

Player Complaints Policy

Prism Sentinel N.V. (Operating as MintDice)

Version 1.1 – Effective Date: June 19th, 2025

In Accordance with the Curaçao Gaming Authority (CGA) Player Complaints Policy Guidelines

1. Policy Overview

Prism Sentinel N.V., operating under the trade name MintDice (hereinafter referred to as “the Operator” or “MintDice”), is committed to fostering a transparent, equitable, and efficient framework for the management and resolution of player complaints and disputes. This Player Complaints Policy (hereinafter “the Policy”) is established in strict compliance with the requirements stipulated under Article 5.3 of the National Ordinance on Games of Chance (Landsverordening op de kansspelen, “LOK”), as administered by the Curaçao Gaming Authority (CGA).

This Policy delineates the procedures for the submission, handling, and resolution of complaints lodged by players, ensuring accessibility to a robust and impartial process, including the provision of free Alternative Dispute Resolution (ADR) services as mandated by the CGA. Failure to adhere to this Policy may result in enforcement actions by the CGA pursuant to its supervisory and regulatory authority.

The Policy is incorporated by reference into MintDice’s Terms and Conditions, which are accessible on the Operator’s website (www.mintdice.com) (www.mintdice.com). Players are encouraged to review this Policy alongside the Terms and Conditions to fully understand their rights and obligations. This Policy does not supplant or override applicable private law, including but not limited to the provisions of Book 6 of the Civil Code of Curaçao concerning general terms and conditions. The Operator remains responsible for ensuring compliance with all relevant civil law obligations and recommends that players seek independent legal advice where necessary.

2. Definitions

For the purposes of this Policy, the following terms shall have the meanings ascribed below:

2.1 Player Interaction: Any written communication initiated by a player and directed to MintDice’s customer service team, encompassing general inquiries, feedback, requests for assistance, or clarification regarding the Operator’s services.

2.2 Complaint: A written expression of dissatisfaction by a registered player concerning the Operator’s services, decisions, terms, or conduct, which indicates the player’s expectation of a response or resolution. For reporting purposes under Clause 6, a complaint is formally recognized upon submission of a Complaint Submission Form or escalation to ADR.

2.3 Dispute: A complaint that remains unresolved to the player’s satisfaction following the Operator’s internal complaints process and has been escalated to an internal higher authority, an independent ADR provider, or a court of law.

3. Complaint Submission Process

3.1 Complaint Window

1. This Policy applies to all players engaging with MintDice's services under a license issued pursuant to the LOK, effective from the date of license issuance, or under the NOOGH regime from the issuance of a green or orange dynamic seal.
2. Players may submit a complaint free of charge within six (6) months from the settlement of the bet or the incident giving rise to the complaint.
3. For peer-to-peer (P2P) games (e.g., poker) or ante post fixed odds betting, the six-month period commences upon the settlement of the bet or the conclusion of the relevant event, rather than the wager placement date.
4. For complaints related to in-running sports betting, players are advised that prompt submission within the six-month window is critical, as investigative data specific to such complaints may not be retained by the Operator beyond a reasonable period due to the dynamic nature of in-running betting.

