



## Ombudsman Rules

## **1.1. Introduction**

1.1.1 In pursuance of its objects, the Federation of Indian Fantasy Sports (“FIFS”) has established the office of Ombudsman and Ethics Officer (“Ombudsman”) to protect the interests of members of FIFS (each a “Member”) and their users, and online fantasy sports platforms industry through oversight of integrity, governance and systems. These Ombudsman Rules shall be governed and construed in accordance with the FIFS By-Laws, as amended/reissued from time to time.

## **1.2. Scope**

1.2.1 The Ombudsman shall receive, consider, investigate, or adjudicate any complaints, disputes or issues that are related to the matters covered under the Terms of Reference.

1.2.2 The Ombudsman has the power to exercise all powers and discretions conferred on him/her by these Ombudsman Rules and the By-Laws and to carry out all responsibilities attributed to him/her under the By-Laws.

1.2.3 The Ombudsman shall be a retired Judge of the Supreme Court of India or a State High Court, so appointed by the Governing Council of the FIFS (“Governing Council”) after obtaining his/her consent and on terms as determined by the Governing Council in keeping with the dignity and stature of the office.

1.2.4 The Ombudsman shall be appointed for a term of three (3) successive one (1) year periods. At the conclusion of each one (1) year period, the appointment may be renewed by mutual agreement, for a further one (1) year period. The Ombudsman shall be eligible for reappointment.

1.2.5 The Governing Council shall issue such instructions, guidelines including, inter-alia, the procedure for the day-to-day administration, secretariat staffing, secretariat administrative infrastructure, and such other related aspects of the functioning of the Ombudsman.

1.2.6 The Governing Council shall provide from time to time at the request of the Ombudsman such premises, staff and equipment as he/she may reasonably require to carry out his/her duties and functions.

1.2.7 The Ombudsman may appoint (on such terms as to remuneration and otherwise as he shall think fit which shall necessarily include a term as to confidentiality) any other person(s) who in his/her view is/are suitably qualified to assist him/her in his/her duties under the By-Laws.

1.2.8 The Ombudsman shall be precluded from handling any matter if he/she is an interested party or having a conflict of interest in such matters.

1.2.9 If the Ombudsman recuses himself/herself or is indisposed or otherwise prevented from carrying out his/her duties at any time, the Governing Council may by special resolution appoint an individual eligible for appointment as Ombudsman to act as deputy for the Ombudsman for such period of time and on such terms and conditions as the Governing Council shall by special resolution determine.

1.2.10 While such deputy holds office, the By-Laws shall apply to him/her as if he/she were the Ombudsman.

## **1.3. Terms of Reference**

1.3.1 The Ombudsman can receive, investigate and facilitate the resolution of any dispute or complaint in relation to any of the following matters which shall be the “Terms of Reference”:

1.3.1.1. Non-payment or inordinate delay in the payment of prizes or payouts to any person availing the services of a Member (“Member User”);

1.3.1.2. Failure by a Member to resolve issues/complaints raised by Member Users in accordance with the timelines stipulated in Paragraph 1.4 hereof;

- 1.3.1.3. Non-adherence to the FIFS Charter for Online Fantasy Sports Platforms (“FIFS Charter”) or By-Laws by any Member;
  - 1.3.1.4. Non-compliance by any Member with its terms of service;
  - 1.3.1.5. Non-adherence to the FIFS Fair Practices Code (“Practices Code”) by any Member;
  - 1.3.1.6. Non-adherence to the FIFS Responsible Gaming Policy (“Responsible Gaming Policy”) by any Member;
  - 1.3.1.7. Non-adherence by any FIFS functionary or any Member with the Ethics Code (as amended from time to time) adopted by the FIFS;
  - 1.3.1.8. Any disputes between/among two (2) or more Members and/or between/among Members and the FIFS; and
  - 1.3.1.9. Unauthorised use or misuse of intellectual property of any Member by another Member.
- 1.3.2 It is clarified that the Ombudsman may in the Ombudsman’s discretion, investigate any of the matters specified in Paragraphs 1.3.1.1-1.3.1.9 hereof *suo moto*, without the receipt of a formal referral or complaint from any person/entity as specified below.

