



“Gaming Innovation Program” by AXA Next

// RULES OF THE PROGRAM //

Program description

Context

The AXA Group is a leading international insurance and financial services group present in 64 countries, with 165,000 employees and distributors committed to serving 107 million clients, and providing a full range of insurance products (including motor insurance, health, personal liability, etc.) and assistance services. Faithful to the original ambition that led it to become the world’s number two insurance brand, the AXA Group is committed to creating value while earning the confidence of its customers every day through innovation and engagement with the world.

Operating under the leadership of AXA’s Chief Innovation Officer, **AXA Next** is the AXA Group Innovation unit, which **designs and implements new services and business models beyond insurance**, to help the AXA Group seize sustainable growth opportunities. AXA Next focuses on 4 core strategic areas: Health, Platform Businesses, New Mobility and SME/ Business Continuity.

Within this Innovation ecosystem, a team is exploring the opportunities for AXA in the gaming industry. It is developing a **trading platform for gaming virtual assets**, enabling gamers to get more liquidity from their in-game purchases (the “**Trading Platform**”).

Objectives of the Program

The “**Gaming Innovation Program**” (the “**Program**”) is an **open innovation program** launched by AXA Next SAS (“**AXA Next**” or “**us**”) in the framework of its Trading Platform project. It targets **small and middle game developers or publishers** distributing their game(s) in France. Its purpose is to **onboard actors of industry on the design and release of this new service**.

You will find all relevant information, including key dates to remember, in the rules of the Program set forth herein (the “**Rules**”).

Benefits for selected Participants

Selected game developers and publishers will have the opportunity to collaborate with AXA Next in the context of the Trading Platform project as follows:

- **Be a true partner of AXA Next in the building of a game changer solution for gamers:**
 - As selected members of the Program, you will be at the core of the design phase of the Trading Platform, participating to monthly workshops to help us prioritize features of the Minimum Viable Product and later versions of the Trading Platform. You will help designing new services that aim at enhancing your gamers' experience and value for money.
 - Your game will potentially be amongst the first ones to benefit from an early integration on the Trading Platform once it is live.
- **Get a financial support for your costs related to the building of the Trading Platform**
 - We will compensate you for the **time spent on the Program**. The amount of this compensation will be directly linked to your active participation to the workshops (eg number and profile of participants from your company) and the number of workshops you participate in. Its payment will be done at key milestones of the delivery of the Trading Platform (eg: release of the MVP)
 - We will cover your **Travel & Expenses** (accommodation for people living outside Paris, lunches) incurred when participating physically at our request to our workshops in Paris (frequency, duration, list of participants and travel arrangements for each workshop will be further communicated to the selected candidates)
 - Should you be part of the first partners integrated into the Trading Platform, we would also take in charge other **integration-related costs** of your game into the Trading Platform (eg. economist consultants, legal costs, etc.) which scope and amount will be further determined with us to adapt to your specific needs
- **Benefit from exclusive coaching sessions** delivered by experts from our network (within or outside AXA):
 - The agenda of these sessions will be determined depending on the needs you will express to us during the call for candidates process (on the online application form and during the discussion with the Jury for those pre-selected)
 - Examples of potential topics for these sessions: How to raise funds? How to build a GDPR-compliant game? How to optimize my monetization model? How to properly insure my business and employees?
- **Benefit from the communication coverage (press release, social networks posts, events, etc.) that AXA Next will drive around the Program and the Trading Platform**, helping you being even more attractive for investors and known amongst your target audience

Here's how it works

[1/ Online application submission](#)

a/ Timing / deadlines

- Launch of the call for candidates: **January 2nd, 2020**
- Submission deadline: **January 30th, 2020 (23h59 CET time zone)**

b/ Process

- Any company (to the exclusion of natural persons) which develops or publishes a game distributed (or intended to be distributed) in France is eligible. If you are interested in taking part in the Program on behalf of such a company, you just have to click on the [Submit my application](#) button on the Program's landing page (the "**Participant**")
- The Participant will be redirected to an application submission form (managed by our partner *Qualtrics*). The Participant will be then asked to answer a few questions on the company's profile and to upload a few documents to qualify as detailed in the form. The full process is free of charge (no fee required to submit an application)
- Please submit one application per game. Should you wish to include several games in the Program, you may fill in one application per additional game
- Submitting the application form implies express and unconditional acceptance of these Rules in their entirety by each Participant.

