**1. Apni Cricket league**

Apni Cricket League (ACL) is the brand of JS Bank Limited ("JS"). ACL as used herein shall be construed as a collective reference to the ACL App.

**2. Usage of ACL**

* Any person utilizing ACL or the ACL App ("**User**") for availing the online information and database retrieval services, including, gaming services, offered therein "**ACL Services**") or participating in the various League and, games (including fantasy games), being conducted on ACL ("**League**") shall be bound by these Terms and Conditions, and all other rules, regulations and terms of use referred to herein or provided by ACL in relation to any ACL Services.
* ACL shall be entitled to modify these Terms and Conditions, rules, regulations and terms of use referred to herein or provided by ACL in relation to any ACL Services, at any time, by posting the same on ACL. Use of ACL constitutes the User's acceptance of such Terms and Conditions, rules, regulations and terms of use referred to herein or provided by ACL in relation to any ACL Services, as may be amended from time to time. ACL 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 ACL, by way of sending in-app notifications, email, and/or call to given/registered mobile number . 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 ACL. 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 ACL.
* Certain ACL Services being provided on ACL 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.
* ACL may, at its sole and absolute discretion:
  + - Restrict, suspend, or terminate any User's access to all or any part of ACL or ACL Services;
    - Change, suspend, or discontinue all or any part of the ACL Services;
    - Reject, move, or remove any material that may be submitted by a User;
    - Move or remove any content that is available on ACL;
    - Deactivate or delete a User's account and all related information and files on the account;
    - Establish general practices and limits concerning use of ACL;
    - Revise or make additions to the roster of players available for selection in a League 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 ACL reasonably believes that such User has breached these Terms and Conditions, or has illegally or improperly used ACL or the ACL Services, ACL 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 ACL or the ACL Services, deactivate or delete the User's account and all related information on the account, delete any content posted by the User on ACL and further, take technical and legal steps as it deems necessary.

**3. Intellectual Property**

* ACL includes a combination of content created by ACL, its partners, sponsors, licensors, associates and/or Users. The intellectual property rights **("Intellectual Property Rights")** in all software underlying ACL and the ACL Services and material published on ACL, including (but not limited to) games, League, software, advertisements, written content, photographs, graphics, images, illustrations, marks, logos, audio or video clippings and Flash animation, is owned by ACL, its partners, sponsors, 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 ACL either in whole or in part without express written license from ACL.
* 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 ACL **("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 ACL. Users agree to indemnify and hold harmless ACL, 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 ACL, by such User or through the User's commissions or omissions.
* Users hereby grant to ACL and its affiliates, partners, sponsors, licensors and associates a worldwide, irrevocable, royalty-free, non-exclusive, sub-licensable license to use, reproduce, create derivative works, publicly perform, publicly display, transfer, transmit, and/or publish Users' Content for any of the following purposes:
  + - displaying Users' Content on ACL
    - 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 ACL(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 ACL.

**4. Third Party Sites, Services and Products**

* ACL 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. ACL does not exercise control over any Internet sites apart from ACL, and cannot be held responsible for any content residing in any third party Internet site. ACL's inclusion of third-party content or links to third-party Internet sites is not an endorsement by ACL 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 ACL will not be responsible or liable for any loss or damage of any sort incurred as a result of any such transactions with third parties. Any questions, complaints, or claims related to any third party product or service should be directed to the appropriate vendor.
* ACL contains content that is created by ACL as well as content provided by third parties. ACL does not guarantee the accuracy, integrity, quality of the content provided by third parties and such content may not relied upon by the Users in utilizing the ACL Services provided on ACL including while participating in any of the League hosted on ACL.

