

## 12BET COMPLAINT POLICY

### 12.1. Policy Overview

This Player Complaints Policy establishes a fair, transparent, and efficient process for managing player complaints and disputes. It is designed in strict compliance with the requirements set forth by the Curacao Gaming Authority (CGA) under Article 5.3 of the National Ordinance on Games of Chance (LOK).

Our commitment is to provide players with a clear and accessible complaints procedure, including access to free and independent Alternative Dispute Resolution (ADR) services. This policy is an integral part of our Terms and Conditions and is readily accessible on our website.

### 12.2. Definitions

For the purposes of this policy, the following terms are defined:

- **Player Interaction:** Any written communication from a player to our customer service team, including general inquiries, feedback, or requests for information.
- **Complaint:** A written expression of dissatisfaction from a player regarding our services, decisions, or conduct that requires a formal response and resolution. A communication becomes a formal Complaint upon the submission of our official Complaint Submission Form.
- **Dispute:** A Complaint that has not been resolved to the player's satisfaction through our internal process and is escalated to an independent ADR provider or a court of law.

### 12.3. How to Submit a Complaint

#### 12.3.1 Eligibility and Timeframe

- Complaints may only be submitted by the registered player. In accordance with Article 1.3(c) of the LOK, claims against a gaming license holder cannot be sold, transferred, or pledged.
- Players may submit a Complaint free of charge at any time up to **six (6) months** from the date of the incident or the settlement of the relevant transaction.

- For peer-to-peer games (e.g., poker) and ante-post bets, this six-month period begins at the conclusion of the event or settlement of the bet.
- For in-running sports betting, we advise submitting complaints promptly, as the data required for investigation may not be available after a short period.

### **12.3.2 Complaint Submission Process**

1. **Initial Contact:** In the first instance, players should contact our Customer Support team via email or live chat to seek a resolution.
2. **Formal Complaint:** If the issue is not resolved, the player must submit a formal Complaint using our official **Complaint Submission Form**.
  - **Availability:** The form is available for online submission or as a downloadable document on our website.

**Please see Section 12.8 for the downloadable Complaint Submission Form.**

- **Required Information:** The form requires the following minimum details:
  - Complainant's full name, address, and place of residence.
  - Player account number.
  - Date of the complaint and the date of the disputed event.
  - A clear description of the conduct or issue being disputed.
- **Language:** The form is available in English and the primary language of the website domain being used.
- **Documentation:** We may request reasonable supporting documentation to investigate the Complaint.

## **12.4. Our Complaint Resolution Process**

### **12.4.1 Timeline: Responsible Gaming Complaints**

Complaints concerning responsible gaming matters are prioritized due to their potential impact on player well-being. A complaint will be categorized as a responsible gaming complaint where it concerns (including, without limitation) the targeting of vulnerable players, the availability and/or timely implementation

of self-exclusion and/or cooling-off measures, and/or any mandated consequences set out in our Responsible Gaming policy.

- **Acknowledgement:** Within **two (2) business days** of receiving a responsible gaming complaint, we will (i) confirm receipt of the complaint in writing, (ii) explain how the complaint will be processed, and (iii) provide notice of the average timeline for resolution of responsible gaming complaints.
- **Resolution:** We will use our best efforts to provide a final determination within **five (5) business days**.
- **Extensions:** If additional time is required, this period may be extended by a maximum of two (2) weeks. A further extension of two (2) weeks may apply if the delay is caused by the player's failure to provide requested information. The player will be notified in writing of any extension.

#### **12.4.2 Timeline: All Other Complaints**

- **Acknowledgement:** We will acknowledge receipt of the Complaint in writing within **one (1) week**, outlining the review process and expected timeline.
- **Resolution:** We will assess and provide a final determination within **four (4) weeks**.
- **Extension:** If the matter's complexity requires additional time, this period may be extended once by an additional four (4) weeks. The player will be notified in writing of this extension.

#### **12.4.3 Final Determination**

All players will receive a final decision on their Complaint in writing. The response will include one of the following:

- A reasoned final assessment of the Complaint's outcome, with supporting evidence where applicable.
- Detailed reasons for declining to handle the Complaint (e.g., if the player fails to provide reasonably requested information within the resolution period).
- If the player is not satisfied with the outcome, the final determination will confirm their right to escalate the matter to an independent ADR provider at no cost.

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

AI may be used to assist in handling initial interactions. However, once a matter is identified as a Responsible Gaming Complaint or is otherwise deemed complex, all subsequent communications and decisions will be managed by a human agent.

## 12.5. Alternative Dispute Resolution (ADR)

Should a Complaint remain unresolved to your satisfaction, you have the right to escalate the matter to an independent ADR provider.

