

## **Terms and Conditions.**

Version: 08.09.2023

### **1. Preamble**

TenPinCam Platform has been created to provide game facilities to the ten pin bowling players within the framework of sports and entertainment formats.

The Platform is designed for the bowling development as a sport, accessible and uniting.

The principle of TenPinCam project is based on the application of technical aids (video cameras, Internet network, user's device) for online playing worldwide.

The game scores depend exclusively on the player's skills (Game of Skill).

The users of the platform play bowling on lanes of bowling centres equipped with a set of TenPinCam video cameras, the game scores are recorded and controlled through the TenPinCam platform interface.

The game is run in compliance with the rules of the World Bowling.

### **2. Platform Users**

2.1. TenPinCam Platform is designed for:

2.1.1. professional players within the framework of participation in tournaments;

2.1.2. amateurs as online play entertainment formats;

2.1.3. bowling centres as provision of ancillary services to their clients and clientele expansion;

2.1.4. referees within the framework of work on enforcement of compliance with the rules;

2.1.5. tournament administrators within the framework of tournament management.

2.2. Within the framework of game formats, which may imply involvement of funds, there are age limits in reliance upon the laws of the User's country / state.

### **3. Key terms and definitions**

3.1. Platform means the TenPinCam online system with the functionality to offer play facilities for bowling fans within the framework of sport and entertainment formats.

3.2. User means a person, which has been registered and verified, who uses the Platform in pursuance of the concluded Service Agreement.

3.3. Service means the activity implemented by the Platform as to the User, by applying the available functionality.

3.4. Subscription means an agreement between the User and the Platform on the Service maintaining.

3.5. Tariff means a fixed charge within the framework of a certain Subscription.

3.6. Play means a bowling competition based on display of skills by the participants (game of skill).

3.7. Game means a play consisting of 10 frames.

3.8. Match means a play consisting of one or several games.

3.9. Gaming session means the status of connection to the system during which one or more matches can be played.

3.10. Alley means the equipped according to the technical specification lane in a bowling centre, which is the Platform User.

- 3.11. System Administrator means a responsible person of the TenPinCam Platform, who manages the system operation.
- 3.12. Money Prize – money prize paid by platform the User, according to the corresponding Tournament Schedule.
- 3.13. Referral Program – a way of earning rewards by inviting the User's friends to join the Platform.

#### **4. Subscription**

- 4.1. The Platform Users are provided with certain subscription parameters depending on the Tariff.
- 4.2. A Player may choose one of the offered Subscription type and corresponding Tariffs:
- 4.2.1. Tariff Premium:
- 4.2.1.1. Save & review records of your games.
- 4.2.1.2. Available data storage - 10GB.
- 4.2.1.3. Participation in Premium tournaments.
- 4.2.1.4. The monthly fee is indicated in the Service interface at the time of payment. The user agrees to the automatic monthly payment until the automatic charging is canceled.
- 4.3. A user has the right to choose none of the subscription types, by reserving access to the User Account and email box, furthermore, the opportunity to watch certain plays as a Viewer.
- 4.4. A player may activate any Subscription type any time without restrictions.
- 4.5. A player may opt-out of Subscription any time, by taking into consideration the restrictions (Refer to Service Cancellation Section).
- 4.6. Upon activation of Subscription the funds are debited from the User's e-wallet for the entire period of using the Service.
- 4.7. After expiration of the subscription, it shall be extended automatically, unless the User has chosen another option.
- 4.8. The subscription tariffs do not apply to such users as Referee, Bowling Centre.
- 4.9. During the purchase of the Subscription the option of Automatic Renewal works. In such case, the system will work in the following way:
- 4.9.1. On the last day of subscription, the system will automatically charge the user account for the next month.
- 4.9.2. If the charge was unsuccessful – the Automatic Renewal service will be canceled & access to the services will be closed. The user would have to purchase the new subscription to activate the services.
- 4.10. Subscription Service Cancellation.
- 4.10.1. The user is eligible to cancel the subscription Renewal service at any time by selecting the option in his Personal Account or in Subscriptions settings of Apple ID on IOS. In case of the cancellation, the user can access the services until the last day of the paid subscription term. The user may also cancel the Automatic Renewal at any time.
- 4.10.2. If the user has canceled the subscription, his data archive will be stored in the system for another 30 days, after this term the data will be automatically deleted. Within 30 days after cancellation the user can purchase the subscription to restore the access to his data archive.

