

GCL SUPERFANS CONTEST - TERMS AND CONDITIONS

1. THE CONTEST

- (i) These terms and conditions (“**Terms**”) govern your participation in the GCL SuperFans Contest (“**Contest**”). Tech Mahindra Global Chess League AG (“**TMGCL**”) is the owner and operator of the Global Chess League (“**League**”). TMGCL, through its affiliates (“**Affiliates**”), is organizing the Contest (collectively, the “**Organizer**”). The Contest is offered through the League’s official Instagram ([@officialglobalchessleague](#)), X (@GCLlive), Facebook (Tech Mahindra Global Chess League), and LinkedIn (Tech Mahindra Global Chess League) accounts (collectively the “**Accounts**”) for the purpose of promoting the fourth edition of the League.
- (ii) For the purpose of these Terms, “you” and “your” shall mean any individual who wishes to participate in the Contest.
- (iii) To participate in the Contest, you shall mandatorily follow all the Accounts. Once you have followed the Accounts, you shall be required to complete the prescribed engagement activities, which include liking, commenting, tagging, sharing, resharing, and saving designated Contest posts on the Accounts (“**Content**”) while incorporating the specified Contest tags in accordance with guidelines notified by the Organizer in the Content. Additional requirements include submitting original fan-generated content as detailed in the specifications provided within the Content (“**Submission(s)**”). In the event of multiple Submissions, only the first of the Submissions submitted by you within the Contest window shall be considered as your entry for the purpose of the Contest. Any subsequent submissions will be disregarded.
- (iv) By submitting your Submission to the Accounts, you unconditionally and unequivocally accept these Terms.
- (v) The Contest is a digital program and shall be conducted exclusively through social media platforms and/or app-based based platforms, as the Organizer may notify from time to time. No physical or offline mode of participation shall be available for the Contest.
- (vi) Neither participation in the Contest nor the winning of any reward under the Contest entitles any Participant to venue access, event entry, tickets, player interactions, or any other on-ground experience in relation to the League, and participation in the Contest shall not be construed as an invitation to attend the League, unless expressly stated otherwise by the Organizer.

2. SUBMISSION GUIDELINES

- (i) Any individual who is eighteen (18) years of age or older and residing in jurisdictions where

contests of this nature are legally permitted may participate in the Contest (“**Participant**”). This Contest shall be deemed to be void in such territories where it is prohibited or restricted, by applicable law. By entering the Contest, each Participant represents and warrants that they have verified the legality of entering the Contest in their jurisdiction of residence and assume full responsibility for compliance with all applicable local laws of their respective jurisdiction.

- (ii) Employees, agents, and direct affiliates of TMGCL, Affiliates, the League and the League’s sponsors and partners are not eligible to participate in the Contest.
- (iii) No participation by proxy will be allowed.
- (iv) It is clarified that for a valid entry into the Contest, the Submission must be sent by the Participant from the Participant’s own social media account and not from a social media account associated with a third party. The creation or use of duplicate accounts, fake profiles, or any fraudulent means to circumvent this limitation shall result in immediate disqualification from the Contest.
- (v) Participants shall not access, store, distribute, or transmit any material through the Accounts in connection with this Contest that is unlawful, harmful, threatening, defamatory, obscene, infringing of TMGCL, its Affiliates, and/or any third-party rights, harassing, racially or ethnically offensive, facilitates illegal activity, depicts sexually explicit images, promotes unlawful violence, is discriminatory based on race, caste, gender, colour, religious belief, sexual orientation, or disability, or is otherwise illegal or causes damage or injury to any person or property.
- (vi) Submissions generated or manipulated through the usage of bots, automated systems, artificial engagement, or other unethical means are strictly prohibited and shall result in immediate disqualification.
- (vii) The Organizer reserves the right to request additional proof of identity and age, eligibility documentation, or verification materials from any Participant for their Submissions at any stage of the Contest. Failure to provide requested verification within the specified timeframe may result in disqualification.

3. REWARD

- (i) Selection of the top Participants of the Contest (“**SuperFans**”) shall be determined in the manner provided in Clause 4(ii) below.
- (ii) The determination of the SuperFans shall be made based upon Organizer’s evaluation of the quality of Participant’s engagement, consistency of participation across Accounts, and the measurable impact of the engagement generated through the comment, story reshare, repost,

remixes and any other social channel feature being used. The Organizer's assessment criteria shall include, but not be limited to, creativity of submissions, frequency of meaningful interactions, adherence to Contest guidelines and these Terms and overall contribution to the promotion of the League.

- (iii) SuperFans shall be eligible to win merchandise and/or such other rewards as may be determined by the Organizer in its sole discretion ("**Reward(s)**"). Such Reward(s) may, where the Organizer expressly states so in respect of a specific Contest, include tickets to the League, a sponsored trip to the League, and/or backstage access to the venue of the League (collectively, "**Passes**"). It is clarified that, where any Reward includes a Pass, the following shall be excluded from such Reward, and any costs in relation to the following shall solely be borne by the Winners (as defined herein): (a) visa and immigration expenses; (b) inter-city, inter-state, and international travel, accommodation, and on-ground transportation including without limitation commute to the airport; (c) personal expenses and incidental expenses in relation to the Reward including meals and any activities outside the official itinerary as determined by the Organizer.
- (iv) Each SuperFan will be required to complete such steps as reasonably required by the Organizer to validate his/her victory and win the Rewards. The top SuperFans as determined by the Organizer shall be shortlisted for the Reward(s) ("**Winners**") after seven (7) days of completion of the Contest. Information pertaining to the process, and (where applicable) the location, venue and time, for collection or dispatch of the Reward(s) shall be intimated to the Winners on the Account used by him/her to provide the Submission.
- (v) All Rewards, other than any Passes, may take up to ninety (90) days from the date of official Winner announcement, to be dispatched. Passes, where applicable, shall be distributed in accordance with the specific timeline and requirements as communicated separately to Winners as determined by the Organizer.
- (vi) The Organizer reserves the right to substitute any Reward with another without providing any notice.
- (vii) The Winners may be required to submit a video testimonial ("**Testimonial**"), as requested by the Organizer, at no additional cost or charge to TMGCL.