[2/ Process, Jury presentation & final selection](#)

a/ Timing / deadlines / Process

- 1st round selection process by the AXA Next Gaming team and announcement to selected candidates (the "**Shortlisted Candidates**"): **February 3rd-5th, 2020**
- 2nd round Jury selection process: **February 6th, 2020**. The Shortlisted Candidates will be asked to present their case in front of the Jury remotely (10min presentation and 20min Q&A)
- Announcement to the Shortlisted Candidate(s) selected by the Jury (the "**Finalist(s)**"): notification by email **on February 7th, 2020**

b/ Eligibility and selection criteria

Eligibility

Only application forms which are complete (including requested documents to be uploaded), meet all of the conditions herein and, more generally, which comply with the Rules will be taken into consideration by AXA Next and included in the selection process.

Amongst the key eligibility conditions to remain in the 1st round selection process are the requirements that:

- You represent a company acting as developer or publisher of an online game ("An online game is a video game that is either partially or primarily played through the Internet" referred as the "**Game**");
- The Game allows in-game purchases of virtual assets;
- The Game is distributed (or intended to be distributed) in France and more widely across Europe.

The Participants shall authorize AXA Next to conduct any necessary checks regarding their identity and track record. Any false statements shall automatically result in the Participant's disqualification.

Selection criteria for 1st round selection

The Shortlisted Candidates will be selected by the AXA Next Gaming team based on the eligibility criteria listed above and its evaluation on the ability of the Game to integrate the first version and features of the Trading Platform meant to be launched shortly after the Program.

Selection criteria for 2nd round Jury Selection (20 points)

- **Jury's evaluation of your economic robustness or capacity to deliver a successful Game (10 points / 50%)**
 - Examples of indicators (that may depend on your situation): is your Game already launched? Have you already successfully launched a game in the past? Do you have an appropriate team profile & background to succeed? Have you robust financing sources and levels? What is your number of (target) active users or beta testers? What revenues do you generate or expect to generate?
- **Jury's evaluation of the fit between your Game's strategy and our Trading Platform (8 points / 40%)**
 - Prerequisite: sell or plan to sell items in-game
 - Examples of indicators: willingness to enable trading of these items; fit with the product roadmap of the Trading Platform; willingness to dedicate time/resources to the Program
 - Bonus: UGC strategy in the short or middle term
- **Diversity in profiles amongst candidates (2 points / 10%)**
 - Examples of indicators: diversity in size, types of asset traded (skins, cards, etc.), regular vs. crypto/NFTs-based games

c/ Members of the selection jury the ("Jury"):

- The Jury will gather a mix of AXA representatives and external players from the gaming industry:
 - AXA representatives:
 - Core Member of the AXA Next Trading Platform team
 - Ori COHEN (AXA Next CTO, ex-startuper (in mobile social gaming in particular)
 - Frank DESVIGNES (Director of AXA Next Labs, Trading Platform's business sponsor)
 - Samer TALEB (AXA Next CFO)
 - External:
 - Romain AEBERHARDT (Director at VELTYS, Economist consultancy company) / An economist expert
 - Arnaud CARETTE (Partner at SOUFFL, Design & Innovation agency, ex-Ubisoft and game producer)
 - An indie game producer
- All Jury members are subject to strict confidentiality obligations and will agree before receiving any information or document not to disclose publicly any confidential information shared by the Participants during the submission and selection processes through a Non Disclosure Agreement.

