Description and Rules



The goal of the DoorDash Game Design Challenge is to showcase and celebrate budding elementary, middle school, high school, and collegiate game designers.

Rules and Criteria

This showcase and competition is open only to individuals who are enrolled in an elementary, middle or high school or a post-secondary institution (university, college, technical school, etc.) during the 2020 – 2021 academic year or, if home-schooled, are of the equivalent age. The DoorDash Game Design Challenge (the "Challenge") is sponsored by DoorDash and Pharaoh's Conclave (collectively the "Sponsor(s)"). By entering the Challenge, you agree that your participation will be governed by, and you shall abide my all of the rules described below.

- 1. **Mission:** The Door Dash Game Design Challenge aims to engage elementary, middle, high school, and collegiate students in by challenging them to design original video games that address some aspect of food and/or food delivery. Designing a video game involves systems thinking, creative problem solving, collaboration, communication, iterative design and computational algorithmic thinking all critical skills for pursuing successful 21st Century STEM+Computing careers. Challenge applicants are invited to submit a functional prototype.
- 2. **Eligibility:** The Challenge is open only to individuals who: (a) are enrolled in grades K-12 or are enrolled as part-time or full-time undergraduate students at a college or university designated as a Minority Serving Institution during the 2020-21 school year in a school, or, if home-schooled, are of the equivalent age and (b) if under the age of 18, have their parents'/legal guardians' permission to participate in the Challenge. Applicants may make more than one submission. All submissions should be individual. Elementary school students (grades K 5) will submit to the Mini division. Middle School students (grades 6 8) will submit to the Junior division. High school students (grades 9 12) will submit to the Youth division. Undergraduate students will submit to the MSI division.
- 3. **Entry Period:** The entry period for the Mini, Junior, and Youth divisions begins at 12:00 a.m. Eastern Standard Time (EST) on March 21, 2021, and ends at 11:59 a.m. Eastern Daylight Time (EDT) on May 24, 2021 (the "Entry Period"). The entry period for the Minority Serving Institutions (collegiate) division begins at 12:00 a.m. Eastern Standard Time (EST) on March 21, 2021 and ends at 11:59 a.m. Eastern Daylight Time (EDT) on August 13, 2021.
- 4. **How To Enter:** To enter, visit www.pcxnow.com (the "Site") during the Entry Period and follow the entry instructions. All Submissions (as defined below) must be in the English language and completed and received in their entireties by Sponsors via the Site by no later than the close of the entry period as described above. Each "Applicant" in the Mini, Junior, and Youth divisions shall include the parental/legal guardian information in their application. Each entrant must submit the following (collectively, a "Submission"), each of which must be uploaded to the Site during the Entry Period:
 - (ii) Playable Game Applicants may submit their Submission in the form of a playable prototype made using Unity ("Free Platform Prototype") for Junior, Youth, and MSI divisions and

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Unity or Greenfoot ("Free Platform Prototype") for Mini division. In creating a Free Platform Prototype, the Applicant may use only the features available in the free tier of these programs. Each Applicant that submits a Free Platform Prototype may also submit a written description of the overall vision and design goals for the game. The written description must be submitted in one of the following file formats: Microsoft Word for Windows, Microsoft Word for Mac, Rich Text Format (RTF), Portable Document Format (PDF) or a plain text file format; the description must be a minimum of 250 words and a maximum of 500 words in total, each page of the description should be submitted in 8 1/2 " x 11" page size (portrait orientation preferred), with margins set at a minimum of 1" (top, bottom, left and right); and all text should be 12-point Arial or Times New Roman font.

