

## TERMS AND CONDITIONS

### 1. Sports Stock Exchange

Sports Stock Exchange (SSE) is a fantasy gaming platform (**Game**) where people participate in sports based matchday contests where they manage a fixed budget by strategically buying and selling player-based units (**Spocks**). Spocks need to be traded before and during a scheduled match in order to create the most valuable portfolio by the end of each match. SSE shall be construed as a reference to the version of SSE accessible on the website and/or the SSE App (the SSE website and the SSE mobile app shall be collectively referred to as constituting the “**Portal**”). Any reference to Portal in these terms and conditions shall be deemed to include reference to either (a) the SSE website, or (b) the SSE mobile app, or (c) both the SSE website and SSE mobile app, as applicable in the said context).

### 2. Usage of SSE

2.1 Any person accessing the Portal ("**User**") for participating in one or more matchday contests through the Game ("**Contest(s)**") shall be bound by these Terms and Conditions, and all other rules, regulations and terms of use referred to herein or provided by SSE in relation to the Contest.

2.2 SSE shall be entitled to modify these Terms and Conditions, rules, regulations and terms of use referred to herein or provided by SSE in relation to any Contests, at any time, by posting the same on SSE's website or by way of providing a notification on the SSE App. Continued use of the Portal, constitutes the User's acceptance of such Terms and Conditions, rules, regulations and terms of use referred to herein or provided by SSE in relation to any Contest, as may be amended from time to time. SSE may, at its sole discretion, 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 SSE, by way of sending an email to the User's registered email address or posting notifications in the User accounts. The User may then exercise the options provided in such 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 SSE. If such options are not exercised by the User within the time frame prescribed in such 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 SSE.

2.3 SSE may, at its sole and absolute discretion:

2.3.1 Restrict, suspend, or terminate any User's access to all or any part of the Portal;

2.3.2 Change, suspend, or discontinue all or any part of the Portal;

2.3.3 Reject, move, or remove any material that may be submitted by a User on the Portal;

2.3.4 Move or remove any content that is available on the Portal;

2.3.5 Deactivate or delete a User's account and all related information and files relating to such User's account;

- 2.3.6 Establish general practices and limits concerning use of Portal, and put in place mechanisms to enforce such limits;
  - 2.3.7 Revise or make additions and/or deletions to the roster of players available for selection in a particular Contest on account of revisions to the roster of players involved in the corresponding sport; and
  - 2.3.8 Assign its rights and liabilities to all User accounts hereunder to any entity (post such assignment, intimation of such assignment shall be sent to all Users on their registered email ids).
- 2.4 In the event any User breaches, or SSE reasonably believes that such User has breached these Terms and Conditions, or has illegally or improperly, used the SSE App, or accessed SSE's website, SSE 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 the Contests, Portal, deactivate or delete the User's account and all related information on the account, delete any content posted by the User on the Portal, and further, take technical and legal steps as it deems necessary.
- 2.5 If SSE charges its Users a platform fee in respect of accessing and using the Portal, SSE shall, without delay, repay such platform fee in the event of suspension or removal of the User's account from the Portal on account of any negligence or deficiency on the part of SSE, but not if such suspension or removal is effected due to:
- 2.5.1 any breach or inadequate performance by the User of any of these Terms and Conditions; or
  - 2.5.2 any circumstances beyond the reasonable control of SSE.
- 2.6 SSE shall obtain Users' consent to receiving communications such as announcements, administrative messages and advertisements from SSE or any of its partners, licensors or associates prior to such communications being shared with the User.

### **3. Intellectual Property**

- 3.1 SSE includes a combination of content created by SSE, its partners, affiliates, licensors, associates and/or Users. The intellectual property rights ("**Intellectual Property Rights**") in all software underlying SSE, including the SSE App and SSE Web Services, and material published on SSE App and SSE Web Services, 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 SSE, 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 that is available on the Portal, either in whole or in part, without the express written consent of SSE.
- 3.2 In the event the Users require to use any Intellectual Property Right or any other content that is available on the Portal, they may request prior consent by writing an email to

[support@ssefantasy.live](mailto:support@ssefantasy.live). The subject of such email should clearly state 'License for use of SSE Content' and must be provided at least 7 (seven) days before the required use of such content.

