

## COMPETITION TERMS AND CONDITIONS

### Melvor Idle Fan Art Competition September 2023

#MelvorIdleFanArtContest23 and tagging @MelvorIdle; or

#### 1 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**", or "**entrant**") in relation to the competition.

1.2 Please read these terms and conditions carefully, and in particular clauses 6.2, 10.1 and 10.2 regarding how we will handle your personal data in relation to the competition.

1.3 All information detailed on any of Jagex websites (including but not limited to jagex.com, www.runescape.com and www.oldschool.runescape.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.

1.4 Facebook, Twitter, Reddit, Instagram or Discord (or any other social media site) do not endorse or sponsor any competitions hosted by Jagex and we are not affiliated with Facebook or any other social media site in any way.

#### 2 HOW TO ENTER

2.1 In order to enter the competition, you must submit 1 (one) piece of artwork created by you and related to "Melvor Idle", a game developed by Games By Malcs PTY Limited ("**Games by Malcs**") and published by Jagex between the Opening Date and Closing Date by:

2.1.1 sharing a copy of your entry through Twitter using the hashtag

2.1.2 uploading a copy of your entry to Imgur.com or equivalent and comment the URL as a direct reply to the official "Melvor Idle Fan Art Competition 2023" Reddit thread.

2.2 The competition will run from **00:01 BST on 13 September 2023** (the "**Opening Date**") to **23:59 BST on 27 September 2023** (the "**Closing Date**") inclusive.

2.3 All competition entries must be received by Jagex by no later than **23:59 BST** on the Closing Date. All competition entries received by us after the Closing Date (whether or not they were sent before) will be void and will not be entered into this competition.

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 All entries must be accompanied by your name, address, either a telephone number or email address.

2.6 Jagex will not accept:

2.6.1 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

2.6.2 proof of posting or transmission as proof of receipt of entry to the competition.

2.7 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.

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2.8 By submitting your entry, you confirm that you have read and understood these terms and conditions and agree to be bound by them.

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

**3 THE PRIZES**

3.1 The prize descriptions (and number available to be won) are detailed below.

3.2 **First place** - the entrant with the highest score awarded by the judges will receive:

3.2.1 a Melvor Idle “Elite Supporter Role” on Discord, plus all current benefits of that role for the commercial lifetime of Melvor Idle (subject to any changes that may affect Discord which are out of Jagex’s or Games by Malcs’ control);

3.2.2 \$500 USD via either PayPal (cash), or Steam or equivalent game store (voucher); and

3.2.3 a new “Pet” added to Melvor Idle, named and designed by the first place winner (name and design will ultimately be at Games by Malcs’ sole discretion).

3.3 **Second and third place** - the entrants with the second and third highest scores awarded by the judges will receive:

3.3.1 a Melvor Idle “Supporter Role” on Discord, plus all current benefits of that role for the commercial lifetime of Melvor Idle (subject to any changes that may affect Discord that are out of Jagex’s or Games by Malcs’ control); and

3.3.2 \$250 USD via either PayPal (cash), or Steam or equivalent game store (voucher).

3.4 **Fourth, fifth and sixth place** - the entrants with the fourth, fifth and sixth highest scores awarded by the judges will receive:

3.4.1 a Melvor Idle “Supporter Role” on Discord, plus all current benefits of that role for the commercial lifetime of Melvor Idle (subject to any changes that may affect Discord that are out of Jagex’s or Games by Malcs’ control); and

3.4.2 \$150 USD via either PayPal (cash), or Steam or equivalent game store (voucher).

**3.5 Contingency plans for prize winners:**

3.5.1 If a Melvor Idle Discord “Elite Supporter” wins one of the prizes, they will be rewarded a Melvor Idle Discord “Lifetime Supporter” role in addition to any other prizes that they may be due.

3.5.2 If a Melvor Idle Discord “Lifetime Supporter” wins a role, they will receive (in addition to any other prizes that they may be due):

3.5.2.1 an “Octavius” Makeship plushie; or

3.5.2.2 an extra \$30 USD via either PayPal (cash) or Steam or equivalent game store (voucher).

3.6 The prizes are supplied by Games By Malcs PTY Limited of Osborne Park 6017, Western Australia, Australia (“**Supplier**”).

