

# ALL INDIAN GAMING FEDERATION

## CHARTER ON ONLINE GAMES OF SKILL

### PART - A

#### GENERAL PRINCIPLES

This Charter on Online Games of Skill ("**Charter**") is issued by the All Indian Gaming Federation ("**AIGF**") with the purpose of self-regulating all games of skill played online in pay-to play formats ("**Online Games of Skill**"), primarily online fantasy sports games, online rummy and online poker games, within the territory of the Republic of India.

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, along with the respective chapter pertaining to its game ("**Chapter**") as provided hereinbelow. To clarify, for the purposes of this Charter, a "Member" shall mean the entity enrolled with AIGF as a member that offers Online Games of Skill through a "Platform" i.e. each the portal/platform/website of a Member offering Online Games of Skill:

#### **I. ORGANISATION:**

1. All Member entities offering Online Games of Skill, primarily online fantasy sports games, online rummy and poker games **will** be duly incorporated / registered in India or have a corporate presence in India.
2. A Member **will** identify itself as the operator of its online games and will 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. The Member will also display the name, phone number and email address of its Grievance Officer on its Platform.
3. A Member **will** update and notify the AIGF and the Member's users of any change in its contact details, as aforesaid.
4. A Member's technology infrastructure and support provision, including hosting and management of websites or platforms, placement of servers **will** meet standards that are customarily implemented across the online gaming industry.

## II. LEGALITY:

1. Member shall not offer pay-to-play versions of any games of chance on the Platform.
2. All formats of the games offered on a Platform **will** be skill-predominant. Platform will not advertise any games of chance or provide any link to any website / platform offering any games of chance.
3. A Platform **will not** offer its Indian games to persons residing outside India, i.e., all games will be offered to Indian residents only. A Platform will 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 **will** incorporate a separate entity in such jurisdiction and **will** offer the games in accordance with such jurisdiction's applicable laws, rules and regulations and will not offer such games to Indian residents.
4. Participation in pay-to-play game formats in India **will** be restricted to users in only those Indian states in which the pay-to-play formats of the games are legal.
5. 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 procurements of a license to operate an Online Game of Skill, the Member will obtain and maintain the necessary license before providing the game in any such Indian state.
6. A Member **will** incorporate appropriate measures for the Platform to ensure compliance with the aforesaid geographic provisions, including without limitation the incorporation of appropriate geo-blocking mechanisms and the implementing user-location verification processes at the time of registration and prize distribution.
7. Pay-to-play formats of games **will not** be targeted or offered by a Member to any person less than 18 years old.
8. With respect to any game formats offered, a Member **will** ensure that the initial entry fee charged to a user and/or the terms for participation in a particular game format is pre-determined and declared to such user before he/she participates in such game.
9. Any administrative fee charged to users for participation in the game **will** be reasonable, pre-determined and fashioned in the form of a commensurate charge for the statistical, analytical and back-end services provided by the Member only.
10. With respect to tournaments, the manner of determination or calculation of winnings or pay outs **will** be established and made known to the users in advance of the game or contest.

11. In case a game is abandoned for force majeure reasons the total amount paid by each user **will** be refunded in full without retaining or deducting any administrative or other fees.

12. In the event that a particular game 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.

13. The Members shall be free to offer promotional contests such as gamifications and leaderboards from time to time on its platform.

### **III. TRANSPARENCY & DISCLOSURE:**

1. A Member **will** draft, and publish for general review on its platform, the terms and conditions, privacy policy and other policies relating to its games, which **will** 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. A Member will notify customers of any material changes to the terms and conditions of the Member's games on a Platform before they come into effect.

2. Member shall either publish this Charter on its Platform, and shall keep it upto date or provide a link to the AIGF's page containing the Charter, for general review.

3. At the time of registration on the Platform, a user **will** 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.

4. A Member **will not** misrepresent the rules, regulations and terms regarding charges and winnings.

5. Each game on the Platform shall be expressly defined on the Platform itself.

6. With respect to pay-to-play formats, a Member **will** ensure that there is no representation or implication that the game or the winnings are offered or provided on the Platform for 'free' and **will not** use phrases such as 'free prize on winning', 'free prize on registration', etc., in relation to pay-to-play formats.

7. The distribution of payouts / winnings **will** be undertaken strictly as prescribed in the Platform's terms and conditions.