#### **1.4. Conditions for Complaints**

- 1.4.1 A complainant (“Complainant”) can register a complaint against a member or FIFS functionary (the “Respondent” in this context) before the Ombudsman if the complaint is covered under the Terms of Reference as per Paragraph 1.3.1, provided that where the complaint relates to claimant compensation, the amount claimed shall not be more than Rs. 20,00,000/- (Rupees Twenty Lakh).
- 1.4.2 In instances where the Respondent specified in a complaint is the FIFS, a functionary of the FIFS or a Member, a written complaint regarding such Complainant’s issue, must first be made to the Respondent, unless to do so would unreasonably compromise the Complainant’s interests or position.
- 1.4.3 When a complaint is registered, the Respondent shall resolve or respond to the complaint within thirty (30) business days and notify the Complainant in writing.
- 1.4.4 In case the complaint cannot be resolved within thirty (30) business days due to peculiar circumstances, the Respondent shall communicate the reasons to the Complainant for the delay. In any event the complaint shall be resolved not later than three (3) months from the date of the complaint.
- 1.4.5 In the event the complaint is not resolved by the Respondent within a period of thirty (30) business days or three (3) months (in the circumstances specified in Paragraph 1.4.4 hereof only) from the date on which such complaint was raised with the Respondent, or the Respondent rejects the complaint without providing valid reasons and the Complainant is aggrieved by such rejection or is not satisfied with the reply given by the Respondent, the Complainant can file a complaint in accordance with the procedure specified in Paragraph 1.5 below.
- 1.4.6 A complaint may not be considered or may be rejected by the Ombudsman for any of the following reasons:
  - 1.4.6.1. The subject matter of the complaint is not covered under the Terms of Reference;
  - 1.4.6.2. With respect to complaints against the FIFS, an FIFS functionary or a Member, the Complainant has not approached the Respondent first for redressal of its/his/her grievance first as provided herein these By-Laws;
  - 1.4.6.3. The Complainant has not referred the complaint to the Ombudsman within three (3) months from the date of receipt of the notification from the Respondent claiming resolution of the complaint;

- 1.4.6.4. If the complaint is not resolved or responded to in any manner within thirty (30) business days and the Complainant has not referred the complaint to the Ombudsman within three (3) months from the date on which such aforementioned thirty (30) business day period expired;
- 1.4.6.5. If the Respondent has given reply indicating its inability to resolve or respond to a complaint within thirty (30) business days and no notification has been given thereafter, and the Complainant has not referred the complaint to the Ombudsman within three (3) months after the expiry of three (3) months from the date on which the complaint was first made to the Respondent;
- 1.4.6.6. The complaint is without any sufficient cause or is frivolous, vexatious or malicious in the opinion of the Ombudsman;
- 1.4.6.7. The complaint relates to a matter that was already investigated or resolved by the Ombudsman previously;
- 1.4.6.8. The compensation sought by the Complainant which is in excess of Rs. 20,00,0000/- (Rupees Twenty Lakhs);
- 1.4.6.9. The complaint requires consideration of elaborate documentary and oral evidence and in the opinion of the Ombudsman (which opinion shall be final) the proceedings before the Ombudsman are not appropriate for adjudication of such complaint;
- 1.4.6.10. If the Ombudsman considers that by reason of the subject matter of the complaint it is more appropriate that such complaint should be determined by a court of competent jurisdiction or by arbitration; and
- 1.4.6.11. The subject matter of the complaint is pending for disposal / has already been dealt with at any other formal dispute resolution or redressal forum such as a court of law, consumer court, etc.

## **1.5. Complaint Requirements and Procedure**

- 1.5.1 Every complaint before the Ombudsman shall be filed online on FIFS website at: [www.fifs.in](http://www.fifs.in) or any other web-address as notified by FIFS from time to time (“FIFS Website”) only. Any other form of complaint is not acceptable. The complaint must contain the following details:
  - 1.5.1.1. Name and address of the Complainant;
  - 1.5.1.2. The name and address of the Respondent (if available) against which the complaint is made;
  - 1.5.1.3. Facts giving rise to the complaint supported by documents, if any;
  - 1.5.1.4. Soft Copies of communications exchanged between/among the Complainant and the Respondent(s) if any;
  - 1.5.1.5. The nature, and extent of the loss caused to the complainant;
  - 1.5.1.6. The relief sought from the Ombudsman;
  - 1.5.1.7. A declaration by the Complainant stating that the Complainant is in compliance with the By-Laws.
- 1.5.2 Complaints filed, through hard copies shall not be entertained and shall be deemed to have never been received.

