

STANDARD TERMS & CONDITIONS FOR ROAD TO GCL CREATORS

- A. These Standard Terms and Conditions for Creators (the “**Terms**”) are applicable to any influencer or content creator (“**Creator**” or “**You**” or “**Your**”) who collaborates with Tech Mahindra Global Chess League AG (“**TMGCL**”), the owner and operator of Global Chess League (the “**League**” or “**GCL**”), acting directly or through its affiliates (“**Affiliates**”, and together with TMGCL, the “**Organizer**”). These Terms apply to collaborations undertaken for the purpose of promoting the fourth edition of the League through campaigns, promotions and related activities conducted exclusively on Instagram (collectively, the “**Campaign**”). By participating in the Campaign, You agree to be bound by these Terms. Where a Creator is between the age of 13-18 years, participation in the Campaign shall be subject to the express consent of the Creator’s parent/legal guardian. By participating in the Campaign, it shall be deemed that such consent has been duly obtained by the Creator if required. Individuals below thirteen (13) years of age are not eligible to participate in the Campaign.
- B. PLEASE READ CAREFULLY THE FOLLOWING TERMS BETWEEN THE ORGANIZER AND THE CREATOR (TOGETHER, THE “**PARTIES**” AND EACH A “**PARTY**”). BY ENGAGING WITH THE ORGANIZER TO PROVIDE THE SERVICES FOR THE CAMPAIGN, THE CREATOR AGREES TO BE BOUND BY AND ACCEPT THESE TERMS. IF THE CREATOR DOES NOT AGREE TO THESE TERMS, THE CREATOR SHALL PROMPTLY NOTIFY THE ORGANIZER OF THEIR DESIRE TO CANCEL THEIR PARTICIPATION IN THE CAMPAIGN. THE CREATOR SHALL NOT BE BOUND BY ANY ADDITIONAL, INCONSISTENT, OR CONFLICTING PROVISIONS UNLESS EXPRESSLY AGREED TO IN WRITING BY THE PARTIES. THESE TERMS SUPPLEMENT BUT DO NOT REPLACE ANY OTHER WRITTEN AGREEMENT IN FORCE BETWEEN THE CREATOR AND THE ORGANIZER IN RELATION TO THIS ENGAGEMENT.
1. **SERVICES AND SCOPE**
- (a) As part of the Campaign, You, as an independent content creator, will be granted access to certain digital assets, including but not limited to video recordings and other materials from the League, which shall be made available to You (the “**Footage**”) in a designated digital repository which shall be accessible through such credentials as may be provided to You by the Organizer (“**Credentials**”). You are authorized to use the Footage solely for the publication of the Footage (“**Content**”) on your personal Instagram account (“**Account**”) during the period from 12 August 2026 to 15 September 2026 (“**Term**”). Such publication of Content using the Footage, in accordance with the Terms and for the purpose of promoting the League and furthering the goals of the Campaign, shall constitute the services to be provided by You under these Terms (the “**Services**”).
- (b) If the Organizer is not satisfied with the Services, You must promptly make necessary revisions and adjustments to the Services to meet the Organizer’s satisfaction. All changes must be made within twenty-four (24) hours of receiving notification of non-acceptance, unless another period is mutually agreed upon.
2. **CREATOR OBLIGATIONS**

- (a) You agree to co-operate with and act in good faith towards TMGCL, its Affiliates and the League and, where necessary, provide such materials including the Content as may be required to render the Services.
- (b) You shall ensure that the applicable Account on which the Content is posted remains accessible to the public for the entire duration of the Term.
- (c) You shall, within twenty-four (24) hours of the Organizer's request, or within such other time period as stipulated by the Organizer, promptly edit, remove, or delete any Content as directed and shall promptly notify the Organizer in writing upon making the required changes.
- (d) You agree that any promotional or sponsored posts featuring the Footage must clearly disclose their nature as sponsored content in accordance with applicable law, regulations and guidelines.
- (e) You agree that You shall not do any of the following without our prior written consent, either solely or jointly with or on behalf of any third party directly or indirectly:
- (i) reproduce or copy information or material from the Footage or any other material sent or made available to You by us or create derivative works from, modify or commercially exploit any of the Footage for any purpose other than for the purpose of rendering the Services described herein. It is clarified that this restriction does not limit Creators from receiving any advertisement revenue from the social media pages based on the views and engagement the Content generates;
 - (ii) create a database in electronic or structured manual form by downloading and storing all or any of the Footage for any purpose other than provision of the Services as per the Terms; or
 - (iii) disclose or share the Credentials, or any other related information that could lead to the discovery or unauthorized use of the Credentials, thereby granting access to the Footage.
- (f) You shall not, during the term of your engagement with the Campaign, TMGCL, or its Affiliates and/or the League, access, store, distribute, or transmit any material through the Account that:
- (i) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - (ii) facilitates illegal activity;
 - (iii) depicts sexually explicit images;
 - (iv) promotes unlawful violence;
 - (v) is discriminatory based on race, caste, gender, colour, religious belief, sexual orientation, disability; and/or
 - (vi) in manner or content is otherwise illegal or causes damage or injury to any person or property.

