



Charter for Online Fantasy Sports Platforms (OFSP)

1.1. General Principles

- 1.1.1 This Charter for Online Fantasy Sports Platforms (“Charter”) is published and issued by the Federation of Indian Fantasy Sports (“FIFS”). This Charter is applicable to each member of the FIFS (“Member”) who is an operator of an online fantasy sports platform (“OFSP”) in India. This Charter shall be governed and construed in accordance with the FIFS By-Laws, as amended/reissued from time to time (“By-Laws”).
- 1.1.2 In pursuance of its objectives and in an attempt to self-regulate OFSPs within the territory of the Republic of India, FIFS hereby issues this Charter setting out minimum standards and expectations for any entity carrying on the business of operating an OFSP (“OFSP Operators”) in India.
- 1.1.3 Provided that all contests on OFSPs operated by any FIFS Members adhere to the General Principles of this Charter in full or are approved in manner set out in this Charter, and subject to such continuing adherence, such OFSP Operator shall be considered an “FIFS Approved Operator”. No contest format on an OFSP may be offered by an FIFS Approved Operator unless the same adheres to the Charter or is confirmed by the Governing Council of the FIFS (“Governing Council”).
- 1.1.4 In order for an OFSP to be considered for confirmation by the Governing Council, the Operator shall obtain and submit an evaluation and opinion from the Innovation Committee of the FIFS of the proposed contest as a ‘game of skill’, i.e. a contest in which there is a preponderance of skill over chance in the determination of the winning outcome of the game/contest. Except for format evaluations provided as part of a Member’s benefits for a Membership Tier with the FIFS, all costs incurred in obtaining the legal opinion and evaluation referred to above shall be borne by the Member. The Governing Council shall consider the proposed OFSP contest submission and the Innovation Committee’s determination and evaluation of the same and determine if the proposed OFSP is approved or rejected as a ‘game of skill’, and shall notify the Operator of such decision by means of written communication.
- 1.1.5 The acquisition and maintenance of Membership with FIFS shall be subject to the Member ensuring that it only offers and operates contests on its OFSP that adhere to the Charter, which adherence is confirmed by the Innovation Committee, and otherwise adheres to and complies with the provisions of the Charter.

1.2. Organisation

- 1.2.1 Each Member will be duly incorporated in India or have a corporate presence in India and will prominently display its full corporate name, phone/e-mail of head/corporate office and e-mail address for user support and queries on its platform/website.
- 1.2.2 A Member will update and notify the Governing Council and such person that avails the services of a Member (“Member User”) of any change in its contact details, as aforesaid.

1.3. Legality

- 1.3.1 All contest formats offered on an OFSP by a Member will be skill predominant. A winning outcome will always reflect the relative knowledge and skill of the user. A winning outcome and every aspect of a fantasy team’s performance will always be determined predominantly by the incontrovertible statistical results and elements of players’/athletes’ performances and will not be based on subjective elements such as leadership and other qualitative measures.
- 1.3.2 A contest offered on an OFSP by a Member will comprise of a contest where a Member User competes against other contest users as the owner/manager of a fantasy team of real-world athletes in a real-world sports match.
- 1.3.3 A Member will offer its pay-to-play contest format on an OFSP such that Indian users will only compete with other Indian users and, towards this end, shall not process any foreign

payment transactions or accept international credit cards or other foreign currency instruments in respect of user deposits or platform fee and prize pool contributions to such contests.

