**Terms and Conditions**

1. These terms and conditions (the “Terms and Conditions) apply to all participants entering Developing Beyond (the “Competition”). It is a condition of entry that participants agree to be bound by these Terms and Conditions.
2. The Competition is a joint initiative of Epic Games International S.à r.l , acting through its Swiss branch (“Epic”), and the Wellcome Trust (collectively, the “Partners”). No purchase is necessary to participate in the Competition.
3. Participants entering the Competition (the “Developer(s)”) must be registered as a legal entity in the UK or Europe. Developers may be asked to prove their status as a registered legal entity.
4. The following people cannot enter the Competition:
5. Current employees (or their family members) of the Wellcome Trust or Wellcome Trust group companies (including Genome Research Limited (known as the Wellcome Trust Sanger Institute)), or Epic, or their corporate affiliates; and
6. With the exception of researchers currently or previously funded by Wellcome Trust by way of a Wellcome grant, anyone else connected with the creation or administration of the Competition or their family members.
7. Developers entering the Competition must complete the application form for the Competition and submit proposals (the “Proposals”) in line with the Indicative Timeline detailed below via the website www.developingbeyond.com. Submissions of Proposals for the Competition will be accepted for PC games only.
8. The Proposals must follow the brief ‘Transformations’ as set out below and comply with the charitable mission of the Wellcome Trust (details can be obtained here www.wellcome.ac.uk). If the Partners, in their absolute discretion, consider at any stage of the Competition that the Proposals are not following the brief or complying with the Wellcome Trust’s charitable mission, the Partners may disqualify the Developers who submitted the Proposal from the Competition. The Developers must collaborate with a relevant biomedical, social science or medical histories or humanities researcher in the development and realisation of their Proposals. Should Developers be unable to identify a suitable researchers to collaborate with and subject to availability and at the absolute discretion of the Partners, the Partners may provide the Developers with contact details of a suitable researcher with whom to collaborate.
9. The Developers must use the Unreal Engine 4 software under the Unreal Engine End User License Agreement (<https://www.unrealengine.com/eula>) (“EULA”) to develop their Proposals for the Competition.
10. Details of the prize funding at each stage of the Competition are as set out in the Indicative Timeline. The prize funding is publicised in US Dollars. Payments of prize funding may be made to Developers in a currency other than US Dollars at the discretion of the Partners and will be calculated at the exchange rate as at the date of the stage of the Competition at which an award is made.
11. Prize funding awarded at every stage of the Competition must be spent by the Developers on the development and production of their Proposals, unless otherwise agreed in writing by the Partners.
12. Proposals submitted to enter the Competition must be the original work of the Developers. Any evidence of plagiarism will result in the Developers being disqualified.
13. By submitting their Proposal, the Developers confirm that they have the right to enter and have obtained all and any consents, waivers, permissions and authorisations that may be necessary in order for them to present their Proposal. Where a third party owns the rights to intellectual property within a Proposal, it is the Developers’ responsibility to gain that third party's written consent to enter the Competition and to use the rights to the idea (this includes, but is not limited to, if applicable, any company that employs the Developer and where relevant the Developer’s supervisor and host institution). The Developer must obtain all consents from any relevant third parties prior to entering the Competition. Such consents must allow the Developers to develop the idea further, should the Developer be given the opportunity to have their Proposal developed further with support from the Partners.
14. In consideration of the Partners agreeing to consider the Developers’ Proposals, the Developer warrants to the Partners that: the Proposal they submit is their own original work, or they have gained written permission from the owner of the idea to enter the work; the Proposal submitted is not defamatory, illegal, immoral, offensive, blasphemous, derogatory, racist or otherwise unlawful; and it shall not infringe any third party intellectual property rights or other rights including, without limitation, privacy.
15. Any Developer who participates in the Competition in a manner which in the Partners’ determination is contrary to these Terms and Conditions or by its nature is fraudulent or unjust to other Developers may be removed/and or disqualified from the Competition at the Partners’ discretion.
16. In the event that a Developer withdraws from the Competition for any reason, including but not limited to if it is because of disqualification, the Partners reserve the right to require the return of any prize funding awarded.
17. At the first stage of the Competition, the Partners will perform an initial review of the Proposals and will select 6 successful Proposals in their absolute discretion. The 6 most promising proposals at this stage will each be awarded $15,000 prize funding for the development of their proposal. At the second and third stages of the Competition, a panel of judges (the “Panel”) will review the Proposals and select those Proposals that are to be awarded prize funding. Further details about the stages of the Competition are set out in the Indicative Timeline below. Prize funding may be advanced to the Developers in separate payments by the Partners. Developers are not free to accept payments of prize funding from one Partner without accepting payment from the other Partner. The Partners will not provide additional funding for travel, accommodation, exhibition of work or any other expenses.
18. In relation to clause 15 above, the Partners’ and the Panel’s decision is final and any feedback will be subject to their discretion. The Partners and Panel reserves the right not to select any of the Proposals submitted if they deem them inappropriate for the Competition.
19. Developers who receive prize funding are expected to commit to a full development and production process through 2017/18 as per the Indicative Timeline below. Developers who receive prize funding and subsequently go on to commercialise their Proposals, may only do so subject to the prior written consent (which shall not be unreasonably withheld or delayed) of Wellcome Trust. Such consent may include, as a condition of consent, a revenue share agreement with the Wellcome Trust.
20. Developers who submit Proposals that are selected to be taken forward for development after the first stage of the Competition may be required to enter into a development agreement(s) with the Wellcome Trust. The terms of any such development agreement(s), will be negotiated in good faith by the Developers and the Wellcome Trust and may, where applicable, include provisions around use of intellectual property and revenue share.
21. The Partners shall not be under any obligation to develop, produce, exhibit, exploit or distribute any of the Proposals presented in any manner whatsoever.
22. During the term of the Competition, Developers may only accept funding from the Partners and should not accept funding from any third parties. Should the Partners, for any reason, decide against developing and/or producing any Proposals submitted to the Competition further, the Proposal will revert to the Developers who may continue developing with other third parties. Any intellectual property created by the Developers relating to the Competition will be owned as set out in these Terms and Conditions and or any development agreement with the Partners.
23. Any intellectual property originating from a Developer relating to the Competition will remain vested in the Developer (subject to the terms of the EULA).
24. Developers agree to include credit in the form agreed in this clause for both Partners in their Proposals at every stage of the Competition and in any commercialisation of their Proposals. Credit should be included as follows ‘Inspired by the collaborative efforts of *Epic Games and Wellcome ’.* Proposals must also contain the Developing Beyond logo, a copy of which will be supplied to the Developers by the Partners, The Wellcome Trust logo ([www.wellcome.ac.uk/logo](http://www.wellcome.ac.uk/logo)) and the Unreal Engine logo, the use of which shall be subject to separate trademark license available https://www.unrealengine.com/branding-guidelines-and-trademark-usage.
25. The Developers may be required to participate in promotional activity as part of the Competition, as well as any further promotional activity after the Competition as reasonably required by the Partners, and the Developers agree to participate in such activity. The Developers agree that the Partners may use their details and details of their Proposals to promote the Competition.
26. The Partners accept no responsibility for any damage, loss, costs, liabilities, injury or disappointment incurred or suffered by a Developer or claims made Developers as a result of entering the Competition.
27. Nothing shall exclude the liability of the Partners for death or personal injury as a result of the Partners’ negligence or for fraud in connection with the Competition.
28. All Proposals will be treated in strict confidence and used in connection with the Competition only.
29. The Partners will collect, store and use any personal data provided by Developers in accordance with the Data Protection Act (1998).
30. Any personal information you provide to us will be used by the Partners for the purposes of administering and facilitating the Competition and to provide you with information about the Partners’ activities. We may transfer information to companies and organisations that carry out processing operations on our behalf. The Partners will not otherwise, without a Developer’s consent, supply a Developers’ information to any other third party, except where (1) such transfer is a necessary part of the activities the Partners undertake, or (2) the Partners are required to do so by operation of law.
31. Individuals have a right under the Data Protection Act 1998 to obtain certain information from the Partners, including a description of the data that we hold on them.
32. The Competition and these Terms and Conditions shall be governed by English law and Developers will submit to the jurisdiction of the English courts.