#### IV. INTEGRITY, SECURITY AND RESPONSIBLE GAMING:

1. Employees, personnel, directors or other persons connected to a Member, with access to proprietary, sensitive or confidential information relating to the Member's services ("**Member Personnel**") **will** be restricted from playing the games against other users on such Platform or any other 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). All Member Personnel **will** be required to sign appropriate documentation to give effect to this principle.
2. Member Personnel **will not** share any proprietary, sensitive or confidential information with any other Members or online game providers. All Member Personnel **will** be required to sign appropriate documentation to give effect to this principle.
3. A Member **will 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.
4. A Member **will** make available all authorised scripts to all game users and **will 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.
5. A Member **will** pre-specify and, where appropriate, limit the number of permitted entries by a single user in a particular round or game.
6. A Member **will** allow a user to set daily, weekly and monthly deposit limits and such limits will be implemented immediately upon request from the user.
7. A Member **will** 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 **will** contain information on the potentially deleterious effects of gaming. A Member **will** facilitate on its Platform the access to a self-administered test for gaming addiction and **will** provide information on and contact addresses for treatment centres.
8. A Member **will** 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.
9. A Member **will** put into effect procedures for self-exclusion of users from the Member's game and **will** take all reasonable steps to expressly inform the users of these processes for self-exclusion, refuse service or to otherwise prevent an individual who has issued a self-exclusion notification to the Platform 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.

10. A Member **will** take steps to remove the name and details of a self-excluded individual from any marketing databases for the Platform, used by the 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.

11. A Member **will** block any customer accounts of a user who has requested self-exclusion on a Platform and will return 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.

12. A Member **will** satisfy itself 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.

13. A Member **will** 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 deem 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 in any jurisdiction of the Member, or any of its officers in relation to Member's business;

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.

14. A Member **will** 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.

15. A Member **will** comply with the AIGF Responsible Gaming Policy as brought out by the AIGF from time to time.

## **V. FINANCIAL INTEGRITY:**

1. A Member **will** maintain separate bank accounts for (a) operational expenses; and (b) user funds; and **will** ensure that user funds and pay outs **will not** be at risk if the Member were to cease doing business.

2. Funds from the user accounts **will** 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 **will not** access any user funds, or withdraw/extract such funds for any use other than settling user winnings.

3. A Member **will** maintain a user liability account and secure player funds. A Member **will** provide AIGF with certification in relation thereto on a quarterly basis.

4. A Member that holds customer funds **will** 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.

5. A Member **will** 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.

6. In the event the Winner's PAN card details are required and the details are unavailable, the Member **will** require the winner to provide a declaration in accordance with law.

7. The appropriate amount of tax deducted at source (TDS) for all winnings or pay outs **will** be deducted in accordance with the Income Tax Act 1961 and amendments thereto and notifications thereunder.

8. For the purpose of TDS, the Members should 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.

9. Winners **will** be provided with TDS certificates in respect of any such tax deductions within the timelines specified under applicable law.

10. A Member **will** 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.

11. A Member **will**, 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 and debit cards and digital currencies) by users, designed to minimise the risk of crimes such as money laundering, to avoid the giving of illicit credit to users.

12. A Member **will** conduct an annual assessment of the risks of their Platforms being used for money laundering and terrorist financing.

## **VI. INTELLECTUAL PROPERTY:**

1. A Member **will 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 tradenames or logos on its Platform or to otherwise promote its games or services.

2. A Member **will not**, without obtaining a license and authorisation, claim any official association or affiliation with any sports governing body, player, team or tournament on the Platform.

## **VII. ADVERTISING**

1. AIGF seeks to promote a high standard of ethics in advertising of Online Games of Skill.

2. The Members will not target advertisements for the Platform to children below 18 years of age.
3. The Member will not advertise games of chance alongside games of skill.
4. The Member will ensure adherence to the prescribed Advertising Standards Council of India (ASCI) code for their Platform.

## **VIII. AUDIT**

AIGF shall be entitled to carry out period audit of Members and its Platform 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. Member shall cooperate with AIGF representatives during such audit process. Such audit shall be carried out not more than once in a calendar year, provided that in case of (i) Member notifying AIGF of occurrence of the events mentioned in Section IV Clause 14, or (ii) Member not submitting the certification mentioned in Section V Clause 3 or the certification showing discrepancies; AIGF shall be entitled to conduct an audit in addition to an annual audit.

## **IX. TRANSITION PERIOD**

Existing Members whose systems do not comply with any of the provisions of this Charter are required to make appropriate changes to their systems to ensure compliance within 180 days of the adoption of this Charter. New Members whose systems do not comply with the provisions of this Charter are required to make appropriate changes prior to becoming Members/to make appropriate changes to their systems to ensure compliance within 180 days of becoming members.

