

Continent Gaming N.V.

Complaints Policy

Internal version

mc009August 2025



Summary

1. Policy Overview	2
2. Definitions	2
3. Rights and Obligations	3
4. General Complaint rules	3
5. Complaint Handling and Resolution	4
6. Alternative Dispute Resolution (ADR)	5
7. Record-Keeping and Reporting	5
8. Grounds for Complaint	6
9. Complaint Submission Form	6
Complainant Details	6
Account Information	7
Complaint Timing	7
Complaint Category	7
Complaint Description	7
Supporting Documents (if any)	8
Declaration	8

1. Policy Overview

- 1) This Complaints Policy outlines the framework for managing player complaints and disputes in accordance with Article 5.3 of the National Ordinance on Games of Chance (Landsverordening op de kansspelen, “LOK”). It ensures a fair, transparent, and efficient process, including access to free alternative dispute resolution (ADR) services.
- 2) Compliance with this Policy is mandatory under the LOK and is subject to supervision and enforcement by the Curaçao Gaming Authority (CGA).
- 3) This Policy forms part of the operator’s Terms and Conditions.
- 4) This Complaints Policy is based on regulatory requirements under the LOK. It does not affect or override the applicable rules of private law, including, but not limited to, the provisions of Book 6 of the Civil Code of Curaçao concerning general terms and conditions. Operator remain responsible for ensuring compliance with all relevant civil law obligations independently of this policy.

2. Definitions

- 1) Player Interaction: Any written communication initiated by a player regarding the operator’s services.
- 2) Complaint: A written expression of dissatisfaction requiring a response or resolution.
- 3) Dispute: A complaint not resolved internally and escalated to an ADR provider or legal authority.
- 4) Registered Player: A natural person who has completed the registration process and holds an active account with the operator, and who is thereby entitled to make complaints under this Policy.
- 5) Responsible Gaming Complaint: A complaint involving issues of player protection, including but not limited to self-exclusion, targeting of vulnerable individuals, delays or failures in applying cooling-off periods, or other concerns under the Responsible Gaming policy.
- 6) Alternative Dispute Resolution (ADR): A process involving the impartial and independent resolution of disputes between a player and the operator by an external entity that is certified by the Curaçao Gaming Authority (CGA) for such purpose.
- 7) Curaçao Gaming Authority (CGA): The supervisory body responsible for licensing, monitoring, and enforcing compliance under the National Ordinance on Games of Chance (LOK).
- 8) Complaint Submission Form: The official form made available by the operator for players to submit formal complaints.

- 9) Escalation: The process of transferring a complaint from one resolution stage to another, such as from customer support to formal internal review or from the operator to an ADR provider.
- 10) Resolution Period: The maximum allowable timeframe for the operator to respond to or resolve a complaint, as established in this Policy, subject to limited extensions under specific conditions.

3. Rights and Obligations

- 1) Players have the right to:
 - Submit complaints free of charge within six (6) months of the relevant event.
 - In the case of P2P betting (e.g. poker) or fixed odds ante-post betting, the six-month period starts from the time the bet is settled, or the specific event is completed, not from the time it is placed.
 - In the case of complaints about in-play betting, customers have six months to lodge a complaint, but urgent action may be required if the investigation depends on data relevant to the complaint which – due to the nature of in-play betting – may become unavailable within a short period of time, as the operator cannot reasonably be expected to retain such data any longer.
 - Receive acknowledgment of their complaint within the regulatory timeframes.
 - Be informed about complaint handling procedures and expected timelines.
 - Escalate unresolved matters to an independent ADR provider, free of charge.
 - Seek further legal recourse were permitted under applicable law.
 - Contact the CGA in case of regulatory violations or license breaches.
- 2) The operator is obligated to:
 - Maintain an effective, transparent, and accessible complaints process.
 - Respond to all complaints within regulatory deadlines.
 - Offer at least one certified ADR provider and ensure accessibility to ADR.
 - Include a Complaint Submission Form and relevant guidance on the website.
 - Maintain complete and secure records of all complaints for the required retention period.
 - Submit regular reports to the CGA as required by the LOK.
 - Clearly communicate the CGA's non-mediation role.

4. General Complaint rules

- 1) Players may submit complaints up to six months from the settlement of the relevant bet or incident.
- 2) For in-running bets or data-sensitive cases, earlier submission is recommended due to potential data loss.

- 3) Only the registered player may file a complaint.
- 4) First-level support may be available via email: support@continentgaming.com.
- 5) An official Complaint Submission Form is available below in this Policy.

5. Complaint Handling and Resolution

- 1) The CGA does not mediate or decide individual complaints.
- 2) Players may contact the CGA to report malpractice or license breaches.
- 3) Complaints that involve responsible gaming concerns—such as issues related to self-exclusion, targeting of vulnerable players, or failure to implement protective measures—are treated with priority due to their potential impact on player welfare. Within two days of receiving a complaint, the operator will:
 - Confirm receipt of the complaint in writing.
 - Provide an explanation of how the complaint will be processed.
 - Provide notice of the average timeline for resolution of such complaints.

If resolution requires more time, the player must be informed, and the extended period should not exceed fourteen (14) days unless the delay is caused by lack of cooperation or incomplete information from the player.

