

Game Studio Platformer Competition Years 2, 3 and 4

Participation Agreement Games Fleadh 2026 Please read this Agreement carefully

By signing below, you agree to be bound by the terms and conditions of this agreement.

This Participation Agreement (the "Agreement") between TUS-Thurles and just you contains the terms and conditions applicable to your participation in the **Game Studio Ireland Challenge 2026** as further described herein ("Contest"). This Agreement shall govern your development and submission of an interactive game ("Game Entry") based on the theme game. **Please read this Agreement carefully.**

BY SIGNING BELOW, YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ARE UNDER THE AGE OF EIGHTEEN (18) OR NOT ABLE TO ENTER INTO LEGAL AGREEMENTS UNDER APPLICABLE LAW, YOU MUST HAVE A PARENT OR LEGAL GUARDIAN CAREFULLY READ AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT ON YOUR BEHALF.

1. GRANT OF RIGHTS:

Subject to your acceptance of the conditions hereunder, TUS-Thurles grants to you a non-exclusive, non-transferable, license for the purpose of developing a Game Entry for submission to the Contest.

2. STARTER KIT

This section has no content.

3. GAME ENTRY REQUIREMENTS:

Each Game Entry must meet the following requirements:

- a. All entries must be submitted on time and meet the overall requirements of the competition.
- b. All art, graphics, video, audio, and other content used in the Game Entry must be original to you. If not it must be clearly referenced as being from an open source repository/AI generated or permission has been given for its use.
- c. All code must be developed by you.
- d. The Game Entry must not contain abusive, profane, or otherwise offensive language.
- e. The Game Entry must not portray abusive, threatening, sexually explicit, or illegal conduct.
- f. The Game Entry must not include any materials or information that you do not wish to be made public.
- g. The Game Entry must be free from viruses, worms, or other harmful elements.
- h. The Game Entry must not contain any hidden game play feature (e.g., "Easter Eggs") or any other hidden or undisclosed features
- i. The Game Entry must not contain any unauthorized key-locks or other similar programming devices.
- j. The Game Entry must not contain any code that would permit any third party to access the materials to cause disablement or impairment.
- k. The Game Entry must not include any materials that will result in damage to any device, computer, network, or any feature or function of a device, computer, or network.
- l. The Game Entry must not be in any way sponsored, developed, financed, or assisted by any game publisher or professional.
- m. The Game Entry may be a derivative of the Game Property, but it may not be a derivative of any other previously published game(s)
- n. The Game Entry may not be an add-on or modification that would require the installation of another game in order to be played.

Any costs in connection with submission of a Game Entry shall be borne solely by you. TUS-Thurles is NOT responsible for late, lost, damaged, misdirected, incomplete, illegible, undeliverable, destroyed, or stolen submissions, or for submissions that fail to enter into TUS-Thurles' s processing system, or that are processed, reported, or transmitted late or incorrectly or are lost or misdirected for any reason including computer, telephone, paper transfer, human or other error; or for electronic, computer, or telephone malfunction or error, including inability to access any Web site associated with the program or to process any transaction thereon.

You agree that no confidential or fiduciary relationship is established between you and TUS-Thurles by your participation in the Contest.

4. OWNERSHIP OF GAME ENTRY:

You acknowledge that:

- (a) TUS-Thurles shall have the right, but not the obligation, to use the your voice, photograph/video, image and/or likeness for programming, advertising, publicity, promotional purposes, and any other purpose in all media now or hereafter known, worldwide and on the Internet, and in perpetuity, without compensation and without prior notice, approval, or inspection;

5. YOUR RIGHT TO DISPLAY GAME ENTRY FOR NON-COMMERCIAL, ACADEMIC PURPOSES UNTIL AFTER THE GAMES FLEADH EVENT:

Notwithstanding anything to contrary contained herein, you may retain and display, in object code form only, a single copy of the Game Entry for Non-Commercial, Portfolio purposes until after the Games Fleadh event, as

those terms are defined below. Once the event has concluded you are free to publish the game as you deem appropriate.

