Anex I

Terms and Conditions of the GameBCN Incubation Program, Twelfth Edition

ONE: Organisation

GameBCN is organised and managed by GAME CONSULTING S.L.

GameBCN is an incubation program offering teams of video game developers and video game studios the necessary training and mentoring to professionalise their production pipeline and to make a successful launch to the market. Its main objective is to professionalise small teams developing a game with a clearly identified market potential in order to make them productively efficient and to instil in them a business mentality.

TWO: Promoters, Partners and Collaborators

GameBCN is promoted by *la Direcció General d'Innovació i Cultura Digital de la Generalitat de Catalunya*, *la Conselleria de Turisme i Indústries Creatives de l'Ajuntament de Barcelona* and the consultancy firm Game Consulting.

Socialpoint is our strategic partner, supporting the program with their experience and commitment to the growth of the local games industry.

In addition, GameBCN works closely with a group of mentoring partners who provide ongoing guidance to the teams throughout the program. These partners include Gameloft Barcelona, Tilting Point, IO Interactive, FunPlus, Ubisoft Barcelona, Anchor Point Studio and Marvelous Europe.

GameBCN also has a network of collaborators (Focus Entertainment, Playstack, PQube, Handy Games, *Square Enix Collective*, Sega, *Headup Games*, *Game Hollywood, VIVID, Bandai Namco, Gameseer, 11bit studios, Skystone Games, Hatinh Entertainment, and more*) that will help the organisation in different tasks (selection process, training, mentoring, lectures and events organisation…). The collaborators list is constantly growing.

Collaborators are willing to receive the GameBCN portfolio at the end of each edition in order to find publishing opportunities.

THREE: Program Format

Application Process

The GameBCN program starts in March (exact date will be announced before application deadline).

To apply to the program, candidates must fill in the application form accessible through GameBCN website:

https://gamebcn.co/

Selection Process

Once the call closes, a group of experts will review all applications. The best candidates (around 15) will be asked to pitch their game online, in front of an experts panel made up of GameBCN's promoters and partners. This panel will evaluate and select the incubated teams.

Incubation Program

The GameBCN incubation program lasts 6 months and will be held online for the duration of the 12th Edition.

The GameBCN program is divided into two modules: production and business, lasting three months each and taking place consecutively. The first module will focus on production with the goal of helping teams realise the importance of implementing agile methodologies in order to improve project management, planning and performance. The second module will focus on marketing and business with the goal of instilling business mentality in teams, teaching them how to market their games, how to pitch and how to incorporate.

Production milestones are agreed upon between each team and the Program Managers at the beginning of the program. Only teams achieving their production goals will receive access to the business incubation module.

External teams demonstrating extensive experience in production with a game in an advanced stage of development and identified market potential may be accepted to join the incubation program in its second module (marketing and business).

At the end of the incubation program (6 months) teams will pitch their games in front of our publishers and investors network at the DemoDay. It's a must for them to attend.

The GameBCN incubation program consists of:

- 60 hours of training:

We provide general training focused on production, marketing and business as well as specific training customised for every team, depending on their needs. All training is done by industry professionals (Gameloft, Socialpoint, IOI and Ubisoft have provided the majority of GameBCN training in previous years).

- 36 hours of mentoring:

Teams will have monthly meetings with industry experts who give them feedback about their projects and strategy.

- Weekly production follow-up:

GameBCN Program Managers, with extensive experience in the video games industry and network-reviewed production plans, will provide weekly follow-up meetings with each team with the goal of adjusting production methodologies 'early and often' to maximise team efficiency.

- €3,000 grant:

Each incubated team receives a grant to help them cover expenses during the incubation program. The grant is paid at the end of the program and it is subject to teams' performance: only teams achieving the goals agreed with GameBCN at the start of the program will receive the whole grant. If milestones are not met, Program Managers may reduce funding or allocate a portion of funding to improve the team's production or marketing pipeline.

- Monthly public events:

GameBCN organises monthly public events related to the gaming industry to promote development and networking during the program.

- Demo Day:

At the end of the incubation program (September-October) teams will pitch their game in front of publishers and investors in a public event organised by GameBCN. Teams are also required to publish either a working demo or trailer of their project, as decided by Program Managers.

