

Corporate Fantasy League

Corporate Fantasy League is a virtual engagement tool from Favcy, which is a brand owned by "Experience Global Mobile Technologies Pvt Ltd", a company registered under the Indian Companies Act 1956/2013

Usage of CFL

CFL's Users are defined as

- 1. League Commissioners (LCs), hereinafter referred to as LCs**
- 2. Players who are invited by LCs, hereinafter referred to as Players**

Broad Disclaimer

Corporate Fantasy League and League Commissioners specify that the fantasy sports leagues created through CFL are neither endorsed by the Players nor by the various non fantasy sports leagues.

Moreover, the use of team names, Player names, and logos are purely for the creation of teams by the players. CFL makes minimal use of player IP for the sole purpose of identification and in case there is any dispute or discrepancy, please write to surabhi.batra@favcy.in

Terms and Conditions

1. Any person ("LCs/Players") accessing CFL for participating in the various contests and games (including fantasy games), available on CFL platform ("Contest(s)") ('CFL Services') shall be bound by these Terms and Conditions, and all other rules, regulations, and terms of use referred to herein or provided by CFL in relation to any CFL Services.
2. CFL shall be entitled to modify these Terms and Conditions, rules, regulations and terms of use referred to herein or provided by CFL in relation to any CFL Services, at any time, by posting the same on CFL. Use of CFL constitutes the LCs/Players's acceptance of such Terms and Conditions, rules, regulations and terms of use referred to herein or provided by CFL in relation to any CFL Services, as may be amended from time to time. CFL may, at its sole discretion, also notify the LCs/Players of any change or modification in these Terms and Conditions, rules, regulations and terms of use referred to herein or provided by CFL, by way of sending an email to the LCs/Players's registered email address or posting notifications in the LCs/Players accounts. The LCs/Players 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 CFL. If such options are not exercised by the LCs/Players within the time frame prescribed in the email or notification, the LCs/Players will be deemed to have accepted the modified Terms and Conditions, rules, regulations and terms of use referred to herein or provided by CFL.

- 3. Certain CFL Services being provided on CFL 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.**
4. CFL may, at its sole and absolute discretion:
 - a. Restrict, suspend, or terminate any LCs/Players's access to all or any part of CFL or CFL Platform Services;
 - b. Change, suspend, or discontinue all or any part of the CFL Platform Services;
 - c. Reject, move, or remove any material that may be submitted by a LCs/Players;
 - d. Move or remove any content that is available on CFL Platform;
 - e. Deactivate or delete a LCs/Players's account and all related information and files on the account;
 - f. Establish general practices and limits concerning use of CFL Platform;
 - g. Revise or make additions to the roster of players available for selection in a Contest on account of revisions to the roster of players involved in the relevant Sports Event;
 - h. Assign its rights and liabilities to all LCs/Players accounts hereunder to any entity (post such assignment intimation of such assignment shall be sent to all LCs/Players to their registered email ids)
 - i. In the event any LCs/Players breaches, or CFL reasonably believes that such LCs/Players has breached these Terms and Conditions, or has illegally or improperly used CFL or the CFL Services, CFL may, at its sole and absolute discretion, and without any notice to the LCs/Players, restrict, suspend or terminate such LCs/Players's access to all or any part of CFL Contests or the CFL Platform, deactivate or delete the LCs/Players's account and all related information on the account, delete any content posted by the LCs/Players on CFL and further, take technical and legal steps as it deems necessary.
 - j. If CFL charges its LCs/Players a platform fee in respect of any CFL Services, CFL shall, without delay, repay such platform fee in the event of suspension or removal of the LCs/Players's account or CFL Services on account of any negligence or deficiency on the part of CFL, but not if such suspension or removal is effected due to: any breach or inadequate performance by the LCs/Players of any of these Terms and Conditions; or any circumstances beyond the reasonable control of CFL.

Third Party Sites, Services and Products

1. CFL may contain links to other Internet sites owned and operated by third parties. LCs/Players' use of each of those sites is subject to the conditions, if any, posted by the sites. CFL does not exercise control over any Internet sites apart from CFL and cannot be held responsible for any content residing in any third-party Internet site. CFL's inclusion of third-party content or links to third-party Internet sites is not an endorsement by CFL of such third-party Internet site.
2. LCs/Players' correspondence, transactions/offers or related activities with third parties, including payment providers and verification service providers, are solely between the LCs/Players and that third party. LCs/Players' correspondence, transactions and usage of the services/offers 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 LCs/Players shall be solely responsible for reviewing the same prior to transacting or availing of the services/offers of such third party. LCs/Players agrees that CFL 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.
3. CFL contains content that is created by CFL as well as content provided by third parties. CFL does not guarantee the accuracy, integrity, quality of the content provided by third parties and such content may not be relied upon by the LCs/Players in utilizing the CFL Services provided on CFL including while participating in any of the contests hosted on CFL.

