

## Terms & Conditions

### 1. Definitions

1.1. "Website", "Service" means the website operating at the following addresses:

- ChessStars.pl
- ChessStars.net
- ChessStars.eu
- ChessStars.app
- PolishChessTour.pl
- PolishChessTour.eu

1.2. "User" means a person who uses the services and features made available on the website.

1.3. "Tournament" means a chess game that takes place via an external platform, organized by a website.

1.4. "Points" means units earned by users for winning chess games.

1.5. "Shop" means the section of the website where users can exchange earned points for in-kind prizes.

1.6. "Club" means the "Chess.Stars" Club on the chess.com for users of the Website.

1.7. "Website Owner", "Administration" – Paweł Kabat, 47/2 Praska Street, 30-329 Cracow

### 2. Consent and acceptance of the terms and conditions

2.1. By using the services and features available on the site, you agree to be bound by these terms and conditions.

2.2. The Site reserves the right to change the Terms and Conditions at any time. Users will be informed by email about each change.

### 3. Registration and user account

3.1. Each player is allowed to have only one account on the site.

3.2. You must register on the site to participate in tournaments and earn points.

3.3. When registering, the user undertakes to provide true, current and complete information.

3.4. You are responsible for maintaining the confidentiality of your account and may not share it with others.

3.5. The Site is not responsible for any actions or losses resulting from unauthorized access to the user's account.

### 4. Chess Tournaments

4.1. The site organizes chess tournaments that take place in the club through an external chess.com platform. A user wishing to participate in tournaments and events organized by the website must be registered on the chess.com and join the club.

4.2. The calendar of tournaments and a description of individual events can be found on the page.

4.3. The site reserves the right to cancel or change the dates and rules of tournaments for important reasons. In this case, users will be informed of the changes.

4.4. The administration of the site is not responsible for failures, interruptions in operation or malfunction of the site chess.com where tournaments are organized.

4.5. The site administration reserves the right to cancel or postpone the tournament in the event of technical problems on the chess.com site.

4.6. Each tournament and event has its own rules and regulations.

4.7. Each participant occupying the prize-winning place must have a registered account on the website – this is a prerequisite for receiving the prize.

## 5. Clauses

5.1. In order to earn points, you must have a registered account with ChessStars and provide your username from chess.com.

5.2. By registering an account on the Chess.com website, the User must accept the terms and conditions of this website.

5.3. Users earn points by winning chess games in tournaments and individual ranked games on chess.com

5.4. Points awarded for victories during Blitz, Rapid, Daily games.

5.5. Points are not awarded for victories during Bullet tempo games, unless otherwise stated in the rules of the event or tournament.

5.6. Each win earns you one point.

5.7. Points are not redeemable for cash and cannot be transferred between user accounts.

5.8. The Website reserves the right to cancel the points earned or to withdraw the awarded prizes in case of violation of the rules, cheating or violation of the rules of fair play.

5.9. The number of points is updated at least once a day (usually at night), so immediately after the end of the game the points earned will not be visible on the website.

5.10. The site owner may award additional points to users at their own discretion (e.g., through tournament prizes) or allow them to be purchased in the store.

5.11. Errors may occur when updating users' statuses and the number of games they have played. The service administrator will then inform you in the news and proceed with the repair.

5.12. The User is obliged to verify the correctness of the presented number of points and statuses, and if he detects that there are errors in the number of games played or premium status, he should immediately inform the website administrator. Using incorrect data to claim a prize, etc., may result in account suspension.

## 6. User Levels

6.1. There are three levels of user on the site: Bronze Star, Silver Star, and Gold Star, with different privileges and opportunities.

### 6.2. Bronze Star:

6.3. After registering on the site, the user receives the Bronze Star status.

6.4. The Bronze Star User does not earn points for the chess games played.

6.5. In the event of a bonus place in a tournament or event, the Bronze Star User is entitled to receive the prize. (Unless the rules of the tournament or event state otherwise).

