

## TERMS & CONDITIONS OF USE

These terms and conditions of use ("**Terms of use**") along with our Privacy Policy and Game Rules ("**Terms**") form a legally binding agreement ("**Agreement**") between You and **Sugar Candy EA Private Limited** ("**Sugar Candy EA**", "**Our**", "**We**", "**Us**").

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE SUGAR CANDY EA PLATFORM.

If You do not agree with any part of these Terms kindly refrain from participating in any Contest or otherwise using our services available via the Application/Platform.

### 1 Definitions and Interpretation

1.1 An "**Account Holder**" is an individual who has opened an account on the Platform.

1.2 A "**Card**" refers to all types of cards with a function of "payment", "charge", "debit", "credit", "virtual" and/or similar.

1.3 "**Client Application**" shall mean the application opened by the Account Holder in order to use the Services.

1.4 "**Content**" shall mean all information, data, images, photographs, videos, text and other content displayed on the Platform and/or the Services (including within limitation the Third Party Content):

1.5 The "**Agreement**" is the contractual relationship between Company and an Account Holder formed when an Account Holder opens an Account via the Platform which shall be governed by the Terms.

1.6 A "**Financial Institution**" is a bank and/or other institution regulated by an applicable domestic financial services Act or similar.

1.7 "**Force Majeure**" refers to any occurrence or condition beyond Company's reasonable control which leads to a delay or default in the performance of the affected party's contractual obligation and shall, for the purposes of the Terms, include Acts of God, government restrictions (including the denial or cancellation of any necessary license where such denial or cancellation is made through no fault of the affected party), wars, outbreak of hostilities, riots, civil disturbances, insurrections, acts of terrorism, fire, explosions, floods, theft, malicious damage, strikes, lockouts, power outages, internet outages and/or any other cause beyond the reasonable control of the party whose performance is affected.

1.8 The "**Governing Authorities**" are the authorities of Noida sub-jurisdiction, Uttar Pradesh, India.

1.9 The "**Governing Law**" is the law of Uttar Pradesh, India.

1.10 A "**Payment Solution Provider**" is an intermediary acting as a payment agent for various different payment methods.

1.11 The "**Place of the Agreement**" is Noida, Uttar Pradesh, India.

1.12 "**Prize**", "**Winnings**" is an amount, bonus and/or a reward that can be won by the Account Holder in connection with the Contests offered on the Platform.

1.13 A "**Restricted Territory**" includes Assam, Nagaland, Odisha, Sikkim and Telangana and any other restricted territory notified to a User from time to time including the restricted territories. The Real Money Game Platform may not be used by residents of the Restricted Territories.

1.14 The "**Services**" are the interactive gaming experience provided by Company to the Account Holder through the Platform.

1.15 "**Third Party Content**" means any content available on the Platform belonging to a third party including without limitation the names and images of any athletes, sports teams, event organizers, or players displayed on the Platform.

1.16 "**Sugar Candy EA Pvt. Ltd.**", a company duly registered under the laws of India, with Company Registration No.(CIN): U74110UP2018PTC110357, and having its registered office and business address 720, Mahagun Maestro, Plot no. F-21/A, Sector - 50, Noida, U.P. - 201301, INDIA and Email - [support@sugarcandyea.com](mailto:support@sugarcandyea.com) website - [www.sugarcandyea.com](http://www.sugarcandyea.com)

1.17 The "**Terms of use**" are these terms and conditions governing the use of the Platform and Services along with the Privacy Policy and Contest Rules and shall apply to the exclusion of all any other terms and conditions (including any terms implied by trade, custom, practice or course of dealing).

1.20 An "**Account**" is an account held by an Account Holder.

1.21 A "**User**" is a visitor of the Platform or Account Holder as applicable.

1.22 The "**Platform**" is the website [www.sugarcandyea.com](http://www.sugarcandyea.com) and all variants thereof, including our mobile apps where all current and relevant information regarding Company's operations is published, and through which the Services are provided to the Account Holders.

1.23 A "**Contest**" is a skill based game offered by Company on the Platform in which Users compete to win the Prizes. Contests can be either '**Paid**' or '**Free to play**'. Paid Contests require the Users to pay an Entry Fee for participation, whereas free to play Contests are open to all Users without an Entry-Fee.

1.24 "**Free Game**" means a Free to Play Game where no monetary consideration or Entry Fee is levied to play the contest.

1.25 "**Real Game**" means a Paid Game where Entry Fee is asked from the user to enter and play the contest.

1.26 **“Balance”** is the credit available in an Account and includes amount added by a User through Deposits or/and earned through Winnings by participating in Contests on the Platform.