- 3.3 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 the Portal ("**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 including intellectual property 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 the Portal. Users agree to indemnify and hold harmless SSE, 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 the Portal, by such User or through the User's commissions or omissions.
- 3.4 Users hereby grant to SSE 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:
  - 3.4.1 displaying Users' Content on the Portal;
  - 3.4.2 distributing Users' Content, either electronically or via other media, to other Users seeking to download or otherwise acquire it; and/or
  - 3.4.3 storing Users' Content in a remote database accessible by end users, for a charge.
- 3.5 This license shall apply to the distribution and the storage of Users' Content in any form, medium, or technology.
- 3.6 All names, logos, marks, labels, trademarks, copyrights or intellectual and proprietary rights on the Portal 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 SSE.

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

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

- 4.2 Users' correspondence, transactions/offers 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/offers of such third party shall be subject to the terms and conditions, privacy 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/offers of such third party. User agrees that SSE will not be responsible or liable for any loss or damage of any sort incurred as a result of any such transactions/offers with third parties. Any questions, complaints, or claims related to any third-party product or service should be directed to the appropriate vendor.
- 4.3 Further, the User acknowledges that SSE does not recommend or mandate that the User access any of these third party internet sites that are displayed on the Portal. Any access of these third party internet sites are being done out of the User's own volition and choice, and SSE shall not be liable for any loss, damage or any similar setback that is suffered by the User.
- 4.4 SSE does not guarantee the accuracy, integrity, quality of the content provided by third parties on the Portal, and it is not mandatory to rely on such content while utilizing the Portal including while participating in any of the contests hosted on SSE.

## **5. Privacy Policy**

All information collected from Users, such as registration and credit card information, is subject to SSE's privacy policy which is available in Part B of this page.

## **6. User Conduct**

- 6.1 Users agree to abide by these Terms and Conditions and all other rules, regulations and terms of use of the Portal. In the event, the User does not abide by these Terms and Conditions and all other rules, regulations and terms of use, SSE may, at its sole and absolute discretion, take necessary remedial action, including but not limited to:
- 6.1.1 restricting, suspending, or terminating any User's access to all or any part of the Portal;
- 6.1.2 deactivating or deleting a User's account and all related information and files on the Portal. Any amount remaining unused in the User's account or Winnings Account on the date of deactivation or deletion shall be transferred to the User's bank account on record with SSE, subject to a processing fee (if any) applicable on such transfers as set out herein or under the laws of India and subject to any further investigation that SSE deems necessary as per the laws of India; or
- 6.1.3 refraining from awarding any prize(s) to such User.

- 6.2 Users agree to provide true, accurate, current and complete information at the time of registration and at all other times (as required by SSE). Users further agree to update and keep updated their registration information from time to time.
- 6.3 A User shall not register or operate more than one account with SSE.
- 6.4 Users agree to ensure that they can receive all communication from SSE by marking e-mails or sending SMSs from SSE as part of their "safe senders" list. SSE shall not be held liable if any e-mail/SMS remains unread by a User, as a result of (a) such e-mail getting delivered to the User's junk or spam folder, or (b) if the User had opted for the DND Services offered under the relevant regulations of the Telecom Regulatory Authority of India, or (c) any reason beyond the reasonable control of SSE.
- 6.5 Any password issued by SSE 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 SSE of any unauthorized use of their passwords or accounts or any other breach of security.
- 6.6 Users agree to exit/log-out of their accounts at the end of each session. SSE shall not be responsible for any loss or damage that may result if the User fails to comply with these requirements.
- 6.7 Users agree not to use cheats, exploits, automation, software, bots, hacks or any unauthorized third-party software designed to modify or interfere with the Portal or assist in such activity.
- 6.8 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 the Portal.
- 6.9 Users agree that without the prior, express written consent of SSE, they shall not modify or cause to be modified any files or software that are part of the Portal.
- 6.10 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 SSE and/or the Portal (each a **Server**); or (b) the enjoyment of the Portal by any other User or person.
- 6.11 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 the Portal or any other person's use or enjoyment of the Portal.
- 6.12 Users shall not attempt to gain unauthorized access to the User accounts, Servers or networks connected to the Portal by any means other than the User interface provided by SSE, 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 the Portal.

