



## OFFICIAL RULES

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.** Void outside Canada and where prohibited by law. Subject to all federal, provincial, territorial and local laws. Contest begins on March 19, 2018 at 12:01:01 a.m. Eastern Time (“ET”) and ends on April 20, 2018 at 11:59:59 p.m. ET (the “Contest Period”).

**1. Eligibility:** The 2018 ESAC Student Video Game Competition (the “Contest”) is open to students, employees, officers, or members of a governing or advisory board to a college or university (hereinafter referred to as an “institution”) domiciled in Canada. Any student, employee, officer, or member of a governing or advisory board of any such institution is not eligible to participate in the Contest if such person is an employee, officer, and/or director of the Entertainment Software Association of Canada (“Sponsor”), or is a member of the immediate family (spouses, parents, siblings and children, regardless of where they live) of, or lives in the same household (whether related or not) as, any employee, officer, and/or director of Sponsor. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and to Sponsor’s decisions, which are final and binding in all matters related to the Contest. Any person or persons submitting an entry must do so in connection with an institution and must be a student currently enrolled at the institution, or an employee, officer, or member of a governing or advisory board of the institution, and any such person(s) must be duly authorized by the institution to submit an entry into the Contest on behalf of the institution. Sponsor reserves the right to verify the eligibility of any person who submits an entry on behalf of an institution.

**2. Sponsor:** The Entertainment Software Association of Canada, 130 Spadina Avenue, Suite 408, Toronto, Ontario M5V2L4.

**3. How to Enter:** To enter, visit [www.theesa.ca](http://www.theesa.ca) during the Contest Period and follow the instructions to upload and submit an electronic file containing an original, fully executable video game (“Game Submission”), along with requested information, including the name of your institution and the name of the video game. The Game Submission must have been created by one or more currently enrolled student(s), employee(s), officer(s) or member of a governing or advisory board of the institution submitting the entry, and must have been created by the entrant(s) between September 1, 2017 and the close of the Contest Period. You must provide all requested information on the official online entry form, including the name of all individuals participating in an entry, and all information provided must be accurate; incomplete entries and entries with inaccurate information will be disqualified. As stated above, any person or persons submitting an entry must do so in connection with an institution and must be duly authorized by the institution to do so. Game Submissions must comply with the Game

Submission Requirements set forth below.

Game Submission Requirements:

All Game Submissions:

- Must be in zip file format.
- Must be able to run on Microsoft Windows®-based computers.
- Must be in the English language.
- Must be the entrant's original idea (modification of an original work is not an original idea).
- Must not contain material which is (or promote activities which are) sexually explicit, obscene, pornographic, self-mutilating, discriminatory (based on race, sex, religion, natural origin, physical disability, sexual orientation or age), illegal (e.g. underage drinking, substance abuse, computer hacking, etc.), offensive, threatening, profane, or harassing.
- Must not include mention or performance of any copyrighted media production, including, but not limited to, music, films, books, television programming, etc., or identifying descriptions of any media property, except to the extent that such use constitutes a clear fair use or the copyright owner has expressly consented to such use.
- Must not contain material that violates or infringes another's rights, including, but not limited to, material that violates privacy, publicity, or intellectual property rights, or that constitutes copyright infringement. Game submissions must not include third-party trademarks, logos, insignia, location signage, photographs, artwork, sculptures or music, without such third party's consent; Sponsor may verify that such consent has been obtained.
- Must not include third parties or any individuals who have not expressly authorized entrant to display their image, likeness or voice in any submitted Game or otherwise use such image, likeness or voice in accordance with these Official Rules.

Entries that do not conform to the above Game Submission Requirements and/or any other terms of these Official Rules as determined by Sponsor in its sole discretion may be disqualified at Sponsor's sole discretion.

LIMIT: PARTICIPATION OF ANY INDIVIDUAL IS LIMITED TO ONE (1) ENTRY. PARTICIPATION OR ATTEMPTED PARTICIPATION BY AN INDIVIDUAL IN MORE THAN ONE ENTRY WILL DISQUALIFIED ALL CORRESPONDING ENTRIES. Normal Internet, phone and usage charges imposed by your online or phone service may apply. Sponsor is not responsible for late or unsuccessful attempts to enter. Incomplete, corrupted, or untimely entries are void and will be disqualified. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Automated entries or entries submitted by third parties will be disqualified. Any attempt by any entrant to obtain more than the permitted number of entries by using multiple and/or different identities, forms, registrations, addresses or any other method will void that entrant's entries, and that entrant may be disqualified at Sponsor's discretion.