Attendance at the demo day is compulsory. The €3,000 grant can be used to cover travel expenses. In the event that a team does not attend, they will be considered as not having completed the entire incubation program and will not be awarded the full grant. Their grant will be reduced by 50%.

FOUR: Entry Period

Entries will be accepted from October 8th. The period for entering the program's registration ends on December 31st at 11pm (CET).

FIVE: Participation and Registration

Participation

Video games studios may participate in the program, regardless of geographic location or whether they have been legally constituted as a company. Teams must apply with a video game, no matter its development stage.

The members of the applying team must be the sole authors of the video game.

Registration

Registration is only accepted by fully and truthfully completing an application form on GameBCN's website https://gamebcn.co and submitting. Registration on the website is accessible by clicking on the "Apply" banner.

The Organisation reserves the right to immediately disqualify any applicant who gives false or incomplete information, who cannot be contacted or whose application is submitted outside the specified period or late. Proof of despatch and/or confirmation of delivery are not therefore required.

Similarly, the Organisation reserves the right to immediately disqualify any applicant who attempts to enter more than once, using multiple or different identities, formats, registries, addresses or any other means.

Similarly, the Organisation reserves the right to verify and validate the information provided at any time and to require as much documentation it considers necessary for this purpose.

All official program notices and communications will be in English only.

SIX: Rules

- Any video game submitted must be original and must not have been developed, either partially or wholly, by any person or entity outside the project, and must be the product of the knowledge and/or personal experience of the people who make up the project. The Organisation reserves the right to verify the identity of the participants and their compliance with the requirements of the program.

- Similarly, the Organisation reserves the right to exclude any participants from this promotion, in case of any irregularity or abuse in their participation, without a claim or right of any nature arising in favour of any person so excluded.

- Likewise, during the first calendar month of the incubation program, the Organisation reserves the right to exclude any team that does not comply with the meeting or production obligations required by GameBCN in order to ensure that the outcome of the program is as expected. Therefore, the Organisation reserves the right to unilaterally exclude any team. When a team is excluded, the next team that has been left out will be given the possibility to enter and if they do not accept the place, the next team in order of score will be informed successively.

- GameBCN has no requirements regarding the theme of the video game; however, it may not contain any illegal, defamatory, sexist, racist, xenophobic, discriminatory, pornographic or degrading material or material which otherwise infringes the rights of others, is immoral or which is not conducive to the maintenance of public order. The Organisation reserves the right not to accept any video game the content of which is inappropriate or illegal.

- By entering this program participants warrant and represent that their project is original and does not contain material that may infringe the rights of others, including copyright, brand rights, rights to privacy or publicity, and does not contravene any relevant law now in force.

- Projects which include the mention or use of content protected under copyright, including but not limited to: video games, music, films, books, television, programming, etc. without the express written permission of the holder(s) of any such right(s) are not eligible for entry in the program.

- Projects that contain material that undermines the rights of third parties, including but not limited to: material that breaches the right of any person to privacy, publicity, brand protection, or the industrial property rights or any type of intellectual property rights of any person, are not eligible for entry in the program. It follows that in order to be eligible to participate in the program a project must not include any branding, logos, insignias, product placement, photographs, art, sculpture or music subject to third party ownership or rights of exploitation without the written permission of the owner or holder of the relevant rights. The Organisation reserves the right to verify that the required permission has been obtained.

- If a project submitted includes an identifiable individual, the participant must certify that they have obtained the express permission of that individual to appear in the work submitted in the program. The Organisation reserves the right to disqualify any entry or project if it does not comply with the requirements set out above or it deems the project inappropriate or unsuitable for publication.

SEVEN: Selection Process

Selection Committee

Submitted applications will be assessed by a committee formed by members of the different entities that promote or collaborate with GameBCN.

- GameBCN team.
- External: GameBCN current edition promoters and strategic partners, and video game studios within the GameBCN network.

This committee will be responsible for selecting the teams accepted into the incubation program.

The committee's decision will be final and no claim may be made against them by the participants.

Preselection Process

There will be a first selection process to:

- Discard applications not reaching the minimum quality requirements seen above.
- Select the best games that will be asked to pitch their project online to the GameBCN selection committee.