#### **5. Registration**

- 5.1. To get a User status it is necessary to register on the Platform.

5.2. At registration, it is necessary to specify all personal data requested by the system (Refer to Personal Data Protection Section), download the User's photo, also specify the User name in the system and the password.

5.3. For full – featured registration it is recommended to specify additional data in the player's questionnaire.

5.4. At registration a User needs to get acquainted with these rules, as well as with the Cancellation Policy, Privacy Policy and accept thereof.

5.5. For registration a User may specify own data only.

If it is established that a third – party data was used at registration, the System Administrator is eligible to lockdown the profile and void all activities on the Platform.

5.6. Users are allowed to register one profile only. If it is established that more than one profile belongs to the User, the System Administrator shall be eligible to lockdown the profile and void all activities on the Platform.

## **6. User Account**

6.1. A User Account page is available to all registered users with an activated profile.

6.2. A User Account may be used only by the person who has registered this profile.

6.3. A user undertakes to keep secret the access password to the User Account and not disclose thereof to third parties.

6.4. If the profile is hacked, the User is to contact the System Administrator forthwith with a request to lockdown the profile for further investigation.

6.5. If a password is lost, the User may use the recovery function.

6.6. A User Account consists of the following information:

- Personal data – questionnaire details of the user;
- My Games – information concerning user's games (archive), pending applications for plays from opponents, current created tournaments.
- Cash – the status of e-wallet, balance of funds, transactions, funds redemption and e-wallet replenishment functions;
- Bowling centres – information concerning bowling centres where the Platform opportunities are accessible.
- Email box – notification system, administrators of tournaments and referees, decisions on protests, communication between the players.

6.7. The tool for the settlement of accounts between the Player and the Platform is the Payment System.

6.8. The Platform can use various third-party Payment Systems. The application instructions are determined by the Payment System operator. A user concludes with the operator a separate user agreement in the course of registration of own account with the Payment System.

## **7. Playing games**

7.1. The Platform game window consists of:

7.1.1. Camera block

7.1.2. Scoring block

7.1.3. Chat block

7.1.4. Settings block

7.2. In Battles the camera block consists of three images of cameras of an opponent that are directed accordingly at the pinsetter, scores screen and at the tournament area, as well as the same pictures of the Player's cameras. The block implies a possibility to switch between cameras of the Player and cameras of the fellow player, furthermore, to use a video archive. The scores screen can be integrated into the Platform.

7.3. The Scoring block represents the tournament results of the Player. The scoring block of the opponent is included when the game format is a Battle.

7.4. The Chat block contains notifications of the Platform, furthermore, implies a possibility of interactions between the Users.

7.5. The gameplay in any format implies an online game, completion of forms of own scores and mutual control between opponents.

7.6. In Battle format the Players bowl in turns, one frame at a time. While the Player is bowling, the fellow player can watch the process on cameras.

7.7. Once bowled, the Player has to enter his scores to the relevant block and confirm its correctness by clicking on "Save" button.

7.8. Where the score was entered wrongly until confirmation, it can be corrected, by re-entering correct data.

7.9. Where the score is entered wrongly and has been confirmed, it can be corrected at any time of the game, by adding comments. In Battle format thereafter the fellow player shall be notified of the correction. The fellow player, in his turn, can agree to the correction or disagree (Refer to Protests Section).

7.10. In Battle format once the scores of the Player have been entered and confirmed the turn goes over to the opponent.

7.11. The sequence of bowling is monitored by the Platform. The Player receives audio and visual notification that the turn has come over to him.

7.12. For each frame (the 10th frame inclusive) the Player is given the time limit which depends on the Match format. During this period the Player must complete his frame, enter his score and confirm it. If the format is Battle the Player also must ensure the correctness of the entered score of the preceding frame of the opponent.

7.13. Where the Player fails to confirm the frame score in time subject to the rules, upon expiry of the time the Player receives a yellow card. In case of a repeated delay of frame in excess of 5 minutes (after receiving a yellow card in the same frame or in any other subsequent shots of this game) the Player shall receive a defeat.