By entering, each entrant warrants and represents that the entry is original, has not been previously published or won any award, does not contain any material that would defame or otherwise violate or infringe upon the rights of any third party, including patents, copyrights, trademarks or rights of privacy or publicity, and will not violate any federal, provincial,

territorial or local laws or ordinances. Entrant explicitly acknowledges and agrees that Sponsor reserves the right to publish in any media, including online, any or all content of the Game Submissions without first and last name credit to the entrant; and entries that attempt to restrict this right will not be considered. By submitting a Game Submission, you warrant that the Game Submission does not violate any law, regulation or right of any third party, including, but not limited to, copyright, trademark, rights of publicity or privacy, that you have followed the Official Rules of the Contest and that the Game Submission has not been published or submitted in any other competition. If the Game Submission contains an identifiable person, by submitting the Game Submission, entrant represents and warrants that he/she has obtained the consent of such person to use in the Game Submission as outlined herein. Sponsor reserves the right in its sole and unfettered discretion to disqualify any entry that it believes is inappropriate or not suitable for publication, that does not comply with these Official Rules, or that is not consistent with the spirit or theme of the Contest.

**4. Winner Selection/Verification:** On or before May 11, 2018, all eligible Game Submissions will be reviewed and judged by a panel of judges (“Judging Panel”) selected by Sponsor in its sole discretion. The Judging Panel will judge the Game Submissions based on the following equally weighted criteria (“Winner Selection Criteria”): originality, creativity, and technical proficiency. The entrant(s) whose Game Submission receives the highest score from the Judging Panel based on the Winner Selection Criteria will be selected as the potential winner (the “Contest Winner”, once confirmed in accordance with these Official Rules). In the event of a tie, tied entries will be re-judged based on the Winner Selection Criteria to break the tie.

To be eligible to win any prize, a potential winner must have at least one (1) and no more than two (2) representative(s) available and willing to attend the E3 2017 Trade Show to be held in Los Angeles, California on June 12 to 14, 2018 (“E3 2016 Trade Show”); a representative must be a student currently enrolled at the institution corresponding to the entry, or an employee, officer, or member of a governing or advisory board of the institution corresponding to the entry. If a potential winner is not able to have at least (1) representative attend the E3 2018 Trade Show, that potential winner will be disqualified and the entrant with the next highest score from the Judging Panel will be selected as an alternate potential winner in place of the disqualified potential winner.

Sponsor will attempt to notify a potential winner via e-mail (using the email provided with the entry) within three (3) days of being selected. If a potential winner does not respond within five (5) days after the first attempt to contact that institution, or the winner notification is returned as undeliverable, that potential winner may be disqualified, in which case Sponsor will select the eligible entrant whose Game Submission has the next highest score based on the Judging Criteria as an alternate potential winner in place of the disqualified potential winner (and that disqualified potential winner shall have no claim to any prize). Except where prohibited, each potential winner will be required to complete and return an affidavit of eligibility and liability/publicity release (the “Affidavit/Release”) within five (5) days of being notified. If a potential winner fails to sign and return the Affidavit/Release within the required time period or is unavailable to accept the Contest Prize within the time period specified by Sponsor, that potential winner will be disqualified and the eligible entrant whose Game Submission received the next highest score from the Judging Panel based on the Winner Selection Criteria will be

selected as an alternate potential winner in place of the disqualified potential winner (and that disqualified potential winner shall have no claim to any prize). Noncompliance with the foregoing, failure to abide by these Official Rules, or return of the Contest Prize notification as non-deliverable may result in disqualification of the corresponding potential winner and selection of an alternate potential winner in accordance with the winner selection process described above. Subject to the sole discretion of the Sponsor otherwise, only three (3) alternate potential winners will be selected, after which any further disqualified potential winner will not be replaced and the Contest Prize will not be awarded.

EACH ENTRANT AND EACH POTENTIAL WINNER IS SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CONTEST. AN ENTRANT IS NOT A WINNER OF ANY CONTEST PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

**5. Contest Prize:** One (1) Contest Prize is available to be awarded to the Contest Winner. The Contest Prize consists of: (a) attendance by Contest Winner and one (1) other eligible representative at the E3 2018 Trade Show, including trade show registration (an E3 2018 Expo Pass), travel, accommodations and meals as outlined herein; and (b) exhibition of Contest Winner's Game Submission at the E3 2018 Trade Show. Contest Prize does not include travel, accommodations, meals, or any other items other than as outlined herein.