6.13 Without limiting the foregoing, Users agree not to use the Portal for any of the following:

- 6.13.1 to engage in any obscene, offensive, indecent, racial, communal, anti-national, objectionable, defamatory or abusive action or communication;
- 6.13.2 to harass, stalk, threaten, or otherwise violate any legal rights of other individuals;
- 6.13.3 to publish, post, upload, e-mail, distribute, or disseminate (collectively, **Transmit**) any inappropriate, profane, defamatory, infringing, obscene, indecent, or unlawful content;
- 6.13.4 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, the Portal, any software, hardware, or telecommunications equipment;
- 6.13.5 to advertise, offer or sell any goods or services for any commercial purpose on the Portal without the express written consent of SSE;
- 6.13.6 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;
- 6.13.7 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;
- 6.13.8 to restrict or inhibit any other user from using and enjoying any public area within our sites;
- 6.13.9 to collect or store personal information about other Users;
- 6.13.10 to interfere with or disrupt the Portal, Servers, or networks;
- 6.13.11 to impersonate any person or entity, including, but not limited to, a representative of SSE, or falsely state or otherwise misrepresent User's affiliation with a person or entity;
- 6.13.12 to forge headers or manipulate identifiers or other data in order to disguise the origin of any content transmitted through SSE or to manipulate User's presence on SSE;
- 6.13.13 to take any action that imposes an unreasonably or disproportionately large load on our infrastructure;
- 6.13.14 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, related and are appropriate to that particular Forum.

6.14 If a User chooses a username that, in SSE's considered opinion is obscene, indecent, abusive or that might subject SSE to public disparagement or scorn, or a name which is, or which closely resembles an official team/league/franchise names and/or name of any sporting personality, as the case may be, SSE reserves the right, without prior notice to the User, to restrict usage of such names, which in its opinion falls within any of the said categories and/or change such username and intimate the User or delete such username and posts from SSE, deny such User access to SSE, or any combination of these options.

6.15 Unauthorized access to SSE is a breach of these Terms and Conditions, and a violation of the law. Users agree not to access SSE by any means other than through the interface that

is provided by SSE for use in accessing SSE. 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.

- 6.16 Use of SSE is subject to the laws of India, both at the time of creating an account, and at every point of time that the User uses the Portal. Nothing contained in these Terms and Conditions shall limit SSE's right and duty to comply with governmental, court, and law-enforcement requests or requirements relating to Users' use of SSE.
- 6.17 Users may reach out to SSE by way of an email to *support@ssefantasy.live*, if the User has any concerns with regard to a match and/or contest within 12 (twelve) hours of a winner being declared for a particular contest.
- 6.18 Persons below the age of 18 (eighteen) years are not allowed to participate on any of the contests, Games, or by whatever name they are called on the Portal. The Users will have to disclose their real age at the time of getting access into the Portal.
- 6.19 SSE may not be held responsible for any content contributed by Users on the Portal.

## **7. Conditions of Participation:**

- 7.1 By entering the Game, the User agrees to be bound by these Terms and Conditions, and the decisions of SSE. Subject to these terms and conditions, SSE may, at its sole discretion, (a) disqualify any User from a contest, or (b) refuse to award benefits or prizes and require the return of any prizes, if in the opinion of SSE, the User has engaged in unfair conduct and is adverse to the operation of the contest or is in any way detrimental to other Users which includes, but is not limited to:
  - 7.1.1 falsifying ones' own personal information (including, but not limited to, name, age, email address, bank account details and/or any other information or documentation as may be requested by SSE to enter a contest and/or claim a prize/winning);
  - 7.1.2 engaging in any type of financial fraud or misrepresentation including unauthorized use of credit/debit instruments, payment wallet accounts etc. to enter a contest or claim a prize. It is expressly clarified that the onus to prove otherwise shall solely lie with the User;
  - 7.1.3 colluding with any other User(s) or engaging in any type of syndicate play;
  - 7.1.4 any violation of contest rules or these Terms and Conditions;
  - 7.1.5 accumulating points or prizes through unauthorized methods such as automated bots, or other automated means;
  - 7.1.6 using automated means (including but not limited to harvesting bots, robots, parser, spiders or screen scrapers) to obtain, collect or access any information on the Portal or of any User for any purpose;
  - 7.1.7 misuse of any benefit provided by SSE, misuse of any referral program offered by SSE, or misuse of any other offers or promotions;

