

Lion Studios' Game Jam Vietnam 2026
Terms and Conditions

Game Jam Vietnam 2026 contest is organized by Lion Studios, LLC, a Delaware company, with registered office is at 1521 CONCORD PIKE SUITE 201, WILMINGTON, 19803 DE ("**Lion**").

By registering for Lion Game Jam Vietnam 2026, the Participant confirms that they have (a) read and understood these Terms, (b) agreed to be bound by and comply with these Terms, and (c) accepted all responsibilities of Participants as outlined herein.

These Terms are effective as of 23 June 2026 (the "**Effective Date**").

1. DEFINITIONS

- a. "**Confidential Information**" has the meaning set out in Section 7(a).
- b. "**Contest**" means the contest Game Jam Vietnam 2026 organized by Lion.
- c. "**Contract**" has the meaning set out in Section 4(a).
- d. "**Gala Event**" means the gala event and award ceremony for the Contest, planned to take place in Hanoi on 13 August 2026.
- e. "**Group**" means Lion and its parents, affiliates, subsidiaries, and their respective designees, including third-party development partners and contractors.
- f. "**KPI**" has the meaning set out in Section 4(a)(i).
- g. "**Participant**" means any individual, team of individuals, or legal entity that has registered for the Contest as described in Section 3(a), accepted these Terms, and meets the eligibility requirements set out in these Terms.
- h. "**Participation Period**" has the meaning set out in Section 3(b).
- i. "**Platforms**" means app stores and any other distribution platforms for mobile video games, including but not limited to the App Store, Google Play Store, and similar services, on which the Prototype is made available.
- j. "**Privacy Notice**" has the meaning set out in Section 8(a).
- k. "**Prototype**" means any mobile game or prototype - whether in a test version or otherwise - including all associated Submission Materials, that is developed by the Participant and submitted to the Contest.
- l. "**Prize**" has the meaning set out in Section 4(a).
- m. "**Registration**" has the meaning set out in Section 3(a).
- n. "**Submission Materials**" has the meaning set out in Section 6(b)(i).
- o. "**Terms**" means these Terms and Conditions for the Contest.
- p. "**Testing**" has the meaning set out in Section 3(c).
- q. "**Third-Party Materials**" has the meaning set out in Section **Error! Reference source not found.**(f).

2. PARTICIPATION CONDITIONS

- a. Eligibility. Participant hereby acknowledges and agrees that:

- i. the Contest is free of charge and open exclusively to Participants based, domiciled or with registered office in Vietnam;
 - ii. participation in the Contest is subject to the Participant's acceptance of and ongoing compliance with these Terms; where the Participant is a team of individuals, these Terms shall apply to each individual team member as well as to the team as a whole, and each individual team member shall be jointly and severally liable for all obligations, representations, warranties, and liabilities of the Participant under these Terms;
 - iii. where the Participant is:
 - 1. an individual, they must be at least eighteen (18) years of age at the time of registration for the Contest;
 - 2. a team, each individual member of the team must be at least eighteen (18) years of age;
 - 3. a legal entity, such entity must be duly incorporated or established, in good standing and validly existing and licensed under the laws of Vietnam;
 - iv. employees, officers, and contractors of the Group (including advertising or promotion agencies involved in the Contest), and their immediate family members (including parents, children, spouses, siblings, and their respective spouses, regardless of place of residence), are not eligible to participate in the Contest or win any Prize.
- b. Prototype Requirements. Participant hereby acknowledges and agrees that:
- i. each Prototype submitted to Lion as part of the Contest shall be subject to, and governed by, these Terms;
 - ii. each Prototype must comply with the following requirements:
 - 1. be an Android-compatible puzzle game;
 - 2. provide at least sixty (60) minutes of gameplay;
 - 3. include at least three (3) rewarded video placements, a debug build, and a level library (including level screenshots);
 - 4. implement the Lion SDK in accordance with Lion's technical specifications and instructions; and
 - 5. be submitted via the method designated by Lion (e.g., by upload to specific GitHub repository), together with complete, properly documented, unencrypted, and fully editable source code.
 - iii. each Prototype submitted by Participant must not:
 - 1. have been previously submitted to, accepted by, or published by any third-party publisher, or have been commercially launched or otherwise made publicly available by the Participant or any third party; provided, however, that a Prototype that is live on Google Play, Apple App Store, Samsung, Amazon, Microsoft Store as at the date of its submission to the Contest shall not be deemed in breach of this requirement solely by reason of such availability;
 - 2. include interstitial advertisements;

