#### **JADE SPORTS FANTASY TERMS & CONDITIONS**

#### **INTRODUCTION**

We are excited to inform you that Jade Sports Fantasy will now be operated, managed, and controlled by Jade Sports and/or its affiliates. ("Company"). To enable the Company to effectively run the platform, your personal data, including but not limited to your name, age, address, financial information, etc. available with us ("Personal Data"), is sought to be transferred, from Fanbuff Esports Philippines Private Limited to Jade Sports and/or its affiliates. This transfer of your Personal Data will help us in continuing to provide you with the best gaming experience and services.

By registering on Jade Sports Fantasy, users agree that they are 18 years older or above and not a resident of Andhra Pradesh, Assam, Odisha, Telangana, Nagaland or Sikkim.

We also wish to inform you, in order to maintain continuity of our services and to ensure a seamless transition of our relationship with you, Jade Sports and/or its affiliates will be taking care of all wallet-based transactions between you and our platform (including the existing wallet balance, if any).

#### **CONSENT TO TRANSFER JADE SPORTS**

In light of the above and for the purposes mentioned above, unless we receive your objection stating that you do not consent to the transfer of the information provided by you to us within 30 days after registration, we would deem that you have provided the consent for the above transfer of information from to Jade Sports. In the event we receive your objection to the above transfer post within 30 days after registration, we will undertake necessary steps to delete the data available with both entities.

By continuing to use our platform, you acknowledge the terms of this notice and grant your irrevocable consent to the above.

### **JADE SPORTS FANTASY**

Jade Sports Fantasy is the flagship brand of Jade Sports ("Jade Sports Fantasy"). Through Jadesportsfantasy.com, along with its sub-pages, and the Jade Sports Fantasy App, Jade Sports Fantasy offers eSports-based online fantasy games and tournaments. Jade Sports Fantasy as used herein shall be construed as a collective reference to Jade Sports Fantasy and the Jade Sports Fantasy App.

## **USAGE OF JADE SPORTS FANTASY**

- 1. Any person ("User") accessing Jade Sports Fantasy or the Jade Sports Fantasy App ('Jade Sports Fantasy platform') to participate in the various contests and games (including fantasy games), available on the Jade Sports Fantasy platform ("Contest(s)") ('Jade Sports Fantasy Services') shall be bound by these Terms and Conditions, and all other rules, regulations and terms of use referred to herein or provided by Jade Sports Fantasy in relation to any Jade Sports Fantasy Services.
- 2. Jade Sports Fantasy shall be entitled to modify these Terms and Conditions, rules, regulations, and terms of use referred to herein or provided by Jade Sports Fantasy in relation to any Jade Sports Fantasy Services, at any time, by posting the same on Jade Sports Fantasy platform. Use of Jade

Sports Fantasy constitutes the User's acceptance of such Terms and Conditions, rules, regulations and terms of use referred to herein or provided by Jade Sports Fantasy in relation to any Jade Sports Fantasy Services, as may be amended from time to time. Jade Sports Fantasy 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 Jade Sports Fantasy, 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 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 Jade Sports Fantasy. If such options are not exercised by the User within the time frame prescribed in the email or notification, the User will be deemed to have accepted the modified Terms and Conditions, rules, regulations and terms of use referred to herein or provided by Jade Sports Fantasy

- 3. Certain Jade Sports Fantasy Services being provided on Jade Sports Fantasy 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. Jade Sports Fantasy may, at its sole and absolute discretion
  - 4.1. Restrict, suspend, or terminate any User's access to all or any part of Jade Sports Fantasy or Jade Sports Fantasy Platform Services
  - 4.2. Change, suspend, or discontinue all or any part of the Jade Sports Fantasy Platform Services;
  - 4.3. Reject, move, or remove any material that may be submitted by a User
  - 4.4. Move or remove any content that is available on Jade Sports Fantasy Platform
  - 4.5. Verify/ Re-verify the user's Know your Customer (KYC) documents. Jade Sports Fantasy can deactivate or delete a User's account and all related information and files on the account owing to any reason whatsoever including user's engagement in fraudulent activity, violation of third-party IP rights, etc.
  - 4.6. Establish general practices and limits concerning use of Jade Sports Fantasy Platform
  - 4.7. Offer discounts to its users in form it deems fit.
  - 4.8. Revise or make additions and/or deletions 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
  - 4.9. 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 to their registered email ids)
- 5. In the event any User breaches, or Jade Sports Fantasy reasonably believes that such User has breached these Terms and Conditions, or has illegally or improperly used Jade Sports Fantasy or the Jade Sports Fantasy Services, Jade Sports Fantasy 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 Jade Sports Fantasy Contests or the Jade Sports Fantasy Platform, deactivate or delete the User's account and all related information on the account, delete any content posted by the User on Jade Sports Fantasy and further, take technical and legal steps as it deems necessary
- 6. If Jade Sports Fantasy charges its Users a platform fee in respect of any Jade Sports Fantasy Services, Jade Sports Fantasy shall, without delay, repay such platform fee in the event of

suspension or removal of the User's account or Jade Sports Fantasy Services on account of any negligence or deficiency on the part of Jade Sports Fantasy, 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 Jade Sports Fantasy.
- 7. Users consent to receiving communications such as announcements, administrative messages and advertisements from Jade Sports Fantasy or any of its partners, licensors or associates.

## **INTELLECTUAL PROPERTY**

Jade Sports Fantasy includes a combination of content created by Jade Sports Fantasy, its partners, affiliates, licensors, associates and/or Users. The intellectual property rights ("Intellectual Property Rights") in all software underlying Jade Sports Fantasy and the Jade Sports Fantasy Platform and material published on Jade Sports Fantasy, 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 Jade Sports Fantasy, 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 Jade Sports Fantasy either in whole or in part without express written license from Jade Sports Fantasy

Users may request permission to use any Jade Sports Fantasy content by writing in to Jade Sports Fantasy 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 Jade Sports Fantasy ("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 Jade Sports Fantasy. Users agree to indemnify and hold harmless Jade Sports Fantasy, 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 Jade Sports Fantasy, by such User or through the User's commissions or omissions

Users hereby grant to Jade Sports Fantasy 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 Jade Sports Fantasy

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 Jade Sports Fantasy(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 Jade Sports Fantasy.

