

DIVERSE VOICES, NEW STORIES CHALLENGE

OFFICIAL RULES

The Diverse Voices, New Stories Challenge (the “Challenge”) is run by Games for Change, Inc. (“G4C” or the “Sponsor”).

ELIGIBILITY:

Subject to these Official Rules, the Challenge is open to entities and individuals that are at least 18 years old located throughout the world outside of OFAC Sanctioned Countries (“Developers”) with completed or “beta” level games for Android that have recently or not yet been published on the Android app store. To be eligible, you must agree to abide by these terms and conditions and be bound by all G4C’s decisions relating to this Challenge, which are final and binding in all respects, including, but not limited to, G4C’s determination of the winner. Employees of G4C, and their respective parents, affiliates, subsidiaries, and advertising and promotion agencies and any other entity involved in the development or administration of this Challenge, and their immediate family members or household members, are not eligible to participate in or win the Challenge. THE CHALLENGE IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW OR WHERE BONDING, REGISTRATION, OR OTHER REQUIREMENTS WOULD BE REQUIRED BUT HAVE NOT BEEN MET, OR WHERE THE METHODS OF ENTRY SET FORTH BELOW WOULD BE DEEMED CONSIDERATION. ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS APPLY.

ENTRY PERIOD:

The Challenge begins on December 1, 2023, at 12:01 am Eastern time and all submissions must be submitted no later than February 21, 2024 at 11:59 pm Eastern time (“Entry Period”). Late applications will not be considered.

HOW TO ENTER:

All submissions must be submitted through the Official Entry Form at <https://bit.ly/DVNS-Entry-Form> during the Entry Period. The Entry Form must be completed in English. G4C reserves the right to accept or reject any or all submissions in its sole discretion. All information submitted in connection with the Challenge must be complete, accurate and truthful.

Games submitted to the Challenge must meet all the following criteria:

- The game must meet one (or both) of the following two criteria: (1) be created by developers whose voices have been underrepresented in the global gaming industry (inclusive of - but not limited to - women, members of the LGBTQIA+ community, people of color, creators outside of North America and Europe, trans, non-binary, and gender non-confirming developers, people with disabilities and more) and/or (2) feature diverse and inclusive content within the game itself (such as underrepresented characters, voices and stories, accessible gameplay features and more).
- The game must be designed for Android.
- The game must be either completed or in beta, where “beta” means the game (*e.g.*, game balancing and tuning) and all assets (*e.g.*, graphics, content, sound and text) are mostly complete but the game itself may still contain bugs, lack polish, and otherwise require additional work before being released to end users, but that may reasonably be completed (in the Challenge judges’ sole discretion) within the calendar year 2024.

- The game must be shared in the Challenge entry form as an executable file in .apk format.

G4C may reject your participation in this Contest, in its sole discretion, if you fail to meet any of these eligibility requirements.

By submitting an entry, you agree that the entry materials and any other information provided by you or collected by Sponsor in connection with the Challenge may be used by Sponsor in accordance with Sponsor's Privacy Policy (<https://www.gamesforchange.org/privacy-page/>)

Additionally, by submitting an entry, you represent and warrant that: the entry is your original creation; the entry was not copied (in whole or in part) from any other work; you have obtained a binding written release from (and signed by) every other person or copyright holder who (or whose work is) shown in the entry, as necessary to grant Sponsor the rights provided herein; the entry does not infringe or violate any copyright right, trademark right, publicity right, privacy right or other proprietary right of any person or entity (including without limitation, any property owner); and Sponsor will not be obligated to pay any compensation to, or permit any participation by, any third party in connection with the use, publication, distribution or exploitation of any entry.

PRIZES & OBLIGATIONS

The Challenge shall have one (1) Prize winner. The Prize shall consist of (a) a cash prize of \$10,000 USD and (b) HyperX gaming technology. Additionally, G4C will provide the Prize winner with an opportunity to work with marketing professionals to help define the launch and marketing strategy for the Prize winner's game, and promote the published game, including on its website and social media channels and at the 2024 G4C Festival.

Decisions of the Sponsor are final and binding with respect to all matters related to the Contest. In no event shall the Sponsor be obligated to award any prizes other than the Prize specified in these Official Rules. The Prize is non-transferable, and no substitutions are permitted, except that Sponsor reserves the right to substitute a prize of equal or greater monetary value for the Prize if such Prize should become unavailable for any reason. Winners shall be responsible and liable for all federal, state and local taxes on the value of the Prizes, and any related shipping and handling charges. Please allow up to 4-weeks for delivery of the Prizes.

G4C may request the Prize winner's permission and cooperation with respect to the documenting and archiving of the Prize winner's participation in the Challenge and launch of their game as a case study, including sharing the case study on the G4C website (<https://www.gamesforchange.org>).

The Prize winner will be obligated to publish the winning game on the Android app store. Additionally, the Prize winner will be invited to attend and showcase the winning game as part of a live arcade showcase at the 2024 Games for Change Festival in New York City (exact dates TBA). The Prize winner may choose to attend the event and will be provided 2 complimentary Festival tickets.

PRIZE SELECTION:

Entries should have the potential to drive increased visibility for mobile games created by underrepresented game developers, and/or help players discover games that include more diverse characters, voices, and stories.

