

PLEASE READ. IF YOU DO NOT AGREE WITH OR CANNOT ABIDE BY THESE OFFICIAL RULES, PLEASE DO NOT PARTICIPATE IN THIS SUBMISSION CALL. NO PURCHASE NECESSARY TO ENTER OR BE AWARDED A DEVELOPER GRANT. A PURCHASE OR PAYMENT OF ANY KIND DOES NOT IMPROVE YOUR CHANCES OF BEING AWARDED A DEVELOPER GRANT.

Dangen Developer Grant Program Official Rules (the “**Official Rules**”)

1. General

The Call for Submissions for the Dangen Developer Grant Program (the “**Submission Call**”) is sponsored by Dangen Entertainment , 7F Sankyoku Biru, 4-7-5 Kouraihashi Chuouku, Osaka, Japan (“**Dangen**”).

The Submission Call is a skills-based competition through which eligible video game developers (each an “**Applicant**” and in the plural “**Applicants**”) may submit one Submission (as defined below) in order to be considered for a potential Developer Grant as described herein. A total of three (3) Developer Grants shall be awarded as described below.

By entering and participating in the Submission Call, each Applicant acknowledges and agrees to abide and be bound by these Official Rules and the decisions of Dangen, which are final and binding in all respects.

2. Eligibility

The Submission Call is open to Applicants who are legal residents of any jurisdiction except a Prohibited Jurisdiction (as defined below). Applicants who are individuals, or a team of individuals, must each be eighteen (18) years or older at the time of entry, and all team members must satisfy the eligibility criteria. Applicants that are entities must be duly organized and located in a jurisdiction that is not a Prohibited Jurisdiction.

The Submission Call is void in: (a) Italy, Quebec, Cuba, Eritrea, Guinea-Bissau, Iran, Iraq, Lebanon, Myanmar, North Korea, Somalia, Sudan, Syria, Turkey and Zimbabwe, and (b) in any state, jurisdiction or country where prohibited, taxed or restricted by law or where registration, filing, translation or notice requirements may exist, and (c) in any state, jurisdiction or country where otherwise prohibited or restricted by law; the foregoing jurisdictions in (a), (b) and (c) are referred to individually as a “**Prohibited Jurisdiction**” and collectively as “**Prohibited Jurisdictions**”).

- Submissions originating from any Prohibited Jurisdiction are not eligible for entry and will not be accepted for the Submission Call.
- Residents of any Prohibited Jurisdiction are not eligible to enter or participate in the Submission Call.
- Persons and entities subject to sanctions, blocking or other denial lists under US or Japanese law are not eligible to enter or participate in the Submission Call.
- Applicants who have received third party funding for the game that is part of their Submission (see below) are not eligible to enter or participate in the Submission Call.

- Employees of Dangen, and immediate family members of such employees, are not eligible to enter or participate in the Submission Call.
- Only games for PC, VR and console platforms are eligible for the Submission Call. Web and mobile applications are not eligible for the Submission Call and will not be accepted or reviewed by Dangen.
- Only games that are unpublished and unreleased are eligible for the Submission Call.

All applicable federal, state and local laws and regulations apply.

3. Dates of Submission Call

The Submission Call shall commence at 10:00 AM Pacific Time on June 6, 2022, and shall continue through the end of 11:59 PM Pacific Time on December 31, 2022 (“**Submission Call Period**”).

4. How to Enter Your Submission

There is one method of entry: online, through the submission link at <https://forms.gle/q3PzNZthn2bQChKt9> (“**Submission Link**”). No other method of entry will be accepted. To enter, Applicant must go to the Submission Link and follow the directions to complete the online submission of Applicant’s Submission (see below).

Valid Submissions must contain all information, materials and assets requested. Submissions will not be returned. Dangen is under no obligation to provide feedback on any Submission. Dangen is not responsible for lost, late, incomplete, misdirected, mutilated or unintelligible Submissions. Incomplete Submissions are void. Limit one (1) Submission per Applicant. Multiple Submissions by any Applicant will result in disqualification. In the event Applicant is a team, one individual must submit the Submission on behalf of all members of the team.