3. contain, promote, or depict any content that is vulgar, obscene, pornographic, fraudulent, violent, offensive, harmful, discriminatory (including against any individual or group based on characteristics such as sexuality, sexual orientation, religion, or similar attributes), defamatory, harassing, or otherwise inappropriate or illegal, including but not limited to references to religion, politics, weapons, sexual content, illegal activities, or material related to racism or discrimination;
 4. incorporate any material that is unlawful, infringing, or used without appropriate authorization, including any material that infringes, misappropriates, or otherwise violates the intellectual property or other rights of any third party or any applicable laws;
 5. disparage, damage, or otherwise be detrimental to the name, brand, reputation, or products of the Group members; or
 6. violate any applicable laws or regulations, the policies or terms of the Platforms, or these Terms, or otherwise give rise to any claim, liability, or proceeding;
- iv. submission of any Prototype does not create any obligation on Lion and/or the Group to review, select, use, publish, or otherwise exploit such Prototype.
- c. Eligibility Assessment. Lion reserves the exclusive right, in its sole and absolute discretion, to determine the eligibility of any Participant and/or Prototype for participation in the Contest, compliance with these Terms, and eligibility for the awarding of any Prize.
 - d. Participation Rules. Participant hereby agrees to:
 - i. comply with all instructions and the rules of the Contest, as communicated by Lion and/or its authorized staff and (sub)contractors from time to time;
 - ii. compete fairly and refrain from cheating, collusion, or manipulation, and conduct themselves respectfully toward other participants and staff;
 - iii. not record, publish or livestream any part of the Contest, without Lion's prior written consent.
 - e. Disqualifications. Lion reserves the right, at any time and in its sole discretion, with or without notice, to reject any Registration and/or Prototype submission, or to disqualify (i.e., remove from the Contest) any Participant and their Prototype(s):
 - i. if the Participant and/or any submitted Prototype(s) violate these Terms, applicable law or the policies and terms of the Platforms;
 - ii. if any fraud, virus, third-party claim, legal action, Participant misconduct, technical failure, or any other action or omission attributable to the Participant, in Lion's opinion, compromises or adversely affects the administration, integrity, legality, security, or proper conduct of the Contest; or
 - iii. for any other reason Lion deems appropriate to reject or disqualify the Participant or their Prototype(s).

3. ORGANIZATION

- a. Registration. Participant may register for the Contest from 23 June 2026 via the registration link provided by Lion accessible [here](#). The deadline for registration for the Contest is 23:59 UTC + 7 on 29 June 2026. A Participant shall be deemed successfully registered in the Contest upon acceptance of these Terms and receipt of a confirmation email from Lion sent to the contact email address provided during registration ("**Registration**").

- b. **Participation Period.** The Contest will run from 23 June 2026 to 7 August 2026 (the “**Participation Period**”). Participants must submit their Prototypes no later than 23:59 UTC + 7 on 24 July 2026 in accordance with the instructions provided to the Participant by Lion to be eligible to win the Prize. Any submission and/or Prototype(s) received after the end of the Participation Period will not be accepted, and the respective Participant will not be eligible to receive the Prize in connection with their participation in the Contest or submission of the Prototype(s).
- c. **Testing.** Prototype that is shortlisted by Lion and determined, in Lion’s sole discretion, to meet the requirements set out in these Terms shall be eligible for market testing determined by Lion (“**Testing**”). Such Testing may include, without limitation, user acquisition campaigns (including via platforms such as Facebook and/or other channels) and performance evaluation. Lion may, at its sole discretion, select the Prototype for Testing and allocate such budget for the Testing as it deems appropriate. Lion makes no representation or guarantee as to the selection of the Prototype for Testing and/or any level, duration, results, or outcome of any Testing.
- d. **Cooperation.** The Participant shall provide all cooperation, assistance, materials (e.g., footage, gameplay, creatives), and access requested by Lion in connection with Testing, and shall ensure that all information and materials provided are complete, accurate, legal, non-infringing and not misleading. Failure to provide such cooperation or assistance may result in the rejection of the Prototype and/or disqualification of the Participant from the Contest.
- e. **Results.** The results of the Contest will be publicly announced on 7 August 2026. Participant may be invited to attend the Gala Event.
- f. **Changes.** Lion reserves the right, in its sole discretion, to cancel, suspend, or modify the Contest (including its timeline) at any time, without any liability or obligation to the Participant. Lion will use reasonable efforts to notify Participant of any such actions through its public channels.