6.6. If a Bronze Star user wins a prize in a tournament or event, the website owner performs additional verification of the user based on their email address.

6.7. Bronze Star users gain access to a user panel with additional information.

### 6.8. Silver Star:

6.9. You become a Silver Star when you enter your username, which you use on Chess.com

6.10. A Silver Star user has all the privileges of a Bronze Star user.

6.11. The Silver Star User earns points for winning games on the chess.com service

awarded in accordance with clause 5.

6.12. The Silver Star User has the right to participate in all events aimed at earning the highest possible number of points.

6.13. A Silver Star User is entitled to claim a guaranteed prize upon earning a certain number of points (as determined and governed by separate terms and conditions).

6.14. Gold Star:

6.15. A Gold Star user has all the privileges of a Bronze Star and Silver Star user.

6.16. The User receives the Gold Star status after purchasing a premium package on the chess.com through the affiliation (recommendation) link of the website and after passing verification by the website administration.

6.17. A Gold Star user can redeem the collected points for all rewards available in the store on the ChessStars website.

6.18. The Gold Star User may also enjoy additional privileges and rights depending on the events and tournaments organized on the Website, which are governed by separate terms and conditions.

6.19. Checking whether the user has a premium package takes place every day after midnight. Therefore, it may happen that after purchasing a package for chess.com, the user will not immediately see the change in our service.

6.20. If the system detects that the user has purchased a premium package, it credits the user with the previous day as a premium and each subsequent day for the duration of the package's activity.

6.21. Verification of the account and the purchased package is done manually by the website administration and may take up to 24 hours.

6.22. Upon successful verification, the user receives the Gold Star package.

6.23. If the user wants to speed up the verification, he can send a special request using the appropriate option in the user panel.

6.24. At the end of the chess.com Premium Period and if you do not renew it, you will lose your Gold Star status on ChessStars and your SilverStar status will be reverted.

6.25. Points earned during Gold Star status are not forfeited and can still be used in the ChessStars Store even after the status has been lost.

6.26. Additional regulations

6.27. Each of the user levels (Bronze Star, Silver Star, and Gold Star) can gain and lose different privileges and rights depending on the events and tournaments they organize. The site administration has the right to make changes and regulations regarding privileges for individual user levels at any time, according to the needs and goals of the site.

6.28. It is important that users familiarize themselves with the rules and privileges for the different user levels on the website and that they respect the principles of fair play when participating in chess tournaments. The site administration has the right to take action in case of violation of the rules and regulations of the site.

## 7. ChessStars Store

7.1. Once a certain number of points have been collected, Gold Star users can exchange them for rewards available in the store on the website.

7.2. The available rewards, their descriptions, point values and possible restrictions are visible on the page in the shop section.

7.3. The user can choose the reward they would like to receive as long as they have

enough points.

7.4. Once a reward is selected, the user goes through the standard reward order path and the points are deducted from their account.

7.5. The Site reserves the right to change the available rewards in the store without prior notice. In the event of a change in rewards, users will be notified on the site.

7.6. The Site reserves the right to change the number of points required to be redeemed for specific rewards.

7.7. After the points have been exchanged for a reward, the website takes steps to verify the correctness of the points collected by the user and to send the reward to the user. Delivery and reward timing details are subject to individual terms and conditions and will be communicated to you upon redemption.

7.8. The User bears all tax liabilities related to the receipt of prizes. The site does not provide tax advice and recommends that you consult an appropriate tax advisor if in doubt.

7.9. The Site is not responsible for any loss, damage, or problems resulting from the use of rewards obtained through redeeming points in the store.

7.10. Upon receipt of notification that the User has requested to receive the selected prize, the website owner shall take appropriate steps to deliver the prize to the User.

7.11. Providing the user with a prize may require additional information, e.g. T-shirt size, personalization, etc.

7.12. If the prize requires additional information, the redemption will not be processed until this information is obtained.

7.13. The Administrator attempts to contact the user via e-mail address, private message on the chess.com website and notification on the ChessStars website.

