

Terms and Conditions

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I Definitions and Terms

- a) **Application** means the package of materials required under these rules for an **Entrant** to be eligible to participate in this competition.
- b) **Competition** means the vortex 2007 Game Competition, organized by the **Organizers**.
- c) **Console**, or console game, means a **Game** suitable for or compatible with Xbox 360, PS/3, Wii, PSP, or Nintendo DS.
- d) **Criminal Code** or **Code** means the *Criminal Code of Canada*, R.S.C. 1985, c. C-46, as amended.
- e) **Designated Office** means the offices of McLuhan International Festival of the Future, 116c Hazelton Avenue, Toronto, Ontario, M5R 2E5.
- f) **Entrant** means a person or persons who has/have met the eligibility requirements for the Competition, as defined herein, and has/have submitted a game concept for the vortex2007 Game Competition.
- g) **Game** means an interactive digital experience governed by rules with variable or negotiable outcomes. Games must operate within one of four categories: 1) **Console**, 2) **Mobile**, 3) **PC**, or 4) **Internet**.
- h) **A Judge** is a member of a panel of persons selected by the Organizers to determine eligibility, interpret these rules, and rank and select winning Applications in each round of this competition.
- i) **Mobile**, or **mobile game**, means a **Game** designed to be played on a portable, wireless device with its sole or primary function being telephonic.
- j) **Organizers** mean the organizations organizing vortex2007, being The McLuhan International Festival of the Future, George Brown College's School of Design and Women in Film and Television – Toronto.
- k) **PC, or Personal Computer**, means a **Game** designed to be played on a personal computer with Microsoft Windows XP or Apple OSX.
- l) **Rules** means the rules contained in this document for the **Competition**.
- m) **Internet**, or **Internet game**, means an online **Game** playable using a web browser, typically with a plug-in such as Flash, Java or Shockwave.

II

ELIGIBILITY AND APPLICATION REQUIREMENTS

1. Eligibility

a) An Entrant is:

- i) An individual person or team of persons (with the majority of the group being Canadian citizens), who is or who are Canadian citizens or residents; or,
- ii) A legal partnership or a corporation established under the federal laws of Canada or the laws of a Canadian province or territory, and which is resident in Canada.

2. Application Process

a) Each Entrant must prepare and submit an Application, which consists of:

- i) The Application Form, found herein at Part Four, which constitutes the cover page of the application.
- ii) A one-page summary of the game concept. This summary must be single-spaced, 12-point font with standard 1-inch margins.
- iii) A one-page biography single-spaced, 12-point font with standard 1 inch margins from:
 - 1) A single Entrant, if there is only one person; or,
 - 2) Each member of an Entrant that is a team; or,
 - 3) The principle officers of a corporation, if the Entrant is a corporation; or,
 - 4) The members of the partnership, if the Entrant is a formal partnership.

b) Applications must be received online (or in special cases at the Designated Office) by May 31, 2007 at 5:00 p.m. Eastern Daylight Time.

3. Game Concept Requirements

a) The submitted Game concept must:

- i) Meet the definition of a Game, as outlined in s. 1, above.
- ii) Be designed and submitted for one of the four categories: Mobile, Internet, PC, or Console. If the game is intended to be cross-platform, one platform should be chosen to compete in and mention the cross-platform aspect.

b) The submitted Game concept must not:

- i) Envision a game that is more than forty percent (40%) streaming video or music.
- ii) Contain or envision a game that would contain material, images, or text, that, as determined by the judges:
 - 1) May be obscene, as defined by the *Criminal Code*, s.163 (8).
 - 2) Would constitute Child Pornography, as defined by s. 163.1 of the *Code*.
 - 3) Depicts or endorses sexual violence or any prohibited sexual acts under the *Code*, including, but not limited to sexual interference, sexual exploitation, and sexual assault.
 - 4) Incites mutiny, persuades an RCMP officer to desert or be absent without leave, advises, counsels or urges insubordination, disloyalty, mutiny or refusal of duty by a member of the military, attempts to procure or solicits a person to have illicit sexual intercourse with another person, whether in or out of Canada, or

any other analogous prohibited advocacy as prohibited by the *Code*.