5. Submissions

Through the Submission Link, each Applicant must upload the following information, materials and assets as part of his/her/their/its (in the case of an entity) Submission:

- a. Application Information:
 - i. For Applicants who are individuals:
 1. Email address
 2. Full name
 3. Phone number
 4. Address
 - ii. For Applicants who are entities/teams:
 1. Email address of submission manager
 2. Full name of submission manager
 3. Role of submission manager
 4. Studio name/Team name
 5. Phone number
 6. Address (including for each team member if Applicant is a team of individuals)
- b. About the Development Team:

- i. Please identify: each team member, their experience, expertise and shipped games.
 - c. Game Information:
 - i. Game title
 - ii. Genre
 - iii. Short description of game (100 words or less)
 - iv. Features list
 - v. Target platforms (only PC, VR and console platforms are eligible).
 - d. Game Budget Spreadsheet:
 - i. Spreadsheet indicating the cost of the total development budget broken down by team member and number of months they will work.
 - ii. Information regarding how Applicant will specifically use a Developer Grant to support development of Applicant's game.
 - e. Game Development Schedule:
 - i. Major phases of production estimated across months of development
 - f. Game Assets:
 - i. 4 Screenshots
 - ii. Video URL showcasing at least 3 minutes of gameplay from the submitted build
 - iii. Build URL for the Playable Prototype Build of Applicant's game.
- "Playable Prototype Build" means a playable build of the game that has:
 - 1. A clear art direction; and
 - 2. The core micro gameplay loop implemented at a minimum (ideally, the game has a clear macro gameplay loop implemented).
 - 3. No less than fifteen (15) minutes of fully playable gameplay.

Please note that only games for PC, VR or console platforms will be accepted. Web and mobile applications are not eligible for the Submission Call and will not be accepted or reviewed by Dangen.

The information, materials and assets provided through the online Submission Call registration process, including without limitation all registration information, materials, assets and the Playable Prototype Build submitted by an Applicant are collectively referred to as the "Submission". Each Applicant represents and warrants that: (a) Applicant's Submission is original to Applicant and has not previously been published or released in any form; and (b) Applicant is the sole and exclusive owner of all right, title and interest in and to Applicant's Submission and has the right, power and authority to submit the Submission for the Submission Call and grant Dangen the limited rights to the Submission as contemplated herein; and (c) Applicant's Submission is clear of any claims or encumbrances and all necessary clearances, permissions and rights have been secured by Applicant so that the Submission may be utilized as contemplated herein; and (d) Applicant's Submission does not infringe on or violate any rights of any third parties, including without limitation any intellectual property rights (including without limitation copyrights), rights of privacy or publicity, or any other rights; and (e) Applicant's Submission does not contain any material that is disparaging, defamatory, threatening, indecent, pornographic, violent or obscene; and (f) all information provided by Applicant as part of Applicant's Submission are true, correct

and accurate, and Applicant has not omitted any information or otherwise provided false or misleading information in connection with Applicant's Submission; and (g) Applicant has not received any third party funding for Applicant's Submission.

6. Submission Call Judging Criteria

Dangen shall act as judge for the Submission Call. Applicants agree that all decisions of Dangen are final and binding, and Applicants shall abide by such decisions. Dangen is under no obligation to share the internal results of its judging or point scoring for any Submission (though Dangen will post a list of the final Developer Grant recipients as set forth in Section 16 below). All eligible Submissions will be evaluated and reviewed by Dangen employees to determine the three (3) Developer Grant recipients. Developer Grant recipients will be selected from all eligible Submissions received by Dangen during the Submission Call Period based on the following criteria:

- Unique artistic merit/Originality (on a scale of 0 to 25 points)
- Commercial prospects and viability (on a scale of 0 to 25 points)
- Production planning (on a scale of 0 to 25 points)
- Playability/Fun (on a scale of 0 to 25 points)

In the event of any tie, the tied Submissions will be re-evaluated with the points for the Playability/Fun criterion receiving double weight.

Developer Grant recipients will be selected according to the criteria above solely by Dangen and at Dangen's sole discretion.

The Applicant with the highest number of points will be deemed the potential recipient of the \$25,000 Developer Grant, the Applicant with the second highest number of points will be deemed the potential recipient of the \$15,000 Developer Grant, and the Applicant with the third highest number of points will be deemed the potential recipient of the \$10,000 Developer Grant.

7. Determination and Notification of Recipients

The potential recipients of the Developer Grants will be notified by Dangen by **February 15, 2023**. If a potential recipient does not respond within thirty (30) days of notification, or refuses or fails to execute an applicable document, the Developer Grant shall be forfeited and awarded to an alternate potential recipient who has the next highest number of points. Please note that potential recipients are subject to verification, must meet all eligibility requirements, must be in compliance with these Official Rules, and must complete all requested documentation in order to be a Developer Grant recipient. Dangen's decision in this regard shall be final and binding on all Applicants. The odds of being awarded a Developer Grant depend upon the number of eligible Submissions and the quality of eligible Submissions.

