

## **Battle of Minds: Terms and Conditions**

### **General Rules**

These General Rules were last updated on 19<sup>th</sup> Aug 2015 and the updates take effect from that date.

### **Who we are and application of these General Rules**

1. Battle of Minds (hereafter 'BOM'), a product of ConveGenius Edu Solutions Private Limited, a company incorporated in India. All references to 'we', 'us' and 'our' in these General Rules ('Rules') are a reference to BOM.

### **General**

2. To open an account with BOM ('Account') you must be aged 15 years or older. A 'Member' is a person who holds an Account, and any reference to 'you' or 'your' in these Rules is a reference to a Member.

3. You agree that the service offered by BOM is the ability to compete against in multi battle against other players, to win or lose.

4. By opening an Account, you are deemed to have read and accepted these Rules and BOM's Privacy Policy. You can view our Privacy Policy on our website located at [www.battleofminds.net](http://www.battleofminds.net) . Further, any pages or websites under the 'BOM' brand and any BOM mobile phone or tablet applications that are owned and/or operated by us is henceforth termed the 'Website'.

5. BOM reserves the right to change, amend or add to these Rules and the Privacy Policy at our discretion, and will publish such changes on our Website. You agree that any changes, amendments or additions published on our Website will be taken to be effective immediately. It is the Member's responsibility to ensure that they are aware of the current Rules and Privacy Policy.

### **Member obligations**

6. Members are responsible for ensuring that their Account details such as their name, email address etc. are kept up to date and to notify us immediately of any incorrect Account details. In the event that a Member has not kept their Account details up to date, we reserve the right to suspend the Account. Members are responsible for complying with their own local, national or state laws concerning online gaming prior to either applying to become a Member or using their account to access services on the application. In particular, if you are a resident of a country where online gaming is prohibited, you must not register with us, attempt to use our services. You agree that you shall not open an Account, nor attempt to use your Account, if you are within a jurisdiction where online gaming is restricted.

7. We periodically monitor transactions on Accounts. You accept that if we detect activity which indicates to us that you are or may be within a jurisdiction which does not allow you to participate in online gaming, we may, in our discretion, either suspend or permanently close your Account. You accept that the data available to monitor

online gaming on an Account is not always accurate and BOM will use its discretion while conducting any investigation.

**8.** In the event that BOM discovers that an Account has been opened by someone who resides in a jurisdiction which may forbid online gaming, BOM may in its discretion close the Account. Winnings may be forfeited if the Account holder opens the Account contrary to these Rules.

**9.** Where a person successfully applies for an Account with BOM, the Member must then comply with the matters set out in Rules 11-19 (inclusive) to our satisfaction to fully activate their Account.

**10.** A Member must immediately notify BOM of any matter (including any potential mental impairment) which may lead us to reasonably infer that your ability to make sound judgments about the utilization of purchased tokens (if token has been provided by BOM) in respect of your Account may be impaired.

### **Member identification requirements**

**11.** Members are required to provide BOM with adequate identification information for the purposes of complying with local legislations, which are outside the control of BOM.

**12.** Member 'identification information ('ID') means your name, gender, country and email address, as provided to BOM upon applying for your Account. Members who do not provide necessary details up front may have their Accounts suspended, without notice, pending an investigation.

**13.** BOM also requires confirmation of email address through an automated mail.

**14.** BOM may at any time request the user to upload pictures to his/her profile, which is completely optional and would not be used for any other purposes other than those explicitly mentioned.

**15.** Should a Member deliberately falsify any ID or any other details for any purpose associated with applying for an Account or transacting on the Account, BOM reserves the right to suspend the Account and/or close the Account without prior notification to the Member.

### **Account security**

**16.** A Member is responsible for ensuring that their user name and security details (including any personal identification number ('PIN'), password or Account number) ('Secure Member Details') are kept confidential. If a Member suspects that their Secure Member Details may no longer be confidential or that there may have been unauthorised use of their Account, they must notify BOM immediately, and BOM may provide the Member with new Secure Member Details. Where BOM provides the Member with new Secure Member Details, BOM reserves the right to invalidate any future transactions which attempt to utilise the previous Secure Member Details of that Member.

**17.** Where a Member wishes for another individual to have access to their Account or

any Secure Member Details (including any family member, business or corporate entity or any other person whatsoever), this must first be approved by BOM and details for that person provided. BOM may refuse such request for access at its discretion. A Member remains solely responsible for their Account including but not limited to transactions, in application purchase and Account changes made by any authorized individual. BOM reserves the right to request full certified identification documentation from any proposed nominee.

**18.** Members will be responsible for all actions on their Account in which their Secure Member Details are used.

**19.** Members should check the balance of their Account each time they log on to their Account. In the event of a query, it is the Member's responsibility to notify BOM immediately.

**20.** If minors have access to a device that a Member uses to log into their Account, BOM strongly recommends that a child protection software package is installed onto that equipment. Two such software applications are Cyber Patrol and Net Nanny.

**21.** BOM Website contains content which is intended for use by persons over the age of 15.

### **BOM's rights and other matters**

**22.** BOM reserves the right to cancel, change or restrict the products or services or games types at any time with or without notice to Members.

**23.** BOM has made considerable efforts to ensure that its edutainment gaming business operates in a fair, efficient and accurate manner.

**24.** A Member may only have one Account.

**25.** BOM services are intended for bona fide Members, that is, those Members who act in good faith, sincerely, without fraud, and who participate in edutainment gaming with BOM for the purpose of learning, entertainment and exercising skill and knowledge.

**26.** BOM reserves the right to close the Account made by any person where, in BOM's reasonable opinion, the Account has not been operated with integrity.

**27.** Any reference to a discretion which may be exercised by BOM under these Rules means BOM's sole and absolute discretion.

### **Services Offered**

**28.** BOM provided multiplayer trivia battles in various categories in two basic formats, as a public tournament and as a private tournament, with varying incentives as rewards in the form of tokens

**29.** Public tournaments are created by BOM only, and allows all users on the platform to participate, while Private tournaments are created by users to challenge friends or random players on the platform.

**30.** Tokens are collected according to rankings in tournaments, and these could be redeemed for vouchers/coupons of various stores such as Flipkart, Dominos, Lifestyle, Freecharge and BookMyShow.

### **Errors**

**31.** BOM makes every effort to ensure that no errors are made in the rewards offered. However, we reserve the right to correct any obvious errors and to void any rewards where such an instance has occurred. Should this occur, BOM will endeavor to contact the Member by email or telephone.

**32.** If a Member has been listed as a winner in error, the Member agrees that BOM, in its absolute discretion reserves the right to redirect the reward to the appropriate person.

**33.** BOM reserves the right to cancel, or recalculate an award made to a Member at any time without notice where a Member has received tokens in error and uses those to redeem.

### **Dispute Resolution**

**34.** These Rules shall be governed by and construed in accordance with the laws of India in respect of any dispute arising out of or relating to these Rules or the provision by BOM of goods or services to Members ('Dispute')

**35.** If any Dispute cannot be resolved between BOM and the Member, the Dispute must be referred to a representative of the Arbitration Court of Hyderabad, for final determination. A Dispute must be lodged with the court of Hyderabad within 14 days of the Dispute arising. The decision of the Arbitration is final and binding on BOM and the Member. Nothing in this Rule precludes a party from seeking urgent interlocutory relief from a Court if such relief is reasonably required.

**36.** No rule of contract interpretation may be applied in the interpretation of these Rules to the disadvantage of a party on the basis that it prepared or put forward these Rules or any document forming part of these Rules.