# Usage of Game Ka King

Any person utilizing Game Ka King or the Game Ka King App ("User") for availing the online gaming services offered therein or participating in the various contests and games, being conducted on Game Ka King shall be bound by these Terms and Conditions, and all other rules, regulations and terms of use referred to herein or provided by Game Ka King in relation to any Game Ka King Services.

Game Ka King shall be entitled to modify these Terms and Conditions, rules, regulations and terms of use referred to herein or provided by Game Ka King in relation to any Services at any time. Use of Game Ka King constitutes the User's acceptance of such Terms and Conditions, rules, regulations and terms of use referred to herein or provided by Game Ka King in relation to any Services, as may be amended from time to time. Game Ka King 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 Game Ka King, by way of sending an email to the User's registered email address or posting notifications in the User accounts. If user is not willing to accept updated terms and not intimate us or such options are not exercised by the User, 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 Game Ka King.

Certain Services being provided on Game Ka King 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.

Game Ka King may, at its sole and absolute discretion:

- Restrict, suspend, or terminate any User's access to all or any part of Game Ka King or Game Ka King Services
- Change, suspend, or discontinue all or any part of the Game Ka King Services
- Reject, move, or remove any material that may be submitted by a User;

- Move or remove any content that is available on Game Ka King;
- Deactivate or delete a User's account and all related information and files on the account;
- Establish general practices and limits concerning use of Game Ka King;

In the event any User breaches, or Game Ka King reasonably believes that such User has breached these Terms and Conditions, or has illegally or improperly used Game Ka King or the App Services, Game Ka King 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 Game Ka King or the Game Ka King Services, deactivate or delete the User's account and all related information on the account, delete any content posted by the User on Game Ka King and further, take technical and legal steps as it deems necessary.

If Game Ka King charges its Users a platform fee in respect of any Game Ka King Services, Game Ka King shall, without delay, repay such platform fee in the event of suspension or removal or the User's account or Game Ka King Services on account of any negligence or deficiency on the part of Game Ka King, but not if such suspension or removal is effected due to:

- any breach or inadequate performance by the User of any of these Terms and Conditions; or
- Any circumstances beyond the reasonable control of Game Ka King

Users consent to receiving communications such as announcements, administrative messages and advertisements from Game ka King or any of its partners, licensors or associates.

## How do i withdrawal cash

You can withdraw your winning amount only from the win wallet. When you will win more than 50 coins. as a winning amount, you can transfer this amount through Paytm or bank transfer. For any financial transaction, have no worries because we follow secure payment gateways.

# Intellectual Property

Game ka King includes a combination of content created by Game Ka King, its partners, licensors, associates and/or Users. The intellectual property rights ("Intellectual Property Rights")in all software underlying Game Ka King and the Game Ka King Services and material published on Game Ka King, 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 Game Ka King, its partners, licensors and/or associates. Users may not modify, publish, transmit, participate in the transfer or sale of, reproduce, create derivative works of, distribute, publicly perform, publicly display, or in any way exploit any of the materials or content on Game Ka King either in whole or in part without express written license from Game Ka King.

Users may request permission to use any Game Ka King content by informing in to Game ka King Helpdesk.

Users are solely responsible for all materials (whether publicly posted or privately transmitted) that they upload, post, e-mail, transmit, or otherwise make available on Game Ka King("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 Game Ka King. Users agree to indemnify and hold harmless Game Ka King, 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 Game Ka King, by such User or through the User's commissions or omissions.

Users hereby grant to Game Ka King and its affiliates, partners, licensors and associates a worldwide, irrevocable, royalty-free, non-exclusive, sub-licensable license to use, reproduce, create

derivative works of, distribute, publicly perform, publicly display, transfer, transmit, and/or publish Users' Content for any of the following purposes:

- displaying Users' Content on Game Ka King
- 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 Game Ka King(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 Game Ka King.

# Third Party Sites, Services and Products

Game Ka King 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. Game Ka King does not exercise control over any Internet sites apart from Game ka King, and cannot be held responsible for any content residing in any third party Internet site. Game Ka King inclusion of third-party content or links to third-party Internet sites is not an endorsement by Game Ka King 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 Game Ka King 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.