7.14. Where the Player fails to complete the frame in time subject to the rules, upon expiry of the time the Player receives a yellow card and additional 5 minutes to complete the frame. If this card is already the second one in this frame or the Player fails to complete the frame within the additional time limit, the Player shall receive a defeat.

7.15. Where the reason for such delay was a malfunction, the time-out rule shall take effect (Refer to Malfunction Section).

## **8. Alley**

8.1. One or several lanes in the bowling alley has to be equipped with the TenPinCam certified camera system subject to the rules. A set of equipment is provided to a bowling centre by the TenPinCam Platform subject to agreement on a case-by-case basis. In a bowling centre on at least one or several lanes the below set of equipment is to be installed:

8.1.1. The WiFi access point named TenPinCam.com, with the video cameras connected through this point.

- 8.1.2. General View camera.
- 8.1.3. Pinsetter camera.
- 8.1.4. Scoring camera. In case the bowling center scoring system is integrated with the TenPiCam platform, the Scoring Camera is not required.
- 8.2. The lane oil pattern is not regulated and can be used in whatever configuration at the discretion of the Player.
- 8.3. The lane coating cannot be performed during the game session. In the Match consists of several games, the lane coating cannot be performed between the games.
- 8.4. An operative foul line is not a compulsory condition for the alley. Nevertheless, if a foul is noted by a fellow player and can be distinguished on cameras, the result of a shot shall not be counted.
- 8.5. The change of the ball surfaces is not regulated and can be used any time of a game at the discretion of the Player.
- 8.6. The players uniform is not regulated.

## **9. Malfunction**

- 9.1. Malfunction implies one of the listed below:
  - 9.1.1. Stop (switching off) of a lane
  - 9.1.2. Inoperative scoreboard screen
  - 9.1.3. Inoperative camera
  - 9.1.4. Lost connection, network failure
  - 9.1.5. Other malfunctions
- 9.2. In case of a technical failure the Player may ask a technical time-out.
- 9.3. Upon correction of the malfunction, the match shall be resumed by preserving all standard time limits.
- 9.4. In case of a repeated malfunction during one and the same game, such malfunction must be rectified within 5 minutes dedicated to complete the frame.
- 9.5. Where it is impossible to rectify a malfunction within the time established, the Player shall receive a defeat. It is not allowed to transfer the game to another lane or replay the match.
- 9.6. Responsibility for the technical condition of the alley rests with the Player. The Platform bears no responsibility for the consequences as a result of malfunctions of alleys.

## **10. Disciplinary Responsibility**

- 10.1. During a game session, the Users are prohibited to:
  - 10.1.1. Insult other Users in the chat, also to use rude gestures.
  - 10.1.2. Incite the fellow player to cheating, manipulation of scores, any other violation of game rules.
  - 10.1.3. Disregard other rules of the regulation.
- 10.2. In case of violation of any of the rules the Player shall receive a defeat in the entire match. The Player's case shall be submitted for consideration to the Disciplinary Committee, where the disqualification matter shall be considered.
- 10.3. During the play the Player shall follow the Fair Play principles.
- 10.4. The Disciplinary Committee consists of the System Administrator, Head of the Referee's Committee, as well as of all referees of tournaments, if any.

## **11. Protests**

11.1. Protests are considered in two modes – online and offline – depending on the tournament settings.

11.2. Protests are considered in the Battle mode and in Tournaments matches.

11.3. Where a protest is lodged, the fellow player receives a notification. If a protest concerns correction of the score and the fellow player agrees with the statement, then after correction the Platform offers the Players to confirm the match result again.

11.4. Where a protest is considered in an offline mode, the Referee shall take a decision within 48 hours and communicate his decision to the Players.

11.6. Where a protest is considered in an online mode, the Referee shall take a decision within 15 minutes and communicate his decision to the Players. In such event the Referee's decision shall not be subject to appeal.

## **12. Battle Format**

12.1. The Battle format offers an opportunity to two Players to compete against each other.

12.2. A Player may create own Battle or participate in already created one.

12.3. Just two Players can participate in one Battle.

12.4. One Player can simultaneously participate in one Battle only.

12.5. At the creation of a Battle the Player chooses the following parameters:

12.5.1. Number of wins is the number of games to be won to win the Battle – from 1 to 5.

12.5.2. Date and time of play

12.5.2.1. Now – the Battle is accessible to opponents immediately after confirmation of settings;

12.5.2.2. Choose another date – the Battle is accessible as from the time specified.

12.6. In creation of a Battle the Player has to choose the Bowling Centre and the lane from among the offered list, on which he is going to play.

