

2021 Developer Competition Submission Requirements

In order to be eligible for submission into Haste Arcade's ("Sponsor") 2021 Developer Competition, games must meet the following criteria (the "Submission Requirements"):

Technical and Legal Information

1. All entries must utilize the Haste Developer SDK and must enable Instant Leaderboard Payouts
2. All entries must be skill based, where chance is not a determining factor
3. All entries must be developed for and playable in Google Chrome, Mozilla Firefox, and Safari, and must be capable of running on Desktop, Mobile or both
4. All entries must provide:
 - A written description of the game
 - Artwork
 - At least 2 minutes of gameplay
5. All submissions must be Entrant's original work and owned entirely and exclusively by the Entrant
6. Submissions must be made through the Haste Discord channel

Gameplay Information

All submissions must be a quality video game product, comparable to other quality independent video games. The advisory committee ("Advisory Committee") reserves the right at all times to, in its sole discretion both: (i) remove any games from the Contest before the judging period begins (January 15th, 2021); and (ii) forbid or prevent any games from being submitted to the Contest. Additionally, submissions may not, under any circumstances contain any of the following, and all entrants acknowledge that by submitting a game to the competition, they swear and affirm that their game(s) do not contain any of the following:

- disparaging or libelous remarks about any real-world individuals, entities, organizations, brands, or companies;
- depictions that violate the right of publicity of any entity, or any persons, alive or dead;
- material that impersonates another person or entity;
- reference to, or depiction of, any content or brands owned by any third party or entity or that otherwise infringes any third party's copyright, trademark, trade secret, right of publicity, right of privacy, including, without limitation, unlicensed music lyrics, brand names, logos, taglines, designs, images, videos, slogans, artwork;
- material that, in either Sponsor's or Advisory Committee's sole discretion, is inappropriate or unsuitable, including, without limitation, any material that is pornographic, profane, obscene, hateful, tortious, tortuous or offensive to individuals of a certain race, ethnicity, religion, sexual orientation or socioeconomic group, or that glorifies self-harm or suicide;

- material that involves real-world gambling;
- material that violates any law, statute, decree, code, ordinance, or regulation in the United States, Canada, Europe, or the country you (the entrant) reside in;
- material that refers to, depicts or encourages real-world violence or encourages the commission of committing any civil or criminal offense in real life;
- information that Entrant knows or should reasonably know to be false, fraudulent, harmful, inaccurate or misleading;
- any viruses, worms, bots, spyware, malware or any other computer code that is intended to damage, interfere with, or intercept or expropriate any system, data or information.

Sponsor

Haste, Inc is the sponsor of this developer competition. In addition to Haste, other companies may become promotional partners for the competition. Nonetheless, no entity other than Haste shall have any right or authority to make or enforce any rule or regulation relating to the developer competition. Nor shall any entity other than Haste have any right to represent Haste in any way or to bind Haste in any way.

Agreement to Rules, Submission Requirements, Terms of Attribution, and Privacy Policy

By participating in the developer competition, the entrant agrees to all terms and conditions stated in the Haste Arcade's Terms of Attribution and Privacy Policy as well as to these Submission Requirements.

Winner Notification and Announcement

The winners will be notified publicly via Twitter and privately via email on February 2, 2022 at 12pm PST. Upon contact, winners will be required to provide additional information to receive their winnings. FAILURE TO PROVIDE THIS ADDITIONAL INFORMATION MAY DISQUALIFY THE WINNER FROM SOME OR ALL OF THEIR WINNINGS, AT SPONSOR'S SOLE DISCRETION.

Disqualification and Force Majeure

At any given time, the Sponsor reserves the right to unilaterally disqualify a game or reject a submission for any reason whatsoever with no prior explanation necessary. Upon disqualification, the entrant will be notified privately via email as to why their submission was disqualified, within 1 week of the disqualification.

In the event of a game's disqualification or rejection, and to the fullest extent permitted by law, Sponsor reserves the right to: (i) seek damages from that entity; (ii) seek any other form of restitution legally available to Sponsor; and (iii) pursue any and all other remedies against such entity available to Sponsor. Sponsor reserves the sole right to modify, extend, suspend, or terminate the competition if it determines, in its sole discretion, that: (i) the competition is technically impaired or corrupted; (ii) fraud or technical problems, failures or malfunctions or

other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play, or feasibility of the competition as contemplated in these Rules; or (iii) harm will occur to Sponsor's business, brand, image, goodwill, owners, officers, or employees.

If an insufficient number of eligible entries are received or Sponsor is prevented from awarding prizes or continuing the competition as contemplated in these Rules by any event beyond its control ("Force Majeure Event"), including without limitation: fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, then Sponsor will have the right to modify, suspend, or terminate the competition as it sees fit in its sole discretion.

