

BOOSTATION

Program rules

All the Candidates are bind by these Program rules.

1. GENERAL INFORMATION

The BOOSTation program (“Program”) aims at fostering creativity and innovation, by providing the resources and mentorship to selected teams of candidates for them to bring their creative ideas to life.

The program is located at Gameloft Saigon Studio, 7th PaxSky Building, 26 Ung Van Khiem, Ward 25, Binh Thanh District, Ho Chi Minh City, Vietnam.

2. ELIGIBILITY

2.1 Team members

To enter the Program, each team must be composed of two (2) or more individuals, aged eighteen (18) years old or older, and residents of Vietnam.

The candidate cannot apply for the Program if he/she is currently under any contract with a competitor company of Gameloft.

2.2 Project

The project submitted have to be a digital based project, such as game, app, website, software tool.

It is possible to bring a school project to participate in the program. Assistance will be provided with paperwork to confirm that the school project has been recognized, verified, and guided by the Program.

3. TIMELINE

The official registration for the Program opens in July 2024.

The screening and invitation phase will take place in August 2024.

The main Program is set to start from early September 2024 to February 2025 (6 months).

4. SUBMISSION CONDITIONS & RESTRICTIONS

The project submitted (“Submission”) must contain the following elements: 1. Team presentation; 2. Project presentation; 3. Main features/technology used; 4. Business model; 5. Team’s expectations from the Program.

The Submission must meet the following conditions and restrictions:

- The Submission must be an original creation/idea;
- The Submission must not contain any recognizable art or other copyrighted materials, or third party logos, trademarks or other commercial or advertising content, without due rights and authorizations.
- The Submission must not defame or invade the publicity or privacy rights of any person, living or deceased, or otherwise infringe upon any person’s personal or proprietary rights or constitute or suggest copyright infringement.

- The Submission must not contain any content that is sexually explicit, offensive, illegal, pornographic or obscene or that features, promotes or suggests the use or abuse of drugs, alcohol, tobacco, firearms or other harmful substances or otherwise is in bad taste or is otherwise objectionable to Gameloft, determined by Gameloft in its sole and exclusive discretion.
- The Submission must not contain corrupted files, viruses, or any other similar files, the intent of which is to damage the operation of another's computer.
- The Submission must not depict material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age.
- The Submission must not depict material that is unlawful, in violation of or contrary to the laws or regulations in Vietnam.
- The Submission must comply with the Terms and Conditions, as well as any guidelines, posted by Gameloft.

Gameloft in its sole discretion shall determine if any Submission or part thereof is inappropriate for any reason. Gameloft have the right to disqualify any Submissions that it deems to not meet the criteria, or due to technical, legal (including Intellectual Property rights infringement), clearance or other problems, or which it deems to be obscene, pornographic, demeaning or otherwise not in good taste, or otherwise in breach of the above rules, as determined by Gameloft in its sole discretion.

5. TEAMS SELECTION

The teams will be selected by the Program's mentors. The selection is discretionary, following five main criteria: 1. Commercial viability; 2. Technicality; 3. Business viability; 4. Creativity; and 5. CSR (corporate social responsibility).

6. NOTIFICATION

The teams selected will be notified through the provided email address and/or phone number.

Gameloft will make up to two (2) attempts over a 7-days period following each team's selection to contact the teams. If a team cannot be reached during the 7-days period in which it is contacted, Gameloft reserves the right to waive the selection.

7. INTELLECTUAL PROPERTY (IP)

7.1 Gameloft IP

All materials contained in the Program, including all content, the software, graphics, text and look and feel of the sites, and all trademarks (including GAMELOFT® and the titles of all of our Apps), copyrights, patents and other intellectual property rights related thereto ("Proprietary Materials"), are owned or controlled by Gameloft, our subsidiaries or affiliated companies, our third-party licensors, and/or our advertising partners. You may not modify, remove, delete, augment, add to, publish, transmit, participate in the transfer or sale of, create derivative works from, or in any way exploit any Proprietary Materials, or any other protectable aspects of the Program, in whole or in part.

The participants to the Program do not obtain any rights as a result of Gameloft communicating certain information, in particular know-how and trade secrets.

7.2 Project IP

The IP rights of your project will belong to you and your team. We will only assist and support you in the process of developing a complete product.

8. LIMITATION OF LIABILITY

The Program is provided by us on an “as is” and “as available” basis. To the fullest extent permissible by applicable law, we disclaim all implied warranties, including but not limited to, implied warranties of merchantability and fitness for a particular purpose.

Gameloft does not guarantee any outcome from the participation to the Program, nor any publication of the Project submitted. The Program does not constitute an engagement nor an obligation for Gameloft to participate financially into the Project, to release the Project nor to associate its name and brand with the Project.