Travel, Accommodations and Meals: Travel, accommodations and meals for Contest Winner and (1) other eligible representative includes:

- Return air travel from a major airport in the vicinity of the institution corresponding to the entry of the Contest Winner as selected by Sponsor to the vicinity of the E3 2018 Trade Show.
- [3] Night's accommodation (single occupancy) at a hotel near the E3 2018 Trade Show selected by Sponsor.
- Per person meal and local transport allowance of US \$100 per day for 3 days.

The approximate retail value ("ARV") of the Contest Prize is \$5,000

Contest Prize Restrictions: Any and all applicable federal, provincial, territorial and local taxes and all fees and expenses related to acceptance and use of the Contest Prize not specifically stated herein are the sole responsibility of the winner. Contest Prize cannot be substituted, assigned, transferred, or redeemed for cash; however, Sponsor reserves the right to substitute for the Contest Prize any prize of equal or greater ARV at its sole discretion. Only the number of Contest Prizes stated in these Official Rules is available to be won in the Contest.

**6. General Conditions:** Subject to applicable law, if, for any reason, the Contest is not capable of running as planned, Sponsor may, in its sole discretion, void any suspect entries and/or (a) cancel or terminate the Contest (or any portion thereof); (b) modify the Contest or suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules; or (c) award the Contest Prize from among the eligible, non-suspect entries received up to the time of the impairment in accordance with the winner selection process described above. Sponsor and its agencies are not

responsible for lost, late, incomplete, damaged, stolen, misdirected, or illegible entries; lost, interrupted, or unavailable network, server, or other connections, telephone transmission problems; or other errors or malfunctions of any kind whether human, mechanical, electronic, or otherwise. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**WARNING: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL OR ENTITY TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW, AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON OR ENTITY TO THE FULLEST EXTENT PERMITTED BY LAW.** Sponsor reserves the right at its sole discretion to disqualify any entrant it finds to be attempting to tamper with or undermine the entry process and/or the legitimate operation of the Contest; to violate the Official Rules; or to act in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person or entity.

**7. Nature of Relationship/Waiver of Equitable Relief:** Each entrant understands and acknowledges that the Sponsor and its members each has wide access to ideas, designs, and other materials, and that new ideas are constantly being submitted to Sponsor and its members or being developed by their own employees. Each entrant also acknowledges that many ideas may be competitive with, similar or identical to the Game Submission that the entrant submitted in connection with this Contest and/or each other in theme, idea, format or other respects. Each entrant acknowledges and agrees that such entrant will not be entitled to any compensation as a result of Sponsor's or any of its members' independent creation of similar or identical material and no additional consideration will be provided for the Game Submission or ideas contained therein, except as provided under these Official Rules. Each entrant acknowledges and agrees that the Sponsor and its members do not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to the Game Submission. Finally, each entrant acknowledges that, with respect to any claim by entrant relating to or arising out of Sponsor's or any of its members' actual or alleged exploitation or use of any Game Submission or other material submitted in connection with the Contest, the damage, if any, thereby caused to the applicable entrant will not be irreparable or otherwise sufficient to entitle such entrant to seek injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition or other exploitation of the Game Submission or any material based on or allegedly based on the Game Submission, and the entrant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

**8. Releases and Limitations of Liability:** By participating in this Contest, entrants agree that Sponsor and its members, parents, affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, and their respective officers, directors, employees, representatives and agents (the "Released Parties") are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind; (3) unauthorized human intervention in any part of the entry process or the Contest; (4) technical or human error which may occur in the

administration of the Contest or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any Contest Prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Contest. Neither Entertainment Software Association of Canada nor any affiliate thereof shall be liable for technical, pictorial, typographical or editorial errors or omissions contained herein.

BY PARTICIPATING IN THIS CONTEST, ENTRANTS AGREE THAT THE RELEASED PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF THE CONTEST PRIZE, ENTRY, OR PARTICIPATION IN THIS CONTEST OR IN ANY CONTEST RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF ANY CONTEST PRIZE CANNOT BE AWARDED DUE TO TRAVEL CANCELLATIONS, DELAYS, OR INTERRUPTIONS DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER, OR TERRORISM. BY PARTICIPATING IN THIS CONTEST, PARTICIPANTS AGREE THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY INTERNET SITE ASSOCIATED WITH THE CONTEST OR SPONSOR, OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY SUCH SITE.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS CONTEST, INCLUDING ANY WEBSITE ASSOCIATED WITH THE CONTEST AND ALL PRIZES, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

