



# ONLINE GAMES OF SKILL CHARTER

## PART A – GENERAL PRINCIPLES

### SECTION 1

- A. This Charter on online games of skill is issued by the All India Gaming Federation (“**AIGF**”). This Charter is applicable to each Member of the AIGF which is an operator of games of skill offered through the medium of the internet in pay-to-play formats within the territory of the Republic of India.

The Charter shall put forth:

- i. general principles (Part A – Section 1)
  - ii. requirements for membership in the AIGF (Part A – Section 2)
  - iii. the requirements to be treated as a “pre-approved” game (Part B)
  - iv. the process of approval of games (Part C)
  - v. grievance redressal by the AIGF Ombudsman (Part D)
- B. In order to acquire and continue to maintain its membership with the AIGF, any entity that offers online games of skill in India is required to agree to and comply with the Charter.
- C. For the purpose of this Charter the terms employed shall have the following meaning:
- i. “Charter” shall mean the AIGF Online Games of Skill Charter, as amended from time to time.
  - ii. “Game of skill” shall mean any game that has a preponderance of skill over chance in the determination of its outcome.
  - iii. “Member” shall mean any entity that has acquired membership of AIGF.
  - iv. “Member Personnel” shall mean employees, personnel, directors or other persons connected to a Member, with access to proprietary, sensitive or confidential information relating to the Member’s services.
  - v. “Platform” shall mean the website, mobile application or any other medium through which a Member may make its game available for users to play.
- D. AIGF shall have the right to amend all or part of the provisions of the Charter, as and when necessary, without any advance notice to the Members.

## **SECTION 2**

### **A. Application for membership with AIGF**

- i. Any entity that wishes to become a member of AIGF, has to provide the relevant details (as notified by AIGF from time to time) and provide an undertaking signed by an authorized signatory stating that they comply with all the mandatory requirements of the Charter.
- ii. Membership shall be granted for a period of one year. A Member may renew the membership at the end of its term by paying the membership fee applicable at the time of renewal. While renewing the membership, the Member shall inform AIGF of any material changes to the game(s) offered by it or its Platform.
- iii. In the event that a Member offers a game that is not pre-approved under Part B of the Charter, the Member shall mandatorily submit the game for approval as per the provisions of Part C of the Charter.
- iv. New Members whose systems do not comply with the provisions of this Charter are required to make appropriate changes prior to becoming Members or make appropriate changes to their systems to ensure compliance within 180 days of becoming members.

### **B. General Compliance by Members**

- i. Members shall be registered/incorporated in India or have a corporate presence in India.
- ii. Members shall identify themselves as the operator of its online games and shall prominently display on its Platform its full business and corporate name, address of its registered office and corporate office, phone number and email address of its head and/or corporate office and email address for user support and queries. Members shall notify AIGF and users of any change in its contact details.
- iii. Members shall also display the name, phone number and email address of its Grievance Officer on its Platform.
- iv. Members' technology infrastructure and support provision, including hosting and management of websites or platforms, placement of servers shall meet standards that are customarily implemented across the online gaming industry.
- v. Members shall obtain "No Bot" and "Random Number Generator" certifications from reputed entities.

### **C. Legality**

- i. No Member shall offer pay-to-play versions of any games of chance on the Platform.
- ii. All pay-to-play formats of the games offered on a Member's Platform shall be skill-predominant. The Platform shall not advertise any pay-to-play games of chance or provide any link to any website / platform offering any such games.
- iii. Members shall not offer its games to persons residing outside India. Members shall not offer cross border liquidity or pooling between Indian resident players and foreign resident players. Where a Member wishes to offer its games in a jurisdiction outside India, it shall incorporate a separate entity in such jurisdiction and shall offer the games in accordance with the applicable laws, rules and regulations of such jurisdiction.

- iv. Members shall restrict participation in pay-to-play game formats in India to users in only those Indian states in which the pay-to-play formats of the games are legally permissible.
- v. In the event that a Member wishes to offer its pay-to-play format in Sikkim, Nagaland or any other Indian state that mandates the procurement of a license to operate an Online Game of Skill, the Member shall obtain and maintain the necessary license before providing the game in any such Indian state.
- vi. All Members shall take necessary steps to ensure compliance with the aforesaid geographic provisions including, without limitation, the incorporation of appropriate geo-blocking mechanisms and the implementation of user-location verification processes at the time of registration and prize distribution.