In this pre-selection phase, which will be completed online using a voting form provided to all committee members, the following aspects will be scored:

- Originality (mechanics, narrative, visual aspect…)
- Artistic quality
- Market potential
- Development tools used
- Team roles and balance

Selection process

The 15-20 teams with the highest score in the pre-selection phase will be asked to give an online pitch of their project in front of the committee members. These interviews will last 30 minutes approximately and their structure will be a 5 minute pitch (no guidelines will be given apart from duration) followed by a Q&A session. Any committee member will be able to ask any question to team members.

During the interview, committee members should score the following aspects:

DEMO/PROJECT (50 points)	***TEAM (50 points)***
To have a playable demo (10)	Pitching level (5)
Gameplay originality (10)	Art team experience (5)
Art originality (10)	Development team experience (5)
Narrative originality (10)	Design team experience (5)
Business model viability (10)	Business team experience (5)
	Team completeness/balance (10)

	Listening capacity (Advise acceptance) (10)
	To have a project plan (5) Based on realistic level, resources/team, market study,...

All committee members shall vote individually and in secret on each project during the interview. Once the meeting is over all committee members will deliberate and agree on a final score for every project.

All projects will be ranked according to their final score and organised by platform.

From among the participants, the committee will select up to six projects as teams to be accepted at the incubation program. In the case of a tie, the committee will give preference to teams with more diversity. The Organisation reserves the right to show the teams and projects selected as finalists on the program's website.

The Organisation reserves the right to request more information from the selected teams about their submitted video games, including provision of a built version or download code so that the committee can test the games.

Should one of the accepted teams decline its participation with GameBCN for any reason, the following project in the ranking will automatically be contacted to join GameBCN.

The Organisation will announce the selected teams to join GameBCN on its social media channels and its website before the programs starts, and will subsequently contact each selected team to organise an incubation program kick-off in February (exact date to be announced).

EIGHT: Selected Teams Requirements

In order to participate in the GameBCN incubation program teams must fulfill the following requirements:

- Teams must add the GameBCN logo to their website and mention the incubation programme on their social media at least twice during the programme. Teams must also leave the logo on the website and on the incubated video game when it is released to the market with the "Proudly incubated by GameBCN" logo that will be provided.
- Teams must inform GameBCN of any investment, acquisition, partnership or publishing offer they receive. GameBCN Strategic Partners and promoters have

the right to make a counteroffer to any team before any agreement with a third party is signed.

- Teams must inform GameBCN of any recruitment offers received by their staff from the incubated team. GameBCN's strategic partners and promoters have the right to make a counter-offer to any individual or team to recruit them.
- Teams will be required to adopt agile production methodologies and achieve production goals based on the instructions of GameBCN's Program Managers, mentors and trainers.
- Teams must publish a demo and trailer of their game for the public event Demo Day, held in September-October (exact date to be determined), if requested by Program Managers. Program Managers will always hold the best interest of teams in mind, based on the opinion of GameBCN's network of publishers and promoters.
- Teams must attend the Demo Day event. If the team doesn't have the funds at this moment to attend, GameBCN could advance a part of the grant prize. In the event that a team does not attend, they will be considered as not having completed the entire incubation program and their grant will be reduced by 50%.
- Teams agree that the training and mentoring sessions will be recorded in order to be able to justify attendance and participation in the incubation program.

Failure to meet GameBCN program requirements will result in grant reallocation toward the improvement of the team's production or marketing pipeline, as Program Managers see fit.

NINE: Game BCN fee

- Game Consulting reserves a preemptive right of acquisition of 10% of the value of the product or video game developed in the incubation programme during the next 5 years after the end of the incubation programme, exclusively in the event that the investor or publisher with whom an agreement is signed has been introduced or sourced directly by GameBCN. This clause shall not apply in cases where the agreement is reached with an investor or publisher with whom contact or meetings had already occurred independently of GameBCN.

- Any amounts payable to Game Consulting under this clause shall be calculated and paid only after the developers have fulfilled their contractual obligations to the publisher or investor, including the completion of any recoupment terms that may apply.