12.7. Once the Battle has been created, it appears on the general list of accessible games, also the Battle Game List reflects completed games.

12.8. The Battle Game List reflects the game creator, his rating, the quantity of games and comments of the Battle creator.

12.9. A Player, who wishes to participate in already created Battle, can choose one Battle from among the general game list and send the invitation.

12.10. A Player, who has created the Battle, may accept or deny the invitation received. Where the invitation is accepted, the Battle becomes inaccessible for other Players and disappears from the general game list. Where the invitation is rejected, the Battle remains accessible for the Players.

12.11. In the battle format no tie score is allowed – in case of a tie score in 10 frames the 10th shot shall be canceled, and the Platform shall appoint a play-off.

## **13. Tournaments format**

13.1. The Tournament format offers an opportunity to many Players to compete against each other.

13.2. A Player may create his own Tournament (Open Challenge) or participate in already created one.

- 13.3. The tournament can be organized by the Platform or any Player.
- 13.4. One Player can simultaneously participate in one Tournament only.
- 13.5. To participate in Tournaments the Player has to choose the Bowling Centre and the lane from among the offered list, on which he is going to play.
- 13.6. Once the Tournament has been created, it appears on the general list of accessible games, also the Tournaments List reflects completed ones.
- 13.7. The Tournaments contain the rules and full description in the information section: dates, number of games, total number of entries.

#### **14. Rating**

- 14.1. Within the Platform framework the basic personal rating (PR) and activity rating (AR) apply to each role of the Users. For certain roles there is also the qualifying rating (QR).
- 14.2. Within the Platform framework there is a system of achievements.
- 14.3. The Platform affords also informal statistical ratings (average score, wins in tournaments etc.).
- 14.4. The personal rating of a Player consists of the average assessment by other Players, from 0 to 5.
- 14.5. After each match a Player may assess the fellow player according to the scale from 0 to 5, by taking into consideration the ethics of play and conduct of the fellow player. At the stage of activation of the Player's profile the assessment by the opponent is a compulsory condition.
- 14.6. The Platform affords the opportunity to leave more complete testimonial on the fellow player after the play, by using a designated form.

#### **15. Platform Rights**

- 15.1. The Platform has the right to send Users information by e-mail.
- 15.2. The Platform is an owner of the video archive and has the right to place video of the games or the fragments in its social networks and on website [www.tenpin.cam.com](http://www.tenpin.cam.com).

#### **16. Referral Program**

- 16.1. Each new Platform user can only be referred via one referral mode. If a new User registers for a Platform account via another User, the User who invited them will be eligible for a reward, if the invited User plays at least one game under the Tournament Format (Refer to Tournament Format section).
- 16.2. The amount of referral-reward is set at EUR 10.00 per referred User.
- 16.3. All rewards are distributed in the form of balance of funds in the User's TenPinCam account.
- 16.4. The rewards for eligible referrals shall be distributed by the Platform to the User's TenPinCam account in 14 days.
- 16.5. Referral rewards can be withdrawn from the Platform.
- 16.6. Each User can refer an unlimited number of other Users. The more Users referred, the more rewards the User gets.
- 16.7. Referred Users need to complete all steps mentioned in sections 5 of these Terms and Conditions, otherwise, the referring User may not be eligible for the reward.

16.8. TenPinCam reserves the right to disqualify Users from participating in the Referral Program and revoke any reward from Users who engage in dishonest or abusive activities to earn referral rewards. This includes bulk User account registrations to obtain additional rewards, usage of “phishing” websites containing referral links, posting referral links as advertisements on search engines, and any other activity associated with unlawful, fraudulent, or harmful purposes.

16.9. TenPinCam reserves the right to cancel or amend any rules of the Referral Program at its own discretion.

16.10. All Users shall strictly abide these Terms and Conditions. Any breach of the Terms and Conditions will disqualify the User from earning referral rewards.

16.11. TenPinCam has the sole discretion to determine and decide whether a User is entitled to earn any referral rewards, and reserves the right to amend these Terms and Conditions from time to time.