

Closed Beta Testing Terms and Conditions

“Closed Beta Participation”

2023 Official Terms and Conditions

By completing the Closed Beta Testing registration, you agree to these terms of use. **If you do not agree to the terms you cannot participate in the beta testing;** please do not register.

1. **CONTENT:** All graphics, text, user interfaces, trademarks, logo, artwork, sounds, music, and computer code (“CONTENT”), including but not limited to design, structure, selection, coordination, expression, style, feel, tone, and arrangement of CONTENT in the game is owned, controlled, or licensed by Idea Factory International, Inc., and is protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws.

No part of the CONTENT may be copied, reproduced, republished, uploaded, posted, publicly displayed, translated, transmitted or distributed in any way.

Electronic mail, Electronic mail addresses, data sheets, knowledge, surveys, documents, news, private messages, conversations made available to you during the Closed Beta Testing period is strictly confidential.

2. **ELIGIBILITY:** Closed Beta Testing is open to everyone who is 18 years of age or older, have internet access, have a working PC (Windows 8 or higher) with internet, and who are registered on Steam. Subject to all applicable federal, state, and local laws; participation in the beta testing is void where prohibited by law. Closed Beta Testing is a non-paid product testing participation.

PRESS/MEDIA: Individuals who are working with/for, or are members of the press/media are eligible to enter. However, no reviews of the game’s Beta version are allowed.

Releasing screenshots, video footage, and/or live streaming of Beta content is expressly forbidden.

3. **DATES OF ENTRY:** Registration for each Closed Beta Testing will continue until all beta keys have been claimed or distributed. Idea Factory International, Inc., reserves the right to close entries temporarily or permanently at any given time. Only one entry per person is allowed. Any attempt to obtain more than the allowable entries by using multiple e-mail addresses identities or any other methods will void all that participant’s entries.
4. **ACCESS TO STEAM BETA KEYS:** Beta keys are limited and will be sent to select entrants. Participants who are granted access will be notified by email.

Beta testers who receive a beta key will need to sign into their Steam account to download the game through the Steam app.

5. BETA TESTING PERIOD: Beta testing period will typically take place over the specified time frame on our website.

Participants agree that once they are selected as Beta testers, he or she will download the beta during the beta testing period and will follow the test instructions provided by Idea Factory International, Inc.

During the Closed Beta Testing, participants may receive emails or messages from Idea Factory International, Inc. regarding the beta testing or reported issues and are expected to respond in a timely manner.

6. USER SUBMISSIONS, FEEDBACK: Participants acknowledge that any suggestions, ideas, or feedbacks from the beta will become the property of Idea Factory International Inc.
7. GENERAL CONDITIONS: By participating in Closed Beta Testing, participants agree: (a) to be bound by these Terms and Conditions; (b) to release and hold harmless Idea Factory International, Inc. and their respective agents from any and all claims, demands, damages, losses, liabilities, costs or expenses caused by, arising out of, or related to their participation in the Closed Beta Testing and/or their participation in any Beta-related activities (including, without limitation, any property loss, damage, personal injury or death caused to any person(s)); and (c) to be contacted by Idea Factory International, Inc. via e-mail. Idea Factory International Inc. reserves the right to make changes or additions to these Terms and Conditions and/or extend the dates of this Beta Registration Period or Closed Beta Testing Period for any reason at any time. Idea Factory International, Inc.'s failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision.
8. DISCLAIMER: If for any reason the Closed Beta game is not capable of running as planned, including infection due to computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure, human error or any other causes beyond the control of Sponsor that corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Closed Beta Testing, Idea Factory International Inc. reserves the right to disqualify any individual it finds who tampers with the entry process, operation of Idea Factory International Inc., and to cancel, terminate, modify, or suspend Beta Testing without notice. Idea Factory International Inc. assumes no responsibility for any error, omission, interruption, deletion, defect or delay in operation or transmission, communications line failure, problems or technical malfunctions of any computer online systems, servers, or providers, computer equipment, controllers, software, failure of any e-mail or Entry to be received by Idea Factory International Inc. on account of human error, technical problems or traffic congestion on the Internet or at any Web site, theft or destruction, or unauthorized access to, or tampering with or hacking of Website, any

combination thereof, or otherwise, including any injury or damage to any entrant's or any other person's computer related to or resulting from participation in the Closed Beta Testing.

9. **PRIVACY:** All personal information collected through the Closed Beta Testing Registration by Idea Factory International, Inc. will only be used for administration of each Closed Beta Testing period.

10. **DISPUTES:** Each entrant agrees that (1) any and all disputes, claims, and causes of action arising out of or in connection with this Closed Beta Testing shall be resolved individually, without resorting to any form of class action, and any judicial proceeding shall take place in a federal or state court in Los Angeles County, California; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Closed Beta Testing, but in no event attorney's fees and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental, and consequential damages, and any other damages, other than for actual out of pocket expenses, and any and all rights to have damages multiplied or otherwise increased. Thank you for reading the terms thus far. Please include "darkling" in your application to increase your chances of being selected for the beta. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, or the rights and obligations of entrant and the Sponsor in connection with this Closed Steam Beta Testing shall be governed by, and construed in accordance with the laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of California or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than those of the State of California.