1.27 **“Deposit”** is the amount added by the User to his/her Account through his/her preferred payment mode (e-wallet, debit/credit cards, UPI/BHIM, net banking). The Deposit conversion ratio is INR. 1/- (Rupees One Only) = 1 (one) Coin, **applied only on Pro Games**.

1.28 **“Coin(s)”** refer to the playing value required to participate in a contest which has been converted from cash by the user.

1.29 **“Entry Fee”** refers to the fee which Users pay in the form of cash Balance available in their Account by the way of coins or any other form to participate in a Contest on the Platform.

1.30 **“Mobile Games”** refers to the digital game of skill available on the Platform developed by Company

1.31 **“Region”** shall mean the territory of India.

1.32 All references in the Terms to the singular shall include the plural and vice versa.

1.33 All references to “the” shall include “a/an” and vice versa.

1.34 The Terms are published in English. Translations into other languages are made as a service and in good faith. In the event of discrepancy between the English version and a translation, the English version shall prevail.

## **2 Acceptance**

2.1 By opening or logging into an Account, or otherwise using the Services (including without limitation participating in the games made available through the Services or accepting any Prize), each User confirms that:

1. he/she has read, understood and agrees to be bound by the Terms; 2. is aged 18 years or over; 3. he/she has opened only one account. If Company has reason to believe that a User has more than one Account, Company may treat such accounts as one single joint account. he/she will not open more than one account for any reasons including the benefit of any offer or promotion more than once.

2.2 Company may update, amend, edit and supplement the Terms at any time. Any amendment to the Terms shall be notified to Users via a communication on the Website or by email using the contact details provided by the User. If following notification of any amendment to the Terms, a User continues to use the Services, such continued use shall be taken as his/her acceptance to the amendment.

2.3 If a User does not wish to accept or cannot comply with the amended Terms, he/she must stop using the Services with immediate effect.

2.4 There are certain geographical territories in which access to and/or use of the Services and/or Platform is illegal. For a list see definition of Restricted Territories. Although Company takes steps to ensure the Services are not made available in such territories, it is the ultimate responsibility of the User to ensure that it is not in breach of any applicable law when accessing or using the Services and/or the Platform. If use of the Services is illegal in a User's location or the User is otherwise restricted from use of the Services and/or the Platform, he/she must stop using the Services and/or the Platform with immediate effect.

2.5 If a User considers the type of products and/or services made available through the Service and/or Platform to be offensive, objectionable or indecent, he/she must stop using the Services with immediate effect.

### **3 Use of The Services**

#### **3.1 A User must not use the Platform, or any content provided thereof:**

a). to interfere with, or disrupt, the Services or any servers or networks connected to the Services, including by transmitting any worms, viruses, malware, spyware or any other code of a destructive, malicious or disruptive nature. A User may not inject content or code or otherwise alter or interfere with the way any page of the Services is rendered or displayed in a user's browser or device.

b). to access the Services via a means not authorized in writing in advance by Company, including but not limited to, automated devices, scripts, bots, spiders, crawlers or scrapers (except for standard search engine technologies).

c). to attempt to restrict another user of the Services from using or enjoying the Services and Users must not encourage or facilitate the breach of these Terms by others.

d). to use the Services for any illegal or unauthorized purpose.

e). to change, modify, adapt or alter the Services or change, modify or alter another website so as to inaccurately imply an association with the Services or with Company.

f). To Use the Platform, or any content provided thereof for any purpose that is illegal, unlawful or prohibited by this Agreement or under Applicable Law.

g). To Use the Platform, or any content provided thereof.

h). to host, display, upload, modify, publish, transmit, update or share any information that belongs to another Person and to which the User does not have any right to.

i). that is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging.

j). that is relating to or encourages money laundering or gambling, or is otherwise unlawful in any manner whatsoever.

k). that harms minors in any way.

l). that infringes any patent, trademark, copyright or other proprietary rights; violates any Applicable Law for the time being in force.

m). that deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature.

n). which impersonates another Person; contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of the Platform or any other computer resource.

O).that threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order, or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation; threatens public health or safety; promotion of cigarettes or any other tobacco products or consumption of intoxicant including alcohol and Electronic Nicotine Delivery System (ENDS) and like products that enable nicotine delivery except for the purpose & in the manner and to the extent, as may be approved under the Drugs and Cosmetics Act, 1940 and Rules made there under; threatens critical information infrastructure.

p). If the user falls outside the definition of Region and Restricted Territories.

3.2 A User will not redistribute, sublicense, rent, publish, sell, assign, lease, market, transfer, or otherwise make the Platform or any component or content thereof, available to third parties without the permission of Company.