3.7 Prizes are subject to availability. We reserve the right, including where required to by circumstances beyond our control, to substitute the prize with a cash alternative to the approximate value of the prize in question (as solely determined by us), or to substitute the prize with a reasonably equivalent prize or one of greater value.

3.8 The winner is responsible for any costs or expenses involved in claiming or using the prize other than those that are expressly stated above as being included as part of the prize.

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- 3.9 The prizes may be subject to additional terms and conditions imposed by the relevant Supplier (if applicable) or other organisation connected to this competition. suppliers and advertising agencies; or
- 3.10 The prize is not negotiable or transferable. 4.2.3 members of the immediate families or households of paragraphs 4.2.1 and 4.2.2 above.
- 3.11 The prize is for each named winner only and cannot be given or transferred to any other person. 4.3 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 ELIGIBILITY**
- 4.1 To enter this competition, you must be a legal resident 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, Brazil (these regions together the “**Competition Jurisdiction**”) and be aged 18 years or over at the time of entry. 4.4 In entering the competition, you confirm that you are eligible to do so and eligible to claim any prize you may win.
- 4.2 The following persons are not eligible to enter: 4.5 We may ask for proof of age, residence, or eligibility. Delay or failure to provide the evidence to our reasonable satisfaction may result in an entry being void or a prize being forfeited.
- 4.2.1 our employees or workers, or the employees or workers of any our holding or subsidiary companies; 4.6 Our decision as to whether an entrant (or their entry) is eligible for this competition is final and we are not obliged to provide any reasons for disqualification.
- 4.2.2 employees or workers of any organisation involved in the operation or administration of this competition including prize 4.7 Entries will be void if they are:
- 4.2.3 members of the immediate families or households of paragraphs 4.2.1 and 4.2.2 above. 4.7.1 automatically generated by a computer;
- 4.3 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. 4.7.2 completed by third parties or in bulk;
- 4.4 In entering the competition, you confirm that you are eligible to do so and eligible to claim any prize you may win. 4.7.3 illegible, have been altered, reconstructed, forged or tampered with;
- 4.5 We may ask for proof of age, residence, or eligibility. Delay or failure to provide the evidence to our reasonable satisfaction may result in an entry being void or a prize being forfeited. 4.7.4 photocopies and not originals;
- 4.6 Our decision as to whether an entrant (or their entry) is eligible for this competition is final and we are not obliged to provide any reasons for disqualification. 4.7.5 incomplete; or
- 4.7 Entries will be void if they are: 4.7.6 do not comply with these terms and conditions.
- 4.7.1 automatically generated by a computer; 4.8 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.
- 4.7.2 completed by third parties or in bulk;
- 4.7.3 illegible, have been altered, reconstructed, forged or tampered with;
- 4.7.4 photocopies and not originals;
- 4.7.5 incomplete; or
- 4.7.6 do not comply with these terms and conditions.

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

4.10 Competition entries cannot be returned.

## 5 JUDGES

5.1 There will be six winners as detailed at clause 3.

5.2 The winners of this competition will be the entries chosen by a panel of judges (including at least one independent member) as soon as practicable after the Closing Date.

5.3 The judges will select a maximum of 6 entries (1 top prize, 2nd place, 3rd place, 4th place, 5th place, 6th place) which, in their opinion, display the greatest amount of skill and best reflect the theme of the competition.

5.4 The decision of the panel of judges (acting reasonably) will be final and no correspondence or discussion will be entered into.

5.5 A list of names of the judges can be viewed on by emailing competitions@jagex.com or by writing to us at: Competitions Team, 220 Cambridge Science Park, Cambridge, England, CB4 0WA.

## 6 CONTACTING THE WINNER

6.1 We will notify the winner as soon as practicable after the Announcement Date using the contact details provided in the entry. Jagex will not amend any contact information once the competition entry form has been submitted.

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 username of major prize winners (and if applicable, their winning entries) on official Melvor Idle social platforms on **4 October 2023** ("Announcement Date").

6.3 Reasonable efforts will be made to make contact over a period of 4 weeks of the Announcement Date. If it has not been possible to contact the winner in that time,

the prize will be forfeited and awarded to the next eligible entrant.

