

SEA Game Awards 2021 Terms and Conditions

These terms and conditions (“**Terms and Conditions**”) govern the Applicant (hereinafter defined) participation in the SEA Game Awards 2021 (“**Award**”) and the relationship between the Organizer (hereinafter defined) of the Award and the Applicant. By participating in the Award, the Applicant is deemed to have read, understood, accepted and agreed to these Terms and Conditions, including any amendment, modification or variation as may be issued by the Organizer, at its absolute discretion.

1. **Award.** SEA Game Awards 2021 is organized by the Organizer with an objective to give recognition for the outstanding artistic, creative, gameplay and technical achievements in the games industry for Southeast Asia Countries.

2. **Definition**

“ Awards ”	means SEA Game Awards 2021;
“ Applicant ”	means entity named as applicant in the Submission Form;
“ Submission Form ”	means completed entry form submit by the Applicant;
“ Organizer ”	means Malaysia Digital Economy Corporation Sdn Bhd;
“ Southeast Asia Countries ”	means Brunei, Cambodia, East Timor, Indonesia, Laos, Malaysia, Myanmar, Philippines, Singapore, Thailand and Vietnam; and
“ Submission(s) ” or “ Work(s) ”	means Applicant's work(s) or games together with the Submission Form submitted for the purpose of the Awards;

3. **Submission Period.** The Awards application is open for submission from 4th July 2021 until 2nd August 2021 by 11.59pm (GMT+8).

4. **Eligibility.**

- a. The Award is open to any individual, company/studio, indie game developer, game publisher or student from the Southeast Asia Countries.
- b. The Award is open for both published and unpublished games as follows:
 - i. **Published Games** – games released on mobile, PC, console or any online platform from 1st July 2020 and onwards; and
 - ii. **Unpublished Games** – games in the development stage but could be published any time after the Submission.
- c. Except for the previous Grand Jury Award winner, other previous participants and winners are allowed to resubmit application/Work(s) they have submitted and/or won previously provided that they fulfill eligibility criteria in (a) and (b) above (“Resubmission”). The Resubmission will be evaluated for categories other than category won by the Applicant previously.

5. **Submission.**

- a. Application must be submitted online to the Organizer via www.mdec.my/levelupkl/seagameawards within the Submission Period;
- b. Applicant may submit multiple Submission for different Works/games (to complete separate Submission Form for each Work/game); and
- c. All Works must be the original work of the Applicant.

6. Awards Categories.

- a. Grand Jury Award
 - o The Grand Jury Award recognizes the overall best game unanimously selected by the juries.
- b. Audience Choice Award
 - o The Audience Choice Award recognizes the game with the highest votes from the audience and players at LEVEL UP KL 2021.
- c. Rising Star Award
 - o The Rising Star Award recognizes the most anticipated game to be released by a new game studio.
- d. Best Technology
 - o The Best Technology recognizes the overall excellence of technology in a game - that creatively uses advanced technologies, multiplayer including graphics programming, artificial intelligence and networking.
- e. Best Visual Art
 - o The Best Visual Art recognizes the overall excellence of visual art in a game – including art direction, animation, modeling, character design, texture creation, and so on.
- f. Best Game Design
 - o The Best Game Design recognizes the overall excellence of design in a game including gameplay mechanics, playability, play balancing and level design.
- g. Best Audio
 - o The Best Audio recognizes the overall excellence of audio in a game inclusive of sound effects, musical composition & score, original song, licensed soundtrack, sound design, orchestration etc.
- h. Best Storytelling
 - o The Best Storytelling recognizes the game with the most outstanding storytelling and narrative development including plot construction, scenario, story and dialogue.
- i. Best Innovation
 - o The Best Innovation recognizes the single game that demonstrates true innovation, advances the state of the art, and pushes the boundaries of games as an expressive medium.
- j. Best Student Game
 - o The Best Student Game recognizes the overall best game developed by student(s) from the Southeast Asia region.

7. Judging Process.

- a. Upon receiving the Submission, the Applicant's Work(s) will be reviewed by the respective juries appointed by the Organizer and all decisions are final and absolute.
- b. All shortlisted Submissions will be informed via email by 17th August 2021.
- c. All shortlisted Submissions are required to reply and confirm the showcase participation by 22nd August 2021.
- d. Upon confirmation, shortlisted Submissions will be invited as Finalists for the Awards.
- e. The judging session will be done through online session with the facilities and equipments provided based on best-effort-basis by the Organizer.

8. Finalist & Winners.

- a. Finalists will be given the following privileges:
 - i. **LEVEL UP KL 2021 Conference** : Two (2) business passes (which includes access to business matching session on 6th – 10th September 2021 and

- ii. industry conference from 21st – 22nd September 2021).
- ii. **SEA Games Showcase** : One (1) complimentary featuring slot on online showcase platform, available dates are between 1st – 30th September 2021.
- iii. **MYDCF Exhibition** : One (1) complimentary indie showcase booth with one (1) exhibitor account from 1st September – 30th September 2021.
- b. Winners of the Awards will be announced by the Organizer on 24th September 2021 through an online event.

9. Showcase Requirement.

- a. Finalists must exhibit at these online events :
 - i. **LEVEL UP KL 2021 Conference** (21st – 22nd September 2021)
 - ii. **SEA Games Showcase** (1st – 30th September 2021)
 - iii. **MYDCF Exhibition** (1st September – 30th September 2021)
- b. Finalists will be provided with virtual booth through online platform.
- c. All materials for virtual booth such as visuals, graphics, videos, files, etc will need to be provided by the Finalists themselves.

