#### **IBALR TERMS AND CONDITIONS**

# 1. Qualifying Persons

- IBALR Ltd. ('iBALR', 'Promoter', 'our(s)') operate competitions skilled prize
  competitions resulting in the allocation of prizes in accordance with these Terms and
  Conditions at selected events and on the website <a href="www.iBALR.com">www.iBALR.com</a> (the 'Website')
  and its respective platform <a href="www.iBALR.app">www.iBALR.app</a> (the "Platform") (the 'Competition(s)').
- The Competitions are open to all persons aged 18 and over and the age of majority in their country of residence excluding the Promoter's employees or members of their immediate family, agents or any other person who is connected with the creation or administration of our Competitions.

# 2. Legal Undertaking

- 1. By entering a Competition the entrant ('Entrant', 'you', 'your(s)','Participant(s)') will be deemed to have legal capacity to do so, you will have read and understood these Terms and Conditions and you will be bound by them and by any other requirements set out in any related promotional material.
- 2. These Competitions are governed by *Bulgarian Law* and any matters relating to the Competition will be resolved under *Bulgarian Law* and the

Courts of Bulgaria shall have exclusive jurisdiction.

3. In the event that you participate in a Competition online via the Website, and by accepting these Terms and Conditions you confirm that you are not breaking any laws in your country of residence regarding the legality of entering our Competitions. The Promoter will not be held responsible for any Entrant entering any of our Competitions unlawfully. If in any doubt you should immediately leave the Website and check with the relevant authorities in your country.

# 3. Competition Entry

- 1. These Competitions may be entered online via the Website *iBALR*.com and the Platform iBALR.app. One or more Competitions may be operated at the same time and each Competition will have specific prize options.
- 2. Availability and pricing of Competitions and tickets is at the discretion of the Promoter and will be specified at the point of sale.
- 3. "Your IBALR Account(s)

In order to enter a Competition, you will need to register an account with us.

- a. You can register an account in two ways: either online at www.iBALR.com or iBALR.app.
- i.To register an account online you will be asked to provide an email address or sign in via a social media account, such as Facebook or Google ('Social Media Account')
- b. Please note that your email address or Social Media Account will also be the username that you use to log in to your account. Each account can only have one username attributed to it

at any given time ("IBALR Account"). Therefore, you cannot attribute multiple email addresses, or Social Media Accounts to your IBALR Account. For example:

i. You cannot have an email address and a Social Media Account attributed to your IBALR Account.

ii. You cannot have two or more email addresses attributed to your IBALR Account.

If you create multiple accounts using different email addresses or Social Media Accounts, each username will be treated as a separate *IBALR* Account.

When playing a Competition online via the Website or Platform, follow the on-screen instructions or watch the included instructional video to:

- (a) select the Competition(s) you wish to enter, choose your entries tickets to play the Spot the Ball Challenge
- b. and when you are ready to enter the respective Competition(s) and press the "Confirm and pay" button to purchase the respective Ticket(s)You will need to check if the funds in your profile wallet are enough to cover the price of the Ticket(s). In case of insufficient availability of funds in the profile wallet, the participant can deposit funds via the supported deposit methods, by clicking the button "Deposit" in the Platform. By clicking the button "Confirm and pay" the participant declares that he has read and understood the Competition(s) Terms and Conditions.
- c. Once your payment has cleared we will email you to confirm your entry into the respective Competition(s). ('Website Entries', referred to as 'Entr(y)(ies)')
- 4. The Promoter reserves the right to refuse or disqualify any incomplete Entries if it has reasonable grounds for believing that an Entrant has contravened any of these Terms and Conditions.
- 5. To the extent permitted by applicable law, all Entries become our property and will not be returned.

#### 4. Promotion Periods

1. Each Competition will run for a specified period. Please see each Competition for details of start and end times and dates ('Promotion Period(s)').

# 5. Competition Judgment

1. The winning coordinates are determined as follows:

iBALR has designed an unbiased algorithm using the Blockchain and AI technology. The algorithm takes into account the actual coordinates of the ball, the majority of the placed coordinates by the Entrant and a randomised set up within a defined radius of the ball

- a. **Tie Break Scenario** in the event of a Tie Break, meaning two or more users have entries with the same distance to the algorithmic center of the ball point, the prize pool will be split between all Tie Break participants. All Tie Break Entrants, including those that we were unable to contact will be automatically allocated a tie break prize in accordance with rule 5.1 (a)referred to as "Tie Break Scenario".
- Fraud Scenario in the event that our software detects suspicious activity of someone trying to intervene with the algorithm deciding on the winner (explained in the sections below).
   Should this happen, all participants are refunded their entry fee, however the 10% protocol fee is still collected as a deterrent for bad actors.