## THIRD PARTY SITES, SERVICES AND PRODUCTS

Jade Sports Fantasy 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. Jade Sports Fantasy does not exercise control over any Internet sites apart from Jade Sports Fantasy and cannot be held responsible for any content residing in any third-party Internet site. Jade Sports Fantasy's inclusion of third-party content or links to third-party Internet sites is not an endorsement by Jade Sports Fantasy of such third-party Internet site.

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, 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 Jade Sports Fantasy 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.

Jade Sports Fantasy contains content that is created by Jade Sports Fantasy as well as content provided by third parties. Jade Sports Fantasy 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 Jade Sports Fantasy Services provided on Jade Sports Fantasy including while participating in any of the contests hosted on Jade Sports Fantasy.

#### **PRIVACY POLICY**

All information collected from Users, such as registration and credit card information, is subject to Jade Sports Fantasy's Privacy Policy which is available at Privacy Policy Page.

### **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, Jade Sports Fantasy 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 Jade Sports Fantasy 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 Jade Sports Fantasy subject to a processing fee (if any) applicable on such transfers as set out herein; or
- refraining from awarding any prize(s) to such User.

Users agree to provide true, accurate, current and complete information at the time of registration and at all other times (as required by Jade Sports Fantasy). Users further agree to update and keep updated their registration information

A User shall not register or operate more than one User account with Jade Sports Fantasy.

Users agree to ensure that they can receive all communication from Jade Sports Fantasy by marking emails or sending SMSs from Jade Sports Fantasy as part of their "safe senders" list. Jade Sports Fantasy shall not be held liable if any e-mail/SMS 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 Jade Sports Fantasy 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 Jade Sports Fantasy 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. Jade Sports Fantasy 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 Jade Sports Fantasy Services and/or Jade Sports Fantasy 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 Jade Sports Fantasy or Jade Sports Fantasy's Services.

Users agree that without Jade Sports Fantasy's express written consent, they shall not modify or cause to be modified any files or software that are part of Jade Sports Fantasy's Services.

Users agree not to disrupt, overburden, or aid or assist in the disruption or overburdening of (a) any computer or server used to offer or support Jade Sports Fantasy or the Jade Sports Fantasy's Services (each a "Server"); or (2) the enjoyment of Jade Sports Fantasy 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 Jade Sports Fantasy Services or any other person's use or enjoyment of Jade Sports Fantasy Services.

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

Without limiting the foregoing, Users agree not to use Jade Sports Fantasy 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, Jade Sports Fantasy, any software, hardware, or telecommunications equipment;

To advertise, offer or sell any goods or services for any commercial purpose on Jade Sports Fantasy without the express written consent of Jade Sports Fantasy;

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 Jade Sports Fantasy, servers, or networks;

To impersonate any person or entity, including, but not limited to, a representative of Jade Sports Fantasy, 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 Jade Sports Fantasy or to manipulate User's presence on Jade Sports Fantasy(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 Jade Sports Fantasy's considered opinion is obscene, indecent, abusive or that might subject Jade Sports Fantasy to public disparagement or scorn, or a name which is an official team/league/franchise names and/or name of any sporting personality, as the case may be, Jade Sports Fantasy reserves the right, without prior notice to the User, to restrict usage of such names, which in Jade Sports Fantasy's opinion fall within any of the said categories and/or change such username and intimate the User or delete such username and posts from Jade Sports Fantasy, deny such User access to Jade Sports Fantasy, or any combination of these options.

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

Users may reach out to Jade Sports Fantasy through email at info@Jadesportsfantasy.com or through in app chat support if the user has any concerns with regard to a match and/or contest within Twenty Four (24) hours of winner declaration for the concerned contest.

Persons below the age of eighteen (18) years are not allowed to participate on any of the paid contests, games (by whatever name called) on the Jade Sports Fantasy Platform. The Users will have to disclose their real age at the time of getting access into the paid contests on the Jade Sports Fantasy Platform.

Jade Sports Fantasy may not be held responsible for any content contributed by Users on the Jade Sports Fantasy.

## **CONDITIONS OF PARTICIPATION**

By entering a Contest, user agrees to be bound by these Terms and the decisions of Jade Sports Fantasy. Subject to the terms and conditions stipulated herein below, the Company, at its sole discretion, may disqualify any user from a Contest, refuse to award benefits or prizes and require the return of any prizes, if the user 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 Users which includes, but is not limited to:

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 Jade Sports Fantasy to enter a contest and/or claim a prize/winning.

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 user.

Colluding with any other user(s) or engaging in any type of syndicate play; Any violation of Contest rules or the Terms of Use;

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 user.

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 User for any purpose

Any type of Cash Bonus misuse, misuse of the Referral program, or misuse of any other offers or promotions;

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;

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 send unsolicited emails to users, sending bulk emails to Jade Sports Fantasy Users, sending unwarranted email content either to selected Users or in bulk); or

Abusing the Website in any way ('unparliamentary language, slangs or disrespectful words' are some of the examples of Abuse)

It is clarified that in case a User is found to be in violation of this policy, Jade Sports Fantasy reserves its right to initiate appropriate Civil/Criminal remedies as it may be advised other than forfeiture and/or recovery of prize money if any.

# **REGISTRATION FOR A CONTEST**

- 1. In order to register for the Contest(s), Participants are required to accurately provide the following information:
  - 1.1 Team Name(s)
  - 1.2 Password
  - 1.3 State of Residence
  - 1.4 Date of Birth
- Participants are also required to confirm that they have read, and shall abide by, these Terms and Conditions.
- 3. In the event a Participant indicates, while entering an address, that he/she is a resident of either Assam, Odisha, Sikkim, Nagaland, Andhra Pradesh or Telangana, such Participant will not be permitted to proceed to sign up for any match in the paid version of the Contest as described below.
- 4. Once the Participants have entered the above information, and clicked on the "register" tab, and such Participants are above the age of 18 years, they are sent an email confirming their registration and containing their login information.

