

**“INDIE CAMP”
OFFICIAL RULES**

You are providing your information to Ubisoft Blue Byte GmbH. The information you provide will only be used in accordance with the Ubisoft privacy policy which may be viewed at <https://legal.ubi.com/privacypolicy>.

1. **ELIGIBILITY:** Indie Camp (the “Competition”) is open to independent game development Startups registered in Germany, Austria or Switzerland with up to ten (10) employees and who have already developed a game or have a game in production that can be submitted during Competition (collectively “Game”). When applicable Participant must inform their publisher before entering the competition (please refer to article 8 regarding third parties rights). Employees, officers, and directors of Sponsor and its affiliated companies, subsidiaries, licensees, franchisees, distributors, dealers, sales representatives, advertising and promotion agencies, and any and all other companies associated with the Competition (collectively, the “Competition Entities”), and each of their immediate families (i.e., parents, spouse, siblings, children, grandparents, step parents, stepchildren and step siblings, and their respective spouses, and those living in the same household, whether or not related) are not eligible to participate. Subject to all applicable federal, state, provincial, municipal, territorial and local laws, directives and regulations.

2. **SPONSOR:** Ubisoft Blue Byte GmbH, Luise-Rainer-Str. 7, 40235 Düsseldorf, Germany

3. **SUBMISSION PERIOD:** The Submission Period will begin at 09.00 Central European Time (CET) on August 23rd, 2021 and will end at 23.59 CET on November 15th, 2021.

4. **HOW TO ENTER:**

To enter the Competition, please follow the steps below. Specific dates and times subject to change:

Fill in the submission form available at <https://bluebyte.ubisoft.com/en/our-engagements/entrepreneurs/indie-camp/> and provide all required information during submission period.

The submitted Game must be an original work of Participant and must not infringe or conflict with the trademark, copyright, rights of privacy, rights of publicity or any other rights, of any kind or nature, of any other person or entity.

By participating in the Competition, each Entrant (collectively “**Entrant**” “**Participant**” or “**You**”) unconditionally accepts and agrees to comply with and abide by these official rules and the decisions of Ubisoft Blue Byte, GmbH, Luise-Rainer-Str. 7, 40235 Düsseldorf (the “**Sponsor**”), whose decisions shall be final and legally binding in all respects.

All entries are subject to verification by the Sponsor. Entries that do not meet the requirements specified below or otherwise do not comply with the Official Rules herein may be disqualified. Any attempted form of entry other than as described herein is void. Sponsor, in accordance with the Competition rules and regulations, will determine in its sole discretion, what constitutes a valid entry.

5. SELECTION:

Sponsor will select three (3) nominees (“**Nominees**”) among all Entries meeting the Competition requirements. Selection of Nominees will be based on the submitted Game including criteria such as but not limited to innovation, creativity, presentation, difficulty, sound, fun-factor, controls, story, integrity and targeting.

Nominees will be invited to pitch their Game and studio in front of a Jury ("Jury") composed of gaming experts from Ubisoft and external gaming experts before the Indie Camp Award Ceremony ("Event"). Nominees agree to attend the Event in Düsseldorf. Jury will choose one (1) Winner. The Winner will be announced during the Event. Prior and during the Event, Nominees agree to take part in marketing campaigns, including interviews to promote Indie Camp. By participating to the Competition and to the Event, Nominees acknowledge permission for the Entities to use Nominee's entry materials, including Game, video, name, name of owners, photograph, biographical information, statements and complete address (collectively, the "Attributes"), for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter devised, in perpetuity, without further compensation or authorization, and releases the Competition Entities from all claims arising out of the use of such Attributes.

6. PRIZES:

The Prizes listed below will be awarded to the Winner in this Competition:

The Winner will be part of the Indie Camp program. As part of Indie Camp program, Winner will benefit from the following support from Sponsor:

- Mandatory mentorship in the following area of expertise (approx. 1 hour each):
 - Entrepreneurship
 - Project funding and calculations
 - Marketing in general
 - Business development

- Mentorship in the following area of expertise, depending on need (approx. 1 hour each):
 - Community development
 - Influencer marketing
 - Digital sales
 - Programming
 - Art
 - Design
 - Producing
 - Audio
 - UI/UX

- Marketing support:
 - Submitted Game of the Winner will be presented at Gamescom 2022 at Indie Arena Booth. To this effect Winner is granted a small booth during Gamescom 2022 at Indie Arena Booth.
 - Integration on Ubisoft Blue Byte studio website
 - Other opportunities for support that may arise in the future to be determined by Sponsor

- Playtests:
 - At the Ubisoft Düsseldorf User Research Lab in Düsseldorf
 - Value of playtests cannot exceed 3.500€

Indie Camp Program is subject to separate terms and conditions that the Winner shall accept to participate in the program and benefit from the Prizes listed above.