- 1.3.4 Participation in pay-to-play contest formats in India will be restricted to users who reside only in those states in which the pay-to-play formats of the contests are legal. Pay-to-play formats will not be offered to users located in the states of Assam, Telangana and Orissa and any other state that may be designated by the FIFS Board (“Excluded States”). In the event that a Member wishes to offer its pay-to-play format in Nagaland, Sikkim or any state which requires a license to operate online fantasy sports, the Member will obtain and maintain all necessary licenses before providing the contest in such states.
- 1.3.5 Each Member will ensure that if it comes to its attention that a user from an Excluded State attempts to participate in a pay-to-play format of a OFSP, it will not disburse any prizes to such user and shall be entitled to forfeit the entire amount of the platform fee and prize pool contribution, and freeze and forfeit the amounts in all contest accounts of such user held with the Member.
- 1.3.6 Pay-to-play contest formats on an OFSP will not be offered by a Member to users who are less than eighteen (18) years old.
- 1.3.7 Each Member will ensure that each contest offered in a pay-to-play format on an OFSP relates to a minimum of one (1) complete real-world sports match that has been officially sanctioned by an international, national or state sports federation/association. All Members will ensure that no contest shall be offered in relation to a part or portion of a stand-alone real-world sports match (e.g., an innings or an over of a cricket match, a half of a football match, etc.).
- 1.3.8 Each Member will ensure that the platform fee and prize pool contribution charged to a user for participation in a particular contest is pre-determined and declared to such user before he/she participates in the contest.
- 1.3.9 The prize money for a particular contest of a pay-to-play format on an OFSP will be pre-determined and conspicuously displayed at the time of participation for a particular pay-to-play format on an OFSP. If the amount of such prize money is dynamic, a Member will ensure that participating users affirmatively accept as having read and understood, at the time of entry for a particular contest of a pay-to-play format on an OFSP, the maximum and minimum amounts which may be won by a user and the criteria for determination of the amount of prize money for the particular contest of a pay-to-play format on an OFSP.
- 1.3.10 Members will not offer contests on an OFSP for an amateur, university, college, high-school or other sports match (whether or not such match is officially sanctioned) where the participants are required to be under the age of eighteen (18) years.
- 1.3.11 Members will ensure that the budget, rules, playing conditions, the chances of winning and risks of winning with respect to a particular contest remains equal for all users participating in such contest.
- 1.3.12 In contests on an OFSP, the skill component of such contests is predominantly determined via a manual team selection by users. As such, users will not be offered the opportunity or option to auto-select or auto-fill any part or portion of their fantasy sports teams.
- 1.3.13 All users will be restricted from drafting or editing their fantasy team after the passing of a predetermined and pre-declared deadline. All contests on an OFSP will lock prior to the commencement of the underlying real-world competition to which the contest relates, and users will not be permitted to make any changes to their fantasy team during the course of a match or afterwards, which affects the tabulation of points with respect to such match.
- 1.3.14 A team selection by a user will have to conform to the skill-set based combinations prescribed by a Member’s rules and terms and conditions.

- 1.3.15 A contest on an OFSP will require a user to draft a fantasy team composed of at least the number of athletes that would comprise a starting line-up of one (1) team in the real-world sports match; provided always that the minimum number of players in a fantasy team shall be five (5).
- 1.3.16 At any given time, a user will be restricted from selecting more than seventy five percent (75%) of his/her fantasy players that constitute his/her fantasy team or squad from a single real-world team/squad in a single contest. Any fractional amounts shall be rounded down to the nearest whole number.
- 1.3.17 Each Member will ensure that only real-world players and athletes are permitted to be drafted for fantasy sports teams.
- 1.3.18 A winning outcome will not be based on the score, point-spread, or any performances or results or partial results of any single real-world team or any combination of real-world teams.
- 1.3.19 A winning outcome will not be based on the score, point spread or performance of a single athlete in any single real-world sports match.
- 1.3.20 The winning outcome of a contest on an OFSP offered by a Member will not be based on Esports contests or virtual, randomised, simulated or historical sports matches
- 1.3.21 The winning outcome of a contest on an OFSP offered by a Member will not be based on randomised, simulated or historical sports matches.
- 1.3.22 Winners of a contest will receive the pre-determined and announced prize irrespective of the amount of funds received from entrants in that particular contest where the contest has been advertised as unconditional.
- 1.3.23 In case a contest is abandoned for lack of participation or due to cancellation of the real-world match to which the contest relates, the total amount of money paid by each user will be refunded in full without retaining or deducting any fee, unless specifically mentioned otherwise in advance.
- 1.3.24 In the event that a particular contest is dependent on a certain minimum number of users participating, the users will be clearly and unambiguously made aware of the fact that such contest will not take effect unless such pre-determined and specified number of users join that contest.
- 1.3.25 Members will maintain a clear distinction between fantasy sports and sports betting in all of its activities and communications to users and to the public.
- 1.3.26 Members will not use terms related to gambling or betting in the promotion and marketing of their OFSPs and contests thereon nor list its OFSPs and/or contests thereon using search tags such as 'betting', 'gambling', 'wager' or 'sports betting'.
- 1.3.27 Members will not offer gambling services.
- 1.3.28 Each Member shall implement internal controls and preventive measures in accordance with good prudential industry practice, or as specifically prescribed by FIFS, to limit the concerted or deliberate use of the platform by users to emulate gambling or sports betting, which measures shall include reasonable monitoring of user-behaviour and the cancellation of contests suspected to be the outcome of such prohibited behaviour, e.g., repeated selection of identical or near-identical virtual teams in head-to-head contests.
- 1.3.29 Each Member shall ensure that the winning outcome of contests offered on its platform are not disproportionately influenced by the performance of a single or a few real-world players, such as by way of offering point multipliers that can cause such disproportionate influence. Nothing contained herein prevents a contest permitting designation by users of a captain and vice-captain (or similar) who can each receive a multiple of up to twice the points earned by such player.

