POLK SCHOLASTIC CHESS, INC. • A FLORIDA NOT-FOR-PROFIT CORPORATION

Terms & Conditions

Use of the website, registration, events, payments, release of liability and governing law

Please read these Terms carefully. They are a binding agreement between you and Polk Scholastic Chess, Inc. ("**PSC**", "**we**", "**us**"). They include an **assumption of risk and release of liability** (Section 9), a **limitation of liability** (Section 12), and an agreement that **any dispute will be decided only by the state courts of Polk County, Florida, sitting in Bartow, without a jury** (Section 15). By using our website, creating an account, registering a player, volunteering, applying for a scholarship or attending a PSC event, you agree to these Terms. If you do not agree, do not use the website or take part in our events.

1. Who we are and what these Terms cover

Polk Scholastic Chess, Inc. is a Florida not-for-profit corporation and a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code. We are run by volunteers and organize scholastic chess tournaments for students in Polk County, Florida. These Terms apply to:

- our website at polkscholasticchess.com and any related address, page, form, download, email or online service we operate (the "**Site**");
- player registration, coach and school accounts, volunteer and scholarship applications, newsletters, donations and sponsorships; and
- tournaments, the March Championship, award ceremonies and any other event we organize or host (each an "**Event**").

Our **Privacy Policy** explains how we collect and use personal information and is part of these Terms. Event rules, the Players' and Coaches' Manual, registration pages and venue rules (together, the "**Event Rules**") also apply and are part of these Terms. If an Event Rule conflicts with these Terms, these Terms control unless the Event Rule expressly says otherwise.

2. Who may use the Site and accept these Terms

- You must be at least 18 years old, or the age of majority where you live, to create an account, register a player, make a payment or accept these Terms.
- A **parent or legal guardian** must register any player under 18 and accepts these Terms on the player's behalf and on the parent's or guardian's own behalf. By registering a player you confirm that you are that player's parent or legal guardian and have the legal authority to agree for the player.
- Children under 13 may use the public pages of the Site only with a parent's or guardian's supervision and may not submit personal information to us themselves.
- A coach, teacher or school official who registers or manages players confirms that he or she is authorized by the school and by each player's parent or guardian to do so.

3. Accounts and security

Coach, volunteer and administrator accounts are personal and may not be shared. You are responsible for keeping your password and any two-step verification device secure and for all activity under your account. Tell us promptly through the Contact page if you believe your account has been used without permission. We may suspend or close any account, at any time and without notice, to protect players, the Site or our Events.

4. Acceptable use of the Site

You agree not to:

- give false, misleading or another person's information, or register a player without the parent's or guardian's authority;
- copy, scrape, harvest or collect information about players, families, coaches or volunteers, or use the Site to contact them for any purpose other than PSC business;
- upload or send anything unlawful, threatening, harassing, defamatory, obscene, hateful, infringing, or that contains viruses or other harmful code;
- try to get into any part of the Site, account or system you are not authorized to use, probe or test its security, or bypass our security checks or CAPTCHA;
- overload, disrupt or interfere with the Site, including through bots, automated submissions or denial-of-service attacks; or
- use the Site for advertising, fundraising for others, political campaigning or any commercial purpose without our written permission.

We may remove content, block access, cancel registrations and report suspected unlawful activity to the authorities.

5. Registration, eligibility and Event participation

- **Accurate information.** You must give complete and accurate player information (name, school, grade, date of birth and contact details) and keep it up to date. We may change a player's division, adjust a rating or cancel a registration that is inaccurate, duplicated or ineligible.
- **Capacity and acceptance.** Registration is limited, is first-come, first-served, and is complete only when we confirm it. We may close registration early, set waiting lists, and refuse or cancel any registration in our reasonable discretion.
- **Rules and decisions.** Games are played under the Event Rules. Pairings, results, ratings, qualification for the Championship, awards and the resolution of any dispute during an Event are decided by the tournament director and the Board of Directors, and their decisions are final.
- **Conduct.** Players, parents, coaches, spectators and volunteers must behave respectfully and follow the Event Rules, the directions of PSC volunteers and the venue's rules. We may remove anyone from an Event, forfeit games, withhold awards, or refuse future participation for misconduct, cheating, use of electronic devices where they are not allowed, or behavior that endangers or disrupts others. No refund is due in those cases.
- **Changes and cancellations.** We may change dates, times, venues, formats, rounds, divisions and awards, or postpone or cancel an Event, for any reason, including weather, venue availability, public-health orders or safety concerns.

