

Ubisoft Newcomer Award (2024)

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The **Newcomer Award** is one of the most important German prizes for young developers and it has become an integral part of the German Developer Award.

The **Newcomer Award** honors the best up-and-coming game or the best games founding idea (with regard to a new studio that applies through a product idea).

1. **ELIGIBILITY:** The **Ubisoft Newcomer Award** (the "Competition") is open to independent game development studios or soon to be studios registered in Germany, Austria or Switzerland who haven't published any game with commercialization intent. The submitted game needs to be the first with monetization plans and can be submitted during Competition (collectively "Game").
2. **SPONSOR:** Ubisoft Blue Byte GmbH, Luise-Rainer-Str. 7, 40235 Düsseldorf, Germany
3. **SUBMISSION PERIOD:** The Submission Period will begin at 09.00 Central European Time (CET) on August 16th, 2024, and will end at 12.00 CET on September 9th, 2024.
4. **HOW TO ENTER:**

To enter the Competition, please follow the steps below. Specific dates and times subject to change:

Fill in the submission form available at <https://deutscherentwicklerpreis.de/einreichen> and provide all required information during submission period.

The submitted Game must be an original work of Participant and must not infringe or conflict with the trademark, copyright, rights of privacy, rights of publicity or any other rights, of any kind or nature, of any other person or entity.

By participating in the Competition, each Entrant (collectively "**Entrant**" "**Participant**" or "**You**") unconditionally accepts and agrees to comply with and abide by these official rules and the decisions of **Ubisoft Blue Byte** GmbH, Luise-Rainer-Str. 7, 40235 Düsseldorf (the "**Sponsor**"), whose decisions shall be final and legally binding in all respects.

Submitted games:

- The rights to the game and to all media, characters etc. used are exclusively and completely owned by the development team and do not violate the rights of third parties.
- The submitted game must be at least in a playable beta version or have individual, playable levels that give an impression of the game concept.
- Browser games may also be in a closed beta.
- In case the game requires some kind of special equipment, a gameplay video including description is necessary
- Mobile and browser games must have at least **10 free accesses** (accounts) for the jury.
- For submission, the game must be available as a download or offline version in sufficient quantity (at least **10**).
- The jury must have received the submitted game in time for voting - for further requested materials please refer to the submission form at <https://deutscherentwicklerpreis.de/einreichen>.
- The games should be sent out immediately after submission.

All entries are subject to verification by the German Developer Award organizers. Entries that do not meet the requirements specified below or otherwise do not comply with the Official Rules herein may be disqualified. Any attempted form of entry other than as described herein is void. Sponsor, in accordance with the Competition rules and regulations, will determine in its sole discretion, what constitutes a valid entry.

5. SELECTION:

The Jury ("**Jury**") composed of gaming experts from Ubisoft and external gaming experts will select three (3) nominees ("**Nominees**") among all Entries meeting the Competition requirements.

Selection of Nominees will be based on the submitted Game and company information which must be fulfilled and evident from the submission:

- Company/team description: Team size, background of the team members (including previous non-commercial projects), date of foundation or intended date of foundation
- Brief description of ambitions as a founded company or student team
- Clear commitment of plans to found including a timeline
- What makes the founded company or the student team innovative or disruptive?
- Which target group(s) should be addressed?
- Short presentation of the game or technology
- An explanatory exposé of the game and a concrete project planning, if necessary up to the foundation
- Access to the submitted games' prototype/demo
- Internet presence (homepage and/or social media profiles)
- Assets for further communication: company logo (png), game logo (png), key art (16:9), trailer (mp4)

Nominees will be invited and agree to attend the German Developer Award Event in Cologne. Jury will choose one (1) Winner. The Winner will be announced during the Event. By participating to the Competition and to the Event, Nominees acknowledge permission for the Entities to use Nominee's entry materials, including Game, video, name, name of owners, photograph, biographical information and statements (collectively, the "**Attributes**"), for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter devised, in perpetuity, without further compensation or authorization, and releases the Competition Entities from all claims arising out of the use of such Attributes.

The final decision on who wins the Newcomer Award rests with Ubisoft.