8. Developer Grants

A total of three (3) Developer Grants will be awarded as follows:

- One (1) grant of up to Twenty-Five Thousand United States Dollars (USD\$25,000)**
- One (1) grant of up to Fifteen Thousand United States Dollars (USD\$15,000)**
- One (1) grant of up to Ten Thousand United States Dollars (USD\$10,000)**

Please note that the Developer Grants are intended to support a Developer Grant recipient's ongoing development of the video game that is based on the Developer Grant recipient's Submission (referred to herein as a "Grant-Funded Game**"), and Dangen wishes to incentivize such ongoing development activities. Accordingly, please note that payment of the second and third installments of the applicable Developer Grant is subject to and conditioned upon the Developer Grant recipient completing and submitting certain "builds" of his/her/their/its (in the case of an entity) Grant-Funded Game that demonstrate the recipient's progress in further developing said Grant-Funded Game, and Dangen's approval of such builds. These builds are defined as follows:

"**Phase One**" means a build that has implemented one-half (1/2) of all content and features planned in the budget of the Submission for the awarded Developer Grant.

"**Phase Two**" means a build that has implemented all content and features planned in the budget of the Submission for the awarded Developer Grant.

Each Developer Grant will be paid in the following manner:

- a. 50% within thirty (30) days of Dangen's receipt of all required materials from the Developer Grant recipient, including the Affidavit and Release.
- b. 25% within thirty (30) days of Dangen's approval of the Developer Grant recipient's Phase One build of his/her/their/its (in the case of an entity) Grant-Funded Game to Dangen.
- c. 25% within thirty (30) days of Dangen's approval of the Developer Grant recipient's Phase Two build of his/her/their/its (in the case of an entity) Grant-Funded Game to Dangen.

In the event a Developer Grant recipient does not complete or submit one or more of these Phase One or Phase Two builds for the Grant-Funded Game, the second installment and/or third installment of the applicable Developer Grant may not be paid to the Developer Grant recipient.

Developer Grants are not transferable. No substitutions or exchanges of any Developer Grants shall be permitted. If any Developer Grant notification is returned as undeliverable, or a potential recipient does not respond within thirty (30) days of notification, or refuses or fails to execute an applicable document, the Developer Grant shall be forfeited and awarded to the eligible Applicant who has the next highest number of points. All federal, state and local taxes are the sole responsibility of the recipient. Recipients shall be required to complete and submit to Dangen certain tax form(s) to receive a Developer Grant, if applicable.

9. Right of First Negotiation

Please note that Dangen makes no commitment to act as the publisher or distributor of any game that is developed by a Developer Grant recipient, including any Grant-Funded Game. However, in the event a Developer Grant recipient finishes development of a Grant-Funded Game and intends to publish the Grant-Funded Game, he/she/they/it (in the case of an entity) agrees to provide Dangen with a 30-day right of first negotiation during which the Developer Grant recipient and Dangen will negotiate in good faith to determine whether they can reach an agreement with regard to publishing the Grant-Funded Game through Dangen. In the event they are unable to reach an agreement, the Developer Grant recipient may publish the Grant-Funded Game directly or through any third party in his/her/their/its (in the case of an entity) discretion.

10. Limited Publicity Release

Dangen wishes to celebrate and promote Developer Grant recipients and their Grant-Funded Games. By participating in the Submission Call and accepting a Developer Grant, each Developer Grant recipient (including all members of its team, if applicable) hereby grants to Dangen and its affiliates, divisions, agents, successors and assigns, the irrevocable, limited right to use, reproduce, display and publish in any media now known or hereafter developed, throughout the world and in perpetuity, his/her/their/its (in the case of an entity) name, nicknames, photograph, other likenesses, voice and biographical data, and assets from his/her/their/its (in the case of an entity) Submission and Grant-Funded Game, solely for promotional and/or advertising purposes for the Dangen Developer Grant Program (including future versions of the Dangen Developer Grant Program), the Developer Grant recipients, the Grant-Funded Games and Dangen, without notice or further compensation, and each Developer Grant recipient hereby waives any claims to royalty, right, or remuneration for such use, except where prohibited by law.

11. Affidavit & Release

All Developer Grant recipients (including all members of a team) will be further required to submit an affidavit of eligibility and a liability/publicity release and confirmation that the Developer Grant recipient has followed the Official Rules, in the form supplied by Dangen (the "**Affidavit and Release**"), signed by the Developer Grant recipient. The Affidavit and Release must be signed and returned within thirty (30) days of receipt thereof by the Developer Grant recipient. In the event the Affidavit and Release is not returned as described above, an alternate potential recipient who has the next highest number of points may be selected for such Developer Grant. Any Developer Grant notification returned to Dangen as undeliverable will result in the awarding of that Developer Grant to an alternate potential recipient who has the next highest number of points (and who will be required to comply with similar procedures). Potential recipients are responsible for ensuring return of all required materials; proof of sending shall not be considered proof of receipt by Dangen.