4. PRIZES

- a. **Prize Eligibility.** Subject to the Participant’s full and unconditional compliance with these Terms, the Participant may become eligible to be offered the opportunity to enter into a developer services agreement with Lion (“**Contract**”), together with the signing bonuses stipulated below (together, the “**Prize**”). Any such Contract shall be on terms to be negotiated and agreed between Lion and the Participant, and shall be subject to a separate written agreement. The Participant acknowledges that Lion shall have no obligation to offer or enter into Contract with any Participant. For the avoidance of doubt, the Participant is under no obligation to accept the Prize or enter into Contract with Lion, and no liability or penalty shall arise from the Participant’s decision to decline, save that any signing bonuses described herein shall be forfeited.
- i. **Signing Bonuses.** Subject to the Participant’s execution of the Contract, the Participant may be entitled to receive the following signing bonuses in connection with such Contract:
 - 1. **Rookie Bonus.** Each Prototype selected by Lion for Testing and meeting at least 2 out of the 4 key performance indicators (“**KPI**”) set out below during Testing shall entitle the respective Participant to the following signing bonus, payable in accordance with Section 4(d):

Tier	D1 Retention (Adjust)	D0 Playtime	D0 Session Count	CPI	Signing Bonus
1	> 40%	> 60 min	> 2	< USD 3	USD 20,000
2	> 35%	> 50 min	> 2	< USD 3	USD 10,000

3	> 30%	> 40 min	> 2	< USD 3	USD 5,000
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KPI performance shall be measured by Lion (or its designated third-party tools, including but not limited to Adjust) in its sole discretion. If no Prototype meets at least two (2) of the above KPIs, no Rookie Bonus shall be awarded.

A Participant shall be eligible to receive a Rookie Bonus only for the highest KPI tier achieved and shall not be entitled to cumulative Rookie Bonuses across multiple tiers. For example, if a Participant meets the KPI for Tier 1, the Participant shall be entitled only to the Rookie Bonus applicable to Tier 1, and not to the Rookie Bonuses for Tier 2 or Tier 3.

2. Innovation Bonus. One Prototype, selected from all submitted Prototypes, that Lion determines, in its sole discretion, to demonstrate the most original gameplay, shall entitle the respective Participant to an additional signing bonus of USD 10,000, payable in accordance with Section 4(d). Only one winner of the Innovation Bonus shall be selected from all Participants.
- b. Selecting the Winners. Winners shall be selected from among eligible Participants in accordance with the criteria set out above and as determined by Lion in its sole discretion. All decisions by Lion regarding winner selection are final. In the event that any selected winner is found to be ineligible, disqualified, or otherwise unable or unwilling to accept the Prize, Lion reserves the right, in its sole discretion, to withdraw such Prize without awarding it to any Participant, or to select an alternative eligible Participant as a substitute winner.
- c. Signing Bonus Cumulation. A Participant may be eligible for both a Rookie Bonus and an Innovation Bonus; provided, however, that each Participant shall be eligible for only one Rookie Bonus, corresponding to the highest KPI tier achieved. For the avoidance of doubt, all signing bonuses are conditional upon the Participant's execution of the Contract.
- d. Payment. Any signing bonus shall be paid within sixty (60) days following the execution of the Contract, subject to the Participant's compliance with these Terms and any applicable legal, tax, and contractual requirements.
- e. Taxes. All taxes, duties, levies, and other governmental charges arising from or in connection with the receipt of any Prize (including any signing bonus) shall be the sole responsibility of the Participant. Lion may withhold or deduct from any payment any applicable taxes or amounts required to be withheld under applicable law. Participant must provide any information or documentation reasonably requested by Lion for the purpose of complying with applicable tax or reporting obligations.
- f. Conditions. The Prize described herein is the only prize available under the Contest. The Prize is non-transferable and non-exchangeable. Lion reserves the right, at its sole discretion, to modify the signing bonus amounts or substitute any element of the Prize if necessary. All Prizes, signing bonuses, and their award are subject to Lion's sole discretion and may be withheld in the event of the Participant's or Prototype's non-compliance with these Terms.

