



CHARTER

VERSION: 01.12.18

GENERAL PRINCIPLES

This Charter is issued by the Indian Federation of Sports Gaming (IFSG).

IFSG has been established by Federation of Sports Gaming, a Section 8 Company incorporated under the (Indian) Companies Act, 2013 for the purpose of self-regulation and promotion of best practices in fantasy sports services and contests offered in India. IFSG was founded in 2017 as a representative membership programme to protect the interests of fantasy sports contest users and operators in India.

An “online fantasy sports service/contest” for the purposes of this Charter means any fantasy sports game, offered online or offline, in which participants (including members of the public) are invited to pay money to play the game, i.e., the game’s aggregate monetary winnings are contributed to by all the participating users, thereby giving the user access to build and act as owners of online teams (consisting of real players or teams) that compete against online teams of other users with results tabulated on the basis of statistics generated by the real individual sportspersons in certain designated professional sporting matches.

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In pursuance of its objectives and in an attempt to self-regulate fantasy sports contests within the territory of the Republic of India, IFSG hereby issues this Charter setting out minimum standards and expectations for fantasy sports contest operators in India.

All fantasy sports contests operated by IFSG members that adhere to the General Principles of this Charter in full shall be considered as “IFSG Approved Contests”. Any other fantasy sports contest shall be considered an “IFSG Approved Contest” only upon confirmation by the Legal Committee of IFSG in accordance with IFSG Regulations.

The acquisition and maintenance of membership with IFSG shall be subject to the Member ensuring that it only offers and operates IFSG Approved Contests and otherwise adheres to and complies with the provisions of the Charter detailed below:

I. ORGANISATION:

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.
2. A Member will update and notify the IFSG Board and such Member's users of any change in its contact details, as aforesaid.

II. **LEGALITY:**

1. All formats of the fantasy sports contests offered on a Member's platform 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.
2. A fantasy sports contest offered by a Member will comprise of a contest where a user competes against other contest users as the owner/manager of a fantasy team of real-world athletes in a real-world sports match.
3. A Member will offer its pay-to-play fantasy contest 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 contribution to such contests.
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 IFSG 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.
5. All Members 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 fantasy contest, 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.
6. Pay-to-play formats of fantasy contests will not be offered by a Member to users who are less than 18 years old.

7. All Members will ensure that each contest offered in a pay to play format relates to a minimum of 1 complete real-world sports match. 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.)
8. All Members 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.
9. The prize money for a particular contest of a pay-to-play fantasy contest will be pre-determined and conspicuously displayed at the time of participation for a particular pay-to-play fantasy contest. 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 fantasy contest, 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 fantasy contest.
10. Members will not offer fantasy sports contests for amateur, university, college, high-school or other sports match where all participants are required to be under the age of 18.
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.
12. In fantasy sports game contests, the skill component of such games 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.
13. All users will be restricted from drafting or editing their fantasy team after the passing of a predetermined and pre-declared deadline. All fantasy sports contests 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.
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.

15. A fantasy sports contest 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 team in the real-world sports match; provided always that the minimum number of players in a fantasy team shall be five (5).
16. At any given time, a user will be restricted from selecting more than 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.
17. A Member will ensure that only real-world players and athletes are permitted to be drafted for fantasy sports teams.
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.
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.
20. A winning outcome will be based only on the individual performances of at least 5 players/athletes, drafted by the user in his/her fantasy sports team, throughout the duration of at least one complete real-world sports match.
21. The winning outcome of a fantasy sports contest offered by a Member will not be based on randomised, simulated or historical sports matches.
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.
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.
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.
25. Members will maintain the clear distinction between fantasy sports and sports betting in all of its activities and communications to users and to the public.

26. Members will not use terms related to gambling or betting in the promotion and marketing of their fantasy contests or list its fantasy sports contests using search tags such as 'betting', 'gambling', 'wager' or 'sports betting'.

27. Members will not offer gambling services.

III. TRANSPARENCY & DISCLOSURE:

1. Members will draft, and publish for general review on its platform/website, the terms and conditions and other policies relating to its fantasy contests, 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.
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.
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.
4. Members will make available all authorised scripts to all fantasy contest users.

IV. INTEGRITY:

1. Member Personnel will be restricted from playing the pay-to-play contests on such Member's platform or any other Member's platform.
2. Member Personnel and their immediate relatives (including their parents, siblings, spouses and children) will not participate in any pay-to-play fantasy sports contest, with other users, offered by the Member.
3. Members will be allowed to create official tester accounts to join pay-to-play fantasy sports contests on such Member's platform or any other Member's platform, given that these accounts will be clearly designated as such. These test accounts will be registered with IFSG and will not be eligible to win prizes of any kind in the course of participation in fantasy sports contests on any Member's platform.
4. Members will not make any preferential disclosure of confidential information concerning the fantasy contest or statistical information relevant to the contest to any user.

5. Members will comply with the IFSG Responsible Gaming Policy and any amendments/re-enactments thereto.

V. FINANCIAL INTEGRITY:

1. Members will maintain separate accounts for (a) operational expenses and (b) Prize pool funds and payouts 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.
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.
3. For any single winning amount greater than Rs.10,000, 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.
4. Members will maintain records of all transactions related to contests, whether such transactions comprise of a single transaction or a series of transactions integrally connected to each other for a period of 5 years from the date of cessation of the transactions between the customer and financial institution(s).
5. In the event that a Member delays in paying/crediting the prizes or winnings 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.

VI. INTELLECTUAL PROPERTY:

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 fantasy contests.

2. Members will not, without obtaining license and authorisation, claim any official association or affiliation with any sports governing body, player, team or tournament.

For more information & membership enquiries, contact:

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Twitter: [IFSG_official](https://twitter.com/IFSG_official)