Game Ka King contains content that is created by Game Ka King as well as content provided by third parties. Game Ka King 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 Services provided on Game Ka King including while participating in any of the contests hosted on Game Ka King. Privacy Policy

All information collected from Users, such as registration and credit card information, is subject to Game Ka King's Privacy Policy which is available at Privacy Policy

#### **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, Game Ka King 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 Game Ka King Services;
- deactivating or deleting a User's account and all related information and files on the account. Any amount remaining unused in the User's Game account or Winnings Account on the date of deactivation or deletion shall be transferred to the User's bank account on record with Game Ka King subject to a processing fee 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 Ludo Fantasy). Users further agree to update and keep updated their registration information.

A User shall register or operate more than one User account with Game Ka King.

Users agree to ensure that they can receive all communication from Game Ka King by marking e-mails from Game Ka King as part of their "safe senders" list. Game Ka King shall not be held liable if any e-mail remains unread by a User as a result of such e-mail getting delivered to the User's junk or spam folder.

Any password issued by Game Ka King 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 Game Ka King 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. Game Ka King 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 Game Ka King Services and/or Game Ka King 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 Game Ka King or Game Ka King Services.

Users agree that without Game Ka King express written consent, they shall not modify or cause to be modified any files or software that are part of Game Ka King 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 Game Ka King or the Game Ka King Services (each a "Server"); or (2) the enjoyment of Game Ka King 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 Game Ka King Services or any other person's use or enjoyment of Game Ka King Services.

Users shall not attempt to gain unauthorised access to the User accounts, Servers or networks connected to Game Ka King Services by any means other than the User interface provided by Game Ka King, 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 Game Ka King Services.

Without limiting the foregoing, Users agree not to use Game Ka King for any of the following:

- To engage in any obscene, offensive, indecent, racial, communal, anti-national, objectionable, defamatory or abusive action or communication;
- 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, Game Ka King, any software, hardware, or telecommunications equipment;
- To advertise, offer or sell any goods or services for any commercial purpose on Game Ka King without the express written consent of Game Ka King;
- To Transmit content regarding services, products, surveys, contests, 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 Game Ka King without the express written consent of Game Ka King;
- 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 Game ka King, servers, or networks;
- To impersonate any person or entity, including, but not limited to, a representative of Game Ka King, 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 Game Ka King or to manipulate User's presence on Game Ka King(s);
- To take any action that imposes an unreasonably or disproportionately large load on our infrastructure;
- To engage in any illegal activities. You agree to use our bulletin board services, chat areas, news groups, forums, communities and/or message or communication facilities (collectively, the "Forums") only to send and receive messages and material that are proper and related to that particular Forum.

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

Unauthorized access to Game Ka King is a breach of these Terms and Conditions, and a violation of the law. Users agree not to access Game Ka King by any means other than through the interface that is provided by Game Ka King for use in accessing Game Ka King. 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 Game Ka King is subject to existing laws and legal processes. Nothing contained in these Terms and Conditions shall limit Game Ka King's right to comply with governmental, court, and

law-enforcement requests or requirements relating to Users' use of Game Ka King.

Users may contact Helpdesk with problems or questions, as appropriate. Persons below the age of eighteen (18) years are not allowed to make any purchases or redemption on Game Ka King & consequent participation in any activity on Game Ka King Website or application is not permitted and such person is subject to disqualification at the sole and absolute discretion of Game Ka King, whenever it comes to the knowledge of Game Ka King. Game ka King 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. Game Ka King may not be held responsible for any content contributed by Users on the Game Ka King.

### Registration

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

- Name or User Name
- E-mail address
- Mobile Number
- Password

For getting any winning amount, participant may require to share his /her bank account details correctly

Ludo Fantasy is not liable for any transaction, if details provided by the user are incorrect.

A participant will receive his/ her winnings in his bank account within 24-48 hrs of submitting redeem request.

If there is any delay in receiving the winning amount, a participant can directly contact Helpdesk.

Participants may also required to confirm that they have read, and shall abide by, these Terms and Conditions.