# **CONTEST(S), PARTICIPATION AND PRIZES**

As part of its services, Jade Sports Fantasy may make available the contest(s) on the Jade Sports Fantasy platform.

Currently, following contests are made available on Jade Sports Fantasy platform: 1) A fantasy PubG game and 2) Tournaments and matches on PubG; Individual users wishing to participate in the such contest (""Participants"") are invited to create their own fantasy teams (""Team/s"") consisting of real life PubG players involved in the real-life PubG match, series or tournament (each a "Sport Event") to which the fantasy game relates. Jade Sports Fantasy offers its platform to Participants for fantasy game Contest(s)

being created relating to each eSport Event, and Participants can participate in such Contest(s) with their Teams. Invoices will be generated at a user level and only on contests where the company collects platform fee. No invoice is generated for contests where the company does not collect any platform fee.

Depending upon the circumstances of each match, the participants can edit their teams till the official match start time as declared by the officials of the Sport Event or adjusted deadline, as specified below.

Jade Sports Fantasy reserves the right to abandon a specific round or adjust the deadline of a round in certain specific, uncertain scenarios, which are beyond Jade Sports Fantasy's reasonable control, including but not limited to the ones' mentioned herein below:

Actual match start time is before the official deadline: Jade Sports Fantasy reserves the right to adjust the deadline to a maximum of 10 minutes post actual match start time. In case the actual match start time is more than 10 minutes of official deadline, the contest will be abandoned.

Actual match start time is after the official deadline: Jade Sports Fantasy reserves the right to extend the deadline or abandon the contest/game based on the circumstances such as non-appearance of teams, technical/equipment glitches causing delays etc.

Jade Sports Fantasy shall endeavor to send communications through emails and/or SMS communication, about any such change as is contemplated in the aforementioned paragraphs to keep the User updated.

Teams-0 are awarded points on the basis of the real life players' performances at the end of a designated match, match or tournament of the Contest(s). The Participant(s) whose Team(s) have achieved the highest aggregate score(s) in the Contest(s) shall be declared winners ("Winners"). In certain pre-specified Contests, there may be more than one Winner and distribution of prizes to such Winners will be in increasing order of their Team's aggregate score at the end of the designated match(s) of the Contests.

The Contest(s) across the Jade Sports Fantasy Services shall, in addition to the Terms and Conditions, rules and regulations mentioned herein, be governed by:

"Fantasy Rules" available at

Other rules and regulations (including rules and regulation in relation to any payments made to participate in the Contest(s); and all Participants agree to abide by the same.

Currently, there are paid versions of the Contest(s) made available on Jade Sports Fantasy platform. Users may participate in the Contest(s) by paying the pre-designated amount as provided on the relevant Contest page. The 'pre-designated amount' means and includes a pre-determined platform fee for accessing Jade Sports Fantasy services and a pre-determined participant's contribution towards the prize money pool. The Participant with the highest aggregate points at the end of the pre-determined match 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.

A Participant may create different Teams for participation in Contest(s) in relation to a Sport Event across the Jade Sports Fantasy Services. However, unless Jade Sports Fantasy specifies otherwise in relation to any Contest (""Multiple Entry Contest""), Participants acknowledge and agree that they may enter only one Team in any Contest offered in relation to a Sport Event. In case of Multiple Entry Contest(s), a Participant may enter more than one Team in a single Multiple Entry Contest. In addition, it is expressly

clarified that Jade Sports Fantasy 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) or which a single User account may enter in a particular Multiple Entry Contest, in each case to such number as determined by Jade Sports Fantasy in its sole discretion.

Participant shall pay a pre-designated amount for participating in the contest(s) being created on the Jade Sports Fantasy platform. In the event a Participant indicates, while entering an address, that he/she is a resident of either Assam, Odisha, Sikkim, Nagaland, Andhra Pradesh or Telangana, such Participant will not be permitted to proceed to sign up for the match or contest and may not participate in any paid version of the Contest(s).

In two member and/or three member only public and/or contests, where all participants have entered the contest with the exact same teams, including the captain and vice-captain in such event, contest prize money shall be equally divided amongst all participants and the amount shall be deposited in the Jade Sports Fantasy winning account of all participants and the remaining amount shall be credited in the Cash Bonus account of such participants.

In Starting Lineup Feature: Purpose of indicating a player's inclusion in final starting lineup is only to provide information and assist a user in selecting his/her team on Jade Sports Fantasy. While indicating a Player's inclusion in starting lineup is given by Jade Sports Fantasy on the basis of information/data received through feed providers, publicly available information. Users are advised to do a thorough research of their own from official sources and/or other available sources of information. Jade Sports Fantasy, shall not take any liability, if a player earlier indicated as 'Playing' does not play or start for any reason whatsoever.

Substitutes on the field will not be awarded points for any contribution they make. However, 'Concussion Substitutes' will be awarded points awarded four (4) points for making an appearance in a match and will be awarded points any contribution they make as per the Fantasy Points System (w.e.f Nov 25 2019).

W.E.F. 11th October 2022, a team's final fantasy score will include individual scores of all players irrespective whether the individual score is positive or negative. Prior to this, the final fantasy score calculation only considered players with a positive score.

## **CONTEST FORMATS**

Currently two formats of contest(s) are made available on Jade Sports Fantasy platform (1) Public Contest where Users can participate in a Contest with other Users without any restriction on participation and (2) private contests, where Users can invite specific Users into a Contest and restrict participation to such invited Users. A user can enter into a maximum of 500 contest (including both Public contests and Private contests) per match. Any participation in a contest more than 500 shall be automatically prohibited. All rules applicable to Contest(s) as set out herein shall be applicable to both formats of the Contest(s). Users by participating in a Contest(s) hereby authorize Jade Sports Fantasy to appoint a third party/ Trustee/Escrow Agent to manage users funds on users behalf.