- 5) Would constitute a civil libel or a criminal libel, including the *Criminal Code* offences of Seditious Libel Blasphemous Libel or Defamatory Libel or would constitute Hate Propaganda as described in ss. 318-319 of the *Code*, or any other analogous prohibited speech, as determined by the Judges.
- c) The competition seminars are designed to help Entrants develop the strongest possible application and, as such, entrants are strongly encouraged to participate in them.

4. Application Agreements

Each Entrant, by the act of submitting an Application,

a) Warrants that:

i) The Entrant has carefully reviewed these rules and

1) The Entrant meets the eligibility requirements enumerated in section 2, above.

2) The Entrant agrees to comply with these Competition Rules.

ii) The game concept submitted on the Application is the Entrant's original creation, has never been published, has never been entered into any other competition or won any other competition, contest, or award, and does not infringe any rights of a third party.

b) Grants a worldwide, perpetual, limited license to the Organizers to use, exploit and distribute and to permit others to use, exploit and distribute, in any media whatsoever now known or hereafter created, including, without limitation, the Internet, the material submitted as part of an Application and the Entrant's Round One and/or Round Two performances, Entrant's name, likeness, image, or voice without any further consent or compensation of any nature or kind and, for greater certainty, to show and exhibit this material and information at a public exhibition, as discussed below in s. 6.

c) Agrees that the Organizers may:

i) Share the Application or any of its contents with the Judges and mentors selected by the Organizers; and,

ii) Discuss and disclose the Entrants and their games in any media whatsoever, now known or hereafter created, including, without limitation, the Internet.

d) Understands that, except as herein provided for, the Organizers:

i) Do not claim any intellectual property right in the Application material submitted to it, including, but not limited to copyright or moral rights;

ii) Will not disclose personal information regarding the Entrant beyond the Entrant's name and background biographical information. Postal addresses, phone numbers, email addresses and websites will not be disclosed without prior written permission from the Entrant;

e) Agrees that the Organizers and any person or entity connected with the development, administration, reviewing or judging of any element of the Competition and any of their respective parent organizations, affiliates, subsidiaries, agents or representatives, are not responsible for and are in no way liable for any injuries, loss or damages caused by:

i) The administration or scheduling of the Competition including any failure of transportation or inability for any reason to come before the respective jury panels;

- ii) The Entrant's disqualification or failure in being selected or the results or decisions of a jury or the individual judges, including the failure of the Entrant to meet or comply with these Rules;
 - iii) Any printing, typographical or technological errors in any materials associated with the Competition
 - iv) The failure of the Application to arrive at the Designated Office by the deadline established in these Rules.
- f) Agrees to indemnify and save harmless the Organizers and any person or entity connected with the development, administration, reviewing or judging of any element of the Competition and any of their respective parent organizations, affiliates, subsidiaries, agents or representatives, from any and all costs, claims, actions, loss, injury, expense, damages, fines, or recoveries, whatsoever arising out of any negligent act or omission of the Entrant in connection with the Competition and such indemnity shall include all reasonable legal costs (including fees and disbursements) incurred by the party indemnified, but does not include any administrative costs incurred by the party indemnified.
- h) Agrees to sign a Non-Disclosure Agreement, approved by the Organizers, if selected as an invited Entrant to Round One of the Competition.

5. Determination of Eligibility and Review

- a) The judges of the Competition have complete, sole, and final authority to determine if an Entrant has met the eligibility requirements or if an Entrant has contravened any of the rules contained herein. The decisions of the judges on an Entrant's eligibility or compliance with any of the rules herein shall be final.
- c) In any dispute regarding the operation of the Competition or the application of these Rules to the Competition, and in any ruling made by them, the Judge's decision is final and non-reviewable.

7. Exclusions and Limitations

- a) The Organizers reserve the right to amend the Competition Rules, including, but not limited to set dates and any official schedule promulgated by the Organizers or terminate the Competition at any time without any liability to the Entrant.
- b) The Organizers reserve the right to disqualify an Entrant for any reason and replace an Entrant with a replacement Entrant even if such a replacement Entrant was not previously selected or had been eliminated by the Judges.
- c) The Organizers may, at any time, require, from the Entrant, proof of identity or eligibility.
- d) Entrants will be disqualified for having a weapon, alcohol or non-prescription controlled substances on their person or under their control while attending any event organized by the Organizers.

