

# IMI Games TERMS & CONDITIONS

IMI Games is a hyper casual gaming platform that hosts competitions within the games via smartphones. The competition games run daily on time intervals as decided and announced by IMI games in their official social media handles.

This Competition is organized by IMI games and Apple Inc or Google is not a part of this.

Any user using this app is viable to take part in various challenges set within the games.

All entries received outside the challenge game period shall be automatically disqualified.

By participating in the challenges, you agree to be bound by all the terms and conditions hereinafter stated below ("Terms and Conditions").

## Challenge Eligibility

1.1) The Challenges is/are open to all users who has accessed the IMI Games platform using there smart device and playing various games within this platform

1.2) For clarity, the followings personnel shall not be eligible to participate in the Challenges:

1.2.1) The Organizer's employees (including its related corporation); and

1.2.2) The Organizer reserves the right to reject any entries with abnormal activities at its discretion subject to Clause 8 of this Terms & Conditions.

## Challenge Mechanisms

2.1) To participate in the Challenges, the Participants must access the IMI games application on the Participant's mobile device.

2.2) The Participants may play the games multiple times and each time the Participants score is uploaded onto the respective game scoreboard ("Game Leaderboard"), it will be considered as an entry. No specific entry form is required. All scores must be uploaded via the game application only and the scores recorded in the Game Leaderboard will be considered final.

2.3) To play the games individually there is no costs, however the user agrees that there will be data consumption in accessing the IMI Games platform.

2.4) If the user wishes to take part in a challenge in order to stand a chance to win prizes, he/she would have to sign up to the challenge by paying FJ\$ 2/- per challenge which will be charged using Vodafone Fiji's M-PAISA mobile money. This is a non-refundable charge which will be automatically deducted once the user opt's in to take part in a challenge.

## Rewards

3.1) The rewards for the Competition which the amount, reward structure, total giveaway amounts are decided by IMI Games and these cannot be converted into any other mediums.

3.2) Rewards will be given away within 24 hours of Challenge end and will be solely based on the points scored by Participants and during the Challenge Period, in the event there are two Participants who achieved the same score at the end of the Challenge Period (a tie score), the Participants who attained the first tied score will be ahead of the other Participants who attains the tied score at a later date. Certain challenges would also be rewarded on the spot and these are only pre decided by the IMI Games team.

3.3) A Participant is entitled to win one (1) Prize only during the Challenge Period. For the avoidance of doubt, a Participant who has multiple rankings on the Game Leaderboard resulting from participation through multiple accounts, shall only win one (1) Prize, where the highest rank would be taken into consideration while the remainder ranks shall be annulled.

3.4) The list of the winners will be announced and published no later than two (2) days after the Competition Period ends on our social media handles. In any special scenario, The Organizer will contact the winner accordingly and should any winner be un contactable or not reachable within one (1) week from the Organizer's first attempted communication, the related prize for the winner will be forfeited and the winner shall cease his right to claim the prize.

3.5) In the case of physical or cash rewards, the winners must collect the rewards during a specified period and at the venue specified by the Organizer and may be required to attend a prize-giving ceremony. If the winners fail to collect the prize during the prize collection period of two (1) week or, if called upon to attend a prize-giving ceremony but failed to attend at such a prize-giving ceremony, the Organizer shall have the right to select another Participant as the winner.

3.6) If the winner is under eighteen (18) years of age, the winner must be accompanied by a parent or a legal guardian to collect the prize. The winners or their representatives are required to bring along an original identification document for verification purpose during collection of the Prize. In the case of cash rewards, the winners or their representative would be handed over their prize via Vodafone Fiji's M-PAISA to the mobile number their specify or cash in hand in certain cases. The method for this would be solely decided by the IMI Games team and would vary from one challenge to another. The Organizer shall not be held liable for non-receipt or delay in the distribution of the rewards in the event of invalid, inaccurate or details provided by the winners or their representative. Prior notification to the Organizer is required should the representative for winners are sent to collect the said Prize.

3.7) The prize is non-transferable. The Organizer reserves the right to substitute and replace the prize offered with another prize of equal value or higher value as the Organizer deems fit.

3.8) The prize is given on an "as is, where is" basis. The Organizer reserves the right to substitute the prize with that of similar value at any time without prior notice.

3.9) All rewards will be given away for the points scored only at a given competition time window.

3.9.1) Competition game, time window, number of players being rewarded may be changed as decided by the Organizer and will be announced in social media handles.

3.9.2) Players may unsubscribe at any time they wish, however in the event of a top scorer unsubscribing to the service within the time window, they are not entitled to receive the reward.

3.9.3) Only Vodafone Fiji mobile subscribers with sufficient M-PAiSA balance in their mobile could take part in the challenges to win prizes.