#### **D. Game Formats**

- i. Pay-to-play formats of games of Members shall not be offered to or targeted at any person less than 18 years old.
- ii. With respect to any game formats offered, a Member shall ensure that the initial entry fee charged to a user and/or the terms for participation in that game format is pre-determined and declared to such user before he/she participates in such game.
- iii. Any administrative fee charged to users for participation in the game shall be reasonable, pre-determined and fashioned in the form of a commensurate charge only for the statistical, analytical and back-end services provided by the Member.
- iv. With respect to tournaments, the manner of determination or calculation of winnings or pay outs shall be established and made known to the users in advance of the game or contest.
- v. In case a game is abandoned for force majeure reasons the total amount paid by each user shall be refunded in full without retaining or deducting any administrative or other fees.
- vi. In the event that a particular game is dependent on a certain minimum number of users participating, the users shall be clearly and unambiguously made aware of the fact that such contest shall not take effect unless such pre-determined and specified number of users join that contest.
- vii. The Members shall be free to offer promotional contests such as gamifications and leaderboards from time to time on its platform.

#### **E. Transparency & Disclosure**

- i. Members shall draft, and publish for general review on its platform, the terms and conditions, privacy policy and other policies relating to its games, which shall:
  - a. accurately and clearly specify (without limitation) the terms and conditions of the Platform, the mechanics and rules of all formats offered, the terms and conditions of each format, and the manner of determination of winners and winning amounts;
  - b. clearly specify the nature of personal information collected, purpose for which such information shall be used and the period for which such information may be retained.

- ii. Members will notify customers of any material changes to the terms and conditions of the games on their Platform before they come into effect.
- iii. Members shall either publish this Charter on its Platform and keep it up to date or provide a link to the AIGF's page containing the Charter, for general review.
- iv. At the time of registration on the Platform, a user shall be required to undertake, through an affirmative action (such as ticking a check box), that he/she accepts and agrees to comply with the Platform's terms and conditions and policies.
- v. Members shall not misrepresent the rules, regulations and terms regarding charges and winnings.
- vi. With respect to pay-to-play formats, Members shall ensure that there is no representation or implication that the game or the winnings are offered or provided on the Platform for "free" and shall not use phrases such as "free prize on winning", "free prize on registration", etc., in relation to pay-to-play formats.
- vii. The distribution of payouts / winnings will be undertaken strictly as prescribed in the Platform's terms and conditions.

## **F. Integrity, Security and Responsible Gaming**

- i. Member Personnel shall be restricted from playing games against other users on that Member's Platform (unless such participation is undertaken in a private league, limited to the Member Personnel alone or to test the Member's games or to educate the Member Personnel about the Member's game).
- ii. Member Personnel shall not share any proprietary, sensitive or confidential information with any other Members or online game providers. All Member Personnel shall be required to sign appropriate documentation to give effect to this principle.
- iii. Members shall not make any preferential disclosure of confidential information concerning the game or statistical information relevant to the game to any person outside such Member's organisation.
- iv. Members shall take all necessary steps to ensure that the users' personal information will be kept secure.
- v. Members shall make available all authorised scripts to all game users and shall not, to its knowledge, permit or facilitate the use of scripts that provide a user or a limited set of users with an unfair advantage.
- vi. Members shall pre-specify and, where appropriate, limit the number of permitted entries by a single user in a particular round or game.
- vii. Members shall allow a user to set daily, weekly and monthly deposit limits and such limits shall be implemented immediately upon request from the user.