6. Supervision of children

PSC does not provide childcare or supervision. Parents and guardians — or the school coach or chaperone they designate — are solely responsible for supervising their children at all times before, during, between and after rounds, including in the hall, lobby, restrooms, parking areas, food areas and outdoors, and for transporting them to and from the Event. Players may not leave the venue without their parent, guardian or designated adult.

7. Fees, payments and refunds

- Fees are those shown on the registration page for the season. Payments are processed by PayPal or another payment provider we choose; we do not receive or store your full card or bank details, and your payment is also subject to the provider's terms.
- **Refunds.** Unless the registration page for the season says otherwise, entry fees are **non-refundable**, including when a player does not attend, arrives late, withdraws, is moved to a different division, or is removed for misconduct. If we cancel an entire tournament and do not

reschedule it, we will, at our choice, refund the fee for that tournament or credit it toward a future PSC event. Any refund is limited to the amount you paid us for that tournament.

- You agree not to dispute or charge back a valid payment with your bank or PayPal. If you do, we may cancel the related registration and recover the amount and any fees we are charged.
- Donations are voluntary, are generally non-refundable, and are tax-deductible only to the extent allowed by law. We do not provide tax advice.

8. Results, photographs and publicity

- **Results are public.** As is customary in scholastic chess, we publish pairings, standings, results, ratings, qualifier lists and award winners, which may include a player's name, school, grade, division and score, on the Site, in newsletters, at Events and on social media.
- **Photographs.** Events are public gatherings. We publish photographs or video of a minor on the Site or social media only if the parent or guardian has given photo permission at registration, and we never caption a minor's photograph with his or her full name. Media and other attendees may take their own photographs, which we do not control. Parents may withdraw photo permission at any time through the Contact page, and we will remove the photograph from the Site within a reasonable time.
- Adults who appear at Events, and adult board members and volunteers who provide a photograph or biography, permit us to use it on the Site and in our materials.

9. Assumption of risk, release of liability and indemnity

Taking part in or attending an Event involves travel, crowds, parking lots and roads, food sold by independent vendors, and the condition of a facility we do not own. You understand these risks and voluntarily accept them for yourself and, if you are a parent or guardian, for your child.

Release. To the fullest extent permitted by Florida law, you — for yourself, your child, and your heirs and representatives — release, waive and agree not to sue Polk Scholastic Chess, Inc., its directors, officers, volunteers, members, sponsors and agents (the "**Released Parties**"), and the owner and operator of any Event venue, from any claim, loss or liability arising out of or related to the Site or any Event, including personal injury, illness, death, or loss of or damage to property, **except** to the extent caused by a Released Party's gross negligence or intentional misconduct.

Indemnity. You agree to defend, indemnify and hold harmless the Released Parties from any claim, demand, loss, damage, cost or expense (including reasonable attorneys' fees) arising out of your or your child's use of the Site, participation in or conduct at an Event, breach of these Terms, or violation of any law or the rights of another person.

Notice to the minor child's natural guardian (section 744.301(3), Florida Statutes)

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF POLK SCHOLASTIC CHESS, INC., ITS DIRECTORS, OFFICERS, VOLUNTEERS AND AGENTS USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM POLK SCHOLASTIC CHESS, INC., ITS DIRECTORS, OFFICERS, VOLUNTEERS AND AGENTS IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND POLK SCHOLASTIC CHESS, INC. HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

A parent or guardian signs this notice and release electronically by ticking the agreement box and typing his or her initials when registering a player. An electronic signature has the same effect as a handwritten signature (section 668.50, Florida Statutes).

10. Content you send us

When you send us a message, application, essay, photograph, biography or other material ("**Your Content**"), you confirm that you have the right to send it and that it is accurate and lawful. You give PSC a non-exclusive, royalty-free, worldwide license to use, copy, store, display and adapt Your Content to run the Site, conduct Events, review applications and promote our mission, consistent with our Privacy Policy. Scholarship essays are used only for judging and, with the applicant's permission, for recognition of award winners.

11. Our content, trademarks and third-party services

- The Site, its design, text, graphics, logos and software are owned by PSC or our licensors and are protected by copyright and trademark law. You may view and print pages for personal, non-commercial use and share results with credit to PSC. Any other use requires our written permission. "Polk Scholastic Chess" and our logo are our marks.
- The Site links to or uses services run by others (for example PayPal, Cloudflare, Google Maps, social-media sites and email providers). We do not control and are not responsible for them, their content or their privacy practices; your use of them is at your own risk and under their terms.
- If you believe material on the Site infringes your copyright, send us a notice through the Contact page identifying the work and the material, and we will respond promptly.

