GDAI GAME DEVELOPER ASSOCIATION OF INDIA

In association with our Knowledge Partner

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PLAY BY THE RULES

Frequently asked questions on policy, regulation and industry implications.



Q1. I understand that the Promotion and Regulation of Online Gaming Act 2025 (PROG Act) has banned "online money games" in India. Does this mean that I cannot charge any money from my players for offering them my game?

The PROG Act classifies online games into 3 (three) categories: online money games, online social games, and esports. Of these, **only an online money game is prohibited.** An online money game is one where a user pays a fee or deposits money or 'other stakes',[1] with the expectation of winning money or other forms of enrichment in return.

Accordingly, not every kind of payment in relation to an online game is prohibited. Only those payments where the player expects money or money's worth to come back are prohibited. A player can still make payments in the form of a subscription fee or a one-time access feeor purchase in-game items, as long as such payments are not deemed as a stake or a wager and does not render the game as an "online money game" directly or indirectly.

Q2. If my game is completely free-to-play, do I still need to register my game with the government?

Not mandatorily. Compulsory registration of a game with the Online Gaming Authority of India ("**Authority**") is required in 2 (two) situations. The first is where the Central Government notifies the registration of your game or a category to which your game belongs. The second is where your game is intended to be offered as an "esport".[2]

The Central Government will consider the risk of user harm, scale of user participation, nature of financial transactions, etc. while deciding whether a registration is mandatory. As of September 1, 2026, no category of online game has been notified for mandatory registration by the government. A game provider may still choose to voluntarily apply for determination of their online game by submitting an application at oga.india@meity.gov.in.

Q3. Since the PROG Act is a central legislation, do I still need to evaluate my game under each specific Indian state where it is being offered?

Yes. The PROG Act does not replace State gambling and gaming laws ("**State Gaming Laws**"). It applies in addition to State Gaming Laws and overrides only to the extent that such laws are inconsistent with the PROG Act. For instance, while the PROG Act allows free-to-play games to offer free rewards to players, some State Gaming Laws disallow it. Hence, each online game must be evaluated under both the PROG Act as well as the State Gaming Laws.

Q4. Does the PROG Act prohibit me from developing my game in India and from offering it to only players based outside India?

No. The PROG Act extends to the whole of India and applies to any 'online money gaming service' [3] offered within the territory of India or operated from outside the territory of India. An online social game or esport may accordingly be developed in India and offered to players outside India without significant challenges under the PROG Act. Where the game is an online money game and is solely offered to players outside India, the position requires closer examination and assessment of the nature of the offering, the corporate structure of the game provider, and target audience of the game.

Q5. The PROG Act recognises esports as a legitimate competitive sport. If I want to organise or participate in esports tournaments in India, what registration, compliance, and prize money distribution rules do I need to follow?

As explained in Q2 above, registration is mandatory for esports. Applicants must submit an application form (accessible here) and supporting documents to oga.india@meity.gov.in for determination of their online game and its registration as an esport. Prior to the same, the esport must be duly recognised under the National Sports Governance Act, 2025.

Q6. Can I charge a subscription fee from players to provide them access to my game?

As elaborated in Q1, a game provider can charge players in the form of a subscription fee or a one-time access fee or sell in-game items, as long as such payments are not deemed as a stake or a wager and do not render the game as an "online money game" directly or indirectly.

Q7. Can I sell in-game items like coins, skins, and battle passes? Do randomised rewards like loot boxes or mystery boxes risk converting my game into a prohibited 'online money game'?

Yes, you may sell in-game items. Whether this is permissible will depend on how your in-game economy is designed since the PROG Act treats credits, coins, tokens or objects as 'other stakes' where they are purchased with money and are recognised as equivalent or convertible to money. This applies whether the item is real or virtual.
A loot box or mystery box is not prohibited per se under the PROG Act. However, while determining your online game, the Authority will examine the structure of your revenue model. It will also examine the way rewards, benefits, or in-game assets are being transferred, redeemed, monetised, or if they can be used outside the game environment, and ultimately decide whether your game is an "online money game" or not.

Q8. Can I give cash prizes, gift vouchers, or other rewards to winners of tournaments or events organised by my gaming platform?

The touchstone for every online money game is whether money or money's worth flows into the game with the expectation of winning monetary or other enrichment in return. It is therefore essential that the amount your player pays is in no way linked to any winnings,directly or indirectly. A payment that is linked in this manner will expose your game to classification as an online money game, which is prohibited in India.

In assessing whether these conditions are met, the Authority will examine the basis for any payments made on an online game. It will consider whether the payments operate as subscription or access fees, or instead as a bet, wager, or other stake, placed in the expectation of winnings (including through in-game rewards).

Q9. I have a robust privacy policy and collect various personal data from players. Is a privacy policy sufficient, or are there additional compliance obligations I must meet for collecting personal data from my players?

