

LUCKYROO N.V.

Company No. 163606

License No. OGL/2024/1371/0694

Registered address: Seru Loraweg 17C, Willemstad, Curaçao

Website: <https://betwinner.llc/en>

PLAYER COMPLAINTS POLICY

Approved by: the Board of Directors



(SMES)

**Solutions for Management
and Employment Support N.V.**

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1. Policy Overview

This Player Complaints Policy (the “Policy”) has been formally adopted and published by LUCKYROO N.V., a company incorporated under the laws of Curaçao with company number 163606, licensed by the Curaçao Gaming Control Board under license number OGL/2024/1371/0694. The Company’s registered office is located at Seru Loraweg 17C, Willemstad, Curaçao.

This Policy outlines the framework for managing player complaints and disputes, ensuring a transparent, fair, and efficient process in alignment with the requirements under Article 5.3 of the National Ordinance on Games of Chance (Landsverordening op de kansspelen, LOK). Adherence to this Policy is a requirement under the LOK, and failure to comply will be addressed by the Curaçao Gaming Authority (CGA) in accordance with its supervision, monitoring and enforcement procedures.

This Policy guarantees players access to a straightforward and effective complaint and dispute resolution process, including free Alternative Dispute Resolution (ADR) services that prioritise quality and independence.

The Company’s complaints procedure is clearly included and referenced in the Company’s Terms and Conditions and is published as a standalone document accessible from the website homepage and registration page. Acceptance of this Policy is confirmed by the player through explicit acknowledgment during registration (such as ticking a checkbox or accepting a pop-up notification) or by continued use of the Company’s services.

This 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. Nothing in this Policy shall diminish or override a player’s rights under applicable civil law.

2. Definitions

2.1 Player Interaction

Any written communication initiated by a player and directed to the Company’s customer service team, including general enquiries, feedback, or requests for information, assistance, or clarification.

2.2 Complaint

A written expression of dissatisfaction by a player relating to the Company’s services, decisions, terms, or conduct, which indicates the player is unhappy and expects a response or resolution. For the purpose of the reporting requirements (Clause 6), a Complaint arises when a Complaint Submission Form (Clause 3.2) has been submitted by the player to the Company and/or a complaint has been escalated to ADR.

2.3 Dispute

A Complaint that has not been resolved to the player's satisfaction through the internal complaints process and has been escalated, either within the organisation or to an independent third party (such as an ADR provider or a court of law).

2.4 Player

A Player is any individual who has successfully registered an account with LUCKYROO N.V., completed all required identity verification and customer due diligence checks, and has engaged in gaming or betting activities on the Company's licensed platform.

2.5 ADR

ADR is an impartial process, carried out by an independent body certified by the Curaçao Gaming Authority (CGA), to review and resolve Complaints that cannot be settled internally. ADR is free for Players, with all costs covered by LUCKYROO N.V.

2.6 Responsible Gaming Complaint

A Responsible Gaming Complaint refers to any concern raised by a Player about the effectiveness or enforcement of responsible gambling measures, such as the timely application of self-exclusion or cooling-off periods, or failures to protect vulnerable individuals in line with LUCKYROO N.V.'s policies.

2.7 Technical Issue

A Technical Issue is any failure or malfunction in the systems, software, or hardware operated by LUCKYROO N.V. that disrupts a Player's ability to access or participate in gaming activities, whether on desktop, mobile, or other supported platforms.

2.8 Fraudulent Activity

Fraudulent Activity means any act or attempted act intended to deceive, defraud, or improperly manipulate the Company's systems, services, or operations to obtain an unfair or unlawful advantage. This includes, but is not limited to, unauthorized access to player accounts, the use of automated software or tools, bonus abuse, identity fraud, and the submission of false, forged, or misleading identification documents or other information.

2.9 Complaint Handler

Complaint Handler means the individual or designated team within LUCKYROO N.V. responsible for receiving, assessing, investigating, and resolving Player Complaints in accordance with this Policy and all applicable legal and regulatory requirements.

3. Complaint Submission Process

3.1 Complaint Window

This Policy applies to all players of the Company from the date of licence issuance.

Players may lodge a complaint free of charge at any time up to six (6) months from the settlement of the bet or the incident about which they are making a complaint.

In the case of P2P (such as poker) or ante-post fixed-odds betting, the six-month period begins after bet settlement or the conclusion of a specific event, rather than the placement of the wager.

In the case of complaints about in-running sports betting, players are advised that, while they may submit a complaint within six months, prompt action may be necessary because the investigation may depend on data that — due to the nature of in-running betting — may no longer be available after a short period, insofar as the Company cannot reasonably be expected to preserve such data any longer.