12. Disclaimers and limitation of liability

THE SITE, ITS CONTENT AND ALL EVENTS ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE FULLEST EXTENT PERMITTED BY LAW, PSC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY AND NON-INFRINGEMENT. WE DO NOT PROMISE THAT THE SITE WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE, OR THAT RESULTS, RATINGS OR OTHER INFORMATION ARE COMPLETE OR CORRECT; WE MAY CORRECT THEM AT ANY TIME.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE RELEASED PARTIES WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR LOST DATA, PROFITS OR OPPORTUNITIES (INCLUDING SCHOLARSHIPS, AWARDS OR QUALIFICATION), EVEN IF ADVISED OF THEIR POSSIBILITY. THE TOTAL LIABILITY OF THE RELEASED PARTIES FOR ALL CLAIMS RELATED TO THE SITE OR ANY EVENT IS LIMITED TO THE GREATER OF THE AMOUNT YOU PAID PSC IN THE TWELVE MONTHS BEFORE THE CLAIM AROSE OR ONE HUNDRED U.S. DOLLARS (US $100). Nothing in these Terms limits liability that cannot be limited under Florida law.

Our directors, officers and volunteers serve without compensation and have the protections given to them by law, including the federal Volunteer Protection Act of 1997 (42 U.S.C. § 14501 and following) and section 768.1355, Florida Statutes.

13. Scholarships, awards and volunteers

Scholarships, awards and service-hour letters are given at the sole discretion of the Board of Directors under the criteria published for that season. Applying does not guarantee an award, decisions are final, and we may change or withdraw a program at any time. Volunteers are not employees of PSC and are not entitled to compensation or benefits.

14. Changes, suspension and termination

We may change these Terms at any time by posting a new version on the Site with a new "Last updated" date. Changes apply from the date posted, except that they do not apply to a dispute that arose before the change. Continuing to use the Site or to take part in Events after a change means you accept it. We may change, suspend or discontinue any part of the Site or any program at any time.

15. Governing law; exclusive venue in Bartow, Florida; jury waiver

- **Governing law.** These Terms, the Site, all Events and every dispute between you (or your child) and PSC or any Released Party are governed by the laws of the State of Florida and applicable federal law, without regard to conflict-of-laws rules.
- **Talk to us first.** Before starting any legal proceeding, you agree to send us a written description of the dispute through the Contact page or to our mailing address, and to try in good faith to resolve it with the Board of Directors for at least thirty (30) days.
- **Exclusive venue — Bartow, Polk County, Florida.** Any lawsuit, claim or proceeding of any kind arising out of or relating to these Terms, the Site, any Event or PSC must be filed and decided **exclusively** in the County Court or the Circuit Court of the Tenth Judicial Circuit in and for Polk County, Florida, sitting at the Polk County Courthouse in **Bartow, Florida**. You and PSC each consent to the personal jurisdiction of those courts, agree that venue there is proper and convenient, and waive any objection to it, including any claim of inconvenient forum. If a claim can be heard only by a federal court, it must be brought in the federal court with jurisdiction over Polk County, Florida.
- **Small claims.** Either party may bring an individual claim within the small-claims limit in the Polk County Court in Bartow.
- **JURY TRIAL WAIVER.** TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AND PSC EACH KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATING TO THESE TERMS, THE SITE OR ANY EVENT.
- **No class actions.** To the fullest extent permitted by law, claims may be brought only in an individual capacity and not as a plaintiff or class member in any class, collective or representative proceeding.
- **Attorneys' fees.** In any proceeding to enforce these Terms, the prevailing party is entitled to recover its reasonable attorneys' fees and costs.

16. General

- These Terms, the Privacy Policy and the Event Rules are the entire agreement between you and PSC about their subject and replace any earlier version.
- If any provision is found unenforceable, it will be enforced to the maximum extent permitted and the rest of these Terms remain in full effect; in particular, if any part of the release in Section 9 is unenforceable, the remainder of the release still applies.
- Our failure to enforce a provision is not a waiver. You may not transfer your rights under these Terms; we may transfer ours to a successor organization.
- Sections 6 through 12, 15 and 16 survive the end of your use of the Site or participation in any Event.
- Headings are for convenience only. "Including" means "including without limitation."

17. Contact and legal notices

Questions about these Terms can be sent through the contact form at **polkscholasticchess.com/contact**. Formal legal notices to PSC must be in writing and mailed to Polk Scholastic Chess, Inc., Attention: President, at the mailing address shown on the Contact page of the Site.

Last updated November 17, 2026. This version replaces the "Privacy Policy and Terms of Use" dated August 2012. Our Privacy Policy is now a separate document.