- viii. Members shall make information readily available on its Platform to its users on how to game responsibly and how to access information about responsible gaming practices. Such information shall contain information on the potentially deleterious effects of gaming. Members shall facilitate on its Platform the access to a self-administered test for gaming addiction and shall provide information on and contact addresses for treatment centres.
- ix. Members shall offer and implement a “time out” facility to its users for certain pre-specified durations as may be determined by the Member and selected by the user.
- x. Members shall put into effect procedures for self-exclusion of users from the Member’s game and shall take all reasonable steps to expressly inform the users of these processes for self-exclusion. Members shall refuse service or to otherwise prevent an individual who has issued a self-exclusion notification to the Member from participating in pay-to-play formats on the Platform in relation to the game for which the self-exclusion has been exercised by the user.
- xi. Members will take steps to remove the name and details of a self-excluded individual from any marketing databases used by the Member company or group (or otherwise flag that person as an individual to whom marketing material must not be sent), within 2 days of receiving the completed self-exclusion notification.
- xii. Members shall block any customer accounts of a user who has requested self-exclusion on a Platform and will transfer all winnings held in such user’s account to the user’s designated bank account after making applicable deductions, and handle the unused principal amount, as per the terms of the Platform.
- xiii. Members shall satisfy themselves that none of the terms on which its game is offered on a Platform constitute unfair or restrictive trade practices within the meaning of the Consumer Protection Act, 1986, as amended from time to time.
- xiv. Members shall inform the AIGF of the occurrence of any of the following events with respect to the Member:
  - a. in case of a petition for winding up has been filed in any competent court or a receiver has been appointed or its directors have proposed to creditors a composition in satisfaction of its debts or a scheme of arrangements of its affairs;
  - b. a petition for bankruptcy has been filed in any competent court;
  - c. any breach of a covenant given to a bank or other lender by the Member;
  - d. any default in payment of court dues, including settlement amounts, remaining unpaid 15 days after the due date by the Member;
  - e. where the Member holds user funds in a separate bank account, any deficit on reconciliation of such bank account;
  - f. any investigation by a regulatory or government body (excluding tax authorities) in whatever jurisdiction, into the Member’s or Platform’s activities, or the activities in relation to the online game or a person occupying a qualifying position employed by the Member (where such qualifying position shall be deemed to mean any directors, partners, proprietors, CEO, CFO, heads of department, company secretary or key managerial personnel), where such an investigation could result in the imposition of a sanction or penalty which, if imposed, could reasonably be expected to raise doubts about the Member’s game;
  - g. any criminal investigation by a law enforcement agency into the Member, or any of its officers in relation to Member’s business, in any jurisdiction;

- h. the commencement (in whatever jurisdiction) of any material litigation against the Member, or any of its officers in relation to Member's business (including the Platform); and
  - i. any breach in the Member's information security that adversely affects the confidentiality of user data or prevents users from accessing their accounts for longer than 24 hours. In case of breach of the Member's information security, the Member shall also report to the appropriate public authorities in compliance with applicable laws.
- xv. Members shall give effect to mechanisms and institute manual interventions to prevent fraud and colluding amongst users or unfair activities by users to affect the outcome of the game.
- xvi. Members shall comply with the AIGF Responsible Gaming Policy as brought out by the AIGF from time to time.

## **G. Financial Integrity**

- i. Members shall maintain separate bank accounts for operational expenses and user funds. Members shall ensure that user funds and pay outs will not be at risk if the Member were to cease doing business.
- ii. Funds from the user accounts shall not be directed to or used by a Member under any circumstances for day-to-day operational expenses or to fund the growth of the Member's business. A Member shall not access any user funds, or withdraw/extract such funds for any use other than settling user winnings.
- iii. Members shall maintain a user liability account and secure player funds. Members shall provide AIGF with certification in relation thereto on a quarterly basis.
- iv. All Members that hold customer funds shall set out clearly in the terms and conditions under which they provide their games whether customer funds are protected in the event of insolvency, the level of such protection and the method by which this is achieved.
- v. Members shall conduct identity verification of a winner prior to the payment of pay outs or permitting withdrawals as required under applicable laws in India (including anti-money laundering laws), by requesting either the user's PAN Card, Aadhaar Card and/or any other relevant KYC document, permitted under law and Bank Account details of the winner.
- vi. In the event the Winner's PAN card details are required and the details are unavailable, the Member shall require the winner to provide a declaration in accordance with law.
- vii. The appropriate amount of tax deducted at source ("TDS") for all winnings or pay outs shall be deducted in accordance with the Income Tax Act 1961 and amendments thereto and notifications thereunder.
- viii. For the purpose of TDS, the Members shall clearly define "winnings" as the difference of receipts earned from the game and investment by the player for the purpose of deducting the tax at source.
- ix. Winners shall be provided with TDS certificates in respect of any such tax deductions within the timelines specified under applicable law.

