

General terms and conditions of FITEQ – Teqball Creative Concept / Tender Process

These General Terms and Conditions (these GTCs) apply between any candidate (the Candidate or you) and FÉDÉRATION INTERNATIONALE DE TEQBALL (a non-profit company incorporated under the laws of Switzerland and having its registered office at chemin de Beau-Rivage 7, c/o Ametis Conseils SA, 1006 Lausanne, Switzerland, registered under registration Nr.: CHE-327.306.301; the FITEQ) in relation to the Teqball Creative Concept / Tender Process (the Tender).

1. Submitting a Teqball Creative Concept

The Candidate is either a natural person or a legal person who submits a concept (the Concept) including the following:

- (i) a plan of event(s) of Teqball competition types; and
- (ii) a media concept for Teqball

as set forth in the following documents: the Invitation to Express Interest; and the FITEQ Creative Concept Brief / Tender Process (together the Tender Documentation).

By submitting the Concept (the Submission) with the aim of participating in the Tender you accept these GTCs for the Tender. Therefore, we kindly request you that you carefully read these GTCs. These GTCs are made available to the Candidates before the submission deadline.

The Submission does not constitute any basis for payment for the benefit of the Candidate nor does it constitute the basis of any contract outside these GTCs which may be concluded with the Candidate during or following the Tender. FITEQ expressly reserves the right to reject any and all Submission by any and all candidates at its own discretion.

2. Selection process

FITEQ may at its own discretion freely decide about

- a. inviting new Candidates even after the submission deadline set out in the Tender Documentation has elapsed;
- b. the number of shortlisted Candidates;
- c. how to contact and/or conduct interviews with the Candidates (e.g. via e-mail, phone, personal meetings or video calls) and the number of contacts, interviews or any interaction with a Candidate;
- d. how to evaluate and/or rate the Concept as well as the circumstances, factors, conditions and their relevance to be considered while evaluating and/or rating the Submissions;
- e. requesting amendments, modifications, supplementations or any additional information and/or data in relation to any Submission at any time and in any form;
- f. rejecting any Submission and/or excluding a Candidate from the Tender without providing any reason at any time;
- g. the manner, timing and method whatsoever of making decisions or taking any measures in relation to any Submission;
- h. the person of the winning Candidate of the Tender;
- i. concluding any contract with any of the Candidates (including shortlisted Candidates and the winning Candidate).

3. Intellectual property

The Candidate agrees that anything created and submitted by him/her in connection with the Tender, especially the Concept (the Creations) are, or may be subject to copyright or other intellectual property protection. Copyrighted creations (e.g. text, drawing, plan, photo, film, software), databases, all intellectual property that are or may be subject to intellectual property rights (e.g. patent, utility model, trademark, geographical indication, design or any registration related to them), trade secret and know how will specifically but without limitation qualify as Creations.

The Candidate warrants that the Creations are the result of his/her own work and that there are no third party rights that would limit FITEQ in acquiring the Creations by the widest applicable scope according to the applicable laws.

If the Candidate provides a third party's intellectual property to FITEQ he/she warrants that he/she will grant FITEQ exclusive right of use without limitation in time and space and without limitation on the type and extent of use. If the third party's full and exclusive intellectual property rights, as defined above, cannot fully be ensured for any reason (are under limitations), the Candidate is obliged to notify FITEQ thereof upon submitting the Submission.

With regard to the Creations created by the Candidate in connection with the Tender depending on the nature of the intellectual property, FITEQ will acquire the widest usage and/or disposal right permitted by law and/or the economic rights of the intellectual property. FITEQ may freely dispose of the whole or any part of the intellectual work without any limitation in time and space, fully and exclusively, for the entire duration of the legal protection of the given intellectual property.

If extra steps are necessary to transfer the rights as set out in these GTCs the Candidate undertakes to make all efforts necessary in order to transfer the rights to FITEQ as widely as possible. If the Creation can be subject of industrial property right protection, the Candidate undertakes to take all reasonable steps to safeguard the ability of the Creations to be the subject of industrial property right protection.

In respect of copyright works created by the Candidate in connection with the Tender, the entirety of the economic rights will be irrevocably transferred to FITEQ by handing over the completed intellectual creation and/or by and upon submitting the Concept to FITEQ. If the work provided by the Candidate is a software, the Candidate will also transfer the source code of the software. In case of infringement by third parties, FITEQ even in its own name is entitled to act in defence of personal rights of any authors.

The award paid by FITEQ as consideration to the Candidate for the Concept and any other Creations includes the consideration for the transfer of the alienable rights (expressly, but not limited to economic rights, the right to use, etc.) associated with the intellectual property of the Creations or the consideration of usage rights, that is the royalty. By submitting the Concept and participating in the Tender, the Candidate declares that he/she has received an appropriate and proportionate consideration the amount of which is determined mutually, with respect to the Creations to be created and certain parts thereof. By submitting the Concept and participating in the Tender the Candidate declares and warrants that authors, right holders and any other contributors of the Creations have received an appropriate and proportionate consideration. If the Candidate's Submission is not shortlisted (i.e. you are not a shortlisted Candidate) the Candidate expressly waives to receive and/or claim any consideration, payment or award whatsoever from FITEQ as consideration for the Concept and any other Creations by and upon submitting the Concept and participating in the Tender, i.e. the Candidate expressly acknowledges to transfer the rights in and/or to the Concept and any other Creations as set out in these GTCs to FITEQ without any consideration.