Each Applicant must comply with all of the following Entry Guidelines:

Entry Guidelines:

All Free Platform Prototypes must comply with the following Content Restrictions:

- The Free Platform Prototype must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity, copyright, trademark, patent, or intellectual property- or property-related rights;
- The Free Platform Prototype must not disparage Sponsors or any other person or party affiliated with the promotion and administration of the Challenge;
- The Free Platform Prototype must not contain footage, images or artwork not created by Applicant unless such footage, images or artwork are included as part of the Applicant's chosen game creation platform or Applicant has obtained all rights necessary to include such footage, images or artwork as part of a Free Platform Prototype to the Challenge;
- The Free Platform Prototype must not contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous;
- The Free Platform Prototype must not contain 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; and
- The Free Platform Prototype must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where the Submission is created.
- Each Applicant must retain a copy of the Applicant's Free Platform Prototype. Sponsors are not responsible for, and each Applicant specifically releases Sponsors from any claims or liability relating to, any loss or damage to the Applicant's Free Platform Prototype. By entering, each Applicant represents and warrants that (a) the Applicant's Free Platform Prototype and all components thereof, including all ideas, creative elements and any other materials and information contained in the Free Platform Prototype are wholly original with the Applicant, (b) no person or entity has provided any material or information for inclusion in the Free Platform Prototype, or has any ownership rights in and to the Free Platform Prototype or any component thereof, (c) Applicant has the exclusive, unconditional right and authority to submit the Free Platform Prototype to Sponsors and to grant the rights set forth herein, and (d) the Applicant's Free Platform Prototype complies with these Official Rules in full. Free Platform Prototypes must not contain any material that Sponsors, in their sole discretion, deem inappropriate for public viewing and/or determine is contrary to their mission. Sponsors reserve the right in their sole discretion to disqualify and/or not accept any Free Platform Prototype that Sponsors

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determine does not or is likely not to comply with these guidelines, to make such changes to any Free Platform Prototype as are necessary to make it compliant, or to require the Applicant to do so.

5. **Judging:**

The judging of the Free Platform Prototypes will proceed as follows:

- (a) A panel of judges comprised of Sponsors' employees, consultants, and expert game designers and developers will review and score all Free Platform Prototypes based on the criteria described in the rubric below, which will be equally weighted (the "Judging Criteria");
- (b) **Best In Class INDIVIDUAL**: The eligible individual Applicant whose Free Platform Prototype is in the form of a playable game created using Unity that permits the prototype to be played by the Challenge judges on a browser, personal computer or mobile device, without the purchase of a subscription or license and receives the highest score from the Judges in Phase Two based on the Judging Criteria will be a potential winner, subject to verification. Best in Class will be identified for each Division (Mini, Junior, Youth, and MSI). Second and third place winners in each Division will also be identified based on the 2nd and third highest scores, respectively from the Judges in Phase Two based on the Judging Criteria.
- 6. **Challenge Prizes:** The prize awarded to each of the winners will include providing the winner with a professional consultation with a game industry professional and attorney to advise the winner on the advancement of his/her interest and skills development in design, engineering or gamemaking as well as providing support and guidance to turning the game over to DoorDash for promotional use. There will also be a cash prize for Best In Class winners as well as for 2nd and 3rd place winners in each division. Sponsors reserve the right to substitute an alternate Challenge Prize.
- 7. Grant of Rights: By entering, each Applicant grants to Sponsors and their designees the irrevocable, royalty-free right to publish, disseminate and use the Applicant's name, likeness and biographical information without further notice or consideration, in perpetuity, throughout the world, in all media and formats now known or hereafter invented, in connection with the execution and promotion of the Challenge and the promotion of Sponsors and their activities. In addition, by entering, each Applicant grants to Sponsors and their designees a nonexclusive, irrevocable, royalty-free license to reproduce, exploit, adapt, use and display worldwide, in perpetuity, throughout the world, in all media and formats now known or hereafter invented, the Free Platform Prototype and the final game deliverable (also called "Project") and all components thereof, including without limitation posting the Free Platform Prototype and/or the Project on the Site (or such other on-line environments), in connection with the execution and promotion of the Challenge and the promotion of Sponsors and their activities, without further notice or compensation. Each Applicant agrees not to exploit, exhibit, disseminate, produce, broadcast, execute or implement the Applicant's Project or Free Platform Prototype, or to authorize any third party to do so, in any manner, media, or format, or otherwise dispose of any rights with respect to the Applicant's Project or Free Platform Prototype, during the Entry Period and judging period, without first obtaining the prior written consent of Sponsors. In the event that the Applicant at any time exploits, exhibits, disseminates, produces, broadcasts, executes or

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implements the Project or Free Platform Prototype, or authorizes any third party to do so, the Applicant will cause a credit in substantially the following form to be displayed in connection therewith: "This DoorDash Game Design Challenge Prize has been made possible with the generous assistance of the DoorDash and Pharaoh's Conclave".

