

# BattleBlock Theater Steam Beta Testing Terms and Conditions

“BATTLEBLOCK THEATER STEAM CLOSED BETA PARTICIPATION”  
2014 OFFICIAL TERMS AND CONDITIONS

**UPON THE COMPLETION OF REGISTRATION FOR THE BATTLEBLOCK THEATER STEAM CLOSED BETA TESTING, YOU AGREE TO THESE TERMS OF USE; IF YOU DO NOT AGREE, DO NOT REGISTER FOR THE BETA.**

1. **CONTENT:** All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code (collectively, “Content”), including but not limited to the design, structure, selection, coordination, expression, “look and feel” and arrangement of such Content, contained on The Behemoth Websites and in the game BattleBlock Theater, is owned, controlled or licensed by or to The Behemoth, and is protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws.

Except as expressly provided in these Terms and Conditions, no part of the Websites and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including “mirroring”) to any other computer, server, website or other medium for publication or distribution or for any commercial enterprise, without The Behemoth’s express prior written consent.

The Behemoth products and services (such as data sheets, knowledge base articles, surveys, documents, electronic mail/news and private Beta Discussion forums) purposely made available to you by The Behemoth during the BattleBlock Theater Steam Beta Testing period is strictly confidential.

2. **SPONSOR:** The Behemoth, 1010 University Avenue #1880, San Diego, California 92103, USA. “Sponsor and its agents” shall mean The Behemoth, its advertising/promotional and/or fulfillment agencies and its respective affiliates, subsidiaries and their respective employees, officers, directors and agents.

3. **ELIGIBILITY:** This BattleBlock Theater Steam Beta is (1) open to everyone who is 13 years of age or older, have Internet access, have a working PC with internet, and who are registered on Steam; (2) subject to all applicable federal, state and local laws; (3) Participation in the Beta is void where prohibited by law. Entrants who are not of the age of majority in their state or country must have their parents’ or legal guardians’ consent to participate in the BattleBlock Theater Steam Beta Testing.

**PRESS:** Individuals who are working with or for or are members of the press are eligible to enter. **No reviews of the BattleBlock Theater Steam Beta are allowed for press and non-press alike.**

4. **DATES OF ENTRY:** Registration for the BattleBlock Theater Steam Beta Testing begins on **March 03, 2014** and will continue until all beta keys have been claimed or distributed. Sponsor reserves the right to close entries temporarily or permanently if all BattleBlock Theater Steam Beta keys are assigned prior to the conclusion of the Beta Registration Period. Only one Entry per person is allowed during the Beta Registration Period. Any attempt by a participant to obtain more than the allowable entries by using multiple/different e-mail addresses, identities or any other methods will void all of that participant’s entries. Entrant may only register for him or herself, or the parent or guardian of the entrant must register with the individual if the entrant is under the age of 18.

5. HOW TO ENTER: Visit <http://www.thebehemoth.com/beta>, read all the Terms & Conditions, make sure you qualify the prerequisites and complete the BattleBlock Theater Steam Beta Tester Registration form at the bottom of the Beta landing page. Sponsor reserves the right to modify the scheduling of the Beta Registration Period and Beta Testing Period without prior notification. Use of computer programs, macro, programmed, robotic, automatic and other similar means to enter the BattleBlock Theater Steam Beta Tester Registration is prohibited and may result in the disqualification of the entrant. In the event of a dispute regarding the identity of the person submitting an Entry, the Entry will be deemed to be submitted by the person in whose name the e-mail account is registered on the date the Entry is submitted. All Entries become the sole property of the Sponsor and will not be acknowledged or returned.

6. ACCOUNTS, PASSWORDS AND SECURITY: Certain features or services offered on or through our Steam Community hub and Beta may require you to list your Steam Account publicly so that you are able to post your impressions of the Beta. You are entirely responsible for maintaining the confidentiality of your account information, including your password, and for any and all activity that occurs under your account.

You agree to notify The Behemoth or Steam immediately of any unauthorized use of your account or password, or any other breach of security. However, you may be held liable for losses incurred by The Behemoth or any other user of or visitor to the Steam Community hub or Beta due to someone else using your Steam ID, password or account.

You may not use anyone else's Steam ID, password or account at any time without the express permission and consent of the holder of that Steam ID, password or account. The Behemoth cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.

7. ACCESS TO BATTLEBLOCK THEATER STEAM BETA: BattleBlock Theater Beta keys are limited, and will be sent to selected entrants. Entrants who are granted access to BattleBlock Theater Steam Beta will be notified by the email address provided at sign up and will be considered official Beta Testers.

Beta Testers who receive a beta key via email will need to sign in to their Steam account that he or she registered with and download the Beta through the Steam app.

**PARTICIPANTS WILL NOT BE REMUNERATED IN ANY WAY FOR PARTICIPATING IN THE BETA.**

8. BETA TESTING PERIOD: The Beta Testing Period will take place from 10:00:01AM PST March 24, 2014 to 10:00:01AM PST March 31, 2014.

