

## TERMS AND CONDITION

Last Updated On 8th August 2019

1. Loftleague is the core product of DDM Tech Private Limited ("Loftleague"). Through Loftleague, along with its sub-pages offers sports based online fantasy games. LoftLeague as used herein shall be construed as a collective reference to Loftleague.com and the Loftleague App.

### 2. USAGE OF LOFTLEAGUE

Any person utilizing Loftleague.com or Loftleague App ("User") or for availing the online information and database retrieval services including gaming services, offered therein ("Loftleague Services") including participation in the various teams and, games (including fantasy games), being conducted on Loftleague (Teams) shall be bound by these Terms and Conditions, and all other rules, regulations and terms of use referred to herein or provided by Loftleague in relation to any Loftleague Services.

Loftleague shall be entitled to modify these Terms and Conditions, rules, regulations and terms of use referred to herein or provided by Loftleague.com in relation to any Loftleague Services, at any time, by posting the same on Loftleague. Use of Loftleague constitutes the User's acceptance of such Terms and Conditions, rules, regulations and terms of use referred to here in or provided by Loftleague in relation to any Loftleague Services, as may be amended from time to time. Loftleague may also notify the User of any change or modification in these Terms and Conditions, rules, regulations and terms of use referred to herein or provided by Loftleague, by way of sending them an email on their User's registered email address or posting notifications in the User accounts. The User may then exercise the options provided in such an email or notification to indicate non-acceptance of the modified Terms and Conditions, rules, regulations and terms of use referred to herein or provided by Loftleague. If such options are not exercised by the User within the time frame prescribed in the email or notification, the User will be deemed to have accepted the modified Terms and Conditions, rules, regulations and terms of use referred to herein or provided by Loftleague.

Certain Loftleague Services being provided on Loftleague may be subject to additional rules and regulations set down in that respect. To the extent that these Terms and Conditions are inconsistent with the additional conditions set down, the additional conditions shall prevail.

Loftleague may, at its sole and absolute discretion :

- Restrict, suspend, or terminate any User's access to all or any part of Loftleague or Loftleague Services.
- Change, suspend, or discontinue all or any part of the Loftleague Services.
- Reject, move, or remove any material that may be submitted by a User.
- Move or remove any content that is available on Loftleague.
- Deactivate or delete a User's account and all related information and files on the account.
- Establish general practices and limits concerning use of Loftleague.
- Revise or make additions to the roster of players available for selection in a match Teams on account of revisions to the roster of players involved in the relevant Sports Event.
- Assign its rights and liabilities to all User accounts hereunder to any entity (post intimation of such assignment shall be sent to all Users to their registered email ids).

In the event any User breaches, or Loftleague reasonably believes that such User has breached these Terms and Conditions, or has illegally or improperly used Loftleague or Loftleague Services, Loftleague may, at its sole and absolute discretion, and without any notice to the User, restrict, suspend or terminate such User's access to all or any part of Loftleague or Loftleague Services, deactivate or delete the User's account and all related information on the account, delete any content posted by the User on Loftleague and further, take technical and legal steps as it deems necessary.

If Loftleague charges its user a fees in respect to any Loftleague services, Loftleague, shall without any delay repay such fees in the event of suspension or removal or the user account or Loftleague services on account of any negligence or deficiency on the part of Loftleague. but not if such suspension or removal is affected due to:

- Any breach or inadequate performance by the User of any of these Terms and Conditions. or
- Any circumstances beyond the reasonable control of Loftleague.

Users consent to receiving communications such as announcements, administrative messages and advertisements from Loftleague or any of its partners, licensor's or associates.

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### 3. INTELLECTUAL PROPERTY

- Loftleague includes a combination of content created by Loftleague, its partners, licensors, associates and/or Users. The intellectual property rights ("Intellectual Property Rights") in all software underlying Loftleague and the Loftleague Services and material published on Loftleague.com, including (but not limited to) games, Contests, software, advertisements, written content, photographs, graphics, images, illustrations, marks, logos, audio or video clippings and Flash animation, is owned by Loftleague, its partners, licensors and/or associates. Users may not modify, publish, transmit, participate in the transfer or sale of, reproduce, create derivative works of, distribute, publicly perform, publicly display, or in any way exploit any of the materials or content on Loftleague.com either in whole or in part without express written license from Loftleague.
- Users may request permission to use any Loftleague content by writing in to Loftleague Helpdesk.
- Users are solely responsible for all materials (whether publicly posted or privately transmitted) that they upload, post, e-mail, transmit, or otherwise make available on Loftleague.com ("Users' Content"). Each User represents and warrants that he/she owns all Intellectual Property Rights in the User's Content and that no part of the User's Content infringes any third party rights. Users further confirm and undertake to not display or use of the names, logos, marks, labels, trademarks, copyrights or intellectual and proprietary rights of any third party on Loftleague. Users agree to indemnify and hold harmless Loftleague, its directors, employees, affiliates and assigns against all costs, damages, loss and harm including towards litigation costs and counsel fees, in respect of any third party claims that may be initiated including for infringement of Intellectual Property Rights arising out of such display or use of the names, logos, marks, labels, trademarks, copyrights or intellectual and proprietary rights on Loftleague, by such User or through the User's commissions or omissions.
- Users hereby grant to Loftleague and its affiliates, partners, licensors and associates a worldwide, irrevocable, royalty-free, non-exclusive, sub-licensable license to use, reproduce, create derivative works of, distribute, publicly perform, publicly display, transfer, transmit, and/or publish Users' Content for any of the following purposes :
  - displaying Users' Content on Loftleague
  - distributing Users' Content, either electronically or via other media, to other Users seeking to download or otherwise acquire it, and/or
  - Storing Users' Content in a remote database accessible by end users, for a charge.
  - This license shall apply to the distribution and the storage of Users' Content in any form, medium, or technology.
  - All names, logos, marks, labels, trademarks, copyrights or intellectual and proprietary rights on Loftleague(s) belonging to any person (including User), entity or third party are recognized as proprietary to the respective owners and any claims, controversy or issues against these names, logos, marks, labels, trademarks, copyrights or intellectual and proprietary rights must be directly addressed to the respective parties under notice to Loftleague.

### 4. THIRD PARTY SITES, SERVICES AND PRODUCTS

Loftleague may contain links to other Internet sites owned and operated by third parties. Users' use of each of those sites is subject to the conditions, if any, posted by the sites. Loftleague does not exercise control over any Internet sites apart from Loftleague and cannot be held responsible for any content residing in any third-party Internet site. Loftleague inclusion of third-party content or links to third-party Internet sites is not an endorsement by Loftleague of such third-party Internet site.

Users' correspondence, transactions or related activities with third parties, including payment providers and verification service providers, are solely between the User and that third party. Users' correspondence, transactions and usage of the services of such third party shall be subject to the terms and conditions, policies and other service terms adopted/implemented by such third party, and the User shall be solely responsible for reviewing the same prior to transacting or availing of the services of such third party. User agrees that Loftleague will not be responsible or liable for any loss or damage of any sort incurred as a result of any such

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transactions with third parties. Any questions, complaints, or claims related to any third party product or service should be directed to the appropriate vendor.

Loftleague contains content that is created by Loftleague as well as content provided by third parties. Loftleague does not guarantee the accuracy, integrity, quality of the content provided by third parties and such content may not be relied upon by the Users in utilizing the Loftleague Services provided on Loftleague including while participating in any of the Teams hosted on Loftleague.