- For example, if the agreement with the publisher allocates 70% of revenues to the publisher and 30% to the developers, Game Consulting's 10% share shall apply solely to the developers' 30% share. Furthermore, if a 100% recoupment clause is in place, Game Consulting shall not be entitled to any payment until such recoupment has been fully satisfied.

- The rights provided for in this section may be assigned or transferred in favour of a third party on the basis of the provisions of articles 1526 and 1532 of the Spanish Civil Code and article 306 of Royal Legislative Decree 1/2010 of 2 July,

approving the revised text of the Capital Companies Act.

- The Shareholders hereby waives any and all preemptive rights if any and pledge, to the best of their knowledge, to make such declarations and provide such warranties as any ultimate purchaser may request, including assumption of responsibility for the legal, financial and tax status of the Company, demonstration of the Company's assets and, with respect to the management, business and activity of the Company, up to the moment of sale of the shares.

TEN: Image Rights

Should a work submitted to GameBCN program be selected as a candidate, the author(s) of that project authorise(s) GAMEBCN and all program promoters and partners to reproduce and use their name(s) and surname(s) and their image in any activity related to the program without that use entitling the author(s) to receive any compensation or benefit of any kind. The applicants expressly authorise GAMEBCN and all program promoters and partners to publish in any offline or online media such references they consider appropriate with respect to the selected works.

ELEVEN: Intellectual Property

The rights to the video games presented at GameBCN shall be the property of all the members of each team. The Organisation will have no rights whatsoever in the development of video games entered in GameBCN. The Organisation will hold the right to publicise a demo for GameBCN's Demo Day publisher networking event on the GameBCN website.

TWELVE: Fraud, Modifications to Program Structure, and Program Cancellation.

The Organisation reserves the right to disqualify any participants who breach these Rules and/or who act fraudulently or in a manner likely to be harmful to other participants.

If the Organisation or any other entity professionally involved in this program detects any irregularity or suspects that a participant is impeding or hindering the proper running of the program, changing their involvement by use of any computer resource, or carrying out any fraudulent acts that prevent the program from being fully transparent, the Organisation reserves the right to immediately disqualify that participant; a decision of the Organisation's under this Rule shall be final and not subject to appeal. In such cases, the Organisation may bring such proceedings or claims and take such steps in relation to any possible criminal offence as may be open to the Organisation.

By entering this program each participant confirms that they accept these terms and conditions in full. Acceptance of the terms and conditions implies that the person accepting them will fulfil them.

The Organisation reserves the right to modify these terms and conditions without prior notice and with immediate effect, and will give notice to the participants of any changes, which may be viewed on the program's website at any time.

In the event that this program cannot be carried out, either due to detection of any fraud, technical errors, force majeure or any other reason unrelated to the Organisation, the Organisation may cancel the program and will not thereby incur any liability or obligation to any participant of any nature.

Any issue regarding the interpretation of these rules and/or running of the program will be resolved finally and definitively by the Organisation, based on the principles in these terms and conditions.

THIRTEEN: Privacy Policy and Information on Data Protection

Data Controller	GAME CONSULTING S.L. with Tax ID No. (CIF) B02978872 and with registered office at Plaça Pau Vila, 1, Edifici Palau de Mar, Oficina SA1, 08039 Barcelona
Purpose	Processing your data with regard to your participation in this program.
Legal Basis	Consent of the data subject
Rights	You have rights of access, rectification and erasure of your personal data and rights of data portability and restriction of processing that are set out in Additional Information. In accordance with the E-Commerce Services Act (LSSI for its Spanish initials) you may exercise your right not to receive commercial information via electronic media at GSC@gamebcn.co
Additional Information	You can view additional detailed information on Data Protection at our website:https://gamebcn.co/terms

FOURTEEN: Applicable law

The program will be run under these terms and conditions, and is also subject to the Law of Spain.

FIFTEEN: Acceptance of the rules and jurisdiction

Participation in this program implies full acceptance of these terms and conditions and express submission to any interpretative decisions made by the Organisation. For the resolution of any disputes that may arise regarding the interpretation and implementation of these terms and conditions, the participants and the Organisation, with express waiver of any other jurisdiction that might otherwise be available to them, submit to the exclusive jurisdiction of the courts of the City of Barcelona.