**5. Privacy Policy**

All information collected from Users, such as registration and credit card information, is subject to ACL'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, ACL 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 ACL Services;
    - De-activating 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 Winnings Account on the date of deactivation or deletion shall be transferred to the User's bank account on record with ACL 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 ACL). Users further agree to update and keep updated their registration information.
* A User shall not register or operate more than one User account with ACL.
* Users agree to ensure that they can receive all communication from ACL by e-mails and ,registered mobile phone number (through ain-app notifications or calls) from ACL/Sponsors as part of their "safe senders" list. ACL shall not be held liable if any e-mail, calls, and in-app notifications remain unread or unanswered by a User.
* Any one-time pin (OTP) issued by ACL to a User may not be revealed to anyone else. Users may not use anyone else's OTP. Users are responsible for maintaining the confidentiality of their accounts and pins and passwords. Users agree to immediately notify ACL 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. ACL 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 unauthorised third party software designed to modify or interfere with ACL Services and/or ACL 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 ACL or ACL Services.
* Users agree that without ACL's express written consent, they shall not modify or cause to be modified any files or software that are part of ACL's 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 ACL or the ACL Services (each a "Server"); or (2) the enjoyment of ACL 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 ACL Services or any other person's use or enjoyment of ACL Services.
* Users shall not attempt to gain unauthorised access to the User accounts, Servers or networks connected to ACL Services by any means other than the User interface provided by ACL, 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 ACL Services.
* Without limiting the foregoing, Users agree not to use ACL for any of the following:
  + - To engage in any obscene, offensive, indecent, racial, communal, anti-national, objectionable, defamatory or abusive action or communication;
    - Applicable Law of the land
    - To harass, stalk, threaten, or otherwise violate any legal rights of other individuals;
    - To publish, post, upload, e-mail, distribute, or disseminate (collectively, "Transmit") any inappropriate, profane, defamatory, infringing, obscene, indecent, or unlawful content;
    - 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, ACL, any software, hardware, or telecommunications equipment;
    - To advertise, offer or sell any goods or services for any commercial purpose on ACL without the express written consent of ACL;
    - To Transmit content regarding services, products, surveys, League, 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 ACL without the express written consent of ACL;
    - To Transmit content regarding services, products, surveys, League, pyramid schemes, spam, unsolicited advertising or promotional materials, or chain letters;
    - 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 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 ACL, servers, or networks;
    - To impersonate any person or entity, including, but not limited to, a representative of ACL, or falsely state or otherwise misrepresent User's affiliation with a person or entity;
    - To forge headers or manipulate identifiers or other data in order to disguise the origin of any content transmitted through ACL or to manipulate User's presence on ACL(s);
    - To take any action that imposes an unreasonably or disproportionately large load on our infrastructure;
* If a User chooses a username that, in ACL's considered opinion is obscene, indecent, abusive or that might subject ACL to public disparagement or scorn, ACL reserves the right, without prior notice to the User, to change such username and intimate the User or delete such username and posts from ACL, deny such User access to ACL, or any combination of these options.
* Unauthorized access to ACL is a breach of these Terms and Conditions, and a violation of the law. Users agree not to access ACL by any means other than through the interface that is provided by ACL for use in accessing ACL. 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 ACL is subject to existing laws and legal processes. Nothing contained in these Terms and Conditions shall limit ACL's right to comply with governmental, court, and law-enforcement requests or requirements relating to Users' use of ACL.
* Users may contact ACL through the ‘Contact Us’ feature of the app 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 ACL or the ACL Services or inter alia, in the league, uploading pictures, playing games or being part, directly or indirectly, of any activity on ACL. Entry to ACL without consent from parent/s or legal guardian and consequent participation in any activity on ACL Website is not permitted and such person is subject to disqualification at the sole and absolute discretion of ACL, whenever it comes to the knowledge of ACL.
* ACL 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.
* Persons below the age of 18 years are allowed to use ACL app with the consent of their parent/s or legal guardians, they may not (where expressly stated in the rules of the League)
* ACL may not be held responsible for any content contributed by Users on the ACL app.

**7. Registration**

* In order to register for the League, Participants are required to accurately provide their valid Pakistani mobile number.
* Participants are also required to confirm that they have read, and shall abide by, these Terms and Conditions.
* Participants are will get a confirmation message displayed in the app.