### 5. PRIVACY POLICY

All information collected from Users, such as registration and all payment information, is subject to Loftleague's Privacy Policy which is available at [Privacy Policy](#).

### 6. USER CONDUCT

Users agree to abide by these Terms and Conditions and all other rules, regulations and terms of use of the Website. In the event User does not abide by these Terms and Conditions and all other rules, regulations and terms of use, Loftleague may, at its sole and absolute discretion, take necessary remedial action, including but not limited to:

- Restricting, suspending, or terminating any User's access to all or any part of Loftleague. Services.
- Deactivating or deleting a User's account and all related information and files on the account. Any amount remaining unused in the User's Game account or Earned Account on the date of deactivation or deletion shall be transferred to the User's bank account on record with Loftleague excluding the bonus amount subject to a processing fee (if any) applicable on such transfers as set out herein; or
- refraining from awarding any prize(s) to such User.
- Users agree to provide true, accurate, current and complete information at the time of registration and at all other times (as required by Loftleague). Users further agree to update and keep updated their registration information.
- A User shall not register or operate more than one User account with Loftleague.
- Users agree to ensure that they can receive all communication from Loftleague by marking e-mails from Loftleague as part of their "safe senders" list. Loftleague shall not be held liable if any e-mail remains unread by a User as a result of such e-mail getting delivered to the User's junk or spam folder.
- Any password issued by Loftleague to a User may not be revealed to anyone else. Users may not use anyone else's password. Users are responsible for maintaining the confidentiality of their accounts and passwords. Users agree to immediately notify Loftleague of any unauthorized use of their passwords or accounts or any other breach of security.
- Users agree to exit/log-out of their accounts at the end of each session. Loftleague shall not be responsible for any loss or damage that may result if the User fails to comply with these requirements.
- Users agree not to use cheats, exploits, automation, software, bots, hacks or any unauthorized third party software designed to modify or interfere with Loftleague Services and/or Loftleague experience or assist in such activity.
- Users agree not to copy, modify, rent, lease, loan, sell, assign, distribute, reverse engineer, grant a security interest in, or otherwise transfer any right to the technology or software underlying Loftleague Services and/or Loftleague.
- Users agree that without Loftleague's express written consent, they shall not modify or cause to be modified any files or software that are part of Loftleague Services
- Users agree not to disrupt, overburden, or aid or assist in the disruption or overburdening of (a) any computer or server used to offer or support Loftleague or Loftleague Services (each a "Server"); or  
(b) the enjoyment of Loftleague Services by any other User or person.
- Users agree not to institute, assist or become involved in any type of attack, including without limitation to distribution of a virus, denial of service, or other attempts to disrupt Loftleague. Services or any other person's use or enjoyment of Loftleague Services.
- Users shall not attempt to gain unauthorized access to the User accounts, Servers or networks connected to Loftleague Services by any means other than the User interface provided by Loftleague

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including but not limited to, by circumventing or modifying, attempting to circumvent or modify, or encouraging or assisting any other person to circumvent or modify, any security, technology, device, or software that underlies or is part of Loftleague Services.

- Without limiting the foregoing, Users agree not to use Loftleague for any of the following:
- To engage in any obscene, offensive, indecent, racial, communal, anti-national, objectionable, defamatory or abusive action or communication.
- To engage in any obscene, offensive, indecent, racial, communal, anti-national, objectionable, defamatory or abusive action or communication.
- To restrict or inhibit any other user from using and enjoying any public area within our sites.
- To collect or store personal information about other Users.
- To interfere with or disrupt Loftleague, servers, or networks.
- To Transmit files that contain viruses, corrupted files, or any other similar software or programs that may damage or adversely affect the operation of another person's computer, Loftleague, any software, hardware, or telecommunications equipment.
- To advertise, offer or sell any goods or services for any commercial purpose on Loftleague without the express written consent of Loftleague.
- To Transmit content regarding services, products, surveys, teams, pyramid schemes, spam, unsolicited advertising or promotional materials, or chain letters.
- To advertise, offer or sell any goods or services for any commercial purpose on Loftleague without the express written consent of Loftleague.
- To download any file, recompile or disassemble or otherwise affect our products that you know or reasonably should know cannot be legally obtained in such manner.
- To falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or the source of software or other material.
- To impersonate any person or entity, including, but not limited to, a representative of Loftleague, or falsely state or otherwise misrepresent User's affiliation with person or entity.
- To forge headers or manipulate identifiers or other data in order to disguise the origin of any content transmitted through Loftleague or to manipulate User's presence on Loftleague (s).
- To take any action that imposes an unreasonably or disproportionately large load on our infrastructure.
- To engage in any illegal activities. You agree to use our bulletin board services, chat areas, news groups, forums, communities and/or message or communication facilities (collectively, the "Forums") only to send and receive messages and material that are proper and related to that particular Forum.

If a User chooses a username that, in Loftleague's considered opinion is obscene, indecent, abusive or that might subject Loftleague to public disparagement or scorn, Loftleague reserves the right, without prior notice to the User, to change such username and intimate the User or delete such username and posts from Loftleague, deny such User access to Loftleague, or any combination of these options.

Unauthorized access to Loftleague is a breach of these Terms and Conditions, and a violation of the law. Users agree not to access Loftleague by any means other than through the interface that is provided by Loftleague for use in accessing Loftleague. Users agree not to use any automated means, including, without limitation, agents, robots, scripts, or spiders, to access, monitor, or copy any part of our sites, except those automated means that we have approved in advance and in writing.

Use of Loftleague is subject to existing laws and legal processes. Nothing contained in these Terms and Conditions shall limit Loftleague's right to comply with governmental, court, and law-enforcement requests or requirements relating to Users' use of Loftleague.

Users may contact [helpdesk@Loftleague.com](mailto:helpdesk@Loftleague.com) with problems or questions, as appropriate.

Persons below the age of eighteen (18) years are required to seek permission or consent from their parents or legal guardians before furnishing data, participating or entering on Loftleague or the Loftleague Services or

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inter alias, in the teams, uploading pictures, playing games or being part, directly or indirectly, of any activity on Loftleague. Entry to Loftleague without consent from parent/s or legal guardian and consequent participation in any activity on Loftleague Website is not permitted and such person is subject to disqualification at the sole and absolute discretion of Loftleague, whenever it comes to the knowledge of Loftleague.

Loftleague believes that parents should supervise their children's online activities and consider using parental control tools available from online services and software manufacturers that help provide a child-friendly online environment. These tools can also prevent children from disclosing online their name, address and other personal information without parental permission.

Although persons below the age of 18 years are allowed to use certain Loftleague Services on the Loftleague with the consent of their parent/s or legal guardians, they may not (where expressly stated in the rules of the Teams) participate in Teams(s) hosted by Loftleague.

Loftleague may not be held responsible for any content contributed by Users on the Loftleague.

### 7. REGISTRATION

In order to register for the Teams(s), Participants are required to accurately provide the following information:

- Full Name
- Name(s)
- E-mail address
- Password
- State of Residence
- Mobile No.
- Date of birth

Participants are also required to confirm that they have read, and shall abide by, these Terms and Conditions. In the event a Participant indicates, while entering an address, that he/she is a resident of either Assam, Andhra Pradesh, Orissa, Telangana, Sikkim & Nagaland such Participant will not be permitted to proceed to sign up for any round in the paid version of the Teams as described below.

Once the Participants have entered the above information, and clicked on the "register" tab, and such Participants are above the age of 18 years, they are sent an email confirming their registration and containing their login information.

