

LUCKYROO N.V.

Complaints Policy

Approved by the Board of Directors:



Morganite Corporate Services B.V.
Managing Director

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1. Overview of the Player Complaints Policy

This Player Complaints Policy (“Policy”) has been formally adopted and published by Luckyroo N.V., a private limited liability company incorporated under the laws of Curaçao, registered with company number 163606, and duly licensed by the Curaçao Gaming Control Board under license number OGL/2024/1371/0694.

This Policy establishes a comprehensive framework for receiving, handling, and resolving Complaints submitted by Players. It reflects Luckyroo N.V.’s commitment to maintaining the highest standards of fairness, transparency, and Player protection, in full compliance with Article 5.3 of the National Ordinance on Games of Chance (Landsverordening op de Kansspelen, LOK) and the supervisory guidelines issued by the Curaçao Gaming Authority (CGA).

The purpose of this Policy is to provide all Players with access to an impartial and effective complaints resolution process. It ensures that Player concerns are addressed promptly and equitably and affirms the right of Players to escalate unresolved Complaints to independent and cost-free Alternative Dispute Resolution (ADR) services, as required by Curaçao’s regulatory framework.

This Policy applies to all Players from the moment they register an account and use the gaming services provided by Luckyroo N.V. Acceptance of this Policy is confirmed either through explicit acknowledgment during registration, such as ticking a checkbox or accepting a pop-up notification, or through continued use of the company’s services.

The provisions contained in this Policy are designed to complement and operate in harmony with applicable private law obligations, including but not limited to those set out in Book 6 of the Civil Code of Curaçao concerning general terms and conditions. Nothing in this Policy shall be interpreted as limiting or overriding any rights afforded to Players under civil law.

2. Definitions

For the purposes of this Complaints Policy, the following definitions shall apply:

Player

A Player refers to any natural person who has successfully registered an account with Luckyroo N.V., completed all mandatory identity verification and due diligence requirements in accordance with regulatory standards, and engaged in one or more gaming activities offered on the company’s licensed platform.

Complaint

A Complaint means any written statement submitted by a Player expressing dissatisfaction with any aspect of Luckyroo N.V.’s services, decisions, operations, or terms, and in which the Player seeks a response, clarification, or corrective action.

Dispute

A Dispute arises when a Complaint remains unresolved to the Player’s satisfaction after the completion of the internal complaints process and has been escalated to an independent Alternative Dispute Resolution (ADR) provider or, where applicable, to a competent court of law.

Alternative Dispute Resolution (ADR)

Alternative Dispute Resolution (ADR) refers to the impartial process conducted by an independent entity certified by the Curaçao Gaming Authority (CGA) for reviewing and resolving unresolved Complaints between Players and Luckyroo N.V. ADR services are

offered free of charge to the Player, with all costs borne entirely by the company.

Responsible Gaming Complaint

A Responsible Gaming Complaint includes any issue raised by a Player regarding the implementation or enforcement of responsible gambling measures. This includes the timely processing of self-exclusion or cooling-off requests and any alleged failure to safeguard vulnerable individuals in accordance with Luckyroo N.V.'s Responsible Gaming Policy.

Technical Issue

A Technical Issue means any failure, malfunction, or disruption in the software, hardware, or systems operated by Luckyroo N.V. that affects a Player's ability to access or participate in gaming activities, whether through desktop, mobile, or other supported platforms.

Fraudulent Activity

Fraudulent Activity encompasses any act, omission, or scheme intended to mislead, defraud, or secure an unfair advantage within the company's gaming services. Examples include unauthorized account access, the use of automated tools or bots, bonus abuse, or submission of falsified documents for identity verification.

Complaint Handler

The Complaint Handler refers to the designated personnel or team within Luckyroo N.V. responsible for receiving, investigating, and resolving Player Complaints in accordance with this Policy. Complaint Handlers are trained in regulatory compliance requirements and are expected to perform their duties impartially and professionally.

