### SEA Game Awards 2025 Terms and Conditions

These terms and conditions ("**Terms and Conditions**") govern the Entrant (hereinafter defined) participation in the SEA Game Awards 2025 ("**Award**") and the relationship between the Organizer (hereinafter defined) of the Award and the Entrant. By participating in the Award, the Entrant 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. SEA Game Awards 2025

SEA Game Awards 2025 is an award event 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

"Award"	means SEA Game Awards 2025.
"Entrant"	means any companies / studios / game publishers / students that submits the Entry in accordance with these Terms and Conditions.
"Entry Form"	means completed application form as prepared and provided by MDEC, and to be submitted by the Entrant;
"Entry"	means the submission of entry(s) made by the Entrant for the purpose of submitting Work to participate in the Award, in accordance with these Terms and Conditions.
"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.
"Work"	means Entrant's work(s) as described in Clause 5.1, submitted for the purpose of the Award and in accordance with the Terms and Conditions.

**3. Submission Period.** Subject to the Terms and Conditions stated herein, the submission period for Entry shall remain open for a minimum duration of one (1) month. Please refer to the official website for the exact timeline and/or any other future communication by MDEC.

## 4. Entrant Categories

## 4.1 Southeast Asia Company/ Studio

- a) Open to game companies/ studios based and registered in Southeast Asia Countries; and
- b) Open to game publishers based and registered in and outside of Southeast Asia Countries; and
- c) Game publishers(s) under this category can only submit the Work on behalf of game developer from Southeast Asia Countries;
- d) Eligible for Award Categories under Clause 7.1 to 7.9 only.

## 4.2 International Company/ Studio

- a) Open to game companies/ studios/ students/ game publishers from outside Southeast Asia.
- b) Eligible for Award Categories under Clause 7.11 only.



## 4.3 Student/ Academic

- a) Open to students who are currently enrolled in recognised universities/ higher education institutions in in Southeast Asia Countries; and
- b) Open to individuals who have graduated from an undergraduate / postgraduate programme at recognised universities/ higher education institutions in Southeast Asia Countries, within a period of one (1) year from the date of Entry;
- c) Entrant under sub-clauses (a) and (b) above is eligible for Award Categories under Clause 7.1 to 7.10 only.

# 5. Eligibility.

To be eligible for the SEA Game Awards, all Entries must meet the following criterias:

5.1 Type of Work

The Award accept both published and unpublished games:

- a) Published Games Games officially released on mobile, PC, console, or any online platform from 1 January 2024 onwards.
- b) Unpublished Games Games that are still in development at the time of submission but may be published after the entry is submitted.
- 5.2 General Entrant Requirements
  - a) The Entrant must fall under one of the recognised Entrant Categories outlined in Clause 4 above.
  - b) The Entrant must not be an employee, officer, or director of MDEC.
  - c) Game publisher(s) may submit Entry on behalf of game developer provided they have obtained consent from the game developer.
- 5.3 General Entry Conditions
  - a) Previous participants of SEA Game Awards (2024 and earlier) may submit a new entry using a previously developed game, provided it meets all current eligibility requirements.
  - b) There is no participation or submission fee.
  - c) Entrant may submit more than one Work.

## 6 Submission.

- 6.1 Entry Form, Work and relevant documents (if any) shall be submitted via online to the Organizer via <u>https://forms.gle/5EoR9385ZwwEF7ev6</u> within the Submission Period;
- 6.2 One (1) Entry Form is required for each Work submitted;
- 6.3 The Entry Form must be completed in full and with accurate information. Any incomplete Entry Form will not be accepted.
- 6.4 The Work must be the original creation of the Entrant. All music incorporated in the Work must either be an original composition created solely by the Entrant or be subject to a valid license lawfully obtained by the Entrant. In the event that any third-party copyrighted material (including but not limited to music, characters, scripts, or other protected content) is used in the Work, the Entrant shall be responsible for obtaining all necessary rights, permissions, and/or licenses from the applicable rights holders (e.g., composer, publisher, record label, or producer). Copies of such permissions or licenses must be submitted together with the Entry Form. Failure to provide such documentation shall result in disqualification of the Work.

## 7 Award Categories.

- 7.1 <u>Grand Jury Award</u>
  - The Grand Jury Award recognizes the overall best game unanimously selected by the juries from the list of finalists.
- 7.2 Audience Choice Award
  - The Audience Choice Award recognizes the game that receives the most public votes from the audience and players at LEVEL UP KL 2025.



- 7.3 Rising Star Award
  - The Rising Star Award recognizes the most anticipated game to be released by a new game studio that has not won award before.
- 7.4 <u>Best Technology</u>
  - The Best Technology recognizes the game that showcases cutting-edge technology advancements in game programming, graphics, physics, artificial intelligence, networking and other technical aspects that push the boundaries of interactive entertainment.
- 7.5 <u>Best Visual Art</u>
  - The Best Visual Art recognizes the game that displays excellence in art direction, visually stunning graphics, characters and world design, technical excellence and artistic cohesion.
- 7.6 Best Game Design
  - The Best Game Design recognizes the game that showcases a harmonious cohesion between innovative gameplay mechanics and overall user experience resulting in an immersive and engaging interactive experience.
- 7.7 Best Audio
  - The Best Audio recognizes the game with the most outstanding use of audio in a game inclusive of sound effects, sound design and voice acting that brings game worlds to life.
- 7.8 Best Score & Music
  - The Best Score & Music recognizes the game with the most memorable themes and melodies associated with the game's world and characters as well as technical excellence in music production to deliver a professional soundtrack.
- 7.9 Best Storytelling
  - The Best Storytelling recognizes the game the best use of narrative, storytelling, complex characters, world-building and emotional impact.
- 7.10 Best Student Game
  - The Best Student Game recognizes the best game developed by student(s) from the Southeast Asia region.
- 7.11 Best International Game
  - Open category award to recognize the Best Overall Game in terms of gameplay, quality of direction, popularity and critical acclaim across any country around the world.
- 7.12 Sponsored Award
  - The special sponsored award selected by the sponsors (if any) for the best game that fits their business direction.