Contest(s), Participation and Prizes

Game Ka King offers a platform where one can purchase coins on Game Ka King through Credit card, Net Banking, Debit card or

Paytm wallet. Through purchased coins a participant can challenge his / her friend or any random online player & can play a game against any opponent by selecting a proper playing table. Any player who lose the game, will get its coins deducted at the very instant of losing the game equivalent to the playing table

very instant of losing the game equivalent to the playing table amount & the player who wins the game will get the winning coins in his Game Ka King wallet.

For every winning, Game Ka King will deduct 10 % of the winning coins as a Platform fee.

Winning coins would be immediately reflected in the winners Game Ka King Wallet after deduction of platform fee.

A participant can redeem his/ her coins into the bank account or in Paytm wallet by submitting a redeem request & by providing correct bank or Paytm details.

Game Ka King shall not charge any processing fee for the online transfer of winning amount from user's wallet to the User's bank account on record with Game Ka King. Users are requested to note that they will be required to provide correct bank details accordingly. Any player who exits the game in between or not play on his turn for thrice would be considered a loser & coins would be deducted from his account & credited to winner's wallet.

Game Ka King is not liable for any network connectivity issue faced by user.

Only a participant can use his/her coins in 1 on 1 mode & Friends mode.

## Legality of 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 described above is prominently a game of skill, once you get that number how you play involves a strategy, planning &

skill. Do you move the same token over and over again until it reaches the end? Or do you move different tokens at different times to ensure that they stay safe and away from the opponent's tokens? Or do you use your token to kill the opponent's tokens? How to manage your tokens on the safe points ( stars ) to let it unaffected by opponent's token

Ludo is a game where lot of concentration, planning, strategy to understand opponent's planning is required to win a game. A player with good experience & understanding of ludo skills with best of strategy building skills along with excellent presence of mind can dominate.

Game Ka King highly recommends that if a player is inexperienced or not good with ludo skills then he/ she should spent lot of time playing on free Ludo Games to enhance his /her skills as skills are really required to correctly strategize the moves after getting a number on roll of dice

So a participant should have a high level of skill & need to have a good strategy in order to successfully win at Ludo.

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

The Contest(s) are open only to persons above the age of 18 years. The Contest(s) are open only to persons, currently residing in India. Game Ka king may, in accordance with the laws prevailing in certain Indian states, bar individuals residing in those states from participating in the Contest(s). Currently, individuals residing in the Indian states of Assam, Odisha or Telangana may not participate in the paid version of the Contest as the laws of these states bar persons from participating in games of skill where participants are required to pay to enter.

Persons who wish to participate must have a valid email address. Only those Participants who have successfully registered on the Game ka King as well as registered prior to each round in accordance with the procedure outlined above shall be eligible to participate in the Contest and winnings.

Payable All prizes shall be subject to deduction of tax ("TDS") as per the Income Tax Act 1961. Winners will be provided TDS

certificates in respect of such tax deductions. The Winners shall be responsible for payment of any other applicable tax, including but not limited to, income tax, gift tax, etc.

#### **Miscellaneous**

The decision of Game Ka King with respect to the awarding of prizes shall be final, binding and non-contestable. Participants playing the paid formats of the Contest(s) confirm that they are not residents of any of the following Indian states - Assam, Odisha or Telangana. If it is found that a Participant playing the paid formats of the Contest(s) is a resident of any of the above mentioned states, Game Ka King shall disqualify such Participant and forfeit any prize won by such Participant. Further Game Ka King may, at its sole and absolute discretion, suspend or terminate such Participant's account with Game Ka King. Game Ka King shall be entitled, at its sole and absolute discretion, to disqualify such Participant and forfeit his/her prize who is been involved in any system compromising activity or mis using game moves or dice. Further, Game Ka King, at its sole and absolute discretion, suspend or terminate such Participant. All prizes are non-transferable and nonrefundable. Prizes cannot be exchanged / redeemed for cash or kind. No cash claims can be made in lieu of prizes in kind.

#### **General Conditions**

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

## Release and Limitations of Liability

Users shall access the Game Ka King Services provided on Game Ka King voluntarily and at their own risk. Game Ka King 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 Ka King Services (including participation in the Contest(s)) or as a result of acceptance of any prize.

