

Player Complaints Policy

Oddcraze N.V.

(A company registered in Curaçao with registration number 163262)

Registered Office: Kaya W.F.G. (Jombi) Mensing 24 Unit A,
Curaçao

Effective Date: 25.07.2025

1. Overview

This Player Complaints Policy (the “Policy”) is established in full compliance with Article 5.3 of the National Ordinance on Games of Chance (*Landsverordening op de kansspelen*, “**LOK**”) and the requirements set forth in the Curaçao Gaming Authority’s (CGA) Player Complaints Policy Guidelines v1.1.

Oddcraze N.V., a company incorporated in Curaçao under registration number 163263, with its registered office at Kaya W.F.G. (Jombi) Mensing 24 Unit A, Curaçao (hereinafter referred to as the “Company,” “we,” “us,” or “our”), acts as the licensed Operator and is committed to maintaining a transparent, fair, efficient, and timely process for handling and resolving player complaints and disputes.

This Policy forms an integral part of our general Terms and Conditions. By using our services, players acknowledge and agree to be bound by the provisions of this Policy. Where required by applicable laws or at the Company’s discretion, players may also be asked to confirm their acceptance of this Policy through explicit means such as a checkbox at registration, an in-app popup, or other forms of electronic confirmation.

The Company may publish this Policy as a standalone document, making it accessible via a clearly identifiable link on our homepage and/or during the user registration process.

This Policy sets out the procedure for submission, handling, and resolution of player complaints, including access to free Alternative Dispute Resolution (ADR) services, in accordance with applicable regulatory requirements. Failure to comply with this Policy may result in supervisory or enforcement action by the Curaçao Gaming Authority (CGA).

2. Definitions

2.1 Player Interaction - Any enquiry, feedback, or request for assistance initiated by a player in writing and handled by customer support of the Operator.

2.2 Complaint - A formal, written notification from a registered player expressing dissatisfaction with the services, decisions, or conduct of the Operator, and requesting a resolution or response.

2.3 Dispute - A complaint that remains unresolved after all internal procedures have been exhausted and further escalated to a higher authority, such as an independent ADR body or a court.

2.4 ADR - An independent and CGA-accredited body that reviews and decides on unresolved complaints.

3. Complaint Submission Process

3.1 This Policy applies to all players of the Operator who engage with services provided under the gaming license issued pursuant to the LOK, effective from the date of license issuance.

3.2 Players may submit complaints free of charge at any time within six (6) months from the date of bet settlement or the occurrence of the relevant incident, whichever applies.

3.3 For peer-to-peer (P2P) games and ante-post bets, the six-month period shall commence from the date of bet settlement or the conclusion of the specific event, rather than from the original date on which the wager was placed.

3.4 In the case of in-running (live) sports betting, players are strongly encouraged to file complaints as soon as possible, and always within the six-month window. Due to the nature of live betting, certain data related to such events may not be retained for extended periods, which may affect the ability to fully assess the complaint.

4. Stages and escalations of complaint resolution

4.1 Only registered players are permitted to file complaints under this Policy. In accordance with Article 1.3(c) of the LOK, players are expressly prohibited from transferring, selling, donating, renting, leasing, pledging, or otherwise assigning any claim against a licensed operator to any third party, under any circumstances.

4.2 Players are required to initially contact the Operator’s customer support team to resolve any issue. Support may be accessed via email or live chat, available through the Operator’s official website.

4.3 If the matter is not satisfactorily resolved through customer support, the player may proceed to formally submit a complaint via email. The complaint must clearly describe the issue and include any relevant details or supporting evidence.

4.4 The Operator reserves the right to request reasonable and relevant additional information or documentation from the player as part of the complaint resolution process. Such requests shall be strictly limited to what is necessary to assess and resolve the complaint.

4.5 If the complaint remains unresolved to the player's satisfaction, the player may escalate the matter to an independent Alternative Dispute Resolution (ADR) provider in accordance with Clause 8 of this Policy, or pursue other available legal remedies.

4.6 Unless otherwise agreed within the terms of a specific ADR process, the Operator shall not restrict or waive the player's right to seek independent legal action at any time.

5. The role of the CGA

5.1 The Operator is responsible for clearly stating the role of CGA in its Terms and Conditions.

5.2 CGA will not resolve claims of players regarding its transactions on the Operator's web-site. Except where the decision made by an ADR provider or the Operator is deemed inadequately handled, they shall not be subject to review or reversal.

5.3 Notwithstanding clause 5.2, players retain the right to contact the CGA directly in respect of the matters, including but not limited to, breach of license conditions, malpractice, or whistleblower matters.

