

Player Complaint Policy

BG8 Entertainment N.V.
Trading As: Betgr8
License No.: OGL/2024/1657/1069
Jurisdiction: Government of Curaçao
Registered Office: Abraham de Veerstraat 1, Willemstad, Curaçao

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Approved by Morganite Corporate Services B.V.
As Managing Director
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1. Scope and Legal Standing

This policy is issued in accordance with the regulatory framework of the National Ordinance on Games of Chance (Landsverordening op de kansspelen, P.B. 2024, no. 157) as administered by the Curaçao Gambling Authority (CGA). It serves to define the formal procedure for players of BG8 Entertainment N.V. (trading as Betgr8) to submit complaints related to the operation of gambling services under the aforementioned license. It is important to note that this policy does not override or alter the provisions of applicable private law, including but not limited to, the stipulations of Book 6 of the Civil Code of Curaçao. Operators remain independently accountable for ensuring their complaint processes and general terms are legally sound and are advised to seek professional legal counsel for full compliance.

2. Definitions

Player Interaction

Refers to any written correspondence initiated by a player, typically through email or live chat, and directed to Betgr8's customer service team. This may include general inquiries, feedback, requests for clarification, or assistance related to the gaming platform, but which do not explicitly convey dissatisfaction or demand resolution.

Complaint

Defined as a formal and written communication from a player expressing dissatisfaction with an aspect of the operator's services, decisions, game outcomes, account management, or terms and conditions. It conveys a desire for a formal response and a resolution. For regulatory reporting purposes, a complaint is considered formally lodged only when submitted via the designated Complaint Submission Form or escalated to an ADR provider.

Dispute

Refers to a complaint that remains unresolved to the player's satisfaction after exhausting the internal complaints process, and which has subsequently been escalated for resolution either within the operator's management chain or externally to a certified Alternative Dispute Resolution (ADR) provider or competent legal authority.

3. Complaint Submission Process

3.1 Eligibility and Deadlines

- All registered players of Betgr8 are entitled to lodge a formal complaint concerning their gaming experience, provided that the complaint is submitted within a period of six (6) months following the event, action, or settlement that forms the basis of the complaint.
- In circumstances involving peer-to-peer (P2P) gaming formats or ante-post fixed odds betting, the six-month submission window begins upon the conclusion or final settlement of the relevant bet or event, and not at the time the wager was originally placed.

- In cases involving in-play or live betting markets, players are strongly encouraged to file their complaints as soon as practicably possible, as the data needed for an accurate investigation may be time-sensitive and may not be retained indefinitely due to the real-time nature of in-running betting.

3.2 Submission Requirements and Form

- Only the individual registered player, whose identity has been verified, is permitted to submit a complaint. In accordance with Article 1.3(c) of the LOK, players are prohibited from transferring, selling, or pledging their complaints to third parties under any circumstances.
- Players must first attempt to resolve their issue through Betgr8's designated customer support channels, which include email support and/or live chat services available via the official website. If unresolved, the complaint may be escalated through formal procedures.
- A formal Complaint Submission Form must be made available to all players in both English and the primary language used on the domain they are interacting with. The form must be accessible either as a downloadable file (e.g., PDF or Word format) or as an online submission form directly integrated into the website.
- The Complaint Submission Form must include, at minimum, the following data fields:
 - The full legal name, physical address, and country of residence of the complainant;
 - The player's unique account identifier or username;
 - The date on which the complaint is being submitted and the date of the event being disputed;
 - A detailed narrative or description of the player's concern, with reference to the applicable game, transaction, bonus, or policy;
 - An indication of the category of complaint, if applicable, from a pre-defined selection of topics (e.g., payment issue, game error, bonus term dispute, etc.);
 - Any supporting documentation that is reasonably necessary for the fair evaluation of the complaint, including screenshots, receipts, or email correspondence.

4. Complaint Handling and Timelines

4.1 Responsible Gaming Complaints

- Complaints relating to Responsible Gaming-such as failure to enforce self-exclusion, improper targeting of vulnerable players, or delays in applying cooling-off periods-are to be treated with urgency due to the potential implications on player welfare and mental health.

- Betgr8 will formally acknowledge receipt of such complaints within two (2) business days of receipt and will provide a written outline of the steps being taken to investigate and resolve the matter.
- The operator shall aim to resolve all Responsible Gaming complaints within five (5) business days, provided that all necessary information has been supplied by the player in a timely manner. In exceptional cases where more time is required, the player will be notified in writing of the reason for delay and the expected resolution date. No such extension may exceed an additional two weeks unless the delay is due to the player's failure to provide required information.