2. All Entrants are automatically entered onto the Promoter's database for the purpose of conveying information as to the status of their Competition, as well as any future Promotions or Competitions offered by the Promoter.

### 6. Winner's Details

 All Winners will also be required to if asked to provide photographs and/or pose for photographs and videos, which may be used in future marketing and public relations by the Promoter in connection with the Competition and in identifying them as a winner of a Competition.

## 7. Competition Prizes

1. All competitions have a different size pool, dependent on the number of entries within the defined time frame. The winners receives the full amount of the prize pool with the deduction of iBALRs fee defined at 7.77%.

#### 8. Winners' Personal Data

- 1. Acceptance of the prize by the Winner will mean they are required to have their photo and video taken by the Promoter for promotional purposes (Public Relations and Marketing), both immediately after their win and in the future for use in accordance with rule 6.2, unless prohibited by law.
- 2. By entering a Competition, you agree to the use of your name, address, and/or photograph or other likeness, as well as your appearance at publicity events without any additional compensation (save for reasonable travel expenses) and as required by the Promoter if you are declared a Winner.

# 9. Limits of Liability

The Promoter makes no representations or warranties as to the quality/suitability of any of the goods or services offered as prizes. The Promoter shall not be liable for any loss suffered or sustained to person or property including, but not limited to, consequential (including economic) loss by reason of any act or omission by the Promoter, or its servants or agents, in connection with the arrangement for supply, or the supply, of any goods by any person to the prize Winner(s) and, where applicable, to any family/persons accompanying the Winner(s), or in connection with any of the Competitions promoted by the Promoter.

### 10. Electronic Communications

1. No responsibility will be accepted for failed, partial or garbled computer transmissions, for any computer, telephone, cable, network, electronic or internet hardware or software malfunctions, failures, connections, availability, for the acts or omissions of any service provider, internet accessibility or availability or for traffic congestion or unauthorised human act, including any errors or mistakes. The Promoter shall use its best endeavours to award the prize for a Competition to the correct Entrant. If due to reasons of hardware, software or other computer related failure, or due to human error the prize is awarded incorrectly, the Promoter reserves the right to reclaim the Competition prize and award it to the correct Entrant, at its sole discretion and without admission of liability.

- 2. The Promoter reserves the right at its sole discretion to extend the closing date of any competition, if for any reason any aspect of the competition is not capable of running as planned, including by reason of infection by computer virus, network failure, bugs, tampering, unauthorized intervention, fraud, technical failures or any cause beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of the Competition. The Promoter may in its sole discretion cancel, terminate, modify or suspend a Competition, or invalidate any affected entries. In the event that the Promoter closes a Competition early, the Winner may be selected from all valid and eligible Entries received by the Promoter prior to the date of closure, except that the Promoter reserves the right, at its sole discretion, to close a Competition early without selecting a Winner. In the event that a Competition is closed without selecting a Winner, the Promoter will give all entrants the respective deposit amount into their profile wallet to enable them to replay equivalent tickets in a subsequent competition.
- 3. The Promoter shall not be liable for any economic or other consequential loss suffered or sustained to any persons to whom an award has been incorrectly made, and no compensation shall be due. The Promoter shall use its best endeavours to ensure that the software and website(s) used to operate its Competitions perform correctly and accurately across the latest versions of popular internet, tablet and mobile browsers. For the avoidance of doubt, only the ticket coordinates recorded in our systems, however displayed or calculated, shall be entered into the relevant Competition and the Promoter shall not be held liable for any competition entries that occur as a result of malfunctioning software or other event. Competition coordinates may be checked at any time by accessing your account at the Website or the Platform.

#### 11. Data Protection Notice

1. Any personal data that you supply to the Promoter or authorise the Promoter to obtain from a third party, for example, a credit card company, will be used by the Promoter to administer the Competition and fulfil prizes where applicable. In order to process, record and use your personal data the Promoter may disclose it to (i) any credit card company whose name you give; (ii) any person to whom the Promoter proposes to transfer any of the Promoter's rights and/or responsibilities under any agreement the Promoter may have with you; (iii) any person to whom the Promoter proposes to transfer its business or any part of it; (iv) comply with any legal or regulatory requirement of the Promoter in any country; and (v) prevent, detect or prosecute fraud and other crime. In order to process, use, record and disclose your personal data the Promoter may need to transfer such information outside the United Kingdom, in which event the Promoter is responsible for ensuring that your personal data continues to be adequately protected during the course of such transfer.

### 12. Promoter

1. *IBALR Ltd., 7* Boycho Voyvoda Str, Sofia 1000, Bulgaria. Email: <a href="mailto:info@iBALR.com">info@iBALR.com</a> Website: <a href="mailto:www.iBALR.app">www.iBALR.app</a>. A list of winners and wallet address will be available for one (1) month after the end of each Competition.