- (g) You agree to perform your obligations in a manner that does not infringe upon or constitute an infringement or misappropriation of any intellectual property or other proprietary rights of any third party and ensure the procurement of all necessary permits and licenses from third parties before utilizing any proprietary content of such third parties in relation to the Services. In the event of any claims brought against TMGCL and/or its Affiliates by any third parties with respect to the use of any third-party proprietary content by You, You hereby undertake to defend and indemnify TMGCL and/or its Affiliates from any such claims.
- (h) You hereby agree and acknowledge that in the event a collaborated post is made by multiple creators, the credit will go to the original creator that is, the account used to post such content.
- (i) For the purpose of calculating the cumulative views in relation to the Incentive Structure (as provided in greater detail in Annexure A), You agree that only the views generated from the Account provided by You to the Organizer by 15th September 2026 shall be considered. No other account, channel or platform shall be included in the calculation of the cumulative views unless otherwise agreed in writing by the Parties.
- (j) You shall ensure that all Content created and published in connection with GCL accurately represents the GCL and adheres to the values, standards, and image of the GCL brand, as communicated by the Organizer. Any deviation or misrepresentation that could harm the reputation or standing of GCL is strictly prohibited.
- (k) In each post related to GCL, You shall provide appropriate attribution by tagging the official League Instagram account ([@officialglobalchessleague](#)). Additionally, You must include the hashtags #BeyondtheMove #GCLCreators and #TechMGCL in all such posts. You may request to add the League's Instagram handle as a collaborator on your posts; however, acceptance of such a request shall be at the sole discretion of the Organizer.
- (l) You are obligated to ensure that all information shared in relation to GCL, its events, players, and partners is accurate and verifiable. Any false, misleading, or inaccurate information is strictly prohibited, and any corrections must be promptly made upon discovery.
- (m) You are encouraged to actively engage with your audience by responding to comments, queries, and other interactions related to the GCL Content, thereby fostering a positive and interactive experience for viewers. You should monitor and address any negative or inappropriate comments in a professional manner, and report any instances of harassment or misuse to the Organizer .
- (n) You shall refrain from creating or distributing any Content that could potentially harm or negatively impact the reputation, goodwill, or public perception of GCL or TMGCL, its Affiliates, participants, or partners. This includes, but is not limited to, defamatory, misleading, or harmful depictions.
- (o) You are expressly prohibited from sharing, distributing, or otherwise making available any Footage including behind-the-scenes content, proprietary material, or other confidential information related to GCL to any third party, without obtaining prior written consent from the Organizer. Unauthorized dissemination of such content shall constitute a material breach of these Terms.
- (p) You shall ensure that GCL-related Content is not associated with politically sensitive, controversial, offensive, or otherwise inappropriate topics. You must avoid any association of

GCL with materials that may be deemed harmful or detrimental to GCL's, TMGCL's or its Affiliates' brand image and public standing.

- (q) You shall not engage in any unfair practices designed to artificially enhance the visibility or engagement of the Content, including but not limited to the use of bots, fake accounts, paid services, or other means to artificially inflate metrics such as likes, comments, views, or followers. All engagement metrics must accurately reflect genuine user interaction.

3. THE ORGANIZER'S RIGHTS AND OBLIGATIONS

- (a) The Organizer shall provide You with access to such Footage as may be determined by the Organizer and such Footage shall include ready-to-post Footage that can be downloaded and posted directly without any edits relevant to the League for the sole purpose of rendering the Services prescribed herein.
- (b) The Organizer reserves the right to appoint an auditor to verify the analytical data provided by You. In such an event, You shall promptly share Your screen and display account analytics as requested by the Organizer.