## **X. AIGF SEAL**

If Member satisfies the terms and conditions of this Charter, it shall be provided AIGF Seal and "AIGF Approved Game" seal, which Member shall be entitled to depict on its Platform. If any of the game formats do not comply with the Charter or not approved by AIGF, then the Member shall not be entitled to use the AIGF Seal.

## **XI. COMPLAINT REDRESSAL**

1. Each Member shall appoint a Grievance Officer for its Platform, to accept and deal with 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.

2. The Grievance Officer shall acknowledge the complaint within 24 hours of receipt.
3. 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.
4. 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.

## **XII. BREACH & CONSEQUENCES:**

1. If through the annual audit or additional audit as specified on Section VIII above, a Member is found or reasonably believed to have breached any provision of the Charter, ASCI Code or the violation of healthy trade practices or community standards or legal provision (**"Breach"**), such Member shall be notified by AIGF of the Member's Breach in writing and such notice will clearly outline the nature of Breach and request 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.
2. In the event 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 Member shall not be entitled to use the AIGF Seal and "AIGF Approved Game" noting on its platform and any use of the AIGF Seal or "AIGF Approved Game" shall constitute a breach of the terms of this Charter and specifically infringement of the intellectual property of AIGF.
3. 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, Member shall cease to use the AIGF Seal and "AIGF Approved Game" noting on its Platform and any use of the AIGF Seal or "AIGF Approved Game" shall constitute a breach of the terms of this Charter and specifically infringement of the intellectual property of AIGF.
4. A Member **will** support the AIGF in its role in assisting the online game industry participants to demonstrate effective self-regulation.
5. A Member **will** support the Executive Committee in taking action to expel any Member and suspending / withdrawing its approval of the Member's game that repeatedly fails to conform to the conduct specified in the Charter.

**PART - B**  
**CHAPTERS**  
**SECTION - B(i) - INDIAN FANTASY SPORTS GAMES**

In addition to the General Principles for membership to the AIGF contained in Part A and C of this Charter, any entity that operates fantasy sports games and leagues is required to offer approved formats (“Approved Fantasy Game Formats”) in accordance this Section - B(i), in order to acquire and continue to (i) maintain its membership with the AIGF; and (ii) use AIGF Seal and “AIGF Approved Game” seal.

1. A winning outcome in a fantasy sports game **should** always reflect the relative knowledge and skill of the user. A winning outcome and every aspect of a fantasy sport game **will** always be determined predominantly by the incontrovertible statistical results and elements of players’/athletes’ performances.

2. For the purposes of qualifying as an Approved Fantasy Game Format, the Member shall follow the process specified in Part C.

For the existing and new Members, the process above should be completed within the transition period provided for each under clause IX (Transition Period) above.

3. 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. In the instance that 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 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.

4. Members **will not** offer fantasy sports games for amateur, university, college, high-school sporting events or for sporting events.

5. 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.

6. The Approved 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. Such Approved Game Format on the Platform **will** lock in accordance with the deadline and substitution conditions disclosed in the legal opinion or to the Expert Committee while determination under paragraph 2 above. Any changes to the pre-determined deadline and/or the substitution conditions shall be treated as a different fantasy game format and the Member shall require to follow the same process set out in paragraph 2 above to qualify as an Approved Fantasy Game Format.

7. 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.

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## SECTION - B(ii) - ONLINE RUMMY GAMES

In addition to the General Principles for membership to the AIGF contained in Part A and C of this Charter, any entity that offers online rummy games is required to offer approved rummy formats ("Approved Rummy Formats") in accordance with this Section - B(ii), in order to acquire and continue to (i) maintain its membership with the AIGF; and (ii) use AIGF Seal and "AIGF Approved Game" seal.

1. 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:

- a) Remembering and judging the fall of cards;
- b) Predicting cards available for selection either by way of fall or in the deck;
- c) Analysing odds and probability;
- d) Using game theory and strategy;
- e) Reading opponent patterns and account for such patterns; and
- f) Sizing the stake and strategising the placing of stakes in the round.

2. For the purposes of qualifying as an Approved Rummy Format, the Member shall either

- a. Offer the pre-approved rummy formats of 10, 13 or 21 cards subject to compliance with the other provisions mentioned in this Section B (ii); or
- b. Offer rummy formats approved as per the process specified in Part C.

For the existing and new Members, the process above should be completed within the transition period provided for each under clause IX (Transition Period) above.