4.2 General Complaint Timelines

- For all other categories of complaints, Betgr8 will provide a written acknowledgement of the complaint within seven (7) days from receipt.
- A final determination will be provided within a maximum of four (4) weeks, unless further investigation is required due to the complexity of the complaint or the need for additional documentation. In such cases, an extension of up to four (4) additional weeks may be applied, but only if the player is informed in advance of the reason and duration of the delay.

4.3 Final Determination and Player Communication

The final response from Betgr8 may take one of the following forms:

- A written explanation outlining the resolution of the complaint, supported by applicable evidence or internal records to justify the outcome;
- A statement declining to process the complaint if it falls outside the scope of eligibility or if the player has failed to provide required supporting documentation within the designated timeframe;
- A notification advising the player of their right to escalate the matter to an independent ADR entity if they remain dissatisfied with the Operator's resolution.

5. Use of Artificial Intelligence (AI)

- While Betgr8 may employ Artificial Intelligence (AI) technologies for the initial handling or categorization of complaints, all complaints related to Responsible Gaming must be assigned to a qualified human representative for resolution and communication.
- Complaints involving significant complexity, including those related to legal interpretation, technical malfunctions, or dispute over promotional terms, will be reviewed and decided by a human agent.
- The operator will maintain oversight and regularly audit AI-generated responses to ensure fairness, consistency, and compliance with regulatory expectations.

6. Alternative Dispute Resolution (ADR)

- If a complaint remains unresolved after exhaustion of the internal complaints procedure, the player may escalate the matter to a certified **Alternative Dispute Resolution (ADR)** provider, free of charge. Betgr8 shall bear the full cost of the ADR process.
- The identity and contact details of the designated ADR provider will be made publicly available in the Betgr8 Terms and Conditions and on the complaints page of the website.
- Once an ADR case has been concluded, neither the player nor the operator shall have the right to submit the same complaint to another ADR provider.
- If a player voluntarily withdraws from the ADR process after initiation, they forfeit the right to reopen or resubmit the complaint through ADR in the future.

7. Reporting and Record-Keeping

- Betgr8 shall submit detailed complaint reports to the CGA biannually on **January 15** and **June 15**, starting in **January 2026**. Each report will include statistics on:
 - The total number of complaints received;
 - The number of complaints resolved, both upheld and rejected;
 - The number of complaints still pending or under investigation;
 - Categorization of complaints by type (e.g., technical, payment, bonus, etc.);
 - Number of cases escalated to ADR;
 - Number of cases referred to legal proceedings.
- Complaint records, particularly those unresolved or escalated to ADR, will be retained for up to five (5) years or for the period specified by applicable data protection or statutory regulations, whichever is shorter.
- The CGA reserves the right to audit these records and request supporting documentation at any time in the course of its regulatory oversight activities.

8. Accessibility of Policy and Player Rights

- This Complaint Policy shall be prominently displayed and easily accessible on the Betgr8 website, either as a standalone policy document or a clearly marked link in the website footer and/or Terms and Conditions section.
- The following details must be provided:
 - How players can contact the Operator for support and complaints;
 - How to access and submit the official Complaint Submission Form;
 - Expected timelines for receiving responses and resolutions;
 - Full description of the ADR process, including player rights and cost-free escalation;

- A statement clarifying that the CGA does not mediate individual disputes but can be contacted if a player believes the Operator has acted in violation of its license or regulatory obligations.

9. Categories of Complaints Covered

Players may submit complaints on a wide range of topics, including but not limited to:

- Deposit or payment processing issues, including uncredited funds or delays;
- Withdrawal problems, including transaction rejections or verification delays;
- Disputes over bonus conditions, eligibility, or wagering requirements;
- Unfair account closures, suspensions, or access restrictions;
- Perceived errors in game outcomes or performance issues affecting fairness;
- Failures related to responsible gaming measures, such as ineffective self-exclusion;
- Discrepancies in player balances, transaction histories, or payout calculations;
- Delays or issues related to KYC and identity verification procedures;
- Infringements of data privacy, GDPR, or personal information misuse;
- Technical or software malfunctions that affect gameplay or transaction processing;
- Concerns over anti-money laundering (AML) or financial compliance;
- Incidents involving suspected minors accessing the platform;
- Allegations of fraud, collusion, or use of unfair game algorithms;
- Suspected breaches of the Operator's licensing conditions or promotional practices;
- Use of terms and conditions that may be considered unclear, misleading, or unfair.

Contact for Complaints:

Email: support@betgr8.com

Live Chat: Available on www.betgr8.com/int