3.2 Stages and Escalation of Complaint Resolution

1. Eligibility: Complaints may only be lodged by the registered player associated with the account. Pursuant to Article 1.3, section c of the LOK, players are prohibited from transferring, selling, donating, leasing, or otherwise assigning their claims against MintDice to third parties.
2. Initial Contact: Players must first engage MintDice's customer support team via email (support@mintdice.com) or live chat, accessible through the Operator's website.
3. Formal Complaint Submission: Should the initial interaction fail to resolve the issue, players may submit a formal complaint using the Complaint Submission Form, available as:
 - a. A downloadable PDF document, which may be completed and emailed to complaints@mintdice.com or uploaded via the website; or
 - b. An online form accessible on the MintDice website (www.mintdice.com/article/player-complaints-policy) (www.mintdice.com/article/player-complaints-policy).The Complaint Submission Form shall include, at a minimum:
 - i. The complainant's full name, address, and place of residence.
 - ii. The complainant's MintDice account number (if applicable).
 - iii. The date of the complaint and the date of the disputed event.
 - iv. A detailed description of the disputed conduct, with options to select from predetermined complaint categories (e.g., deposit issues, responsible gaming concerns).The form shall be available in English and in the language of the website domain accessed by the player. Supporting documentation may be requested by the Operator, provided such requests are reasonable and relevant to the complaint's resolution.
4. Escalation to ADR: If the complaint remains unresolved to the player's satisfaction, the player may escalate the matter to an independent ADR provider, as detailed in Clause 5. MintDice shall bear all costs associated with the ADR process.
5. Legal Recourse: Unless mutually agreed under specific ADR terms, MintDice shall not restrict a player's right to pursue legal action independently of the complaints or ADR process.

3.3 Role of the Curaçao Gaming Authority (CGA)

1. MintDice shall clearly articulate the CGA's role within its Terms and Conditions, emphasizing that the CGA does not mediate or resolve individual player complaints related to gambling transactions.
2. Decisions made by MintDice or an ADR provider are final unless deemed inadequately handled

- by the CGA, in which case the CGA may undertake supervisory or enforcement actions.
3. Players retain the right to contact the CGA directly (via www.cga.cw) to report concerns regarding malpractice, breaches of license conditions, or whistleblowing matters.
 4. While the CGA does not intervene in individual disputes, it may utilize complaint data to inform its regulatory oversight and enforcement activities.

4. Complaint Resolution Process

4.1 Timeline: Responsible Gaming Complaints

Complaints pertaining to responsible gaming, including issues related to the targeting of vulnerable players, self-exclusion, or cooling-off measures, shall be prioritized due to their potential impact on player well-being.

1. Initial Response: Within two (2) business days of receiving a responsible gaming complaint, MintDice shall:
 - a. Confirm receipt of the complaint in writing.
 - b. Provide a detailed explanation of the complaint resolution process.
 - c. Notify the player of the average timeline for resolution.
2. Resolution: MintDice shall endeavor to resolve responsible gaming complaints within five (5) business days. Should additional time be required, players shall be informed in writing of any delay, which shall not exceed two (2) weeks. If a delay results from the player's failure to provide requested information, the resolution period may be extended by an additional two (2) weeks.

4.2 Timeline: All Other Complaint Types

1. Initial Response: Within one (1) week of receiving a non-responsible gaming complaint, MintDice shall:
 - a. Confirm receipt of the complaint in writing.
 - b. Provide a detailed explanation of the complaint resolution process.
 - c. Notify the player of the average timeline for resolution.
2. Resolution: MintDice shall assess and respond to such complaints within four (4) weeks. If additional time is required due to the complexity of the complaint or incomplete information, this period may be extended by an additional four (4) weeks, with prior written notice to the player.

4.3 Response and Resolution

1. Final Determination: Players shall receive a written final determination, which shall include:
 - a. A reasoned assessment of the complaint's outcome, supported by evidence where applicable; or
 - b. Detailed reasons for rejecting the complaint, including any requests for additional information made within the initial four-week period. If the player fails to provide requested information, the complaint may be rejected.
2. Escalation: If the player remains dissatisfied with the resolution, they shall be informed of their right to escalate the matter to an independent ADR provider, as outlined in Clause 5.

4.4 Artificial Intelligence (AI)

MintDice may utilize AI systems to assist in the management of complaints, subject to the following conditions:

1. Complaints related to responsible gaming (Clause 4.1) shall be handled exclusively by human representatives.
2. Complex complaints, as reasonably determined by MintDice, shall be managed by human representatives.
3. AI-generated responses and recommendations shall be monitored to ensure consistency, fairness, and compliance with this Policy across similar complaints.