7.14. Lead time may vary depending on your country.

7.15. The Website Owner uses the services of third parties to carry out the preparation and shipment of prizes.

7.16. The Website Owner is not responsible for delays related to the preparation and dispatch of prizes by third parties.

7.17. The Website Owner always takes all necessary steps to clarify doubts and lead to the receipt of selected prizes by the Users.

7.18. There may be a delay in the delivery of the prize. The owner of the website will then inform the user.

7.19. The website owner reserves the right not to send the prize in case of suspicion of improper actions of the user until the situation is clarified.

## 8. Liability

8.1. The website is not responsible for any loss, damage or damage resulting from the use of the services available on the website.

8.2. The website is not responsible for technical problems, failures of external platforms that may affect the conduct of chess tournaments.

## 9. Fair Play

9.1. Users undertake to observe the principles of fair play when participating in chess tournaments and events organized on the site.

9.2. Violators of fair play may be subject to sanctions such as account ban, loss of points, prohibition from future online and live events organized by ChessStars.

9.3. The site administration has the right to take measures to verify the fairness of players. It can use its own verification methods and rely on analysis carried out by chess platforms such as chess.com.

9.4. In case of suspicion of cheating, unsportsmanlike behavior or violation of the rules of fair play, the site administration has the final decision-making right in taking

action.

9.5. Sanctions such as account ban, loss of points, and prohibition from future events may be applied to users deemed to be violating the rules of fair play.

9.6. The site administration reserves the right to conduct investigations in case of reporting violations of fair play rules by other users.

9.7. If detected by the site administration, the suspension of the user's account

9.8. The administration's decisions in cases of fair play violations are final and indisputable.

## 10. Protection of personal data

10.1. The website complies with the applicable laws on the protection of personal data.

10.2. You consent to the processing of your personal data in accordance with the privacy policy of the site. (Available in separate document.)

## 11. Intellectual Property and Copyright

11.1. All content published on the Website, including but not limited to texts, graphics, logos, icons, photographs, audio and video clips, is protected by copyright, related rights and other intellectual property rights. The rights to this content, unless otherwise stated, belong to the owner of the Website or are used on the basis of license agreements, permission of the rights holders, or on the basis of fair use.

11.2. The User has the right to use the content of the Website only for their own, non-commercial needs. Any other use of the content, including copying, reproduction, distribution, sale, transfer to third parties, publication, modification, translation, addition to other works, any commercial use, requires the written consent of the owner of the Website or other copyright holders.

11.3. The Service may contain content belonging to third parties, including materials provided by users, business partners and external services. The use of these materials is permitted only to the extent specified by the copyright holders or within the scope of fair use.

11.4. The Website Owner undertakes to exercise due diligence to ensure that all content used is used in accordance with the law, has appropriate licenses or consents, and does not infringe the rights of third parties.

11.5. The User who sends any content to the Website, including texts, photographs, graphics, audio and video materials, declares that he has full copyrights to them or has the necessary consents or licenses and thus authorizes the owner of the Website to use them to the extent necessary to achieve the objectives of the Website.

11.6. If a third party finds that the content published on the Website infringes its copyrights, related rights or other intellectual property rights, that third party may report this fact to the owner of the Website, who undertakes to respond immediately to such a report and take appropriate action in accordance with applicable law.

11.7. The Website Owner reserves the right to remove content from the Website that is the subject of a copyright dispute until the situation is clarified.

## 12. Final provisions

12.1. These terms and conditions constitute the complete agreement between you and the party regarding the use of the services available on the website.

12.2. In the event of a dispute arising out of these terms and conditions, the competent court shall be the court of the party's registered office.

12.3. In the event of invalidity or unenforceability of any part of these Terms and Conditions, the remainder of the Terms and Conditions shall remain in full force and effect.

### 13. Contact Us

13.1. If you have any questions, comments or complaints about the site or these terms and conditions, please contact us through the contact information available on the site.