Gameloft does not support any responsibility related to the Program material and the Mentors inputs.

Under no circumstances shall Gameloft be liable for any damages that result from the participation to the Program, including but not limited to reliance by a user on any information obtained from the Program or that result from mistakes, omissions, interruptions, deletion of files or email, errors, defects, viruses, delays in operation or transmission, or any failure of performance, whether or not resulting from acts of god, communications failure, theft, destruction, or unauthorized access to Gameloft’s records, programs, or services. You hereby acknowledge that this paragraph shall apply to all content, merchandise, and services available through the Program.

9. CONFIDENTIALITY

“Confidential Information” means:

- any information disclosed by Gameloft, whether in writing or orally, in graphical or machine-readable form or in any other form, including, but not limited to, anything relating to patents, patent applications, research, production, development, inventions, processes, designs, drawings, games (the titles, type or content of such games, release dates of such games, etc.), projects (the number of employees per project or in the studio, the number of projects developed in parallel, etc.), contents, Gameloft's history, etc.), content, engineering, formulas, markets, software (including source and object code), hardware configurations and computer programs, algorithms, business plans, third party agreements, services, customers, marketing or finances of Gameloft, and which is disclosed either by Gameloft or by any of its affiliates on its behalf, at any time, directly or indirectly, in writing, orally, visually or graphically to the Candidates;
- any information as described above that Gameloft has obtained from another party and Gameloft considers confidential, whether or not it is owned or developed by Gameloft.

The Candidates undertake never to divulge any Confidential Information, nor to use them or reveal them to a third party.

The Candidates acknowledge that the Confidential Information shall remain the sole and exclusive property of Gameloft and that they shall have no rights whatsoever in respect of the said Confidential Information.

The Candidates agree never to use, disclose to Gameloft, or cause Gameloft to use any trade secret or other confidential information of another person or entity.

On its end, Gameloft undertake never to divulge the Project submitted, nor to use it or reveal it to a third party.

The confidentiality obligation are effective no matter is the Participants are selected for the Program or not, and continue after the end of the Program in any case.

10. PRIVACY & PERSONAL INFORMATION

Gameloft collects personal data about Candidates online and use such data in accordance with Gameloft's privacy policies at <http://www.gameloft.com/privacy-notice> ("Privacy Policies"). Please review these Privacy Policies carefully. By participating in the Program, Candidates hereby agree to such collection and use of their personal information by Gameloft, either collectively or individually, and acknowledge that they have read and accepted the Program rules, the Terms of Use and the Privacy Policies.

11. GENERAL CONDITIONS

The Program does not constitute an Internship, a Labor contract nor a Service agreement between Gameloft and the Candidate(s). No contract nor convention will be signed in that respect.

No performance obligation is supported by Gameloft.

As Participant to the Program, the Participants are not qualified or entitled to participate in or to receive any employee benefits that Gameloft may extend to its employees.

The Participants must provide their own civil liability insurance, and must sign and respect all internal policies from Gameloft Saigon Studio.

The Program is a launchpad for your digital project. Gameloft offers the Candidates resources including tools, mentorship, and necessary training. Gameloft will not provide any assistance past the Project phase, including but not limited to for its publication.

At this stage, you will finalize the prototype of your digital project. After that, it will be up to you now, with all the knowledge acquired within BOOTStation, to make any further steps with your project.

The Program is generally divided into two training modules: production and business. Each Team must set production milestones at the beginning of the Program. However, the main mentor will tailor a customized program based on the Team's performance and the nature of their Project.

The Program provides essential equipment and dedicated spaces, and a supportive community where the teams can collaborate, learn, and grow.

The selected Teams have the option to choose either a hybrid working model or full-time on-site work:

- Hybrid Working Model: Agreement with the main mentor on which days to be on-site.

- Full-Time On-Site Work: Our space remains accessible at all times.

12. TERMINATION

Gameloft and the selected Teams are free to end the Program at any time they want for any reason they want.

13. FORCE MAJEURE

The Participants acknowledge and accept that the conduct of the Program may be prevented by an act of God, fire casualty, physical disability, acts or regulations of public authorities or labour unions, labour difficulties, lockout, strike, civil tumult, war, or any other cause beyond the control of the parties (“Force Majeure”).

14. MISCELLANEOUS

The invalidity or unenforceability of any provision of these Program 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 Program 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. Gameloft’s failure to (or decision not to) enforce any provision in these Program rules shall not constitute a waiver of that or any other provision. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Program-related materials and these Program rules, these Program rules shall prevail, govern, and control and the discrepancy will be resolved in Sponsor’s sole and absolute discretion.