3. Complaint Submission Process

3.1 Timeframe for Filing a Complaint

Players of Luckyroo N.V. may submit a Complaint within six calendar months from the date a bet was settled, the occurrence of the relevant incident, or the conclusion of the gaming event to which the Complaint pertains. This six-month timeframe applies to all gaming activities provided by the company, including peer-to-peer games such as poker, ante-post fixed odds betting, and in-play sports betting markets.

For in-play betting markets, where outcomes and decisions depend on rapidly changing data, Players are strongly encouraged to submit their Complaints as soon as possible. This recommendation recognizes that certain data points may not remain accessible indefinitely due to their transient nature, and Luckyroo N.V. cannot reasonably be expected to preserve such information beyond standard retention periods.

3.2 Procedure for Submitting a Complaint

To maintain fairness and consistency, only registered Players may submit a Complaint. All Complaints must be submitted using the official Complaint Submission Form provided by Luckyroo N.V., available in the following formats:

- A downloadable PDF or Word document accessible via the company's website, which can be completed and submitted by email (or)
- An interactive online form that can be completed and submitted directly through the Player's account dashboard.

The Complaint Submission Form requires Players to provide, at a minimum, the following

information:

- Full name, residential address, and Player account identifier (if applicable).
- The date of submission and the date of the event or decision prompting the Complaint.
- A detailed description of the issue, supported where possible by relevant documentation or evidence.
- Selection of the appropriate category of Complaint from a predefined list (e.g., deposit issues, withdrawal concerns, technical malfunctions, Responsible Gaming matters).

Players should note that Luckyroo N.V. may request additional information or documentation necessary to conduct a thorough and fair investigation. Any such requests will be proportionate to the complexity and nature of the Complaint.

3.3 Role of the Curaçao Gaming Authority (CGA)

Players are advised that the Curaçao Gaming Authority does not intervene in individual disputes between Players and licensed operators. The CGA's role within the complaints framework is supervisory, using aggregated Complaint data to monitor operator compliance and support regulatory enforcement activities.

However, Players retain the right to contact the CGA directly if they believe Luckyroo N.V. has engaged in regulatory non-compliance, malpractice, or violations of its licensing conditions. The company will not impose any restrictions on a Player's ability to raise such concerns with the regulator.

4. Complaint Resolution Process

4.1 Prioritization of Complaints

All Complaints received by Luckyroo N.V. will be recorded systematically and assessed to establish their priority. Complaints that involve Responsible Gaming issues—such as failures to implement self-exclusion measures or allegations of targeting vulnerable individuals—will be prioritized for expedited handling due to their potential impact on Player welfare.

For Responsible Gaming Complaints, the company will aim to provide a final response within five business days. In exceptional circumstances where additional time is required due to case complexity or external factors, this period may be extended by up to two additional weeks.

All other categories of Complaints will be addressed in the order they are received, with an initial target resolution timeframe of four weeks. This period may be extended once for up to an additional four weeks for Complaints that are particularly complex or require extensive evidence gathering.

4.2 Acknowledgment of Receipt

Upon receiving a Complaint, Luckyroo N.V. will send a formal acknowledgment in writing within the following timeframes:

- Within two calendar days for Responsible Gaming Complaints.
- Within seven calendar days for all other types of Complaints.

This acknowledgment will include:

- Confirmation of receipt and assignment of a unique reference number for tracking purposes.
- A clear explanation of the steps that will be followed during the investigation and resolution process.
- An estimated timeline for resolution, including information on possible extensions and the reasons they may be necessary.

4.3 Investigation and Resolution

Each Complaint will be thoroughly and impartially investigated. The process will include:

- Reviewing relevant account details, transaction logs, system records, and communication histories.
- Consulting with internal departments such as Customer Support, Compliance, and Technical Operations to gain a full understanding of the matter.
- Requesting supplementary information or documentation from the Player where necessary to support the investigation.