### 8. REGISTRATION INFORMATION

By registering to the Loftleague.com from website or app, Users shall bind to all our given terms for usage of the services provided by Loftleague. Services such as verification of the user, forget password via OTP verification, Mobile verification via OTP, etc. Here when a DND service is active from users side still user will receive SMS from Loftleague. Hence it is with full consent of the users that he is fine with the received SMS(messages) even if the DND mode is on.

### 9. PARTICIPATION AND PRIZES

As part of Services Loftleague may also conduct teams(s) on the Loftleague.

Currently, Loftleague provides the following Loftleague Services: 1) A fantasy cricket game. Individual users wishing to participate in the Loftleague Services ("Participants") are invited to create their own fantasy groups ("group/s") consisting of real life cricketers involved in the real-life cricket match (as applicable), series or tournament (each a "Sport Event") to which the fantasy game relates Loftleague offers.

Participants fantasy game Teams(s) relating to each, and Participants can participate in such Teams(s) with their groups. Groups are awarded points on the basis of the real-life cricketers' performances at the end of a designated match, round or tournament of the Team(s). The Participant(s) whose group(s) have achieved the highest aggregate score(s) in the Team(s) shall be declared winners ("Winners"). In certain pre-specified Teams, Loftleague may declare more than one Winner and distribute prizes to such Winners in increasing order of their Group's aggregate score at the end of the designated round(s) of the Teams. The Teams(s) across both

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Loftleague Services shall, in addition to the Terms and Conditions, rules and regulations mentioned herein, be governed by :

"Fantasy Rules" available at How to Play – Fantasy Cricket.

Other rules and regulations (including rules and regulation in relation to any payments made to participate in the Teams(s); and all Participants agree to abide by the same. Currently, there are paid versions of the Teams(s) made available by Loftleague Users may participate in the Teams(s) by paying the pre-designated amount as provided on the relevant Teams page. The Participant with the highest aggregate points at the end of the pre-determined round shall be eligible to win a pre-designated prize, as stated on the relevant Teams(s) page.

A Participant may create different groups for participation in Teams(s) offered in relation to a Sport Event across the Loftleague Services. However, unless Loftleague specifies otherwise in relation to any Teams ("Multiple Entry Teams"), Participants acknowledge and agree that they may enter only one group in any Teams offered in relation to a Sport Event. In the case of a Multiple Entry Teams, a Participant may enter more than one group in a single Multiple Entry Teams, however on submitting more than one group for participation in a single Multiple Entry Teams, the Participant will not be permitted to edit or revise the groups so submitted for participation in such Multiple Entry Teams. In addition, it is expressly clarified that Loftleague may, from time to time, restrict the maximum number of groups that may be created by a single User account (for each format of the Loftleague Services) or which a single User account may enter in a particular Multiple Entry Teams, in each case to such number as determined by Loftleague in its sole discretion.

Loftleague shall collect a pre-designated fee for access to the Loftleague Services from each Participant in relation to the Teams(s). In the event a Participant indicates, while entering an address, that he/she is a resident of either Assam, Andhra Pradesh, Orissa, Telangana, Sikkim & Nagaland such Participant will not be permitted to proceed to sign up for the round or team and may not participate in any paid version of the Teams(s).

### 10. TEAMS FORMATS

Loftleague provides Teams(s) in two separate formats of Loftleague Services, (1) as normal teams, where Users can participate in a team with other Users without any restriction on participation and (2) private teams, where Users can invite specific Users into a team and restrict participation to such invited Users. All rules applicable to normal team(s) as set out herein shall be applicable to both formats of the private team(s).

#### NORMAL TEAM

- In the Normal Team format of the Team(s), Loftleague may offer the Team(s) in teams comprising of 2 Participants, 3 Participants, 5 Participants, 10 Participants, 20 Participants, 100 Participants or any other pre-designated number of Participants.
- Loftleague may offer this format of the Team(s) as a paid format and the Winner will be determinable at the end of the round.
- The number of Participants required to make the Team(s) operational will be pre-specified and once the number of Participants in such Team(s) equals the pre-specified number required for that Team(s), such Team(s) shall be operational. In case the number of Participants is less than the pre-specified number at the time of commencement of the round, then the team will compress and the winning amount will be also compressed.
- In certain Contests across the Loftleague Services, designated as "Confirmed Teams", the Team(s) shall become operational once the number of Participants in such Team (s) equals the pre-specified number of winners to be declared in such Team(s), even if all available Participant slots (as pre-specified in relation to the Team(s)) remain unfilled. It is clarified that notwithstanding the activation of such Team(s), Participants can continue to join such Team(s) till either (i) all available Participant slots of such Team(s) are filled or (ii) the round to which the Team (s) relates commences, whichever is earlier. In case such Team(s) is not operational by the time of the commencement of the round, the participation fee paid by each Participant shall be returned to the account of such User without any charge or deduction.

#### PUBLIC TEAM

- In the Public Team format of the Team(s), Loftleague may offer the Team(s) in teams comprising of 2 Participants, 3 Participants, 5 Participants, 10 Participants, 20 Participants, 100 Participants or any other pre-designated number of Participants.

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- Loftleague may offer this format of the Team(s) as a paid format and the Winner will be determinable at the end of the round.
- The number of Participants required to make the Team(s) operational will be pre-specified and once the number of Participants in such Team(s) equals the pre-specified number required for that Team(s), such Team(s) shall be operational. In case the number of Participants is less than the pre-specified number at the time of commencement of the round, such Team(s) will not be operational and the participation fee paid by each Participant shall be returned to the account of such User without any charge or deduction.
- In certain Contests across the Loftleague Services, designated as "Confirmed Teams", the Team(s) shall become operational once the number of Participants in such Team (s) equals the pre-specified number of winners to be declared in such Team(s), even if all available Participant slots (as pre-specified in relation to the Team(s)) remain unfilled. It is clarified that notwithstanding the activation of such Team(s), Participants can continue to join such Team(s) till either (i) all available Participant slots of such Team(s) are filled or (ii) the round to which the Team (s) relates commences, whichever is earlier. In case such Team(s) is not operational by the time of the commencement of the round, the participation fee paid by each Participant shall be returned to the account of such User without any charge or deduction.

### INFINITY TEAM

Paid infinity team on Loftleague portal has a maximum or expected number of entries of 44,000 groups. In case if this limit is crossed then the a new infinity team or a normal team or a different team will be created for the same replacing the previous infinity team.

### PRIVATE TEAM

- In the Private Team format of the Team(s), Loftleague enables Users to create a Team ("Private Team") and invite other users, whether existing Users or otherwise, ("Invited User") to create Teams and participate in the Team(s). Users may create a Private Team to consist of a pre-specified number of Participants, that is, consisting of either 2 Participants, 3 Participants, 5 Participants, 10 Participants or any other number of Participants. The User creating the Private Team shall submit the participation fee for such Private Team and thereby join that Private Team, shall supply a name for the Private Team and be provided with a unique identification code ("Team Code") (which will be issued to the account of such User). The User agrees and understands that once the Private Team is created no change shall be permitted in the terms or constitution of the Private Team, except for a change in the name of the Team. The User creating the Private Team shall provide Loftleague with the email address or Facebook account username of Invited Users to enable Loftleague to send a message or mail inviting such Invited User to register with Loftleague (if necessary) and participate in the Private Team in relation to which the invite has been issued.
- In order to participate in the Private Team, an Invited User shall input the Team Code associated with the Private Team and submit the participation fee for the Private Team. Once the number of Participants in a Private Team equals the number of pre-specified Participants for that Private Team, the Private Team shall be rendered operative and no other Invited Users or Users shall be permitted to participate in the Private Team. In the event that any Private Team does not contain the pre-specified number of Participants for that Private Team within 1 hour prior to the commencement of the round/Team, the Participants of such Private Team will be provided with the option to convert the Private Team into a Public Team format, and permit the participation of Users without the Team Code. It is clarified that Loftleague undertakes such conversion in a serialised manner and cannot and does not warrant that any Private Team will be converted into a Public team format prior to the commencement of the round/Team(s) or that any Users will join such Team (s to make it operational. In case the number of Participants in any Private Team (or converted Team(s)) is less than the pre-specified number at the time of commencement of the round, such Team(s) will not be operational and the participation fee paid by each User shall be returned to the account of such User without any charge or deduction.
- It is clarified that the participation of Invited Users in any Private Team is subject to the pre-specified number of Participants for that Private team, and Loftleague shall not be liable to any person for the



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inability of any Invited User to participate in any Private team due to any cause whatsoever, including without limitation due to a hardware or technical malfunction or lack of eligibility of such Invited User to participate in the Team(s).