- x. Members shall maintain records of all transactions on its platforms, whether such transactions comprise of a single transaction or a series of transactions integrally connected to each other, including without limitation the games played by users, transactions undertaken through the platform and user information (“Game Records”) for a period of 3 years from the date of cessation of the transactions between the player and Member.
- xi. Members shall, as part of their internal controls and financial accounting systems, implement appropriate policies and procedures concerning the usage of cash and cash equivalents (e.g., banker’s drafts, cheques, debit cards and digital currencies) by users, designed to minimize the risk of crimes such as money laundering, to avoid the giving of illicit credit to users.
- xii. Members shall conduct an annual assessment of the risks of their Platforms being used for money laundering and terrorist financing.

## **H. Intellectual Property**

- i. Members shall not, without obtaining the appropriate license and authorisation, from the appropriate owner or license holder (with the authority to sub-license for the desired usage) of the rights, use any third-party intellectual property rights, including player images, photographs, trademarks and trade names or logos on its Platform or to otherwise promote its games or services.
- ii. A Member will not, without obtaining a license and authorization, claim any official association or affiliation with any sport’s governing body, player, team or tournament on the Platform.
- iii. During the term of membership, Members may use the AIGF logo on their website or social media to indicate that their affiliation with AIGF. However, the “AIGF Approved Game” Seal, shall only be used by a Member if that specific game offered by the Member has undergone the approval process successfully as provided in Part C of the Charter.

## **I. Advertising**

- i. Members shall maintain a high standard of ethics in their advertising campaigns.
- ii. Members shall not target advertisements for their Platforms to children below 18 years of age.
- iii. Members shall not advertise games of chance alongside games of skill.
- iv. Members shall ensure adherence to the prescribed Advertising Standards Council of India (ASCI) code for their Platform.

## **J. Audit**

- i. AIGF shall be entitled to carry out periodic audit of Members and their Platforms by an external reputable accounting firm, to ensure that Member has been complying with the Charter, healthy trade practices and community standards and legal provisions. Members shall cooperate with AIGF representatives during such audit process.

- ii. Such audit shall be carried out not more than once in a calendar year, provided that AIGF shall be entitled to conduct an audit in addition to an annual audit on the recommendation of the AIGF Ombudsman as per Part D of the Charter.

## **K. Grievance Redressal**

- i. Each Member shall appoint a Grievance Officer for its Platform, to address complaints from its user(s) in relation to alleged breach of the Charter and /or alleged violation of healthy trade practices and community standards and/or legal provisions.
- ii. The Grievance Officer shall acknowledge the complaint within 24 hours of receipt.
- iii. The Grievance Officer should evaluate the complaint and:
  - a. If he/she finds no merit in the complaint, he/she shall with reasons in writing reply to the aggrieved user(s) within 48 hours of receipt of the complaint; or
  - b. Resolve the issue raised by the user(s) within 7 days of receipt of the complaint, should any issue need resolution.
- iv. The decision of the Grievance Officer shall be in conformity with the laws as applicable in India.
- v. If the complaint relates to violation of ASCI Code, then the Grievance Officer shall forward the same to ASCI with a copy to the user/player.
- vi. The Grievance Officer shall hold the minimum qualification of Post Graduate Degree/Diploma in Human Resources or a related field.
- vii. If the user feels aggrieved by the action taken by the Grievance Officer of the Member, the user may approach the AIGF Ombudsman as provided under Part D of the Charter.

## **L. Breach & Consequences**

- i. If through the annual audit or additional audit as specified on Part A, Section 2 (J) above, a Member is found or reasonably believed to have breached any provision of the Charter, ASCI Code or is found to be in violation of healthy trade practices or community standards or any legal provision (“Breach”), such Member shall be notified by AIGF of the Member’s Breach in writing clearly outlining the nature of the Breach and requesting such Member to remedy the Breach within 7 days or such other time period as specified in the notice. The Member shall be given an opportunity of a personal hearing, if so requested by the Member.
- ii. In the event that the Member fails to respond to such notice or fails to cure or remedy the notified Breach within the time period specified in the notice, the Member shall be temporarily suspended by AIGF and will be provided with a further 30 days to comply. During the suspension period the Member shall not be entitled to use the AIGF logo or the “AIGF Approved Game” Seal on its platform and any use of the AIGF logo or the “AIGF Approved Game” Seal during such suspension, shall constitute a breach of the terms of this Charter and specifically, infringement of the intellectual property rights of AIGF.



