

# Terms and Conditions Google Play Indie Games Festival 2018 Japan

## Google Play Indie Games Festival – Terms & Conditions

This Google Play Indie Games Festival (the “Contest”) is run by Google Asia Pacific Pte. Ltd. whose principal place of business is at 70 Pasir Panjang Road, #03-71, Mapletree Business City II, Singapore 117371 (“Google”). To enter this Contest, all participants (whether an independent developer (“Individual”), a group of individuals (“Group”) which may be represented by a representative of the Group (“Representatives”), or a participating business (“Business”) which may be represented by a representative of the Business (e.g. an employee or director) (“Representatives”), together “Participants” or “you”) must read and agree to these terms and conditions (“Terms”). By entering the Contest, you agree that these Terms will apply. Participants will not be eligible to receive a prize in connection with this Contest unless they agree to these Terms. Businesses agree that if Representatives clicks the checkbox in the registration form, this will constitute agreement to these Terms. The Representative accepting the Terms on behalf of Business warrants that he or she has full power and authority to do so. Participation in the Contest is purely voluntary. Please do not participate in the Contest if you do not agree with these Terms & Conditions and/or if you do not want your personal data processed.

## 1. Eligibility

1.1. To participate in the Contest and be eligible for entry, the following conditions must be satisfied throughout the duration of the Contest:

- a. Individual must be a resident of **Japan**.
- b. Group and Business must be established and have a billing address in **Japan**.
- c. Participant must not be: (i) resident of a US embargoed country, (ii) ordinarily resident in a US embargoed country, or (iii) otherwise prohibited by applicable export controls and sanctions programs from participating in the Contest, or (iv) a wholly or partially state-owned entity or an employee of the government or of a government-controlled entity.
- d. The Business must not have more than 30 full time employees and must not be a publicly listed company.
- e. The Business must not be a subsidiary of a foreign (non-**Japanese**) company or owned more than 50% by a foreign (non-**Japanese**) company.
- f. Only the developer(s) of the game can enter the Contest. If the game is submitted to Google Play by a publisher on behalf of a developer, the contest submission will only be eligible if it's submitted by the developer(s) and if the publisher is not a publicly listed company and the developer and publisher have a combined total of less than 30 full time employees.

g. The Business will provide its Representatives with a copy of these Terms. Business will, and will ensure that all Representatives will, comply with all laws, regulation and their fiduciary obligations applicable to their entry into this Contest, including but not limited to anti-bribery laws.

h. Participants must not be employees, contractors, temp staff, officers, or directors of Google, its subsidiaries and affiliated companies, or be the immediate family or living in the households of any such persons.

i. Participants must be registered with Google Play ; this requirement is not necessary if the game is published by a publisher on behalf of the developer. Participants accordingly must understand and agree on, and comply to the latest version of [Google Play Developer Distribution Agreement](#).

1.2. Representatives acknowledge that any prizes will be awarded to their Business and not to them individually.

1.3. Participants can submit up to three entries to the Contest.

1.4. All determinations of eligibility will be made at Google's sole and absolute discretion, acting reasonably. Google reserves the right to verify eligibility and to adjudicate on any related dispute at any time. No correspondence will be entered into.

## 2. How to Participate

### Registration

2.1. To enter the Contest, you must:

- a. visit the Contest website located at [https://events.withgoogle.com/indie-games-festival-2018-1\(JP\)/](https://events.withgoogle.com/indie-games-festival-2018-1(JP)/) [https://events.withgoogle.com/indie-games-festival-2018/#content\(KR\)](https://events.withgoogle.com/indie-games-festival-2018/#content(KR)) and follow the instructions to register for the Contest and for submitting an entry to the Contest; and
- b. submit a game that complies with the Game Requirements described below (as determined by Google in its sole and absolute discretion) (the "Game").

2.2. All data provided through the registration process must be complete and correct.

### Key Dates

2.3. Contest begins at **9:00am JST on 1 February 2018** and submissions end at 23:00pm JST on 25 March 2018 (the "Submission Period"). All entries must be submitted during the Submission Period. Any entries received after the Submission Period will automatically be disqualified.