- 7.1.8 tampering with the administration of a contest or trying to in any way tamper with the computer programs or any security measure associated with a contest;
- 7.1.9 obtaining other Users' information without their express consent and/or knowledge and/or spamming other Users (spamming may include but shall not be limited to sending unsolicited emails to Users, sending bulk emails to Users, sending unwarranted email content either to selected Users or in bulk without their prior consent); or
- 7.1.10 abusing the Portal in any way (e.g., 'use of unparliamentary language, slangs or disrespectful words' are some examples of abusing the Portal)

It is clarified that in case a User is found to be in violation of these Terms and Conditions, SSE reserves its right to initiate appropriate civil/criminal proceedings as it may be advised without prejudice to its right to forfeit and/or recover prize money, if any.

## **8. Registration for a contest**

- 8.1 In order to register for the Contest(s), Users are required to accurately provide the following information:
  - 8.1.1 Full Name
  - 8.1.2 E-mail address
  - 8.1.3 Password
  - 8.1.4 State of Residence
- 8.2 Users confirm that they have read, and shall abide by these Terms and Conditions & Privacy Policy at all times of their use of the Portal.
- 8.3 Users shall also confirm that they have read the Privacy Policy and are satisfied by the way that their personal information is collected, stored and/or processed by SSE.
- 8.4 In the event a User indicates, while providing their State of Residence, that he/she is a resident of Assam, Odisha, Sikkim, Nagaland, Telangana, Andhra Pradesh, Tamil Nadu or any other state of India which has prohibited games of the nature of SSE, such User will not be permitted to proceed to sign up for any match in the paid version of the contest as described in the rules relating to such contests.
- 8.5 Once the Users have entered the above information, and clicked on the "Register" tab, and if such Users are above the age of 18 years, they are sent an email confirming their registration.

## **9. Contest(s), Participation and Prizes**

- 9.1 As part of its services, SSE may make available different contest(s) on the SSE App and the SSE Web Services.



- 9.2 Currently, a fantasy cricket game is made available on the Portal. Users wishing to participate in such contests (**Participants**) are invited to create their own fantasy teams (**Team(s)**) consisting of real-life cricket players involved in real life cricket matches, series or tournament (each a **Sport Event**) to which the fantasy game relates. SSE offers its platform to Participants for fantasy game contest(s) being created relating to each Sport Event, and Participants can participate in such contest(s) with their Teams.
- 9.3 Depending upon the circumstances of each real -life cricket match, the Participants can edit their teams without any restriction till the official match start time as declared by the officials of the Sport Event or adjusted deadline, as specified in the contest related rules. Once the Sport Event begins, the Participants will have a limited number of changes which they can make to their teams prior to the completion of the Sport Event, as prescribed in the contest related rules.
- 9.4 SSE reserves the right to select the matches that constitute a Sport Event, for which contest(s) shall relate or adjust the deadline of a specific Sport Event, in case of uncertain scenarios, which are beyond the control of a reasonable person.
- 9.5 In addition to the Terms and Conditions, rules and regulations mentioned herein, the contests shall be governed by the contest related rules available at <insert hyperlink>.
- 9.6 Other rules and regulations (including the rules and regulation in relation to any payments made to participate in the contest(s) are available under the 'Legal' section of the SSE App and SSE Web Services; and all Participants agree to abide by the same.
- 9.7 Currently, there are paid versions of the contest(s) made available on the Portal. Users may participate in the contest(s) by paying the pre-designated amount as provided on the page of each Contest. The 'pre-designated amount' means and includes pre-determined platform fee for accessing SSE services and pre-determined contribution of each Participant towards the prize money pool of each contest. The Participant with the highest portfolio value at the end of the Sport Event shall be eligible to win a pre-designated prize which is disbursed out of prize money pool, as stated on the relevant contest(s) page.
- 9.8 A Participant may create different Teams for participation in contest(s) in relation to a Sport Event across the Portal. However, the Participants acknowledge and agree that they may enter only one Team in any contest offered in relation to a Sport Event. In addition, it is expressly clarified that SSE may, from time to time, restrict the maximum number of Teams that may be created by a single User account (for each format of the contest), such number shall be determined by SSE in its sole discretion.
- 9.9 Participant shall pay a pre-designated amount for participating in the contest(s) being created on the Portal. In the event a Participant indicates, while entering an address, that he/she is a resident of either Assam, Odisha, Sikkim, Nagaland, Telangana, Andhra Pradesh, Tamil Nadu or any other state where participation in games such as SSE is prohibited, such Participant is not permitted to participate in paid version of the contest(s), as per the laws of the respective state. Notwithstanding the above, if a Participant does

enter a contest in violation of these Terms and Conditions and the laws of their respective state, then such Participant will be doing so at his/her own risk, and SSE shall not allow such Participant to withdraw any winnings in relation to the said Contest. It is further clarified that the Participant enters the Contest at his/her own risk and/or volition and absolves SSE of any liability in relation to the same.