LCs/Players Conduct

1. LCs/Players agree to abide by these Terms and Conditions and all other rules, regulations and terms of use of the Website. In the event LCs/Players do not abide by these Terms and Conditions and all other rules, regulations and terms of use, CFL may, at its sole and absolute discretion, take necessary remedial action, including but not limited to:
 - a. restricting, suspending, or terminating any LCs/Players's access to all or any part of CFL Services;
 - b. deactivating or deleting a LCs/Players's account and all related information and files on the account. Any amount remaining unused in the LCs/Players's Game account or Winnings Account on the date of deactivation or deletion shall be transferred to the LCs/Players's bank account on record with CFL subject to a processing fee (if any) applicable on such transfers as set out herein; or
 - c. refraining from awarding any prize(s) to such LCs/Players.
2. LCs/Players agree to provide true, accurate, current and complete information at the time of registration and at all other times (as required by CFL). LCs/Players further agree to update and keep updated their registration information.
3. A LCs/Players shall not register or operate more than one LCs/Players account with CFL.

4. LCs/Players agree to exit/log-out of their accounts at the end of each session. CFL shall not be responsible for any loss or damage that may result if the LCs/Players fails to comply with these requirements.
5. LCs/Players agree not to use cheats, exploits, automation, software, bots, hacks or any unauthorised third party software designed to modify or interfere with CFL Services and/or CFL experience or assist in such activity.
6. Persons below the age of eighteen (18) years are not allowed to participate on any of the contests, games (by whatever name called) on the CFL Platform.

Conditions of Participation:

1. By creating a League or by entering a Contest, LCs/Players agrees to be bound by these Terms and the decisions of CFL. Subject to the terms and conditions stipulated herein below, the Company, at its sole discretion, may disqualify any LCs/Players from a League and/or Contest, refuse to award benefits or prizes and require the return of any prizes, if the LCs/Players engages in unfair conduct, which the Company deems to be improper, unfair or otherwise adverse to the operation of the Contest or is in any way detrimental to other LCs/Players which includes, but is not limited to:
 - a. Falsifying ones' own personal information (including, but not limited to, name, email address, bank account details and/or any other information or documentation as may be requested by CFL to enter a contest and/or claim a prize/winning.;
 - b. 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 on the LCs/Players.;
 - c. Colluding with any other LCs/Players(s) or engaging in any type of syndicate play;
 - d. Any violation of Contest rules or the Terms of Use;
 - e. Accumulating points or prizes through unauthorized methods such as automated bots, or other automated means;
 - f. 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 Website or of any LCs/Players for any purpose
 - g. Any type of Cash Bonus misuse, misuse of the Invite Friends program, or misuse of any other offers or promotions;
 - h. 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;

- i. Obtaining other LCs/Players' information without their express consent and/or knowledge and/or spamming other LCs/Players (Spamming may include but shall not be limited to send unsolicited emails to LCs/Players, sending bulk emails to CFL LCs/Players, sending unwarranted email content either to selected LCs/Players or in bulk); or
- j. Abusing the Website in any way ('unparliamentary language, slangs or disrespectful words' are some of the examples of Abuse)

League Creation

1. CFL provides private 'League', where LCs (League Commissioners/Admins) can invite specific Players into a free contest or into an Entrance Fee Contest.
2. LCs have the control to modify the Leagues that they create. LC's are entitled to
 - a. Introduce a contest entry fee and prizes
 - b. Pre-determine number of Players allowed to enter the contest
 - c. Utilize the offer-network to pass gifts
 - d. Edit and Delete Matches without prior notice
 - e. Restrict Players
 - f. Challenge other leagues
3. The LCs creating the 'League' shall provide CFL with the email address or Facebook account or Players that they seek to invite for their respective Leagues.

Tabulation of fantasy points

CFL may obtain the score feed and other information required for the computation and tabulation of fantasy points from third party service provider(s). In the rare event that any error in the computation or tabulation of fantasy points, selection of winners, etc., as a result of inaccuracy in or incompleteness of the feed provided by the third party service provider comes to its attention, CFL shall use best efforts to rectify such error prior to the distribution of prizes. However, CFL hereby clarifies that it relies on the accuracy and completeness of such third party score/statistics 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.

LCs/Players agree not to make any claim or raise any complaint against CFL in this respect.