- iii. In the event the Breach continues even after suspension for a period of 30 days, AIGF may, at its discretion, expel such Member and/or withdraw its approval of the Member's online game. Upon expulsion / withdrawal of approval, the Member shall cease to use the AIGF logo and the "AIGF Approved Game" Seal on its Platform and any use of the AIGF logo or the "AIGF Approved Game" Seal shall constitute a breach of the terms of this Charter and specifically infringement of the intellectual property rights of AIGF.
  
- iv. Members shall support the Executive Committee in taking action to expel or suspend any Member and in withdrawing its approval of the Member's game, if such Member repeatedly fails to comply with the Charter.

# **PART B – PRE-APPROVED GAMES**

## **SECTION 1 – ONLINE FANTASY SPORTS GAMES**

- A. Any Member that operates any form of fantasy sports games is required to comply with the provisions of this Section in order to:
  - i. acquire and continue to maintain its membership with the AIGF; and
  - ii. use the AIGF logo and the “AIGF Approved Game” Seal.
- B. A winning outcome in a fantasy sports game shall always reflect the relative knowledge and skill of the user. A winning outcome and every aspect of a fantasy sport game shall always be determined predominantly by the incontrovertible statistical results and elements of players’/athletes’ performances.
- C. The prize money for a particular round or contest of a pay-to-play fantasy sports game will be pre-determined and conspicuously displayed at the time of registration for a particular round or contest of a pay-to-play fantasy sports game. If the amount of such prize money is dynamic, Members will provide a pre-decided maximum and minimum amount which may be won by users and the criteria for determination of the amount of prize money for the particular round or contest of a pay-to-play fantasy sports game and will ensure that participating users affirmatively accept as having read and understood this at the time of entry for the same.
- D. Members will not offer fantasy sports games for amateur, university, college or high-school sporting events.
- E. Users will not be offered the opportunity or option to auto-complete or auto-fill their fantasy sports teams and/or responses within the game.
- F. The fantasy game format shall also define the substitution conditions and the pre-determined deadline post which all users will be restricted from drafting or editing their fantasy sports team or responses for a particular round. The game format on the Platform will lock, in accordance with the deadline and substitution conditions.
- G. The number of winners and prizes to be provided to winners of a particular game will be declared by the Member prior to permitting a user to participate in the game.

## **SECTION 2 – ONLINE RUMMY GAMES**

- A. Any Member that operates any form of online rummy games is required to comply with the provisions of this Section in order to:
  - i. acquire and continue to maintain its membership with the AIGF; and
  - ii. use the AIGF logo and the “AIGF Approved Game” Seal.

- B. All formats of the rummy games offered on a Member's Platform should be games of skill, i.e., all such games will be games where there is a preponderance of skill over chance, including, where the skill relates to:
- i. Remembering and judging the fall of cards;
  - ii. Predicting cards available for selection either by way of fall or in the deck;
  - iii. Analysing odds and probability;
  - iv. Using game theory and strategy;
  - v. Reading opponent patterns and account for such patterns; and
  - vi. Sizing the stake and strategizing the placing of stakes in the round.

It is clarified, that it is only the basic versions of 10, 13, 21 and 27 card rummy that is pre-approved and any substantial variation to these formats which affect the preponderance of skill in the game, shall be treated as a new format and the approval process in Part C shall apply.