6. PRIZES:

The Prizes listed below will be awarded to the Winner in this Competition:

The **Newcomer Award** is the material prize within the German Developer Award. The following high-quality non-cash prizes are awarded to the best-placed young developer team:

- To put the finishing touches on your project, Ubisoft invites you to a workshop in one of the studios in Berlin, Düsseldorf, Mainz or to digital mentoring sessions with our international colleagues. During the mentoring workshop you will get the perspective of experienced developers from different departments on your project, the findings will be discussed together and your questions will be answered individually.
- You will also get some behind the scenes insights of one of the leading developer studios in Germany and can experience firsthand how Ubisoft develops games.

- A "Small Booth" from the cooperation partner "Indie Arena Booth" will be made available to you at gamescom 2025 (<https://indiearenabooth.de>).

The second and third place nominees are eligible for a feedback session with Ubisoft.

All taxes on the Prizes are the winners' sole responsibility. Prizes are not transferable or redeemable for cash. Sponsor reserves the right to make equivalent substitutions as necessary, due to circumstances not under its control. The Sponsor will not replace any lost or stolen Prize when applicable. Prizes are provided "as is". Entrants acknowledge that Competition Entities have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Prizes.

By participating in the Competition, the winners acknowledges that Competition Entities have not and will not obtain or provide insurance of any kind relating to the Prizes and that the winner will be responsible for obtaining and paying for any life, travel, car, accident, property or other form of insurance relating to the Prizes.

7. **NOMINEES NOTIFICATION:** Nominees will be notified by e-mail, sent to the e-mail address provided on the entry form. Sponsor shall have no liability for any potential nominee notification that is lost, intercepted or not received by any potential nominee for any reason. Failure to complete and return the documents in the time noted, or if notification is undeliverable, will result in disqualification and an alternate potential nominee will be selected and notified, time permitting.

8. **ENTRANT REPRESENTATIONS, WARRANTIES AND INDEMNIFICATION:** Entrant represents and warrants to Sponsor that their entry is (i) completely the original work of the Entrant and was written or filmed solely by the Entrant, (ii) not copied from any other source or previously broadcast or otherwise distributed or disseminated in any media or format, (iii) not in the public domain, and (iv) not in violation of or conflict with the trademark, copyright, rights of privacy, rights of publicity or any other rights, of any kind or nature, of any other person or entity. ENTRANT AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS SPONSOR, THE COMPETITION ENTITIES, AND ANY THIRD PARTIES AFFILIATED OR ASSOCIATED WITH THE DEVELOPMENT AND EXECUTION OF THIS COMPETITION, FROM ANY AND ALL CLAIMS, DAMAGES AND LIABILITIES ASSERTED AGAINST THE SPONSOR, THE COMPETITION ENTITIES, AND THE THIRD PARTIES BY REASON OF ENTRANT'S PARTICIPATION IN THIS COMPETITION, INCLUDING WITHOUT LIMITATION (A) ANY BREACH OF THE ABOVE REPRESENTATIONS (B) CLAIMS FOR INJURY, LOSS OR DAMAGE OF ANY KIND RESULTING FROM PARTICIPATION IN THIS COMPETITION OR ACCEPTANCE, USE OR LOSS OF ANY PRIZE AND (C) CLAIMS BASED ON RIGHTS OF PRIVACY, RIGHTS OF PUBLICITY, FALSE LIGHT, DEFAMATION, COPYRIGHT AND/OR TRADEMARK INFRINGEMENT RELATING TO THE SUBMISSION OR EXPLOITATION OF THE ENTRANT'S CONCEPT.

9. **LIMITATION OF LIABILITY:** Sponsor, the Competition Entities, and any third parties associated or affiliated with the development and execution of this Competition are not responsible for problems downloading or uploading of any Competition-related information to or from the web site or for any other technical malfunctions of electronic equipment, computer on-line systems, servers, or providers, computer hardware or software failures, phone lines, failure of any electronic mail entry to be received by Sponsor on account of technical problems, traffic, congestion on the internet or the web site, or any other technical problems related to web site entries including telecommunication miscommunication or failure, and failed, lost, delayed, incomplete, garbled or misdirected communications which may limit an entrant's ability to participate in this Competition.