Selection of Winners

1. Winners will be decided on the basis of the scores of the Teams that Players created in a designated match of the Contest(s). The Player(s) owning the Team(s) with the highest aggregate score in a particular match shall be declared the Winner(s).
2. Basis the LC's chosen format of Game, there may be more than one Winner. In such cases, prize distribution to such Winners will occur in an increasing order of their Team's aggregate score at the end of the designated match of the LC's League Contest.
3. CFL is enabling every LC to detail out all terms and conditions beforehand on the Match Centre of the League created by the LC.
4. Certain formats that are currently available to LC's include (but not limited to)
 - a. Double Money - This is a league format, where top 40% players of the Fantasy Game League, will Double their money.
 - b. Quad Money - This is a league format, where top 20% players of the Fantasy Game League, will make 4 times of their entrance fee
 - c. Last Man Standing is a winner takes it all format. The winner gets 90% of the Entry fees provided by all the participants.
5. Participants creating Teams on behalf of any other Participant or person shall be disqualified.
6. In the event of a tie, the winning Participants shall be declared Winners and the prize shall be equally divided among such Participants.
7. The LC 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 CFL, Contest, "Fantasy Rules", etc.
8. CFL as a platform will support the LC in accumulation of entrance fee and in the disbursement of Prizes. CFL will utilise the services of its parent company 'Favcy' for the same.

Legality of Game of Skill

1. CFL as a platform has been developed to encourage LC's to create Free games for their players. These players could be in their corporate offices, friends or neighbours. Intent of CFL is to encourage, honest, money free gaming.
2. Having said that, CFL also provides Entrance Fee features that LC can decide to include in their gaming. CFL views Entrance Fee feature more as friendly way of enjoying the game but encourages the LCs to enjoy the game with or with or without the involvement of Entrance Fee.
3. The introduction of Entrance Fee, does require CFL and all LC's to understand the Legality of Fantasy Game with or without money involved.
 - a. The two main enactments dealing with gaming in India are the pre-Independence Public Gambling Act, 1867 ("PGA") and the Prize Competitions Act, 1955 ("PCA").

- b. Fantasy sports games are games which involve users drafting fantasy teams based on certain conditions from a list of players scheduled to play live games on a given day. The Players may pay an entry fee to enter a contest and it is pooled in for distribution among the users ("Entry Pool") after deduction of a service/administrative fee by fantasy sports games providers (in case of CFL, shared between CFL and LCs). The Players draft their teams based on their application of knowledge (gathered through systematic research), attention, experience and adroitness regarding the relevant sport. Based on the performance of the players selected by the user to draft his/her team, the user collects points. The users are ranked based on the points their selected players accumulate throughout the contest as per their on-field actions and scoring metrics for the contests.
 - c. 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.
4. CFL does not create it's own Entry Pool games but LC's can and may create their own Entry Pool Games or Contests. CFL and LCs do hereby acknowledge and understand that Fantasy Games are games of skill as success of Participants depends primarily on their superior knowledge of the games of cricket and/or football/or kabaddi 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) 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.
5. By participating in the Contest(s) of LCs' each player acknowledges and agrees that he/she is participating in a game of skill.

General Conditions

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

Dispute and Dispute Resolution

1. The courts of competent jurisdiction at New Delhi shall have exclusive jurisdiction to determine any and all disputes arising out of, or in connection with, the CFL Services provided by CFL (including the Contest(s)), the construction, validity, interpretation and enforceability of these Terms and Conditions, or the rights and obligations of the LCs/Players(s) (including Participants) or CFL, 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.
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 ("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.
3. The place of arbitration shall be New Delhi, 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.
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.
5. Nothing contained in these Terms and Conditions shall prevent CFL from seeking and obtaining interim or permanent equitable or injunctive relief, or any other relief available to safeguard CFL'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 CFL to pursue any remedy for monetary damages through the arbitration described herein.

Release and Limitations of Liability

1. LCs/Players shall access the CFL Services provided on CFL voluntarily and at their own risk. CFL 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 LCs/Players or any other person or entity during the course of access to the CFL Services (including participation in the Contest(s)) or as a result of acceptance of any prize.