3.2 Stages / Escalation of Complaint Resolution

1. Complaints can only be made by the registered player. Article 1.3(c) of the LOK provides that a player may not sell, donate, rent out, lease, pawn, or pledge, under any title, any of their claims against a CGA license holder.
2. In the first instance, the Company offers customer support via email and/or live chat.
3. An official Complaint Submission Form is available to the player. The form is either downloadable (to be completed and emailed or uploaded) and/or completed and submitted online. The form is available in English and in the language of the website/domain the player is using, and includes at a minimum: (i) the complainant's name, address, and place of residence; (ii) the complainant's account number (if applicable); (iii) the date of the complaint and the date of the disputed event; and (iv) a description of the conduct being disputed (using pre-determined category topics where applicable).
4. The Company may request supporting documentation reasonably required in the context of complaint resolution.
5. The Company offers an ADR option to players, subject to the requirements of Clause 5.
6. Except where mutually agreed under specific terms of ADR (Clause 5), the Company does not restrict the right of the player to take legal action.

3.3 Role of the CGA

1. It is the Company's responsibility to make the role of the CGA clear to the player in the Terms and Conditions.
2. The CGA will not resolve or make decisions on individual player complaints regarding gambling-related transactions on the Company's website(s).
3. Unless deemed to be inadequately handled, decisions made by the Company and/or the ADR provider will not be subject to review or overturning by the CGA.
4. The Company does not restrict the player's ability to contact the CGA directly regarding matters including, but not limited to, malpractice, breach of license conditions, or whistleblowing.

5. While the CGA does not mediate in individual disputes, it may use complaint information to support its supervisory and enforcement actions.

4. Complaint Resolution Process

4.1 Timeline: Responsible Gaming Complaints

Complaints related to responsible gaming are prioritised due to the potential impact on player well-being. A complaint is categorised as related to responsible gaming whenever it concerns the targeting of vulnerable players, the availability and/or timely implementation of self-exclusion and/or cooling-off, and the mandated consequences thereof as set out in the Responsible Gaming policy.

The Company uses best efforts to resolve such cases within five (5) business days. Within two (2) days of receiving the complaint, the Company will confirm receipt in writing, explain how the complaint will be processed, and provide notice of the average timeline for resolution.

If more time is needed to make a reasonable and informed decision, the player will be informed of the delay, which cannot exceed two (2) weeks. If the delay is due to a lack of, or a slow, response from the player, the resolution period may be extended by no more than a further two (2) weeks.

4.2 Timeline: All Other Complaint Types

The Company will assess and respond to all other complaints within four (4) weeks. If necessary, due to complexity or lack of information, this period may be extended once by an additional four (4) weeks, with prior written notice to the player.

Within one (1) week of receiving the complaint, the Company will confirm receipt in writing, explain how the complaint will be processed, and provide notice of the average timeline for resolution.

4.3 Investigation

All Complaints will be investigated thoroughly and impartially. This process involves:

- Review of all relevant account information, transaction logs, system records, and communication histories.
- Consultation with relevant internal departments (such as Customer Support, Compliance, Technical Operations) to ensure a holistic understanding of the Complaint.
- Requests to the Player for any supplementary information required to advance the investigation.

The Complaint Handler will ensure that investigations are conducted with diligence and transparency and that Players receive reasoned decisions supported by evidence.

4.4 Response and Resolution

A player will always receive a final determination of their complaint in writing. The response will be either:

1. a reasoned final assessment of the outcome/resolution of the complaint, with supporting evidence where necessary or applicable;
2. detailed reasons for not handling the complaint (if additional information was reasonably required, the Company must have requested it within the initial four-week period; should the player not provide it within that period, the Company may reject the complaint); or
3. where the player remains unsatisfied and makes a further complaint to that effect, notice that they may escalate the matter to an independent ADR entity.

4.5 Artificial Intelligence (AI)

The use of AI is permissible under this Policy subject to the following terms:

1. Once a player complaint has been identified as pertaining to Responsible Gaming (Clause 4.1), communications with the player will be conducted by a human, not AI.
2. Complaints that can reasonably be considered complex will be dealt with by a human, not AI.
3. AI records will be monitored to ensure that solutions/recommendations are reasonable and consistent across players with like-for-like complaints.