## **PUBLIC CONTEST**

In the Public contest format of the Contest(s), Jade Sports Fantasy may make available the Contest(s) comprising of 2 -- 100 Participants or any other pre-designated number of Participants.

Jade Sports Fantasy may create this format of the Contest(s) as a paid format and the Winner will be determinable at the end of the match as per rule of the contests.

The number of Participants required to make the Contest(s) operational will be pre-specified and once the number of Participants in such Contest(s) equals the pre-specified number required for that Contest(s), such Contest(s) shall be operational. In case the number of Participants is less than the pre-specified number at the time of commencement of the match, such Contest(s) will not be operational and the pre-designated amount paid by each Participant shall be returned to the account of such User without any charge or deduction.

In certain Contests across the Jade Sports Fantasy Services, designated as "Confirmed contests", the Contest(s) shall become operational only when a minimum of two users join a Confirmed Contest. The pre-specified number of winners to be declared in such Contest(s), even if all available Participant slots (as pre-specified in relation to the Contest(s)) remain unfilled. It is clarified that notwithstanding the activation of such Contest(s), Participants can continue to join such Contest(s) till either (i) all available Participant slots of such Contest(s) are filled or (ii) the match to which the Contest (s) relates commences, whichever is earlier. In the event of shortfall in the number of participants joining the Confirmed Contest, Jade Sports Fantasy shall continue with such contests and the short fall in the prize pool shall be borne by Jade Sports Fantasy.

#### **PRIVATE CONTEST**

In the Private contest format of the Contest(s), Jade Sports Fantasy enables Users to create a contest (""Private contest"") and invite other users, whether existing Users or otherwise, (""Invited User"") to create Teams and participate in the Contest(s). Users may create a Private contest to consist of a prespecified number of Participants, that is, consisting of either 2 -100 Participants. The User creating the Private contest shall pay the pre-designated amount for such Private contest and thereby join that Private contest and shall supply a name for the Private contest and be provided with a unique identification code ("contest Code") (which will be issued to the account of such User). The User agrees and understands that once the Private contest is created no change shall be permitted in the terms or constitution of the Private contest, except for a change in the name of the contest. The User creating the Private contest shall provide Jade Sports Fantasy with the email address or Facebook account username of Invited Users to enable Jade Sports Fantasy to send a message or mail inviting such Invited User to register with Jade Sports Fantasy (if necessary) and participate in the Private contest in relation to which the invite has been issued.

In order to participate in the Private contest, an Invited User shall input the contest Code associated with the Private contest and pay the pre-designated amount for the Private contest. Once the number of Participants in a Private contest equals the number of pre-specified Participants for that Private contest, the Private contest shall be rendered operative and no other Invited Users or Users shall be permitted to participate in the Private contest. In the event that any Private contest does not contain the pre-specified number of Participants for that Private contest within 1 hour prior to the commencement of the match/Contest, the Platform will initiate an automatic refund of the amount deposited. Such refund shall be processed after the expiry of the deadline for filling of participants for such Private Contest.

It is clarified that the participation of Invited Users in any Private contest is subject to the pre-specified number of Participants for that Private contest, and Jade Sports Fantasy shall not be liable to any person for the inability of any Invited User to participate in any Private contest due to any cause whatsoever, including without limitation due to a hardware or technical malfunction or lack of eligibility of such Invited User to participate in the Contest(s).

#### **LEGALITY OF GAME OF SKILL**

Games of skill are legal, a game in which success depends predominantly upon the superior knowledge, training, attention, experience, and adroitness of the player shall be classified as a game of skill.

The Contest (s) described above (across the Jade Sports Fantasy Services) are games of skill as the success of Participants depends primarily on their superior knowledge of the game of PubG, knowledge of players' relative form, players' performance in a particular format, conditions, attention and dedication towards the Contest(s) and adroitness in playing the Contest(s). The Contest(s) also requires Participants to field well-balanced sides with limited resources and make substitutions at appropriate times to gain the maximum points.

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

## **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 the Philippines.

Jade Sports Fantasy may, in accordance with the laws prevailing in Philippines, bar individuals residing in some areas from participating in the Contest(s). Currently, individuals residing in the states of Assam, Odisha, Sikkim, Nagaland, Andhra Pradesh 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.

Jade Sports Fantasy may on receipt of information bar a person from participation and/or withdrawing winning amounts if such person is found to be one with insider knowledge of participating teams in any given contests/match, organizing boards, leagues etc.

Only those Participants who have successfully registered on the Jade Sports Fantasy as well as registered prior to each match in accordance with the procedure outlined above shall be eligible to participate in the Contest and win prizes.

## **PAYMENT TERMS**

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

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

Subject to these Terms and Conditions, all amounts collected from the User are held in separate non-interest earning bank Accounts. The said accounts are operated by a third party appointed by Jade Sports

Fantasy in accordance with Clause 10 of these Terms and Conditions. From these bank accounts, the payouts can be made to (a) Users (towards their withdrawals), (b) Jade Sports Fantasy (towards its Platform Fees) and to (c) Government (towards WTS on Winnings Amount). Jade Sports Fantasy receives only its share of the platform Fees through the said Escrow Agent.

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

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

User's remitting the amount to the designated payment gateway shall be credited to User's Unutilized Account'.

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

In case there is any amount remaining to be paid by the User in relation to such User's participation in any match(s) or Contest(s), the User will be taken to the designated payment gateway to give effect to such payment. In case any amount added by the User through such payment gateway exceeds the remaining amount of the pre-designated amount, the amount in excess shall be transferred to the User's 'Unutilized' Account and will be available for use in participation in any match(s) or Contest(s) or for withdrawal in accordance with these Terms and Conditions.