## **10. Legality of SSE**

- 10.1 By virtue of the judgment of the Hon'ble Supreme Court of India in *State of Andhra Pradesh vs. K Satyanarayana* and *KR Lakshmanan vs. State of Tamil Nadu* – games whose success depends on the superior knowledge, training, attention, experience and adroitness of the player shall be classified as a game of skill. Such games of skill are excluded from the ambit of gambling legislations in India including the Public Gambling Act, 1867.
- 10.2 The contest(s) described as part of SSE are games of skill as the success of a Participant including but not limited to their knowledge of the game of cricket, related 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 contest(s), adroitness in playing the contest(s), understanding of the mechanics of a stock market, timing the purchase and sale of the Spocks to generate maximum value. The contest(s) also requires Participants to draft well-balanced portfolios limited by the budget provided to it, with a view to maximizing the value of their portfolio and make well-judged magic trades during the Contest, to further help the progress of his/her portfolio.
- 10.3 By participating in these contest(s), each Participant acknowledges and agrees that he/she is participating in a game of skill.

## **11. Eligibility**

- 11.1 The contest(s) are open only to persons above the age of 18 (eighteen) years.
- 11.2 The contest(s) are open only to persons, currently residing in India except in states which have prohibited participation in games like SSE.
- 11.3 Persons who wish to participate must have a valid email address.
- 11.4 Only those Participants who have successfully registered on the Portal, as well as registered in a contest prior to each match in accordance with the procedure outlined above shall be eligible to participate in a contest and win prizes.
- 11.5 SSE reserves its rights to bar any person from participating in the contests, if there are material reasons to prevent such User's participation in a contest, and if the participation of such User would prejudice other participants of the said contest.

## **12. Payment Terms**

12. 1 Users agree to be bound by the following payment terms in relation to any transaction that they enter into on the Portal including towards participating in contest(s):

12.1. 1 The payment of a pre-designated amount that Users make to participate in the contest(s) is inclusive of the administration fee for access to SSE and the Participant's contribution towards the prize money pool.

12.1. 2 Amounts collected from the User are held in a separate bank account. The said accounts are operated by a service provider appointed by SSE. From these bank accounts, the payouts can be made to (a) Users (towards their withdrawals), (b) SSE (towards its administration fees), and (c) government authorities (towards TDS on winnings). SSE shall receive the administration fees only through the duly appointed service provider.

12.1. 3 SSE may notify the administration fee applicable to a contest on the page relating to such contest, prior to a User's joining of a contest. The administration fee (inclusive of applicable tax thereon) will be debited from the User's account balance and SSE shall issue an invoice for such debit to the User. Such invoice shall be issued on a periodic basis, with the gap between 2 (two) invoices not being more than 12 (twelve) months.

12.1. 4 The User may participate in a contest wherein the User has to contribute a pre-specified contribution towards the prize money of such contest, which will be passed on to the winner(s) of the contest after the completion of the contest as per the rules relating to such contest. It is clarified that SSE has no right or interest in the prize money pool, and only acts as an intermediary engaged in collecting and distributing the prize money in accordance with the rules relating to a contest. The amount to be paid-in by the User towards the prize money would also be debited from the User's account balance maintained with the SSE.

## **13. Tabulation of portfolio value**

SSE may obtain the scores and other information required for the computation and tabulation of portfolio value from third party service provider(s) and/or official websites of the match organizer. In the rare event that any error occurs in the computation or tabulation of values, selection of winners, etc., as a result of inaccuracy or incompleteness of the feed provided by the third party service provider and/or official website of the match organizer, SSE shall use best efforts to rectify such error prior to the distribution of prizes. However, SSE 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 SSE in this respect.

