

Regulation of the contest Global Indie Competition 2022

GENERAL PROVISIONS

§ 1

Contest **The Global Indie Competition 2022** (hereinafter referred to as „**Contest**”), referred to in these Regulations is aimed at video game developers from around the world.

§ 2

The competition will be organized via the website at www.gamearena.pl („**Website**”) and is related to the events called Poznań Game Arena 2022 („**PGA**”) and Game Industry Conference 2022 („**GIC**”). PGA will be held on October 7th-9th, 2022 at the Poznań International Fair in Poznań. The GIC will be held on October 6th-9th, 2022 as a hybrid event (online and at the Poznań International Fair).

§ 3

The Regulation of the Contest („**Regulation**”) is binding on the **Organizer** and **Contest Participants** and regulates the terms and conditions of participation in the **Contest**, the rights and obligations of the **Organizer**, as well as the rights and obligations of the **Contest’s Participants**.

§ 4

Only persons who meet the conditions set out in the **Regulation** are entitled to participate in the **Contest**.

ORGANIZER AND PARTNER OF THE CONTEST

§ 5

The **Organizer** of the **Contest** is Międzynarodowe Targi Poznańskie sp.z o.o. with headquarters in Poznań, 60-734 Poznań, ul. Głogowska 14, entered into the Register of Entrepreneurs of the National Court Register - District Court Poznań - Nowe Miasto and Wilda in Poznań, VIII Department of the National Court Register, under KRS number 0000202703 and the register of active VAT taxpayers - NIP 777-00-00-488, share capital - PLN 352,666,000.00

§ 6

The main partner of **Contest** is Xsolla (USA) Inc. registered Address: 15260 Ventura Boulevard, Suite 2230, Sherman Oaks, California, 91403 USA, with Tax ID: 26-4391913, USA.

Nasze obiekty:



Nasze rozwiązania:



Firmy powiązane:



DURATION

§7

The **Contest** will be held from August 2nd to September 4th, 2022.

CONTEST PARTICIPANTS

§ 8

Participation in the **Contest** is free. Both professional and amateur game developers can submit their games for the **Contest**. Employees of the **Organizers**, people permanently cooperating with the **Organizers** and the closest family members of the above-mentioned are excluded from participation in the **Contest**.

§ 9

Organizers accept games at the playable prototype, alpha or beta stage, games released in Early Access or games in the preliminary launch. Releasing a full version of the **Participant's** game for free still constitutes a release.

§ 10

The game can be accepted for the **Contest** if the game created by **Participants** was not released before the start of the application period. If the **Participant** is releasing its game after the application period has begun, the **Participant** will be able to take part.

§ 11

The same projects cannot be submitted several times during the **Contest** seasons in a row. In addition, if a game made by **Participant** has been a winner in any of our award categories, it is automatically disqualified from participating in these nominations in the future.

§ 12

Breach by the **Participant** of any of the provisions of the **Regulations**, in particular providing false personal data, submitting false statements, violation of the law or good manners in connection with participation in the **Contest**, authorizes the **Organizer** to exclude the **Participant** from the **Contest** and causes the loss of the right to the **Award**, even if other requirements provided for in the **Regulations** are met.

§13

In case of any conflicting actions taken by **Participants** or other persons with the **Regulations** or actions aimed at winning the **Contest** contrary to good practice, the **Organizer** reserves the right to verify the results or exclude a given **Participant** from participation in the **Contest**. The

above provision does not infringe the **Participants'** rights provided for in the mandatory provisions of law.

§14

From the moment of obtaining the right to the **Award**, the **Participant** becomes the **Contest Winner**.

§15

The text of the **Contest Regulations** will be available on the website www.gamearena.pl.

§16

Organizers of the **Contest** reserve the right to deny the participant without explanation.

CONTEST COMMITTEE

§ 17

The organizer appoints a **Contest Committee**. The **Committee** supervises the course of the **Contest** and ensures that the rules of the **Regulations** are observed and resolves any disputes. The **Chairman** is at the head of the **Contest Committee**.

§ 18

Members of the **Contest Committee** receive the full list of **Participants** and access to their projects' materials.

RULES OF THE CONTEST

§ 19

The **Participants'** task is to submit a game that the **Participant** would like to present during the Poznań Game Arena and Game Industry Conference.