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

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

Withdrawal of any amount standing to the User's credit in the Winnings Account may be made by way of a request to Jade Sports Fantasy but shall occur automatically upon completion of 335 days from the date of credit of such amount in the User's Winnings Account. In either case, Jade Sports Fantasy shall effect an online transfer to the User's bank account on record with Jade Sports Fantasy within a commercially reasonable period of time. Such transfer will reflect as a debit to the User's Winnings Account. Jade Sports Fantasy shall not charge any processing fee for the online transfer of such amount from the Winnings Account to the User's bank account on record with Jade Sports Fantasy. Users are requested to note that they will be required to provide valid photo identification and address proof documents for proof of identity and address in order for Jade Sports Fantasy to process the withdrawal request. The name mentioned on the User's photo identification document should correspond with the name provided by

the User at the time of registration on Jade Sports Fantasy, as well as the name and address existing in the records of the User's bank account as provided to Jade Sports Fantasy. In the event that no bank account has been registered by the User against such User's account with Jade Sports Fantasy, or the User has not verified his/her User account with Jade Sports Fantasy, to Jade Sports Fantasy's satisfaction and in accordance with these Terms and Conditions, Jade Sports Fantasy shall provide such User with a notification to the User's email address as on record with Jade Sports Fantasy at least 30 days prior to the Auto Transfer Date, and in case the User fails to register a bank account with his/her User Account and/or to verify his/her User Account by the Auto Transfer Date, Jade Sports Fantasy shall be entitled to forfeit any amounts subject to transfer on the Auto Transfer Date. Failure to provide Jade Sports Fantasy with a valid bank account or valid identification documents (to Jade Sports Fantasy's satisfaction) may result in the forfeiture of any amounts subject to transfer in accordance with this clause.

Further, in order to conduct promotional activities, Jade Sports Fantasy may gratuitously issue Cash Bonus to the User for the purpose of participation in any Contest(s) and no User shall be permitted to transfer or request the transfer of any amount in to the Cash Bonus. The usage of any Cash Bonus issued shall be subject to the limitations and restrictions, including without limitation, restrictions as to time within which such Cash Bonus must be used, as applied by Jade Sports Fantasy and notified to the User at the time of issue of such amount. The issue of any Cash Bonus to the user is subject to the sole discretion of Jade Sports Fantasy and cannot be demanded by any User as a matter of right. The issue of any Cash Bonus by Jade Sports Fantasy on any day shall not entitle the user to demand the issuance of such Cash Bonus at any subsequent period in time nor create an expectation of recurring issue of such Cash Bonus by Jade Sports Fantasy to such User. The Cash Bonus granted to the user may be used by such User for the purpose of setting off against the contribution to prize pool in any Contest, in accordance with these Terms and Conditions. The Cash Bonus shall not be withdraw-able or transferrable to any other account of the User, including the bank account of such User, or of any other User or person, other that as part of the winnings of a User in any Contest(s). In case the User terminates his/her account with Jade Sports Fantasy or such account if terminated by Jade Sports Fantasy, all Cash Bonus granted to the user shall return to Jade Sports Fantasy and the User shall not have any right or interest on such points.

All Cash Bonus credited in the User account shall be valid for a period of **30** days from the date of credit. The Cash Bonus shall lapse at the end of 30 days and the Cash Bonus amount shall not reflect in the User account.

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

The User acknowledges that subject to time taken for bank reconciliations and such other external dependencies that Jade Sports Fantasy has on third parties, any transactions on Jade Sports Fantasy Platform may take up to 24 hours to be processed. Any amount paid or transferred into the User's 'Unutilized' Account or Winnings Account may take up to 24 hours to reflect in the User's 'Unutilized' Account or Winnings Account may take up to 24 hours to reflect in the User's 'Unutilized' Account or Winnings Account may take up to 24 hours to reflect in the User's 'Unutilized' Account or Winnings Account balance. Users agree not to raise any complaint or claim against Jade Sports Fantasy in respect of any delay, including any lost opportunity to join any Contest or match due to delay in crediting of transaction amount into any of the User's accounts A transaction, once confirmed, is final and no cancellation is permissible. Jade Sports Fantasy may, in certain exceptional circumstances and at its sole

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

## **TABULATION OF FANTASY POINTS**

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

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

Winners will be decided based on the scores of the Teams in a designated match (which may last anywhere between one day and an entire tournament) of the Contest(s). The Participant(s) owning the Team(s) with the highest aggregate score in a particular match shall be declared the Winner(s). In certain pre-specified Contests, Jade Sports Fantasy may declare more than one Winner and distribute prizes to such Winners in increasing order of their Team's aggregate score at the end of the designated match 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. In the event of a tie, the winning Participants shall be declared Winners and the prize shall be equally divided among such Participants. Jade Sports Fantasy 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 Jade Sports Fantasy, Contest, "Fantasy Rules", etc.

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

- 2 valid government-issued Identification;
- Proof of address;
- User's bank account details and proof of the same.

Jade Sports Fantasy shall not permit a Winner to withdraw his/her prize(s)/accumulated winnings unless the above-mentioned documents have been received and verified within the time-period stipulated by

Jade Sports Fantasy. The User represents and warrants that the documents provided in the course of the verification process are true copies of the original documents to which they relate.

Participants are required to provide proper and complete details at the time of registration. Jade Sports Fantasy shall not be responsible for communications errors, commissions or omissions including those of the Participants due to which the results may not be communicated to the Winner.

The list of Winners shall be posted on a separate web-page on the Jade Sports Fantasy. The winners will also be intimated by e-mail.

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

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

Determination by Jade Sports Fantasy that any document or information submitted by the Participant is incorrect, misleading, false, fabricated, incomplete or illegible; or

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

Any other match.

All Winnings above P10,000 shall be subject to a deduction of tax. The rate prescribed by the Government of the Philippines with respect to any prize withdrawal amount is 20% of the total prize money amount in excess of P10,000. In case of any revisions by the Government of the Philippines to the aforementioned rate in the future, Withholding Tax at Source (WTS) will be deducted by Jade Sports Fantasy in accordance with the then-current prescribed WTS rate. Winners will be provided WTS 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. The decision of Jade Sports Fantasy 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, Sikkim, Nagaland, Andhra Pradesh or Telangana. If it is found that a Participant playing the paid formats of the Contest(s) is a resident of any of the abovementioned states, Jade Sports Fantasy shall disqualify such Participant and forfeit any prize won by such Participant. Further Jade Sports Fantasy may, at its sole and absolute discretion, suspend or terminate such Participant's account with Jade Sports Fantasy. Any amount remaining unused in the User's Game Account or Winnings Account on the date of deactivation or deletion shall be reimbursed to the User by an online transfer to the User's bank account on record with Jade Sports Fantasy, subject to the processing fee (if any) applicable on such transfers as set out herein.

