



## MOTODEV Game Developer Challenge ("Competition") Official Rules

This Competition is void where prohibited, taxed or restricted by law and in Spain.

Each person or entity who enters the Competition ("**Entrant**") agrees to abide by and be bound by the Official Rules and by the decisions of the Sponsor and its judges, which are final and binding on all matters pertaining to the Competition.

### **Competition Dates and Location:**

The Competition begins February 13, 2007 and ends at 11:59 PM PST, August 10, 2007 ("**Entry Deadline**"). While development work may commence at any time, Competition submissions will be accepted all the way through the end of the Competition using instructions provided on the MOTODEV Game Developer Challenge website, at: [developer.motorola.com/gamechallenge](http://developer.motorola.com/gamechallenge) ("**Entry Location**"). All entries must be submitted by 11:59 PM PST, August 10, 2007. Any Entered Application received after the Entry Deadline will not be considered.

### **Who May Enter:**

The Competition is open to all persons 18 years or older as of February 13, 2007. The Competition is void where prohibited and in Spain. All Entrants must be registered as a MOTODEV developer with the Motorola MOTODEV developer program prior to 11:59 PM PST, August 10, 2007 to be eligible. Entrants can register as a MOTODEV developer at: [developer.motorola.com](http://developer.motorola.com). All Motorola MOTODEV developers are eligible to participate in the Competition.

### **Entry Requirements:**

Entrants are to submit an application in one (1) of two (2) valid submissions categories ("**Category**") including:

1. Best Java™ Software Game
2. Best Windows Mobile Game

Entrants are to submit a gaming application that is intended for, and functions on the following Category respective Motorola handsets: MOTOKRZR™ K1 and MOTO Q™. Entries may only use application programming interfaces (APIs) and/or features/functionality as listed for each device respective Software Development Kit (SDK) available on the MOTODEV website located at: [developer.motorola.com](http://developer.motorola.com).

**Entries destined for the MOTO Q™ category must be compatible with and run on Windows Mobile 6 Standard.**

Only **unpublished and self-published** applications ("**Applications**") are eligible to be entered in the Competition. Applications that have been published at any time by a generally recognized application publisher or by any company or organization other than the actual developer of the application are not



eligible. Applications that are derivatives of applications previously released are not eligible for entry in the Competition (i.e. an application that was previously published that has been re-issued as a “special edition” with or without the backing of a publisher is not eligible). Applications that make use of third-party game engines, middleware, or other software or technology are only eligible if the Entrant has all necessary worldwide rights to commercially publish the application, including but not limited to images, sounds effects, music, likenesses, game concepts, characters and anything protected by trademark, copyright, or right of publicity. Before submitting an Application, the Entrant must have obtained the written permission of all persons or entities having any rights in the Application. If the Application is chosen as a Competition Finalist, Motorola will require the Entrant to provide proof of such written permission(s).

Eligible Entrants may submit more than one eligible application in each Category.

### **How to Enter:**

Entry into the Competition is a 2-step process including: Registration and Submission. Registration is an electronic process for MOTODEV to collect contact information and submission intent. Submission is a combination electronic and manual process to collect the application, various related materials and a signed Submission form that must be electronically scanned and sent to MOTODEV. While the Registration and Submission steps may take place all the way up to the conclusion of the Competition, interested participants are strongly encouraged to register as soon as possible to indicate intent and to receive up to the minute Competition details.

**All electronic files and documents are to be submitted using instructions provided on the MOTODEV Game Developer Challenge website located at: [developer.motorola.com/gamechallenge](http://developer.motorola.com/gamechallenge)**

Entered applications must be in a “beta” state or better and must be feature complete (“**Entered Application**”).

### **Entry Materials**

To enter the Competition, an Entrant who is eligible under these Official Rules must submit all of the following materials for each Entered Application:

1. A properly completed, signed and scanned official entry form (“**MOTODEV Game Developer Challenge Official Entry Form**”).
2. A digital copy of the application being entered (“**Entered Application**”) in useable form. In the case of a Java software submission, the digital copy consists of one (1) JAD and one (1) JAR file. In the case of a Windows Mobile submission, the digital copy consists of one (1) CAB file. Any additional files required for installation or use should also be included. Developers are strongly encouraged to read and follow the game design guidelines available on the Competition website.
3. A 16-bit color screenshot that best depicts the Entered Application. In the case of a JAVA submission, a 176x200 total pixel screenshot. In the case of a Windows Mobile submission, a 320x240 total pixel screenshot. (The higher the resolution the better as the image will be used to



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promote the Entered Application to the judges and in MOTODEV Marketing materials if appropriate.)

4. A well-written and proofed 50 to 100 word description of the Entered Application. (This information will be used to promote the Entered Application to the judges and in MOTODEV Marketing materials if appropriate.)
5. A well-written and proofed user instructions document identifying how to play the game, key functionality, special features, etc. (This information will be provided to the judges so that they can properly evaluate the Entered Application.)
6. A well written and proofed 50 to 100 word description of the Entrant submitting the application. (This information will be used to promote the Entered Application to the judges and in MOTODEV Marketing materials if appropriate.)