3.3 A User will not circumvent or disable any digital rights management, usage rules, or other security features of the Platform; remove, alter, or obscure any proprietary notices (including copyright notices) on any portion of the Platform; and not use the Platform in a manner that threatens the integrity, performance, or availability of the Platform.

3.4 A User will not attempt to or engage in any activity that may:

3.4.1 Reverse engineer, decompile or otherwise extract the source code related to the Platform or any part thereof, unless it is expressly permitted by Company to You in writing or is required by the Applicable Law;

3.4.2 Use any robot, spider, retrieval application, or other device to retrieve or index any portion of the Platform or content thereof;

3.4.3 Collect information about Users for any illegal or unlawful purpose;

3.4.4 Create any Account by automated means or under false or fraudulent pretenses for using the Platform.

3.4.5 Transmit any viruses, worms, defects, trojan horses, or any items of a destructive nature through the Platform;

3.4.6 Use the Platform in any manner that could damage, disable, overburden, or impair, or undertake any action which is harmful or potentially harmful to, any of the servers, networks, computer systems or resources connected to any of the servers connected, directly or

indirectly to the Platform, or interfere with any other Users' use and enjoyment of the Platform;

3.4.7 Carry out any denial of service (DoS, DDoS) or any other harmful attacks on the Platform or; disrupt or place unreasonable burdens or excessive loads on, or interfere with or attempt to make, or attempt any unauthorized access to the Platform or any part of the Platform or any User of the Platform;

3.4.8 Forge headers or otherwise manipulate identifiers to disguise the origin of any content transmitted through the Platform; and/or

3.4.9 Obtain any materials or information through any means not intentionally made available, in the opinion of Company, through the Platform.

3.5 A User will not impersonate another Person or impersonate, guide or host on behalf of, or falsely state or otherwise misrepresent their affiliation with any Person or entity, including, but not limited to Our officials, employees, agents, partners, affiliates, dealers and franchisees.

3.6 If We detect any activity from a User Account that is fraudulent, suspected to be defrauding the Platform, or if Users are found colluding or participating in any kind of fraudulent activity on the Platform in any manner, then such Users shall be barred from participating in any Contest available on the Platform.

3.7 Company reserves the right to deactivate or delete an Account and all related information on it and forfeit related Balances and/or take any other appropriate action, at our sole and absolute discretion, in the event of any fraudulent, illegal or suspicious activities from said Account on the Platform.

3.8 Any deductions or forfeiture of Balances made from Your Account shall be made at Our sole and absolute discretion and shall not result in any liability on Company whatsoever. We may choose to provide a right of appeal to the User after deleting, closing or forfeiting the balances in his/her Account. However, such right shall be provided at the sole and absolute discretion of Company and the User shall not claim such right or any other recourse from Company.

3.9 Indemnification: Users shall defend, indemnify and hold Company, and its officers, directors, employees, representatives and agents harmless from and against any claims, actions, demands, liabilities, judgments, and settlements, including without limitation, reasonable legal fee that may result from or alleged to result from (a) Your use of the Platform or any content thereof, including Mobile Game; or (b) Your breach of any rules, regulations and/or orders under any applicable law.

## **4 Account Rules**

### **4.1 Creation of an Account**

4.1.1 An individual cannot participate in a contest unless that individual is an Account Holder. To be registered as an Account Holder an individual must complete the registration process by approving and agreeing to this Agreement and providing their registered mobile phone number on the Platform. The individuals' mobile number will be verified by Company using a one-time password ("OTP") system. Upon successfully verifying the OTP, an account will be created for said individual ("Account"). In addition, an individual must provide at least the following information for Account Creation:

- a). Player's first and last name.
- b). Player's state of residence; and
- c). A phone number one-time password (OTP)

4.1.2 An individual applying to become an Account Holder must not be under the age of 18 years. Company reserves the right to request proof of age and perform checks in order to verify the information provided. An Account may be suspended until satisfactory proof of age is provided. Company will in any event cancel all purchased coins or tickets and return all deposits made where an Account Holder is under 18.