By entering the Game Ka King and accessing the Game ka King Services provided therein, Users hereby release from and agree to indemnify Game Ka King, 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 Ka King 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. Game Ka King accepts no liability, whether jointly or severally, for any errors or omissions, whether on behalf of itself or third parties Users shall be solely responsible for any consequences which may arise due to their access of Game Ka King Services by conducting an illegal act or due to non-conformity with these Terms and Conditions and other rules and regulations in relation to Ludo Fantasy Services, including provision of incorrect address or other personal details. Users also undertake to indemnify Game Ka king 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 Game Ka King on account of such act on the part of the Users.

Users shall indemnify, defend, and hold Game Ka King harmless from any third party/entity/organization claims arising from or related to such User's engagement with the Game Ka King or participation in any Contest. In no event shall Game Ka King be liable to any User for acts or omissions arising out of or related to User's engagement with the Game Ka King or his/her participation in any Contest(s).

In consideration of Game Ka King allowing Users to access the Game Ka King Services hosted on the Game Ka King, 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 Game Ka king, 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 ka King Services or related to the Contests or the prizes of the Contests.

#### **Disclaimers**

To the extent permitted under law, neither Game Ka King 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, Game Ka King shall not be responsible for any harm resulting from downloading or accessing any information or material, the quality of servers, games, products, Game Ka King services or sites, cancellation of competition and prizes. Game Ka King disclaims any responsibility for, and if a User pays for access to one of Game Ka King Services the User will not be entitled to a refund as a result of, any inaccessibility that is caused by Game Ka King maintenance on the servers or the technology that underlies our sites, failures of Game Ka King 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, Game Ka King does not provide any warranty as to the content on the Game Ka King(s). Game Ka King(s) content is distributed on an "as is, as available" basis.

Any material accessed, downloaded or otherwise obtained through Game ka King 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.

Game Ka King shall make best endeavours to ensure that the Game Ka King is error-free and secure, however, neither Game Ka

King nor any of its partners, licensors or associates makes any warranty that:

- the Game Ka King (s) will meet Users' requirements,
- Game Ka King(s) will be uninterrupted, timely, secure, or error free
- the results that may be obtained from the use of Game Ka King(s) will be accurate or reliable; and
- the quality of any products, Game Ka KING Services, information, or other material that Users purchase or obtain through Gamekaking.com(s) will meet Users' expectations.

In case Game Ka King discovers any error, including any error in the determination of Winners or in the transfer of amounts to a User's account, Game KAa King 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, Game Ka King agrees to notify the User(Dealer) of the error and of the exercise of the remedy(ies) to rectify the same.

To the extent permitted under law, neither Game Ka King nor its partners, licensors or associates shall be liable for any direct, indirect, incidental, special, or consequential damages arising out of the use of or inability to use our sites, even if we have been advised of the possibility of such damages.

Any Game Ka King Services, events or Contest(s) being hosted or provided, or intended to be hosted or provided by Game Ka King 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 Ka King Services, events or Contest(s) are hosted or provided.

To the extent permitted under law, in the event of suspension or closure of any Services, events or Contests, Users (including Participants) shall not be entitled to make any demands, claims, on any nature whatsoever.

# Taxes Payable

Taxes Payable All prizes shall be subject to deduction of tax ("TDS") as per the Income Tax Act 1961. As of April 1, 2018, the TDS rate prescribed by the Government of India with respect to any prize money amount that is in excess of Rs. 10,000/- is 31.2% of the total prize money amount. In case of any revisions by the Government of India to the aforementioned rate in the future, TDS will be deducted by Game Ka King accordance with the then current prescribed TDS rate. 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.

## **Cancellation Policy**

Ludo Fantasy's focus is 100% customer satisfaction. In the event of an error in the transaction, wrongful transfers, mistaken identity, or any other issues that can be verified and proven, we will refund the money in question to the user, provided the reasons are genuine and proved after investigation. Please confirm or understand the process on each league, contest, tournament or service we provide before paying for it, it provides all the details about the services we provide and the contest entries users purchase. In case of dissatisfaction from Game Ka King services, clients have the liberty to cancel their projects and request a refund from us. Our Policy for the cancellation and refund will be as follows:

For cancellations on transactions already completed please contact us via the Contact Us section on the app or the website.