

TERMS AND CONDITIONS FOR PARTICIPATION IN THE GREAT NEW ZEALAND GAME DESIGN COMPETITION

1. Participation in the Competition and Acceptance of Terms and Conditions

Your participation in the Great New Zealand Game Design Competition ("Competition") is subject to these terms and conditions ("Terms and Conditions") and all applicable laws and regulations.

You must review these Terms and Conditions prior to entering the Competition. By entering the Competition you accept and agree to, without limitation or qualification, these Terms and Conditions, and acknowledge that any other agreements between you and IQideas Ltd are superseded with respect to this subject matter. If you do not agree and accept, without limitation or qualification, these Terms and Conditions, you may not enter the Competition.

The Organiser reserves the right to dismiss and/or disqualify without any liability at any time with immediate effect any contestant who tampers with the operation of the Competition or Competition web site or violates the Terms and Conditions or any applicable laws and regulations.

2. Organiser

The Competition is organised by:

IQideas Ltd
68 Rochfort Rd
Havelock North
Hawkes Bay 4130
New Zealand

3. Eligibility

The Competition is open to individuals, groups, families, classrooms and/or schools. There is no age limit for Entries. The employees of the Organiser, their immediate family (spouse, parents, siblings, and children) and/or household members may not participate in the Competition.

Competition Entries must consist only of Participant's own original work. Individuals or the various entry groups may submit as many Entries as they like, however every Entry must be registered separately and submitted as a separate Entry.

4. Duration of Competition

The Competition begins on the 12th of March 2010 and entries close at 5pm on the 30th of June 2010. At this time the IQideas Assessment Panel will review all eligible entries. The winners will be announced within 10 working days of the close date. The Organiser reserves the right to shorten, extend, or modify the Competition at its sole discretion, at any time. The Organiser will disqualify any Entries (as defined below) received after the close of the Competition.

A Participant may withdraw from the Competition before the due date by sending the Organiser written notice to GameDesign@IQideas.com. The registration fee, however, is non refundable.

5. Competition entries, format and submission* (Please read carefully)

Competition Entry must be completed in two parts. (1) All Participants must firstly register their Entry with IQideas. IQideas recommends that Participants register their Entries as soon as a decision is made to participate as numbers are limited and accepted on a first come first served basis.

Registered Participants will also receive regular emails with tips and advice on how to best prepare their submissions and things to consider during the development process including ideas for researching, branding, testing and finally producing their game.

To register, go to the website www.IQideas.com and complete the online registration form. Each registered entry costs NZ\$30 (incl gst). Payment can be made via PayPal, Direct Debit or cheque. The entry fee is used to cover the costs of assessing the game submissions and the time invested by the industry experts in their roles on the Assessment Panel (see below for details on the Assessment Panel). Participants who register in categories that are full will be notified immediately and have their entry fee refunded in its entirety.

All other Participants will receive confirmation of their Entry and receipt of their Entry fee. This confirmation will be sent to the email address provided in the online registration form.

- Pay via PayPal by visiting the website www.PayPal.com and paying andrewbaker@iqideas.com – PayPal registration required
- Pay via Internet Banking to: [IQideas Ltd, National Bank New Lynn, Account No. 06-0257-0182698-00, insert submission name in reference number section with payment](#)
- Pay via cheque made out to [IQideas Ltd, send to postal address below. Write submission name on the back of the cheque](#)

(2) In the second part of the Competition Entry process Participants must submit their Competition Entry (the physical game) via post to IQideas Ltd for assessment. All submitted games must be received by 5pm on the 30th of June 2010. Please allow 3-5 days for postage. IQideas suggests that Participants wait to send their games until after they have received their final 'tips and advice' email to make sure their submissions are as complete as possible.

Competition Entries must be submitted via post to;

The Great New Zealand Game Competition
IQideas Ltd
PO Box 8150
Havelock North
Hawkes Bay 4157
New Zealand

Please note that Participant Entries will only be returned at the completion of the competition if self addressed packaging and postage is supplied by the entrant at the time of submission.

Competition Entries should include;

- A sample of the game, including all components required to play and house the game – this may include the game box (packaging), instructions, dice, player pieces, cards, and any other game components specific to the Entry
- A submission summary document – no longer than 1 A4 page of pictures, diagrams, numbers or text explaining how the game was developed and any additional information such as market research or game testing the Participant conducted that may aid the Assessment Team in their decision

Competition Entries must be received no later than 5pm on the 30th June 2010

Competition Categories:

Participants must register their Entry into 1 of 3 different categories. The categories for 2010 are below;

- Family Game – such as Scrabble, The Amazing Moa Hunt
- Strategy Game – such as Connect 4, miQube
- A Game played without the use of a game board – such as Jenga, Toppletree

It may be possible that an entry could fit into all of the three categories. Please select the category that best fits your entry. The Organisers reserve the rights to change the category of a submission if the entries into that category are full or if they believe the game is better represented in an alternate category.

The terms and conditions form (this form) and the promotional flyer may be printed from the website www.IQideas.com and distributed without restriction.

Eligible Entries are accessed and evaluated solely by the Assessment Panel described below.

6. Judging of the Competition

The Competition will be evaluated by an Assessment Panel. They will consist of experts in the fields of board game design, development, manufacturing, distribution and marketing. The Assessment Panel will evaluate each Competition Entry at its sole discretion, using such criteria as the panel deems appropriate, including for example the following:

- Uniqueness, novelty value and innovativeness of the game concept – How similar is the submission to other games already on the market?
- Enjoyment value – Is this game concept fun to play?
- Feasibility of the execution - Is it technically feasible to develop this concept into a game and realize the promise of the product concept?
- Market potential – Is this a potential breakthrough product? Does it have strong commercial appeal?
- Completeness of the submission – Has the participant demonstrated the criteria above by providing a quality submission and a well developed summary document?

