

Terms & Conditions  
"Biggest Fan"

These Terms & Conditions (referred to as the/this "**T&C**") are applicable to the 'BIGGEST FAN' competition ("**Competition**") in cooperation with three (3) discrete cricket teams, namely: Punjab Kings, Kolkata Knight Riders, Royal Challengers Bangalore (altogether referred to as the "Clubs" and separately referred to as "Club").

1. The promoter of this Competition is Socios Services Limited, 14 East, Level 7, Sliema Road, Gzira, GZR1639, Malta (the "**Promoter**") in cooperation with its independent agent Rise Worldwide Limited (the "Agent")
2. The entire Competition will be held between 27<sup>th</sup> September, 2021 at 08:30am (CEST) and 28<sup>th</sup> September, 2021 at 08:30am (CEST) (the "**Competition Period**")
3. This Competition will be held on 1. Socios.com on Facebook, 2. @sociosdotcom on Instagram, 3. @socios Twitter ,(collectively referred to as "**Social Media Platforms**" and separately referred to as "**the Social Media Platform**") simultaneously throughout the Competition Period.
4. The participation to the Competition is free of charge and no purchase is necessary.
5. Individuals who are at least eighteen (18) years of age before the start of the Competition Period are eligible to participate to the Competition. If eligible, individuals can participate in the Competition with at least one active contribution (including but not limited to entry/post/messaging) on one or more than one Social Media Platform in relation to one or more than one Club. Any Participant which active contribution fully matches the following requirement of one or more Social Media Platforms in relation to one or more Clubs during and shall be qualified with the chance to win a Prize as defined in section XXX below ("Qualified Participants" and/or "Qualified Participation"):
  - 5.1.1. Follow the official account of the Promoter on at least one Social Media Platform;
  - 5.1.2. Like the official post related to the Club on at least one Social Media Platform
  - 5.1.3. Tag the Club (when applicable) and Comment on the official post related to the Club the answer to the following question: "Why are you the biggest fan?"
6. Your Qualified Participation relates to the Club for which your active contribution is deemed to have fulfilled the requirements laid down in section 5.1.1, 5.1.2, 5.1.3 above. Any active contribution made by a Participant on the Social Media Platforms after the respective Punjab, Kolkata or Bangalore Competition Period shall not be considered for this Competition.

7. An individual cannot participate to the Competition more than one time on each of the Social Media Platform. Any attempt to circumvent the foregoing rule (e.g. by making discrete active contributions via multiple user accounts) will not be considered for the Competition and disqualify the Participant from winning a Prize; The Promoter accepts no responsibility for active contribution not completed or considered due to a technical fault of any kind;
8. On 28<sup>th</sup> September, 2021, the Promoter reserve the right to select a total of ten (10) Winners for each Club among the qualified Participants.
9. The Promoter may use any suitable means of communication in order to contact the Winners directly or through its Agent. The Winner will be contacted promptly after the end of the Competition Period;
10. Each Winner shall be awarded the following prize (“Prize”):
  - 10.1. One (1) short video message from the players of the Club; and,
  - 10.2. One (1) merchandize (jersey, or any other sport apparel branded from the Club at the discretion of the Promoter) signed by the Club or any of its members.
11. The Winner shall be free to circulate the short video message on his/her personal social media platforms. However, if any applicable guidelines prevent the Winners from doing so, the Winner shall refrain from circulating the video on his/her personal social media platforms. The Winner shall strictly adhere to all applicable guidelines & the Promoter, Clubs & Rise shall not accept any responsibility on the misuse of the video by the Winners.
12. If a Winner does not respond within twelve (12) hours of being notified by the Promoter or its official sub-contractor Rise, then the Promoter may forfeit the allocation of the Prize to the respective Winner. In turn, the Promoter will be entitled to select another Winner in accordance with these T&C.
13. The Prize is non-exchangeable, non-transferable and no cash alternative is offered.
14. There is no costs associated with the award of the Prize. Notwithstanding the foregoing, the Promoter/and or Agent shall not be responsible for and shall not bear exceptional costs, charges and expenses which the participants may incur in connection with the fulfilment of the Prize including but not limited to costs of shipment exceeding the standard rate in place for delivery of the Prize or any costs incurred with the use of internet or related to Social Media Platforms for instance.
15. Winners may be required to evidence their identity. In the event that the Winner does not comply with the requirements set forth within or is in serious breach of these T&C, the Promoter reserves the right to disqualify the Winner. In any event, the Promoter may at its sole discretion decide to re organize and proceed to selection of the Winner with the remaining Participants at a later date.