A conventional privacy policy (i.e., a long-form document as a clickwrap agreement) will not satisfy the obligations of presenting players with a notice and obtaining their consent, as contemplated under the Digital Personal Data Protection Act, 2023 ("**DPDPA**")

Before collecting any personal data, you need to **seek consent** from the player, which is free, specific, unconditional, informed, and unambiguous with a clear affirmative action. Prior to seeking this consent, you must **give an independent and standalone notice** to your players. This notice, in clear and plain language, must have necessary details for your player to give specific and informed consent and, at the minimum, include: (a) an itemised description of personal data; (b) specified purpose and specific description of the goods and services linked to processing of personal data; and (c) a communication link to withdraw consent; exercise statutory rights; and make complaints to the Data Protection Board of India ("**DPB**"). Further, it must be presented in English or any language specified in the Eighth Schedule to the Constitution of India ("**Indian Constitution**").

Q10. The majority of my players are under the age of 18. Do I need to seek the consent of their parents or legal guardians before they engage with my game?

Yes, mandatorily. The DPDPA identifies a child as an individual who is below the age of 18. You must **obtain verifiable consent** from the parent or lawful guardian of the child before processing any personal data of such a player.

A Data Fiduciary (i.e., a game provider) must have appropriate technical and organisational measures to ensure that this verifiable consent is obtained before any personal data of a child is processed. Due diligence should be exercised for checking that the individual identifying herself as the parent / lawful guardian is an adult who is identifiable. This may be done by referring to (a) reliable details of identity and age already available with the Data Fiduciary (i.e., the game provider); or (b) details of identity and age voluntarily provided by the individual or through a virtual token mapped to such details issued by an authorised entity.

Q11. Can I track a player's activity, gameplay, and behaviour on my platform?

Yes, but only in the case of adult players. As long as the purposes of tracking and the datasets required have been mapped in the notice and consent has been obtained (refer to Q9), you may track a player's activity, gameplay, and behaviour on your platform. However, consent taken for these purposes cannot extend beyond their original bounds to an unrelated use such as advertising or profiling (for which additional consent must be obtained). In the case of children, tracking and behavioural monitoring is strictly prohibited, even if the game provider has secured consent of parents / guardians.

Q12. Does my game require safety features like time or spending limits, age verification, parental controls, etc.? What are the repercussions of not having these features?

The PROG Rules do not prescribe a fixed checklist for every game. They require game providers to have user safety features that are appropriate to the nature and risk of their game. These may include age verification or age-gating mechanisms, time restrictions, parental controls, user reporting and grievance redressal mechanisms, counselling support, and fair-play and integrity monitoring tools. While spending limits do not appear in the list of illustrations, financial risks have been identified as an issue to be considered while developing user safety features for an online game.

There are no direct repercussions of not implementing user safety features, however, unresolved player grievances or inquiries into complaints by the Authority regarding these features may result in a corrective order being passed. Failure to comply with said order may result in a penalty of up to INR 10 lakhs. Alternatively, the Authority may suspend or cancel your Certificate of Registration (if obtained) or prohibit you from offering, facilitating, or promoting your game for a specified period.

Q13. I hold a large inventory of personal data of my players. Can I share it with my group company or a third party for purposes of marketing, research, or analysis?

If consent has been procured from players for the specified purposes of marketing, research, or analysis (as contemplated in the notice. Please refer to Q9), then it may be processed / shared with group companies or third parties. However, contractual safeguards must be imposed on each recipient to ensure that the processing remains confined to said purposes and does not extend to any unrelated or unauthorised use. Having said that, there may be certain exemptions that a Data Fiduciary (i.e., a game provider) can avail, through which a notice or consent to process personal data may not be required. However, these need to be analysed on a case-by-case basis and are conditional on maintaining appropriate technical and organisational measures.

Q14. How do I ensure that my game's IP remains protected globally? Do I need to individually protect my game's name, logo, story, and characters, or can the entire game be protected singularly?

Your game is not a single right but a bundle of separate rights and there is no single registration that protects the entire product (i.e., the game per se). Copyright subsists automatically in each component as a separate work, so your source code and stories are protected as literary works, your art as artistic works, your background score as a musical work, and your cinematics as a cinematograph film. While registration in every jurisdiction is not mandatory, it is recommended to prove bona fides and holds evidentiary value in case of a dispute.

Any names (whether those of characters, fictional locations or the game itself) and logo work need to be registered differently because these are trademarks and it is recommended that they be registered in all operational jurisdictions.

Robust licensing and franchise agreements will also have to be drafted wherever your IP is exploited by publishers, platforms, merchandisers, or co-development partners. You should further maintain strategic monitoring across app stores, marketplaces, and trademark registries in your operational jurisdictions, and accordingly pursue takedown notices, oppositions, or litigation where an infringement surfaces.

Q15. If my employee creates art, code, or music for my game, does my studio own it automatically? Does the approach change when I engage a freelancer or external agency for the same function?