- C. For the purposes of qualifying as an Approved Rummy Format, the Member shall either:
- i. Offer the pre-approved rummy formats of 10, 13, 21 or 27 cards subject to compliance with the other provisions mentioned in this Section; or
  - ii. Offer rummy formats approved as per the process specified in Part C.
- D. All formats of the online rummy games offered by a Member on the Platform shall substantively reflect and incorporate the rules followed for the offline versions of the same formats as conventionally followed in India and across the world (as may be applicable), including, with respect to:
- i. Number of card decks to be used and the composition of a card deck.
  - ii. The card deck should be an entire deck.
  - iii. The number of cards dealt should be either 10, 13, 21 or 27 (whether with or without the Joker).
  - iv. Maintaining the integrity of the card deck, the fall of cards, those cards that are out of play and clearly notifying the users when the card deck is reshuffled.
  - v. The number of card decks in play, which will be notified by a Member to the user prior to the start of the game.
  - vi. Dealing and sequence of player turns.
  - vii. Limits regarding placing bets.
- E. The prize money for online rummy tournament games will be pre-determined and conspicuously displayed at the time of registration for a particular game. If the amount of such prize money is dynamic, a Member will provide a pre-decided maximum and minimum amount which may be won by users and the criteria for determination of the amount of prize money for the game and will ensure that participating users affirmatively accept as having read and understood this at the time of entry for the same.
- F. An online rummy game offered by a Member will comprise of a game where a user competes against other users in the same game format and game contest.
- G. Members will implement a robust, valid random number generator ("RNG") with respect to the shuffling and dealing mechanisms in its rummy games and the Member will ensure that such RNG is tested, verified and certified for use by a reputable independent testing authority.

## SECTION 3 – ONLINE POKER GAMES

- A. Any Member that operates any form of online poker games is required to comply with the provisions of this Section in order to:
- i. acquire and continue to maintain its membership with the AIGF; and
  - ii. use the AIGF logo and the “AIGF Approved Game” Seal.
- B. All formats of the poker games offered on a Member’s platform should be games of skill, i.e., all such games will be games where there is a preponderance of skill over chance, including, where the skill relates to:
- i. Analysing odds and probability;
  - ii. Ranking of poker hands and the probability of other players having such hands at a particular point in the game;
  - iii. Calculating ”outs” and the probability of hitting outs at any particular point in the game;
  - iv. Using game theory and strategy;
  - v. Reading opponent patterns and account for such patterns;
  - vi. Remaining unpredictable and including bluffs and feints within the user’s strategy to misguide opponents;
  - vii. Sizing the bets and strategizing the manner of placing bets; and
  - viii. Knowing when to lay down a particular hand or to cease placing bets.
- C. For the purpose of this Charter, following formats shall be treated as pre-approved poker formats:
- i. Texas Hold’em
  - ii. Omaha
  - iii. Omaha Hi/Lo
  - iv. OFC - Open Faced Chinese Poker
  - v. Pineapple
- D. It is clarified, that it is only the basic versions of the above formats that are pre-approved and any substantial variation to these formats which affect the preponderance of skill in the game, shall be treated as a new format and the same process set out in this paragraph to qualify as an Approved Poker Format shall apply.
- E. For the purposes of qualifying as an Approved Poker Format, the Member shall either:
- i. Offer the pre-approved poker formats specified above subject to compliance with the other provisions mentioned in this Section; or
  - ii. Offer Poker formats approved as per the process specified in Part C.
- F. All formats of the online poker games offered by a Member shall substantively reflect and incorporate the rules followed for the offline versions of the same formats as conventionally followed across the world, including, with respect to:
- i. Hand rankings;
  - ii. Determination of winners for particular hands and situations;
  - iii. Number of card decks to be used and the composition of a card deck;
  - iv. The number of betting rounds allowed for each player;
  - v. Dealing and sequence of player turns; and
  - vi. Limits regarding placing bets.

- G. The prize money for online poker tournament games shall be pre-determined and conspicuously displayed at the time of registration for a particular game. If the amount of such prize money is dynamic, Members will provide a pre-decided maximum and minimum amount which may be won by users and the criteria for determination of the amount of prize money for the game and will ensure that participating users affirmatively accept as having read and understood this at the time of entry for the same.

Members shall implement a robust, valid random number generator (RNG) with respect to the shuffling and dealing mechanisms in its poker games and the Member will ensure that such RNG is tested, verified and certified for use by a reputable independent testing authority.