- 4) For all other types of complaints, the operator is required to acknowledge receipt within seven (7) calendar days of submission. The operator must assess the complaint and aim to provide a final resolution within four (4) weeks. If additional time is needed due to complexity or missing information, the operator may extend the resolution period once, for up to four (4) additional weeks, provided that the player is notified in writing.
- 5) Following the review of the complaint, the operator shall issue a final decision in writing. This decision must contain either a reasoned assessment and outcome with supporting evidence, or a clear explanation for rejecting the complaint. If further information from the player is needed to complete the assessment, the operator must request it within the initial four-week resolution period. If the player does not respond in time, the operator may consider the complaint closed. The player must also be informed of their right to escalate the issue to an ADR provider if they are dissatisfied with the outcome.
- 6) The operator may use artificial intelligence (AI) to support complaint handling processes, provided that all AI-generated decisions are reviewed by human staff for fairness and consistency. AI must not be used in handling complaints that relate to responsible gaming or in any cases that are reasonably complex and require human judgment.

6. Alternative Dispute Resolution (ADR)

- 1) Full details of the ADR process are included in the operator's Terms and Conditions.
- 2) The operator undertakes to enter into a binding agreement with at least one independent Alternative Dispute Resolution (ADR) provider, certified by the Curaçao Gaming Authority (CGA), as soon as the official list of approved ADR entities is published by the CGA.
- 3) ADR services must be offered to players free of charge, and all costs associated with the ADR procedure shall be borne by the operator. Players are entitled to escalate unresolved complaints to the designated ADR provider, and once the ADR process has commenced, it cannot be restarted with a different ADR entity.
- 4) Should the player withdraw from the ADR process after initiation, the complaint may be deemed closed and not subject to re-submission.
- 5) The operator may establish reasonable parameters around the use of ADR—such as minimum claim thresholds or the binding nature of decisions—provided that such measures comply with applicable civil law, are clearly communicated to players, and are not used to unduly restrict access to redress mechanisms. It is recommended that the operator seek independent legal advice before applying such limitations.
- 6) Nothing in this section shall limit the player's right to pursue further legal action, unless otherwise mutually agreed with the ADR provider under applicable terms.

7. Record-Keeping and Reporting

- 1) The operator must submit reports to the CGA on January 15th and June 15th based on complaints submitted to the operator since the previous reporting period by players using the Complaints Submission Form. The first reports become due in January 2026.
- 2) The report will summarise the following:
 - Total number of complaints made
 - Total number of settled complaints (upheld and rejected).
 - Number of pending or unresolved complaints.
 - Number of complaints by category.
 - Number referred to ADR.
 - Number and detail of complaints for which a player has taken legal action.
- 3) Ensure transparency and compliance with ADR decisions and regulatory updates.
- 4) Records of unresolved complaints and/or complaints that have been escalated to ADR or legal proceedings will be kept for the lesser of five years or the relevant time stipulated by data protection, statute of limitations or other relevant laws or guidelines.
- 5) The CGA reserves the right to request, at any time, access to records of complaints received as well as any disputes that are pending resolution.

8. Grounds for Complaint

- 1) The player has the right to make a complaint regarding any part of their relationship with the operator, or any incident related to their participation in a game of chance. This includes (but is not limited to):
 - Deposit issues
 - Withdrawal issues
 - Bonus terms and conditions
 - Account closures or restrictions
 - Alleged errors or unfairness in game outcomes
 - Responsible gaming issues
 - Treatment of player balances
 - KYC and Verification
 - Data Protection
 - Technical or Software issues
 - AML concerns
 - Issues with minors
 - Fraudulent games
 - Fraudulent practices
 - License or regulation
 - Unfair terms and conditions

9. Complaint Submission Form

For registered players of <https://betone.com/>

Please complete all applicable fields in English or in the language of the website used.

Incomplete forms may result in delays in handling your complaint.

Complainant Details

Full Name: _____

(As registered on your gaming account)

Residential Address: _____

City / Town: _____

Postal Code: _____

Country of Residence: _____

Email Address: _____

(Used for account registration)

Phone Number (optional): _____

Account Information

Username / Account Number (if applicable): _____

Complaint Timing

Date of Complaint Submission: _____
(DD/MM/YYYY)

Date of Disputed Event / Issue: _____
(DD/MM/YYYY)

Complaint Category

Please select the category that best describes your complaint:

- ☐ Deposit issues
- ☐ Withdrawal issues
- ☐ Bonus terms and conditions
- ☐ Account closure or restriction
- ☐ Alleged game error or unfair result
- ☐ Responsible gaming/self-exclusion
- ☐ Player balance concerns
- ☐ KYC / verification process
- ☐ Data protection / privacy issue
- ☐ Software / technical malfunction
- ☐ Anti-money laundering concerns
- ☐ Underage gambling
- ☐ Fraud or manipulation
- ☐ Other regulatory breach
- ☐ Other (please specify): _____

Complaint Description

Please provide a clear and detailed description of the issue, including any relevant facts, communications with customer support, and the resolution you are seeking. Attach documents if needed.

Supporting Documents (if any)

Please attach any relevant screenshots, email correspondence, transaction history, or other files.

Declaration

I confirm that I am the registered holder of the gaming account identified above. I declare that the information provided in this form is accurate and complete to the best of my knowledge.