5. REPRESENTATIONS AND WARRANTIES

- a. Participant's R&Ws. The Participant represents, warrants, and covenants that:

- i. Eligibility.

1. the Participant fulfills the eligibility requirements for Participants set out in these Terms;

2. the Participant has full power and authority to enter into and perform its obligations under these Terms;
3. where the Participant is a team, each individual member has the legal capacity and authority to participate in the Contest and to be bound by these Terms,
4. the representative of the Participant completing the Registration is duly authorized to act on behalf of all team members or, where applicable, the relevant legal entity, in connection with the Contest;
5. the Participant is and will remain in compliance with all applicable laws and regulations and Platform terms and policies, including, without limitation, all applicable anti-corruption and anti-bribery laws (including the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act);
6. the Participant is not located, organized, or resident in, or otherwise ordinarily resident in, any country or territory subject to comprehensive sanctions, or listed on any sanctions list maintained by the United Kingdom, the United States, the European Union, the United Nations, or any other relevant governmental authority with jurisdiction over Lion or the Participant (this includes, without limitation, individuals or entities designated as Specially Designated Nationals or otherwise subject to asset freezes or similar restrictions by such authorities);
7. the Participant is in good standing, is not subject to any enforcement or insolvency proceedings, and has not been convicted of any felony or any offense involving moral turpitude;
8. the Participant is legally and medically able to travel to the Gala Event and does not have any condition that would impair such participation or pose a risk to themselves or others;
9. all information provided by the Participant during the Contest (including the Registration) is true, accurate, and complete;
10. the Participant has read, understood, and agrees to comply with these Terms;

ii. Prototypes.

1. the Participant is the sole and exclusive owner of, or otherwise has all necessary and exclusive rights, title, and authority in and to, the Prototype(s) submitted to the Contest, free and clear of any liens, encumbrances, restrictions, or claims, sufficient to permit the unrestricted use, reproduction, modification, distribution, public display, public performance, sublicensing, and other exploitation of the Prototype(s) in any manner and in all media now known or hereafter devised;
2. the Participant has the full right, power, and authority to submit the Prototype(s) to the Contest and to grant all rights and licences contemplated under these Terms to Lion;
3. each submitted Prototype shall comply with the requirements set out in these Terms and shall not infringe, misappropriate, or otherwise violate any intellectual property or other rights of any third party, or give rise to any claim, liability, or proceeding;
4. prior to any release of the Prototype on a Platform, the Participant has ensured, and shall continue to ensure, that the Prototype includes clearly labelled and easily accessible end-user terms and conditions and a privacy policy, each of which complies with all applicable laws and regulations and the relevant Platform's terms and policies;

5. where the submitted Prototype includes any third-party materials or content, the Participant has obtained, and shall maintain, all necessary rights, licences, consents, and permissions required for the unrestricted use of such materials within the Prototype, including the right to grant such rights to third parties, and shall be solely responsible for any associated costs or obligations;
6. each submitted Prototype shall constitute an original work of authorship of the Participant and be protected by applicable intellectual property laws, including without limitation copyright;
7. the submitted Prototype shall not incorporate, embed, or link to any materials subject to any licence terms that would (x) require, as a condition of use, modification, or distribution, that the Prototype, or any derivative works thereof, be disclosed, licensed, or distributed under the same or similar terms (including without limitation any open-source licence with copyleft or share-alike obligations), (y) impose attribution, notice, or other requirements that are unreasonable or impracticable in the context of the rights and licences granted under these Terms, or (z) otherwise restrict, limit, or impose conditions on Lion's or its Group's exercise of the rights and licences granted under these Terms or the commercialisation of the Prototype;