4.1.3 Company may, acting in its sole discretion, decline to open an Account without any explanation whatsoever.

4.1.4 Each individual who submits an application to become an Account Holder confirms and agrees that he/she:

- a). Is a physical person (a legal entity will not be accepted as an Account Holder)
- b). Is not a resident of a Restricted Territory.
- c). Is not restricted by limited legal capacity.
- d) Is not acting on behalf of another party.
- e). Is not and/or included (whether voluntarily or involuntarily) on any register or database of excluded players.
- f). Is not depositing monies originating from criminal and/or other unauthorized activities.
- g). Is not depositing monies through a Card and/or bank account which the Account Holder is not authorized to use and/or utilizing a Card and/or bank account in a jurisdiction in which these contests are prohibited.
- h). Is not conducting criminal activities whereby an Account is directly or indirectly involved.
- i). Will not use the Services if such use is illegal in his/her country of residence or location or he/she is otherwise restricted from using the Services.
- j). Will maintain his/her Account details up-to-date in terms of the following: first and last name, address, valid email address and phone number.

k). Notwithstanding anything to the contrary herein, the Users acknowledge and agree that they shall have no ownership or other interest in their Account, and further acknowledge and agree that all rights in and to their Account are and shall forever be owned by and inure to the benefit of Company.

l). The User also accepts to receive news, updates, offers, calls, campaign-related SMS's or other such commercial communications, to the mobile phone number or other contact information willingly provided by the User, except when prohibited under Applicable Laws. The user also confirms to not issue any complaint regarding the same.

4.1.5 Each individual who submits an application to become an Account Holder confirms and agrees that any information provided in their application form is true, complete and correct.

4.1.6 If Company discovers that the individual is in breach of any of the Terms, Company will not register the individual as an Account Holder, or where that individual has already been registered, Company may with immediate effect suspend and/or close the Account. Where Company closes an Account, the provisions of paragraph 4.4 shall apply.

4.1.7 To the extent an individual whose previous Account was closed as a result of the individual being in breach of the Terms ("Blacklisted Individual") wishes to reapply for a new Account, it may only do so with the prior written consent of Company. To the extent that Company discovers that the Blacklisted Individual has opened an Account without its prior written consent, company may suspend and/or close the Account with immediate effect.

4.1.8 Each individual applying to be an Account Holder confirms that he/she understands and agrees that:

(i) the Services are for entertainment value only;(ii) there is no requirement on the individual to use the Services, and such participation, if elected by the individual, is at the individual's sole choice, discretion and risk; and(iii) the individual may only use the Services and/or the Platform for individual, personal and not professional purposes.

## **4.2 Management of the Account**

4.2.1 Company reserves the right at its own discretion, and at all times, to:

decline to accept deposits without any explanation whatsoever, Request any information/ documentation reasonably required: (i) to verify the identity of the Account Holder,(ii) to confirm the Account Holder's authority to use a specific Card, (iii) to confirm other facts and information provided by the Account Holder, (iv) in order to meet our legal and regulatory requirements or comply with our internal fraud prevention procedures. Such requirement may be made at any given moment and Company reserves the right to suspend an account pending satisfaction of any such requirement, transfer and/or disclose, without prior notice, data regarding an Account Holder to any other legal entity, in any country, ultimately managed and controlled by Company, subject to Company guaranteeing that the said data at all times is transferred and managed in accordance with applicable laws and Company's privacy policy, transfer and/or deal with, without prior notice, the rights and liabilities regarding an Account Holder to any other legal entity, in any country, ultimately managed



and controlled by Company, subject to Company remaining directly responsible to the affected Account Holder for any sums owed, hold and manage funds belonging to Account Holders in accordance with generally accepted guidelines for cash management regarding such funds; this may include a Financial Institution and/or a Payment Solution Provider being entrusted to hold funds in the name of and/or for the benefit of Account Holders, forfeit and/or confiscate funds available in an Account and/or refuse to honour a claim if: (i) the Terms have been violated; and/or (ii) other unauthorized activities have occurred in connection with a betting event and/or the operation of an Account (such as, but not limited to, breach of the law or other regulations, breach of a party's rights, fraud, and cheating), suspend and/or cancel the participation of an Account Holder in the contests, promotional activities, game or other services, whenever Company is of the opinion that an Account is, has been, or may be used for illegal, fraudulent or dishonest practices or otherwise not in accordance with the Terms, suspend and/or cancel the participation of the Account Holder in the Services, and/or forfeit and/or confiscate funds available on their Account if the Account Holder is found cheating, or if it is determined by Company that the Account Holder has employed or made use of a system (including machines, robots, computers, software or any other automated system) designed to defeat or capable of defeating the Client Application and/or Software, and decline and/or reverse the withdrawal of unspent or otherwise unused deposits until the verification of funds is deemed satisfactory.

4.2.2 Company shall ensure that it:

manages funds belonging to Account Holders in a secure and appropriate manner, manages data regarding an Account Holder in accordance with applicable law and Company's privacy policy; [does not offer contingencies to customers to proceed to any fund transfer between customers' accounts.] Any balance or funds available on Users account cannot be transferred to a third party account.

