

SEA Game Awards 2024 - Best Development Studio Award Terms and Conditions

These terms and conditions (“**Terms and Conditions**”) govern the Entrant (hereinafter defined) participation in the SEA Game Awards 2024 – Best Development Studio 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. **Award.** SEA Game Awards 2024 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. Best Development Studio Award recognizes the studio that receives the most online votes from the public before the Conference based on popularity.

2. Definition

“ Award ”	means Best Development Studio Award;
“ Entrant ”	means entity named as applicant or participant in the Entry Form;
“ Entry Form ”	means completed entry form as prepared and provided by MDEC, and to be submitted by the Entrant;
“ 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
“ Work(s) ” or “ Entry(ies) ”	means Entrant’s work(s) submitted for the purpose of the Award and in accordance with the Terms and Conditions;

3. **Submission Period.** The Awards application is open for submission from 16 June 2024 until 13 July 2024 by 11.59pm (GMT+8).

4. Eligibility.

- a. The Award is open to any company/studio from the Southeast Asia Countries.
- b. The Entrant must not be an employee, officer, or director of MDEC.

5. Submission.

- a. Entry Form, work(s) and relevant documents (if any) shall be submitted online to the Organizer via <https://forms.office.com/r/5jiLiccYT5> within the Submission Period;
- b. One (1) Entry Form is required for each Work submitted;
- c. All Works must be the original work of the Entrant and all music should be an original composition or has licensed to use by the Entrant; and
- d. In the event where copyrighted characters, scripts, music, etc. are used, the Entrant MUST secure an agreement/ permission from the copyright owner(s) (artist/record company/producer) and to be submitted together with the entry. Failure to obtain such agreement/ permission will result in the Work being disqualified.)

6. Finalist & Winners.

- a. Finalists will be given the following privileges:
 - i. **LEVEL UP KL 2024 Conference:** Two (2) business passes (which includes access to business matching session and industry conference from 1 October – 3 October 2024.
- b. Winners of the Awards will be announced officially by the Organizer on 2 October 2024.

7. Disqualification. The Organizer reserves the right to disqualify any Entry without any prior notification to the Entrant if his/her Work(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, Entry(ies) 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 Entrant's Work(s), the Entrant 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.

8. Right to Use & Publish. By entering the Awards, the Entrant 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 Entrant under the Awards for promotional purposes. The Entrant further agrees and grants the Organizer rights to use, publish and/or display the Entrant'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 Entrant.

9. 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 Entrant'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 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(s) and/or Entry(ies) submitted by the Entrant for the Award and/or breach of these Terms and Conditions.

10. 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.

11. 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 [https://mdec.my/footer- pages/personal-data- protection/](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.

- 12. 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.
- 13. Indemnification.** The Entrants, 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 Entrants, finalists and winners hereby agrees that the Released Parties shall not be liable to the Entrants, 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.
- 14. Miscellaneous.**
- a. No representation, warranty or undertaking is given to the Entrant that Work(s) and/or Entry(ies) by the Entrant 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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