iii. Data

1. the Participant has obtained, and shall maintain, all necessary rights, consents, and permissions required for the collection, use, sharing, and transfer of any end-user data by the Participant in connection with the Prototype;
 2. if and to the extent that Participant will have physical or electronic access to Lion's computer network or systems, the Participant will comply with all network access and security requirements communicated by Lion to the Participant from time to time;
 3. Participant will not introduce into the Lion's software or systems any viruses, worms, time bombs, corrupted files, Trojan horses or other harmful or malicious code, files, scripts, agents, programs, or any other similar code that may interrupt, limit, or damage the operation of Lion's business, computers or property.
- b. Disclaimer of Warranties. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE CONTEST, ANY PRIZE, AND ALL RELATED SERVICES, MATERIALS, AND INFORMATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND. LION AND ITS GROUP EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, RELIABILITY, COMPLETENESS, OR ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE FOREGOING, NEITHER LION NOR ITS GROUP MAKES ANY WARRANTY OR REPRESENTATION THAT THE CONTEST WILL MEET THE PARTICIPANT'S EXPECTATIONS, THAT PARTICIPATION IN THE CONTEST WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR THAT ANY PRIZE WILL BE OF ANY PARTICULAR VALUE OR QUALITY.

6. INTELLECTUAL PROPERTY

- a. Ownership. Participant retains all right, title, and interest in and to the Prototype, subject to the rights and licences granted to Lion under these Terms. The Participant agrees that submission of

the Prototype is voluntary and that no obligation of confidentiality or compensation shall arise on Lion's part from such submission, except as expressly set out in these Terms.

- b. Licence. By submitting the Prototype to the Contest, the Participant grants to Lion a worldwide, royalty-free, fully paid-up, perpetual, irrevocable, unconditional, non-exclusive, freely sublicensable and transferable licence and consent to, in all media, formats, platforms, and technologies now known or hereafter devised, and without limitation as to quantity, manner, or means of use:
 - i. review, evaluate, process, test, analyse and use the Prototype and any accompanying materials submitted by the Participant in connection with the Contest, including without limitation source code and object code, assets, build files, technical documentation, design documents, pitch materials, and any other materials provided alongside or in support of the Prototype (together, the "**Submission Materials**") for the purposes of the Contest (including without limitation for Testing and performance analysis) and for Lion's business purposes, including without limitation for the purpose of developing Lion's own games, products, and services, provided that such development may incorporate or be informed by ideas, concepts, know-how, techniques, gameplay mechanics, and other learnings derived from the Prototype and the Submission Materials, but shall not involve the direct reproduction or commercial exploitation of the Prototype's source code or assets without a separate written agreement;
 - ii. use, reproduce, display, perform, and communicate the Prototype to the public in connection with the Contest, including for promotion or marketing of the Contest and related presentations; and
 - iii. share the Prototype with third parties for the purposes set out above.
- c. Independent Development. The Participant acknowledges and agrees that Lion and its Group may independently develop, acquire, publish, or otherwise exploit games, products, or services that are similar to, or compete with, the Prototype, including products that incorporate ideas, concepts, know-how, techniques, gameplay mechanics, or other elements derived from, inspired by or similar to those contained in the Prototype. Nothing in these Terms shall restrict or prevent Lion or its Group from undertaking such activities, and the Participant agrees not to assert any claims against Lion or its Group alleging that any such independently developed or acquired products or services infringe the Participant's rights in the Prototype.
- d. Moral Rights. To the fullest extent permitted by applicable law, the Participant hereby waives and agrees not to assert any moral rights, rights of attribution, rights of integrity, or similar rights in or to the Prototype to the extent necessary for Lion's exercise of the rights and licences granted under Section 6.
- e. Publicity Rights. Participant hereby consents to Lion's use of the Participant's name, logo, brand, trademarks and likeness in connection with the promotion of the Contest and any future contests or similar initiatives organised by Lion or its Group, in any media now known or hereafter developed, and waives any rights to prior approval, inspection, or compensation in connection with such use.
- f. Third-Party Tools and Materials. Any tools, software, middleware, technology, or code used in or in connection with the development of a Prototype that are licensed by the Participant from third parties, as well as any other third-party materials incorporated into the Prototype, must be properly licensed by the Participant on terms sufficient to permit Lion's and its Group's full and unrestricted exercise of the rights and licences granted under these Terms. The Participant shall promptly inform Lion of any usage restrictions or limitations under any third-party licence applicable to materials incorporated in or used in connection with the Prototype that could restrict, limit, or otherwise affect Lion's or its Group's ability to exercise the rights and licences granted under these Terms.