2. By entering the contests and accessing the CFL Services provided therein, LCs/Players hereby release and agree to indemnify CFL, and/ or any of its directors, employees, partners, associates and licensors, from and against all liability, costs, loss or expense arising out their access to the CFL 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.
3. CFL accepts no liability, whether jointly or severally, for any errors or omissions, whether on behalf of itself or LC in relation to the prizes.
4. LCs/Players shall be solely responsible for any consequences which may arise due to their access of CFL Services by conducting an illegal act or due to non-conformity with these Terms and Conditions and other rules and regulations in relation to CFL Services, including provision of incorrect address or other personal details. LCs/Players also undertake to indemnify CFL and their respective officers, directors, employees and agents on the happening of such an event (including without limitation costs of attorney, legal charges etc.) on a full indemnity basis for any loss/damage suffered by CFL on account of such act on the part of the LCs/Players.
5. LCs/Players shall indemnify, defend, and hold CFL harmless from any third party/entity/organization claims arising from or related to such LCs/Players's engagement with the CFL or participation in any Contest. In no event shall CFL be liable to any LCs/Players for acts or omissions arising out of or related to LCs/Players's engagement with the CFL or his/her participation in any Contest(s).
6. In consideration of CFL allowing LCs/Players to access the CFL Services, to the maximum extent permitted by law, the LCs/Players 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 CFL, 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 CFL Services or related to the Contests or the prizes of the Contests.

Disclaimers

1. To the extent permitted under law, neither CFL 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.
2. To the extent permitted under law, CFL shall not be responsible for any harm resulting from downloading or accessing any information or material, the quality of servers, games, products, CFL services or sites, cancellation of competition and prizes. CFL disclaims any responsibility for, and if a LCs/Players pays for access to one of CFL's

Services the LCs/Players will not be entitled to a refund as a result of, any inaccessibility that is caused by CFL's maintenance on the servers or the technology that underlies our sites, failures of CFL'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, CFL does not provide any warranty as to the content on the CFL(s). CFL(s) content is distributed on an "as is, as available" basis.

3. Any material accessed, downloaded or otherwise obtained through CFL is done at the LCs/Players's discretion, competence, acceptance and risk, and the LCs/Players will be solely responsible for any potential damage to LCs/Players's computer system or loss of data that results from a LCs/Players's download of any such material.
4. CFL shall make best endeavours to ensure that the CFL(s) is error-free and secure, however, neither CFL nor any of its partners, licensors or associates makes any warranty that:
 - a. the CFL(s) will meet LCs/Players' requirements,
 - b. CFL(s) will be uninterrupted, timely, secure, or error free
 - c. the results that may be obtained from the use of CFL(s) will be accurate or reliable; and the quality of any products, CFL Services, information, or other material that LCs/Players purchase or obtain through CFL's web asset(s) will meet LCs/Players' expectations.
5. In case CFL discovers any error, including any error in the determination of Winners or in the transfer of amounts to a LCs/Players's account, CFL 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 LCs/Players or deduction from the LCs/Players's account of the amount of erroneous payment. In case of exercise of remedies in accordance with this clause, CFL agrees to notify the LCs/Players of the error and of the exercise of the remedy(ies) to rectify the same.
6. To the extent permitted under law, neither CFL 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.
7. Any CFL Services, events or Contest(s) being hosted or provided, or intended to be hosted on CFL platform 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 CFL Services, events or Contest(s) are hosted or provided.
8. To the extent permitted under law, in the event of suspension or closure of any Services, events or Contests, LCs/Players (including Participants) shall not be entitled to make any demands, claims, on any nature whatsoever.

Miscellaneous

1. CFL may be required under certain legislations, to notify LCs/Players(s) of certain events. LCs/Players(s) hereby acknowledge and consent that such notices will be effective upon CFL posting them on the CFL or delivering them to the LCs/Players through the email address provided by the LCs/Players at the time of registration. LCs/Players(s) may update their email address by logging into their account on the CFL. If they do not provide CFL with accurate information, CFL cannot be held liable for failure to notify the LCs/Players.
2. CFL 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 CFL'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/basketball/kabaddi match to which a Contest relates. In such circumstances, CFL shall also be entitled to cancel any related Leagues and their Contest(s) and to process an appropriate refund for all Participants.
3. CFL'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.
4. LCs/Players 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 CFL or these Terms must be filed within thirty (30) days of such claim or cause of action arising or be forever barred.
5. These Terms and Conditions, including all terms, conditions, and policies that are incorporated herein by reference, constitutes the entire agreement between the LCs/Players(s) and CFL u/o Experience Global Mobile Technologies Private Limited and govern your use of the CFL, superseding any prior agreements that any LCs/Players may have with CFL Gaming Private Limited.
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.
7. CFL reserves the right to moderate, restrict or ban the use of the CFL, specifically to any LCs/Players, or generally, in accordance with CFL's policy/policies from time to time, at its sole and absolute discretion and without any notice.
8. CFL may, at its sole and absolute discretion, permanently close or temporarily suspend any CFL Services (including any League and or Entry Pool or Free Contest(s)).