Entrants agree that once they are selected as Beta Testers, he or she will download the Beta on the first day of the Beta Testing Period, March 24, 2014, and will follow the BattleBlock Theater Steam Beta Test Task List and any additional instructions provided in the private Beta Testing Forums (Discussions) on the official BattleBlock Theater Steam Community Hub.

During the Beta Testing Period, Beta Testers may receive multiple emails from The Behemoth regarding Beta Testing and are expected to read the emails fully within 24 hours.

Beta Testers will also receive daily surveys during the Beta Testing Period and are required to submit survey responses after completing all the tasks on the BattleBlock Theater Steam Beta Test Task List and before the end of the Beta Testing Period.

If Beta Testers should at any point during the Beta Testing Period find or experience an issue within the game, BattleBlock Theater, he or she must report the issue on the private Beta Testing Forums (Discussions) on the official BattleBlock Theater Steam Community Hub by logging in on his or her Steam account listed in the registration form.

9. YOUR USER SUBMISSIONS, FEEDBACK AND CONDUCT: Participants acknowledge that any suggestions, ideas or feedback from the Beta will become the property of the Behemoth. Please do not send us any game ideas or designs for games you have created. Likewise don't post your game ideas on our forum or our Steam Community Hub. The purpose of the Beta is to test the current build of the software, not to redesign the game. Participants will not be remunerated in any way for any ideas, suggestions, posts, feedback, or participation in the Beta. Participants who are deemed to be harassing or make offensive comments on our forums or Steam Community Hub will be removed from the Beta and have their Beta privileges revoked.

10. GENERAL CONDITIONS: By participating in this BattleBlock Theater Steam Beta, participants agree: (a) to be bound by these Terms and Conditions; (b) to release and hold harmless Sponsor and the BattleBlock Theater Steam Beta Testing Entities 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 BattleBlock Theater Steam 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 Sponsor via e-mail. Sponsor reserves the right to make changes or additions to these Terms and Conditions and/or extend the dates of this Beta Registration Period or Beta Testing Period for any reason at any time. Sponsor's failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision.

11. DISCLAIMER: If for any reason the BattleBlock Theater Beta Testing 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 BattleBlock Theater Steam Beta Testing, Sponsor reserves the right to disqualify any individual it finds who tampers with the entry process, operation of the BattleBlock Theater and The Behemoth Web site ("Web sites"), and to cancel, terminate, modify, or suspend the BattleBlock Theater Steam Beta Testing without notice. Sponsor 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 Sponsor 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 BattleBlock Theater Steam Beta Testing.

12. PRIVACY: All personal information collected through the Beta Testing Registration by Sponsor will be used for administration of the BattleBlock Theater Steam Beta Testing only. Any questions regarding privacy matters should be directed to Sponsor by sending an email to [support @ thebehemoth.com]. Please refer to Sponsor's privacy policy and the Steam website privacy policy for important information regarding the collection, use, and disclosure of personal information by Sponsor.

## **Steam Community Hub**

Beta participants will have access to the official BattleBlock Theater Steam Beta Discussion forums on the Steam Community, however, this will only become available once the Beta has been downloaded. Once the Beta participant has access to the Beta, he or she will be able to see the private Discussion sections. It is the Beta participants responsibility to check his or her own privacy settings within Steam.

## **Contests, Sweepstakes, Testing Opportunities, and Promotions**

To participate in some of our contests, sweepstakes, surveys, testing opportunities (such as playtesting or beta testing), or other promotions, you may be asked to provide additional personal information such as your mailing address. In each such case, no new personal information will be collected from you without your consent. This information may be collected by The Behemoth or by third parties such as co-sponsors or vendors for the promotion.

Our use of any such information will be governed by this Privacy Policy. The names of third parties such as co-sponsors (other than vendors hired by The Behemoth to conduct, administer, and execute a promotion on behalf of The Behemoth) will be disclosed to you when you are asked to sign up for the promotion. You should review such third parties' privacy policies to see how they may use any information that they collect.

## **External Links**

This site contains links to other sites. The Behemoth is not responsible for the privacy practices or the content of such Websites.

## **Public Forums**

Our official website makes forums, message boards, and/or personal messenger available to its users. Please remember that any information that is disclosed in these areas becomes public information and you should exercise caution when deciding to disclose your personal information.

13. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY ALTER OR DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATIONS OF THE BATTLEBLOCK THEATER STEAM BETA TESTING MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

14. DISPUTES: Each entrant agrees that (1) any and all disputes, claims, and causes of action arising out of or in connection with this BattleBlock Theater Steam Beta Testing shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court in San Diego 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 BattleBlock Theater Steam Beta Testing, but in no event attorneys 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. 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 BattleBlock Theater 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.