

# Games & More BV

Company No. 149948 – Hanchi Snoa 19, Trias Building – Curaçao CGA  
Licence No. OGL/2023/121/0086

## Player Complaints Policy

### 1. Policy Overview

This **Player Complaints Policy** (the “Policy”) is established in compliance with the **National Ordinance on Games of Chance (LOK)** as administered by the **Curaçao Gaming Authority (CGA)**. It sets a transparent process for submission, handling, and resolution of player complaints, and guarantees access to an independent and **cost-free Alternative Dispute Resolution (ADR)** service certified/approved by the CGA. Non-compliance may result in CGA supervision, monitoring, and enforcement actions.

This Policy is **incorporated by reference** into the Operator’s Terms & Conditions and is published as a standalone document accessible from the homepage and registration pages of each covered brand site. This Policy does not override applicable private law. Independent legal advice is recommended where needed.

### 2. Scope, Brands, and Definitions

#### 2.1 Covered brands

This Policy applies to all B2C gaming sites operated by Games & More B.V. under **CGA licence OGL/2023/121/0086**, including its white-label brands as listed in the Operator’s Terms & Conditions and on the CGA Portal. References to “Operator,” “we,” “us,” and “our” mean Games & More B.V. Any legacy references to “MintDice” are replaced by “Games & More B.V.” for consistency across all brands. This Policy will state on each website which specific brand it covers.

#### 2.2 Player Interaction

Any written communication initiated by a player to the Operator’s customer support team, including inquiries, feedback, or assistance requests.

#### 2.3 Complaint

A written expression of dissatisfaction by a registered player regarding services, decisions, terms, or conduct, with an expectation of response or resolution; a complaint is formally recognized when submitted through the official complaints channel or escalated to ADR.

#### 2.4 Dispute

A complaint unresolved to the player’s satisfaction after completion of the internal complaints process and escalated to an independent ADR provider or the courts.

### **3. Complaint Submission Process**

#### **3.1 Eligibility and complaint window**

- Only the registered player may lodge a complaint; assignment or transfer to third parties is not permitted.
- Complaints are accepted free of charge and must be submitted within 6 months of bet settlement or the triggering incident. For P2P and ante-post markets, the window runs from event conclusion; for in-running betting, prompt submission is encouraged due to potential data retention limits.

#### **3.2 Initial contact**

Players should first contact customer support via email at [gmbvcuracao@gmail.com](mailto:gmbvcuracao@gmail.com) or live chat (if available), providing account details and a concise description of the issue.

#### **3.3 Formal complaint submission**

If unresolved, a formal complaint may be submitted by email with an attached PDF letter to [gmbvcuracao@gmail.com](mailto:gmbvcuracao@gmail.com) including:

- Full name and residential address
  - Player account number (if applicable)
  - Date of complaint and date of disputed event
  - Detailed description and category (e.g., deposits, withdrawals, bonus terms, responsible gaming, KYC)
- The complaint form and instructions are provided in English and in the primary language(s) of the accessed brand website. The ADR process will also be available in those languages, or translation support will be provided to ensure accessibility.

#### **3.4 Regulatory position of CGA**

The Operator will clearly state in its Terms & Conditions that:

- The CGA does not mediate or resolve individual complaints;
- The CGA may take supervisory or enforcement action if a complaint indicates a licence breach;
- Players may submit regulatory concerns to the CGA via the official channels.

#### **3.5 AML-related escalation (FIU)**

For complaints or concerns related to suspected money laundering, terrorist financing, or unusual/suspicious transactions, players may raise concerns with the Curaçao Financial Intelligence Unit (FIU Curaçao) via its official channels. This is separate from CGA supervision and addresses AML/CFT matters.

## **4. Complaint Handling and Timelines**

### **4.1 Responsible gaming complaints**

- Priority handling due to potential risk to player well-being.
- Initial acknowledgement within 2 business days, explaining the process and estimated timeline.
- Target resolution within 5 business days; where delays arise, the player will be informed, with a maximum extension of up to 2 weeks, and if due to player inaction, a further 2 weeks may be granted.

### **4.2 Other complaint types**

- Initial acknowledgement within 1 week, with process outline and expected timeline.
- Target resolution within 4 weeks; may be extended by up to an additional 4 weeks due to complexity or missing information, with prior notice.

### **4.3 Final response**

The final written response will include:

- A reasoned explanation with supporting evidence; or
- Reasons for rejection, details of unresolved elements, and information on the right to escalate to ADR.

### **4.4 Use of Artificial Intelligence (AI)**

- AI tools may assist with triage, summarization, and communication.
- Final complaint determinations, particularly for responsible gaming, legal disputes, and complex matters, will be made by trained human staff with appropriate oversight; AI will not be used to make final determinations.

## **5. Alternative Dispute Resolution (ADR)**

### **5.1 ADR availability and cost**

If the complaint is not resolved internally, the player may escalate to an independent ADR provider approved/certified by the CGA, at no cost to the player; all ADR costs are borne by the Operator.