- 8. **Disputes:** These Terms and Conditions shall be governed by and interpreted under the laws of the State of Georgia without regard to conflicts of laws provisions. Applicant hereby agrees that any and all disputes claims, causes of action or controversies arising out of or in connection with the Challenge or these Terms and Conditions shall be resolved individually, and without resort to class action, exclusively by a state or federal court located in Atlanta, Georgia. By entering, each Applicant irrevocably waives any right to seek and/or obtain rescission and/or equitable and/or injunctive relief.
- 9. Representations & Warranties: Applicant represents and warrants that he/she:(a) Has the right to make a Free Platform Prototype and Project as contemplated hereunder without the need of any consent of any third party;
 - (b) Will abide by these Terms and Conditions and all applicable laws and regulations; and (c) Applicant is under no obligation or disability, created by law or otherwise, which would in any manner or to any extent prevent or restrict making a Free Platform Prototype or becoming a prize winner as outlined herein.
- 10. Indemnity: By submitting an entry, each Applicant agrees to indemnify, hold harmless and defend the Sponsors, affiliates, subsidiaries, successors and assigns, and each of their trustees, officers, employees and agents (all of the foregoing, the "Sponsor Parties"), from and against the full amount of all claims, liabilities, actions, suits, proceedings, assessments, judgments, decrees, losses, fees, damages, settlement funds, and associated costs and expenses including attorney's fees arising from or in connection with the Applicant's participation in this High School Showcase, any use of the Applicant's Free Platform Prototype and/or Project and/or the exercise by Sponsors of any rights granted to them herein, including without limitation claims based on rights of privacy, rights of publicity, false light, defamation, copyright, patent and/or trademark infringement relating to the Applicant's Free Platform Prototype and/or Project. Notwithstanding anything herein to the contrary, in the event of any claim by a third party affecting or relating to the Free Platform Prototype and/or Project, Sponsors shall have, in addition to any other rights available to them, at law or in equity, the right to immediately revoke any prize.
- 11. **DISCLAIMER:** NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT WILL ANY OF THE SPONSORS BE LIABLE TO APPLICANT OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSS OF REVENUES, LOST PROFITS, LOST CAPITAL OR OVERHEAD, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WHETHER OR NOT SPONSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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- 12. **Release of Claims:** By submitting an entry, each Applicant releases each of the Sponsor Parties from and against the full amount of all claims, liabilities, actions, suits, proceedings, assessments, judgments, decrees, losses, fees, damages, settlement funds, and associated costs and expenses including attorney's fees arising from or in connection with the Applicant's participation in this Challenge, any use of the Applicant's Free Platform Prototype and/or Project and/or the exercise by Sponsors of any rights granted to them herein, including without limitation claims based on rights of privacy, rights of publicity, false light, defamation, copyright, patent and/or trademark infringement relating to the Applicant's Free Platform Prototype and/or Platform and claims for injury, loss or damage of any kind resulting from the Applicant's participation in this Challenge or acceptance or use of any prize.
- 13. No Limitation on Exploitation of Materials: Each Applicant acknowledges that each of the Sponsor Parties engage and have engaged and will in the future engage in the development. preparation, production, acquisition and dissemination of creative, educational, artistic and other material (collectively, the "Materials"), including without limitation Materials that are similar or identical to an Applicant's Project or Free Platform Prototype. Each Applicant also acknowledges that other persons, including employees of DoorDash and/or Pharaoh's Conclave, may previously have originated and/or submitted to the Sponsor Parties or to others, and may hereafter originate and/or submit, Materials that are similar or identical to an Applicant's Project or Free Platform Prototype. Each Applicant agrees that it will not be entitled to any compensation because the use by any of the Sponsor Parties of any such similar or identical material. Without limitation of the foregoing, the Sponsor Parties may use, without any payment or other obligation whatsoever to any Applicant, any part of the Materials, and any idea or concept contained therein, that (a) is similar or identical to, or contains significant elements encompassed in, a concept that is under consideration or in development by any of the Sponsor Parties before or at the time of the Applicant's entry, (b) is not unique, novel, original, and concrete so as to be entitled to protection under applicable laws, (c) has been made public by anyone at the time of its submission to any of the Sponsor Parties or otherwise is in the public domain, (d) would be freely usable by a third person if it had not been accepted as a Free Platform Prototype or the subject of any agreement, (e) is not protected by United States copyright law, or (f) is similar or identical to, or contains significant elements encompassed in. an idea, concept or material that is independently created by any of the Sponsor Parties or any third party. By submitting an entry, each Applicant agrees that the Sponsor Parties' development, preparation, production, acquisition, dissemination and/or exploitation of Materials similar or identical to the Applicant's Project or Free Platform Prototype or containing features, ideas, material and/or elements similar to or identical with those contained in the Applicant's Free Platform Prototype and/or Project shall not entitle the Applicant to any compensation or other right or remedy whatsoever. As an inducement to Sponsors to accept the Applicant's entry into the Challenge, each Applicant hereby waives any claim or right of action against any of the Sponsor Parties or their successors in connection with the Sponsor Parties' use of any Materials (or any portions thereof) whether or not such Materials are similar or identical to an Applicant's Free Platform Prototype and/or Project or contain any features, ideas, material and/or elements that are similar or identical to those contained in an Applicant's Free Platform Prototype.

