

GnoChess - Terms and Conditions

Effective Date: **September 21, 2023**.

GnoChess is an online chess simulation hosted by NewTendermint, LLC (“NewTendermint”) during which individual entrants (hereinafter referred to as “Participants”) are offered the opportunity to learn about Gno and Web3. GnoChess is intended demonstrate the capabilities of the Gno platform and provide a positive user experience among other purposes.

BY PARTICIPATING IN GNOCHES, PARTICIPANTS ARE AGREEING TO THESE TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS ARE A LEGALLY BINDING AGREEMENT BETWEEN EACH PARTICIPANT AND NEWTENDERMINT. ADDITIONALLY, BY PARTICIPATING, PARTICIPANTS ARE ACKNOWLEDGING THE NEWTENDERMINT PRIVACY POLICY FOR GNOCHES AVAILABLE [HERE](#).

Modifications: NewTendermint has the right to modify these Terms and Conditions at any time without prior notice, and such modifications shall be effective immediately upon posting. Participant’s continued participation in GnoChess constitutes Participant’s acceptance of such modifications. Accordingly, NewTendermint advises that all Participants check this page periodically. The date of the most recent revision is included at the top of these Terms and Conditions (hereinafter referred to as “Terms”).

Eligibility: Only attendees of GopherCon in San Diego on September 26 will be eligible to register. Additionally, each Participant who participates in GnoChess:

- Cannot be an employee, contractor or family member of an employee or contractor of the sponsoring organizations (New Tendermint & All in Bits)
- Must be at least 18 years old and legally able to enter into a contract.
- Must be legally eligible to participate under the laws of their country of residence.
- Cannot be a resident of one of the following locations:

Belarus	Burma	Burundi	Central African Republic	Cuba	Congo
Darfur	Democratic Congo	Hong Kong	Iran	Iraq	Lebanon
Libya	Mali	State of New York in the USA	Nicaragua	North Korea	Russia
Somalia	Sudan	Syria	Region of Crimea in Ukraine	Venezuela	Yemen
Zimbabwe					

How to Participate: GnoChess is limited to attendees of GopherCon in San Diego on September 26. **To register,**

General Rules: GnoChess is offered by NewTendermint, which is not responsible for (i) theft, destruction, unauthorized access to, or alterations of submissions; or (ii) electrical, network, computer, hardware, software program or transmission malfunctions, failures, or difficulties.

NewTendermint reserves the right, in its sole discretion, to cancel or modify GnoChess or in part, in the event of fraud, technical or other difficulties or if the integrity of the GnoChess is compromised, without liability to the Participants. NewTendermint also reserves the right to disqualify any Participant for failing

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to comply with these Terms or any other bona fide reason determined by NewTendermint in its sole discretion.

These Terms are governed by the law of the State of California, without reference to rules governing choice of laws. Any action, suit or case arising out of, or in connection with GnoChess or the Terms must be brought in either the federal or state courts located in the State of California. NewTendermint's failure to enforce any provision of these Terms shall not constitute a waiver of that provision.

Ownership of Submissions: Participant represents and warrants that their submission does not violate any agreement or obligation to any invention assignment, proprietary information, confidentiality, non-solicitation, noncompetition or similar agreement with any employer or other person. Furthermore, Participant represents and warrants that the submission is and will be Participant's own original work and does not and will not infringe the intellectual property or proprietary rights of any third party, including, without limitation, any third-party patents, copyrights, or trademarks.

Participant may use generative AI to assist in creating submissions but Participant is prohibited from solely using AI to generate submissions. If Participant uses generative AI, Participant shall disclose to NewTendermint what was provided to the generative AI, which generative AI was used, and how the generative AI was used.

Participant also hereby assigns and transfers and agrees to assign and transfer to NewTendermint all right, title, and interest in and to Participant's submission and consequently NewTendermint will have all rights to copy, edit, publicly display, publicly perform, broadcast, publish and use, in whole or in part, any submission (including derivative works), in any manner without further compensation during and after the GnoChess. Participant hereby agrees not to instigate, support, maintain or authorize any action, claim or lawsuit against NewTendermint, or any other person, on the grounds that any use of a Participant's submission infringes any of Participant's rights as creator of the submission, including, without limitation, trademark rights, copyrights and moral rights or "droit moral."

At NewTendermint's request and expense, Participant will assist and cooperate with NewTendermint in all respects to execute documents, and will take such further acts reasonably requested by NewTendermint to acquire, transfer, maintain, perfect and enforce NewTendermint's intellectual property rights and other legal protections for the submission. Participant hereby appoints the officers of NewTendermint (and each of them acting individually) as Participant's attorney-in-fact to execute documents on behalf of Participant for this limited purpose.

