

SOUTHEAST ASIA (SEA) GAME AWARDS 2023 TERMS AND CONDITIONS

These terms and conditions ("**Terms and Conditions**") govern the Entrant (hereinafter defined) participation in the SEA Game Award 2023 ("Award") and the relationship between the Organizer (hereinafter defined) of the Award Applicant. By participating in the Award, the Applicant is deemed to have read, understood, accepted and agreed to these Terms and Conditions, including any amendments, modifications or variations as may be issued by the Organizer, at its absolute discretion.

1. Award. SEA Game Awards 2022 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.

- " **Award** " means SEA Game Award 2023;
- " **Entrant** " means entity named as applicant or participant in the Submission Form;
- " **Submission Form** " mean completed entry form submitted by the Applicant;
- " **Organizer** " means Malaysia Digital Economy Corporation Sdn Bhd;
- " **Southeast Asia Countries** " means Brunei, Cambodia, Timor-Leste, Indonesia, Laos, Malaysia, Myanmar, Philippines, Singapore, Thailand and Vietnam; and
- " **Submission(s)** " means Entrant's work(s) submitted for the purpose of the Award
Or "**Work(s)**" and in accordance with these Terms and Conditions.

3. Submission Period. The Award application window is open from **15 March to 31 May 2023 by 11.59pm (GMT8+)**. The Organizer shall not be responsible for any failure or delay in transmission of the entry to the Organizer which may result in the entry being omitted from the selection process.

4. Category & Eligibility. Each Award Category is open to any individual who fulfils the following criteria:

| Category | Eligibility |
|-------------------------|--|
| Rising Star Award | <ul style="list-style-type: none"> - A citizen of any Southeast Asia Countries; and - Not an employee or director of MDEC |
| Best Technology | |
| Best Visual Art | |
| Best Game Design | |
| Best Audio Design | |
| Best Storytelling | |
| Best Innovation | |
| Best Student Game | |
| Best International Game | <ul style="list-style-type: none"> - A citizen of any countries other than Southeast Asia Countries; and - Not an employee or director of MDEC |

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 2021 and onwards; and
 - ii. **Unpublished Games** – games in the development stage but could be published any time after the Submission.

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- c) Except for the previous Grand Jury Award winner, other previous participants and winners are allowed to resubmit their Work(s) they have submitted and/or won previously provided that they fulfil 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 of Application

- a. Application must be submitted online to the Organizer within the Submission Period;
- b. Applicant may submit multiple Submission for different Works (to complete separate Submission Form for each Works); and
- c. All Works must be the original work of the Applicant
- d. The checklist of all the requirements to be submitted are as follows:

| No | Requirement Checklist |
|----|--|
| 1 | Complete and submit SEA GAME AWARD ENTRY FORM |
| 2 | Link to an playable game/demo/APK |
| 3 | Downloadable Gameplay Video (1920 x 1080) with google drive link |
| 4 | Promotional poster A2 size (420 Å~ 594 millimetres) (300dpi) and vertical layout. Should include in the promotional poster company logo, name of the company/studio & name of the IP (Intellectual Property). |
| 5 | Digital poster of the Work in JPEG or PNG (1080 x 1920) vertical layout. |
| 6 | Downloadable Game Icon |
| 7 | Agreement / permission/ license to use from copyright owner(s) (if applicable). |

6. Awards Categories

| No | Categories | Criteria's |
|----|-------------------------|---|
| 1 | Rising Star Award | Award recognising most anticipated game to be released by a new game studio that have not won any awards before |
| 2 | Best Technology | Overall excellence of technology in a game – that creatively uses advanced technologies, multiplayer including graphics programming, artificial intelligence and networking |
| 3 | Best Visual Art | Overall excellence of visual art in a game – including art direction, animation, modelling, character design, texture creation, and so on |
| 4 | Best Game Design | Overall excellence of design in a game including gameplay mechanics, playability, play balancing and level design. |
| 5 | Best Audio Design | Overall excellence of audio in a game inclusive of sound effects, musical composition & score, original song, licensed soundtrack, sound design, orchestration etc. |
| 6 | Best Storytelling | Most outstanding storytelling and narrative development including plot construction, scenario, story and dialogue. |
| 7 | Best Innovation | Single game that demonstrates true innovation, advances the state of the art, and pushes the boundaries of games as an expressive medium. |
| 8 | Best Student Game | Best game developed by student(s) from the Southeast Asia region. |
| 9 | Best International Game | Open category awards to recognize the overall best game in terms of gameplay. |