5.4 While CGA does not intervene in individual disputes, the Operator acknowledges that the CGA may utilize complaint data-related information to inform its regulatory oversight and enforcement actions.

6. Complaint resolution process

6.1 Responsible gaming complaints

6.1.1 Complaints concerning responsible gaming - including, without limitation, matters that involve vulnerable players, self-exclusion or cooling-off measures, and any related obligations shall be treated with priority.

6.1.2 The Operator shall use its best efforts to resolve responsible gaming complaints within five (5) business days of receipt.

6.1.3 Within two (2) business days upon receipt of such complaint, the Operator shall:

- i. Acknowledge the complaint in writing.
- i. Describe the steps to be taken in the investigation and resolution process; and
- ii. Provide an estimated timeframe for final resolution.

6.1.4 Should the Operator need additional time to reach a fair and informed decision, it shall notify the player in writing of any delay, which shall not exceed two (2) weeks.

6.1.5. Should the delay arise from the player's failure to provide requested documents/information, the Operator may extend the resolution period by up to a further two (2) weeks, provided the player is informed in advance.

6.2 All other complaints

6.2.1 The Operator shall use its best efforts to assess and resolve all non-responsible gaming complaints within four (4) weeks upon receipt.

6.2.2 Whenever the complexity of the complaint or the need for additional information makes resolution within four weeks impracticable, the Operator may extend the resolution period once by up to an additional four (4) weeks, provided that the player receives a notice of the extension in advance in written form.

6.2.3 Within one (1) week of receiving any non-responsible gaming complaint, the operator shall:

- i. Confirm the receipt of the complaint in writing.
- iii. Outline the steps that will be taken to investigate and resolve the matters; and
- iv. Inform the player of the anticipated timeframe for resolution.

7. Use of Artificial Intelligence (AI)

7.1 The operator may deploy AI technologies to support the complaint-handling process, provided that such tools are used only for routine tasks and are subject to human oversight.

7.2 Solely by human representatives shall be managed:

- i. Any complaint falling within the scope of responsible gaming.
- v. Complaints that the operator reasonably classifies as complex by reference to factors such as high monetary value, legal or technical intricacy, or with multiple parties.

7.3 All AI-generated outputs, responses and recommendations shall be regularly reviewed and audited to ensure that they are consistent with this Policy, fair for players, and compliant with applicable regulatory requirements.

8. Alternative dispute resolution

8.1 The Operator is fully committed to providing access to independent ADR services, in accordance with its licensing obligations under the LOK.

8.2 To meet these obligations, the Operator shall enter into a formal agreement with a CGA-accredited ADR provider, and shall upload the executed agreement to the CGA portal, in compliance with the CGA's ADR Policy. Players will be provided with the contact details of the designated ADR provider upon request or through the Operator's official channels.

8.3 If a complaint remains unresolved after the internal complaint handling process has been completed, the player may escalate the matter to the designated ADR provider for independent resolution.

8.4 Upon conclusion of the ADR process, neither the player nor the Operator may reopen the same dispute with a different ADR provider, regardless of the outcome.

8.5 If the player voluntarily withdraws from the ADR process after it has commenced, the Operator is under no obligation to accept or process a subsequent ADR claim relating to the same matter.

8.6 The provision of ADR services is mandatory under the licensing framework. However, any procedural conditions the Operator may introduce to safeguard against misuse of the ADR process—such as requiring ADR prior to initiating legal action, making ADR decisions binding on the player, or applying a minimum claim threshold—must be reasonable, legally compliant, and clearly disclosed in the Operator's Terms and Conditions.

9. Record keeping and reporting

9.1 The operator shall maintain a complete and accurate register of all complaints and disputes, including all related correspondence, investigation notes, decisions and ADR referrals in accordance with CGA requirements.

9.2 The Operator shall submit a report to the CGA on 15 January and 15 June of each year, beginning on 15 January 2026. Each report shall include:

- i. The total number of complaints received via the official complaint submission form;
- vi. The number of complaints upheld and rejected;
- vii. The number of complaints still pending or unresolved;
- viii. A breakdown of complaints by category;
- ix. The number of complaints escalated to ADR; and
- x. Details of any complaints resulting in legal action.

9.3 All records pertaining to undersolved complaints, ADR escalations and legal proceedings shall be kept for at least five (5) years, or for any longer period mandated by data protection laws, statutes of limitations, or other applicable regulations.

9.4 CGA has the right to request and inspect the Operator's complaint and dispute records at any time for supervisory or enforcement purposes.

10. Reasons for complaint

Players may exercise their right to file a complaint regarding any aspect of their relationship with the Operator or any event arising from their participation in a game of chance. Such complaints may include without limitations:

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
16. Unfair terms and conditions