If it is found that a Participant playing the paid formats of the Contest(s) is under the age of eighteen (18), Jade Sports Fantasy shall be entitled, at its sole and absolute discretion, to disqualify such Participant and

forfeit his/her prize. Further, Jade Sports Fantasy may, at its sole and absolute discretion, suspend or terminate such Participant's account.

To the extent permitted by law, Jade Sports Fantasy 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.

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

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

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

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

All prizes are non-transferable and non-refundable. Prizes cannot be exchanged/redeemed for cash or kind. No cash claims can be made in lieu of prizes in kind.

### **Publicity**

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

## **GENERAL CONDITIONS**

If it comes to the notice of Jade Sports Fantasy that any governmental, statutory or regulatory compliances or approvals are required for conducting any Contest(s) or if it comes to the notice of Jade Sports Fantasy that conduct of any such Contest(s) is prohibited, then Jade Sports Fantasy 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.

Employees, directors, affiliates, relatives, and family members of Jade Sports Fantasy, will not be eligible to participate in any Contest(s).

## **DISPUTE AND DISPUTE RESOLUTION**

The courts of competent jurisdiction in the Philippines shall have exclusive jurisdiction to determine any and all disputes arising out of, or in connection with, the Jade Sports Fantasy Services provided by Jade Sports Fantasy (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 Jade Sports Fantasy, 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 Philippines.

In the event of any legal dispute (which may be a legal issue or question) which may arise, the party raising the dispute shall provide a written notification ("Notification") to the other party. On receipt of notification, the parties shall first try to resolve the dispute through discussions. In the event that the parties are unable to resolve the dispute within fifteen (15) days of receipt of Notification, the dispute shall be settled by arbitration.

The place of arbitration shall be Philippines . All arbitration proceedings shall be conducted in English.

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

Nothing contained in these Terms and Conditions shall prevent Jade Sports Fantasy from seeking and obtaining interim or permanent equitable or injunctive relief, or any other relief available to safeguard Jade Sports Fantasy'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 Jade Sports Fantasy to pursue any remedy for monetary damages through the arbitration described herein.

### **RELEASE AND LIMITATIONS OF LIABILITY**

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

By entering the contests and accessing the Jade Sports Fantasy Services provided therein, Users hereby release from and agree to indemnify Jade Sports Fantasy, 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 Jade Sports Fantasy 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.

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

Users shall be solely responsible for any consequences which may arise due to their access of Jade Sports Fantasy Services by conducting an illegal act or due to non-conformity with these Terms and Conditions and other rules and regulations in relation to Jade Sports Fantasy Services, including provision of incorrect address or other personal details. Users also undertake to indemnify Jade Sports Fantasy 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 Jade Sports Fantasy on account of such act on the part of the Users.

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

In consideration of Jade Sports Fantasy allowing Users to access the Jade Sports Fantasy Services, 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 Jade Sports Fantasy, 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 Jade Sports Fantasy Services or related to the Contests or the prizes of the Contests.

#### **DISCLAIMERS**

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

Any material accessed, downloaded or otherwise obtained through Jade Sports Fantasy 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.

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

- the Jade Sports Fantasy(s) will meet Users' requirements,
- Jade Sports Fantasy(s) will be uninterrupted, timely, secure, or error free
- the results that may be obtained from the use of Jade Sports Fantasy(s) will be accurate or reliable; and

• the quality of any products, Jade Sports Fantasy Services, information, or other material that Users purchase or obtain through Jade Sports Fantasycom(s) will meet Users' expectations.

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

To the extent permitted under law, neither Jade Sports Fantasy 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 Jade Sports Fantasy Services, events or Contest(s) being hosted or provided, or intended to be hosted on Jade Sports Fantasy 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 Jade Sports Fantasy 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.

#### **MISCELLANEOUS**

Jade Sports Fantasy 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 Jade Sports Fantasy posting them on the Jade Sports Fantasy 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 Jade Sports Fantasy. If they do not provide Jade Sports Fantasy with accurate information, Jade Sports Fantasy cannot be held liable for failure to notify the User.

Jade Sports Fantasy 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 Jade Sports Fantasy'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 PubG match to which a Contest relates. In such circumstances, Jade Sports Fantasy shall also be entitled to cancel any related Contest(s) and to process an appropriate refund for all Participants.

Jade Sports Fantasy's failure to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision.

Users agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Jade Sports Fantasy or these Terms must be filed within thirty (30) days of such claim or cause of action arising or be forever barred.

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

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.

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

Jade Sports Fantasy may, at its sole and absolute discretion, permanently close or temporarily suspend any Jade Sports Fantasy Services (including any Contest(s)).

Jade Sports Fantasy may from time to time conduct/organize, promotions/offers on the platform. Any two or more promotions cannot be clubbed together with any other promotions that are running simultaneously on the Jade Sports Fantasy platform. Also, promotions/offers cannot be clubbed with Cash Bonus available with any user.

Standard Terms and Conditions of "Invite Friends" program

The Jade Sports Fantasy Invite Friends Program lets you invite friends to join Jade Sports Fantasy ("Program"). In the event that you and your referred friend meet the criteria and complete all the steps specified in these terms, you and your friend can earn a Cash Bonus from Jade Sports Fantasy of upto Rs. 100 ("Bonus Amount"), which Bonus Amount will be redeemable to join cash contests and contests through the Jade Sports Fantasy's mobile application for the iOS and/or Android mobile devices ("Jade Sports Fantasy Application"). To participate in the Program, please note our terms and conditions ("Terms") in this respect, as they govern your participation in the Program:

Eligibility – All users who: (i) have an account registered with Jade Sports Fantasy's fantasy gaming platform ("Platform") which account has been verified by Jade Sports Fantasy; and (ii) are eligible to participate in the pay-to play Jade Sports Fantasy fantasy (as per the Jade Sports Fantasy"s terms and conditions, accessible at URL); and (iii) have downloaded and installed the Jade Sports Fantasy Application on their respective mobile devices, will be eligible to participate in the Program. Participation in the Program by proxy is not permitted.

