

[Melvor Idle Mod Competition 2023]

THE COMPETITION

- 1.1 The promoter and organiser of this competition is Jagex Limited of 220 Cambridge Science Park, Cambridge, England, CB4 0WA ("**Jagex**", "**us**" or "**we**"). These terms and conditions govern the legal relationship between Jagex and you (referred to in these terms and conditions as "**you**", "**yours**" or "**Entrant**") in relation to the competition.
- 1.2 Please read these terms and conditions carefully, and in particular clause 6.2, 6.3 and 6.4 regarding how we will handle your personal data in relation to the competition.
- 1.3 The title of the competition is [**Melvor Idle Mod Competition 2023**].
- 1.4 To enter the competition, you must develop and submit 1 (one) Modification related to Melvor Idle, a game developed by Games by Malcs PTY Limited ("**Games by Malcs**") and published by Jagex.
- 1.5 All information detailed on any of Jagex websites (including but not limited to jagex.com, hereafter referred to as "**Jagex Websites**"), digital platforms, games or apps or published in any of our newsletters in relation to the entry requirements for this competition form part of these terms. In the event of any discrepancy or conflict between that information and these competition terms, the specific competition terms and conditions will prevail.
- 1.6 Facebook (or any other social media site, with the exception of mod.io Pty Ltd. ("**mod.io**")) do not endorse or sponsor any competitions hosted by Jagex and we are not affiliated with Facebook in any way (or any other social media site).

2 HOW TO ENTER

- 2.1 The competition will run from 00:01 BST on [14 June] to 23:59 BST on [5 July] (the "**Closing Date**") inclusive.
- 2.2 To enter the competition, Entrants must have an eligible modification (being a functioning alteration to the underlying function of Melvor Idle in accordance with these terms, hereafter a "**Modification**") hosted on mod.io before the Closing Date. Modifications shall only be eligible if the creator has a single active member account on mod.io at the time of the Closing Date. Duplicate accounts will not be accepted.
- 2.3 All competition entries must be received by Jagex before the Closing Date. All competition entries received after the Closing Date are automatically disqualified.
- 2.4 No purchase is necessary to enter the competition and there is no charge to register for use of a Jagex Website.
- 2.5 Jagex will not accept:
 - 2.5.1 responsibility for competition entries that are lost, mislaid, damaged or delayed in transit, regardless of cause, including, for example, as a result of any postal failure, equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind; or
 - 2.5.2 proof of posting or transmission as proof of receipt of entry to the competition.
- 2.6 By submitting a competition entry, you are agreeing to be bound by these terms and conditions.

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2.7 All entries must be accompanied by your name and a means of enabling us to contact you in connection with this competition.

2.8 For help with entries, please contact competitions@jagex.com.

3 HOW A WINNER IS SELECTED

3.1 From [6 July], eligible competition entries will be put to a public vote of mod.io users and site visitors. The winners shall be selected by the Modifications that receive the most votes on mod.io before the Closing Date.

4 ELIGIBILITY

4.1 The competition is open to any players who are legal residents in: (a) all states within Australia, and/or New Zealand, as well as throughout Hong Kong and/or Singapore; (b) all countries within Europe except Northern Ireland and Italy; (c) the following: states within the USA: Alabama; Alaska; Arizona; Arkansas; California; Colorado; Connecticut; Delaware; Florida; Georgia; Hawaii; Idaho; Indiana; Illinois; Iowa; Kansas; Kentucky; Louisiana; Maine; Maryland; Massachusetts; Michigan; Mississippi; Missouri; Minnesota; Montana; New Hampshire; New Jersey; New Mexico; New York; North Carolina; Oregon; Oklahoma; Pennsylvania; Nebraska; Nevada; North Dakota; Ohio; Rhode Island; South Carolina; South Dakota; Tennessee; Texas; Utah; Vermont; Virginia; West Virginia; Washington; Wisconsin; Wyoming; (d) the following provinces within Canada: Alberta, British Columbia; Manitoba; Ontario; Newfoundland and Labrador; New Brunswick; Northwest Territories; Nova Scotia; Nunavut; Saskatchewan; Yukon and Prince Edward Island; and (e) the following countries in Latin America: Argentina, Chile, Paraguay, Peru, Uruguay, Mexico, Colombia or Brazil