4. USAGE ON ACCOUNTS

- (a) Provision of Services and creation of Content by any third party or proxy is strictly prohibited. All Content must be published directly by You on the Account.
- (b) To be eligible to provide Services under these Terms, You must maintain a valid, active, and publicly accessible Account. You shall provide the Organizer with such information as may be required, including but not limited to, your full legal name, date of birth, city and state of residence, postal code, gender, valid email address, contact number, and a link to Your Account. The Organizer may request additional information from time to time as necessary for verification or purposes related to the Campaign.
- (c) Your Account and any activities conducted therein shall be governed by the terms of use of Instagram. You are required to comply with all applicable terms of service, usage guidelines, and policies of Instagram. Any breach of the platform terms by You shall be deemed a breach of these Terms and may result in immediate termination of Your engagement with the Organizer. The Organizer further reserves the right to pursue any legal action or remedies available under applicable law in the event of such a breach.
- (d) You shall ensure that the Content created and published under these Terms does not violate any community guidelines, standards, or rules of Instagram, and You shall bear full responsibility for any penalties, restrictions, or account suspension arising out of non-compliance with such guidelines.
- (e) Any updates to Instagram's terms of use that may impact Your ability to fulfill Your obligations under these Terms must be promptly communicated to the Organizer. In such an event, the Organizer reserves the right to modify the terms of engagement or terminate these Terms if necessary.

5. CONSIDERATION AND REWARDS

- (a) In consideration of the satisfactory performance of the Services under these Terms, the Organizer agrees to compensate You based on the achievement of specific milestones

outlined in the Incentive Structure, as detailed in Annexure A of these Terms (“**Fee**”). Upon reaching any of the specified milestones, You shall notify the Organizer via electronic mail at contact@globalchessleague.com within twenty-four (24) hours of achieving the applicable milestone. The notification must include requisite proof, such as a screenshot of the cumulative views or any other documentation specified by the Organizer. The Organizer reserves the right to audit and verify Your eligibility for the Fee in accordance with these Terms.

- (b) All payments under these Terms shall be made in US Dollars. Such payments will be subject to applicable tax deductions at source in accordance with the prevailing laws and regulations. The amount disbursed will be the net amount after such tax deductions have been applied, in accordance with the terms specified herein.
- (c) Where Rewards involve in-person experiences, a Creator below the age of eighteen (18) shall be accompanied by his/her parent or legal guardian at the parent’s/guardian’s sole cost and responsibility, unless expressly provided otherwise by the Organizer.

6. MISCELLANEOUS

(a) Intellectual Property/Third Party Rights:

- (i) All Content created, developed, or delivered by You as part of Your participation in the Campaign, including but not limited to photographs, video recordings, audio recordings, promotional materials, digital and social media content, and any other work capable of being protected under the provisions of applicable copyright or intellectual property laws, shall be the sole and exclusive property of the Organizer. This ownership shall extend in perpetuity and on a worldwide basis, across all media, whether currently known or subsequently developed.
- (ii) Further, the Organizer shall have the irrevocable and unrestricted right to use, reproduce, distribute, modify, adapt, display, perform, transmit, and otherwise exploit the Content and/or Footage in any format or medium, including but not limited to digital, print, broadcast, social media, and any other promotional or commercial platform, for any purpose it deems fit. This includes the right to sublicense such Content and/or Footage to third parties. These rights shall survive the expiration of the Term and shall continue indefinitely without the need for further approval, additional compensation, or consent from You.
- (iii) You agree to cooperate fully with GCL to effectuate the rights granted under these Terms. Upon request, You shall promptly execute any additional documents, take necessary steps, or provide further assurances as may reasonably be required by the Organizer to confirm or perfect its ownership and rights over the Content.
- (iv) To the fullest extent permitted by law, You hereby waive any and all moral rights in the Content, including but not limited to the right of attribution, integrity, and any right to object to derogatory treatment of the Content, and You agree not to assert any such rights against TMGCL or its Affiliates, successors, assigns, or licensees. By participating in the Campaign, You hereby grant the Organizer the non-exclusive right to use Your personal attributes in connection with the Content and the promotion of the Campaign or the League, subject to these Terms.