- g. No Obligations. Nothing in these Terms shall obligate Lion to use, publish, or otherwise exploit any Prototype(s). The Participant shall have no right of consultation, approval, or creative control over any aspect of Lion's or its Group's games, products, or services, whether or not derived from or inspired by the Prototype. Lion and its Group shall have no obligation to provide the Participant with any reports, accountings, or notifications in connection with the exercise of the rights granted hereunder.
- h. Compensation. The Participant acknowledges and agrees that the opportunity to participate in the Contest, together with any Prize awarded, constitutes full and sufficient consideration for the rights granted hereunder, and the Participant shall not be entitled to any further compensation unless otherwise expressly agreed in a separate written agreement with Lion.
- i. Limitation of Termination Rights. The Participant agrees not to terminate, rescind, cancel, withdraw, or otherwise limit or seek to limit the rights and licences granted to Lion under Section 6. To the fullest extent permitted by applicable law, the Participant hereby waives any rights that would enable them to unilaterally terminate, revoke, or restrict Lion's or its Group's rights in the Prototype (including any parts thereof). To the extent the foregoing waiver is not permitted under applicable law, the Participant agrees not to assert such rights against Lion or its Group for the maximum period permitted by law, and in any event for no less than the full duration of the Participant's intellectual property rights in the Prototype. Any termination, withdrawal, cancellation, revocation, or other limitation of the rights granted under Section 6(b) by the Participant shall be effective only upon the Participant reimbursing Lion and its Group for all costs, losses, and expenses incurred in connection with such action.

7. CONFIDENTIALITY

- a. Confidential Information. The Participant agrees that any non-public information disclosed by Lion or its Group to the Participant, or otherwise accessed by the Participant in connection with the Contest or these Terms, shall be deemed confidential, whether or not such information, documents, or materials are marked as "confidential," "proprietary," or with a similar designation - this includes any information that a reasonable recipient would understand to be confidential or proprietary, or intended by Lion to be confidential under these Terms, including, without limitation, information relating to Lion's or its Group's business, products, strategy, financial condition, evaluation processes, programming techniques, customers, suppliers, technology, or research and development (the "**Confidential Information**").
- b. Duty of Confidentiality. The Participant shall: (i) hold all Confidential Information in strict confidence; (ii) not use any Confidential Information for any purpose other than participating in the Contest; (iii) not disclose, publish, or otherwise make available any Confidential Information to any third party without Lion's prior written consent; and (iv) take all actions reasonably necessary to protect the confidentiality of all Confidential Information. To the extent the Participant discloses any Confidential Information to its employees, officers, directors, advisors, agents, or other personnel, the Participant shall ensure that such disclosure is made solely on a need-to-know basis and that each such recipient is bound by written confidentiality undertakings no less protective of the Confidential Information than the obligations imposed on the Participant under these Terms. The Participant shall be liable for any breach of such undertakings by any such recipient.
- c. Disclosure. If the Participant becomes legally obligated to disclose any Confidential Information, they shall promptly notify Lion in writing and, upon request, reasonably assist Lion in seeking a protective order or other appropriate remedy, disclosing only that portion of the Confidential Information that is legally required.

- d. Confidentiality Duration. The Participant's confidentiality obligations shall commence upon the first disclosure of Confidential Information and shall survive the termination or expiry of these Terms.
- e. No Limitation. For the avoidance of doubt, nothing in this clause shall restrict Lion's rights in the Prototype as stipulated herein.