The Assessment Panel shall work to elect the overall winning Competition Entry as well as winners in each of the 3 categories. After IQideas has announced the Winning Competition Entry/ies, its decision is final and Participants may not contest the judges' decision or submit the decision to any appeal or otherwise dispute it.

7. Prizes and intellectual property rights

Prizes

The winner of each category will win a complete set of IQideas produced games to the value of \$800. One of these winners will also be the overall winner.

Overall winner's prize

In addition to the \$800 prize pack, the overall winner will receive the following;

- Guaranteed development and production of their game by IQideas with a signed 3 year global licensing agreement with regular royalty payments calculated on sales received
- Involvement in the final design, development and manufacturing process working with the IQideas team *(if interested)
- National distribution of the game through major retail outlets
- Opportunity to have the game presented to an international distribution network - distributors in America, Canada, England, France, Germany, Australia, Holland and a dozen other smaller countries.

The Organiser will contact the winning Participants within 10 days from the decision of the Assessment Panel by phone and email.

Intellectual Property Rights

All prior intellectual property rights of the Participant will remain vested with the Participant. For the sake of clarity, any further development of the Winning Competition Entry towards an IQideas published game is subject to a separate agreement, negotiated between the Organiser and the Participant, setting forth the terms and conditions applicable to such further development. The Participant understands and agrees that during the negotiations, the Winning Competition Entry will be taken into the Organiser's game development and publishing process for further evaluation consisting of, among other things, an intellectual property rights screening, playability evaluation and technical feasibility evaluation and any agreement is subject to the findings of the Organiser during said further evaluation.

Organiser's right to promote

The Participant also hereby grants the Organiser the non-exclusive right and license to use, reproduce, distribute, make available, publicly perform, and publicly display the Winning Competition Entry and any associated information of the Participant in connection with the advertising and promotion of Organiser's products and platforms.

8. Participant warranties

The Participant warrants that the content and material submitted for the Competition as part of the Participants Entry has been originally developed or validly acquired by the Participant, and the Participant has not received notice of or otherwise is not aware of any claim or threat of claim that the submitted content infringe any patent, trade secret, copyright or any other intellectual property rights, publicity, privacy, moral or other proprietary rights of any third party.

Also the Participant warrants that the submitted Entry does not include any material that is infringing, threatening, false, misleading, abusive, harassing, libellous, defamatory, vulgar, obscene, scandalous, inflammatory, pornographic, or profane material or any material that could constitute or encourage conduct that would be considered a criminal offence, give rise to civil liability, or otherwise violate any law.

By entering the Competition, the Participant fully and unconditionally releases, indemnifies and holds harmless the Organiser, and its affiliates, subsidiaries, directors, officers, employees and its advertising, and promotional agencies from any and all claims, demands, suits, losses, liability for any injuries, loss or damage of any kind arising from or in connection with the

Competition, breach of these Terms and Conditions, except to the extent that this release may be limited by applicable law.

9. Privacy and Confidentiality

The Competition Entries shall be submitted for review by the Assessment Panel. The Organiser will treat the Competition Entries as confidential information, provided however that no obligation of confidentiality shall cover any information which (a) was in the possession of the Organiser, its affiliates, or a member of the Assessment Panel prior to disclosure hereunder; or (b) was in the public domain at the time of disclosure or later became part of the public domain without breach of the confidentiality obligations herein contained; or (c) was disclosed by a third party; or (d) was independently developed by the recipient and/or their organization having no access, or prior to having access, to the Participant's information supplied hereunder. The Organiser may use any personal data (for example, your name, address, telephone number or e-mail address) you transmit by electronic mail or otherwise in accordance with the Privacy Policy.

10. Limitation of Liability

The Organiser is not responsible for any incorrect or inaccurate transcription of information, for problems related to any of the equipment or programming associated with the Competition or utilized by the participant, for any human error, for any interruption, deletion, omission, defect, or failure of any network or electronic transmission, for problems relating to computer equipment, software, inability to access the Competition website or online service, or for any other technical or non-technical error or malfunction.

11. Entire agreement

These Terms and Conditions constitute the entire agreement between Participant and Organiser pertaining to the subject matter hereof and supersedes all prior or other arrangements, understandings, negotiations and discussions, whether oral or written. No waiver of any of the provisions of these Terms and Conditions shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall waiver constitute a continuing waiver unless otherwise expressly provided.

12. General provisions

The Organiser will investigate and decide on any breach or alleged breach of these Terms and Conditions, and its decision is final. This Competition shall not constitute a commitment or create a joint venture, partnership, agency or other media or business relationship between the Participant and Organiser. This Competition shall not either be understood to grant to the Participant, whether expressly or by implication, any ownership, rights or license to any intellectual property rights (including without limitation trade names and trademarks) of the Organiser and/or its affiliates. The Participant may not make any use whatsoever, other than lawful use, of the Organiser's intellectual property rights including without limitation its name and/or any trademarks, brands, logos or similar.

13. Applicable law and dispute resolution

These Terms and Conditions are made under and shall be governed by and construed in accordance with the laws of New Zealand, without regard to its conflict of laws principles. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof shall be finally settled by arbitration in accordance with the Arbitration Rules of the Auckland Chamber of Commerce. The arbitration shall be conducted in Auckland, New Zealand. The award shall be final and binding on the Parties.