### RESIZING OF TEAMS

- Loftleague reserves the right to re-size teams.
- For guaranteed teams, they will only be re-sized to allow for a larger prize pool with more participants.
- For non-guaranteed teams, they will only be re-sized to allow the contest to go ahead with a minimum of the required entries in the teams.

## 11. LEGALITY OF GAME OF SKILL

Recently the Punjab and Haryana High Court in the case of Shri Varun Gumber vs Union Territory of Chandigarh and Ors, inter alia held that the fantasy sports games being offered by the fantasy sports games operator were 'games of skill' under Indian law and did not constitute gambling. The Honourable High Court also held that offering of fantasy sports games on fantasy portals was a legitimate business activity and would be granted protection under Article 19(1)(g) of the Constitution of India.

The Teams (s) described above (across the Loftleague Services) are games of skill as success of Participants depends primarily on their superior knowledge of the games of cricket, cricket statistics, knowledge of players' relative form, players' performance in a particular territory, conditions and/or format (such as ODIs, test cricket and Twenty20 in the cricket fantasy game), attention and dedication towards the Teams(s) and adroitness in playing the Teams(s). The Teams(s) also requires Participants to field well-balanced sides with limited resources to gain the maximum points

By participating in this Teams(s), each Participant acknowledges and agrees that he/she is participating in a game of skill.

## 12. ELIGIBILITY

The Teams(s) are open only to persons above the age of 18 years.

The Teams(s) are open only to persons, currently residing in India.

Loftleague may, in accordance with the laws prevailing in certain Indian states, bar individuals residing in those states from participating in the Teams(s). Currently, individuals residing in the Indian states of Assam, Andhra Pradesh, Orissa, Telangana, Sikkim & Nagaland may not participate in the paid version of the Teams as the laws of these states bar persons from participating in games of skill where participants are required to pay to enter. Persons who wish to participate must have a valid email address.

Only those Participants who have successfully registered on the Loftleague.com as well as registered prior to each round in accordance with the procedure outlined above shall be eligible to participate in the Teams and win prizes.

## 13. PAYMENT TERMS

In respect of any transactions entered into on the Loftleague, including making a payment to participate in the paid versions of Teams(s), Users agree to be bound by the following payment terms:

In respect of any transactions entered into on the Loftleague, including making a payment to participate in the paid versions of Teams(s), Users agree to be bound by the following payment terms:

- The Loftleague portal hosts a number of Teams for which it reserves the right to charge a Platform Fee, which would be specified and notified by Loftleague on the Team page prior to a User's joining of such Contest. The Platform Fee and applicable tax thereon will be debited from the User's account balance along with the entry-fee for the Team, and Loftleague shall issue an invoice for such debit to the User.
- The User may participate in a Team wherein the User has to contribute a pre-specified contribution towards the Prize Money Pool of such Team, which will be passed on to the Winner(s) of the Team after the completion of the Team as per the terms and conditions of such Team. It is clarified that Loftleague has no right or interest in this Prize Money Pool, and only acts as an intermediary engaged in collecting and distributing the Prize Money Pool in accordance with the Team terms and conditions. The amount to be paid-in by the User towards the Prize Money Pool would also be debited from the User's account balance with Loftleague.



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Loftleague provides users with three categories of accounts for the processing and reconciliation of payments in relation to the Loftleague Services:

- (i) Deposits' Account,
- (ii) Earned Account, and
- (iii) Cash Bonus Account.

The User's winnings in any Teams will reflect as credits to the Earned Account. It is clarified that in no instance will Loftleague permit the transfer of any amounts in the User's accounts to any other category of account held by the user with Loftleague or any third-party account, including a bank account held by a third party.

Users shall be required to remit the required amount to Loftleague through the designated payment gateway. The payment made shall be credited to the User's accounts and each time a User enters a round, the applicable amount towards participation in the round shall be debited from the User's account. In debiting amounts from the User's accounts towards the participation fee of such user in any round or Teams(s), Loftleague shall first debit the User's 'Cash Bonus Account' (in accordance with any rules or limitations relating to the use of Cash Bonus as may be prescribed by Loftleague and applicable at such time), thereafter, any remaining amount of participation fee shall be debited from the User's Deposit Account and thereafter, any remaining amount of participation fee shall be debited from the User's Earned Account. In case there is any amount remaining to be paid by the User in relation to such User's participation in any round(s) or Teams(s), the User will be taken to the designated payment gateway to give effect to such payment. In case any amount added by the User through such payment gateway exceeds the remaining amount of participation fee, the amount in excess shall be transferred to the User's 'Deposits' Account and will be available for use in participation in any round(s) or Teams(s) or for withdrawal in accordance with these Terms and Conditions. Debits from the 'Deposits' Account for the purpose of enabling a user's participation in a Teams shall be made in order of the date of credit of amounts in the 'Deposits' Account, and accordingly amounts credited into 'Deposits' Account earlier in time shall be debited first.

A User shall be permitted to withdraw any amounts credited into such User's 'Deposit' Account for any reason whatsoever by contacting Loftleague Customer Support. All amounts credited into a User's 'Deposit' Account must be utilised within 335 days of credit. In case any unutilised amount lies in the 'Deposit' Account after the completion of 335 days from the date of credit of such amount, Loftleague reserves the right to forfeit such unutilised amount, without liability or obligation to pay any compensation to the User.

Withdrawal of any amount standing to the User's credit in the Earned Account may be made by way of a request to Loftleague but shall occur automatically upon completion of 335 days from the date of credit of such amount in the User's Earned Account. In either case, Loftleague shall effect an online transfer to the User's bank account on record with Loftleague within a commercially reasonable period of time. Such transfer will reflect as a debit to the User's Earned Account. Loftleague.com may charge any processing fee for the online transfer of such amount from the Earned Account to the User's bank account on record with Loftleague. Users are requested to note that they will be required to provide valid photo identification and address proof documents for proof of identity and address in order for Loftleague to process the withdrawal request. The name mentioned on the User's photo identification document should correspond with the name provided by the User at the time of registration on Loftleague, as well as the name and address existing in the records of the User's bank account as provided to Loftleague. In the event that no bank account has been registered by the User against such User's account with Loftleague, or the User has not verified his/her User account with Loftleague or, to Loftleague's satisfaction and in accordance with these Terms and Conditions, Loftleague shall provide such User with a notification to the User's email address as on record with Loftleague at least 30 days prior to the Auto Transfer Date, and in case the User fails to register a bank account with his/her User Account and/or to verify his/her User Account by the Auto Transfer Date, Loftleague shall be entitled to forfeit any amounts subject to transfer on the Auto Transfer Date. Failure to provide Loftleague with a valid bank account or valid identification documents (to Loftleague's satisfaction) may result in the forfeiture of any amounts subject to transfer in accordance with this clause.