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

### **14.1 Selection of Winners**

14.1.1 Winners will be decided on the basis of the scores of the Teams in a contest. The Participant(s) owning the Team with the highest aggregate portfolio value in a particular contest shall be declared the **Winner**. In certain pre-specified contests, SSE may declare more than one Winner and distribute prizes to such Winners in increasing order of their portfolio's aggregate value at the end of the contest. The contemplated number of Winners and the prize due to each Winner in such contest shall be as specified on the contest page prior to the commencement of the contest.

Participants creating Teams on behalf of any other Participant or person shall be disqualified.

14.1.2 In the event of a tie, joint Winners may be declared and the prize shall be equally divided among such Winners. SSE 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 SSE, contest etc.

14.1.3 In the event, SSE has to call off a contest midway, due to an unforeseen technical issue, for example the servers being down, then SSE may, (a) in the case of 20-over cricket match, decide the Winner on the basis of the leaderboard at the time of suspension, provided atleast 5 (five) overs have been completed in both innings of the match; and (b) in the case of a 50-over cricket match, decide the Winner on the basis of the leaderboard at the time of suspension, provided atleast 15 (fifteen) overs have been completed in both innings of the match. In any other format of the contests, SSE reserves its right to notify Users of similar rules accordingly.

### **14.2 Contacting Winners**

14.2.1 Winners shall be contacted by SSE on the e-mail address provided at the time of registration. The verification process and the documents required for the collection of prize(s) shall be detailed to the Winners upon being contacted. As a general practice, the Winner will be required to provide following documents:

- (a) Photocopy of the User's PAN card;
- (b) User's bank account details and proof of the same in the form of a bank statement for the previous calendar month or a cancelled cheque.

- 14.2.2 SSE shall not permit a Winner to withdraw his/her prize(s)/accumulated winnings unless the above-mentioned documents have been received and verified by SSE. 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.
- 14.2.3 Participants are required to provide proper and complete details at the time of registration. SSE 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.
- 14.2.4 In the event that a Participant has been declared a Winner on the Portal but has not received any communication from SSE, such Participant may contact SSE at *support@ssefantasy.live* within 7 (seven) days of the Contest being completed.

### **14.3 Verification process**

- 14.3.1 Only those Winners who have successfully completed the verification process and provide the required documents shall be permitted to withdraw/receive their accumulated winnings (or any part thereof). SSE shall scrutinize all documents submitted and may, at its sole and absolute discretion, disqualify any Winner from withdrawing his/her accumulated winnings (or any part thereof) if (a) SSE determines that any document or information submitted by the Participant is incorrect, misleading, false, fabricated, incomplete or illegible; or (b) the Participant does not fulfill the eligibility criteria contained in these Terms and Conditions.

### **14.4 Taxes Payable**

All prizes shall be subject to deduction of tax (**TDS**) as per the Income Tax Act 1961. In case of any revisions to the TDS amount by the Government of India, TDS will be deducted by SSE in accordance with the then current prescribed TDS rate. 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.

### **14.5 Miscellaneous**

- 14.5.1 The decision of SSE with respect to the awarding of prizes shall be final, binding and non-contestable.
- 14.5.2 Participants playing the paid formats of the Contest(s) confirm that they are not residents of any of the following Indian states - Assam, Odisha, Sikkim, Nagaland, Telangana, Andhra Pradesh, Tamil Nadu or any other state where participation in games similar to SSE are prohibited. If it is found that a Participant playing the paid formats of the contest(s) is a resident of any of the abovementioned states, SSE shall disqualify such Participant and forfeit any prize

won by such Participant. Further SSE may, at its sole and absolute discretion, suspend or terminate such Participant's account with SSE. Any amount remaining unused in the User's account or winnings 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 SSE, subject to the processing fee (if any) applicable on such transfers as set out herein.

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

14.5.4 To the extent permitted by laws of India, SSE 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.

14.5.5 SSE may, at its sole and absolute discretion, vary or modify the prizes being offered to the Winners. Participants shall not raise any claim against SSE or question its right to modify such prizes being offered, during or after closure of the Contest.

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

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

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

14.5.9 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 SSE, 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 Winner(s) further undertake that they will be available for promotional purposes as planned and desired by SSE without any charge. Promotional activities may include but not be limited to press events, internal meetings and ceremonies/functions.

