



TERMS AND CONDITIONS FOR REGISTRATION

1. INTRODUCTION

Federation of Electronic Sports Associations India (hereafter referred to as “FEAI”) is a the apex body for regulating and governing the sporting discipline of Esports in India and it is a non-profit entity registered in India with, inter alia, the objective to promote and improve quality and standards of the games of Esports in India and take necessary steps for promotion and development of the games of Esports, welfare and interest of Esports Athletes and elimination of unethical and unfair practices in the Games of Esports; and for that purpose, organize coaching schemes, establish coaching academies, hold tournaments, exhibition matches, leagues, competitions, and any other matches and take all other required steps. The FEAI is a company registered under the Companies Act, 2013, having its principal and registered office at 3/31, First Floor, Left Side, West Patel Nagar, Main Road, New Delhi – 110008. In order to achieve its aims and objectives, the FEAI is desirous of creating an FEAI ID for athletes who will be recognized by and supported by the FEAI. The FEAI ID shall help the registered athletes to obtain a universal identity in the national as well as international Esports community and the same shall also help the FEAI to analyze the potential, growth and development of every such Esports Athlete who registers with the FEAI and help them grow, develop and progress in their concerned Esport(s). The said registration process will be conducted using the registration portal on the FEAI’s website i.e. feai.co.in. You may access the Constitution of FEAI by clicking [here](#).

2. CONTRACTUAL RELATIONSHIP

The present Terms and Conditions (“Terms”) govern your registration with FEAI as an Esports Athlete and by registering using this portal, you agree that these Terms shall be a binding upon you and shall be construed to be a contractual relationship between you and FEAI. Therefore, if you do not agree to be legally bound by these Terms, please do not register. By registering with FEAI you are deemed to have accepted these terms and conditions. By accepting these Terms, you further agree to be bound by the AOA and Constitution of the FEAI. FEAI may amend these Terms from time to time. Amendments will be effective upon FEAI’s posting of such updated Terms at this location. Your continued access or use of the FEAI ID after such posting constitutes your consent to be bound by the Terms, as amended. The FEAI shall not charge you anything for registering with it for the first year and creating an FEAI ID. A nominal fee may be charged from you on an annual basis from the second year if the FEAI decides to do so. The terms “you” and “your” in uppercase or lowercase shall mean the person using the Website registering with FEAI in order to obtain the FEAI ID. The contents of the FEAI’s [Constitution](#) and [AOA](#) are deemed



to be a part of these Terms. You will be responsible for regularly reviewing the Terms posted on the Website.

3. **DEFINITIONS**

In these Terms, the following words and/or expressions shall have the following meaning, unless the context otherwise requires:

- a. **“Effective Date”** shall mean and include the date of acceptance of your registration request with FEAI as an Esports Athlete;
- b. **“Esports”** shall mean and include a combination of the terms ‘electronic’ and ‘sports’ and thus include games facilitated by electronic systems where gamers/players use their skill, speed, reaction time, physical and mental abilities to compete in various games in a virtual, electronic environment in which input and output shall be mediated by human or human-computer interfaces;
- c. **“Esports Athlete”** or **“Athlete”** means a person who obtains an FEAI ID after completing this registration process and shall include any person selected in any squad to represent India in a tournament in India or abroad.
- d. **“Fees”** shall mean and include an amount paid by the Applicant, on yearly basis, for the purpose of registration with FEAI.
- e. **“FEAI ID”** shall mean the identification number allotted and provided to you by FEAI after completion of the registration process and verification by the FEAI. The said number may be a combination of alphabets and numbers. The format of the FEAI ID may be changed by FEAI from time to time, at its sole discretion.
- f. Any word which is not specifically defined in these Terms shall bear the meaning allotted to it under the AOA or Constitution of the FEAI.

4. **TERM OF REGISTRATION/RENEWAL**

Your registration with FEAI shall be valid for an initial period of 1 (one) year from the Effective Date (**“Initial Term”**) and subject to payment of annual Fees, if any, shall be renewed automatically for a successive period of 1 (one) year each



(“**Renewal Term**”), save and except if you withdraw or are disqualified by FEAI in accordance with these Terms. The Initial Term and Renewal Term shall be collectively referred as the **Term**.

5. USAGE OF THE FEAI ID.

When you register with FEAI in order to obtain your FEAI ID, you are registering as an Esports Athlete. You shall use the FEAI ID for participating in tournaments, conferences, programs, seminars or any other events which are conducted by the FEAI or under the aegis of or in partnership/association with FEAI. Using the said FEAI ID, the FEAI may create an digital profile for you (hereafter referred to as “Profile”). The FEAI shall recognise and consider only such of your achievements in tournaments, which are reflected in your Profile associated with the FEAI ID. The FEAI may, from time to time, update your Profile either by itself or may request you to update your Profile by entering your results and statistics after every tournament. The FEAI will use your FEAI ID solely for official purposes, unless you agree otherwise by way of a written agreement. The FEAI will formulate a ranking system for Esports Athletes in India and you agree that your Profile and FEAI ID may be used by FEAI for updating the said ranking.