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Acceptance by Sponsors of a Free Platform Prototype is not an admission by Sponsors of the novelty or originality of the Free Platform Prototype.

General Terms: All federal, state and local laws and regulations apply. Sponsors reserve 14. the right at their sole discretion to disqualify any individual who violates these Terms and Conditions, tampers with the entry process and/or acts in any way that would, in any way, discredit or harm the reputation of any Sponsor, and/or to cancel, modify or suspend this Challenge should Applicant fraud or misconduct or other causes beyond the control of Sponsors corrupt the administration, integrity, security or proper operation of the Challenge. Without limitation of the foregoing. Sponsors reserve the right to terminate, modify or suspend this Challenge due to any of the following reasons: act of God; unavoidable accident; epidemic; fire; blackout; act of public enemy; war, riot or civil commotion; enactment, rule, order or act of government or governmental instrumentality or tribunal; strike, lockout or other labor dispute; inclement weather; failure of technical facilities; failure of essential production, or technical personnel to appear or be available; or other cause beyond their control. Sponsors are not responsible for lost, late, illegible, incomplete, damaged, mutilated, misdirected, misdelivered, or delayed entries, or for technical or human errors or failures of any kind in connection with the submission, transmission, processing or judging of entries, including without limitation any malfunctions or failures of computer hardware, computer software, networks or telephone equipment or any technical problems or traffic congestion on the Internet or at any website or any combination thereof. Caution: Any attempt by an Applicant to deliberately damage any Web site or undermine the legitimate operation of the Challenge is a violation of criminal and civil laws and should such an attempt be made. Sponsors reserve the right to seek damages from any such Applicant to the fullest extent of the law. Sponsors are not responsible for any typographical or other error in the printing of the offer, administration of the Challenge, or in the announcement of the prize. These Terms and Conditions set forth the entire agreement and understanding between Sponsors and Applicant concerning the subject matter hereof and merges and supersedes all prior discussions, agreements and understandings of any kind between them. Notwithstanding anything contained herein to the contrary, Sponsors reserve the right, in their sole discretion, at any future time to terminate, modify or suspend the Challenge for any reason, in Sponsors' sole discretion. All notices shall be in writing and shall be delivered to Applicant in accordance with instructions contained on the Application Form. Applicant shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. Sponsors' failure to enforce any Terms of these Terms and Conditions shall not constitute a waiver of any provision contained herein. The titles of Sections of these Terms and Conditions are for convenience only and shall not be given any legal effect. The word "including" is used in these Terms and Conditions to mean "including but not limited to.

^{*}Adapted from the Rules and Conditions of the National STEM Video Game Challenge.