- **Free of Charge:** This service is provided free of charge to the player. All costs associated with the ADR process will be borne by us.
- **CGA-Certified Provider:** We will have an agreement with at least one ADR provider certified by the CGA. Contact details and the process for initiating ADR will be clearly detailed in our Terms and Conditions and provided in our final determination letter.
- **ADR Usage Parameters:** Provision of ADR services by us is mandatory. We may establish reasonable parameters for the use of ADR services in order to prevent abuse. Such parameters may include (by way of example) whether ADR must be undertaken before a player can initiate legal proceedings, whether an ADR outcome is binding, and/or whether a minimum claim value applies for escalation to ADR. Any such measures will be fair, proportionate, and in line with applicable legal and regulatory obligations. Players are encouraged to seek independent legal advice where appropriate regarding their rights in relation to dispute resolution.
- **Finality:** Once an ADR process is completed, the dispute cannot be re-commenced with a different ADR entity by either party.
- **Legal Rights:** This ADR process does not restrict a player's right to bring proceedings in a court of competent jurisdiction, subject to any binding agreements made within the ADR process.
- **Player drop-out:** If the player withdraws from or otherwise drops out of the ADR process after it has commenced, the player shall not have the right to resurface, re-open, or resubmit the dispute in the future.

## 12.6. Reasons for a Complaint

A player may submit a complaint regarding any aspect of their experience with us. This is not an exhaustive list, but common reasons include:

- Deposits and Withdrawals
- Bonuses and Promotions
- Account Closure or Restrictions
- Game Outcomes or Fairness
- Responsible Gaming Controls
- Know Your Customer (KYC) and Verification
- Data Protection and Privacy
- Technical or Software Issues
- Anti-Money Laundering (AML) Concerns
- Fraudulent Practices or Unfair Terms

## 12.7. Role of the Curacao Gaming Authority (CGA)

The CGA is the regulatory body responsible for licensing and supervising gaming operators in Curacao.

- The CGA does not mediate or resolve individual player complaints. Its role is to ensure that operators like us adhere to all license conditions, including this Complaints Policy.
- While the CGA will not overturn a decision made by us or an ADR provider, players retain the right to contact the CGA directly if they believe we are in breach of our license conditions or regulatory obligations.

## 12.8. Complaint Submission Form

**12.8.1** The Complaint Submission Form for submitting a formal complaint can be found and downloaded here:

English:

[[https://banner.picasso12.com/Static/static/12BET%20Official%20Complaint%20Submission%20Form\\_draft\\_cln-EN.docx](https://banner.picasso12.com/Static/static/12BET%20Official%20Complaint%20Submission%20Form_draft_cln-EN.docx)]

**12.8.2** Upon completion of the Complaint Submission Form, please email the filled-out form to: **[support.my@12csd.com](mailto:support.my@12csd.com)**

## **12.9. Record-Keeping and Reporting**

We are committed to maintaining accurate records of all complaints and ensuring compliance with reporting obligations as required by the Curacao Gaming Authority (CGA).

### **12.9.1 Record-Keeping**

We will maintain detailed and accurate records of all Complaints submitted through the official Complaint Submission Form, including but not limited to:

- The date the Complaint was received
- The nature and category of the Complaint
- The status of the Complaint (e.g., pending, resolved, rejected)
- The outcome of the Complaint, including whether it was upheld or rejected
- Any supporting documentation provided by the player
- Any communications exchanged during the investigation process
- Whether the Complaint was escalated to an Alternative Dispute Resolution (ADR) provider or legal proceedings

Records of Complaints, including those that remain unresolved or have been escalated to ADR or legal proceedings, will be retained for a minimum period of five (5) years, or for a shorter period where required by applicable data protection laws or statutory limitations.

We will ensure that all records are stored securely and handled in accordance with applicable data protection and privacy regulations.

### **12.9.2 Reporting to the CGA**

In accordance with regulatory requirements, we will submit periodic reports to the Curacao Gaming Authority (CGA) detailing Complaints received from players.

Reports will be submitted twice per year, no later than:

- 15 January (covering the previous reporting period), and
- 15 June (covering the preceding reporting period)

Each report will include, at a minimum:

- The total number of Complaints received
- The total number of resolved Complaints, including those upheld and rejected
- The number of pending or unresolved Complaints
- A breakdown of Complaints by category

- The number of Complaints escalated to ADR
- The number and general nature of Complaints that have resulted in legal proceedings

We will ensure that all reports are accurate, complete, and submitted within the required timelines.

### **12.9.3 Regulatory Access and Compliance**

The CGA reserves the right to request access to Complaint records at any time for supervisory, monitoring, or enforcement purposes. We will provide full cooperation with any such requests and ensure transparency in our Complaint handling processes. We will also ensure ongoing compliance with any updates to CGA reporting requirements or regulatory obligations.