12. Privacy Policy

Any personal information supplied by an Applicant to Dangen will be subject to Dangen's privacy policy posted at: <https://privacy.dangenentertainment.com/>. By participating in the Submission Call, Applicants are also agreeing to the terms of Dangen's privacy policy.

13. Applicant Conduct

Dangen shall have the right, at its sole discretion, to immediately disqualify any individual or entity who/that tampers with the process or operation of the Submission Call or the Submission Call website, or acts in violation of these Official Rules. Any attempt by an Applicant or any other individual or entity to deliberately damage any website or undermine the legitimate operation of the Submission Call may be a violation of criminal and civil laws. Dangen reserves the right to lock out persons whose eligibility is in question or who have been disqualified or are otherwise ineligible to enter the Submission Call.

14. General Release

BY ENTERING THE SUBMISSION CALL, EACH APPLICANT HEREBY RELEASES DANGEN, ITS SUBSIDIARIES, AFFILIATES AND BUSINESS PARTNERS, AND THE EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, ATTORNEYS, SUCCESSORS AND ASSIGNS OF ANY OF THE FOREGOING (COLLECTIVELY, THE “**RELEASED PARTIES**”), FROM ANY AND ALL CLAIMS AND LIABILITY, INCLUDING BUT NOT LIMITED TO DAMAGES, LOSSES AND/OR INJURIES, SUFFERED BY THE APPLICANT OR ANY THIRD PARTIES IN CONNECTION WITH PARTICIPATION IN THIS SUBMISSION CALL OR ACCEPTANCE OR USE, MISUSE OR MALFUNCTION OF ANY DEVELOPER GRANT AWARDED, WHETHER UNDER A THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY OR OTHER THEORY. WITHOUT LIMITING THE FOREGOING, IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF APPLICANT’S PARTICIPATION IN THE SUBMISSION CALL, ACCESS TO AND USE OF THE SUBMISSION CALL INTERNET SITE AND/OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SAID SITE. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON SAID SITE AND ALL DEVELOPER GRANTS ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

15. Further Limitations of Liability

If for any reason (including, without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Dangen which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Submission Call) the Submission Call is not capable of being conducted as planned, Dangen shall have the right, at its sole discretion, to cancel, terminate, modify or suspend the Submission Call. Dangen assumes no responsibility for any error, omission, interruption, loss, misrouting, garbling, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of,

transmissions, Submissions or entries. Dangen is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by Dangen on account of technical problems or traffic congestion on the Internet or at any website (or any combination thereof), or any other errors of any kind whether human, mechanical, electronic or network, or any injury or damage to Applicant's or any other person's computer related to or resulting from participating in or downloading any materials for this Submission Call. Dangen is not responsible for any incorrect or inaccurate information whether caused by Applicants or by any of the equipment or programming associated with or utilized in the Submission Call or by any technical or human error which may occur in processing or promoting the Submission Call. Dangen is not responsible for any Submission Call disruptions, injuries, losses or damages caused by events beyond the control of Dangen. Dangen is not responsible for the inability of any Applicant to access or complete the Submission Call due to any technical malfunction or traffic congestion on the Internet or at any website (or any combination thereof). In the event of any dispute regarding the identity of an Applicant, an Applicant's identity shall be deemed to be the authorized account holder of the e-mail address submitted at the time of entry into the Submission Call. The authorized account holder is deemed to be the natural person who is assigned to an e-mail address by an Internet access provider, service provider or other online organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. A potential recipient of a Developer Grant may be requested to provide Dangen with proof that the potential recipient is the authorized account holder of the e-mail address submitted at the time of entry.

16. Developer Grant Recipients List; Rules Request.

A list of Developer Grant recipients shall be posted on the Internet at <https://grant.dangenentertainment.com> and <https://grant.dangenentertainment.co.jp> on or about April 1, 2023 and shall remain available until May 1, 2023. For a hard copy of these Official Rules, or the names of Developer Grant recipients after July 1, 2023, send a stamped (with sufficient postage), self-addressed No. 10 envelope to:

Submission Call Information: Dangen Entertainment, 7F Sankyoku Biru, 4-7-5 Kouraihashi Chuoku, Osaka, Japan.

17. Miscellaneous.

The Submission Call and these Official Rules shall be governed, construed and interpreted under the laws of Japan without regard to its conflict of law principles. By entering, an Applicant consents to the exclusive jurisdiction and venue of the local courts located in Osaka, Japan, and said Applicant waives any objection to the venue or jurisdiction thereof. **Except where prohibited, each Applicant agrees that any and all disputes, claims and causes of action arising out of the Submission Call or Development Grants shall be resolved individually, without any resort to any form of class action.** If one or more provisions of these Official Rules shall be found invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of these Official Rules shall not be affected in any way. If you have any questions about these Official Rules or the Submission Call, please email them to contact@dangenentertainment.com.