The Complaint Handler will oversee the process, ensuring diligence and transparency throughout. Upon conclusion of the investigation, the Player will receive:

- A detailed written explanation of the outcome, including supporting evidence where applicable.
- Clear instructions on how to escalate the matter to an Alternative Dispute Resolution (ADR) provider if the Player is not satisfied with the resolution.
- Contact details for the ADR provider(s) engaged by Luckyroo N.V.

4.4 Use of Artificial Intelligence (AI)

Luckyroo N.V. may employ artificial intelligence tools to assist with certain aspects of complaint management, such as case triaging or pattern analysis. However, human oversight remains mandatory in the following situations:

- Complaints involving Responsible Gaming issues.
- Complaints of a complex nature or those involving sensitive personal or financial information.

All AI-assisted resolutions will be reviewed to ensure fairness, accuracy, and compliance with regulatory standards, safeguarding the rights of Players throughout the process.

5. Alternative Dispute Resolution (ADR)

5.1 Access to ADR Services

If a Player remains dissatisfied after completing Luckyroo N.V.'s internal complaints procedure, they have the right to escalate the matter to an independent Alternative Dispute Resolution (ADR) provider. ADR services are offered to Players at no cost, with all related expenses fully covered by Luckyroo N.V. in accordance with its regulatory obligations.

5.2 Binding Nature of ADR Decisions

Once an ADR process concludes and a determination is issued, neither the Player nor Luckyroo N.V. may reopen the same matter with another ADR provider. However, Players retain the right to pursue legal remedies through the appropriate judicial system if the ADR decision is not binding under applicable private law.

5.3 Safeguards Against Misuse of ADR

To prevent misuse of ADR services, Luckyroo N.V. may, after consultation with legal advisors, establish reasonable parameters for referrals. These may include minimum claim thresholds or other criteria designed to maintain the integrity of the process. Such measures will remain fair, proportionate, and compliant with applicable civil legislation and are subject to oversight by the Curaçao Gaming Authority.

6. Record-Keeping and Reporting

6.1 Maintenance of Records

Luckyroo N.V. acknowledges its responsibility under Curaçao's regulatory framework to maintain comprehensive, accurate, and securely stored records of all Complaints submitted by Players. These records include, but are not limited to:

- Copies of all Complaint Submission Forms received, whether submitted electronically or in physical form.
- All correspondence between Players and the company's representatives during the complaint resolution process.
- Internal investigation reports and supporting documentation, such as account histories, transaction logs, and technical reports where applicable.
- Records of referrals or escalations to ADR providers and any legal proceedings initiated by either party.

These records are retained for a minimum of five years from the date of final resolution of the Complaint, unless a shorter retention period is mandated by applicable data protection laws, statutes of limitation, or other legal requirements. Luckyroo N.V. ensures its data retention practices are fully compliant with Curaçao's regulatory standards and relevant privacy laws.

6.2 Reporting to the Regulatory Authority

In addition to internal recordkeeping, Luckyroo N.V. submits detailed biannual reports to the Curaçao Gaming Authority (CGA). These reports, due on January 15th and June 15th each year, include:

- The total number of Complaints submitted by Players during the reporting period.
- A detailed breakdown of resolved Complaints, indicating how many were upheld in favor of the Player and how many were rejected.
- The number of Complaints still pending or unresolved at the reporting date.
- Categorization of Complaints by type, such as technical issues, payment delays, or Responsible Gaming concerns.
- The number of Complaints escalated to ADR and the outcomes of these escalations.
- The number and nature of cases where Players have initiated legal action against the company.

The CGA may request access to Complaint records at any time to fulfill its supervisory functions. Luckyroo N.V. will fully cooperate and provide the requested information promptly and in the prescribed format.