3. All formats of the online rummy games offered by a Member on the Platform **will** 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:

- a) Number of card decks to be used and the composition of a card deck;
- b) The card deck should be an entire deck
- c) The number of cards dealt should be either 10, 13 or 21 (whether with or without the Joker;). It is clarified, that it is only the basic versions of 10, 13 and 21 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 same process set out in this paragraph to qualify as an Approved Rummy Format shall apply.

- d) 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;
- e) The number of card decks in play, which **will** be notified by a Member to the user prior to the start of the game;
- f) The number of betting rounds allowed for each player;
- g) Dealing and sequence of player turns; and
- h) Limits regarding placing bets.

4. The prize money for online rummy tournament games **will** be pre-determined and conspicuously displayed at the time of registration for a particular game. In the instance that 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.

5. 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.

6. A Member 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.

ALL INDIA GAMING FEDERATION

## SECTION - B(iii) - ONLINE POKER GAMES

In addition to the General Principles for membership to the AIGF contained in Part A and C of this Charter, any entity that offers online poker games is required to approved poker formats (**“Approved Poker Formats”**) in accordance with this Section - B(iii) in order to acquire and continue to (i) maintain its membership with the AIGF; and (ii) use AIGF Seal and “AIGF Approved Game” seal.

1. 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:

- a) Analysing odds and probability;
- b) Ranking of poker hands and the probability of other players having such hands at a particular point in the game;
- c) Calculating ‘outs’ and the probability of hitting outs at any particular point in the game;
- d) Using game theory and strategy;
- e) Reading opponent patterns and account for such patterns;
- f) Remaining unpredictable and including bluffs and feints within the user’s strategy to misguide opponents;
- g) Sizing the bets and strategising the manner of placing bets; and
- h) Knowing when to lay down a particular hand or to cease placing bets.

2. For the purpose of this Charter, following formats shall be treated as pre - Approved Poker Formats:

- a. Texas Hold'em
- b. Omaha
- c. Omaha Hi/Lo
- d. OFC - Open Faced Chinese Poker
- e. Pineapple

It is clarified, that it is only the basic versions of the above formats 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.

3. For the purposes of qualifying as an Approved Poker Format, the Member shall either:
  - a. Offer the pre-approved poker formats specified above subject to compliance with the other provisions mentioned in this Section B (iii); or
  - b. Offer Poker formats approved as per the process specified in Part C.

For the existing and new Members, the process above should be completed within the transition period provided for each under clause IX (Transition Period) above.

4. All formats of the online poker games offered by a Member **will** 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:

- a) Hand rankings;
- b) Determination of winners for particular hands and situations;
- c) Number of card decks to be used and the composition of a card deck;
- d) The number of betting rounds allowed for each player;
- e) Dealing and sequence of player turns; and
- f) Limits regarding placing bets.

5. The prize money for online poker tournament games **will** be pre-determined and conspicuously displayed at the time of registration for a particular game. In the instance that 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.

6. A Member **will** 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

### APPROVED GAMES

#### I. PRE - APPROVED GAMES:

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”.

For the purposes of Part B of the Charter, there are provisions set out for either applying to the Expert Committee (defined below) for approving the games for the purposes of AIGF or providing legal opinions to the satisfaction of AIGF. These games shall be considered as “AIGF Approved Games” subject to providing such legal opinion to the satisfaction of, and confirmation by, the majority members of an expert committee set up by AIGF (**“Expert Committee”**). Such Expert Committee shall be appointed by the Executive Committee online skill gaming committee members of AIGF, in accordance with the procedure provided in Section II of this Part C, below.

#### II. APPROVAL PROCESS:

1. In accordance with Part B, where a proposed game is not fully compliant with this Charter in any respect, the game provider and/or Member shall submit a detailed description of the proposed game to the Expert Committee and such description shall contain the following:

- a) A flow chart description of the mechanics of the game;
- b) The rules and regulations pertaining to the game;
- c) The aspects in which the game does not comply with this Charter;
- d) Statistical data, as may be available; and
- e) A legal opinion of reputed counsel opining on whether such game is a game of skill.

2. The Expert Committee may decide to either approve or not approve the game. Any approval in such instances shall be subject to the approval of a majority of the members of the Expert Committee present and voting, subject to applicable rules of quorum.

3. A Member shall ensure that all compliant and approved games shall prominently and clearly specify that the particular game is an “AIGF Approved Game” on its platform.

4. All communication between Member and the Expert Committee and proceedings of Expert Committee in this regard shall be strictly confidential. AIGF shall organise a mechanism to maintain strict confidentiality.