2.4. The finalists will be announced by 10 April 2018.

2.5. The finalists will be requested to showcase their Games at a final event hosted by Google in **Tokyo on 28 April 2018** (the "Final") where they will compete for prizes.

2.6. The winner and runners-up will be announced on **28 April** 2018 at the Final.

## Game Requirements

2.7. The Game must meet the following criteria (“Game Requirements”):

- a. It must not contain, incorporate or otherwise use any content, material or element that is unlawful, or otherwise be in violation of or contrary to all applicable laws and regulations.
- b. It must comply Developer Program Policy available at [https://play.google.com/intl/ja/about/developer-content-policy/index.html#!?modal\\_active=none](https://play.google.com/intl/ja/about/developer-content-policy/index.html#!?modal_active=none) (JP) / [https://play.google.com/intl/ko/about/developer-content-policy/index.html#!?modal\\_active=none](https://play.google.com/intl/ko/about/developer-content-policy/index.html#!?modal_active=none) (KR) and must not be derogatory, offensive, threatening, defamatory, disparaging, libelous or contain any content that is inappropriate, sexual, profane, indecent, tortuous, slanderous, discriminatory in any way, or that promotes hatred or harm against any group or person, or otherwise breach the spirit of the Contest, as determined by Google, in its sole discretion.
- c. It must not contain any content, material or element that violates any third party rights.
- d. It must have been developed by the Participant.
- e. If the Game is publicly available in Google Play Store, it must have been published after 1 January 2017. Games soft-launched or published prior to this date, even if in a limited set of countries, are not eligible to enter.
- f. If the game is not yet publicly available on Google Play Store, it needs to be available at least in private beta by 25 March 2018 to be eligible and aimed to launch officially by 31 December 2018.
- g. If the Game is not yet publically available in Play Store, it must have a playable demo APK (Android Package Kit) submitted to Google Play as private beta through the Google Play Console and made accessible to the judges by inviting [playindiecontest@gmail.com](mailto:playindiecontest@gmail.com) as a beta tester within the Submission Period.
- h. For virtual reality or augmented reality submissions, the Game must use the Google VR SDK or the ARCore SDK.

## 3. Determining the Winners

### Finalists (up to 20)

3.1. After the Submission Period, the entries will be judged by an initial panel of Google judges and an independent judge, which will evaluate the entries in accordance with the criteria set out in these Terms and select up to twenty (20) Games from all the entries (“Finalists”).

3.2. Participants who are selected as Finalists will be requested to attend to the Final to exhibit and showcase their Games.

3.3. Participants who are selected as Finalists must attend the Final and showcase their Game(s) in order to be eligible to win prizes.

3.4. If Representative is living outside of **Kanto Area**, Google shall cover the costs for travel and accommodation, subject to the provisions contained in **Clause 6** below, for up to 2 representatives (one room for each representatives) from each Finalist for 2 nights in a hotel in **Tokyo**. If the Finalists do not wish to benefit from the travel or accommodation, no cash equivalent shall be paid out.

## Top 10

3.5. At the Final, the top ten (10) Games ("Top 10") will be announced. The Participants who are selected as Top 10 will be invited to present their Games on stage to a final judging panel (made up of Google employees and third party industry experts).

3.6. The Top 10 will be selected as follows:

3.6.1. Three Games will be selected by a panel of Google judges; and

3.6.2. Seven Games will be selected by public vote of those attending the Final based on the overall user experience.

## Top 3

3.7. The public vote and final judging panel will select three (3) winners.

## Shonen Jump+ Award

3.8. This award is done independently by Shueisha Inc. One member of the Finalists will be selected by Shueisha Jury. In addition, depending on the judgment of the Shueisha auditor, winners corresponding to this award may not be elected.

## Criteria

3.9. The judges will evaluate the entries by reference to the following criteria and percentages:

- a. Innovation (30%)
- b. Fun (30%)
- c. Design (20%)
- d. Technical & Production quality (20%)

## 4. Prizes

Google will award the following prizes set out below:

4.1. Finalists (Up to 20)

(i) The opportunity to exhibit and showcase your Game at the Final.