**8. League, Participation and Prizes**

* As part of its services, ACL may also conduct League on the ACL.   
  Currently, ACL provides A fantasy cricket game. Individual users wishing to participate in the ACL Services ("Participants") are invited to create their own fantasy team **("Team/s")** consisting of real life cricketers (as applicable) involved in the real-life cricket match (as applicable. ACL offers Participants fantasy game League relating to PSL, and Participants can participate in such League with their Team. Teams are awarded points on the basis of the real life cricketers' (as applicable) performances at the end of a designated match, round or tournament of the League. The Participant(s) whose Team(s) have achieved the highest aggregate point(s) in the League shall be declared a winner **("Winner/s")**. In certain pre-specified League, ACL, may declare more than one Winner and distribute prizes to such Winners in increasing order of their Team's aggregate point at the end of the designated round(s) of the League.   
  The League across the ACL Services shall, in addition to the Terms and Conditions, rules and regulations mentioned herein, be governed by "Rules" available in Rules section of the App.
* The prizes distributed to the winners of this league will be awarded by JS Bank and the Third parties affiliated with ACL.
* Currently, the League made available by ACL Users may participate in the League as provided in the App. 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 in the App.
* Participants acknowledge and agree that they may enter only one Team in any League offered in relation to a PSL. The Participant will be permitted to edit or revise their Team for participation. In addition, it is expressly clarified that ACL may, from time to time, restrict the maximum number of Team that may be created by a single User account (for each format of the ACL Services), in each case to such number as determined by ACL in its sole discretion.
* ACL provides League. in two separate formats of ACL Services, (1) as a public league where Users can participate in a league with other Users without any restriction on participation and (2) private league, where Users can invite specific Users into a League and restrict participation to such invited Users. All rules applicable to League as set out herein shall be applicable to both formats of the League.
* **Private League**
  + In the Private league format of the League, ACL enables Users to create a league ("Private league") and invite other users, whether existing Users or otherwise, ("Invited User") to enlist their Team and participate in the League. The User shall supply a name for the Private league. User to register with ACL (if necessary) and participate in the Private league in relation to which the invite code has been issued.

**10. Legality of Game of Skill**

* The League (s) described above (across the ACL Services) are games of skill as success of Participants depends primarily on their superior knowledge of the games of cricket and knowledge of players' relative form, players' performance in a particular territory, conditions and/or game format, attention and dedication towards the League and adroitness in playing the League. The League also requires Participants to field well-balanced sides with limited resources and make transfers at appropriate times to gain the maximum points.
* By participating in this League, each Participant acknowledges and agrees that he/she is participating in a game of skill.
* Games of skill are legal, as they are excluded from the ambit of Indian gambling legislations including, the Public Gambling Act of 1867.The Indian Supreme Court in the cases of State of Andhra Pradesh v. K Satyanarayana (AIR 1968 SC 825) and KR Lakshmanan v. State of Tamil Nadu (AIR 1996 SC 1153) has held that a game in which success depends predominantly upon the superior knowledge, training, attention, experience and adroitness of the player shall be classified as a game of skill.
* The Contest (s) described above are games of skill as success of Participants depends primarily on their superior knowledge of the games of cricket, knowledge of players' relative form, players' performance in a particular territory, conditions and/or format (such as ODIs, test cricket and Twenty20), attention and dedication towards the Contest(s) and adroitness in playing the Contest(s). The Contest(s) also requires Participants to field well-balanced sides with limited resources and make substitutions at appropriate times to gain the maximum points.
* By participating in this Contest(s), each Participant acknowledges and agrees that he/she is participating in a game of skill.

**11. Eligibility**

* Persons who wish to participate must have a valid phone number.
* ACL may on receipt of information bar a person from participation and/or withdrawing winning amounts if such person is found to be one with insider knowledge of participating teams in any given contests/match, organizing boards, leagues etc.
* Only those Participants who have successfully registered on ACL as well as registered prior to each match in accordance with the procedure outlined above shall be eligible to participate in the Contest and win prizes.