## **PART C – APPROVAL OF GAMES**

### **SECTION 1**

- A. All games that adhere to Part A and are pre-approved under Part B of the Charter in full shall automatically be considered as “AIGF Approved Games”.
- B. Any Member that offers a game that does not fall within the parameters of a pre-approved game as provided under Part B of the Charter, shall mandatorily apply for approval for the said game from the Skill Games Council.
- C. The Skill Games Council is an independent body of experts constituted by AIGF for analyzing and evaluating innovation in skill-gaming and for promotion of responsible gaming. The Skill Games Council shall contain members from a wide range of fields including law, civil services, policy, psychology and management. Any opinion expressed by the Skill Games Council on the predominance of skill in a game, shall be treated as final by AIGF.

### **SECTION 2**

- A. Members seeking approval of their game(s) from the Skill Games Council shall submit the following documents to AIGF:
- i. A covering letter explaining the game format and the flow of the game.
  - ii. The rules and regulations pertaining to the game.
  - iii. Statistical data, as may be available, which demonstrates the element of skill in the game.
  - iv. Legal opinion explaining the compliance of the game with applicable Indian laws, including but not limited to the skill versus chance test under relevant state gaming legislations.

The Skill Games Council may, in its discretion, also seek additional information from the Member on its game format.

- B. Upon receiving the application for approval from a Member, AIGF shall forward the same to the Skill Games Council. The Skill Games Council shall independently evaluate the documents to ascertain whether the game is a “game of skill”, i.e., it is a game in which preponderance of skill over chance determines the winning outcome of the game. This analysis shall be done by the Skill Games Council based on the laws, guidelines and jurisprudence applicable at the time of consideration. If the game is found to be a “game of skill”, the Skill Games Council shall grant approval for the game and if it is found that the game does not qualify as a “game of skill”, the

application for approval shall be rejected. Every application for approval shall be evaluated by a minimum of 3 (three) members, including at least one legal expert, of the Skill Games Council and the decision shall be made by majority.

- C. The Skill Games Council shall communicate its decision on the application of approval to AIGF, within 15 days of receiving the application and accompanying documents.
- D. Upon receipt of the decision of the Skill Games Council, AIGF shall inform the Member about the result. If requested by the Member, AIGF shall issue a "Certificate of Approval" indicating that the game offered by the Member has been approved by the Skill Games Council and as such, it is an "AIGF Approved Game".
- E. The decision of the Skill Games Council shall be final and shall not be subject to any appeal or further discussion or deliberation. Members shall refrain from initiating further discussion regarding any rejection of approval.
- F. After receiving approval from the Skill Games Council, a Member may use the "AIGF Approved Game" Seal on its platform.
- G. The approval granted under this Section shall be valid for a period of one year from the date of approval. If a Member wishes to renew the approval, it shall submit an undertaking signed by an authorized representative stating that there have been no changes made to the game since the date of first approval. Upon receipt of such undertaking, AIGF shall issue a letter of renewal of the approval. Any such renewal shall be valid for a period of one year from the date of renewal. The renewal may be extended upon submission of an undertaking.
- H. All communication among the Member, AIGF and the Skill Games Council and the proceedings of the Skill Games Council with regard to the approval process shall be strictly confidential.

## **PART D – AIGF OMBUDSMAN**

- A. AIGF shall appoint an Ombudsman for the purpose of addressing grievances of a user of any Member's platform. The AIGF Ombudsman shall be a retired judge of a High Court of any State or of the Supreme Court. The AIGF Ombudsman shall be appointed for a term of one year which may be renewed based on mutual consent.
- B. Any user who feels aggrieved by the action taken by a Grievance Officer of a Member shall approach the AIGF Ombudsman for grievance redressal. A user shall not approach the AIGF Ombudsman without having first approached the Grievance Officer of the concerned Member.
- C. AIGF shall, in consultation with the AIGF Ombudsman, formulate and issue procedural rules governing the functioning of the AIGF Ombudsman. The procedural rules shall be published on the AIGF website and users approaching the AIGF Ombudsman for grievance redressal shall comply with the procedural rules.
- D. The AIGF Ombudsman shall declare any conflicts of interest with respect to any matter submitted to him/her and shall not make any decision on any matter wherein he/she has a conflict of interest.
- E. The AIGF Ombudsman shall, as far as possible, promote resolution of disputes by means of conciliation and mediation.