3. Start of the Program

- Prerequisite: signature of a partnership agreement between the Finalist and AXA Next setting forth the terms and conditions under which the parties will collaborate during the Program and the allocation of the intellectual property rights deriving from such collaboration (the "**Partnership Agreement**")

- After signature of the Partnership Agreement, the Program is expected to enter into place as soon as possible in **February 2020**.
- Monthly/ Twice-monthly workshops will then be organized in Paris. The exact agenda and timing will be further detailed and confirmed, but is currently intended to follow the below timetable:
 - Workshop #1 (February 2020 / 1 full day): feedback on your product vision, your business requirements, on the MVP, on the API documentation, on UX screens, etc.
 - Workshop #2 (March 2020 / 1 full day): solution testing (alpha mode + UGC focus)
 - Workshop #3 (April 2020 / 1 full day): focus on integration
 - Etc.
- The agenda of the **exclusive coaching sessions** will also be shared asap in February 2020 so that you can register in accordance with your needs.
- It is currently contemplated that the first edition of the Program will end in June 2020.

General Terms

Confidentiality

AXA Next may disclose to the Participants certain proprietary and confidential information in connection with the Program and the Trading Platform (the “**Confidential Information**”). The Participants shall keep the Confidential Information strictly confidential and agree not to use any Confidential Information for any purpose except to evaluate and engage in discussions concerning the Program and the Trading Platform.

No Participant shall make any announcement regarding the Program and the Trading Platform without the prior written consent of AXA Next including as to form, content and timing.

Respecting the rights of third parties

Each Participant shall comply with the legal and regulatory provisions in force, including in relation to intellectual property rights.

All the elements of the Program and Trading Platform are the exclusive property of the AXA Group or are licensed to the AXA Group, and the AXA Group is the sole authorized user of such elements. Any complete or partial reproduction, representation or other use of the elements of the Program and Trading Platform by a Participant, by any process and on any support, as well as their modification, is prohibited, with the exception of prior and written authorization of AXA Next.

Each Participant and its company also represent and warrant the following:

- i. It is the owner of the Game submitted to the Program or has obtained from the owner or other third party all rights required to apply to the Program in relation to such Game;
- ii. The Games submitted to the Program in no way constitute infringement of the intellectual property rights of third parties, infringement of the image rights of third parties, infringement of the rights of individuals and their right to privacy, violation of public order, obscene or offensive material, or infringement of any other rights of third parties (such as unfair competition or illegal parasitism);

- iii. It shall defend, indemnify and hold AXA Next and the AXA Group harmless against any claims, actions, costs and proceedings whatsoever by any third party grounded on the Game presented to the Program;
- iv. The Participant is not subject to any obligation or limitation regarding the Game and/or the creations that may result therefrom, which could limit its participation to the Program;
- v. AXA Next shall enjoy free and quiet use of the Program and its results.

The Participant shall provide evidence thereof upon request. AXA Next shall under no circumstances be held liable for the violation of any of the above-mentioned rights.

AXA Next reserves the right to conduct any necessary checks and, where applicable, reject any submissions which are found not to comply with these Rules.

AXA Next is sole responsible and allowed to communicate in relation to the Program. Should you wish to communicate yourself on the Program or your selection to the Program, please first contact gaming@axa.com for prior written approval on such communication.

Privacy Policy

For any further information concerning the processing of Personal Data realized in the context of the Program, please refer to the Privacy Policy.

Amendments to the Rules

AXA Next reserves the right to postpone, extend, shorten or amend the Program and its Rules, at any time, in whole or in part, where circumstances require it to do so, without having to justify any such decisions and without being held liable in any way whatsoever.

Exceptional circumstances

AXA Next shall not be held liable should the Program be interrupted in the event of force majeure. Cases of force majeure shall be those generally recognized by the case law of the French courts.

AXA Next reserves the right to cancel the Program at any time, where circumstances require it to do so, without having to justify any such decision and without resulting in the Participants in the Program being able to bring any claims against it whatsoever.

Applicable law and jurisdiction

The Rules will be governed by and interpreted in accordance with the laws of France. The competent Court of Paris shall have exclusive jurisdiction to decide all disputes relating to the Rules, notwithstanding any plurality of defendants or claims for guarantee, even for emergency seizure proceedings, interim proceedings or ex-parte injunctions requests.