**12. Payment Terms**

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

The payment of pre-designated amount Users make to participate in the Contest(s) is inclusive of the pre-designated platform fee for access to the ACL Services charged by ACL and pre-determined participant’s contribution towards prize money pool.

Subject to these Terms and Conditions, all amounts collected from the User are held in a separate non-interest earning Escrow Account with a Trustee , which is responsible for management of user account and prize pool, until determination of the Winners and distribution of prizes. ACL receives only its share of the platform Fees through the said Escrow Agent and has no control over the User Funds held by the Escrow Agent in a dedicated non-interest earning Escrow Account.

The ACL reserves the right to charge a Platform Fee, which would be specified and notified by ACL on the Contest page, being created on ACL platform, prior to a User's joining of such Contest. The Platform Fee (inclusive of applicable tax thereon) will be debited from the User’s account balance and ACL shall issue an invoice for such debit to the User.

The User may participate in a Contest wherein the User has to contribute a pre-specified contribution towards the Prize Money Pool of such Contest, which will be passed on to the Winner(s) of the Contest after the completion of the Contest as per the terms and conditions of such Contest. It is clarified that ACL 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 Contest 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 maintained with the Trustee.

Any user availing ACL services are provided with two categories of accounts for the processing and reconciliation of payments: (i) 'Unutilized' Account, (ii) Winnings Account. It is clarified that in no instance the transfer of any amounts in the User's accounts to any other category of account held by the user or any third party account, including a bank account held by a third party:

User's winnings in any Contest will reflect as credits to the User's Winnings Account.

User’s remitting the amount the designated payment gateway shall be credited to User’s Unutlized Account’.

Each time a User participates in any contest on ACL platform, the pre-designated amount shall be debited in the User’s account. In debiting amounts from the User’s accounts towards the pre-designated amount of such user shall be debited from the User’s Unutilized Account and thereafter, any remaining amount of participation fee shall be debited from the User’s Winning Account.

In case there is any amount remaining to be paid by the User in relation to such User’s participation in any match(s) or Contest(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 the pre-designated amount, the amount in excess shall be transferred to the User’s ‘Unutilized’ Account and will be available for use in participation in any match(s) or Contest(s) or for withdrawal in accordance with these Terms and Conditions.

Debits from the ‘Unutilized’ Account for the purpose of enabling a user’s participation in a Contest shall be made in order of the date of credit of amounts in the ‘Unutilized’ Account, and accordingly amounts credited into ‘Unutilized’ Account earlier in time shall be debited first.

A User shall be permitted to withdraw any amounts credited into such User's 'Unutilized' Account for any reason whatsoever by contacting ACL Customer Support. All amounts credited into a User's 'Unutilized' Account must be utilised within 335 days of credit. In case any unutilised amount lies in the 'Unutilized' Account after the completion of 335 days from the date of credit of such amount, ACL 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 Winnings Account may be made by way of a request to ACL but shall occur automatically upon completion of 335 days from the date of credit of such amount in the User's Winnings Account. In either case, ACL shall effect an online transfer to the User's bank account on record with ACL within a commercially reasonable period of time. Such transfer will reflect as a debit to the User's Winnings Account. ACL shall not charge any processing fee for the online transfer of such amount from the Winnings Account to the User's bank account on record with ACL. 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 ACL 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 ACL, as well as the name and address existing in the records of the User's bank account as provided to ACL. In the event that no bank account has been registered by the User against such User's account with ACL, or the User has not verified his/her User account with ACL, to ACL's satisfaction and in accordance with these Terms and Conditions, ACL shall provide such User with a notification to the User's email address as on record with ACL 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, ACL shall be entitled to forfeit any amounts subject to transfer on the Auto Transfer Date. Failure to provide ACL with a valid bank account or valid identification documents (to ACL's satisfaction) may result in the forfeiture of any amounts subject to transfer in accordance with this clause.