Participation in the Program is voluntary. A user shall not register or operate more than one user account with Jade Sports Fantasy and shall not participate in the Program with more than one user account with Jade Sports Fantasy.

By participating in the Program, you agree to and accept these Terms.

For the purpose of participation in the Program, you are required to have the Jade Sports Fantasy Application downloaded and installed on your mobile device. Through the Jade Sports Fantasy Application, you will be provided with a unique link or code, which can be shared by you (""Inviter"") with friends (each an ""Invitee"") for the purpose of inviting such friends to create and register an account with Jade Sports Fantasy and download the Jade Sports Fantasy Application. On receiving the link or code from the Inviter, the Invitee may either: (i) Click on the link, consequent to which such Invitee will be directed to a registration page and will be provided the option to register an account with Jade Sports Fantasy and

download and install the Jade Sports Fantasy Application on his/her device; or (ii) download and install the Jade Sports Fantasy Application on his/her device independently, register for a Jade Sports Fantasy account through the Jade Sports Fantasy Application and enter the unique code shared by the Inviter where prompted in the Jade Sports Fantasy Application.

The Inviter and the Invitee will be eligible to earn the Bonus Amount subject to (amongst other terms specified in these Terms): (i) the Invitee not being an existing user of Jade Sports Fantasy; and (ii) the Inviter and Invitee being eligible to participate in the pay-to play Jade Sports Fantasy fantasy; and (iii) the Invitee successfully registering for an account with Jade Sports Fantasy through the unique link or by using the unique code shared by the Inviter; and (iv) the Inviter and Invitee agreeing to the license agreement for the Jade Sports Fantasy Application and downloading and installing the Jade Sports Fantasy Application as available for the Inviter's and Invitee's respective mobile devices; and (v) the Inviter and Invitee verifying the Inviter's and the Invitee's respective mobile number as provided at the time of registration within thirty (30) days from the date on which Invitee registers for an account with Jade Sports Fantasy ("Verification Period"). For the purposes of these Terms, an 'existing user of Jade Sports Fantasy' shall mean a user who presently operates an account with the Platform or operated an account with the Platform at any point of time.

An Invitee who is an existing user of Jade Sports Fantasy is not permitted to register a new account with the Platform for the purpose of availing of the Bonus Amount. Jade Sports Fantasy will determine in its sole discretion whether an Invitee is an existing user of Jade Sports Fantasy or not and take appropriate action.

The verification process may require an Inviter/Invitee to submit personal information about the user (Inviter/Invitee) and documents identifying the Inviter/Invitee. The Inviter agrees to receive communication from Jade Sports Fantasy and to allow Jade Sports Fantasy to communicate with Invitees referred by you about the Inviter's participation in the Program. Any information collected in respect of the Inviter/Invitee as part of the Program or otherwise in the course of such person's use of the Website shall be subject to Jade Sports Fantasy's Privacy Policy (available here: URL for Philippines n users)

The verification of an Inviter/Invitee shall be completed at the time of first withdrawal by the Inviter/Invitee from the Inviter's/Invitee's 'Your Winnings' account or 'Your Deposits' account with the Platform. An Inviter/Invitee may voluntarily seek verification of the Inviter/Invitee by clicking on the 'Verify Now' tab of the Account Balance page of the Inviter/Invitee's account with the Platform. In the event that the Invitee opts to register for a Jade Sports Fantasy account through the Jade Sports Fantasy Application, the Invitee can verify his/her contact information at the time of registration.

The Invitee will be eligible to earn a Bonus ("Invitee Bonus") upon a) successful verification of the Invitee's mobile number. b) Provided that the Invitee completes the step mentioned in a) above within the Verification Period, the applicable Invitee Bonus shall be credited to the Invitee's Cash Bonus Account with the Platform, within fifteen (15) days of completion of successful verification of the Invitee's mobile number. In the event that the Invitee fails to verify the Invitee's mobile number within the Verification Period or omits to provide documents requested for such verification, the Invitee shall not receive the applicable Invitee Bonus specified above due to the Invitee for completing such verification process.

Inviter Bonus a) In order for an Inviter to be eligible to earn the Bonus Amount due to him/her ("Inviter Bonus"), the Inviter must also download and install the Jade Sports Fantasy Application on his/her mobile

device verify his/her mobile number and email address prior to the completion of the Verification Period. b) The credit of the Inviter Bonus is contingent on the Invitee's participation in cash contests on the Platform. For every Rs. 1 spent by the Invitee to join cash contests on the Platform, the Inviter will be eligible to earn a bonus amount of Rs. 0.50 subject to a maximum of Rs. 100. As an example, in the event that the invitee uses Rs. 100 from his Cash Bonus Account or Unutilized Account to join a cash contest or contest through a Jade Sports Fantasy Application, the Inviter shall be eligible to receive Rs. 50 as Inviter Bonus upon the successful completion of such contest or contest, provided that the Inviter has successfully completed the requisite steps detailed in a) above that make him/her eligible to receive such amount. c) Subject to the provisions of a) and b) above, the applicable Inviter Bonus earned by the Inviter shall be credited to the Inviter's Cash Bonus Account within fifteen (15) days of the completion of the cash contest or contest in which Invitee has used the Invitee Bonus or within fifteen (15) days of the Inviter completing the relevant step verification process, as the case may be. In the event that the Inviter fails to complete any of the verification steps within the Verification Period or omits to provide documents requested for such verification, the Inviter shall not be eligible to earn the applicable Inviter Bonus. d) It is clarified that the Inviter will be eligible to receive the Inviter Bonus with respect to any contests or contests only in the event the winners are declared for such contests or contests only. In the event that the contest entry amount paid by the Invitee is refunded to the Invitee with respect to any cash contest or contest, for any reason, the Inviter shall not be eligible to receive any Inviter Bonus for such contest or contest.