(these regions together the “**Competition Jurisdiction**”) aged 18 years or older or the age of majority in their country of residence at the time of registration, except:

4.1.1 employees of Jagex, Games by Malcs or mod.io or either of their holding or subsidiary companies;

4.1.2 employees of agents or suppliers of Jagex, Games by Malcs, or mod.io or either of their holding or subsidiary companies, who are professionally connected with the competition or its administration;

4.1.3 members of the immediate families or households of paragraphs 4.1.1 and 4.1.2 above;

4.1.4 persons who have not agreed to, or are otherwise in breach of, the mod.io [Terms of Use](#), [Privacy Policy](#) or any other policies reasonably requested by mod.io from time to time; or

4.1.5 persons who have not agreed to, or are otherwise in breach of, the Melvor Idle [End User Licence Agreement](#), [Privacy Policy](#) or any other policies reasonably requested by Jagex or Games by Malcs from time to time.

4.2 If you are based outside of the Competition Jurisdiction, or your jurisdiction has legal or regulatory rules that invalidate these terms or make Jagex’s performance of them impossible, Jagex will not accept your competition entry and you will be deemed to have been automatically disqualified from it.

4.3 In entering the competition, you confirm that you are eligible to do so and eligible to claim any prize you may win. Jagex may require you to provide proof that you are eligible to enter the competition and reserves the right to disqualify any non-eligible Entrant to does not eligible to enter the competition.

4.4 Jagex will not accept competition entries that are:

4.4.1 automatically generated by computer;

4.4.2 completed by third parties or in bulk;

4.4.3 breach of any third party's intellectual property rights;

4.4.4 illegible, have been altered, reconstructed, forged or tampered with;

4.4.5 NSFW content; or

4.4.6 incomplete.

4.5 There is a limit of one entry to the competition per person. Entries on behalf of another person will not be accepted and joint submissions are not allowed.

4.6 Jagex reserves all rights to disqualify you if your conduct is contrary to the spirit or intention of the prize competition.

4.7 Competition entries cannot be returned.

5 THE PRIZE

5.1 The prizes shall be as follows:

Place	Number of Winners	Prize per Winner	Winner Selection Criteria
1 st place	1	USD \$1,000	Most votes on the

		plus lifetime of future Melvor Idle DLC content	mod.io poll as set out in these terms
2 nd place	1	USD \$750 plus lifetime of future Melvor Idle DLC content	Second most votes on the mod.io poll as set out in these terms
3 rd place	1	USD \$500 plus lifetime of future Melvor Idle DLC content	Third most votes on the mod.io poll as set out in these terms
4 th place	1	USD \$450 plus lifetime of future Melvor Idle DLC content	Fourth most votes on the mod.io poll as set out in these terms
5 th place	1	USD \$300 plus lifetime of future Melvor Idle DLC content	Fifth most votes on the mod.io poll as set out in these terms
Runner-up	5	Melvor Idle plus lifetime of future Melvor Idle DLC content	Fifth-tenth most votes on the mod.io poll as set out in these terms

5.2 Jagex reserves the right to replace prizes with an alternative prize of equal or higher value if circumstances beyond Jagex's control makes it necessary to do so.

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5.3 All prizes, including any benefits relating to Melvor Idle are supplied by Games by Malcs.

“know-your-client” or “know your business” checks requested by us; and

5.4 Winners shall be responsible for the following:

5.7.4 Provide bank account details in the requested format in accordance with the timelines set out at clause 7.

5.4.1 completing any required “anti-money-laundering”, “know-your-client” or “know your business” checks requested by us;

5.4.2 bearing the costs of any bank fees, transfer fees or other costs associated with the payment of cash prizes; and

5.4.3 any taxes payable on cash prizes.