Further, in order to conduct promotional activities, ACL may gratuitously issue Bonus points (Called as Cash Bonus) to the User for the purpose of participation in any Contest(s) and no User shall be permitted to transfer or request the transfer of any amount in to the Cash Bonus . The usage of any points issued shall be subject to the limitations and restrictions, including without limitation, restrictions as to time within which such points must be used, as applied by ACL and notified to the User at the time of issue of such amount. The issue of any points to the user is subject to the sole discretion of ACL and cannot be demanded by any User as a matter of right. The issue of any such amount by Deam11 on any day shall not 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 ACL to such User. The bonus points/Cash Bonus granted to the user may be used by such User for the purpose of setting off against the contribution to prize pool in any Contest, in accordance with these Terms and Conditions. The bonus points shall not be withdraw-able or transferrable to any other account of the User, including the bank account of such User, or of any other User or person, other that as part of the winnings of a User in any Contest(s). In case the User terminates his/her account with ACL or such account if terminated by ACL, all bonus points granted to the user shall return to ACL and the User shall not have any right or interest on such points.

All cash bonus credited in the User account shall be valid for a period of 14 days from the date of credit. The cash bonus shall lapse at the end of 14 days and the cash bonus amount shall not reflect in the User account

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

The User acknowledges that subject to time taken for bank reconciliations and such other external dependencies that ACL has on third parties, any transactions on ACL Platform may take up to 24 hours to be processed. Any amount paid or transferred into the User's 'Unutilized' Account or Winnings Account may take up to 24 hours to reflect in the User's 'Unutilized' Account or Winnings Account balance. Similarly, the utilization of the bonus points or money debited from 'Unutilized' Account or Winnings Account may take up to 24 hours to reflect in the User's 'Unutilized' Account or Winnings Account balance. Users agree not to raise any complaint or claim against ACL in respect of any delay, including any lost opportunity to join any Contest or match due to delay in crediting of transaction amount into any of the User's accounts

A transaction, once confirmed, is final and no cancellation is permissible.

ACL may, in certain exceptional circumstances and 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.

**13. Tabulation of Fantasy Points**

ACL may obtain the point feed and other information required for the computation and tabulation of fantasy points from published game results and statistics from a credible source. 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 statistics and game results published comes to its attention, ACL shall use best efforts to rectify such error prior to the distribution of prizes. However, ACL hereby clarifies that it relies on the accuracy and completeness of published game results and statistics point and does not itself warrant or make any representations concerning the accuracy thereof and, in any event, ACL 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 points/statistics published to the world at large. Users and Participants agree not to make any claim or raise any complaint against ACL in this respect.

The ACL offers an in-App purchase option, which can be opened in the app by a valid CNIC holder . You are able to play the League without any in-App Purchases if you wish to do so. The User acknowledges and agrees that they are fully responsible for managing their In-App purchases in their account.

**14. Selection and Verification of Winners and Conditions relating to the Prizes**

* **Selection of Winners**  
  Winners will be decided on the basis of the points of the Teams in a designated round (which may last anywhere between one day and an entire tournament) of the League. The Participant(s) owning the Team(s) with the highest aggregate points in a particular round shall be declared the Winner(s). ACL may declare more than one Winner and distribute prizes to such Winners in increasing order of their Team's aggregate point at the end of the designated round of the League. This also applies to multiple teams who may have earned the same aggregate points as any individual player, and the winner in this case (but not limited to) will be picked through a lucky draw but the final authority rests with the ACL. Participants creating Teams on behalf of any other Participant or person shall be disqualified.   
    