8. DATA

- a. Data Collection. Lion may collect personal data, including names, email addresses, contact details, about Participants for the purpose of organising the Contest and administering these Terms and any Prizes, and shall use such data in accordance with the [Privacy Notice](#) ("**Privacy Notice**").
- b. Data Protection Rights. By registering in the Contest, Participants confirm that they have read and understood the Privacy Notice. The personal data of Participants is processed in accordance with applicable data protection law. Participants' data protection rights, and how to exercise them, are described in the Privacy Notice.
- c. Data Disclosure. Personal data of the Participant may be disclosed by Lion to third parties involved in the organisation or administration of the Contest, and to any official authorities, in each case as further described in the Privacy Notice.

9. LIABILITY.

- a. Indemnity. The Participant shall indemnify, defend, and hold harmless Lion, its Group (including their respective advertising and promotion agencies), and their respective officers, directors, employees, successors, licensees, and assigns from and against any and all actual or alleged claims, demands, damages, liabilities, losses, costs, fines, penalties, and expenses (including reasonable attorneys' and other professionals' fees and expenses) arising out of or in connection with: (i) any actual or alleged breach of the representations and warranties set out in Section 5(a); (ii) any claim that the Prototype infringes, misappropriates, or otherwise violates any intellectual property rights, privacy rights, rights of publicity, or other rights of any person, or any applicable laws; (iii) any encumbrance or restriction on the Prototype that limits or conflicts with the rights and licences granted to Lion hereunder; (iv) the Participant's participation in the Contest; or (v) any allegation or action by a third party against Lion or its Group based on a claim that any act or omission of the Participant resulted in: (x) personal injury (including death) or tangible or intangible property damage (including loss of use); or (y) the violation of any statute, ordinance, regulation, or Platform terms or policies.
- b. Limitation of Liability. To the maximum extent permitted by applicable law, Lion and the Group shall not be liable for and the Participant waives all rights to claim punitive, incidental, special, exemplary or consequential damages, or any loss of profits, revenue, data, or goodwill, or any other damages arising out of or in connection with these Terms, the Contest, or the Participant's participation therein, even if Lion has been informed in advance of the possibility of such damages and notwithstanding failure of essential purpose of any remedy. Any liability of Lion and/or its Group hereunder shall be strictly limited to the Participant's actual, documented out-of-pocket costs directly incurred in entering the Contest.
- c. Technical Failures. Lion and its Group shall have no responsibility or liability for: (i) incomplete, lost, late, damaged, inaccurate, illegible, misdirected, garbled, delayed, or undelivered entries or submissions; or (ii) any technical hardware or software malfunctions or failures of any kind, including without limitation lost or unavailable network connections, failed, incomplete, garbled, or delayed computer transmissions, or any other technical issues that may limit, prevent, or otherwise affect a Participant's ability to participate in the Contest or submit the Prototype.

10. JURISDICTION AND APPLICABLE LAW

- a. Governing Law and Jurisdiction. These Terms and any dispute arising out of or in connection with them shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles. Any dispute that cannot be resolved amicably shall be brought exclusively before the competent courts of the State of California, and each Participant irrevocably accepts and submits to the personal jurisdiction of such courts with respect to any legal actions, suits, or proceedings arising from or relating to the Contest or these Terms.
- b. Dispute Resolution. By participating in the Contest, each Participant agrees that to the extent permitted by applicable law:
 - i. any and all claims, disputes, and causes of action arising out of or connected with the Contest or the Prize awarded shall be resolved individually between the Participant and Lion, without resort to any form of class action or collective proceeding;
 - ii. in no event shall Participant's attorneys' fees be awarded or recoverable.