The Cash Bonus Account shall contain amounts gratuitously issued by Loftleague to the User for use in participation in any Teams(s) and no User shall be permitted to transfer or request the transfer of any amount in to the Cash Bonus Account. The usage of any amounts issued and present in the Cash Bonus Account shall be subject to the limitations and restrictions, including without limitation, restrictions as to time within which such amount must be used, as applied by Loftleague and notified to the User at the time of issue of such amount. The issue of any amount to the Cash Bonus Account is subject to the sole discretion of Loftleague and cannot be demanded by any User as a matter of right. The issue of any such amount by Loftleague on any day shall not

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entitle the user to demand the issuance of such amount at any subsequent period in time nor create an expectation of recurring issue of such amount by Loftleague to such User. The amount standing to the credit of the User in the Cash Bonus Account may be used by such User for the sole purpose of setting off against the participation fee in any Teams, in accordance with these Terms and Conditions. The amount standing to the credit of the User in such User's Cash Bonus Account shall not be withdraw-able or transferable to any other account of the User, including the bank account of such User, or of any other User or person, other than as part of the Earned of a User in any Teams(s). In case the User terminates his/her account with Loftleague or such account if terminated by Loftleague, all amounts standing to the credit of such User in the Cash Bonus Account shall return to Loftleague and the User shall not have any right or interest in such amounts.

Users agree that once they confirm a transaction on Loftleague, they shall be bound by and make payment for that transaction.

The User acknowledges that transactions on Loftleague may take up to 24 hours to be processed. Any amount paid or transferred into the User's 'Deposits' Account or Earned Account may take up to 24 hours to reflect in the User's 'Deposits' Account or Earned Account balance. Similarly, money debited from the User's Cash Bonus Account, 'Deposits' Account or Earned Account may take up to 24 hours to reflect in the User's 'Deposits' Account or Earned Account balance. Users agree not to raise any complaint or claim against Loftleague in respect of any delay, including any lost opportunity to join any Teams or round due to delay in crediting of transaction amount into any of the User's accounts.

In any case of failure of the withdrawal amount transaction done using instant bank transfer mode from Loftleague, due to users' bank or the source bank, in that case, the user's amount will be added back to users' Loftleague wallet within 24 to 48hrs.

### 14. REFUND

A transaction, once confirmed, is final and no cancellation is permissible. However, Loftleague may, at its sole and absolute discretion, permit a User to cancel a transaction and refund the amount paid: If the User sends a written request to Loftleague from the registered email Id to cancel such payment; or

If the payment is made for participation in the paid version(s) of the Teams(s), the cancellation request must be received at least 2 days prior to the commencement of the round in respect of which the payment is made; Loftleague shall not be liable to refund any amount thereafter.

Loftleague may, at its sole and absolute discretion, refund the amount to the User after deducting applicable cancellation charges and taxes. At the time of the transaction, Users may also be required to take note of certain additional terms and conditions and such additional terms and conditions shall also govern the transaction. To the extent that the additional terms and conditions contain any clause that is conflicting with the present terms and conditions, the additional terms and conditions shall prevail.

### 15. TABULATION OF FANTASY POINTS

Loftleague may obtain the score feed and other information required for the computation and tabulation of fantasy points from third party service provider(s). In the rare event that any error in the computation or tabulation of fantasy points, selection of winners, etc., as a result of inaccuracies in or incompleteness of the feed provided by the third-party service provider comes to its attention, Loftleague shall use best efforts to rectify such error prior to the distribution of prizes. However, Loftleague hereby clarifies that it relies on the accuracy and completeness of such third party score/statistic feeds and does not itself warrant or make any representations concerning the accuracy thereof and, in any event, shall take no responsibility for inaccuracies in computation and tabulation of fantasy points or the selection of winners as a result of any inaccurate or incomplete scores/statistics received from such third party service provider. Users and Participants agree not to make any claim or raise any complaint against Loftleague in this respect.

### 16. SELECTION AND VERIFICATION OF WINNERS AND CONDITIONS RELATING TO THE PRIZES

#### SELECTION OF WINNERS

Winners will be decided on the basis of the scores of the groups in a designated round (which may last anywhere between one day and an entire tournament) of the Teams(s). The Participant(s) owning the group(s) with the highest aggregate score in a particular round shall be declared the Winner(s). In certain pre-specified

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Teams, Loftleague may declare more than one Winner and distribute prizes to such Winners in increasing order of their group's aggregate score at the end of the designated round of the Teams. The contemplated number of Winners and the prize due to each Winner in such Teams shall be as specified on the Teams page prior to the commencement of the Teams. Participants creating groups on behalf of any other Participant or person shall be disqualified.

In the event of a tie, the winning Participants shall be declared Winners and the prize shall be equally divided among such Participants.

Loftleague shall not be liable to pay any prize if it is discovered that the Winner(s) have not abided by these Terms and Conditions, and other rules and regulations in relation to the use of the Loftleague, Teams, "Fantasy Rules", etc.

### CONTACTING WINNERS

Winners shall be contacted by Loftleague or the third party conducting the Teams on the e-mail address provided at the time of registration. The verification process and the documents required for the collection of prize shall be detailed to the Winners at this stage. As a general practice, winners will be required to provide following documents:

- Photocopy of the User's PAN card;
- Photocopy of a government-issued residence proof;
- User's bank account details i.e. account number ,IFSC code, branch and proof of the same (cancelled cheque/first page of bank passbook/statement

Loftleague shall not permit a Winner to withdraw his/her prize(s)/accumulated Earned unless the above-mentioned documents have been received and verified within the time-period stipulated by Loftleague. The User represents and warrants that the documents provided in the course of the verification process are true copies of the original documents to which they relate.

Participants are required to provide proper and complete details at the time of registration. Loftleague shall not be responsible for communications errors, commissions or omissions including those of the Participants due to which the results may not be communicated to the Winner. The list of Winners shall be posted on a separate web-page on the Loftleague.. The winners will not be intimated by e-mail.

In the event that a Participant has been declared a Winner on the above mentioned web-page but has not received any communication from Loftleague, such Participant may contact Loftleague within the time specified on the webpage.

### VERIFICATION PROCESS

Only those Winners who successfully complete the verification process and provide the required documents within the time limit specified by Loftleague shall be permitted to withdraw/receive their accumulated Earned (or any part thereof). Loftleague shall not entertain any claims or requests for extension of time for submission of documents. Loftleague shall scrutinise all documents submitted and may, at its sole and absolute discretion, disqualify any Winner from withdrawing his accumulated Earned (or any part thereof) on the following grounds:

Determination by Loftleague that any document or information submitted by the Participant is incorrect, misleading, false, fabricated, incomplete or illegible.

or Participant does not fulfil the Eligibility Criteria specified in Clause 10 above;

or Any other ground.

### Taxes Payable :

All prizes shall be subject to deduction of tax ("TDS") as per the Income Tax Act 1961. Winners will be provided TDS certificates in respect of such tax deductions. The Winners shall be responsible for payment of any other applicable tax, including but not limited to, income tax, gift tax, etc. in respect of the prize money. Appropriate transaction charges may be levied on the withdrawal/deposit amount.