All taxes on the Prizes are the winners' sole responsibility. Prizes are not transferable or redeemable for cash. Sponsor reserves the right to make equivalent substitutions as necessary, due to circumstances not under its control. The Sponsor will not replace any lost or stolen Prize when applicable. Prizes are provided "as is". Entrants acknowledge that Competition Entities have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Prizes.

By participating in the Competition, the winners acknowledges that Competition Entities have not and will not obtain or provide insurance of any kind relating to the Prizes and that the winner will be responsible for obtaining and paying for any life, travel, car, accident, property or other form of insurance relating to the Prizes.

7. NOMINEES NOTIFICATION: Nominees will be notified by e-mail, sent to the e-mail address provided on the entry form. Sponsor shall have no liability for any potential nominee notification that is lost, intercepted or not received by any potential nominee for any reason. Failure to complete and return the documents in the time noted, or if notification is undeliverable, will result in disqualification and an alternate potential nominee will be selected and notified, time permitting.

8. ENTRANT REPRESENTATIONS, WARRANTIES AND INDEMNIFICATION: Entrant represents and warrants to Sponsor that their entry is (i) completely the original work of the Entrant and was written or filmed solely by the Entrant, (ii) not copied from any other source or previously broadcast or otherwise distributed or disseminated in any media or format, (iii) not in the public domain, and (iv) not in violation of or conflict with the trademark, copyright, rights of privacy, rights of publicity or any other rights, of any kind or nature, of any other person or entity. ENTRANT AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS SPONSOR, THE COMPETITION ENTITIES, AND ANY THIRD PARTIES AFFILIATED OR ASSOCIATED WITH THE DEVELOPMENT AND EXECUTION OF THIS COMPETITION, FROM ANY AND ALL CLAIMS, DAMAGES AND LIABILITIES ASSERTED AGAINST THE SPONSOR, THE COMPETITION ENTITIES, AND THE THIRD PARTIES BY REASON OF ENTRANT'S PARTICIPATION IN THIS COMPETITION, INCLUDING WITHOUT LIMITATION (A) ANY BREACH OF THE ABOVE REPRESENTATIONS (B) CLAIMS FOR INJURY, LOSS OR DAMAGE OF ANY KIND RESULTING FROM PARTICIPATION IN THIS COMPETITION OR ACCEPTANCE, USE OR LOSS OF ANY PRIZE AND (C) CLAIMS BASED ON RIGHTS OF PRIVACY, RIGHTS OF PUBLICITY, FALSE LIGHT, DEFAMATION, COPYRIGHT AND/OR TRADEMARK INFRINGEMENT RELATING TO THE SUBMISSION OR EXPLOITATION OF THE ENTRANT'S CONCEPT.

9. LIMITATION OF LIABILITY: Sponsor, the Competition Entities, and any third parties associated or affiliated with the development and execution of this Competition are not responsible for problems downloading or uploading of any Competition-related information to or from the web site or for any other technical malfunctions of electronic equipment, computer on-line systems, servers, or providers, computer hardware or software failures, phone lines, failure of any electronic mail entry to be received by Sponsor on account of technical problems, traffic, congestion on the internet or the web site, or any other technical problems related to web site entries including telecommunication miscommunication or failure, and failed, lost, delayed, incomplete, garbled or misdirected communications which may limit an entrant's ability to participate in this Competition.