10. Disqualification. The Organizer reserves the right to disqualify any Submission without any prior notification to the Applicant if his/her Submission(s) consist any of the following criteria:

- a. offensive or obscene;
- b. slanderous or defamatory which is likely to bring the Organizer into disrepute;
- c. violates the privacy or impair the credibility of any person;
- d. violates any law or is connected to any illegal activity;
- e. includes any other inappropriate contents or images;
- f. infringement of any third party rights; and/or
- g. non-observance with these Terms and Conditions.

In addition to the above, Submission will be automatically rejected if incomplete, unreadable, damaged, mutilated, tampered with, falsified, mechanically reproduced, irregular in any way or otherwise not in compliance with these Terms and Conditions. In the event of any claim made by any third party in relation to the Applicant's Work(s), the Applicant must take full responsibility and deal with the said third party claims at their own costs. The Organizer accepts no responsibility or liability in such matter.

11. Right to Use & Publish. By entering the Awards, the Applicant agrees to provide the Organizer with the right to use the Works, free from royalty for the purpose of showcasing any and all Works produced by the Applicant under the Awards for promotional purposes. The Applicant further agrees and grants the Organizer rights to use, publish and/or display the Applicant's Works, name, address, photographs, audio, visual recording in connection with such promotional showcasing, but have no obligation to do so and without payment or compensation to the Applicant.

12. Exclusion of Liability. The Organizer, sponsors and their group of companies and their employees, agents and representatives hereby disclaim any and all liabilities that may arise in connection with the Applicant's Work(s) and any materials submitted and/or produced in relation thereto. Further, the Organizer and its employees, agents and representatives shall not be held responsible for any Submission that is lost or damaged in transit. The Applicant shall indemnify the Organizer against any claims or direct or indirect, special, incidental or consequential damages from any party that may arise from the Submission and/Work(s) submitted by the Applicant for the Award and/or breach of these Terms and Conditions.

- 13. Termination on Corruption, Unlawful or Illegal Activities.** Without prejudice to any other rights of the Organizer, if the Entrant is convicted by a court of law for corruption or unlawful or illegal activities in relation to this Award or any other agreement that the Entrant may have with the Organizer, the Organizer shall be entitled to terminate this Award at any time, by giving a written notice with immediate effect. Upon such termination, the Organizer shall be entitled to all losses, costs, damages and expenses (including any incidental costs and expenses) incurred by the Organizer arising from such termination. For the avoidance of doubt, the Organizer shall be entitled to any form of losses including loss of profit, damages, claims or whatsoever against the Organizer upon such termination of this Award.
- 14. Personal Data.** By submitting the Submission Form, the Applicant represents and warrants to the Organizer that the Applicant has read and understood the Organizer's Personal Data Protection Statement which is available at <https://mdec.my/footer-pages/personal-data-protection/> and agreed to the processing of personal data by the Organizer in the manner set out therein.
- 15. Governing Law and Jurisdiction.** These Terms and Conditions and all disputes and differences arising out of or in connection with these Terms and Conditions (including any dispute regarding the existence, validity or termination of these Terms and Conditions or the consequences of its nullity) shall be governed by and construed in accordance with the laws of Malaysia. The courts of Malaysia shall have exclusive jurisdiction to settle any dispute arising out of or in connection with these Terms and Conditions.
- 16. Indemnification.** The Applicants, finalists and winners agree to indemnify and save harmless the Organizer, Sponsor, promotion partners, and all other promotion entities, affiliates, subsidiaries and divisions, and their respective directors, officers, employees and agents ("Released Parties") against and from any claim, damage, loss, liabilities or expenses due to or resulting from any negligence, wrongful act or breach of duty on the part of the Released Parties arising at any time from the participation in this Awards or inability to participate in or parts thereof. The Applicants, finalists and winners hereby agrees that the Released Parties shall not be liable to the Applicants, finalists and winners and/or any third party for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with this Terms and Conditions and/or the Awards including liability for any special, punitive, incidental or consequential loss, damage and any loss which may be suffered or incurred or which may arise directly or indirectly in respect of the acts or omissions of any third party or the Released Parties, even if the Released Parties has been advised of the possibility of such damages.
- 17. Miscellaneous.**
- a. No representation, warranty or undertaking is given to the Applicant that Submission and/Work by the Applicant will be received or held in confidence.
 - b. The Organizer reserves the right to substitute, suspend, cancel, terminate or modify the Awards and/or these Terms and Conditions, without prior notice, at its sole and absolute discretions at any time.
 - c. The Organizer's failure to enforce any of these Terms and Conditions shall not be constitute a waiver of that provisions.
 - d. The decision of the appointed respective juries relating to the winner of the Awards shall be final and binding on all parties concerned.

- e. The Entrant acknowledge and agree that the information provided by the Entrant to the Organizer for purpose of the Entrant's application for the Award may be used by the Organizer for purposes of (a) use case, case study, awareness session workshop, training; (b) impact assessment, planning, analysis and/or preparing statistics; (c) publishing of consolidated data without disclosing identifiable details of the Entrant; and (d) disclosure to any government ministry, department, agency, authority or regulatory body.

- f. Nothing contained in these Terms and Conditions shall be construed as granting to the Entrant, by implication or otherwise, any license or right to use any of the proprietary rights and/or intellectual property rights owned and/or vested in the Organizer or any third party.

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