### Miscellaneous :

The decision of Loftleague with respect to the awarding of prizes shall be final, binding and non-contestable. Participants playing the paid formats of the Teams(s) confirm that they are not residents of any of the following Indian states – Assam, Andhra Pradesh, Orissa, Telangana, Sikkim & Nagaland. If it is found that a Participant playing the paid formats of the Teams(s) is a resident of any of the above mentioned states, Loftleague shall disqualify such Participant and forfeit any prize won by such Participant.

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Further Loftleague may, at its sole and absolute discretion, suspend or terminate such Participant's account with Loftleague. Any amount remaining unused in the User's Game Account or Earned Account on the date of deactivation or deletion shall be reimbursed to the User by an online transfer to the User's bank account on record with Loftleague, subject to the processing fee (if any) applicable on such transfers as set out herein.

If it is found that a Participant playing the paid formats of the Teams(s) is under the age of eighteen (18), Loftleague shall be entitled, at its sole and absolute discretion, to disqualify such Participant and forfeit his/her prize. Further, Loftleague may, at its sole and absolute discretion, suspend or terminate such Participant's account.

To the extent permitted by law, Loftleague makes no representations or warranties as to the quality, suitability or merchantability of any prizes and shall not be liable in respect of the same.

Loftleague may, at its sole and absolute discretion, vary or modify the prizes being offered to winners. Participants shall not raise any claim against Loftleague or question its right to modify such prizes being offered, prior to closure of the Teams.

Loftleague will not bear any responsibility for the transportation or packaging of prizes to the respective winners. Loftleague shall not be held liable for any loss or damage caused to any prizes at the time of such transportation.

The Winners shall bear the shipping, courier or any other delivery cost in respect of the prizes.

The Winners shall bear all transaction charges levied for delivery of cash prizes.

All prizes are non-transferable and non-refundable. Prizes cannot be exchanged / redeemed for cash or kind unless Loftleague give an option to redeem for cash. No cash claims can be made in lieu of prizes in kind.

Any query related to match, user need to contact helpdesk within the 7 days of match completion

Any query related to winning, user need to contact helpdesk within the 7 days of match completion.

Any query related to team, user need to contact helpdesk within the 7 days of match completion.

Any query related to match joining, user need to contact helpdesk within the 7 days of match completion.

Any query related to points, user need to contact helpdesk within the 7 days of match completion.

### 17. PUBLICITY

Acceptance of a prize by the Winner constitutes permission for Loftleague, and its affiliates to use the Winner's name, likeness, voice and comments for advertising and promotional purposes in any media worldwide for purposes of advertising and trade without any further permissions or consents and / or additional compensation whatsoever. The Winners further undertake that they will be available for promotional purposes as planned and desired by Loftleague without any charge. The exact dates remain the sole discretion of Loftleague. Promotional activities may include but not be limited to press events, internal meetings and ceremonies/functions.

### 18. GENERAL CONDITIONS

If it comes to the notice of Loftleague that any governmental, statutory or regulatory compliances or approvals are required for conducting any Teams(s) or if it comes to the notice of Loftleague that conduct of any such Teams(s) is prohibited, then Loftleague shall withdraw and / or cancel such Teams(s) without prior notice to any Participants or winners of any Teams(s). Users agree not to make any claim in respect of such cancellation or withdrawal of the Teams, or team it in any manner.

Employees, directors, affiliates, relatives and family members of Loftleague, will not be eligible to participate in any Teams(s).

### 19. DISPUTE AND DISPUTE RESOLUTION

The courts of competent jurisdiction at Mumbai shall have exclusive jurisdiction to determine any and all disputes arising out of, or in connection with, the Loftleague Services provided by Loftleague (including the Teams(s)), the construction, validity, interpretation and enforceability of these Terms and Conditions, or the rights and obligations of the User(s) (including Participants) or Loftleague, as well as the exclusive jurisdiction to grant interim or preliminary relief in case of any dispute referred to arbitration as given below. All such issues and questions shall be governed and construed in accordance with the laws of the Republic of India.

In the event of any legal dispute (which may be a legal issue or question) which may arise, the party raising the dispute shall provide a written notification ("Notification") to the other party. On receipt of Notification, the parties shall first try to resolve the dispute through discussions. In the event that the parties are unable to resolve the dispute within thirty (30) days of receipt of Notification, the dispute shall be settled by arbitration. The place of arbitration shall be Mumbai, India. All arbitration proceedings shall be conducted in English and in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time.

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The arbitration award will be final and binding on the Parties, and each Party will bear its own costs of arbitration and equally share the fees of the arbitrator unless the arbitrary tribunal decides otherwise. The arbitrator shall be entitled to pass interim orders and awards, including the orders for specific performance and such orders would be enforceable in competent courts. The arbitrator shall give a reasoned award.

Nothing contained in these Terms and Conditions shall prevent Loftleague from seeking and obtaining interim or permanent equitable or injunctive relief, or any other relief available to safeguard Loftleague's interest prior to, during or following the filing of arbitration proceedings or pending the execution of a decision or award in connection with any arbitration proceedings from any court having jurisdiction to grant the same. The pursuit of equitable or injunctive relief shall not constitute a waiver on the part of Loftleague to pursue any remedy for monetary damages through the arbitration described herein.

### 20. RELEASE AND LIMITATIONS OF LIABILITY

Users shall access the Loftleague Services provided on the Loftleague voluntarily and at their own risk. Loftleague shall, under no circumstances be held responsible or liable on account of any loss or damage sustained (including but not limited to any accident, injury, death, loss of property) by Users or any other person or entity during the course of access to the Loftleague Services (including participation in the Teams(s)) or as a result of acceptance of any prize.

By entering the Loftleague and accessing the Loftleague Services provided therein, Users hereby release from and agree to indemnify Loftleague and/ or any of its directors, employees, partners, associates and licensor's, from and against all liability, cost, loss or expense arising out their access to the Loftleague Services including (but not limited to) personal injury and damage to property and whether direct, indirect, consequential, foreseeable, due to some negligent act or omission on their part, or otherwise.

Loftleague accepts no liability, whether jointly or severally, for any errors or omissions, whether on behalf of itself or third parties in relation to the prizes.

Users shall be solely responsible for any consequences which may arise due to their access of Loftleague Services by conducting an illegal act or due to non-conformity with these Terms and Conditions and other rules and regulations in relation to Loftleague Services, including provision of incorrect address or other personal details. Users also undertake to indemnify Loftleague and their respective officers, directors, employees and agents on the happening of such an event (including without limitation cost of attorney, legal charges etc.) on full indemnity basis for any loss/damage suffered by Loftleague on account of such act on the part of the Users. Users shall indemnify, defend, and hold Loftleague harmless from any third party/entity/organization claims arising from or related to such User's engagement with the Loftleague or participation in any Teams. In no event shall Loftleague be liable to any User for acts or omissions arising out of or related to User's engagement with the Loftleague or his/her participation in any Team(s).

In consideration of Loftleague allowing Users to access the Loftleague Services hosted on the Loftleague, to the maximum extent permitted by law, the Users waive and release each and every right or claim, all actions, causes of actions (present or future) each of them has or may have against Loftleague, its respective agents, directors, officers, business associates, group companies, sponsors, employees, or representatives for all and any injuries, accidents, or mishaps (whether known or unknown) or (whether anticipated or unanticipated) arising out of the provision of Loftleague Services or related to the Teams or the prizes of the Teams.

### 21. DISCLAIMERS

To the extent permitted under law, neither Loftleague nor its directors, officers, professional advisors, employees shall be responsible for the deletion, the failure to store, the mis-delivery, or the untimely delivery of any information or material.