The Partners reserve the right to make changes to these Terms and Conditions. Queries concerning these Terms and Conditions can be sent by email to:

submissions@developingbeyond.com.

**Indicative Timeline**

**Stage 1**

Launch date: 18 January 2017

Deadline for submissions: 10 February 2017 (23.59 GMT)

First selection – 15 February 2017 – Epic and Wellcome will select 6 of the submissions to receive $15,000 development funding in order to allow the teams to further develop their ideas.

These 6 teams must be working with relevant biomedical or medical humanities researcher advisors. There will be an onus on the teams to identify and make contact with a researcher advisor relevant to the theme of their game, although Wellcome may have a role in helping facilitate this.

The 6 teams will attend and display their games at *Develop* in Brighton 11-13 July 2017.

**Stage 2**

Judging will take place on 11 July 2017 with the announcement made on 12 July 2017 - a panel of judges will select 3 teams to receive $60,000 of additional funding to further develop/produce their games.

The 3 teams will display their games at EGX in Birmingham at the NEC on 21-24 September 2017.

**Stage 3**

Final submission – 12 January 2018.

Final selection – 24 January 2018 - the judges will review the games for one week in advance of this, with an optional play day for the judges on 17 January 2018 at Epic HQ.

First place - $150,000

Second place - $50,000

Third place - $30,000

**Overview of “*Transformations*” theme**

The theme for this year’s Developing Beyond competition is ‘Transformations”.

We are interested in game ideas taking clear inspiration from the theme from biomedical, medical histories and medical humanities perspectives. Within this context, Developers are free to take inspiration from any combination of causes, consequences and/or mechanisms of transformations at any scale.

How these are manifest in the game is up to the Developer. However, the game should clearly engage players with the particular aspect of the theme that has been used as inspiration.

Crucially, we are looking for ideas that make use of the theme and ideas in science and research to create fresh, compelling, immersive and highly entertaining game experiences.

The following is a brief non-exhaustive overview of this year’s theme:

We live in a world undergoing constant change. Transformation is everywhere - from the on-going evolution of animals and people - to the technologies that impact us all.

Transformation is at every level and at scales we struggle to grasp. Cells transform from the very beginnings of life, holding the keys to who we are, and how we will face life’s journey.

Our bodies and the wider world we live in are constantly changing and with this comes new opportunities, unforeseen journeys and incredible challenges: from the consequences of a global shift towards urban living, to technological innovations revolutionising lives and even bacteria outwitting our best antibiotics.

In a heartbeat, or over millennia, transformations impact our identities, our habits, our health.

Thesubmissions should draw inspiration from any aspect of this theme exploring the human condition – whether across moments or generations, microscopic or global, historical, geographic or indeed contemporary.