11. MISCELLANEOUS

- a. Assignment. Participant may not assign or transfer these Terms, in whole or in part, without Lion's express prior written consent. Any purported assignment of rights or delegation of performance in violation of this paragraph is void. Lion may freely assign its rights or delegate its duties pursuant to these Terms, without Participant's consent. These Terms will be for the benefit of Lion's successors and assigns, and will be binding on Participant's permitted assignees.
- b. No Relationship. Nothing in these Terms will be construed as establishing a partnership, joint venture, agency, employment or similar relationship between Participant and Lion. Participant has no authority to bind Lion by contract or otherwise.
- c. Subcontractors. The Participant acknowledges and agrees that Lion may engage third-party contractors and subcontractors in connection with the organisation, administration, and conduct of the Contest, and that Lion may share such information and materials as it deems necessary with such third parties for such purposes. The Participant consents to such engagement and shall not raise any objection or claim against Lion or its Group in connection therewith.
- d. Further Assurances. Without limiting any similar provisions contained in these Terms, the Participant shall promptly execute and deliver all additional documents and perform all such acts as may be reasonably required by Lion to effectuate the transactions contemplated herein, including, but not limited to, to give full effect to the rights and licences granted to Lion under these Terms, including without limitation any confirmatory consents or waivers.
- e. Limitation of Remedies. To the maximum extent permitted by law, the Participant agrees that their sole remedy in connection with any claim arising under or in relation to these Terms and/or the Contest shall be limited to monetary damages. The Participant shall not be entitled to seek or obtain any injunctive or other equitable relief that would interfere with Lion's or its Group's rights to the Prototype and/or any derivative or independently developed works.
- f. No Election of Remedies. The exercise by Lion of any of its remedies under these Terms will not be deemed an election of remedies and will be without prejudice to its other remedies under these Terms or available at law or in equity or otherwise.
- g. Equitable Remedies. Lion is entitled to injunctive relief, a decree of specific performance or other equitable relief as may be proper (including money damages if appropriate), without having to post

a bond or other consideration, in addition to all other remedies that Lion may have for a breach of these Terms at law or otherwise.

- h. Waiver. The failure by Lion to enforce any provision of these Terms will not constitute a waiver of future enforcement of that or any other provision.
- i. Entire Agreement. These Terms constitute the complete and exclusive understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior understandings and agreements, whether written or oral, with respect to the subject matter hereof.
- j. Survival. Parties agree that the provisions of these Terms which, by their nature and meaning, are intended to survive the termination of these Terms will survive the termination hereof, in particular the respective rights and obligations under Section 2(e), 4(f), 5 (other than Section 5(a)(i)(10)), 6, 7, 8, 9, 10 and 11.
- k. Severability. If any provision of these Terms is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of these Terms will remain in full force and effect, and the provision affected shall be deemed modified to the extent necessary to allow enforceability of the provision as so limited, it being intended that Lion shall receive the benefits contemplated herein to the fullest extent permitted by law. If a deemed modification is not satisfactory to make the provision enforceable, then the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby.
- l. Force Majeure. Lion shall not be liable for any failure or delay in performing any of its obligations under these Terms (including, without limitation, the organisation or conduct of the Contest, Testing, the Gala Event, or the award of the Prize) where such failure or delay results from circumstances beyond Lion's reasonable control, including but not limited to acts of God, natural disasters, epidemics or pandemics, war, terrorism, civil unrest, government actions or restrictions, sanctions, embargoes, labour disputes, power or telecommunications failures, internet or platform outages, or any other force majeure event. In such circumstances, Lion's obligations shall be suspended for the duration of the force majeure event, and Lion may, in its sole discretion, cancel, suspend, or modify the Contest without any liability to the Participant.
- m. Notices. Any notice or communication required or permitted under these Terms shall be in writing and may be delivered by Lion to the Participant by email to the contact email address provided during Registration, or by posting on Lion's website or the Contest webpage. Notices delivered by email shall be deemed received on the date of transmission (provided no delivery failure notification is received by the sender). Notices posted on Lion's website or the Contest page shall be deemed received on the date of posting. Any notice from the Participant to Lion shall be sent by email to the address designated by Lion for such purpose and shall be deemed received upon actual receipt by Lion.
- n. Amendments. Lion reserves the right to amend, modify, or update these Terms at any time and at its sole discretion, without prior notice to Participants. Any such amendments shall take effect immediately upon posting of the updated Terms at [Terms and Conditions](#). Participants are responsible for regularly reviewing the Terms. Continued participation in the Contest following the posting of any amendments shall constitute the Participant's acceptance of the updated Terms. Lion shall not be liable to any Participant for any amendment, modification, suspension, or termination of these Terms.