To the extent permitted under law, Loftleague shall not be responsible for any harm resulting from downloading or accessing any information or material, the quality of servers, games, products, Loftleague Services or sites, cancellation of competition and prizes. Loftleague disclaims any responsibility for, and if a User pays for access to one of Loftleague Services the User will not be entitled to a refund as a result of, any inaccessibility that is caused by Loftleague's maintenance on the servers or the technology that underlies our sites, failures of Loftleague Services providers (including telecommunications, hosting, and power providers), computer viruses, natural disasters or other destruction or damage of our facilities, acts of nature, war, civil disturbance, or any other cause beyond our reasonable control. In addition, Loftleague does not provide any warranty as to the content on the Loftleague(s). Loftleague(s) content is distributed on an "as is, as available" basis.

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Any material accessed, downloaded or otherwise obtained through Loftleague is done at the User's discretion, competence, acceptance and risk, and the User will be solely responsible for any teamental damage to User's computer system or loss of data that results from a User's download of any such material.

Loftleague shall make best endeavours to ensure that the Loftleague(s) is error-free and secure, however, neither Loftleague nor any of its partners, licensor's or associates makes any warranty that :

- The Loftleague(s) will meet Users' requirements,
- Loftleague(s) will be uninterrupted, timely, secure, or error free
- The results that may be obtained from the use of Loftleague(s) will be accurate or reliable; and
- The quality of any products, Loftleague Services, information, or other material that Users purchase or obtain through Loftleague.com(s) will meet Users' expectations.
- In case Loftleague discovers any error, including any error in the determination of Winners or in the transfer of amounts to a User's account, Loftleague reserves the right (exercisable at its discretion) to rectify the error in such manner as it deems fit, including through a set-off of the erroneous payment from amounts due to the User or deduction from the User's account of the amount of erroneous payment. In case of exercise of remedies in accordance with this clause, Loftleague agrees to notify the User of the error and of the exercise of the remedy(ies) to rectify the same.
- To the extent permitted under law, neither Loftleague nor its partners, licensors or associates shall be liable for any direct, indirect, incidental, special, or consequential damages arising out of the use of or inability to use our sites, even if we have been advised of the possibility of such damages.
- Any Loftleague Services, events or Team(s) being hosted or provided, or intended to be hosted or provided by Loftleague and requiring specific permission or authority from any statutory authority or any state or the central government, or the board of directors shall be deemed cancelled or terminated, if such permission or authority is either not obtained or denied either before or after the availability of the relevant Loftleague Services, events or Team(s) are hosted or provided.
- To the extent permitted under law, in the event of suspension or closure of any Services, events or Contests, Users (including Participants) shall not be entitled to make any demands, claims, on any nature whatsoever.

## 22. MISCELLANEOUS

Loftleague may be required under certain legislations, to notify User(s) of certain events. User(s) hereby acknowledge and consent that such notices will be effective upon Loftleague posting them on the Loftleague or delivering them to the User through the email address provided by the User at the time of registration. User(s) may update their email address by logging into their account on the Loftleague. If they do not provide Loftleague with accurate information, Loftleague cannot be held liable for failure to notify the User.

Loftleague shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including but not limited to any failure to perform due to unforeseen circumstances or cause beyond Loftleague's control such as acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, network infrastructure failures, strikes, or shortages of transportation facilities, fuel, energy, labour or materials or any cancellation of any cricket match to which a Teams relates. In such circumstances, Loftleague shall also be entitled to cancel any related Teams(s) and to process an appropriate refund for all Participants.

Loftleague's failure to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision. Users agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Loftleague or these Terms must be filed within thirty (30) days of such claim or cause of action arising or be forever barred.

These Terms and Conditions, including all terms, conditions, and policies that are incorporated herein by reference, constitute the entire agreement between the User(s) and DDM Tech Private Limited and govern your use of the Loftleague, superseding any prior agreements that any User may have with DDM Tech Private Limited.

If any part of these Terms and Conditions is determined to be indefinite, invalid, or otherwise unenforceable, the rest of these Terms and Conditions shall continue in full force. Loftleague reserves the right to moderate,



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restrict or ban the use of the Loftleague, specifically to any User, or generally, in accordance with Loftleague's policy/policies from time to time, at its sole and absolute discretion and without any notice.

If the match(T20/ODI/Test) is reduced to limited overs and the result is declared using any of the conventional methods(D/L method or any other method) then the points are awarded to the players according to the portals points system based on the performances in those limited overs which are played and the match would be marked completed. Only in case if the result is not declared then and only then the match would be canceled on the portal and user will be provided with the refund of the entry amount .The refund amount will be added to the bonus section of the users Loftleague wallet.

### 23. STANDARD TERMS AND CONDITIONS OF PROMOTIONS

These standard terms and conditions of promotions ("Standard Terms") supplement the terms of promotions undertaken on the Loftleague website and which reference these Standard Terms (each a "Promotion") :

- Participation in any Promotion will be subject to a user complying with the Promotion Terms implemented by Loftleague in respect of such Promotion ("Promotion Terms") and these Standard Terms. By participating in any Promotion, the participant further consents to and agrees to adhere with the terms and conditions of the Loftleague game and Loftleague's privacy policy.
- The Promotions are only open to users in India. Participation in the Promotions by proxy is not permitted.
- Participation in the Promotions is voluntary.
- Participation in one Promotion does not guarantee that such user will be eligible to participate in another Promotion.
- A user may participate in a Promotion and avail of each Promotion only through one account. An existing user of Loftleague shall not register a new account or operate more than one user account with Loftleague or participate in a Promotion by registering a new account.
- Users intending to participate in a Promotion may be required to verify their mobile number and other account details in accordance with the Promotion Terms for such Promotion.
- Persons intending to participate in a Promotion, who have listed their phone numbers on the National Do Not Call Registry ("NDNC Registry"), shall de-register themselves from the NDNC Registry till the completion of such Promotion [including the delivery of Bonus Amount (if any) or the free-entry (if any) under such Promotion]. Such persons agree not to make any claim or raise any complaint whatsoever against Loftleague in this respect. Please note that persons intending to participate in a Promotion who have not de-registered themselves from the NDNC Registry shall also have no right to make any claim or raise any complaints against Loftleague if they do or do not receive any call or SMS with respect to their participation and all other matters pertaining to a Promotion.
- The verification process may require you to submit personal information about yourself. You agree to receive communication from Loftleague. Any information collected in respect of your identity and contact details as part of a Promotion or otherwise in the course of your use of the Loftleague Website shall be subject to Loftleague's Privacy Policy.
- Loftleague has its sole and absolute discretion, disqualify any user from a Promotion if such user engages in or it is found that such user has engaged in any illegal, unlawful or improper conduct (with regard to any of the Promotions or otherwise).
- The Bonus Amount (if any) deposited into the user's account can be used to join cash contest on Loftleague. However, the Bonus Amount (if any) cannot be withdrawn or transferred to any other cash balance account held by you with Loftleague or to any third party account or to any bank/payment instrument account. THE BONUS AMOUNT (IF ANY) SHALL EXPIRE AND BE WITHOUT EFFECT AT THE END OF THIRTY DAYS FROM THE DATE OF CREDIT OF THE BONUS AMOUNT (IF ANY).
- The deposit of the Bonus Amount (if applicable) or the grant of the free-entry (if any) shall be at the sole discretion of Loftleague and shall be subject to the user's compliance with these Standard Terms and the applicable Promotion Terms. Loftleague may substitute or change the Bonus Amount (if any) or free-entry (if any) offered under a Promotion at any time without notice. Users may not substitute Bonus Amount (if any) or free-entry (if any) for other items or exchange for cash.