“Non-Commercial” means the Game Entry must not be used to generate any form of compensation or revenue, must not be used by or on behalf of any third party, must not be used for advertising, marketing, or promotional materials and/or services, must not be used in connection with any other products and/or services, and must not be used for any other commercial purpose whatsoever.

“Portfolio” means the examples of your works to demonstrate the skills and talents you acquired. Portfolios may be shown by you only to potential employers as an example of your skills, but not otherwise used by you or a prospective or actual employer.

6. REPRESENTATIONS AND WARRANTIES:

By participating in the Contest, you represent and warrant that: (a) you have the full and exclusive right, power, and authority to submit the Game Entry to the Contest and to grant TUS-Thurles and its designees the rights to the Game Entry herein granted upon the terms and conditions set forth herein; (b) no part of the Game Entry has been published outside the remit of this competition; (c) no rights in the Game Entry have been previously granted to any person, firm, corporation, or other entity, or otherwise exercised or exploited; (d) the Game Entry is not offensive, as determined by TUS-Thurles’s sole discretion; (e) the Game Entry does not defame or invade publicity rights, or the privacy of any person, living or deceased, or otherwise infringe upon any person’s personal or property rights, or any other third party rights; and (f) the Game Entry will comply with the Official Rules.

7. GOVERNING LAW:

This Agreement will be governed by the laws of Republic of Ireland.

8. DISCLAIMER:

EXCEPT TO THE EXTENT THAT ANY WARRANTY, CONDITION, REPRESENTATION, OR TERM CANNOT OR MAY NOT BE EXCLUDED OR LIMITED BY LAW APPLICABLE TO YOU IN YOUR JURISDICTION, THE NOT LIMITED TO PERFORMANCE, SECURITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, INTEGRATION, MERCHANTABILITY, QUIET ENJOYMENT, SATISFACTORY QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE. THIS DISCLAIMER OF WARRANTY MAY NOT BE VALID IN SOME JURISDICTIONS.

9. LIMITATION OF LIABILITY:

NEITHER TUS-THURLES NOR THEIR AFFILIATES, RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR ASSIGNS SHALL HAVE ANY LIABILITY AND SHALL BE HELD HARMLESS BY YOU, FOR ANY DAMAGE, LOSS OR LIABILITY TO PERSON OR PROPERTY, DUE IN WHOLE OR INPART, DIRECTLY OR INDIRECTLY, BY REASON OF ANY BREACH OF THIS AGREEMENT, YOUR ENTERING THE CONTEST, USING THE STARTER KIT, THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE, OR WHILE PREPARING FOR OR PARTICIPATING IN ANY CONTEST-RELATED ACTIVITY. TUS-Thurles is not responsible for technical, hardware, or software failures of any kind, lost or unavailable network connections, fraud, incomplete, garbled or delayed computer transmissions, whether caused by TUS-Thurles, or users, or by any of the equipment or programming associated with or utilized in the Contest. TUS-Thurles disclaims any and all liability or responsibility for disputes arising between you and other entrants to the Contest, including but not limited to, your teammates.

As a condition of participating in the Contest, you agree to release TUS Thurles and its affiliates, and their respective shareholders, directors, officers, shareholders, employees, agents, and assigns from any liability resulting from your participation in the Contest or use of the Starter Kit.

10. TERMINATION:

TUS-Thurles reserves the right, at its sole discretion, to cancel, terminate, modify, extend, or suspend this Agreement at any time. TUS-Thurles may prohibit you from participating in the Contest or winning a prize if, in TUS-Thurles’s sole discretion, TUS-Thurles determines that you are attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or other unfair practices or intending to annoy, abuse, threaten, or harass any other entrants or TUS-Thurles’s representatives.

Thereafter, this Agreement shall be of no further force and effect, and TUS-Thurles and you shall have no further obligations to each other, except for the provisions of Sections 4 & 6–10, which shall survive the termination of this Agreement.

By signing below, you agree to be bound by the terms and conditions of this Agreement.

Signature of Team Members below:
