



## E3 2017 COLLEGE GAME COMPETITION 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 the fifty (50) United States and the District of Columbia, and where prohibited by law. Subject to all federal, state and local laws, regulations, and ordinances. Contest begins on March 13, 2017 at 12:01 a.m. Eastern Time (“ET”) and ends on April 29, 2017 at 11:59 p.m. ET (the “Contest Period”).

**1. Eligibility:** The E3 2017 Trade Show College Game Competition (the “Contest”) is open to colleges and universities (hereinafter referred to as an “institution”) domiciled in the fifty (50) United States and the District of Columbia. 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 (“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. In addition, any person or persons submitting an entry on behalf of his/her/their institution must be a) a legal U.S. resident, b) residing in the fifty (50) United States or the District of Columbia, c) who is at least eighteen (18) years of age or the age of majority in his or her respective state or jurisdiction of permanent residence, and d) a student currently enrolled at the institution or an employee, officer, or member of a governing or advisory board of the institution; and e) 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, and all decisions regarding eligibility shall be made by Sponsor in Sponsor’s sole discretion.

**PLEASE NOTE: It is the entrant’s sole responsibility to review and understand his or her institution’s policies regarding eligibility to participate in trade promotions. If participation in this promotion is in violation of institution’s policies, the entrant may be disqualified from entering or receiving prizes.** Sponsor disclaims any and all liability and responsibility for disputes arising between an entrant and his or her institution related to this matter, and prizes will only be awarded in compliance with the institution’s policies. **This is a trade promotion and is not open to the general public.**

**2. Sponsor:** The Entertainment Software Association, 601 Massachusetts Avenue, NW, Suite 300 West, Washington, DC 20001.

**3. How to Enter:** To enter, visit <http://collegecompetition.e3insider.com> 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. You must provide all



requested information on the official online entry form 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 on behalf of his/her/their institution 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, and Game Submission must be able to run on Microsoft Windows®-based computers.
- Be in the English language.
- Be the entrant's original idea (modification of an original work is not an original idea).
- 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.
- 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.
- 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.
- 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. Entrant must be prepared to provide signed third party authorizations upon request.

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

LIMIT ONE (1) ENTRY PER INSTITUTION. ADDITIONAL ENTRIES WILL BE DISQUALIFIED. 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. Sponsor is not responsible for lost, interrupted, or unavailable network, server, or other connections; or miscommunications, computer or software malfunctions, telephone transmission problems, technical failures, garbled transmissions, damage to a user's computer equipment (software or hardware), incomplete uploads, or other errors or malfunctions of any kind, whether human, mechanical,



electronic, or otherwise. 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, state 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: ROUND ONE:** 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 criteria ("Winner Selection Criteria"): originality, creativity, and technical proficiency. The five (5) entrants that receive the highest scores from the Judging Panel based on the Winner Selection Criteria will be selected as the finalists. In the event of a tie, tied entries will be re-judged based on the Winner Selection Criteria to break the tie. Each finalist will receive the prize ("Contest Prize") set forth in section 5 below.

To advance to the second round, a selected finalist must have at least one (1) and no more than ten (10) representative(s) attend the 2017 E3 trade show to be held in Los Angeles, California on June 13-15, 2017; a representative must be a student currently enrolled at the institution, or an employee, officer, or member of a governing or advisory board of the institution. Registration for E3 is free for such representatives. If a finalist is not able to have a representative attend the 2017 E3 trade show, that finalist will be disqualified and the entrant with the next highest score from the Judging Panel will be selected as an alternate finalist in place of the disqualified finalist.

Sponsor will attempt to notify finalists via e-mail (using the email provided with the entry) within seven (7) days of being selected. If a potential finalist does not respond within seven (7) days after the first attempt to contact that institution, or the finalist notification is returned as undeliverable, that potential finalist will be disqualified, and Sponsor will select the eligible finalist whose Game Submission has the next highest score based on the Judging Criteria as an



alternate finalist in place of the disqualified finalist. Except where prohibited, each finalist will be required to complete and return an affidavit of eligibility and liability/publicity release (the “Affidavit/Release”) within seven (7) days of being notified. If a finalist 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 finalist 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 finalist in place of the disqualified finalist. 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 and selection of an alternate finalist in accordance with the winner selection process described above. Only three (3) alternate winners will be selected for each Contest Prize, after which the applicable Contest Prize will remain un-awarded.

EACH FINALIST 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.

**ROUND TWO:** The finalists’ Game Submissions will be exhibited at the 2017 E3 trade show as set forth in section 3 above. By entering the Contest, each 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; and entries that attempt to restrict this right will not be considered. Judging Panel will re-judge the finalists’ Game Submissions based on the Winner Selection Criteria. The finalist whose Game Submission receives the highest score will be determined the Contest winner. In the event of a tie, tied entries will be re-judged based on the Winner Selection Criteria to break the tie. The Contest winner will be announced at the 2017 E3 trade show.

**5. Contest Prizes:** Five (5) Contest Prizes are available to be awarded to Contest finalists who accept such Contest Prize. The Contest Prize for each finalist consists of (a) each finalist will be permitted to invite up to ten (10) eligible representatives to attend the 2017 E3 trade show at no cost of admission; and (b) each finalist’s Game Submission will be exhibited at the 2017 E3 trade show as a finalist Game Submission. Approximate Retail Value (“ARV”) of the Contest Prize awarded to each finalist: \$6,000. The one (1) Contest winner will receive one additional Contest Prize, which is a Contest trophy. ARV of the additional Content Prize awarded to the Contest winner: \$300. The Contest winner does not receive any additional prizes other than as set forth in section 5. The Contest Prizes do not include travel, accommodations, meals, or any other items other than as outlined in section 5. Total ARV of all Contest prizes to be awarded: \$30,300.

Contest Prize Restrictions: Limit one (1) prize per institution. Any and all applicable federal, state, 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 make equivalent prize substitution at its sole discretion. Sponsor will not replace any lost or



stolen prizes or components of a prize(s). Contest Prizes must be used solely for their intended purpose; so, for example, the exhibit space provided to a finalist must be used for the sole purpose of exhibiting such finalist's Game Submission. Only the number of Contest Prizes stated in these Official Rules is available to be won in the Contest. If, by reason of a print or other error, more prizes are claimed than the number set forth in these Official Rules, an alternate winner will be selected in accordance with the winner selection method described above from among all eligible claimants making purportedly valid claims to award the advertised number of prizes available.

**6. General Conditions:** This Contest is governed by the laws of the United States. Void where prohibited by law and outside the United States. Neither Sponsor nor anyone acting on its behalf will enter into any communications with any entrant regarding this Contest, except as expressly set forth in these Official Rules. 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.

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 FINALIST 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 United States District Court for the District of Columbia; (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. 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 Contest, shall be governed by, and construed in accordance with, the laws of the District of Columbia, 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 the District of Columbia.

**11. Privacy:** Information collected from entrants is subject to the Sponsor's Privacy Policy, which can be found at <http://www.theesa.com/privacy-policy/>.

**12. Winners List:** For a list of finalists and Contest winner, available for at least 60 days after verification of all finalists and Contest winner, send your request via email to [esa@theesa.com](mailto:esa@theesa.com). Entertainment Software Association shall not be liable for technical, pictorial, typographical or editorial errors or omissions contained herein.

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