4. **LEGAL**

- (i) **Intellectual Property:** By submitting any content to the Accounts or otherwise to the Organizer, you agree to grant the Organizer, a royalty-free, world-wide, irrevocable, non-exclusive, perpetual and assignable right to use, copy, reproduce, modify, adapt, edit, translate, create derivative works from, transmit, and share your content and to use such content. Such

content may include, without limitation, your name, username, location, Submissions, the Testimonial etc. You represent and warrant that for any content generated by you: (i) you own or have obtained all necessary rights, licenses, and permissions (if applicable); (ii) it shall not infringe any third-party intellectual property rights and (iii) you have full legal authority to grant the rights to the Organizer herein. You further agree and acknowledge that the Organizer has the right to use, in any manner whatsoever, all communication or feedback provided by you. The eligible Winners and/or SuperFans must, at the request of the Organizer, participate in all promotional activity (such as publicity, digital/physical appearances, interviews, live streams and photography) surrounding the winning of the Reward(s), free of charge, and they consent to the Organizer using their name, likeness and image in all promotional materials undertaken by the Organizer.

- (ii) **Indemnification:** You hereby agree to indemnify, defend and hold harmless TMGCL and its Affiliates from and against all liability and costs incurred in connection with any claims arising out of or relating to your participation in the Contest, including but not limited to any breach of obligations, representations or warranties in these Terms, or any claim arising out of any breach of a third party's rights of any nature by you/attributable to you.
- (iii) **Waiver:** Your participation in the Contest is at your own risk and strictly in accordance with these Terms. The Organizer bears no responsibility for any loss or damage incurred as a result of your participation in the Contest, and you waive any claims against the Organizer in relation thereto.
- (iv) **Breach of Terms:** Any breach of these Terms will automatically void your participation in the Contest. If a breach of any of these Terms set forth herein is discovered after the delivery of the Reward(s), then the Organizer has the right to require the return of such Reward(s) provided to you/require the refund of the value of the Reward(s) provided to you (at the Organizer's discretion), and you agree to, return such Reward(s)/refund the value of the Reward(s) (as required by the Organizer).
- (v) **Disclaimer: You acknowledge and agree that:**
 - (a) The Organizer shall neither be liable nor responsible for any actions or inactions of any third party and hereby expressly disclaims any and all responsibility and liability in that regard.
 - (b) The Organizer shall not be liable or responsible for any individual's failure to comply with applicable jurisdictional restrictions on the Contest, any legal consequences resulting from unauthorized participation in restricted territories and/or any claims, damages, or penalties arising from such unauthorised individuals' non-compliance with

local laws and regulations.

- (c) The Organizer shall neither be liable nor responsible for any damage, loss, injury or disappointment suffered by any Participant as a result of entering the Contest or accepting the Reward(s) or any injury or damage to the Participant's or any other person's personal property including but not limited to a computer or mobile phone relating to or resulting from participation in the Contest.
 - (d) The Contest is not sponsored, endorsed, administered by, or associated with Instagram, X, Meta, LinkedIn, or any other social media platforms and the Organizer has not made any representations and claims in any manner to you regarding the association of such platforms with the Contest.
 - (e) The Rewards(s) are personal to the Winners and are not transferable and cannot be sold under any circumstances.
 - (f) No Reward(s) will be awarded if the information furnished by the Participant at the time of entering the Contest, or at any subsequent stage is factually incorrect.
 - (g) In the event a winning Participant does not acknowledge/accept/collect his/her Reward(s) within three (3) days of such communication by the Organizer, such Participant shall forfeit the Reward(s) being awarded to him/her, and the Organizer shall have the right to award the same Reward(s) to other Participant(s).
 - (h) You are aware that participation in the Contest does not guarantee a Reward to you.
 - (i) All collection, storage, use and disclosure of any information provided by you to the Organizer will be in accordance with TMGCL's privacy policy available at: <https://globalchessleague.com/legal/privacy-policy>
- (vi) **Promotional Communication:** You hereby agree to receive promotional and marketing communication including but not limited to, Accounts' direct messages, mobile SMS, call etc. from the Organizer from time to time. You further expressly waive Do Not Call (DNC)/ Do Not Disturb (DND) registrations on your phone/mobile numbers for contacting you for such promotional/marketing purposes.

5. GENERAL

The Organizer reserves, at its discretion, the right to: (i) vary these Terms without notice, including but not limited to the opening and closing times for submission of the Submissions; (ii) withdraw, vary or substitute the Reward(s) associated with the Contest; (iii) disqualify any entrant who breaches the terms of the social media platforms and/or these Terms or has acted fraudulently; or (iv) cancel the Contest at any stage.

6. GOVERNING LAW AND JURISDICTION

The Contest shall be governed by and construed in accordance with Swiss laws. Any disputes arising out of or in connection with the Contest and/or your participation in the Contest will be subject to the exclusive jurisdiction of the courts of Lausanne, Switzerland.