  ACL 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 ACL"Rules", etc.
* **Contacting Winners**   
  Winners shall be contacted by ACL/Sponsor or the third party conducting the League through in-app notifications and/ or mobile phone number or e-mail address provided at the time of registration. The verification process and the documents required for the collection of prizes are noted below. As a general practice, winners will be required to provide following documents:
  + - Photocopy of the User's CNIC; and Contact Number should be in the name of same CNIC

ACL/Sponsor shall not permit a Winner to withdraw his/her prize(s)/accumulated winnings unless the above-mentioned documents have been received and verified within the time-period stipulated by ACL/Sponsor. 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. ACL/Sponsor 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 ACL’s facebook page.   
In the event that a Participant has been declared a Winner on the abovementioned web-page but has not received any communication from ACL/Sponsor, such Participant may contact through the in-app Contact Us page.

* **Verification process**   
  Only those Winners who successfully complete the verification process and provide the required documents within the time limit specified by ACL/Sponsor shall be permitted to withdraw/receive their accumulated winnings (or any part thereof). ACL/Sponsor shall not entertain any claims or requests for extension of time for submission of documents.   
  ACL/Sponsor shall scrutinise all documents submitted and may, at its sole and absolute discretion, disqualify any Winner from withdrawing his accumulated winnings (or any part thereof) on the following grounds:
  + - Determination by ACL that any document or information submitted by the Participant is incorrect, misleading, false, fabricated, incomplete or illegible; or
    - Participant does not fulfill the Eligibility Criteria specified in Clause 10 above; or
    - Any other grounds that may occur during the course of the ACL login.
* **Taxes Payable**   
  All prizes shall be subject to deduction of tax. The Winners shall be responsible for payment of any other applicable tax, including but not limited to, income tax, gift tax, etc...
* **Miscellaneous**   
  The decision of ACL/Sponsor with respect to the awarding of prizes shall be final and binding.   
  Employees of JS Bank and/or titled sponsors are barred from receiving any prizes.

In App Purchases can only be made by persons holding a valid CNIC.

If it is found that a Participant playing the League is under the age of eighteen (18), ACL shall be entitled, at its sole and absolute discretion, to disqualify such Participant and forfeit his/her prize. Further, ACL may, at its sole and absolute discretion, suspend or terminate such Participant's account.   
  
To the extent permitted by law, ACL/Sponsor 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.   
  
ACL/Sponsor may, at its sole and absolute discretion, vary or modify the prizes being offered to winners. Participants shall not raise any claim against ACL or question its right to modify such prizes being offered, prior to closure of the League.   
  
ACL/Sponsor will not bear any responsibility for the transportation or packaging of prizes to the respective winners. ACL/Sponsor 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.   
  
  
  
All prizes are non-transferable and non-refundable. Prizes cannot be exchanged / redeemed for cash or kind. No cash claims can be made in lieu of prizes in kind.

**15. Publicity**

Acceptance of a prize by the Winner constitutes permission for ACL, 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 ACL without any charge. The exact dates remain the sole discretion of ACL. Promotional activities may include but not be limited to press events, internal meetings and ceremonies/functions.

**16. General Conditions**

If it comes to the notice of ACL that any governmental, statutory or regulatory compliances or approvals are required for conducting any League or if it comes to the notice of ACL that conduct of any such League is prohibited, then ACL shall withdraw and / or cancel such League without prior notice to any Participants or winners of any League. Users agree not to make any claim in respect of such cancellation or withdrawal of the League, or league it in any manner.   
  
Employees, of ACL, will not be eligible for grand prizes.

**17. Dispute and Dispute Resolution**

* The courts of competent jurisdiction at Karachi, shall have exclusive jurisdiction to determine any and all disputes arising out of, or in connection with, the ACL Services provided by ACL (including the League)), the construction, validity, interpretation and enforceability of these Terms and Conditions, or the rights and obligations of the User(s) (including Participants) or ACL, 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 Islamic Republic of Pakistan.
* 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 fifteen (15) days of receipt of Notification, the dispute shall be settled by arbitration.
* The place of arbitration shall be Karachi, Islamic Republic of Pakistan.
* 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 arbitral 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 ACL from seeking and obtaining interim or permanent equitable or injunctive relief, or any other relief available to safeguard ACL'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 ACL to pursue any remedy for monetary damages through the arbitration described herein.