16. Notwithstanding other provisions of these T&C, the Prize shall be awarded to the Winners only insofar as and as long as not in contradiction with any applicable economic (extending but not limited to anti-money laundering and counter-terrorism financing), trade or financial sanctions or embargoes laws and regulations or that reside in any blocked jurisdiction as may be amended by the Promotor from time to time.
  
17. The Promoter reserves the right to hold void, cancel, suspend, or amend the Competition where it becomes necessary to do so. The Promoter reserves the right to discard, erase and report any active contribution to the Competition or refuse to award the Prize to anyone who in the Promoter' sole opinion does not meet the requirements named in or is in breach of these T&C and/or any applicable law, for instance when: the Participant is involved in any fraud-related activities; the Participant is or was in breach of any other substantial provision of the terms of use applicable on the Social Media Platforms; the Participants expresses any opinion that are defamatory, abusive, racist, sexist, sexually explicit, offensive or make the promotion of terrorism, politic, religion, weapons, drugs, alcohol or any other commercial activities; it is required by law or if requested to do so by the police, by any regulatory authority or by court. In any event, the Promoter may at its sole discretion decide to re organize and proceed to selection of the Winner with the remaining Participants at a later date.
  
18. The Promoter, its employees, directors and affiliates and Agent shall not be held liable in any way, for any claims, losses, damages, rights and actions of any kind arising out of or relating to the Competition and/or the Prize whether direct or indirect, including but not limited to claims for damage caused to the Participants, Winners, or any other third party. Furthermore, the Participants and Winners hold and continue to hold the Promoter, its Agent and their respective employees, directors and affiliates, free and harmless against all and any claims, losses, damages, rights and actions of any kind made by third parties as permitted under applicable law, in respect of the Prize, including use of the Prize, and this Competition. The Promoter is not liable for any damage suffered by any Participants and Winners due to their non-observance of these T&C or any terms of use or rules applicable on the Social Media Platforms. The Promoter or its Agent shall in no case be held responsible for any omission or commission of wrongful acts by any third party.
  
- 19. The Promoter reserves the right, at its sole and absolute discretion, to replace the Prize with an alternative prize(s) of equal or higher value if circumstances beyond the Promoter's control makes it necessary to do so. Due to the outbreak of Corona Virus (COVID-19), should the delivery of the Prize be reasonably difficult to execute or impossible, then the Prize may not be delivered to the participant in which eventuality, the Promoter shall not be responsible for any expenses or damages whatsoever sustained by the participant in connection with the Prize.**

20. The decision of the Promoter regarding any aspect of the Competition is final and binding and no correspondence will be entered into about it.
21. Participants are deemed to have accepted and agreed to be bound by these terms and conditions upon entry. Participants commits to respect the rules applicable on the respective Social Media Platform.
22. Personal data supplied during the course of this Competition may be passed on to third party suppliers only insofar as required for the fulfilment of the Prize and in compliance with the applicable data protection law.
23. Any personal data shall be processed strictly in accordance with the Promoter's privacy policy available at <https://www.chiliz.com/en/privacy-policy/>. The Participant hereby agrees with the processing of his/her personal data collected for the performance of the contractual obligations under these T&C. Personal data supplied during the course of the Competition may be transferred to third party suppliers strictly and only insofar as is required for the fulfilment of the contractual obligations under these T&C. By entering in the Competition, participants accept and agree to participate in publicity material related to the Prize and this Competition which may include the publication of the participant's name, age and image (including social media) both for Socios and for Chiliz.
24. These T&C and all matters arising from it and any dispute arising in connection with this T&C shall be governed by and construed in accordance with the laws of Malta notwithstanding any conflict of law provisions. The competent courts in Malta, shall have exclusive jurisdiction in any legal proceedings resulting or connected with these T&C, and the Parties hereby irrevocably submit to such exclusive jurisdiction.