5. Alternative Dispute Resolution (ADR)

In order to comply with its license conditions under the LOK, the Company offers independent ADR services to its players in accordance with the CGA's ADR Policy. The Company has concluded an agreement and commenced cooperation with the CGA-certified ADR centre CADRE B.V. [License No. CGA/ADR/2025/01; postal address for correspondence: Scharlooweg 39, Curaçao].

1. Full details of the ADR process are included in the Company's Terms and Conditions.
2. The Company has uploaded to the CGA Portal an agreement with at least one CGA-Certified ADR entity within one month of the publication of the Certified ADR Providers on the official website.
3. If a complaint cannot be resolved internally, players are entitled to escalate the matter to the independent ADR provider free of charge. For the avoidance of doubt, the Company bears all costs of the ADR process.
4. Where a complaint is not resolved to the player's satisfaction and the complaint amount exceeds €500 [this threshold will remain in force only for as long as it is not objected to by the CGA], the matter may be escalated to CADRE B.V.
5. Once the ADR process is completed, it cannot be recommenced by either the player or the Company with a different ADR entity.
6. If the player drops out of the ADR process after it has already begun, the player does not have the right to resurface the dispute in the future.
7. Provision of ADR services by the Company is mandatory. Any parameters set to prevent abuse (such as whether ADR must be undertaken before legal proceedings, the binding nature of the

ADR outcome, or a minimum claim value) are applied proportionately and in compliance with applicable civil legislation, following independent legal advice. Each case is assessed on its own merits; for example, a claim concerning the admission of a self-excluded person will be taken seriously regardless of the monetary value involved.

6. Record-Keeping and Reporting

The Company will submit reports to the CGA on 15 January and 15 June, based on complaints submitted since the previous reporting period by players using the Complaint Submission Form (the first reports being due in January 2026). Each report will summarise:

- the total number of complaints made;
- the total number of settled complaints (upheld and rejected);
- the number of pending or unresolved complaints;
- the number of complaints by category;
- the number referred to ADR; and
- the number and detail of complaints for which a player has taken legal action.

The Company will ensure transparency and compliance with ADR decisions and regulatory updates. Records of unresolved complaints and/or complaints escalated to ADR or legal proceedings will be kept for the lesser of five (5) years or the period stipulated by data protection, statute of limitations, or other relevant laws or guidelines. The CGA reserves the right to request access to records of complaints and pending disputes at any time.

7. Terms and Conditions

The complaints procedure statement is visible and accessible on the Company's website as a standalone link or document, and is also clearly outlined in the Terms and Conditions. The information provided includes, at a minimum:

1. links to customer service and information on how to contact the Company;
2. details of the information required for a player to make a complaint, with links to the online form and/or downloadable PDF/Word document;
3. timelines for responses and resolution;
4. player rights to complain, including explicit rights to ADR services and regulatory escalation;
5. an explanation of the potential consequences of the ADR entity's decision and how this affects the player's right to further legal and judicial recourse;
6. details of the ADR process and player rights;
7. contact information for the ADR provider, CADRE B.V.; and

8. clear information that the CGA does not mediate in individual disputes, but that a player who believes the Company is in breach of regulations may contact the CGA.

8. Reasons for Complaint

A player has the right to make a complaint regarding any part of their relationship with the Company, or any incident related to their participation in a game of chance. This includes, but is not limited to:

1. Deposit issues
2. Withdrawal issues
3. Bonus terms and conditions
4. Account closures or restrictions
5. Alleged errors or unfairness in game outcomes
6. Responsible gaming issues
7. Treatment of player balances
8. KYC and verification
9. Data protection
10. Technical or software issues
11. AML concerns
12. Issues with minors
13. Fraudulent games
14. Fraudulent practices
15. License or regulation

9. Governing Law and Jurisdiction

This Policy is governed by, and construed in accordance with, the laws of Curacao. Complaints may be submitted to the Company customer service team via the channels published at <https://betwinner.llc/en>. Contact details for the ADR provider, CADRE B.V., are set out in Clause 5 and in the Terms and Conditions.

10. Contact Information

Players who wish to file a Complaint or require further assistance may contact LUCKYROO N.V. through the following channels:

- General Enquiries: info-en@betwinner.llc
- Complaints: complaints@betwinner.llc

- Live Chat Support: Available at all times through <https://betwinner.llc/en>
- Complaint Submission Form: Accessible via <https://betwinner.llc/en>
- Alternative Dispute Resolution (ADR) Information: CADRE B.V. (License No. CGA/ADR/2025/01), Scharlooweg 39, Curaçao; also available at <https://betwinner.llc/en>
- Curaçao Gaming Authority: <https://www.gamingcontrolcuracao.org/>