§ 20

Participants may enter the **Contest** by filling out a special application form (LINK) from August 2nd to August 29th, 2022. Applications sent outside the above-mentioned period will not take part in the **Contest**.

ADJUDICATION OF THE CONTEST, ANNOUNCEMENT OF THE RESULTS

§ 21

Each member of the **Contest Committee** will evaluate the submitted game individually - assigning him a grade on a scale of 0 to 10. The following criteria will be taken into account when assessing:

- 1) Originality of the project
- 2) The subject of the game
- 3) The way the game is presented
- 4) Overall impression

§ 22

The Contest is won by the Participant who scores the highest number of points. In case of an equal number of points, the vote of the **Chairman** of the **Contest Committee** is decisive.

§ 23

Information on the results of the **Contest** will be published on the organizer's website. In order to receive the **Award**, the **Participant**, within 72 hours from the publication of information about the **Winners**, should contact the **Organizers** to arrange the details related to the receipt of the prize.

§ 24

Winners are announced on August, 31st 2022. In some cases, **Organizers** can postpone the announcement for several days (for example, to clarify the ratings with some judges).

AWARDS

§ 25

The prizepool from Poznań Game Arena:

- 1) The opportunity to present your game at the **PGA** or **GIC**. The **Winner** can present himself at the stand with an area of 9 m², equipped with walls, a table, two chairs, an LCD monitor (if necessary, while supplies last), lighting, carpet, electrical connection and the name of the game/studio on the frieze. The winner indicates the location of the stand, choosing from two zones - business (at GIC) or for visitors (at PGA) – dedicated to the best 10 participants;
- 2) Participation in the PGA Awards alongside other indie games creators, who are present at fair;

§ 26

The prizepool from Xsolla:

- 1) Support from the Funding Club which is meant as co-investing in the game in the amount of 10% of the requested budget, but not more than 250k USD, assistance in compiling a Pitch Deck and additional promotion in the Funding club;
- 2) 1 Month subscription on 80 level Talent platform that allows to:
 - a. access to the database of hand-selected, pre-screened candidates (artists, designers, animators, programmers),
 - b. unlimited number of job postings on the 80lv Job Board,
 - c. side and Top banner published on the 80lv website promoting the job openings,
 - d. 1 Interview published on the 80lv website with SM Promotion,
 - e. social media support for each job postings,
 - f. inclusion of the job posting in the 80LV Newsletters and Digests;
- 3) ticket to Xsolla Accelerator.
- 4) streamlined application to Xsolla Funding Club to become visible to qualified investors and publishers;
- 5) Opportunity from 80 level Talent, meant as:
 - a. 1 job posting published on the 80LV Job Board,
 - b. social media support for a job posting
 - c. inclusion of the job posting in the 80LV Newsletters and Digests;
- 6) newsletter to influencers in Xsolla Partner Network;
- 7) opportunity to get early access to Pay Station v4 with custom design;
- 8) free setup and launch Xsolla Webshop Solution to accelerate your mobile game growth.
- 9) a grant up to 1000 USD that covers the use of the Xsolla ecosystem.

§ 28

In cases requiring it, the **Organizer** of the **Contest** will cover and pay the tax from the **Awards** to the account of the appropriate Tax Office by the current Personal Income Tax Act. In this case, the condition for the **Winner** to receive the prize is to provide the **Organizer** with the data necessary to fulfil the obligation specified in the preceding sentence. The **Organizer** will notify the **Winner** of such an obligation in response to the message sent, by § 23 of the **Regulations**.

§ 29

The **Winner** is not entitled to reserve the specific properties of the **Award**, to exchange the **Award** for another thing or to get a cash equivalent. The right to the **Award** cannot be transferred to another person.

RIGHTS AND DUTIES OF PARTICIPANTS AND THE ORGANIZERS

§ 30

By entering the **Contest**, each **Participant** accepts the provisions of these **Regulations** and at the same time declares that he meets all the necessary conditions for participation.