(ii) If Representative is living outside of **Kanto Area**, paid travel and accommodation for 2 nights for 2 representatives (2 rooms) in a hotel in **Tokyo**.

(iii) Inclusion of your Game in a dedicated Indie Games Contest collection and the Indie Corner collection in Google Play store in **Japan (Korea)** for one (1) month. If your game is not published or user review score of your game is lower than 3.8 on the Google Play store on **28 April 2018**, your Game might not be included in any of Play Store collections.

(iv) Inclusion of your Game in a video on YouTube that will be produced and distributed by YouTuber(s) who will be jury for the finale event. Your game will be one of Finalists to be played in a video.

(v) Google Play Gift Card (1000 yen / **10000 won**)

(vi) Presentation training by the industry experts

(vii) Right to join **APP DOJO (App Excellence Program)**

#### 4.2 Top 10 (in addition to the above)

(i) One (1) x 1 hour sessions of personalized business consultation with a member of Google team regarding the game submitted to this Contest.

(ii) One (1) x 1 hour sessions of personalized consultation on online marketing with a member of Google team regarding the game submitted to this Contest.

(iii) One (1) x 1 hour sessions of personalized consultation on ad monetization with a member of Google team regarding the game submitted to this Contest.

(iv) Invitation to a lunch at Google Tokyo office. We won't provide the transportation cost for this.

(v) one (1) Google Home

#### 3 (in addition to the above)

(i) The banner dedicated to your Game on Game top page and the editorial page dedicated to your game on Google Play store in **Japan**. If your game is not published or user review score of your game is lower than 3.8 on the Google Play store on **28 April 2018**, your Game might not produce the banner or page.

(ii) A video on YouTube that will be featuring your Game and produced and distributed by YouTuber(s) who will be jury for the finale event.

(iii) Translation of your Game and the listing page on Google Play store into English, Korean, or Traditional Chinese. The word count is up to 10,000 words.

(iv) One (1) ticket for the 2018 Google I/O and paid travel to San Francisco, subject to Google's sole discretion.

(v) One (1) x 1 hour sessions of personalized technical consultation with a member of Google team regarding the game submitted to this Contest.

(vi) One (1) latest Android device as of 1 April 2018

4.4 Shonen Jump+ Award (If elected, it will be awarded separately from the Top 10 and Top 3.)

Follows the content that Shueisha Inc. separately specifies. Details such as awards will be communicated from the Shueisha Inc. to the winners and agreed by both parties, and Google will not assume any responsibility for the content.

4.5 Restrictions

4.5.1 Winners of tickets to attend events shall be responsible for all travel (except for the paid travel to Google I/O) and accommodation costs, and all other expenses incurred to attend the events, including, but not limited to: any costs associated with obtaining a passport or visa, passenger tariffs or duties, surcharges, airport fees, service charges or facility charges, personal charges at lodging, insurance, security fees and taxes. Google shall not be liable in any way for any such costs.

4.5.2 Winners who entered the contest using an unreleased APK, will need to make their Games publicly available in the Google Play Store (at least in open beta) by 28 April 2018, in order to claim the prizes they are eligible for. Games that are not released publicly will not be featured in Google Play store.

4.5.3 If you are a Top 10, Runner-up or Winner with a rating lower than 3.8 on the Google Play store on 28 April 2018 your Game will not be included in Google Play store.

4.5.4 All decisions by Google regarding prize winners will be final and binding. No correspondence will be entered into.

4.5.5. In case you cannot or don't wish to receive any of Prizes, no equivalent of Prizes can be claimed.

## 5. Notification of Finalists, Winners and Winners' Obligations

5.1. If you are a Finalist, Google will notify you by sending an email to the address you provided on entry to the Contest no later than 10 April 2018. This email will contain all necessary information relating to the Final to be held in Tokyo, including travel information.

5.2. The Top 10, Top 3 and Shonen Jump+ Award will be announced on 28 April 2018 at the Final in Tokyo.

5.3. Google reserves the right in its reasonable discretion to substitute equivalent prizes of equal or greater value. No cash equivalent of prizes can be claimed. Prizes are non-replaceable.