#### General

4.1) The Organizer reserves the sole and absolute right to withdraw, amend, omit and/or vary any part or the whole of the terms and conditions of any challenge with a prior notice to the Participants herein stated and the Participants shall be bound to observe, perform and comply with the terms and conditions herein and any amendments thereof.

4.2) The Organizer's decisions on any matter relating to the Challenges are final and binding on all Participants. If any matters were to arise which are not covered in these Terms and Conditions, these matters will be determined solely by the Organizer.

4.3) The Organizer may change any of these Terms and Conditions including terminating or suspending the Competition and extending the Challenge Period. Any such change will be announced in social media handles. It is your responsibility to check these Terms and Conditions on the website and if you do not agree to any of the changes, you must immediately cease participation in the Challenge.

4.4) All photographs, personal information and names submitted in this Challenges, service marks, trade names, trademarks are the property of the Organizer.

4.5) The Organizer reserves the right, at its absolute discretion, to use the names, photographs, voice or video recordings and entries of the Participants for publicity, advertising, trade or campaign purposes in any media, without first obtaining any consent nor making any payment whatsoever to the Participants.

4.6) Except as expressly mentioned herein, the Organizer shall not be responsible for any expenses and cost including out-of-pocket expenses related to or as a consequence of participating in this

#### Exclusion of Liability

7.1) To the extent permitted by law, the Organizer excludes all liability in connection with the Challenges. All Participants and parents or guardians (as the case may be, if the Participants are below eighteen (18) years of age), agree to release the Organizer from and indemnify the Organizer against all liability (including negligence) for any personal injury or for loss or damage (including loss of opportunity), whether direct or indirect, special or consequential arising out of participation in this Challenges.

7.2) The content provided on the website and any other information provided in relation to the game and Challenges are strictly on an "as is, where is" basis. The Organizer / does not guarantee nor warrant true and flawless representation of the game and the Competition. IMI Games does not filter or edit such content. The Participants acknowledge that The IMI games is under no obligation to censor the content or information provided. IMI Games disclaims all liability in relation to the content provided.

7.3) The Organizer disclaims any responsibility and liability from any loss and disruption caused by the malfunction of the mobile phone, viruses or contamination which is beyond the control of the Organizer.

7.4) Once the game has commenced, any Participants' inability to play due to faulty hardware or any malfunction on the mobile phone or any other technical failures which is beyond the control of the Organizer shall not entitle the Participants to any refund of the subscription charges.

#### Fair Play

8.1) The Organizer shall have the right, at its own discretion to exclude or eliminate the Participants from participation in the Challenges, to refuse from awarding the prize and to demand the return of any previously awarded rewards in the Challenges in the event the Participants committed unfair activities as follows: -

8.2) falsification of any information necessary to subscribe to the game and Challenges;

8.3) collusion with any third party including unfair cooperation with a third party that can have an effect on the result of the Challenges;

8.4) use of automated tools or system which provide an advantage to the Participants over other users;  
or

8.5) use rooted and non-official Custom ROMs Android phone(s) or jailbroken iPhone(s) which provide an advantage to the Participants over other Participants.

#### Privacy Policy

9.1) By participating in the Challenge(s), all Participants (to the extent permitted by laws): -

9.2) consent for the Organizer to collect, record, hold, store, use and disclose their personal information for purposes which are necessary or related to the participation in the Challenge(s); and

9.3) consent for the Organizer to disclose or publish their personal information such as their names and identities and any general information that the Organizer sees fit about the Participants in any media, marketing or advertising materials; and

9.4) grant the Organizer the absolute and unrestricted right to modify, use and publish any still or moving images of the Participants for any promotional, marketing, commercial or other related purpose, without any payment or compensation.

#### Intellectual Property Rights

10.1) The information contained herein on websites, games and Challenges which include but not limited to texts, graphics, photos, sounds, video, software, interactive feature and trademark, service marks and logos shall be solely owned by IMI Games and the Participants undertake not to misuse any of the information contained herein.

10.2) IMI Games reserves the right to terminate and revoke the Participants' subscription and participation in the Challenges if the Participants violate the provision in relation to intellectual property rights contained herein.

#### Governing Law & Jurisdiction

11.1) The Challenge(s) and these Terms and Conditions are governed by the laws of Fiji. The Participants agree that the Courts of Fiji shall have non-exclusive jurisdiction over all matters arising from the Challenges.

#### Force Majeure

12.1) Neither party shall be responsible for its failure to perform due to causes beyond its reasonable control such as acts of God, fire, theft, war, riot, embargoes or acts of civil or military authorities.

#### No Waiver

13.1) Failure by either party to enforce any provision of these Terms and Conditions will not be deemed a waiver of future enforcement of that or any other provision.

#### Severability

14.1) If for any reason a court of competent jurisdiction finds any provision of this Terms and Conditions, or portion thereof, to be unenforceable, that provision of the Terms and Conditions will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Terms and Conditions will continue in full force and effect.