### **5.2 ADR provider details**

The Operator will include in this Policy and in the Terms & Conditions the ADR provider's name, contact details, website, and scope of services once the CGA-certified provider list is published and the Operator's agreement is concluded. Until then, this Policy is effective upon publication of ADR details and no later than the CGA deadline for uploading complaints procedures. The Operator will upload an agreement with at least one CGA-certified ADR within one month of the Certified ADR Providers being published by the CGA.

### **5.3 ADR independence and standards**

ADR providers are independent from B2C operators, approved by the CGA, and operate impartial processes (mediation/adjudication) with access to relevant case information. They must meet competency and structural requirements set by the CGA.

### **5.4 ADR language accessibility**

The ADR process will be available in English and in the language(s) offered on the relevant brand website, or supported by translation/interpretation to ensure practical access for players.

### **5.5 ADR process finality and parameters**

- Once an ADR process is completed, neither party may recommence the dispute with another ADR entity; if a player withdraws after ADR has begun, the dispute may not be refiled with ADR.
- The Operator may set proportionate parameters to prevent abuse (e.g., minimum claim thresholds) provided they comply with civil law, are transparent in the Terms & Conditions, and are acceptable to the CGA. Responsible gaming/self-exclusion matters will be prioritized regardless of monetary value.

### **5.6 ADR completion timeline**

The Operator aims for ADR completion within 90 days of escalation, subject to case complexity and timely cooperation by both parties; material deviations will be communicated to the player with reasons.

## **6. Data Protection and PII Handling During Complaints and ADR**

- The Operator will process personal data strictly for complaint intake, investigation, resolution, and regulatory/ADR obligations, applying data minimization and access controls.
- Where a complaint is escalated to ADR, the Operator will share only necessary information to enable fair resolution and will ensure secure transfer mechanisms. ADR providers are required to maintain confidentiality and data protection.
- Complaint records, correspondence, evidence, and outcomes will be retained for at least 5 years or longer if required by law; the CGA may request access for supervision and enforcement.
- Players' rights to access, rectification, and (where applicable) restriction will be respected to the extent compatible with legal and regulatory duties.
- AML/CFT obligations (including unusual/suspicious transaction reporting) may require retention and disclosure to competent authorities under FIU Curaçao processes, independent of the complaints process.

## **7. Reporting and Regulatory Interaction**

### **7.1 Biannual reporting**

From 2026, the Operator will submit biannual complaint reports to the CGA including total volume, upheld/rejected metrics, pending cases, categories, ADR escalations, and legal disputes.

### **7.2 CGA access**

The CGA may request records at any time for supervision, monitoring, and enforcement.

### **7.3 Publication and T&Cs integration**

This Policy is visible as a standalone link on each brand homepage/registration page and is clearly outlined in the Terms & Conditions, including: customer service links, required information to lodge a complaint, timelines, ADR rights and consequences, and regulatory escalation details.

## **8. Reasons for Complaint**

Players may complain about any aspect of their relationship with the Operator, including but not limited to:

- Deposit or withdrawal issues; bonus terms and disputes; account closures/restrictions; alleged errors or unfair game outcomes; responsible gaming; treatment of player balances; KYC/verification; data protection; technical/software malfunctions; AML concerns; underage gambling; suspicious/fraudulent activities; regulatory/licensing issues; unfair terms.

## **9. Transition and Compliance Deadlines**

- Complaint procedures must be uploaded to the CGA portal by the relevant CGA deadline, with ongoing alignment as policies are finalized and updated by the CGA.
- Agreement with a CGA-certified ADR must be uploaded within one month after publication of the certified ADR providers list.

## **10. Contact Information**

Customer Support

Email: [gmbvcuracao@gmail.com](mailto:gmbvcuracao@gmail.com)

Regulator – Curaçao Gaming Authority (CGA)

Role: supervision/monitoring/enforcement; does not mediate individual disputes.

Financial Intelligence Unit (FIU Curaçao) – AML/CFT Concerns

Players may consult FIU Curaçao resources regarding unusual/suspicious transactions and AML/CFT concerns; FIU operates formal channels for reporting by obligated entities and provides public information on processes and contacts.

## **11. ADR Provider Details (to be completed upon publication)**

Upon CGA publication of certified ADR providers and execution of the Operator's ADR agreement, the following will be inserted and mirrored in the Terms & Conditions:

- ADR Provider Name: [Insert Certified ADR Name]
- Website: [Insert URL]
- Email/Contact: [Insert Contact]
- Scope: Complaints not resolved internally, mediation/adjudication as appropriate, languages supported including English and the languages of the brand website(s), expected completion within 90 days barring exceptional complexity.

## **12. Governance and Human Oversight**

- All final complaint decisions are approved by trained human staff.
- AI systems, if used, only assist operationally and do not render final decisions, especially in responsible gaming or legal disputes.
- Internal quality assurance and periodic reviews will assess timeliness, fairness, language accessibility, ADR outcomes, and regulatory changes; updates will be published accordingly.

## **13. Legal Recourse**

Nothing in this Policy restricts a player's right to pursue legal action unless otherwise agreed within the ADR terms and applicable law. The Terms & Conditions will explain ADR consequences and how they affect further judicial recourse in accordance with CGA guidance.