If the competition is terminated before the designated end date, Sponsor will (if possible) select the winners from all eligible, non-suspect Entries received as of the date of the Force Majeure Event giving rise to the termination. Inclusion in such a selection process will be each entrant's sole and exclusive remedy under such circumstances.

Under no circumstances will any entrant have any claims of any kind against Sponsor, nor any rights for restitution of any kind in the event of being disqualified, or having their game rejected. Under no circumstances will any entrant have any claims of any kind against Sponsor in the event of any modification to or cancelation of the competition.

Haste Use Of Game

By entering the competition, entrant hereby agrees to the following with respect to the game(s) entrant submits: (i) Sponsor may, but is not required to keep the game(s) on its arcade platform, at its own discretion; and (ii) Sponsor may, but is not obligated to offer the game(s) to be played or used by any Haste arcade user. Entrant may request that Sponsor remove its game(s) by submitting a written request to: hello@hastearcade.com, in which case Sponsor agrees to remove the game within a reasonable amount of time.

Publicity Release

Acceptance of any Prize constitutes Winner's permission for the competition entities to use Prize Winner's names and/or handle, game name and related materials, photographs, images, likenesses, hometowns, voices, biographical information, statements and prize information (collectively, the "Attributes"), for advertising and publicity purposes worldwide and in all forms of media now known or hereafter devised, in perpetuity, without further compensation or authorization, (except where prohibited by law), and releases the competition entities from all claims arising out of the use of such Attributes.

General Release

By entering the competition, each entrant, for entrant and for entrant's heirs, executors, administrators, successors and assigns: (A) releases and holds harmless the Sponsor and Advisory Committee (collectively "Competition Entities") from any liability whatsoever, and waives any and all causes of action, for any claims, costs, injuries, losses, or damages of any kind arising, directly or indirectly, out of or in connection with the competition or delivery, misdelivery, acceptance, possession, or use of or inability to use any Prize (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, intellectual property rights, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or any other theory; (B) agrees 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, with respect to any Prize, including, without limitation, to such Prize's quality or fitness for a particular purpose; and (C) agrees to be bound by these Submission Requirements and to waive any right to claim any ambiguity or error in these Rules or in the Contest itself, and to be bound by all decisions of the Competition Entities, which such decisions are binding and final.

Dispute Resolution

Entrant agrees that if any dispute arises that is in any way related to the competition, the Submission Requirements, or the Privacy Policy the parties will meet in person or through virtual means, and attempt to resolve the dispute amicably. If the dispute cannot be settled through such negotiation, it will be considered closed and the entrant agrees that no further legal claim or action of any kind will be made or taken against Competition Entities; the employees, owners, officers or directors of Competition Entities; any individuals associated with the Competition Entities; or any other competition entrants (collectively "Legal Action"). Entrant hereby agrees to perpetually and fully waive any and all rights to such Legal Action.

Notwithstanding the foregoing, and by no means in contravention to or limitation of the foregoing, in the event a court of competent jurisdiction determines that entrant may proceed with Legal Action against any of the entities in the foregoing paragraph, entrant agrees to the following:

1. All disputes, actual or alleged claims and causes of action at law or in equity ("Claim(s)") will be resolved individually, without resort to any form of class action.
2. Notwithstanding anything to the contrary in these Submission Requirements, in connection with any Claims, judgments and awards, Entrant waives all rights to attorneys' fees; and punitive, incidental, special, or consequential damages; and to any multiplied damages.
3. In no event will Entrant be entitled to recover any expenses other than reasonable and actual out-of-pocket expenses.
4. Competition Entities' entire liability for Any Claim or Legal Action and, entrant's sole and exclusive remedy therefor, will be limited to the total prize amount for the competition.

Additional Information

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED BY LAW OR REGULATION. PARTICIPANTS MUST BE AT LEAST 18 YEARS OLD AT THE TIME OF ENTRY OR HAVE A SIGNED CONSENT FROM A PARENT OR GUARDIAN.

These submission guidelines may change or be edited at any time without notice to entrants. Entrants are responsible for checking these Submission Requirements for any updates and for ensuring their compliance with these Submission Requirements at all times.

The Advisory Committee is appointed by the Haste Arcade team. Their role is to verify whether each Submission meets the Submission Guidelines, and to remove low-effort Submissions from the Competition before the judging period begins (January 15th, 2022). The identity of the Advisory Committee's members will be kept private, although members of the Advisory Committee are free to reveal their identity if they choose to do so at any point. Members of the Advisory Committee may not reveal the identity of other Advisory Committee members.