**18. Release and Limitations of Liability**

* Users shall access the ACL Services provided on ACL voluntarily and at their own risk. ACL 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 ACL Services (including participation in the League) or as a result of acceptance of any prize.
* By entering the ACL and accessing the ACL Services provided therein, Users hereby release from and agree to indemnify ACL, and/ or any of its directors, employees, partners, sponsors, associates and licensors, from and against all liability, cost, loss or expense arising out their access to the ACL 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.
* ACL 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 ACL Services by conducting an illegal act or due to non-conformity with these Terms and Conditions and other rules and regulations in relation to ACL Services, including provision of incorrect address or other personal details. Users also undertake to indemnify ACL 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 ACL on account of such act on the part of the Users.
* Users shall indemnify, defend, and hold ACL harmless from any third party/entity/organization claims arising from or related to such User's engagement with the ACL or participation in any League. In no event shall ACL be liable to any User for acts or omissions arising out of or related to User's engagement with the ACL or his/her participation in any League.
* In consideration of ACL allowing Users to access the ACL Services hosted on the ACL, 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 ACL, 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 ACL Services or related to the League or the prizes of the League.

**19. Disclaimers**

* To the extent permitted under law, neither ACL nor its parent/holding company, subsidiaries, affiliates, 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, ACL shall not be responsible for any harm resulting from downloading or accessing any information or material, the quality of servers, games, products, ACL services or sites, cancellation of competition and prizes. ACL disclaims any responsibility for, and if a User pays for access to one of ACL's Services the User will not be entitled to a refund as a result of, any inaccessibility that is caused by ACL's maintenance on the servers or the technology that underlies our sites, failures of ACL's service 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, ACL does not provide any warranty as to the content on the ACL(s). ACL(s) content is distributed on an "as is, as available" basis.
* Any material accessed, downloaded or otherwise obtained through ACL is done at the User's discretion, competence, acceptance and risk, and the User will be solely responsible for any potential damage to User's computer system or loss of data that results from a User's download of any such material.
* ACL shall make best endeavours to ensure that the ACL(s) is error-free and secure, however, neither ACL nor any of its partners, sponsors, licensors or associates makes any warranty that:
  + - the ACL(s) will meet Users' requirements,
    - ACL(s) will be uninterrupted, timely, secure, or error free
    - the results that may be obtained from the use of ACL(s) will be accurate or reliable; and
* In case ACL discovers any error, including any error in the determination of Winners, ACL reserves the right (exercisable at its discretion) to rectify the error in such manner as it deems fit In case of exercise of remedies in accordance with this clause, ACL 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 ACL nor its partners, sponsors, 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 app, even if we have been advised of the possibility of such damages.
* Any ACL Services, events or League being hosted or provided, or intended to be hosted or provided by ACL and requiring specific permission or authority from any statutory authority or any state or the 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 ACL Services, events or League are hosted or provided.
* To the extent permitted under law, in the event of suspension or closure of any Services, events or League, Users (including Participants) shall not be entitled to make any demands, claims, on any nature whatsoever.

**20. Miscellaneous**

* ACL 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 ACL posting them on the ACL or delivering them to the User through the mobile phone number and/or 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 ACL. If they do not provide ACL with accurate information, ACL cannot be held liable for failure to notify the User.
* ACL 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 ACL'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, labor or materials or any cancellation of any cricket/football/kabaddi match to which a League relates. In such circumstances, ACL shall also be entitled to cancel any related League and to process an appropriate refund for all Participants.
* ACL'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 ACL 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 ACL.
* 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.
* ACL reserves the right to moderate, restrict or ban the use of the ACL, specifically to any User, or generally, in accordance with ACL's policy/policies from time to time, at its sole and absolute discretion and without any notice.
* ACL may, at its sole and absolute discretion, permanently close or temporarily suspend any ACL Services (including any League).