The Bonus Amounts credited to the Inviter/Invitee can be used by the Inviter/Invitee to join cash contests and contests offered by Jade Sports Fantasy through the Platform. No part of the Bonus Amount may be used to join private contests or be withdrawn or transferred to any other cash balance account held by the Inviter/Invitee with Jade Sports Fantasy or to any third party account or to any bank/payment instrument account. THE BONUS AMOUNT SHALL EXPIRE AND BE WITHOUT EFFECT AT THE END OF FOURTEEN DAYS FROM THE DATE OF CREDIT OF THE BONUS AMOUNT.

The deposit of the Bonus Amount shall be at the sole discretion of Jade Sports Fantasy and shall be subject to the Inviter's/Invitee's compliance with these Terms. Jade Sports Fantasy may substitute or change the Bonus Amount offered under the Program at any time without notice. An Inviter/Invitee may not substitute the amount of Bonus Amount or substitute offering for other items or exchange for cash.

Jade Sports Fantasy reserves the right to:

withhold the deposit of the Bonus Amount; and/or

forfeit any deposited Bonus Amount to an Inviter/Invitee or any prizes/winnings earned by the participant by using such Bonus Amount; and/or

deactivate the accounts of the Inviter/Invitee, in the event that it determines or reasonably believes that such Inviter/Invitee has violated these Terms or the terms and conditions of the Jade Sports Fantasy fantasy games.

Mere participation in the Program does not entitle the Inviter/Invitee to receive any Bonus Amount.

Jade Sports Fantasy may, at its sole and absolute discretion, disqualify any Inviter/Invitee if such Inviter/Invitee engages in or it is found that such Inviter/Invitee has engaged in any illegal, unlawful or improper conduct (with regard to the Program or otherwise).

The decision of Jade Sports Fantasy will be final and binding with regard to the Program, and the deposit of the Bonus Amount and no correspondence, objection, complaints, etc. will be entertained in this regard.

This Program cannot be clubbed with any other contests/promotions/programs that are running simultaneously and organised or conducted by Jade Sports Fantasy.

Jade Sports Fantasy reserves the right to change/modify/or withdraw the Program and/or change these terms and conditions without any prior notice of the same at its sole discretion.

The Terms and Conditions, as applicable to the Jade Sports Fantasy's fantasy games and services, will apply to and govern the Program.

Jade Sports Fantasy does not make any commitment, express or implied, to respond to any feedback, suggestion and, or, queries of the participants (Inviter/Invitee) of the Program.

Notwithstanding anything contained herein, the aggregate liability of Jade Sports Fantasy to a participating Inviter/Invitee in relation to the Program for any reason whatsoever shall not exceed Rs.100.

Supplemental Terms for Offers and Rewards

Jade Sports Fantasy Application/Website (hereinafter "platforms") may have a separate offering of different types of rewards to the eligible users, including but not limited to the ones listed below. We reserve the right to make modifications to the same or to completely remove this feature at any time. By participating in any of the rewards and contests below, you agree to be bound by these terms and conditions.

Rewards may be of various types including but not limited to Offers like Coupons, Discounts, etc. or Rewards like Contests, Daily Streak, etc. Different sets of rewards may be visible to different users based on the criteria determined by Jade Sports Fantasy. Participation in any of the rewards on the Jade Sports Fantasy platforms is voluntary. Further, we reserve the right to determine the duration of the rewards. You can reach out to us in case of any queries with respect to any of the rewards at our Chat Support.

Jade Sports Fantasy shall address the queries only during which the relevant rewards are live on the FanCash platforms. In case of any disputes of any kind with respect to any offers/rewards, Jade Sports Fantasy's decision will be final and binding.

In the event you win any reward, you agree that Jade Sports Fantasy may use your name and picture associated with your account to declare you as a winner, at its sole discretion, but is not bound to do so. You hereby warrant that the said picture or name does not violate any third-party Intellectual Property Rights. Jade Sports Fantasy may use the said picture or name to promote any contest, promotions, events, etc. You acknowledge that you will not receive any compensation, etc. for the use of such pictures or its derivatives in any form and hereby unconditionally agree to give an irrevocable perpetual license to Jade Sports Fantasy and/ or its affiliates/agents for such usage. You hereby agree to indemnify Jade Sports Fantasy to the full extent (including direct, ancillary, indirect and consequential costs) in case of any claims which arise out of or are in any way connected with such use.

If any user violates these Terms, then he/she may be ineligible for participating in any contest/challenge at our sole discretion and his/her reward may be forfeited by us without any prior notice.

# **DAILY STREAKS**

Certain users based on the criteria determined by us may be eligible for pre-specified rewards on the basis of their daily participation activity on the app for their initial fixed number of days on the Jade Sports Fantasy platforms. The duration and the details will be visible on the Jade Sports Fantasy platforms from time to time.

## **OFFERS - (COUPONS/DISCOUNTS)**

Jade Sports Fantasy may offer certain additional benefits for participating in contests/rewards including but not limited to cashbacks or instant discounts subject to the User's action to avail of a particular offer.

Jade Sports Fantasy may from time to time make available either directly or in partnership with its Commercial Partners/Affiliates, certain benefits for participating in contests/rewards. All such offers shall be governed by their general terms and conditions as displayed on the Jade Sports Fantasy platforms.

Any cashbacks/discounts advertised or displayed on the Jade Sports Fantasy platforms or through other media channels shall be indicative and the cashback/discounts may be of the advertised amount or lesser. Any advertisement or cashback/discount amount displayed on the Jade Sports Fantasy platforms shall be deemed to be offering 'up to' such amount regardless of whether the word "up to" is used in such advertisement, display or marketing material on any channel.

Jade Sports Fantasy reserves the right to deactivate or delete the User account, all related information on it, and forfeit all My Wallet balance or related prizes/winnings from any User, in the event of misuse of the offer, fraud, suspicious transaction/activity or prolonged inactivity on the platform.