

Terms of Participation for the “Start-up: Games-Entrepreneurs” Program

The organizer of the program “Start-up: Games-Entrepreneurs” (the “Program”) is Stiftung Digitale Spielekultur gGmbH, Marburger Str. 2, 10789 Berlin, Germany (the “Foundation”).

“Participants” refers to the applying company and the undersigned shareholders who are listed in the application form. No other shareholders may participate. The Participants must be headquartered in Berlin or Brandenburg.

1. Application and Selection

- No one is entitled to participate. Applicants who do not meet the eligibility criteria on the [website](#) will not be considered during the selection. The selection is made at the sole discretion of a jury selected by the Foundation. The jury will primarily select the applicants it believes will profit most from the Program and whose projects offer the best prospects of success. Participation cannot be transferred to any third parties.
- The documents will be reviewed only by employees of the Foundation and the experts of the jury. And the applicant data will be disclosed to Medienboard Berlin-Brandenburg GmbH to provide evidence of proper application of funds. The data will not be passed on to third parties.
- The Program will not include projects involving work that is expected to violate one or more of the constitution, legal statutes, personality rights, or moral or religious standards; or whose content is pornographic, glorifies violence, or is liable to corrupt the young for the purposes of §§ 131, 184 of the German Criminal Code (*Strafgesetzbuch, StGB*).
- The Foundation may abort the application phase at any time without being required to give reasons, and may discontinue the Program or carry it out in another form.
- Only complete applications that are received before the application deadline (11:59 pm on 24 June 2024) will be considered for the selection process. The receipt of the application documents will be confirmed by email.
- The Foundation shall email applicants to inform them of their selection and admission to the Program.
- If admitted, Teams must confirm their participation based on these terms of participation by 11:59 pm on 8 July 2024. The Foundation may also demand written confirmation. This affects the legal entity who applies as well as other shareholders who wish to participate in the Program. The Foundation may award the relevant spots elsewhere if the confirmation is not provided on time.

2. Events

- As part of the Program, the Foundation offers various training sessions, workshops, panels, and seminars (“Events”) on topics concerning the founding and management of companies in the game sector, and on publishing and marketing a digital game.
- The Events take place in the Berlin-Brandenburg region. Participants must organize their travel to and from the events and bear the costs incurred. Apart from that, participation in the Program is free of charge.
- Participants in online Events are responsible for making sure they have internet access and the necessary technical equipment.
- The Participants are committed to taking part in the Events. If a Participant is repeatedly absent from the Events, the Foundation may exclude them from further participation. Absences due to illness must be communicated in writing without undue delay (email is sufficient).
- The Foundation may also relocate Events on short notice, or decline individual Events at its discretion, replace them with alternative Events, or alter the Event format (online / in person). Only the Foundation is responsible for the selection and for designing the content of the Events. Participants are not entitled to any particular Events being held.
- Neither the Foundation nor the lecturers, speakers, or other Event guests offer the Participants any legal or tax consultancy services or other services that are subject to approval. These Events are held to convey abstract knowledge, not to give advice on specific cases. Participants must look elsewhere for such advice. Participants must arrange for the statements given by lecturers, speakers, or event guests to be professionally validated before using them for specific cases in their companies.
- Participants are included in the alumni distribution list under the email address they have specified and will receive invitations to alumni Events or Events that are commensurate with the Program’s topic. Participants may object to being included in the distribution list at any time, with effect for the future.

3. Code of Conduct

- Participants must apply the Foundation’s [Safe Space Policy](#) during all Program Events. If a Participant breaches any of these guidelines, the Foundation may exclude them.
- The Foundation may establish individual codes of conduct or hygiene concepts for each Event, which will apply to the respective Event location and be provided to the Participants promptly in advance. Participants must also comply with these codes of conduct and hygiene concepts.

4. Confidentiality

- Each Participant shall treat as confidential all business information (including business plans, concepts, prototypes, source codes, technical information, designs, information on cooperations and investors/investments, financial and publication planning, and comparable information on the other Participants) which that Participant learns about as part of the Program (“Confidential Information”) and shall not provide it to any third party. The Participants shall take at least the same care regarding the nondisclosure measures that they would take regarding their own affairs.
- The preceding nondisclosure obligation does not apply (a) to communication with the Foundation, (b) to communication with advisors who are subject to a statutory duty of confidentiality, (c) to communication with one’s own shareholders, employees, or service providers who have been obligated to nondisclosure in writing, (d) if the Participant in question has provided consent, (e) if the Confidential Information has become public knowledge without any breach of nondisclosure obligations, (f) if the Participants develop the Confidential Information themselves independently, without knowing it beforehand.
- The Participants ensure that they hold the rights to all Confidential Information and other content communicated as part of the Program and that this information and content does not infringe on any third-party rights.
- The preceding obligation is also deemed a genuine contract for the benefit of third parties for all Participants.

5. Publicity

- The Foundation will prepare video, photo, and audio recordings of the events as needed and use them (taking nondisclosure into account in accordance with item 4) to publicize the Foundation and the Program in the internet, at Events and trade fairs, and in printed form. The Participants hereby grant the Foundation the rights to use the recordings made of them—at no charge, anytime, anywhere, and in any media—in the aforementioned connection with the Program.
- The Foundation will present all the Program Participants on its website and possibly in a press release. If the Participants possess a company logo, the Foundation may use it to present the Participants and publicize the Program. The Participants shall provide any company logo in a typical file format and printable quality.
- The Foundation may also grant the preceding rights to Medienboard Berlin-Brandenburg GmbH as the funding agency, for its own presentation of the Program.

6. Liability

- The Foundation is not liable for damage caused by ordinary negligence. This does not apply to personal injury.

7. Miscellaneous

- Finding one or more of these terms of participation to be ineffective does not render the remaining terms ineffective.
- Any side agreements must use the written form.
- Any disputes connected with the Program will be settled by the court responsible for the Foundation's headquarters.