All entry materials must be written in the English language.

Certification testing for the respective platforms is strongly encouraged but NOT required.

By submitting an Entered Application, the Entrant represents and warrants that the Entered Application is the Entrant's own original work and that the Entrant is the owner or has obtained and currently holds valid and sufficient worldwide rights, including rights in third party intellectual properties, to grant the Sponsor, their subsidiaries, affiliates, agents, and customers the rights granted herein. The Entrant agrees to be solely responsible if they submit another developer's application as their own. Each Entrant also agrees to release, indemnify, defend and hold the Sponsor harmless from any and all complaint, claims, liabilities and damages (including without limitation attorney's fees) related to the Entrant's entry in the Competition, or usage of the Entered Application by Sponsor. Each Entrant agrees to immediately notify the Sponsor in the event that he or she discovers that there is any change in the ownership of the Entered Application concept or entry as acknowledged and represented herein.

**For sixty (60) days after the announcement of the Competition Finalists and Winners, each Entrant agrees to and does hereby grant Sponsor, their subsidiaries, affiliates and agents an exclusive and irrevocable worldwide right to enter into publishing discussions and an option on the right and license to publicly publish Entered Application. At the conclusion of the same sixty (60) day period, this option will drop and cease to exist.**

Each Entrant further agrees to and does hereby grant Sponsor, their subsidiaries, affiliates, agents, and customers the non-exclusive, irrevocable, perpetual, royalty-free worldwide right and license to reproduce, modify, display, publicly perform, and demonstrate the Entered Application for promotional purposes.

#### **Winner Selection Process and Judging:**

Judging is a two step process including the selection of Finalists and Winners. From the Entry Deadline to approximately September 21, 2007, representatives from Sponsor and its Competition sponsor I-play will conduct pre-judging to narrow down Entered Applications to a finite set of five (5) finalists



(“**Finalists**”) in each Category; so there will be ten (10) Finalists total. The first round of judging criteria to be used will be:

1. Completeness of Entered Application submission (e.g. materials, documentation, copy, etc.)
2. Potential worldwide appeal of Entered Application
3. Operation
4. Design
5. Innovation in Visual Art and Audio
6. Innovation in Use of Unique Features (Bluetooth, Vibe/Backlight API, etc.)

The five (5) Finalists in each Category will then be evaluated by a panel of approximately five (5) judges from different companies appointed by Sponsor (“**Judging Committee**”). Members of the Judging Committee may include employees of Sponsor, representatives from publishers, operators and other individuals familiar with mobile application design. The specific companies of the members of the Judging Committee will be listed on the Competition web page by April 1, 2007 and are subject to change upon notice posted thereon.

The Judging Committee will review the Finalists in each Category and select the winners during the approximate period from September 24, 2007 to September 28, 2007. Each member of the Judging Committee will assign a score of one (1) to ten (10) to each Entered Application in each Category and in each of the following criteria (“**Competition Criteria**”):

1. Operation (25% of total score)
2. Design (25% of total score)
3. Innovation in Visual Art and Audio (25% of total score)
4. Innovation in Use of Unique Features (Bluetooth (JSR-82), Vibe/Backlight API, etc.) (25% of total score)

The Entered Application receiving the highest cumulative score from all members of the Judging Committee will qualify as the “**Winner**” of the Category. The Entered Application receiving the second highest score from all members of the Judging Committee will qualify as the “**Runner-Up**” of the Category. In the event of any tie score, the decision of the Sponsor will break the tie. There shall be two (2) Runners-Up and two (2) Winners total, one set in each Category. An eligible Entered Application may only win in one (1) Category.

### **Winner and Runner-Up Verification**

As a condition of entering, each unverified Winner and Runner-Up must execute and return via a provided prepaid mailer an Affidavit of Eligibility/Release of Liability/Publicity Release Form, unless prohibited by law, confirming eligibility and that their Entered Application meets all entry requirements. Prizes may be awarded to alternate winners if affidavit is not returned within seven (7) days of attempted notification, if a prize notification letter, e-mail message is undeliverable, if a winner does not respond to a prize notification or e-mail within seven (7) days or if a prize is returned as undeliverable.



Entry constitutes permission to Motorola and its agencies to use winner's names and/or likenesses worldwide for purposes of advertising and trade without further compensation, unless prohibited by law. Motorola and its agencies are not responsible for any typographical or other errors in the printing of the offer, administration of the competition or in the announcement of prizes. Each Winner and Runner-Up that is a business entity also must use its best efforts to obtain for Sponsor similar rights from its employees, to the extent permitted by law, upon Sponsor's request.