- (v) You acknowledge that the Organizer shall not be held liable for any unauthorized use or misappropriation of the Content by third parties once such Content has been published or distributed through public channels. While the Organizer will take reasonable efforts to protect the integrity of the Content, any claims regarding misuse by third parties shall not impose liability on GCL.
- (b) **Indemnification:** You hereby agree to indemnify, defend and hold harmless TMGCL and/or its Affiliates from and against all liability and costs incurred in connection with any claims arising out of or relating to your participating in the Campaign and provision of the Services, 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.
- (c) **Waiver:** Your participation in the Campaign and provision of the Services 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 Campaign, and You waive any claims against the Organizer in relation thereto.
- (d) **Breach of Terms:** In the event of any breach of these Terms by You, your participation in the Campaign shall be automatically terminated. If a breach of any of the terms set forth herein is identified after the disbursement of the Fee, the Organizer reserves the right, at its sole discretion, to demand the return of any Fee paid to You. Upon such demand, You agree to promptly return the Fee in full, as directed by the Organizer.
- (e) **Termination:**
 - (i) The Organizer reserves the right to terminate these Terms and deactivate your access to the Footage immediately, at its sole discretion, without any requirement to provide notice or reason.
 - (ii) The Organizer shall have the right to terminate your engagement immediately if You engage in any act, omission, or series of acts that, in the Organizer's sole and absolute discretion, tarnishes, discredits, or otherwise brings into disrepute the name, reputation, or standing of TMGCL, Affiliates, the League, or any other participant involved in the Campaign. In lieu of termination, the Organizer may, at its discretion, require You to undertake remedial action, including issuing a public statement, press release, or participating in a press conference to address and rectify any reputational damage caused by your actions. Such remedial actions shall be subject to the Organizer's prior written approval regarding the content, form, and method of execution.
 - (iii) You may terminate these Terms at any time by providing written notice to TMGCL of seven (7) days.
 - (iv) Termination of these Terms, regardless of the reason, shall not affect or prejudice any rights or obligations that have accrued to the Organizer prior to the date of termination. Additionally, any provisions of these Terms that are expressly or impliedly intended to survive termination, including but not limited to confidentiality, intellectual property rights, and indemnity obligations, shall continue in full force and effect following the termination.
- (f) **Consequences of Termination/expiry:** Upon termination or expiry of these Terms, for any reason:

- (i) You shall immediately cease all use of the Footage and any materials related to the Campaign. Subject to any temporary use or engagement expressly permitted by the Organizer at its sole discretion, You must discontinue any engagement with TMGCL, its Affiliates, the League, or any related activities.
 - (ii) You may retain the Content on your Account unless otherwise communicated by the Organizer. In the event that the Organizer requests the removal of any or all Content, You shall delete the specified Content within twenty-four (24) hours of receiving such a request from the Organizer.
 - (iii) You shall promptly return or destroy any Credentials, access details, or other materials shared with You in relation to the Footage or the Campaign. Any stored or saved copies of the Footage or materials, in any form or medium, must be permanently deleted, and You must provide written confirmation of such deletion to the Organizer.
 - (iv) In the event of termination under Clause 6(e)(ii), if the Fee has been paid to You in relation to achieving a milestone for any Content that, in the Organizer's sole determination, disparages or brings disrepute to TMGCL, its Affiliates, the League, or any other participant, You shall refund the Fee paid for such Content to the Organizer. The Organizer reserves the right to take further legal action to recover any damages arising from such breach.
 - (v) You shall return or destroy any Confidential Information provided by the Organizer or any of its affiliates, including but not limited to documents, data, and any other proprietary materials. Upon request, You must certify in writing that all such Confidential Information has been returned or destroyed.
 - (vi) You shall cease all forms of association, whether direct or indirect, with TMGCL, its Affiliates, the League, and any other entities or affiliates involved in the Campaign, and You agree not to represent yourself as being affiliated with GCL or the Organizer in any manner after termination.
- (g) **Confidentiality:** You undertake that:
- (i) You shall keep secure and not at any time disclose to any person any information relating to the Organizer or the League which we reasonably consider to be confidential, including but not limited to details of our relationships with or knowledge of the requirements of the League, any partners; details of TMGCL's or its Affiliates' or the League's business methods, finances, prices or pricing strategy, marketing or development plans or strategies, Credentials and any other information made available to You which is or ought reasonably to be considered confidential in nature ("**Confidential Information**"), without the Organizer's prior written consent, except as permitted by sub-clause (ii) of this Clause 6(g);
 - (ii) You may disclose Confidential Information as required by law or to Your representatives or advisers who need to know such information for the purposes of carrying out your obligations under these Terms, provided that You shall ensure that such representatives and advisers comply with this Clause 6(g);
 - (iii) You shall not use the Confidential Information for any purpose other than to fulfil your obligations under these Terms.