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- Loftleague reserves the right to withhold or forfeit the benefits of a Promotion (including a free-entry or Bonus Amount due to a participant or any prizes/winnings earned by the participant by using such benefits) in the event that it determines or reasonably believes that the participating user has violated these Standard Terms, the applicable Promotion Terms or the terms and conditions of the Loftleague fantasy game(s).
- Mere participation in a Promotion does not entitle the participant to receive any free-entry or Bonus Amount(s) indicated as a prize under such Promotion.
- Each Promotion cannot be clubbed with any of other contest/offer/promotion that are running simultaneously and organised or conducted by Loftleague.
- Loftleague reserves the right to change/modify/or withdraw any of the Promotions and/or change these Standard Terms and/or the Promotion Terms without any prior notice of the same at its sole discretion.
- Loftleague does not make any commitment, express or implied, to respond to any feedback, suggestion and, or, queries of the participants of the Promotions.
- The Promotions shall be governed by the laws of the Republic of India, and any disputes or disagreements in respect of this Promotion shall be subject to the exclusive jurisdiction of the courts of Mumbai.

### 24. STANDARD TERMS AND CONDITIONS OF "CASHBACK PROMOTION"

This "Cashback Promotion" ("Promotion"), is open for participation to existing users of Loftleague who have not previously participated in a pay-to-play contest on Loftleague. Users are required to make a deposit and participate in their first pay-to-play cricket contest on Loftleague through the 'Pro' version of Loftleague's mobile application for iOS and/or Android mobile devices, (collectively, the "Designated Platforms"), to be eligible to receive a Bonus Amount credited into their Cash Bonus Account, subject to these Terms.

- Please note our terms and conditions ("Terms") in this respect, as they govern your participation in the Promotion:
- Eligibility – Participation in the Promotion is only available to existing users of Loftleague who are eligible to participate in the pay-to play Loftleague fantasy games (as per Loftleague's terms and condition (accessible here) but who have not previously participated in a pay-to-play cricket contest on Loftleague. An 'existing user' of Loftleague shall mean a user who presently operates an account with the Loftleague or operated an account with Loftleague at any point of time.
- By participating in the Promotion, you agree to comply with these Terms, the Standard Terms and Conditions for Promotions and the terms and conditions of the Loftleague game (accessible here).
- The Promotion will be open for participation for such time periods as may be published from time to time on the Designated Platforms (each a "Promotion Period").
- To participate in the Promotion, you must, during a Promotion Period and before the expiry of a Promotion Period participate in the First Game (defined below) before the expiry of the applicable Promotion Period. The Promotion is available only respect of the first pay-to-play Loftleague fantasy cricket contest that the participating user participates in through the Designated Platforms after the registration of such user's account with Loftleague ("First Game"). Upon joining the First Game, you will receive an email on your email address as registered with your Loftleague account, which email will summarise the terms and mechanics of the Promotion.
- It is clarified that a participating user shall not be eligible to receive any Bonus Amount:
  - (i) if such user registers or creates an account with Loftleague through Platforms other than the Designated Platforms;
  - (ii) for any non-cricket pay-to-play Loftleague contest in which such user participates; or
  - (iii) For any pay-to-play Loftleague contest in which such user participates through platforms other than the Designated Platforms; or
  - (iv) For any pay-to-play Loftleague contest in which such user participates after the First Game or before or after the applicable Promotion Period; or
  - (v) For any private pay-to-play Loftleague contest in which such user participates; or

## TERMS AND CONDITION

(vi) For any pay-to-play Loftleague contest in which such user participates and which remains unfilled prior to the commencement of the match to which it relates; or  
(vii) for any pay-to-play Loftleague contest in which such user participates and which is cancelled by Loftleague due to the match to which it relates being abandoned.

- No person shall seek participation in the Promotion as a matter of right.

### 25. MULTIPLE GROUP

- User can create at Max 7 groups. No group name will be given separately to each group, henceforth only once a pop-up on group creation will be shown to the user to set a User name which once entered will never change.
- Whenever a user sees his group it will be displayed as Group 1 to Group 7 in, View Group screen, Group Selection screen, also in Team joining page it will be displayed as Group 1 to Group 7. Only in View Standings details page in the users list the group names will be displayed as 'Username + S 1'. For ex:- Username = Rock and Group 3 will be displayed as 'Rock S3'.
- While Joining any team user will be directly shown all the groups he has created and to join the team with multiple group the exact team joining amount for selected number of groups will be deducted for joining the team.
- Before joining team if user sees a vacancy to join a team with multiple group, before completion of the process of the user if the team is joined by any other users so, the total remaining spaces will be given to the first selected groups of the user and the renaming groups will be added to the newly created teams.
- User can join with 3 groups only when the team size is of 10 or more, 4 - 5 groups if the team size is 20 or more, 6 - 7 groups if the team size is 30 or more.
- User would be asked for a username which would be unique and asked only once and would be non-editable and would be unique for each user. On saving of the group for the first user will be asked for the user name.

### 26. SWAP TEAMS

- User should have created more than one group for that so that group will appear in swap section.
- User should have not joined that same team with that group so that group will appear in swap section.
- Match should be in upcoming mode to swap the groups.
- After clicking on the swap option and then selecting the new group to be swapped with current group user should click on done button so that the actual swapping should work.
- In case or in scenario if the swapping process failed to happen, in this case user has to check always if the swapping got successful, if failed Loftleague does not holds any liability for the failure of the function due to users fault. No queries will be entertained.
- Swapping a group from teams would not cost user any extra charges.

### 27. PRIVATE TEAM

- User needs to create a group prior to creating or joining the private team for a particular match.
- User can create at max 2 Private Team for a single match. Once a team is created user cannot edit or delete the team.
- User can't create a team using bonus cash nor can he join a team with bonus cash.
- User who has created the team can find the private team code for the created team in his view standings screen of that particular match.
- After the user clicks on create team, then the team entry amount would be deducted from his account.
- User should have a private team code to join a private team.

## TERMS AND CONDITION

- While creating the private team the Minimum number of participants should be 2 and Maximum can be 50, minimum winning amount should be Rs.10 and Maximum winning amount can be Rs. 20000.
- If team is not filled totally, Winning amount is distributed on basis of percentage (%). If Number of Entries are less than the Number of Winners then the top 40% group will get the new winning amount equally distributed
- If the team does not fill then team will be auto resized and winning amount will be distributed accordingly.
- No referral bonus will be given to the referred person.
- Joining a team is completely users decision and no refund will be provided in case a user joins any Private team, so it is request to users to read all the details of Teams prior to joining it.
- When the Team is created, user who creates the team is the first entry in that team with the entry amount being deducted from his account.

### 28. MULTIPLE WINNERS

- Multiple winners team has more than 1 winner.
- If you want to check winning amount distribution just click on that particular team.
- If there is no competitor against a user or only one user is in a team, in this condition team will be canceled and joining amount transfer to the user's wallet.
- If Number of Entries are less than the Number of Winners then the top 40% group will get the new winning amount equally distributed. For further clarification about team compression refer to point 30. Team Compression Scenario.

### 29. SAFE PLAY PLAYING 11 INDICATION: -

The indication of playing 11 players for any safe play match is a data received from third party. In case if the displayed players does not play the corresponding match then Lofleague does not hold any responsibility for the same.