4.2.3 An Account does not accrue interest. The Account Holder shall not treat Company as a financial institution.

4.2.4 An Account Holder can only hold one Account at a time. In the event that this rule is breached, Company reserves the right to suspend and/or close the superfluous Account(s) held by the Account Holder in breach of this clause, and reallocate all the funds to a single Account. No bonus given to the superfluous Account(s) will be reallocated.

4.2.5 An Account is non-transferable. It is prohibited for players to sell, transfer or acquire accounts from or to other players. Funds cannot be transferred between Accounts.

4.2.6 An Account Holder shall not allow any other individual, including any minor, to use or reuse its Account, access and/or use any material or information from the Platform, accept any Prize, or access and/or participate in the Services.

### **4.3 Suspension/Closure of an Account**

4.3.1 An Account Holder may close their Account via the Platform or by contacting Customer Service using the contact details provided in the “Help and Support” section on the Platform, either by phone, email or live chat.

4.3.2 Account Holders who wish to recover funds held in a closed, locked or excluded account are advised to contact Customer Service.

4.3.3 In certain circumstances Company may ask the Account Holder to provide further information to Company directly in order to complete the Checks. For this purpose, Company will be entitled, at its sole discretion, to require that you provide Company with documentation concerning ID, proof of address, utility bills, bank details, bank statements and bank references. Until such information has been supplied to our satisfaction Company may prevent any activity to be undertaken by the Account Holder in relation to the Account.

4.3.4 Company, at its sole and absolute discretion and without any notice to the Users, reserves the right to restrict, suspend or terminate any Account or access to the Platform temporarily or permanently to any User.

4.3.5 Except where Company closes an Account where it suspects the Account Holder to be in breach of the Terms, all funds in the Account will be remitted to the Account Holder [in accordance with the Terms] and any obligations already entered into will be honoured by Company.

4.3.6 Where Company suspects the Account Holder to be in breach of the Terms, company shall have no obligation to remit funds to the Account Holder and/or honour any obligations already entered into until such time as the breach or suspected breach has been resolved.

4.3.7 Company may, at its sole and absolute discretion restrict, change, suspend, or terminate any User’s access to all or any part of the Platform, including but not limited to:

- a). reject, move, or remove any material that may be submitted by the User;
- b). move or remove any content that is available on the Platform;
- c). deactivate or delete an Account and all related information and files on their Account;
- d). establish general practices and limits concerning use of the Platform and the services;  
and
- e). assign its rights and liabilities with respect to all Accounts hereunder, to any entity.

## **5 Payment Rules**

5.1 Deposits to and withdrawals from an Account shall at all times be made through a Financial Institution or a Payment Solution Provider. Procedures, terms and conditions, availability, and duration for deposits/withdrawals may vary depending on time as well as the Financial Institution in question.

5.2 Sugar Candy EA may appoint a Payment Solution Provider to act, receive deposits, hold and manage funds, and/or expedite withdrawals, on behalf of Company.

5.3 Subject to any restrictions set out in the Terms or applicable law, Company will credit to the Account all funds received by Company from or on behalf of the Account Holder, or owed by Company to the Account Holder.

## **5.4 Deposits**

a). In order to participate in certain Contests, the Users may be required to pay an Entry Fee. Users may top up their Account by using any of the payment modes available on the Platform.

b). The Deposits may be used to participate in Contests in the manner provided under section 5.8 (Contest Participation). In case of insufficient Entry Fees the remainder of the Entry Fee can be taken from the Users Winnings.

c). If Company identifies that the same User Details are being used under multiple accounts, then Company at its sole discretion will terminate/deactivate the Account without the Users' consent and any Deposit in the Account will not be refunded.

## **5.5 Service Fee**

5.5.1 A Service Fee of 0-30% is charged from the Entry Fee paid by the user along with the relevant applicable service charges (GST) enlisted by the Department of Direct and Indirect Taxes of India.

5.5.2 The Net Amount after deduction of the Service Fee + GST enters the Pool Prize Value.

## **5.6 Winnings**

5.6.1 Prizes for all Contests shall be pre-declared at the time of registration in the specific rules applicable to such Contest. Awards may be in the form of cash or promotional gifts.

5.6.2 Users are eligible to withdraw only cash Winnings from his/her Account to his/her respective bank account once it is KYC (Know Your Customer) verified.

5.6.3 KYC verification is mandatory as a proof of identity for making withdrawals from Your winning balance to Your bank/wallet account for cash out above INR 9999. KYC verification may be done through the Platform by providing certain details: (i) PAN card copy is compulsory. (ii) photograph of a valid government ID (Aadhaar Card, Driving License, Voter Card, etc.); and (iii) other User Details.