4. UNDERTAKINGS, REPRESENTATION AND WARRANTIES.

By registering with FEAI, you undertake, represent and warrant the following:

- a. you agree to recognise and abide by the ranking system developed by FEAI,
- b. you agree to make yourself subject to, comply with and abide by all the rules, regulations, codes, constitution, AOA etc. of FEAI, which FEAI may already have in place or may issue hereafter from time to time and also with all laws of the land,
- c. you agree to not register with any other federation, organisation, association, company etc. which claims to be the apex body for any or multiple Esport(s) or the sporting discipline of Esports in general,
- d. you agree that the FEAI may display on its website your name and your rank in the concerned Esport(s) and the same may be viewed by third parties,
- e. you agree not to indulge in any unlawful activity or act which violates any applicable local, state and central laws and regulations while using the Website or FEAI ID,
- f. you will not interfere with the use of the Website by others,



- g. you agree not to indulge in any activity which may bring disrepute to the FEAI or its officials,
- h. you agree not to participate in any tournament being conducted by any other federation, organisation, association, company etc. which claims to be the apex body for any or multiple Esport(s) or the sporting discipline of Esports in general,
- i. you agree that you have not and shall not submit, upload or provide any false, fabricated, doctored, forged or incorrect information, material, documents etc. to the FEAI,
- j. you agree not to share your login credentials with any third person or entity,
- k. you agree that you will not upload, download, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, and
- l. you warranty that such information provided by you during the registration process is true, accurate, current, authorized, and complete in all aspect. If there is any change in the information provided by you, you shall update the same.
- m. Any/all information provided by you hereunder may be used and/or disclosed as required or permitted by law and for the purposes specified in FEAI [Privacy Policy](#), including being utilised by Members to administer and provide Esports activities and Esports-related services and information.
- n. You shall make timely payments of fees, if any charged by FEAI, and thereby authorises FEAI (or its delegates) to collect recurring payments therefrom;
- o. FEAI shall be entitled to use your attributes in any form or medium, throughout the world, for the purpose of marketing and promotion of Esports and/or FEAI;
- p. You shall not make or permit any statement, orally or in writing, publicly or privately, or do any act or permit any act, in a manner as will in the reasonable opinion of the FEAI, disparage or which is capable of disparaging the reputation and image of the FEAI or of its personnel, employees, directors, investors or sponsors in any manner whatsoever; and
- q. You have fully disclosed any suspension that you may be serving imposed by any Esports body, National Anti-Doping Agency (“**NADA**”) or World Anti-Doping Agency (“**WADA**”) compliant sporting body, and that you shall have a continuing obligation to disclose any suspension imposed in future following the commencement of any disciplinary proceedings.

Subject to the Constitution and AOA of FEAI and any other rules, regulations, codes etc. made by the FEAI from time to time, any violation of the aforesaid may result in your FEAI ID being cancelled, suspended or terminated immediately, at the sole discretion of FEAI, without issuance of any notice or prior intimation to you. On the cancellation of your FEAI ID, the FEAI may delete all digital records and traces of your Profile and it may take



appropriate action against you, which may include, but not be limited to, debarring from all future tournaments, conferences, programs, seminars or any other events which are conducted by the FEAI, either directly or indirectly. In addition to the above, the FEAI may take action against you as permitted by the law of the land.

5. DATABASE AND WEBSITE TO BE SOLE PROPERTY OF FEAI.

The entire database of all Esports Athletes who register with FEAI shall be the sole and exclusive property of FEAI. Your Profile may be accessed by using your FEAI ID and a password, which shall be generated by you. The FEAI shall always have access to your Profile and it may use the information therein for its various events. The FEAI may also share your bio data and Profile only with its affiliated state units or their affiliated district units. The FEAI shall be the sole and exclusive owner of all its intellectual property rights, which shall include, but not be limited to, its logo, logos of tournaments, marks, copyrights, patents, trademarks etc. and you neither have, nor ever will have any claim in or right to use the intellectual property rights of FEAI, unless specifically permitted in writing by FEAI.

6. RESTRICTIONS.

You shall not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Website; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Website except as expressly permitted by FEAI; (iii) decompile, reverse engineer or disassemble the Website except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of the Website; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Website or unduly burdening or hindering the operation and/or functionality of any aspect of the Website; or (vi) attempt to gain unauthorized access to or impair any aspect of the Website or its related systems or networks; or (vii) try to tamper with your Profile or the data of other Athletes or date base of Athletes kept with the FEAI.

7. USER ACCOUNT AND ELIGIBILITY CRITERIA.

An Applicant shall qualify for registration with FEAI, if he/she satisfies the following criteria:

- a. You must be of sound mind and mentally fit to enter into a legally binding agreement.
- b. If you are a minor i.e. below 18 (eighteen) years of age, you shall qualify for registration only subsequent to the express written consent of your legal guardian.
- c. You must be a resident of India.