7. Judging Process

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- 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. Judging will be conducted based on the following criteria:

| No | Categories | Criteria's | Scoring Marks |
|----|-------------------------|---|---------------|
| 1 | Rising Star Award | Award recognising most anticipated game to be released by a new game studio that have not won any awards before | 10 |
| 2 | Best Technology | Overall excellence of technology in a game – that creatively uses advanced technologies, multiplayer including graphics programming, artificial intelligence and networking | 10 |
| 3 | Best Visual Art | Overall excellence of visual art in a game – including art direction, animation, modelling, character design, texture creation, and so on | 10 |
| 4 | Best Game Design | Overall excellence of design in a game including gameplay mechanics, playability, play balancing and level design. | 10 |
| 5 | Best Audio Design | Overall excellence of audio in a game inclusive of sound effects, musical composition & score, original song, licensed soundtrack, sound design, orchestration etc. | 10 |
| 6 | Best Storytelling | Most outstanding storytelling and narrative development including plot construction, scenario, story and dialogue. | 10 |
| 7 | Best Innovation | Single game that demonstrates true innovation, advances the state of the art, and pushes the boundaries of games as an expressive medium. | 10 |
| 8 | Best Student Game | Best game developed by student(s) from the Southeast Asia region. | 10 |
| 9 | Best International Game | Open category awards to recognize the overall best game in terms of gameplay. | 10 |

8. Finalist & Winners

- a. Finalists will be given the following privileges:
 - i. Two (2) business passes (which includes access to business matching session and industry conference;
 - ii. **SEA Game Awards Showcase:** One (1) complimentary featuring slot on showcase platform; and
 - iii. **Malaysia Digital Content Festival (MYDCF) Exhibition:** One (1) complimentary indie showcase booth with one exhibitor account.
- b. Winners of the Awards will be announced officially by the Organizer during MYDCF 2023.

9. Showcase Requirement

- a. Finalists must exhibit at these on-ground events:
 - i. **SEA Game Awards Showcase**
 - ii. **MYDCF Exhibition**
- b. Finalists will be provided with booth to exhibit the game.
- c. All materials for 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.

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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. **Originality.** Applicant's Works must be originally produced by the Applicant. The Organizer shall have the right, in its sole discretion, to disqualify the Submission in the event the Applicant fails to submit its original Works.
12. **No Infringement.** The Organizer shall have the right, in its sole discretion, to automatically disqualify any Submission that is found or suspected to have infringed or violate any intellectual property rights or other third party rights. In the event of any claims, the Applicant must take full responsibility and deal with any such claims at their own cost. The Organizer shall accept no responsibility or liability in such matter. The Applicant shall indemnify the Organizer against all actions, claims and liabilities, whether direct or indirect, special, incidental, or consequential damages from any party that may arise from the Submission submitted by the Applicant for the Award.
13. **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.
14. **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.
15. **True and Accurate.** The Applicant hereby declares that all information, financial and other statements, reports and other documents and data furnished, or to be furnished to the Organizer, in connection with the submission of the Works does not contain any untrue statements and were honestly provided and made upon due and careful inquiry and have not omitted to state any fact(s), the omission of which makes such statements misleading.
16. **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.
17. **Personal Data.** By submitting the Submission Form, the Applicant represents and warrants to the Organizer that the Entrant has read, understood and agreed to the Organizer's Personal Data Protection Statement which is available at <https://mdec.my/footer-pages/personal-dataprotection/> and agreed to the processing of personal data by the Organizer in the manner set out herein.
18. **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.

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- 19. 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 has been advised of the possibility of such damages.
- 20. 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 Applicant acknowledge and agree that the information provided by the Applicant to the Organizer for purpose of the Applicant'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 Applicant; 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 Applicant, 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.
 - g. If any of these Terms and Conditions shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such terms and conditions shall not affect the other provisions and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect.
 - h. By registering for and/or participating in the Award, Applicant represents, warrants and agrees that Applicant has read and understood the Organiser's code of conduct which is accessible at <https://mdec.my/footer-pages/code-of-conduct/> and agree to be bound by the terms of such code of conduct and the Applicant has not breached and shall not breach any of the terms of the code of conduct applicable to the Applicant.

[End of Terms and Conditions]