



COMPLAINTS AND DISPUTES POLICY

For internal use only

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1. Purpose, scope and users

The intention of this document is to help all employees of the *Customer Service* department to monitor and address all disagreements, complaints and disputes by online customers.

This policy is an internal document for our *Customer Service* department and is not to be shared with other departments or our online customers.

2. Reference document

- CGA Player Complaints Policy Guidelines Version 1.1 18th June 2025

3. Complaints and Disputes

The *Curacao Gaming Authority* mandates comprehensive requirements for responding to and managing online customer complaints and disputes.

3.1. Contact

To ensure efficient, competent, and effective player communication, Pinnacle maintains the following customer support channels:

- Email
- Live Chat
- X (formerly Twitter)

These channels must be accessible to all registered players.

3.2. Terms and Conditions

Pinnacle must have a written procedure for handling player complaints and disputes, and this procedure shall be made readily available to the players, and included within the general terms and conditions.

3.2.1. Complaints

This is "Section 22 Complaints" from the "Terms and Conditions" available online at Pinnacle.com.

Terms and Conditions

<https://www.pinnacle.com/en/future/termsandconditions/curacao>

Section 22. Complaints

22.1 If you have any concerns or questions regarding these Terms you should contact our Customer Service Department via email at customerservice@pinnacle.com.

22.2 NOTWITHSTANDING THE FOREGOING, WE TAKE NO LIABILITY WHATSOEVER TO YOU OR TO ANY THIRD PARTY WHEN RESPONDING TO ANY COMPLAINT THAT WE RECEIVED OR TOOK ACTION IN CONNECTION THEREWITH.

22.3 Any Customer of the Service who has any concerns or questions regarding these Terms regarding the settlement of any pinnacle.com market should contact our Customer Service Department at customerservice@pinnacle.com using their Registered Email Address.

22.4 If a Customer is not satisfied with how a bet has been settled then the Customer should provide details of their grievance to our Customer Service Department via email at customerservice@pinnacle.com. We shall use our reasonable endeavours to respond to queries of this nature within a few days (and in any event we intend to respond to all such queries within 10 days of receipt).

22.5 Disputes must be lodged within six (6) months from the date the wager, payout or incident in question has been decided. No claims will be honored after this period. The Customer is solely responsible for their Account transactions. Complaints/disputes have to be sent to customerservice@pinnacle.com and must be sent from the Customer's Registered Email Address

22.6 In the event of a dispute arising between you and us our Customer Service Department will attempt to reach an agreed solution. Should our Customer Service Department be unable to reach an agreed solution with you, the matter will be escalated to our management in accordance with our Complaints Procedure (available upon request).

22.7 In the event that your complaint has not been resolved through the above procedures, you have the right to appeal to the independent alternative dispute resolution center. Pinnacle uses Pinnacle eCogra and disputes may be filled under https://ecogra.org/ata/policies_procedures.php. Please ensure that you comply with the recommendations set-forth by the eCogra before using the dispute resolution procedure. The arbitrators' decision shall be binding and may be entered as a judgment in any court of competent jurisdiction.

Pinnacle Terms and Conditions Version 3 (from September 2024)

3.3. Alternative Dispute Resolution

If a complaint is not resolved to the player's satisfaction:

- I. The player must first complete Pinnacle's complaint procedure before referring the dispute externally.
- II. The player then has the right to escalate the dispute to an independent, CGA-Certified ADR entity.

- III. Information about all available ADR entities, including their scope and any applicable limitations, must be referenced internally and made clear to customers via public documents.

3.3.1 Identification of the ADR

Pinnacle shall ensure that the procedure required by virtue of sub-article (2) above, includes the identity of the ADR entity or entities to whom disputes can normally be referred and, where necessary, details of any limitation on the nature and subject matter of disputes with which a particular ADR entity deals.

Pinnacle complies with this requirement in section 22.7 of our “Terms and Conditions” available online (also noted above in Section 3.2.1, and the direct URL in Section 2 of this document).

3.3.2 Multiple ADRs are permitted

It is permissible for our company to have arrangements with more than one ADR entity and for players to be directed to different ADR entities depending on the nature and subject matter of the dispute.

3.3.3. Player application to ADR

The player shall first exhaust our company’s complaint procedure before applying to an ADR.

3.3.4. Records of Disputes

- I. Pinnacle must keep records of all complaints not resolved at the initial stage and all disputes escalated to ADR or legal proceedings.
- II. Reports on complaints and disputes must be submitted to the CGA semi-annually, in line with regulatory requirements.
- III. Record retention should follow statutory limits, with at least five years for unresolved or escalated cases.
- IV. When required, details of ADR outcomes must be communicated to the CGA in the prescribed format and timelines.
- V. All records and reporting processes must ensure transparency and facilitate regulatory audits.

3.3.5. Reporting to the CGA

Pinnacle shall inform the CGA of the decisions of the ADR entity to which the player’s dispute has been referred, in such format and within such timescale as the CGA requires.

Pinnacle shall also give the opportunity to players to refer their complaints to the CGA, by including links or contracts to the CGA’s player support function.

4. Validity and document management

The owner of this document is *the Head of Customer Services* who must check and, if necessary, update the document on an *annual basis* to verify that the changes throughout the year have been noted in this document.