7. DISCLAIMER: You acknowledge and agree that:

- (a) The Organizer shall not be liable or responsible for any actions or omissions of any third party, and expressly disclaims any and all liability arising therefrom.
- (b) The Organizer shall not be liable for any damage, loss, injury, or disappointment suffered by You as a result of your participation in the Campaign or acceptance of the Fee, including any injury or damage to your or any other person's personal property, including but not limited to computers or mobile devices, related to or resulting from participation in the Campaign.
- (c) To the extent permitted by applicable law, in no event shall either Party be liable for any special, indirect, consequential, exemplary, or incidental damages, however caused, arising out of or relating to these Terms or the engagement hereunder, even if advised of the possibility of such damages. The aggregate liability of the Organizer to You, regardless of the form of action whether in contract, tort (including negligence), or otherwise shall be strictly limited to the amount of the Fee that is due and payable to You at the time such liability arises, as per the Incentive Structure outlined in these Terms.
- (d) 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>.

8. GENERAL

The Organizer reserves, at its discretion, the right to: (i) vary the Terms without notice, including but not limited to your obligations; (ii) withdraw, vary or substitute the Fee and/or Rewards associated with the Campaign. All Annexures to these Terms shall be deemed to be incorporated in and form part of the Terms.

9. GOVERNING LAW AND JURISDICTION

These Terms will be governed by and in accordance with the laws of Switzerland. The Courts at Lausanne, Switzerland shall have exclusive jurisdiction in relation to these Terms.

ANNEXURE A

INCENTIVE STRUCTURE

Incentive Slab	Cumulative Views	Incentive (USD)	Top creators to reach milestones, first
1	One Hundred Thousand (100,000) to Two Hundred Thousand (200,000)	USD Fifty (\$50)	Twenty (20)
2	Two Hundred Thousand and One (200,001) to Five Hundred Thousand (500,000)	USD Seventy Five (\$75)	Fifteen (15)
3	Five Hundred Thousand and One (500,001) to One Million (1,000,000)	USD One Hundred (\$100)	Ten (10)
4	One Million and One (1,000,001) to Three Million (3,000,000)	USD One Hundred and Twenty (\$120)	Eight (8)
5	Three Million and One onwards (3,000,001)	USD One Hundred and Fifty (\$150)	Four (4)

Incentive Structure and Eligibility

The incentives outlined herein are applicable for cumulative views gained between 12 August 2026 and 15 September 2026 (“**Incentive Structure**”).

1. **Incentive Structure in Race Format:** The incentive distribution shall follow a race format, as described below:
 - (a) Only the first four (4) Creators to achieve the milestone of three million and one (3,000,001) views shall qualify for Incentive Slab 5 as set forth above.
 - (b) The subsequent eight (8) fastest Creators to reach one million and one (1,000,001) views shall only be eligible for Incentive Slab 4.

- (c) The next ten (10) Creators to reach Five Hundred Thousand and One (500,001) views shall qualify only for Incentive Slab 3.
 - (d) The following fifteen (15) Creators to reach Two Hundred Thousand and One (200,001) views shall qualify only for Incentive Slab 2.
 - (e) The next twenty (20) fastest Creators to reach One Hundred Thousand and One (100,001) views shall qualify only for Incentive Slab 1.
 - (f) It is hereby clarified that no other monetary incentive in addition to the Fee specified herein shall be paid out to any Creator.
2. **Eligibility for Higher Slabs:** Once a Creator qualifies for a higher slab, they shall not be entitled to receive any incentive payments from a lower slab.
3. **Incentives are Slab-Specific:** Incentives are tied to the specified slabs and are not calculated on a per-view basis.
- (a) For clarity, if Creator A obtains 1,330,001 views and Creator B obtains 1,000,001 views, both will receive the same incentive of USD Hundred and Twenty (\$120) under Incentive Slab 4 as described in Paragraph 1(b).
4. **In the Event of a Tie:** In the case of two Creators reaching the same milestone at the exact same time, the following rules shall apply:
- (a) The Creator whose email is received first by the Organizer shall qualify ahead in the race.
 - (b) If the emails are received at the same time, the Creator with more posts during the period between 12 August 2026 and the date of email receipt shall qualify ahead.
 - (c) If the number of posts are tied, the post which first reached the qualifying milestone shall determine who qualifies ahead.
 - (d) If a tie persists, both Creators shall be given three (3) additional days to garner more views on their content, with the Creator accumulating the most views during this period qualifying ahead.
5. **Removal or Deletion of Content:** If the Organizer exercises its right to remove and/or delete content in accordance with Clause 2(c), any views associated with such removed or deleted content shall not be counted towards the cumulative views for the purposes of determining incentive eligibility.