**9. Publicity Release:** EXCEPT WHERE PROHIBITED BY LAW, EACH WINNER GRANTS TO SPONSOR (WHICH GRANT WILL BE CONFIRMED IN WRITING ON REQUEST OF SPONSOR) AND ALL OTHER RELEASED PARTIES AND THOSE ACTING PURSUANT TO SPONSOR'S AUTHORITY, THE RIGHT AND PERMISSION TO PRINT, PUBLISH, BROADCAST, AND USE, WORLDWIDE IN ANY MEDIA NOW KNOWN OR HEREAFTER DEVELOPED, INCLUDING, BUT NOT LIMITED TO, THE WORLD WIDE WEB, AT ANY TIME OR TIMES, THE GAME SUBMISSION AS WELL AS ANY

SUBMITTED PORTRAIT, PICTURE, VOICE, LIKENESS, AND BIOGRAPHICAL INFORMATION FOR ADVERTISING, TRADE, AND PROMOTIONAL PURPOSES WITHOUT ADDITIONAL CONSIDERATION, COMPENSATION, PERMISSION, OR NOTIFICATION. SUCH SUBMISSIONS SHALL BE DEEMED TO BE NON-CONFIDENTIAL AND NON-PROPRIETARY AND SPONSOR SHALL HAVE NO OBLIGATION OF ANY KIND WITH RESPECT TO SUCH SUBMISSIONS AND SHALL BE FREE TO EDIT, EXPLOIT, MODIFY, PUBLISH, REPRODUCE, USE, DISCLOSE, DISSEMINATE AND DISTRIBUTE THE SUBMISSIONS TO OTHERS WITHOUT LIMITATION IN ANY AND ALL MEDIA NOW KNOWN OR NOT CURRENTLY KNOWN, THROUGHOUT THE WORLD IN PERPETUITY FOR ANY PURPOSE WITHOUT COMPENSATION, PERMISSION OR NOTIFICATION TO ENTRANT OR ANY THIRD PARTY. ENTRANT HEREBY GRANTS SPONSOR A ROYALTY-FREE, IRREVOCABLE, AND WORLDWIDE, IN PERPETUITY LICENSE TO USE FOR PROMOTIONAL PURPOSES THE SUBMISSIONS IN ANY FORM OR FORMAT AND TO MODIFY THE SAME, AND ACKNOWLEDGES AND AGREES THAT IF SPONSOR DOES USE FOR PROMOTIONAL PURPOSES THE SUBMISSIONS ENTRANT SHALL NOT BE ENTITLED TO ANY CREDIT, CONSIDERATION, NOTICE OR PAYMENTS OF ANY KIND. ENTRANT WAIVES ANY MORAL RIGHTS HE OR SHE MAY HAVE TO THE SUBMISSIONS. ENTRANT FURTHER AGREES THAT IF SPONSOR ELECTS TO USE FOR PROMOTIONAL PURPOSES ENTRANT'S SUBMISSIONS, ENTRANT WILL EXECUTE ANY DOCUMENTS REQUESTED BY SPONSOR PROVIDING RIGHTS TO SUCH USE. IF ANY USE FOR PROMOTIONAL PURPOSES BY SPONSOR OF THE SUBMISSIONS CAUSES IT TO BE LIABLE TO ANY THIRD PARTY, ENTRANT AGREES TO INDEMNIFY SPONSOR, ITS AGENTS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, REPRESENTATIVE AND ALL RELATED PARTIES FROM AND AGAINST ANY AND ALL DAMAGES, COSTS, JUDGMENTS AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES) WHICH IT INCURS AS A RESULT OF ITS USE OF THE SUBMISSIONS.

**10. Disputes.** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the courts of the Ontario located in Toronto, Ontario; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. Subject to applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of Ontario, without giving effect to any choice of law or conflict of law rules which would cause the application of the laws of any jurisdiction other than Ontario. In the event of any inconsistency or alleged inconsistency, the English language version of these Official Rules shall prevail.

**11. Privacy:** Information collected from entrants is subject to the Sponsor's Privacy Policy, which can be found at [www.theesa.ca](http://www.theesa.ca). Sponsor and Sponsor's agents, affiliates, subsidiaries, representatives or service providers may use entrants' and/or referrals' personal information submitted with entry for purposes of administration and fulfillment of the Contest.

**12. RESIDENTS OF QUEBEC.** Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the board only for the purpose of helping the parties reach a settlement.

**13. Winner List:** For a list of Contest Winners, available for at least 60 days after verification of all Contest Winners, send your request via email to [jhilchie@theesa.ca](mailto:jhilchie@theesa.ca).

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