EXCEPT FOR CLAIMS RESULTING FROM DEATH OR PERSONAL INJURY ENTRANT HEREBY RELEASES SPONSOR, THE COMPETITION ENTITIES AND ANY OTHER THIRD PARTIES AFFILIATED OR ASSOCIATED WITH THE DEVELOPMENT AND EXECUTION OF THIS COMPETITION FROM ANY AND ALL CLAIMS DAMAGES, LIABILITIES AND ACTIONS ("CLAIMS") WHICH MAY BE CAUSED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM ENTRANT'S PARTICIPATION IN THE COMPETITION, INCLUDING WITHOUT LIMITATION CLAIMS ARISING FROM: (I) TECHNICAL FAILURES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE MALFUNCTIONING OF ANY COMPUTER, CABLE, NETWORK, HARDWARE OR SOFTWARE; (II) THE UNAVAILABILITY OR INACCESSIBILITY OF ANY TRANSMISSIONS OR TELEPHONE OR INTERNET SERVICE; (III) UNAUTHORIZED HUMAN INTERVENTION IN ANY PART OF THE ENTRY PROCESS OR THE COMPETITION; (IV) ELECTRONIC OR HUMAN ERROR WHICH MAY OCCUR

IN THE ADMINISTRATION OF THE COMPETITION OR THE PROCESSING OF ENTRIES; (V) ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY, INCLUDING BUT NOT LIMITED TO ENTRANT'S COMPUTER, HARDWARE OR SOFTWARE; (VI) RIGHTS OF PRIVACY, RIGHTS OF PUBLICITY, FALSE LIGHT, DEFAMATION, COPYRIGHT AND/OR TRADEMARK INFRINGEMENT RELATED TO ENTRANT'S SUBMISSION; AND (VII) ENTRANT'S ACCEPTANCE, USE OR LOSS OF ANY PRIZE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES; THEREFORE THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO ENTRANT IN WHOLE OR IN PART.

10. PUBLICITY RELEASE/ ASSIGNMENT OF RIGHTS: Acceptance of any Nomination or Prize constitutes Nominee's/Winner's permission for the Entities to use Nominee's/Winner's entry materials, including video, name, photograph, likeness, voice, biographical information and statements (collectively, the "**Attributes**"), for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter devised, in perpetuity, without further compensation or authorization, and releases the Competition Entities from all claims arising out of the use of such Attributes.

11. ENTRANT'S PERSONAL INFORMATION: Ubisoft Entertainment (107 avenue Henri Fréville, BP 10704, 35207 Rennes Cedex 2, France) collects and processes Entrants' personal data to allow their participation in the Competition. The processing of Entrants' personal data is necessary to perform the contract they have entered with Ubisoft by accepting the Official Rules. Entrants' personal data will be accessible by Ubisoft, its affiliates and sub-processors, and will be stored until the end of the Competition. When Entrants consent, their data may also be used for other purposes outside of the strict organization of the Competition, as described in the information notice, and will be stored as long as Entrants agree to such uses.

Ubisoft may transfer Entrants' personal data to non-European countries that ensure an adequate level of protection according to the EU Commission or within the framework of the standard data protection clauses adopted by the EU Commission here.

Entrants can withdraw their consent at any time, request a copy, the deletion or rectification of their data, object to or request the restriction of their processing, and/or receive their information in portable form by contacting Ubisoft at entrepreneurs.gsa@ubisoft.com.

After contacting Ubisoft, if Entrants are not satisfied with the way Ubisoft handled their request, Entrants may address a complaint to the regulatory authority of their country.

12. CANCELLATION: Sponsor reserves the right to cancel or modify the Competition and the Prizes in its sole discretion, especially if fraud or technical failures destroy the integrity of the Competition as determined by the Sponsor, and in such case to award the Prizes based on eligible entries received prior to the cancellation. Sponsor reserves the right to cancel or modify the Competition and the Prizes to abide with national and international safety measures and recommendations against COVID-19.

13. DISPUTES: Entrant agrees that Germany will be the exclusive forum for any formal dispute resolution. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor in connection with the Competition shall be governed by, and construed in accordance with, the laws of Germany.

14. OFFICIAL RULES, WINNERS LIST: A copy of the Official Rules may be downloaded from <https://deutscherentwicklerpreis.de/einreichen> for the duration of the Competition.

15. ADDITIONAL TERMS:

The use of any Prize manufacturer or venue, name or trademark in connection with any of the Prizes is solely for the purpose of describing such Prize, and is not intended to suggest any affiliation or sponsorship.

The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.