§ 31

- 1) The administrator of the **Participants'** personal data is Międzynarodowe Targi Poznańskie sp.z o.o. with headquarters in Poznań, ul. Głogowska 14, 60-734 Poznań, entered into the Register of Entrepreneurs of the National Court Register - District Court Poznań - Nowe Miasto and Wilda in Poznań, 8th Commercial Division of the National Court Register under KRS number 0000202703, being an active VAT taxpayer - NIP 777-00-00-488,
- 2) MTP has appointed a Data Protection Officer who can be contacted at: iod@grupamtp.pl,
- 3) **Participants'** data will be used by the conditions specified in **Regulation** (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals about the processing of personal data and the free movement of such data, and repealing Directive 95/46 / EC (OJ L 119, 4.5 2016, p. 1-88, GDPR), the Act of May 10, 2018, on the Protection of Personal Data (Journal of Laws of 2018, item 1000, UODO), Polish regulations adopted to enable the application of the GDPR, other applicable law, these **Regulations**,
- 4) The data will be processed for the purpose and scope related to the organization and implementation and settlement of the **Contest** by the **Contest Regulations** and for the purposes covered by the **Participant's** consent each time. The **Organizer** will store personal data for the period necessary for the organization, settlement of the Contest, and other personal data processed based on the consent until the consent is withdrawn by the **Participant**,
- 5) The basis for the processing of personal data is Art. 6 sec. 1 letter b) GDPR - performance of the contract (acceptance of the **Regulations** and application for participation in the **Contest** constitutes the conclusion of the contract). The **Organizer** may also process the personal data of the **Participants** to establish, defend or pursue claims related to the organized competition, which is its legitimate interest (Article 6 (1) (f) of the GDPR). In this case, personal data will be stored for the period of limitation of claims or criminal acts resulting from the provisions of law,
- 6) Within the limits of the law, **Participants** have the right to: a) access data, b) rectify data, c) delete data, d) limit data processing, e) withdraw consent to data processing at any time without affecting the compliance of personal data processing before its withdrawal, however, withdrawal of consent before or during the **Contest** will prevent participation in it. The **Participant** also has the right to object to the processing of his data within the limits of the law, if the **Organizer** processes them for the purpose resulting from his legitimate

interest,

- 7) The above-mentioned rights may be exercised by indicating your requests to the address of the **Organizer** or the Data Protection Officer appointed by him,
- 8) **Participants** also have the right to complain to the President of the Personal Data Protection Office if they believe that the processing of their data by the Organizer violates the provisions of the GDPR,
- 9) Providing personal data and consenting to their processing is voluntary, but failure to provide them or lack of consent to their processing prevents participation in the **Contest**,
- 10) Xsolla (USA) Inc. registered Address: 15260 Ventura Boulevard, Suite 2230, Sherman Oaks, California, 91403 USA, with Tax ID: 26-4391913, USA reserves the right to share **Participants'** names and emails with our partners. Other personal data is not shared with the jury, sponsors or third parties.
- 11) **Organizers** have permission to share the **Winner's** name and email with the partners of the **Contest**.

RULES OF THE COMPLAINT PROCEDURE

§ 32

Complaints regarding the **Contest** should be presented to the **Organizer** in a form convenient for the **Participant** by:

an e-mail (mateusz.fafara@grupamtp.pl)

or in writing (by registered mail to the **Organiser's** address)

or in person at the Poznań International Fair, located at ul. Głogowska 10 in Poznań on working days, from 9:00 am to 10:00 am.

§ 33

Complaints will be considered by the **Organizer**.

§ 34

The complaint will be considered by the **Organizer** within 14 days of its receipt. The **Participant** will be informed about the results of the complaint procedure - by registered mail in the case of a written complaint or by e-mail as a response to the complaint sent by e-mail. Decisions of the **Complaints Committee** in the complaint procedure are final.

FINAL PROVISIONS

§ 35

Participants awarded in the **Contest** are not entitled to any additional remuneration apart from the prizes provided for in the **Regulations**.

§ 36

The **Organizer** is not responsible for any damage caused by providing false data or other types of irregularities on the part of the **Participant**.

§ 37

All descriptions of the **Contest** used in the advertising and promotional materials of this **Contest** are for general and informational purposes only. Only these **Regulations** in their entirety are binding.

§ 38

Participation in the **Contest** is voluntary.

§ 39

Any issues not covered by these **Regulations** are governed by the Civil Code.

§ 40

Any possible disputes that may arise in connection with participation in the **Contest**, the amicable solution of which proves impossible, will be settled by a common court.

§ 41

The exact dates of each period may be changed by **Organizers** at any time if necessary.

§ 42

Organizers of the **Contest** reserve the right to deny the **Participant** without explanation.

§ 43

Organizers reserve the right to change the conditions of the **Contest** at any time at their discretion.