- d. You should not have been convicted of any offence by any court of law and are not a party to any criminal proceedings pending before or likely to be initiated before or by any court, tribunal, government agency or similar statutory body.
- e. Your registration with FEAI should not be barred by any pre-existing contract, agreement or understanding with any third party restricting or preventing him/her from enrolling with FEAI.

In case you are under the age of 18 years and you register with FEAI in order to obtain an FEAI ID, it will be deemed that you have registered with the prior written consent and approval of your legal guardian. Registration would imply that your legal guardian has given approval for your participation in any and all activities conducted/organised by FEAI and/or by its Members. In exchange for the acceptance your candidacy by FEAI, they waive all claims and assume all risk and hazards incidental to the conduct of the activities, and release, absolve and hold harmless FEAI and its representatives and Members from any and all liability for injuries to you arising out of traveling to, participating in, or returning from all such activities.

Registration with FEAI requires you to submit to FEAI certain personal information, such as your name, address, mobile phone number, age, titles, photograph etc. You agree to maintain accurate, complete, and up-to-date information in your Profile. You agree to maintain the security and secrecy of your FEAI ID and password at all times. Unless otherwise permitted by FEAI in writing, you may only possess one FEAI ID. In case the FEAI finds that you have created more than one FEAI IDs, it may delete all or any of your FEAI IDs and debar you from creating any new FEAI IDs.

You may not authorize third parties to use your FEAI ID. You may not assign or otherwise transfer your FEAI ID to any third person or entity. You agree to comply with all applicable laws when using the FEAI ID and Website, and you may only use the FEAI ID and Website for lawful purposes. You will not, in your use of the Website or FEAI ID, cause nuisance, annoyance, inconvenience, or property damage, whether to any other third party. You shall notify FEAI immediately, if you have noticed any breach or unauthorized use of your FEAI ID.

8. DISCLAIMERS; LIMITATION OF LIABILITY; INDEMNITY.

DISCLAIMER:

FEAI disclaims all representations and warranties, express, implied or statutory, not expressly set out in these terms, including the implied warranties, fitness for a particular



purpose and non-infringement. In addition, FEAI makes no representation, warranty, or guarantee regarding the reliability, timeliness, quality, suitability or availability of the Website or the Profile requested through the use of the FEAI ID, or that the Website or access to your Profile will be uninterrupted or error-free. You agree that the entire risk arising out of your use of the Website and/or the FEAI ID remains solely with you, to the maximum extent permitted under applicable law.

LIMITATION OF LIABILITY:

FEAI shall not be liable for indirect, incidental, special, exemplary, punitive or consequential damages, including lost profits, lost data, personal injury or property damage related to, in connection with, or otherwise resulting from any use of the website or the FEAI ID, even if FEAI has been advised of the possibility of such damages. FEAI shall not be liable for any damages, liability or losses arising out of: (i) your use of or reliance on the Website or the FEAI ID or your inability to access or use the Website, even if FEAI has been advised of the possibility of such damages. FEAI shall not be liable for delay or failure in performance resulting from causes beyond FEAI's reasonable control.

INDEMNITY:

You agree to indemnify and hold FEAI and its officers, directors, employees and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees) arising out of or in connection with: (i) your use of the Website or FEAI ID; (ii) your breach or violation of any of these Terms; or (iii) FEAI's use of the content, material, document, information etc. supplied by you to FEAI.

9. GOVERNING LAW AND DISPUTE RESOLUTION.

These Terms shall be exclusively governed by and construed in accordance with the laws of India. Any dispute, conflict, claim or controversy arising out of or broadly in connection with or relating to the Website or your FEAI ID, including those relating to its validity, its construction or its enforceability (any "Dispute") shall first mandatorily be attempted to be remedied mutually by good faith negotiations. If such Dispute has not been settled within sixty (60) days after a request for mediation, such Dispute shall be referred to and shall be exclusively and finally resolved by the Ombudsman of the FEAI. The place of the proceedings before the Ombudsman shall be New Delhi. The language of the proceeding before the Ombudsman shall be English. The existence and content of the said proceeding, including documents and briefs submitted by the parties, any correspondence from the Ombudsman, and correspondence, orders and awards issued by the Ombudsman, shall remain strictly confidential and shall not be disclosed to any third party without the express



written consent from the other party unless: (i) the disclosure to the third party is reasonably required in the context of conducting the Ethics Commission proceedings; and (ii) the third party agrees unconditionally in writing to be bound by the confidentiality obligation stipulated herein.

10. RISK AND LIABILITY

Upon completion of the registration and while participating in the game, you (or if you are under 18 years of age, that as your parent or legal guardian on their behalf) acknowledge that there are risks associated with participating in the sport and to the extent permitted by law, you (or your parent or legal guardian) assume the risks associated with participating in the sport and, in so doing, waive all claims for any liability against FEAI or any member, and release them from any liability arising whilst you are participating in the sport.