III COMPETITION PROCESS

1. Application Review

- a) From June 1-4, 2007, the Judges will review all Applications to ensure that each Entrant has met the eligibility requirements.
- b) All Applications found to have been eligible will be reviewed, during the same week, by Judges selected by the Organizers. The Judges will select 12 Applications for each category but the final number will be at the discretion of the judges.

- c) Those Entrants selected by the Judges will receive an invitation to proceed to Round One at the June 4, 2007 announcement and an invitation will follow.
- d) With the invitation, Invited Entrants will also receive a Confidentiality Agreement, which must be signed and brought to their Round One “pitch” presentation. A failure to provide the Confidentiality Agreement will result in disqualification. This document will state that “confidential information” be used only for the purpose of the competition and not for the use of the organizers or for anyone else’s benefit.

2. Round One of the Competition

- a) Round One takes place from June 18-21, 2007. The invited Entrants will make an oral presentation or “pitch” regarding their game to Judges empanelled for each Game Category. The four panels of Judges will meet on the following days for each of the four platform categories:

June 18	Mobile Category
June 19	Internet Category
June 20	PC Category
June 21	Console Category

- b) Presentations may last for no more than 20 minutes, as determined by the Judges. The presentation should discuss the game concept in detail, identify its originality and ability to be marketed, financed and cover technical issues such as, for instance, how it would be made.
- c) Invited Entrants are encouraged to attend and make their “pitch” in person but, in special circumstances, arrangements may be made for the invited Entrant to present via web conferencing, as determined by the judges and subject to the satisfactory resolution of any technical obstacles.
- c) Presentations may include materials on paper, to be left with the Judges and/or include audio-visual materials to be shown to the Judges but the invited Entrant is responsible for ensuring the requisite equipment is present for the presentation.
- d) Judges will consist of industry leaders and experts selected by the Organizers from the fields of game industry production and marketing, venture capital, business coaching and leadership.
- e) The Judges will score each presentation on the following criteria, to a maximum of 100 points:

Demonstrated innovation in game concept <i>Does game push the boundaries of existing game genres or styles?</i>	25 points
Demonstrated innovation in game design <i>Does game use existing technologies in new ways or establishes previously unknown methodologies? Can game concept be technically produced?</i>	25 points
Completeness of game concept <i>Has the concept been fully thought out?</i>	15 points
Marketability of game concept <i>Can the concept be easily marketed to consumers? Industry potential?</i>	15 points

Quality of Presentation/Pitch <i>How creative was the presentation/pitch?</i> <i>Attitude?</i> <i>Effective presentation/pitch materials?</i>	20 points
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- f) The invited Entrant with the highest score in each platform category is the Category Winner.
- g) The four Category Winners will be announced at the end of each day of competition.

3. Competition Round Two

- a) The Organizers will arrange for a mentor or mentors to meet, from June 25-July 13, 2007, with each of the four Category Winners to assist them in developing a commercialization strategy and in strengthening their game concept and/or their presentation skills.
- b) The Organizers will convene a panel of Judges that will sit on the afternoon of July 19, 2007. Each of the four Category Winners will have 30 minutes to make a new presentation regarding their game and its potential commercialization and address any issues or concerns identified in Round One. The Judges will rank each of the four Category Winners and determine the grand winner.
- c) The Judges will score each of the category winners according to the following criteria, to a maximum of 100 points:

Demonstrated use of Mentorship <i>Has game concept and design improved as a result of mentorship?</i>	20 points
Demonstrated Business Plan <i>Has business plan been developed?</i> <i>Is business plan reasonable?</i> <i>Is there a commercialization plan?</i> <i>Has business plan benefited from mentorship?</i>	30 points
Demonstrated Market Strategy <i>Have possible partners or companies who might be interested game concept been identified?</i> <i>Investigation of marketability of games?</i> <i>Plan for market research?</i> <i>Target audience analysis?</i>	30 points
Quality of Presentation/Pitch <i>How creative was the presentation/pitch?</i> <i>Attitude?</i> <i>Effective presentation/pitch materials?</i>	20 points

- d) The total score for each category winner will be calculated and, from highest to lowest score, each of the four Category Winners will be ranked. Each platform Category Winner will be awarded a Microsoft Xbox 360 videogame and entertainment system and the Category Winner with the highest overall score will win the grand prize of C\$2,500. All Winners will be awarded their prizes provided by the Organizers at a networking party immediately following the competition.