5. Alternative Dispute Resolution (ADR)

MintDice is committed to providing independent ADR services in compliance with the CGA's ADR Policy and LOK license conditions.

1. Accessibility: Full details of the ADR process are included in MintDice's Terms and Conditions, accessible at www.mintdice.com/article/terms-of-service.
2. ADR Provider: MintDice has entered into an agreement with a CGA-certified ADR provider, with details uploaded to the CGA Portal by 31st August 2025, following the publication of certified providers. Contact information for the ADR provider is available at www.mintdice.com/article/player-complaints-policy.
3. Cost: The ADR process is free to players, with all costs borne by MintDice.
4. Finality: Once an ADR process is completed, neither the player nor MintDice may recommence the dispute with a different ADR entity. If a player withdraws from an ongoing ADR process, they forfeit the right to resurface the dispute.
5. Parameters: MintDice may establish ADR parameters to prevent abuse (e.g., minimum claim values or binding outcomes), subject to compliance with applicable civil law and CGA scrutiny. Such parameters shall be clearly outlined in the Terms and Conditions. For example, complaints involving self-exclusion shall be treated with utmost seriousness, regardless of monetary value.

6. Record-Keeping and Reporting

MintDice shall maintain comprehensive records of all complaints and disputes in accordance with CGA requirements:

1. Reporting: MintDice shall submit biannual reports to the CGA on January 15th and June 15th, commencing in January 2026. Reports shall summarize:
 - a. Total number of complaints received via the Complaint Submission Form.
 - b. Number of complaints upheld or rejected.
 - c. Number of pending or unresolved complaints.
 - d. Complaints categorized by type (e.g., deposit issues, responsible gaming).
 - e. Number of complaints escalated to ADR.
 - f. Details of complaints resulting in legal action.

2. Record Retention: Records of unresolved complaints, ADR escalations, or legal proceedings shall be retained for a minimum of five (5) years or as required by data protection, statute of limitations, or other applicable laws.
3. CGA Access: The CGA reserves the right to request access to complaint and dispute records at any time for supervisory purposes.

7. Terms and Conditions

MintDice's Complaints Policy is prominently displayed as a standalone document at www.mintdice.com/article/player-complaints-policy and is referenced within the Operator's Terms and Conditions at www.mintdice.com/article/terms-of-service. The following information is provided:

1. Customer service contact details (support@mintdice.com, live chat).
2. Instructions for submitting a complaint, including links to the online Complaint Submission Form and downloadable PDF version.
3. Timelines for complaint acknowledgment and resolution.
4. Player rights to escalate complaints to ADR and contact the CGA for regulatory concerns.
5. Explanation of ADR outcomes and their potential impact on further legal recourse.
6. Details of the ADR process and contact information for the ADR provider.
7. Clarification that the CGA does not mediate individual disputes but may be contacted regarding operator misconduct (www.cga.cw) (www.cga.cw).

8. Reasons for Complaint

Players may lodge complaints regarding any aspect of their interaction with MintDice, including but 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 processes
9. Data protection concerns
10. Technical or software issues
11. Anti-money laundering (AML) concerns
12. Issues involving minors
13. Fraudulent games or practices
14. License or regulatory compliance
15. Unfair terms and conditions

9. Transition Deadline

This Policy has been uploaded to the CGA Portal by 31st July 2025, in compliance with the CGA's transition requirements.

10. Contact Information

For complaints or inquiries, players may contact:

- Customer Support: support@mintdice.com or via live chat at www.mintdice.com
- CGA: www.cga.cw for regulatory concerns

MintDice is dedicated to ensuring a fair and transparent complaints process, prioritizing player satisfaction and regulatory compliance.

Prism Sentinel N.V.

License Number: 146440 (0)

Registered Address: 17 Chuchubiweg, Willemstad, Curaçao

Website: www.mintdice.com