Yes, in the case of employees. Copyright in a work created by your employee in the course of their employment vests in your studio, unless an agreement specifies otherwise. Since this operates only within the scope of the employment, it is recommended that your employment agreements define each role broadly and expressly assign all IP to the studio.

The position is reversed for freelancers and external agencies, since a contractor retains first ownership of the work even after you have paid in full and the **copyright vests in you only upon a written assignment signed by them.** An assignment must identify the work and specify the rights assigned, the consideration payable, the duration and the territorial extent. Where the duration or the territory is left out, the assignment is deemed to run for 5 (five) years and is presumed to extend only to India.

Q16. Can I use AI-generated art, music, or code for my game, and who owns it? Are there any legal risks I can face if AI-generated work inadvertently infringes someone's existing IP?

You may use AI-generated material in your game, although the position on ownership is unsettled under Indian law and should not be assumed automatically. The Copyright Act treats the author of a computer-generated literary, dramatic, musical or artistic work as the person who causes the work to be created. This points towards your studio but has not been verified on AI outputs. Copyright nonetheless requires originality and an output generated with minimal human input may attract limited protection or none at all. This matters commercially because you cannot enforce rights in a work you do not own. The licence terms of the AI tool are equally important since they govern what rights pass to you. **Infringement does not depend on your knowledge or your intention**, and an output that reproduces a substantial part of a protected work may infringe the copyright in it even though you were unaware of the source. You should review the licence terms and any indemnity offered by the provider of the tool. You should also keep records of your prompts and of the human reworking applied to the output. Prompting by reference to an identifiable work, character or artist should be avoided.

Q17. Are there any restrictions on how I advertise or promote my online game?

You may advertise your online game freely, subject to the general laws against misleading advertisements, dark patterns, and other consumer protection laws. You must not be involved in promoting or advertising any "online money game". This prohibition extends beyond your own game and includes an advertisement of a third party promoting an online money game.

Q18. Are there any guardrails around the nature of content and graphics I can portray in my game?

Yes. You should avoid content which is (a) obscene, pornographic or sexually explicit; (b) a depiction of a child in a sexual manner; (c) deliberately insulting of religion with the intent of outraging religious feelings; (d) promoting of enmity between groups on grounds such as religion, race, caste or language; (e) endangering sovereignty, unity, and integrity of India; (f) defamatory of an identifiable person; (g) an improper use of the national flag or the State Emblem of India; or (h) infringing of the intellectual property of another person.

Additionally, as stated in Q17 above, you must separately ensure that no part of your game advertises, promotes, or induces a player to play an online money game. These restrictions apply to you as the publisher of your own content, and a further layer of due diligence applies if your players can also post or share content on your platform.

Q19. Do I need to mandatorily seek any age or content rating for my game before publishing it through any distribution channel?

No. There is no statutory requirement to obtain an age or content rating before publishing your game. Age gating is instead treated as one of the user safety features discussed at Q12 above, and your application to the Authority for determination or registration must set out both the user safety features your game offers and your targeted and intended user age group.

The Bureau of Indian Standards has separately issued a new standard providing for 6 (six) age-rating categories running from U/A 0+ to A, together with content descriptors covering violence, language, nudity and sexual content, substance abuse, gambling, in-game purchases, and socially sensitive themes such as religion, caste and gender. 4 While compliance is presently voluntary, it is recommended as a best practice.

Q20. What are the GST rates applicable to different revenue streams such as subscription fees and in-game item sales? Can I pass the GST cost to the player?

A subscription fee, a one-time access fee, and the sale of in-game items by an online social game or an esport are supplies of services. These attract GST at 18% (eighteen percent). You may add GST to the invoice raised on the player. GST is an indirect tax intended to be borne by the recipient of the supply. You will nonetheless remain the person liable to pay the tax.

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[1] Other stakes are anything recognized as equivalent or convertible to money and includes credits, coins, token or objects or any other similar thing, by whatever name called and whether it is real or virtual, which is purchased by paying money directly or by indirect means or as part of, or in relation to, an online game.
[2] "e-sport" means an online game which— (i) is played as part of multi-sports events; (ii) involves organised competitive events between individuals or teams, conducted in multiplayer formats governed by predefined rules; (iii) is duly recognised under the National Sports Governance Act, 2025 (25 of 2025), and registered with the Authority or agency under Section 3; (iv) has outcome determined solely by factors such as physical dexterity, mental agility, strategic thinking or other similar skills of users as players; (v) may include payment of registration or participation fees solely for the purpose of entering the competition or covering administrative costs and may include performance- based prize money for the player; and (vi) shall not involve the placing of bets, wagers or any other stakes by any person, whether or not such person is a participant, including any winning out of such bets, wagers or any other stakes.
[3] "online money gaming service" means a service offered by a person for entering or playing the online money game.
[4] Bureau of Indian Standards, Video and Digital Games – Age-Rating and Content Descriptor Labels – Specification.

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