5.4. You may be required to submit a declaration of eligibility and/or publicity release in order to receive a prize.

5.5. Google is not responsible for lost, late, misdirected, mutilated, incomplete and illegible entry materials, or for electronic transmission errors, theft or destruction or unauthorized access to or alterations of entry, technical malfunctions of any kind. Entries are void if they are in whole or in part incomprehensible, incomplete, damaged, irregular, altered, counterfeit, produced in error, forged, mechanically reproduced or obtained through fraud or theft.

5.6. Google will not be liable for unsuccessful efforts to notify a winner. If a winning Participant declines a prize, does not respond to the prize notification within 5 working days or fails to claim the prize in the manner specified within 5 working days, is unavailable for prize fulfillment, fails to abide by these Terms or is ineligible, Google may select an alternative winner from all remaining Participants.

5.7. The prize may be subject to restrictions and/or licenses and may require additional hardware, software, service, or maintenance to use. If you are a winner, you will bear all responsibility for use of the prize in compliance with any conditions imposed by the prize manufacturer, and any additional costs associated with its use, service, or maintenance.

5.8. If you win a prize, you will be solely responsible for ensuring that you comply with applicable tax laws and filing requirements.

5.9. Prizes are non-transferrable. You may not sell on or give away a prize to other individuals or business.

5.10. Names of winners will be available by sending an email to [playdevelopers@google.com](mailto:playdevelopers@google.com) before **30 April 2018**.

## 6. Travel arrangements to the Final

6.1 The following terms of section 6, will apply to Participants that are selected as a top 20 Finalist of the Contest and must attend the Final, in accordance with Clause 4.4 above.

6.2 Finalists representatives must travel together at the same time on the same itinerary. Stop overs may apply. This will consist of economy-class fare for the Finalists representatives from the airport/station that is the closest to the city noted on the submission form when the contest was entered, to an airport/station in the **Tokyo** area; hotel accommodations for two nights in the **Tokyo** area at Google's discretion; fare and hotel accommodations will be arranged at Google's discretion - certain blackout dates and travel restrictions may apply.

6.3 Flights/trains will be economy class. Caps will be decided at Google's discretion;

6.4 The Finalists will be required to provide Google with all necessary information in order for Google to book travel including, but not limited to, passport information, home addresses and email addresses of Finalists representatives, all information provided will be treated as confidential.

6.5 Google will not be responsible for any other expenses incurred to attend the Final, including, but not limited to: any costs associated with surcharges, service charges or facility charges, personal charges at lodging, insurance, security fees and taxes.

6.6 It is the responsibility of the Finalists or its representatives to inform Google of any wheelchair or similar access requirements for the representative(s) when travelling to the Final, and to adhere to any applicable health and safety guidelines.

## 7. Privacy

7.1. You acknowledge, hereby accept and recognise, under the laws and regulations governing data protection in your country that Google may collect, store, share and otherwise use personally identifiable information provided during registration for the Contest. By entering into the Contest and providing your personally identifiable information you consent that Google will use this information for the purpose of the Contest only and will process any such personal information in accordance with its Privacy Policy (<http://www.google.com/policies/privacy/>). If you do not consent to the processing of your personally identifiable information as described here and detailed in the Privacy Policy, you will not be able to enter and participate in the Contest.

7.2. Your information may also be transferred to countries outside your country residence, including the United States. Such other countries may not have privacy laws and regulations similar to those of your country of residence. By your acceptance of the provisions of paragraph 7.1 above, you accept the transfer of your identifiable informations to countries outside your country of residence.

7.3. You have all the rights granted by the applicable privacy legislation including but not limited to the right to request access, review, rectification or deletion of any personal data held by Google in connection with the Contest by writing to Google at [playdevelopers@google.com](mailto:playdevelopers@google.com).

## 8. Intellectual Property Rights

8.1. As between Google and you, you retain ownership of all intellectual property rights (including moral rights) in and to any content submitted by you as part of your entry into the Contest. By submitting an entry into the Contest, you grant Google, its subsidiaries, agents and partner companies, an irrevocable, worldwide, non-exclusive and, unless otherwise agreed, royalty free licence for the maximum amount of time permitted by the applicable law in the entry to use, copy, reproduce, adapt, modify, publish, distribute, publicly perform, create a derivative work from, and publicly display your entry into the Contest for any purpose connected with the Contest, such as, but not limited to: (1) for the purposes of allowing Google and the judges to evaluate your entry for purposes of the Contest and identifying winners to the public, and (2) for the purposes of advertising and promotion, and press and media communications.