### **Notification**

The verified Winner and Runner-Up of the Best Java™ Software Game Category will be announced in the fall of 2007 and posted on the Competition website shortly thereafter. Information as to the actual date that the winners will be announced will be posted on the Competition website by September 7, 2007.

The verified Winner and Runner-Up of the Best Windows Mobile Game Category will be announced at the in the fall of 2007 and posted on the Competition website shortly thereafter. Information as to the actual date that the winners will be announced will be posted on the Competition website by August 10, 2007.

### ***All finalists are strongly encouraged to attend their respective tradeshows.***

The Finalists in each Category will be notified via email and the Competition website on or around October 1, 2007. While Entered Application submissions must take place at the Entry Location by the Entry Deadline, the Winner and Runner-Up in each Category do not need to be present at the tradeshows to win.

### **Prizes:**

First (“**Winner Grand Prize**”) and second (“**Runner-Up Prize**”) prizes will be awarded.

### **Runner-Up Prize - Contestants will receive the following:**

- 1-on-1 meetings with each of the Competition judges for marketing and channel feedback
- The announcement and recognition of the Entrant, their Entered Application and placement at the respective tradeshow
- A briefcase full of the hottest new Motorola products
- An extensive package of I-play's hottest game titles
- A Runner Up Winner's plaque commemorating their engineering achievement
- Promotion of Runner-Up Winner's Entered Application on the MOTODEV website and elsewhere
- Bragging rights

### **Winner Grand Prize - Contestants will receive the following:**



- Provided Winner and I-Play can agree to terms and conditions, a publishing contract with I-play (subject to the game meeting I-play's quality assurance requirements; further distribution is subject to the conclusion of a standard publishing and distribution agreement between I-play and the winner)
- The announcement and recognition of the Entrant, their Entered Application and placement at the respective tradeshow
- A briefcase full of the hottest new Motorola products
- An extensive package of I-play's hottest game titles
- A Grand Prize Winner's plaque commemorating their engineering achievement
- Promotion of the Grand Prize Winner's Entered Application on the MOTODEV website and elsewhere
- Bragging rights

Each Winner and Runner-Up will be solely responsible for bearing any income or other taxes, fees, or other costs to any prize. While all attempts will be made to deliver all physical prizes at the tradeshow, some prizes may follow shortly after and at Motorola discretion. No substitution or transfer of prize by winner is permitted.

**General Rules:**

By accepting a prize, winner agrees to hold Motorola, their respective directors, officers, employees and assigns, harmless against any and all claims and liability arising out of use or a receipt of prize. Prize winners assume all liability for any injury or damage caused, or claimed to be caused, by participation in this competition or use or redemption of any prize.

By entering this Competition, Entrant agrees that all Entered Applications, entry components and votes become the sole property of the Sponsor and will not be returned. Sponsor is not responsible for any technical problems, malfunctions of any telephone lines, computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof that may limit an Entrant's ability to participate in the Competition. Sponsor is not responsible for any damage to any Entrant's computer system/software or wireless phone relating to or resulting from participating or uploading any materials in this competition.

The Entrant understands that the equipment and software made available for the purposes of developing, testing and/or delivering their solution is the property of the Sponsor and the respective providers of said equipment and software. Entry into the competition does not constitute any transfer of ownership or title of the equipment and/or software other than for the purpose of the Competition itself.

If for any reason, the Competition cannot be conducted as planned by reason of infection by computer virus, unauthorized intervention, technical difficulties, or any other causes beyond the control of the Sponsor which, in the sole opinion of the Sponsor, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Competition, the Sponsor reserves the right in their sole discretion to cancel, terminate, modify or suspend the Competition. In the event of termination, a notice will be posted on the MOTODEV website. Sponsor reserves the right to modify the Competition or



disqualify any Entrant or voter if fraud, misconduct or technical failures destroy the integrity of the Competition as determined by Sponsor, in its sole discretion. Any use of robotic, automatic, programmed or the like methods of participation will void all such submissions and/or votes by such methods. Sponsor reserves the right to prohibit the participation of an individual if fraud or tampering is suspected, or if Entrant fails to comply with any requirement of participation as stated herein or with any provision in these Official Rules. In the event Sponsor is prevented from continuing with the Competition or the integrity and/or feasibility of the Competition is severely undermined by any event beyond Sponsor's control, including but not limited to fire, flood, epidemic, earthquake, explosion, labor disputes or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), Sponsor shall have the right, in its sole discretion, to abbreviate, modify, suspend, cancel, or terminate the Competition without any further obligation.

If Sponsor, in its discretion elects to abbreviate the Competition as a result of a Force Majeure event, winners will be determined from all valid and eligible submissions and votes received up to the time of such Force Majeure event. All Entrants agree to be bound by Sponsor's terms of use and privacy agreement. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Competition materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control. By participating in this Competition, Entrants agree to be bound by the Official Rules and the decisions of the judges, which are final.

**Sponsor:** Motorola, Inc., 1303 E. Algonquin Road, Schaumburg, IL 60196 USA

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