6.4 Once contacted, the entrant must provide us with sufficient contact information or personal details (which may include your Steam username) to provide you with the prize.

6.5 In addition to clause 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.

## 7 CLAIMING THE PRIZE

7.1 If you are the winner of the prize, you will have 28 days from the Announcement Date to claim the prize by following the instructions set out in paragraph 6.4 If you do not claim the prize by this date, your claim to the prize will become invalid.

7.2 The prize may not be claimed by a third party on your behalf.

7.3 We do not accept any responsibility if you are not able to take up the prize.

7.4 Where the prize is capable of physical delivery, the winner will receive it within 30 days of it being shipped at the address provided by the relevant winner upon request.

7.5 We are not liable for any damage or loss to a prize caused by a third party. If a prize is damaged or fails to be delivered, we have no obligation to provide a replacement prize.

## 8 LIMITATION OF LIABILITY

8.1 Insofar as is permitted by law, Jagex, its agents or distributors 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

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employees. Your statutory rights are not affected.

**9 OWNERSHIP OF COMPETITION ENTRIES AND INTELLECTUAL PROPERTY RIGHTS**

9.1 All competition entries and any accompanying material submitted to Jagex will become the property of Games by Malcs on receipt and will not be returned.

9.2 You confirm that your entry:

9.2.1 is your own original work and does not breach any third party's intellectual property rights (for example, by including a company's trade mark without permission);

9.2.2 is not defamatory, offensive, threatening, discriminatory, distasteful, pornographic or illegal;

9.2.3 can be submitted to us and used without breaching any contractual obligation to any person; and

9.2.4 does not contain anything which may be confidential or commercially sensitive.

9.3 By submitting your competition entry and any accompanying material, you agree to:

9.3.1 subject to the licence at clause 9.4, assign to Games by Malcs all your intellectual property rights with full title guarantee; and;

9.3.2 waive all moral rights, in and to your competition entry and otherwise arising in connection with your entry to which you may now or at any time in the future be entitled under the Copyright, Designs and Patents Act (1988) as amended from time to time and under all similar legislation from time to time in force anywhere in the world.

9.4 You agree that Jagex or Games by Malcs 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.

9.5 If your entry contains photographs or video images of people, you must ensure that you inform them that you intend to use the material for the purposes of this competition and obtain their consent.

9.6 We may ask you for evidence of any such consent and reserve the right to disqualify your entry if you are unable to provide it or if we have doubts about its adequacy.

**10 DATA PROTECTION AND PUBLICITY**

10.1 We will use your personal information only in accordance with these terms and conditions and our privacy policy. See also 6.2, with regard to the announcement of winners.

10.2 Entrants who do not want their username included on the list of winners referred to in clause 6.2 being published or made available, you must notify us within a reasonable period of time before the Closing Date of this competition 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.

10.3 The winner of this competition may be asked to participate in publicity.

**11 COMPLAINTS AND DISPUTES**

11.1 If you want to contact us about this competition or have a complaint, you can reach us by emailing competitions@jagex.com or by writing to us

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at: Competitions Team, 220 Cambridge Science Park, Cambridge, England, CB4 0WA.

- 11.2 The laws of England and Wales apply to these terms and conditions, although if you are a resident elsewhere you will retain the benefit of any mandatory protections given to you by the law of that country.
- 11.3 Any disputes will be subject to the non-exclusive jurisdiction of the courts of England and Wales.

## 12 ACCESSIBILITY

- 13.1 If you have any difficulty accessing or entering this competition, please contact us at [competitions@jagex.com](mailto:competitions@jagex.com) or by writing to us at: Competitions Team, 220 Cambridge Science Park, Cambridge, England, CB4 0WA.

## 13 GENERAL

- 13.1 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.
- 13.2 Jagex reserves the right to hold void, suspend, cancel, or amend the prize competition where it becomes necessary to do so, including:
  - 13.2.1 for reasons outside of its control, 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; or
  - 13.2.2 where any other unforeseen or unexpected event that cannot be reasonably anticipated or controlled, affects the fairness and/or integrity of the Competition (including, without limitation, in the case of anticipated, suspected or actual fraud, cheating, any computer virus, bug, or any catastrophic event).

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