5.5 Prizes are subject to availability. Jagex reserves the right to substitute the prize with a cash alternative, or to substitute the prize with a prize of equal or greater value.

5.6 Prizes are not negotiable or transferable.

5.7 We will contact the winner directly. In order to claim the prize, you must provide us with sufficient contact information to provide you with your prize, including bank details, postal address or in-game username. To be eligible to receive any cash prize you must:

5.7.1 Have an eligible bank account that can receive cash payments from our payment provider;

5.7.2 Have parental approval if you are under the age of consent in your country, and be able to demonstrate this approval upon request;

5.7.3 Undergo any required “anti-money-laundering”,

6 WINNERS

6.1 Jagex will contact the winners personally as soon as practicable after the Announcement Date, via mod.io direct message or via the email address found on their mod.io account.

6.2 Jagex must either publish or make available information that indicates that a valid award took place. To comply with this obligation Jagex will publish the usernames of major prize winners and their winning entries on all Melvor Idle social platforms on [14 July] (“**Announcement Date**”).

6.3 In addition to clause 6.2, within one month of the Closing Date of the competition, anyone can request information of the major prize winners by emailing competitions@jagex.com or writing to: Competitions Team, Jagex Limited, 220 Cambridge Science Park, Cambridge, England, CB4 0WA.

6.4 If you are a winner of the competition and object to any information regarding winning entry being published or made available publicly, please contact Jagex by emailing competitions@jagex.com or writing to: Competitions Team, Jagex Limited, 220 Cambridge Science Park, Cambridge, England, CB4 0WA. In such circumstances, Jagex must still provide the information and winning entry to the Advertising Standards Authority on request. Please see our privacy policy for further information regarding this.

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7 CLAIMING THE PRIZE

- 7.1 If you are the winner of a prize, you will have 28 of days from the Announcement Date to claim your prize by following the instructions set out in paragraph 5.7. If you do not claim your prize by this date, your claim to the prize will become invalid.
- 7.2 Prizes may not be claimed by a third party on your behalf.
- 7.3 Jagex will make all reasonable efforts to contact winners. If winners cannot be contacted or are not available or have not claimed their prize within 14 of days of the Announcement Date, Jagex reserves the right to offer the prize to the next eligible Entrant selected from the correct entries that were received before the Closing Date.
- 7.4 Jagex does not accept any responsibility if you are not able to take up the prize.

8 LIMITATION OF LIABILITY

- 8.1 Insofar as is permitted by law, Jagex, its agents or distributors, mod.io and Games by Malcs will not in any circumstances be responsible or liable to compensate the winner or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the prize except where it is caused by the negligence of Jagex, its agents or distributors or that of their employees. Your statutory rights are not affected.

9 OWNERSHIP OF COMPETITION ENTRIES AND INTELLECTUAL PROPERTY RIGHTS

- 9.1 You agree that Jagex, Games by Malcs or mod.io may, but is not required to, make your entry available on any Jagex Website and any other media, whether now known or invented in the future, and in connection with any publicity of the competition. You agree to grant

Jagex a non-exclusive, worldwide, irrevocable licence, for the full period of any intellectual property rights in the competition entry and any accompanying materials, to use, display, publish, transmit, copy, edit, alter, store, re-format and sub-licence the competition entry and any accompanying materials for such purposes.

10 DATA PROTECTION AND PUBLICITY

- 10.1 Jagex will only process your personal information as set out in its privacy policy. See also paragraphs 6.2, 6.3 and 6.4, with regard to the announcement of winners.

11 GENERAL

- 11.1 If there is any reason to believe that there has been a breach of these terms and conditions, Jagex may, at its sole discretion, reserve the right to exclude you from participating in the competition.
- 11.2 Jagex reserves the right to hold void, suspend, cancel, or amend the prize competition where it becomes necessary to do so, including if any law or regulation is inconsistent with these terms or where any law or regulation makes Jagex's performance of these terms impossible, unlawful, illegal or unethical.
- 11.3 These terms and conditions shall be governed by the law of England and Wales, and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.

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