5.6.4 Company does not issue receipts for entries in the Contests. The entries are accounted within the Account on the Platform. It is the responsibility of the Users to ensure that the entries are accurate, and the Winnings are duly credited to his Account.

5.6.5 Any tax/levies/duty etc., as applicable on material prizes, shall be paid by the winner of the game. Based on TDS (tax deducted at source) Rules for any sort of game winning in India, 23.4% TDS should be deducted on any winning above Rs.10,000/- in a single game.

5.6.6 Minimum Winnings account balance for withdrawals needs to be equal to or above Rs 100/- subject to payment gateway payout processing charges which will be deducted from the withdrawal amount.

5.6.7 Any charges which the bank levies for the transactions, will be applied to the withdrawals to be made by the winners.

5.6.8 Current payment gateway payout / bank withdrawal processing charges are 5% of the withdrawn amount.

## **5.7 Returns, Refund and Cancellation**

5.7.1 In the event, that there is an error in the Services provided by us, we may refund the Entry Fee, provided the reasons are genuine and proved after investigation by Company.

5.6.2 Please read the rules of the game before participating in it.

5.7.3 We do not cancel registrations once entered, however, in case of exceptional circumstances wherein the fault may lie with the payment gateway or from Our side, We will cancel your participation on request and refund the Entry Fee to You within a reasonable amount of time.

5.7.4 We will try Our best to create the best user experience for You. However, in situations where it is necessary for Company to execute a refund then said refund amount will be credited to the authorized Account Holder account.

5.7.5 In order to comply with extant law relating to deposit regulations, please note that the Users must withdraw any idle Balance lying in their Account within 365 days of having won a particular Contest. Similarly, Users must use any money in their Account within 365 days. If not, the said Balance will have to be forfeited by Company.

5.7.6 Account Holders will forfeit all winnings below the minimum withdrawal amount in the event that the Contest ceases to exist and or has been shut down by Company as per instruction from relevant Governing Authorities.

## **5.7 Games and Contest Participation**

5.7.1 The Users may use the Platform to participate in a variety of Games and Contests available on the Platform.

5.7.2 In order to participate in a Game or Contest, each User may be required to pay an Entry Fee to the Platform which is deducted from the Balance available in the Account of the User. The Entry Fee is utilized for purposes including but not limited to technology costs, set-up costs, live feed costs, operations costs and any such costs which the company may incur for executing the day to day activities of the Platform.

5.7.3 Each Game or Contest may have a pre-determined limit on the number of Users that can participate and a specified time before which entries must be made.

5.7.4 Any amount received by Sugar Candy EA as an Entry Fee for participation in a Contest shall be non-refundable, except in the event that the Contest has been cancelled.

5.7.5 Contests shall be announced by from time to time in any manner that is convenient to Sugar Candy EA, and Sugar Candy EA reserves the right to extend the participation and time limit for registration, cancel any Contest, and modify any terms, all with due notice to the Users of the Platform.

## **6 Games of skill**

6.1 The Contests hosted by Company on the Platform are all Games of Skill where the success or/and performance of the Users depends predominantly upon their superior knowledge, training, attention, experience and adroitness (“Games of Skill”) in playing the game. ‘Games of Skill’, under Indian law, are excluded from the ambit of gambling legislations including, the Public Gambling Act of 1867 and other state enactments except in the Restricted Territories.

6.2 Hence, the individuals residing in the Restricted States should not participate in any Contest offered on the Platform. Any participation by such individuals shall be at their sole risk and discretion and Company shall not be liable to refund or reimburse any injury or damages suffered by such individuals.

6.3 Company reserves the right to monitor all activities from the User’s Account on the Platform. If any User participates in any Contest in violation of any central and/or state law(s) in India, Company reserves the right to cooperate with law enforcement agencies of the relevant state and report such participation or/and suspicious activity along with all relevant details of the concerned User.

6.4 Company does not support, endorse or offer to any User ‘games of chance’ for money. Each Contest available on the Platform has clearly defined Contest Rules. All Users are encouraged to read, understand and follow these rules to be successful in these Contests. Company shall not be liable if Users do not adhere to the Contest Rules or otherwise engage in gambling or betting activities on the Platform.

6.5 The contest has been designed to cater to an Indian audience keeping in mind the average IQ of an Indian residing in India is 82 (Reference: <https://www.worlddata.info/iq-by-country.php>) to give all Users an equal chance to apply their skills to win the Prize.