A panel of judges selected by G4C (the "Judges") shall review the eligible submissions and select one (1) winning submission. The Judges shall base their decision on excellence achieved in the following four categories: (1) impact, (2) innovation, (3) gameplay and (4) overall proposal.

The Challenge will be conducted under the supervision of G4C and the Judges. The decisions of the Judges and the Sponsor are final and binding in all matters relating to this Challenge. The winner will be notified by email by April 2024; provided, however, that G4C reserves the right to determine an alternate method of notification. The winner must claim the Prize within 4-weeks after the date of notification of such Prize. A winner's failure to respond to the Prize notification within the specified 4- weeks will be considered such winner's forfeiture of the prize and an alternate winner may be selected from the pool of eligible entries. If an entrant is found to be ineligible, an alternate winner may also be selected from the pool of eligible entries.

Entrants may request a Prize winner listing by mailing a request to G4C, Attn: Games for Change; 335 Madison Avenue, NY, NY 10017.

GENERAL CONDITIONS AND RELEASES:

By entering the Challenge or accepting a Prize, you agree to conform to all federal, state and local laws and regulations of any and all applicable jurisdictions. When applicable, the finalists may be required to execute and return (and winning may be conditioned upon the finalist executing and returning) to Sponsor, within ten (10) business days, an Affidavit of Eligibility and a Liability and Publicity Release drafted by Sponsor to be eligible for the Prize or an alternate finalist may be selected. Finalists may be required in Sponsor's sole discretion to complete relevant tax forms as a condition to the delivery of the applicable prize.

Unless prohibited by applicable law, your acceptance of a Prize constitutes your permission to use your name, photograph, likeness, voice, address (city and state) and testimonials in all media, in perpetuity, in any manner Sponsor deems appropriate for publicity purposes without any compensation to such entrant or any review or approval rights, notifications, or permissions; and constitutes your consent to disclose your personally identifiable information to third parties (including, without limitation, placing the finalists' names on a finalists' list).

An entrant or finalist may be disqualified from the Challenge if they fail to comply with each provision of these Official Rules, as determined in the sole discretion of the Sponsor. Participation in the Challenge is at entrant's own risk. Sponsor shall not be liable for: (1) failed, returned or misdirected notifications based on inaccurate information provided by the finalist in connection with an entry; (2) entries and responses to finalist notifications which are lost, late, incomplete, illegible, unintelligible, postage-due, misdirected, damaged or otherwise not received by the intended recipient in whole or in part or for computer or technical error of any kind; (3) any electronic miscommunications or failures, technical hardware or software failures of any kind, lost or unavailable network connections, or failed incomplete, garbled or delayed computer transmissions which may limit an entrant's ability to participate in the Challenge; (4) any technical malfunctions of the telephone network, computer on-line system, computer equipment, software, program malfunctions or other failures, delayed computer transactions or network connections that are human, mechanical or technical in nature, or any combination thereof, including any injury or damage to entrant's or any other person's computer or mobile device related to or resulting from downloading any application or otherwise in connection with this Challenge; or (5) any warranty with respect to any Prize or any component thereof. THE PRIZES ARE AWARDED "AS IS" AND G4C DOES NOT MAKE ANY, AND HEREBY DISCLAIMS ANY AND ALL, REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE PRIZE.

NOTWITHSTANDING ANYTHING ELSE HEREIN OR OTHERWISE, G4C AND ITS SUPPLIERS AND PARTNERS SHALL NOT BE LIABLE OR OBLIGATED WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR UNDER CONTRACT, NEGLIGENCE, STRICT LIABILITY

OR OTHER LEGAL OR EQUITABLE THEORY FOR (A) ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, GOODWILL, OR ANTICIPATED PROFITS), (B) DATA LOSS OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, AND/OR (C) ANY MATTER BEYOND SUCH PARTIES' REASONABLE CONTROL.

By entering the Challenge, you agree to and hereby do release and hold harmless G4C and its parents, subsidiaries and affiliated entities, directors, officers, employees, attorneys, agents, partners, suppliers and representatives from any damage, injury, death, loss, claim, action, demand, or other liability (collectively, "Claims") that may arise from your acceptance, possession and/or use of any Prize or your participation in this Challenge, or from any misuse or malfunction of any Prize awarded, regardless of whether such Claims, or knowledge of the facts constituting such Claims, exist at the time of entry or arise at any time thereafter. Any person attempting to defraud or in any way tamper with this Challenge may be prosecuted to the full extent of the law. Sponsor reserves the right to modify these Official Rules in any way or at any time. Sponsor reserves the right, in its sole discretion, to cancel or suspend this Challenge should viruses, bugs or other causes beyond their control corrupt the administration, security or proper operation of the Challenge. In the event of cancellation or suspension, Sponsor shall promptly post a notice on Sponsor's website to such effect. This Challenge shall be governed by New York law, without regard to conflicts of laws provisions. By participating in this Challenge, you agree that any dispute or litigation arising from or relating to this Challenge shall be determined by binding arbitration only in New York County, NY, by and under the Streamlined Arbitration Rules and Procedures of JAMS, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, Sponsor may seek equitable relief in any court of competent jurisdiction. If any provision of these rules is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that these rules otherwise remain in full force and effect and enforceable.