The Candidate warrants that the use of any intellectual property is without prejudice to the copyrights and personal rights of third parties and the Candidate will be liable for any costs, damages or claims arising therefrom. The Candidate will at his or her own expense protect FITEQ against any claims concerning intellectual property rights relating to the subject of the Tender, and will indemnify FITEQ including but not limited to any legal, administrative expense, penalty or the amount of any settlement out-of-court.

The Candidate expressly agrees that he/she will not discuss the Creations and/or any part thereof with any third parties and will keep any information and/or data in relation to the Creations and/or any part

thereof strictly confidential for an indefinite period reckoned from the date when the Creation was made.

If FITEQ cancels the selection process and/or the Tender, then FITEQ will not be entitled to any further use of the Creations submitted for the purpose of the Tender, and FITEQ will not acquire any economic, usage or any other rights in relation to the Creations concerned or any part thereof.

4. Payment of awards

Upon the conclusion of the Tender FITEQ will pay an award to each shortlisted Candidate as set out in the Tender Documentation.

FITEQ will pay the award set forth in the Tender Documentation to a bank account determined by the Candidate within 30 (thirty) days of closing the Tender.

In case of legal person Candidates the award will be paid by FITEQ against an invoice duly issued and submitted by the Candidate. In case of natural person Candidates the award will be paid by FITEQ to the Candidate considering the social and other contributions and/or allowances to be paid in connection with the award under the applicable laws.

If deemed necessary by FITEQ the payment of the awards may be subject to the conclusion of a separate written agreement on the transfer of any intellectual property rights.

5. Liability

FITEQ has taken all reasonable care to ensure that any information provided by FITEQ in relation to the Tender, the Tender Documentation and any related document is accurate in all material respects. However, any such information is provided solely by way of explanation of the services which FITEQ intends to use, and neither FITEQ nor any of its representatives, agents, consultants or employees make any representation or warranty or accept any responsibility for the accuracy or completeness of any such information. Nor are they liable for any loss or damage suffered by any Candidates in reliance on such information or any subsequent communication made by FITEQ.

FITEQ will not be liable to any Candidate for any costs or losses arising in connection with any discussions with FITEQ in relation to the Tender, the Tender Documentation or the submission of any information and documentation and/or the Concept. Each Candidate will be responsible for all costs, expenses and liabilities incurred in participating with any discussions with FITEQ, the preparation of the Submission, documents, materials, any responses to requests for further information by FITEQ and any negotiation with FITEQ following receipt of the Submission by FITEQ. FITEQ will bear no liability whatsoever in this respect.

The Candidate expressly acknowledges that he/she/it may not assert any claim, damages, costs, expenses whatsoever against FITEQ or any of its representatives, agents, consultants or employees or any party acting on behalf of FITEQ in relation to the Tender for any reason. In no case may the Candidate challenge any decision or measure whatsoever made and/or taken by FITEQ or any of its representatives, agents, consultants or employees or any party acting on behalf of FITEQ in relation to the Tender. By submitting the Submission the Candidate unconditionally and irrevocably waives any of his/her/its rights he/she/it may have, assert or enforce against FITEQ or any of its representatives, agents, consultants or employees or any party acting on behalf of FITEQ in relation to the Tender.

6. Confidentiality

The Candidate agrees that:

- a. He/she/it (and his/her/its officers, employees, agents and advisers) will keep confidential the terms of these GTCs, the Tender Documentation and any information relating to affairs or business of FITEQ which comes into his/her possession in relation to these GTCs, the Tender Documentation or the Tender (the Confidential Information);

- b. He/she/it will not disclose Confidential Information (or any parts of it) to any third party without the express prior written consent of FITEQ, which may be given or withheld at FITEQ's absolute discretion (save, where required by the applicable law);
- c. He/she/it will only be entitled to use Confidential Information for the purpose of the Tender or the Tender Documentation; and
- d. He/she/it will not discuss the financial terms of these GTCs or the Tender Documentation with any other Candidates.

Each Candidate is strictly prohibited from making any form of public announcement or statement relating directly or indirectly to the Tender, the Tender Documentation, FITEQ, and/or any FITEQ competition (whether he/she/it is rejected, invited to participate in the Tender or not or whether he/she/it has submitted any Concept, document or not) without the express prior written consent of FITEQ, which may be given or withheld in FITEQ's absolute discretion.

The confidentiality obligations herein fully bound the Candidate for an indefinite period after the closing of the Tender.

7. Amendment and cancellation

FITEQ expressly reserves the right to

- a. amend or supplement any rules set up in these GTCs, the Tender Documentation; and
- b. cancel the selection process and/or the Tender at any time.

If the selection process and/or the Tender is cancelled:

- a. it may be restarted at any time and any given interested Candidate may or may not be invited to participate in the new selection process, at FITEQ's absolute discretion; and
- b. FITEQ will not pay the award to the Candidates as set out in the Tender Documentation and the Candidate will not be entitled to claim the payment of the award.