1.4. Transparency and Disclosure:

- 1.4.1 Members will draft and publish for general review on its platform/website, the terms and conditions and other policies relating to its OFSP, which will accurately and clearly specify (without limitation) the mechanics and rules of the contest, the terms and conditions of each contest, the points calculation mechanism and the manner of determination of winners, the prizes and distribution of the prizes.
- 1.4.2 All the above documents will be made available on the Members' platform/website and any material changes thereto will be affirmatively communicated to all users in advance.
- 1.4.3 Members will not to their knowledge permit or facilitate the use of scripts that provide a user or a limited set of users with an unfair advantage.
- 1.4.4 Members will make available all authorised scripts to all OFSP users.

1.5. Integrity:

- 1.5.1 Member Personnel will be restricted from playing the pay-to-play format on an OFSP operated by a Member or any other Operator.
- 1.5.2 Member Personnel and their immediate relatives (including their parents, siblings, spouses and children) will not participate in any pay-to-play format on an OFSP, with other users, offered by the Member.
- 1.5.3 Members will be allowed to create official tester accounts to join pay-to-play format on an OFSP operated by a Member's platform or any other Operator, given that these accounts will be clearly designated as such. These test accounts will be registered with FIFS and will not be eligible to win prizes of any kind in the course of participation in any OFSPs.
- 1.5.4 Members will not make any preferential disclosure of confidential information concerning the OFSP or statistical information relevant to a contest on an OFSP to any user.
- 1.5.5 Members will comply with the FIFS Responsible Gaming Policy and any amendments/re-enactments thereto.
- 1.5.6 Members shall not offer users the option to access, purchase and/or participate in a contest with pre-made or partly pre-made virtual teams generated by the Member or any other user, nor allow or facilitate a user to create and /or sell/transfer a virtual team to or for the benefit of any other users through such Member's OFSP. Each Member shall incorporate terms within their terms of service or other instrument governing a user's usage of such Member's OFSP to restrict the creation of a virtual team by one user for the benefit or use of another user.
- 1.5.7 Members shall not permit a user to trade, transfer or sell such user's account with its OFSP or access to such user's account with its OFSP or any receivables, winnings or amounts stored in such user's account with its OFSP to any other user or third party.

1.6. Financial Integrity:

- 1.6.1 Members will maintain separate accounts for (a) operational expenses and (b) prize pool funds and pay-outs to be made to winners. Members will ensure that user funds and payouts will not be at risk if the Member were to cease doing business.
- 1.6.2 The principal amount of funds in the user accounts will not be diverted or used by a Member under any circumstances for any purpose except for transfers to such user's verified and registered bank account with the Member, provided that the Member may deposit such funds with reputed banks in a manner that enables the withdrawal of funds by a user within the time period stipulated by the Member.
- 1.6.3 The account(s) maintained by the Member for prize pool funds, for user account balances and for making payments to winners shall each be non-interest earning accounts.
- 1.6.4 Members will not permit any transfer or transmission funds between user accounts.

- 1.6.5 Each member shall implement controls and preventive measures in accordance with good prudential industry practice or as prescribed by FIFS to detect and prevent the use of its OFSP for money laundering or terror financing, which measures shall be commensurate to the risk identified in its annual risk assessment, and shall conduct an annual assessment of the risks of its OFSP being used for money laundering and terrorist financing.
- 1.6.6 For any single winning amount greater than Rs.10,000 (Rupees Ten Thousand), Members will deduct the appropriate amount of tax deducted at source (TDS) under Section 194B of the Income Tax Act 1961, and other applicable tax legislations and regulations. Members will pay TDS with government authorities and issue TDS certificates in respect of any such tax deductions to users within the stipulated time.
- 1.6.7 Members will pay applicable Goods and Service Tax and Corporate Tax on the platform fees earned in relation to the operation of their OFSP as per applicable laws.
- 1.6.8 Members will maintain records of all transactions related to contests on their respective OFSP, whether such transactions comprise a single transaction or a series of transactions integrally connected to each other for a period of five (5) years from the date of cessation of the transactions between the customer and financial institution(s).
- 1.6.9 In the event that a Member delays in paying/crediting the prizes or payouts to user(s) in contests beyond the declared date of payment, the Member will pay the user interest at the prevailing SBI Fixed Deposit rate + 5% per annum.
- 1.7. Intellectual Property:**
- 1.7.1 Members will not, without obtaining license and authorisation, use any third-party intellectual property rights, including player images, photographs, trademarks or logos on its platform/website as promotion of its OFSP.
- 1.7.2 Members will not, without obtaining license and authorisation, claim any official association or affiliation with any sports governing body, player, team or tournament.
- 1.8. Amendment:**
- 1.8.1 This Charter may be amended in the manner set out in the By-Laws.