## **1.6. Complaint/Dispute Investigation and Resolution**

- 1.6.1 Subject to the other provisions of the By-Laws, the Ombudsman shall in his/her discretion decide the procedure to be adopted in considering complaints and disputes, in conducting investigations, and in making recommendations or representations.
- 1.6.2 In dealing with or investigating any disputes or complaints, the Ombudsman shall:

- 1.6.2.1. do what in his/her opinion is appropriate with a view to resolving disputes in a cooperative, efficient, timely and fair manner;
- 1.6.2.2. proceed with minimum formality and technicality to the extent possible; and
- 1.6.2.3. be as transparent as possible, whilst also acting in accordance with his/her confidentiality and privacy obligations.
- 1.6.3 The Ombudsman shall not be bound by any legal rule of evidence in considering complaints or conducting investigations and he/she shall not be bound by any previous decision made by him/her or any predecessor in office, in respect of complaints of others.
- 1.6.4 Upon receipt of a complaint or upon taking cognizance of a matter *suo moto*, the Ombudsman shall give notice of the complaint and/or his/her investigation to the Governing Council and to any person/entity to whom the complaint/dispute relates and shall afford to such person/entity an opportunity to comment on the complaint.
- 1.6.5 The Ombudsman may request affected parties, if required to submit their arguments and the Ombudsman shall exercise all powers of inquiry and hearing as the Ombudsman deems fit before appropriate orders are passed or recommendations made.
- 1.6.6 The Ombudsman shall have the power to call for relevant documents, information and/or data upon such terms as to confidentiality as he/she shall think fit in order to undertake independent investigations and enquiries with respect to resolving any disputes or investigating any complaints as permitted under the By-Laws.
- 1.6.7 Hearings, if any, will be conducted at the discretion of the Ombudsman and will follow the principles of natural justice.

## **1.7. Recommendations, Settlements, Orders and Awards**

- 1.7.1 Resolution of Complaints/Disputes with Mediation
  - 1.7.1.1. With respect to any disputes or complaints between/among two (2) or more entities or persons, the Ombudsman shall, where deemed appropriate by the Ombudsman, endeavour to promote, through conciliation or mediation, where possible, a settlement of the complaint by agreement among the parties involved in such dispute.
  - 1.7.1.2. Where a complaint is settled by the parties through conciliation or mediation, the Ombudsman shall take on record any agreement among all parties involved and will pass an order as per the terms of settlement which becomes binding on the parties to the complaint/dispute. The order shall be in writing and the Ombudsman shall share copies of the order with all the parties involved.
- 1.7.2 Resolution of Complaints/Disputes without Mediation
  - 1.7.2.1. Where a complaint/dispute is not settled by way of mediation within a period of two (2) months of the complaint being referred to the Ombudsman or is deemed by the Ombudsman to be not appropriate or capable of being settled (such as complaints regarding breaches of the Ethics Code or the FIFS Charter) the Ombudsman shall pass an order, based on the pleadings and evidence brought on record.
  - 1.7.2.2. The order shall be in writing and shall state the reasons upon which the order is based. The Ombudsman may impose penalties or award compensation as appropriate and applicable to a particular complaint or a dispute.
  - 1.7.2.3. Where the order is in favour of a Complainant and involves the payment of any compensation amount, the order shall state the amount of compensation granted to the Complainant after deducting the amount already paid, if any, provided that the Ombudsman shall,
    - a. not award any compensation in excess of the loss suffered by the Complainant as a direct consequence of the cause of action; or

- b. not award compensation exceeding Rs. 20,00,0000/- (Rupees Twenty Lakhs) (including relevant expenses, if any).
- 1.7.3 The Ombudsman shall aim to pass an order within a period of three (3) months from the date on which a complaint was taken cognizance of by the Ombudsman (deducting the period during which the mediation proceedings were pending), subject to receipt of all requirements from the Complainant.
- 1.7.4 The order of the Ombudsman shall be final and binding with respect to a particular complaint or a dispute.

**1.8. Reports and Expenditure**

- 1.8.1 The Ombudsman shall share with the Chairperson of FIFS, a written note once every quarter (1st of January, 1st of April, 1st July and 1st December of every year), containing a general review of the activities during the preceding quarter and describing the principal findings of his/her investigations or any conclusions which he may have drawn.
- 1.8.2 The Ombudsman shall be entitled to expend any amounts necessary to ensure the effective discharge of his/her duties. The record of all such costs and expenses incurred shall be shared with the Chairperson of the FIFS along with the written note referred in Paragraph 1.8.1 hereof.