7. Integration with Terms and Conditions

This Complaints Policy forms an integral part of Luckyroo N.V.'s Terms and Conditions and is made available to all Players in a clear, prominent, and easily accessible format.

To ensure transparency and accessibility, Luckyroo N.V. implements the following measures:

- Publishes the full Complaints Policy as a standalone document, accessible via a conspicuous link on the company's homepage, registration page, and within the Player account dashboard.
- Includes a concise summary of the complaints procedure within the Terms and Conditions, supplemented by direct hyperlinks leading to the complete Policy text.
- Requires Players to expressly acknowledge and accept the Complaints Policy during the account registration process, using mechanisms such as a mandatory confirmation checkbox or pop-up notification to ensure informed consent.

The Terms and Conditions also provide:

- A clear outline of the complaint submission process and the timelines for resolution.
- Information on the Player's right to escalate unresolved Complaints to an independent Alternative Dispute Resolution (ADR) provider and to seek further legal remedies where applicable under the law.
- A statement clarifying that while the Curaçao Gaming Authority (CGA) does not mediate individual disputes, it may be contacted regarding concerns about regulatory

non-compliance or breaches of licensing obligations.

8. Reasons for Submitting a Complaint

Players of Luckyroo N.V. are entitled to raise Complaints regarding any aspect of their interaction with the company's gaming and betting services. The following examples, while not exhaustive, illustrate common types of issues for which a Complaint may be submitted:

- **Deposit Issues** – Delays, errors, or non-processing of funds when crediting deposits to Player accounts.
- **Withdrawal Issues** – Disputes over withdrawal requests, including perceived delays, denials, or partial payments.
- **Bonus Terms and Conditions** – Concerns about the fairness, clarity, or enforcement of promotional offers and bonus requirements.
- **Account Closures or Restrictions** – Allegations of unjustified account suspension, closure, or imposition of access restrictions.
- **Game Fairness** – Issues relating to software errors, technical malfunctions, or outcomes that Players perceive as unfair.
- **Responsible Gaming Concerns** – Complaints regarding failures to implement or honor self-exclusion requests, cooling-off periods, or other responsible gambling measures.
- **KYC and Verification Procedures** – Concerns over delays, difficulties, or perceived unfairness in identity verification and due diligence processes.
- **Data Protection and Privacy** – Issues regarding the handling, storage, or protection of Player personal data.
- **Technical or Software Malfunctions** – Problems with platform accessibility, functionality, or user interface performance.
- **Fraudulent Activities** – Allegations of fraudulent conduct by third parties or the operator itself.
- **Minors' Access** – Reports of underage individuals gaining unauthorized access to the gaming platform.
- **License or Regulatory Breaches** – Suspected violations of licensing conditions or regulatory obligations imposed on Luckyroo N.V.

Players are encouraged to provide detailed descriptions and supporting evidence when submitting a Complaint to enable a thorough and efficient investigation.

9. Governing Law and Jurisdiction

This Complaints Policy is governed by and shall be interpreted in accordance with the laws of Curaçao. Any legal proceedings arising from or related to this Policy, which are not resolved through Luckyroo N.V.'s internal complaints process or via Alternative Dispute Resolution (ADR), shall be subject to the exclusive jurisdiction of the competent courts of

Curaçao.

This provision does not prejudice the rights of Players to initiate legal action in their country of residence where such rights are provided under applicable local laws.

10. Contact Information

Players wishing to submit a Complaint or request additional information may contact Luckyroo N.V. using any of the following channels:

- **General Enquiries:** info-en@betwinner.llc
- **Complaints Department:** complaints@betwinner.llc
- **Live Chat Support:** Available 24/7 via the company's website at <https://betwinner.llc/en>
- **Complaint Submission Form:** Accessible online at <https://betwinner.llc/en>
- **Alternative Dispute Resolution (ADR):** Information available at <https://betwinner.llc/en>
- **Curaçao Gaming Authority:** <https://www.gamingcontrolcuracao.org/>