EXCEPT FOR CLAIMS RESULTING FROM DEATH OR PERSONAL INJURY ENTRANT HEREBY RELEASES SPONSOR, THE COMPETITION ENTITIES AND ANY OTHER THIRD PARTIES AFFILIATED OR ASSOCIATED WITH THE DEVELOPMENT AND EXECUTION OF THIS COMPETITION FROM ANY AND ALL CLAIMS DAMAGES, LIABILITIES AND ACTIONS ("CLAIMS") WHICH MAY BE CAUSED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM ENTRANT'S PARTICIPATION IN THE COMPETITION, INCLUDING WITHOUT LIMITATION CLAIMS ARISING FROM: (I) TECHNICAL FAILURES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE MALFUNCTIONING OF ANY COMPUTER, CABLE, NETWORK, HARDWARE OR SOFTWARE; (II) THE UNAVAILABILITY OR INACCESSIBILITY OF ANY TRANSMISSIONS OR TELEPHONE OR INTERNET SERVICE; (III) UNAUTHORIZED HUMAN INTERVENTION IN ANY PART OF THE ENTRY PROCESS OR THE COMPETITION; (IV) ELECTRONIC OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE COMPETITION OR THE PROCESSING OF ENTRIES; (V) ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY, INCLUDING BUT NOT LIMITED TO ENTRANT'S COMPUTER, HARDWARE OR SOFTWARE; (VI) RIGHTS OF PRIVACY, RIGHTS OF PUBLICITY, FALSE LIGHT, DEFAMATION, COPYRIGHT AND/OR TRADEMARK INFRINGEMENT RELATED TO ENTRANT'S SUBMISSION; AND (VII) ENTRANT'S ACCEPTANCE, USE OR LOSS OF ANY PRIZE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR

EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES; THEREFORE THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO ENTRANT IN WHOLE OR IN PART.

10. PUBLICITY RELEASE/ ASSIGNMENT OF RIGHTS: Acceptance of any Nomination or Prize constitutes Nominee's/Winner's permission for the Entities to use Nominee's/Winner's entry materials, including video, name, photograph, likeness, voice, biographical information, statements and complete address (collectively, the "**Attributes**"), for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter devised, in perpetuity, without further compensation or authorization, and releases the Competition Entities from all claims arising out of the use of such Attributes.

11. ENTRANT'S PERSONAL INFORMATION: Ubisoft Entertainment (107 avenue Henri Fréville, BP 10704, 35207 Rennes Cedex 2, France) collects and processes Entrants' personal data to allow their participation in the Competition. The processing of Entrants' personal data is necessary to perform the contract they have entered with Ubisoft by accepting the Official Rules. Entrants' personal data will be accessible by Ubisoft, its affiliates and sub-processors, and will be stored until the end of the Competition. When Entrants consent, their data may also be used for other purposes outside of the strict organization of the Competition, as described in the information notice, and will be stored as long as Entrants agree to such uses.

Ubisoft may transfer Entrants' personal data to non-European countries that ensure an adequate level of protection according to the EU Commission or within the framework of the standard data protection clauses adopted by the EU Commission here.

Entrants can withdraw their consent at any time, request a copy, the deletion or rectification of their data, object to or request the restriction of their processing, and/or receive their information in portable form by contacting Ubisoft at entrepreneurs.gsa@ubisoft.com.

After contacting Ubisoft, if Entrants are not satisfied with the way Ubisoft handled their request, Entrants may address a complaint to the regulatory authority of their country.

12. CANCELLATION: Sponsor reserves the right to cancel or modify the Competition and the Prizes in its sole discretion, especially if fraud or technical failures destroy the integrity of the Competition as determined by the Sponsor, and in such case to award the Prizes based on eligible entries received prior to the cancellation. Sponsor reserves the right to cancel or modify the Competition and the Prizes to abide with national and international safety measures and recommendations against COVID-19.

13. DISPUTES: Entrant agrees that Germany will be the exclusive forum for any formal dispute resolution. 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 Competition shall be governed by, and construed in accordance with, the laws of Germany.

14. OFFICIAL RULES, WINNERS LIST: A copy of the Official Rules may be downloaded from <https://bluebyte.ubisoft.com/en/our-engagements/entrepreneurs/indie-camp/> for the duration of the Competition.

15. ADDITIONAL TERMS:

The use of any Prize manufacturer or venue, name or trademark in connection with any of the Prizes is solely for the purpose of describing such Prize, and is not intended to suggest any affiliation or sponsorship.

The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.