## 8 Judging Process.

- 8.1 Upon receiving the Entry, the Work will be reviewed by the judges appointed by the Organizer and all decisions are final and absolute.
- 8.2 All shortlisted eligible Entrant(s) will be informed via email.
- 8.3 All shortlisted eligible Entrant(s) are required to reply and confirm the **Showcase Participation** (*as defined below*).
- 8.4 Upon confirmation of Showcase Participation, eligible Entrant(s) will be invited as finalists for the Award.
- 8.5 The judging process will be conducted through online and/ or physical session(s) with the facilities and equipment provided based on best-effort-basis by the Organizer.

# 9 Finalist & Winners.

- 9.1 Finalists will be given the following privileges:
  - a) **LEVEL UP KL 2025**: One (1) Business Pass and one (1) Conference Pass valid from 6 October - 8 October 2025.
  - b) SEA Games Showcase: One (1) complimentary featuring slot on showcase platform from 6 October – 8 October 2025.
- 9.2 Winners of the Award in all categories will be announced officially by the Organizer on <u>7</u> <u>October 2025.</u>



### 10 Showcase Requirement.

- 10.1 Finalists must exhibit the Work at LEVEL UP KL 2025 Exhibition on <u>6 8 October 2025</u> ("Showcase Participation").
- 10.2 Each of the finalists will be provided with a booth for the Showcase Participation.
- 10.3 All materials for the booth such as visuals, graphics, videos, files, etc will need to be prepared and provided by the Finalists themselves.

### 11 Disqualification.

The Organizer reserves the right to disqualify any Entry without any prior notification to the Entrant if his/her Work consist any of the following criteria:

- 11.1 offensive or obscene material / visual;
- 11.2 slanderous or defamatory which is likely to bring the Organizer into disrepute;
- 11.3 violates privacy or impair the credibility of any person;
- 11.4 violates any law or is connected to any illegal activity;
- 11.5 includes any other inappropriate contents or images;
- 11.6 infringement of any third-party rights; and/or
- 11.7 non-observance with these Terms and Conditions.

In addition to the above, Entry 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 Work, the Entrant must take full responsibility and deal with the said third party claims at the Entrant's own costs. The Organizer accepts no responsibility or liability in such matter.

### 12 Right to Use & Publish.

By entering the Award, the Entrant agrees to provide the Organizer with the right to use the Work, free from royalty for the purpose of showcasing it for promotional purposes. The Entrant further agrees and grants the Organizer rights to use, publish and/or display the Work, 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 Entrant.

#### 13 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 Work 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 Entry that is lost or damaged in transit. The Entrant shall indemnify the Organizer against any claims or direct or indirect, special, incidental or consequential damages from any party that may arise from the Work and/or Entry submitted by the Entrant for the Award and/or breach of these Terms and Conditions.

#### 14 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.

#### 15 Personal Data.

By submitting the Entry Form, the Entrant represents and warrants to the Organizer that the Entrant has read and understood the Organizer's Personal Data Protection Statement which is available at <a href="https://mdec.my/footer-pages/personal-data-protection">https://mdec.my/footer-pages/personal-data-protection</a> and agreed to the processing of personal data by the Organizer in the manner set out therein.



### 16 Code of Conduct. The Entrant hereby further represents and warrants that:

- a) the Entrant has read and understood the Code of Conduct available at <a href="https://mdec.my/footer-pages/mdec-code-of-conduct">https://mdec.my/footer-pages/mdec-code-of-conduct</a>; and
- b) the Entrant agrees to be bound by the terms of the Code of Conduct, and it has not breached and shall not breach any of the terms of the Code of Conduct applicable to it.

### 17 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.

### 18 Indemnification and Limitation of Liability

- 18.1 The Entrant 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 Award or inability to participate in or parts thereof.
- 18.2 The Entrant hereby agrees that the Released Parties shall not be liable to the Entrant, 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 Award 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.

#### 19 Miscellaneous.

- 19.1 No representation, warranty or undertaking is given to the Entrant that the Entry and/or Work will be received or held in confidence.
- 19.2 The Organizer shall not be held liable for any delay, suspension, or cancellation of the Award due to circumstances beyond its reasonable control, including but not limited to acts of God, war, natural disasters, pandemic, governmental orders, or technical failures.
- 19.3 The Organizer reserves the right to substitute, suspend, cancel, terminate or modify the Award and/or these Terms and Conditions, without prior notice, at its sole and absolute discretions at any time.
- 19.4 If any provision of these Terms and Conditions is found to be invalid, illegal or unenforceable under any applicable law, such provisions shall be deemed severed from these Terms and Conditions, and the remaining provisions shall remain in full force and effect.
- 19.5 The Organizer's failure to enforce any of these Terms and Conditions shall not be constitute a waiver of those provisions.
- 19.6 By entering the Award, the Entrant agrees to receive communications electronically and acknowledges that all agreements, notices, disclosures, and other communications provided electronically satisfy any legal requirements as if in writing.
- 19.7 Nothing contained in these Terms and Conditions shall be construed as granting 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.



5

19.8 The Entrant acknowledge and agree that the information provided by the Entrant to the Organizer for purpose of 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.