Nothing herein shall constitute an employment, joint venture, or partnership relationship between Participant and NewTendermint. Participants will not receive any compensation from NewTendermint in connection with any submissions. Each Participant acknowledges and agrees that NewTendermint or other Participants or third parties may have developed or commissioned works which are similar to the submission of Participant or Participant's team, or may develop something similar in the future, and each Participant waives any claims that Participant may have resulting from any similarities to the submission of Participant or Participant's team.

Licensing: GnoChess is made available as a license, not sold, to Participants. Participant's license of GnoChess is subject to acceptance of this Terms and Conditions. This license is provided by NewTendermint, and NewTendermint reserves all rights in and to GnoChess not expressly granted to you. This license is effective until terminated by Participant or NewTendermint.

Scope of License: NewTendermint grants Participants a revocable, non-exclusive, and non-transferable license to use GnoChess. You may not transfer, redistribute or sublicense GnoChess. Participants may not copy (except as permitted by this license), reverse-engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of GnoChess, any updates, or any part thereof (except as and only to the extent as may be permitted by the licensing terms governing use of

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any open-sourced components included with GnoChess). Participant shall not violate any applicable laws, rules, or regulations in connection with GnoChess; remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) posted by NewTendermint; use GnoChess for any revenue generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended; make GnoChess available over a network or other environment permitting access or use by multiple devices or users at the same time; use GnoChess for creating a product, service, or software that is, directly or indirectly, competitive with or in any ways a substitute for the application; use GnoChess to send automated queries to any website or to send any unsolicited commercial e-mail; or use any proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacturing, licensing, or distribution of any applications, accessories, or devices for use with GnoChess.

Indemnity: All Participants agree to release, indemnify, defend and hold NewTendermint and its affiliates, subsidiaries, directors, officers, employees, members, sponsors and agents, including advertising and promotion agencies, and assigns, and any other organizations related to GnoChess, harmless, from any and all claims, injuries, damages, expenses or losses to person or property and/or liabilities of any nature that in any way arise from participation in GnoChess including without limitation (i) any condition caused by events beyond NewTendermint's control that may cause the GnoChess to be disrupted or corrupted; (ii) any claim that any Participant infringes third party intellectual property or proprietary rights; (iii) any injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or from participation in the GnoChess; (iv) any printing or typographical errors in any materials associated with the GnoChess; (v) technical errors that may impair Contributor's ability to participate in the GnoChess; or (vi) errors in the administration of the GnoChess.

Proprietary Materials. GnoChess contains forms, content, information, trademarks and other proprietary materials that belong to us and our licensors and that are protected by copyright, trademark and other intellectual property laws (collectively, "Proprietary Materials").

You should assume that everything on GnoChess is Proprietary Materials, and, except as otherwise explicitly provided on certain Proprietary Materials that you may access through GnoChess, you shall not copy, download, reproduce, distribute, publicly display, publicly perform, prepare derivative works of or otherwise use or exploit Proprietary Materials in any way without our prior written consent. Commercial use of Proprietary Materials is strictly prohibited. All rights not expressly granted herein are reserved to us and our licensors.

Restrictions. You agree that you will not yourself or through any third party: (i) use GnoChess in a manner that violates applicable laws or the rights of third parties, including intellectual property laws and third-party rights with respect thereto; (ii) engage in any conduct that restricts or inhibits anyone's use or enjoyment of GnoChess or which may harm us or other users of GnoChess; (iii) violate the security of GnoChess, including by using any device, software or routine that interferes with the proper functioning of GnoChess, accessing or attempting to access any systems or servers on which GnoChess is hosted, modifying or altering GnoChess in any way or forging headers, misrepresenting your identity or otherwise manipulating identifiers to deceive others; (iv) use automated data extraction tools or manual processes to extract Proprietary Materials from GnoChess; or (v) except as otherwise explicitly provided on certain Proprietary Materials that you may access through GnoChess, remove, conceal or alter any identification, copyright or other proprietary rights notices or labels on GnoChess or Proprietary Materials.

DISCLAIMER: GNOCHES AND PROPRIETARY MATERIALS ARE PROVIDED "AS-IS", "WHERE-IS" AND "AS-AVAILABLE," WITH ALL FAULTS AND WITHOUT WARRANTIES OF ANY KIND. IN NO EVENT WILL NEWTENDERMINT BE LIABLE TO YOU FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH

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Contact Us: Questions related to GnoChess and these Terms and Conditions may be directed to:

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- Email: Legal@tendermint.com
- Website: www.gno.land