8.2. You promise that you are entitled to any intellectual property rights in your entry and that you have not copied your entry, in whole or in part, from any other existing work to which you do not have exclusive intellectual property rights. You agree to indemnify and hold Google harmless against any third party legal proceeding arising from an allegation that the entry infringes or misappropriate any third party's rights, including intellectual property rights.

8.3. By accepting a prize, Participant grants to Google a worldwide, irrevocable, sub-licensable, and non-exclusive licence to use Participant's name, business name, brand features and website address for advertising and promotional purposes (including, without limitation, the promotion of the Contest) for the full period of protection of any applicable intellectual property laws.

8.4. Participants agree to participate in any media or promotional activity regarding the Contest if they win a prize and, in that event, will grant to Google, to the extent permitted under applicable law, a worldwide, irrevocable, sub-licensable, and non-exclusive licence to use Participant's name, image and likeness for advertising and promotional purposes.

## 9. Right to cancel, modify or disqualify

9.1. If for any reason outside Google's control, the Contest is not capable of running as planned (which may include tampering, unauthorized intervention, fraud, technical failures, printing errors, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest), Google may, at its sole discretion, cancel, terminate, modify or suspend the Contest.

9.2. Google may, acting reasonably: (a) disqualify any participant who tampers with the submission process or any other part of the Contest or whose conduct is contrary to the spirit of the Terms or the intention of the Contest and declare void any or all of their entries based on such conduct; or (b) declare void any entries resulting from any errors materially affecting the result of the contest or the number of entrants.

## 10. Limitation of Liability & Disclaimer of Warranties

10.1. Nothing in these Terms will exclude or limit the liability of Google or its affiliates for:

- a. willful misconduct or gross fault,
- b. death or personal injury as a result of the negligence of Google or its affiliates, servants, agents or employees;
- c. fraud or fraudulent misrepresentation; or
- d. any other liability that may not be excluded or limited under applicable law, including, but not limited to, liability for damages caused intentionally or with gross negligence.

10.2. Subject to clause 10.1, Google shall not be liable under or in connection with this Contest (whether in contract, tort (including negligence) or otherwise) for any:

- a. loss of profit; or
- b. indirect or consequential losses;

suffered or incurred by you (whether or not any such losses were or were not foreseeable or within the contemplation of the parties) unless such limitation of liability is prohibited under local law.

10.3. Subject to clause 10.1(c), and to the extent permitted by law, all warranties, conditions or terms, express or implied, relating to the prize, its use, value or enjoyment, including (without limitation) its satisfactory quality or fitness for purpose, are excluded, with the exception of any standard manufacturer's warranty that may apply to the prizes.

10.4. Subject to clauses 10.1 and 10.2 Google's total liability to a Participant under or in connection with this Contest (whether in contract, tort (including negligence) or otherwise) is limited in aggregate to JPY3,000,000 unless such limitation of liability is prohibited under local law.

## 11. Severability

If any provision(s) of these Terms are held to be invalid or unenforceable, all remaining provisions will remain in full force and effect.

## 12. Google Play

Distribution of the Game through Google Play is governed by the Developer Distribution Agreement found at <https://play.google.com/about/developer-distribution-agreement.html> (or such other URL as Google may specify), or any other similar agreement for distribution of the Game provided by Google, but not, for the avoidance of doubt, these Terms.

## 13. Governing Law and Jurisdiction

These Terms shall be governed by, subject to, and construed in accordance with the laws of Japan and the Participant shall submit to the exclusive jurisdiction of Tokyo District Court in relation to any dispute (contractual or non-contractual (including negligence)) concerning these Terms or this Contest.

## 14. Import and Export Laws

Participants acknowledge and agree that the Contest (including the award of prizes) may be subject to certain export laws and regulations.