## **16. General Conditions**

16.1 If it comes to the notice of SSE that any governmental, statutory or regulatory compliances or approvals are required for conducting any contest(s) or if it comes to the notice of SSE

that conduct of any such contest(s) is prohibited, then SSE shall withdraw and/or cancel such contest(s) without prior notice to any Participant or Winner(s) of any contest(s). Users agree not to make any claim in respect of such cancellation or withdrawal of the contest in any manner.

- 16.2 Employees, directors, affiliates, relatives of employees of SSE, will not be eligible to participate in any contest(s). For the purposes of clarification, relatives of employees shall be interpreted as per Section 2(77) of the (Indian) Companies Act, 2013.

## **17. Dispute and Dispute Resolution**

- 17.1 The courts of Mumbai shall have exclusive jurisdiction to determine any and all disputes arising out of, or in connection with, the Game (including the contest(s)), the construction, validity, interpretation and enforceability of these Terms and Conditions, or the rights and obligations of the User(s) (including Participants) or SSE), 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.
- 17.2 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 to the other party (**Notification**). 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 15 (fifteen) days of receipt of Notification, the dispute shall be settled by arbitration.
- 17.3 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.
- 17.4 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.
- 17.5 Nothing contained in these Terms and Conditions shall prevent SSE from seeking and obtaining interim or permanent equitable or injunctive relief, or any other relief available to safeguard SSE'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 SSE to pursue any remedy for monetary damages through the arbitration described herein.

## **18. Release and Limitations of Liability**

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

## **19. Disclaimers**

- 19.1 To the extent permitted under the laws of India, neither SSE 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.



- 19.2 To the extent permitted under the laws of India, SSE shall not be responsible for any harm resulting from downloading or accessing any information or material, the quality of servers, games, products or sites, cancellation of competition and prizes. SSE disclaims any responsibility for, and if a User pays for access to the Game, the User will not be entitled to a refund as a result of, any inaccessibility that is caused by SSE's maintenance on the servers or the technology that underlies our sites, failures of SSE'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, SSE does not provide any warranty as to the content on the Game, or the Portal. SSE content is distributed on an "*as is, as available*" basis.
- 19.3 Any material accessed, downloaded or otherwise obtained through the Portal 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.
- 19.4 SSE shall make best endeavors to ensure that the Portal is error-free and secure, however, neither SSE nor any of its partners, licensors or associates makes any warranty that:
- 19.4.1 SSE will meet Users' requirements;
  - 19.4.2 the Portal will be uninterrupted, timely, secure, or error free;
  - 19.4.3 the results that may be obtained from the use of the Portal will be accurate or reliable; and
  - 19.4.4 the quality of any products, Game, information, or other material that Users purchase or obtain through SSE will meet Users' expectations.
- 19.5 In case SSE discovers any error, including any error in the determination of Winners or in the transfer of amounts to a User's account, SSE 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, SSE agrees to notify the User of the error and of the exercise of the remedy(ies) to rectify the same.
- 19.6 To the extent permitted under law, neither SSE 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.
- 19.7 Any Game, events or contest(s) being hosted or provided, or intended to be hosted on the Portal 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 Game, events or contest(s) are hosted or provided.

- 19.8 To the extent permitted under the laws of India, 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.

## **20. Miscellaneous**

- 20.1 SSE 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 SSE posting them on the Portal 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 Portal. If they do not provide SSE with accurate information, SSE cannot be held liable for failure to notify the User.
- 20.2 SSE 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 SSE's control such as acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, network infrastructure failures, epidemic, pandemic, strikes, or shortages of transportation facilities, fuel, energy, labor or materials or any cancellation of any cricket match to which a contest relates. In such circumstances, SSE shall also be entitled to cancel any related contest(s) and to process an appropriate refund for all Participants.
- 20.3 SSE'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.
- 20.4 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 SSE or these Terms must be filed within thirty (30) days of such claim or cause of action arising or be forever barred.
- 20.5 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 Nuclei Sports Private Limited and govern your use of SSE, superseding any prior agreements that any User may have with Nuclei Sports Private Limited.
- 20.6 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.
- 20.7 SSE reserves the right to moderate, restrict or ban the use of SSE, specifically to any User, or generally, in accordance with SSE's policy/policies from time to time, at its sole and absolute discretion and without any notice.
- 20.8 SSE may, at its sole and absolute discretion, permanently close or temporarily suspend any Game (including any contest(s)).