## **7 Responsible gaming and Safety Precautions**

7.1 Company suggests that Users adopt a balanced approach while engaging with any of the Contests on the Platform and safeguard themselves against any adverse effects. If played responsibly, Contests (like other forms of sports) aim to encourage Users to develop their mental prowess, hand-eye co-ordination, competitiveness and encourage teamwork.

7.2 You should take certain standard health and safety precautions while playing any Mobile Game, including taking adequate breaks, sitting at a reasonable distance from the screen, playing in a well-lit environment, and avoiding playing when tired, drowsy, intoxicated or under the influence of drugs. Avoid playing without breaks over long periods of time as this could affect Your performance and could negatively impact hand-eye coordination, balance, and multi-tasking ability.

7.3 The Platform and the contests offered on the Platform may contain flashing lights, realistic images, patterns and simulations which may cause certain side effects. If Your hands, wrists, arms, eyes or other parts of Your body become tired or sore while playing, or if You feel symptoms such as tingling, numbness, burning or stiffness, stop and rest before playing again. If You continue to have any of these above symptoms, please stop playing IMMEDIATELY and consult a doctor.

7.4 If You play any Contests on the Platform, give Yourself plenty of room to play and always be aware of Your surroundings. While playing any Contest You may be moving around the play area and using Your hands to control the play. You must ensure that You are not near other people, objects, stairs, balconies, windows, walls, furniture or other objects that may pose a danger to You or could be damaged during the play. Never handle sharp or dangerous objects while playing any Contest on the Platform.

7.5 It is Your responsibility to control Your surroundings and movements at all times when playing the Contest to ensure that You don't injure Yourself, any other persons, damage any property etc. Any participation in the Contest is at Your own risk and Company shall not be liable for any death, injury or health complications resulting from Your use of the Platform.

7.6 You agree that Your use of the Platform and to play the Contests is at Your own risk, and it is Your responsibility to maintain such health, liability, hazard, personal injury, medical, life, and other insurance policies as You deem reasonably necessary for any injuries that You may incur while using the Platform.

7.7 You hereby agree that if the terms of this Agreement are not adhered by You, Company will be irreparably damaged, and therefore You agree that the Platform shall be entitled, without bond, other security, proof of damages, to appropriate equitable remedies with respect to any breach of this Agreement, in addition to any other remedies available under Applicable Law.

## **8 Intellectual Property**

8.1 The design of the Platform and the Services, all software contained within the Platform and Services, and Content is protected by copyright, trademarks, patents and other intellectual property rights and laws belonging to Company and/or its licensors.

8.2 A User may only view, download and store on any compatible device, print out, use, quote from and cite the Content for its own personal, non-commercial use and on the condition that it give appropriate acknowledgment to Company where appropriate.

8.3 Company expressly reserves all intellectual property rights in and to Services and Content and a User may not use the Services or any Content for any purpose other than those set out above.

8.4 In particular, a User may not under any circumstances:

remove the copyright or trade mark notice or other proprietary notice contained in the Content and/or from any copies of Content made under these Terms,

use any Content in any manner that may infringe any of company's rights or the rights of a third part,

use the Content in any way that might be illegal or breach the Terms,

use, reproduce, modify, edit, mix or remix, apply any voiceover or commentary, display, perform, publish, distribute, disseminate, broadcast, frame, communicate to the public or circulate to any third party or exploit the Services and/or the Content in any way for your commercial gain. 'Commercial gain' may include any activity attracting any advertising revenue or subscription payments on distribution of or access to Company's content, or by reducing the need for any third party to subscribe.

copy, publish, re-publish or redistribute, communicate or disseminate to third parties Content or any information obtained or derived there from in any way; or archive or store any Content for access by anyone other than a User.

## **9 Change to Services**

The User understands that Company reserves the right to change or remove any of its Services at any time without liability to the Account Holder. Any amendment to the Services shall be notified to User via a communication on the Platform or by email using the contact details provided by the User.

## **10 Disclaimers**

### **10.1 Warranty**

Company shall provide the Services with reasonable skill and care in accordance with the Terms. However, Company cannot guarantee that the Services will:

be compatible with all or any hardware or software which a User may use be available all the time or at any specific time, be entirely error-free or free of viruses, electronic bugs, Trojan horses or other harmful components meet the User's requirements.

### **10.2 User responsibility for compliance with law**

The User must comply with applicable laws in the jurisdiction in which they are domiciled, resident and/or located. company is not responsible for providing advice to Users regarding tax and/or other legal matters. Should a User wish to obtain advice regarding tax and legal

matters, they are advised to contact appropriate advisers and/or authorities in the jurisdiction in which they are domiciled and/or resident or located.

### **10.3 No liability for reliance**

Information made available through the Services is for general information purposes only and is not intended to meet a User's particular requirements. Commentary, tips and other materials posted through the Services via Company or a third party are not intended to amount to advice, recommendation or endorsement on which reliance should be placed.

### **10.4 No liability for inaccuracies**

The User acknowledges and agrees that despite Company's best efforts, company cannot guarantee that the Services and Website always be accurate and/or up-to date. Should the User detect or become aware of such an error or incompleteness, they shall:

refrain from taking any advantage whatsoever thereof, keep strictly confidential such error or incompleteness, upon detection or becoming aware of such error or incompleteness, notify it to company by sending an email to [support@sugarcandyea.com](mailto:support@sugarcandyea.com)

### **10.5 No liability for behaviour of users**

The User specifically acknowledges and agrees that Company is not liable to the fullest extent permitted by law for any defamatory, offensive or illegal conduct or behaviour of any other account holder or user of the Services or Website.

### **10.6 No liability for computer system and Internet failures**

10.6.1 Where the User's participation in the Services is interrupted by a failure on the part of Company's computer system and if unable to restart or continue with the contest then Company shall refund the Entry Fee to a User for that specific Contest.

- a). Except as set out above, Company does not accept any liability whatsoever for delays, losses or damage suffered or incurred by an Account Holder and/or a third party caused directly and/or indirectly due to: any failure of the User's device and/or computer system (including without limitation the Client Application);
- b). any failure arising in the Service which arises from incompatibility of the User's device and/or computer system;
- c). any failure of any third party telecommunications or any other data transmission system;
- d). any failure of the Internet; and/or
- e). any third party virus attack or hacks or other malicious acts that can be traced to the Platform

### **10.7 No liability for third party websites and/or Third Party Content**



10.7.1 The Services may include Third Party Content and/or links to third party websites that are controlled and maintained by others.

10.7.2 To the fullest extent permitted by law, Company gives no warranties or representations in respect of, and accepts no responsibility for, any Third Party Content.

10.7.3 Any link to other websites is not an endorsement of such websites. The User acknowledges and agrees that company is not responsible for the content or availability of any such websites. Company recommends Users review those website's terms and conditions and privacy policies to ensure Users are happy to use them.

## **10.8 Notification Service disclaimer**

The notification service is purely for the benefit of the Account Holder. Company does not acknowledge or accept any liability should there be a mistake in the content of the notifications or should the Account Holder fail to receive the notification(s).

## **10.9 Game and Contest disclaimer**

10.9.1 Game and Contest material (whether electronically obtained or obtained by other means) is automatically invalid if counterfeited, mutilated, forged, altered or tampered with in any way, or if illegible, mechanically or electronically reproduced, obtained outside authorized legitimate channels, or if it contains printing, production, typographical, mechanical, electronic or any other errors.

10.9.2 The Account Holder acknowledges and accepts that any resemblance of names, circumstances or conditions used, depicted, described or suggested in the Contests operated on the Platform with reality is entirely coincidental and unintended.

## **11 General exclusion of liability**

Company does not acknowledge or accept any liability for damage and/or losses to an Account Holder and/or a third party caused directly and/or indirectly due to any:

mistake, misprint, misinterpretation, mishearing, misreading, mistranslation, spelling mistake, fault in reading, transaction error, technical failure, technical hazard, registration error, manifest error, cancellation of a game for any reason;

## **12 Limitation of liability**

A Users use of the Platform, or any content available thereof is entirely at their own option and risk and Company shall be held harmless and not be liable for any direct, indirect, incidental, consequential, special, exemplary, punitive, monetary or any other damages, fees, fines, penalties or liabilities whatsoever arising out of or relating to their use of the Platform or any content thereof. To the maximum extent permitted by Applicable Law, Company's total liability to a User for any damages (regardless of the foundation for the action) shall not exceed in the aggregate the Balance in the Users Account.

## **13 Publicity**

Your acceptance of a prize in a contest constitutes permission for us to use Your name, likeness, voice and comments for advertising and promotional purposes in any media worldwide, without any further permissions or consents and/or additional compensation whatsoever.

## **Governing Law and Dispute Resolution**

These Terms are governed by and interpreted in accordance with the laws of India. The courts of Noida sub-jurisdiction shall have exclusive jurisdiction over all disputes arising under or in connection with these Terms. The arbitration proceedings shall be conducted in accordance with the Indian Arbitration and Conciliation Act, 1996. Each disputing party shall appoint its own arbitrator who shall thereafter jointly appoint a third arbitrator. The language of the arbitration shall be English and the venue will be Noida,