

Dispute Resolution

This Dispute Resolution (“the Policy”) outlines the procedures for receiving, processing and resolving player complaints by New Era N.V. (“the Company”). It has been developed in accordance with article 5.3 of the Curaçao National Ordinance on Games of Chance (Landsverordening op de Kansspelen LOK)

Should a user experience any general difficulties or have queries, they should reach out to our Customer Support Department via email or chat.

If a customer wishes to lodge a formal claim they must do so by appropriately filling in our Incident Submission Form (available [here](#)). Once filled the form must be sent to our Customer Support Department via email, from the user’s registered email, along with a copy of the user’s ID and any documentation or evidence relevant to their claim.

Claims may be lodged free of charge at any time up to six months after the incident about which they are being raised. In certain cases (ex: claims about in-running wagers), customers must be informed that while they may submit a complaint within six months, prompt action may be necessary if the investigation may depend on data specific to the complaint which may not be available as the company cannot reasonably be expected to preserve such data any longer. Responsible Gambling complaints are handled with the highest priority. These types of complaints will be prioritized by the company due to their potential impact on player well-being.

The Customer Support Department will do its best to provide the customer with receipt confirmation within 48 hours of the customer’s claim submission. In any case, however, the outcome of the complaint will be communicated within four weeks from receipt of the complaint. In exceptional circumstances where we feel that adequate resolution of the complaint requires further investigation, the Company may extend the timeframe by a further four weeks. The customer shall be notified if such an extension is needed. In that case, we will also inform you about the process, and possibly also put forward supplemental/evidentiary requests as deemed necessary.

In the event that the player does not provide the requested information or documentation during the initial claim period, the Company reserves the right to reject the claim on that basis.

If the client believes that his claim has not been handled satisfactorily and would like to appeal against the Company's handling, he may refer the dispute to the Designated authorized Alternative Dispute Resolution (ADR) entity (also referred to as 'the ADR').

The ADR will examine the circumstances of the dispute to decide the outcome thereof. The designated ADR entity provides impartial ADR services for disputes that have arisen between players and the Company.

Per regulatory requirements this service is provided to players free of charge.

In order to avail oneself of this service, the player will need to adhere to the following guidelines:

- a. the player needs to first ensure that he has tried to resolve the dispute via the Company's internal complaints procedure (as per the sections above). It is only once this attempt has not been fruitful that the ADR entity will take into consideration any ADR dispute form submitted by a player;
- b. players may only resort to assistance from the ADR if the dispute is not being or has not been handled by another ADR service provider, regulator, or court. The ADR may reserve the right to refuse any submission for review of a dispute if it deems the latter to have been submitted to a third party, or if it considers such request to be frivolous, vexatious, or does not relate to the contractual relationship, as defined by the general Terms & Conditions, between the customer and the Company. It may also refuse to consider the dispute if in doing so, the effective operation of the ADR would have been seriously impaired, or if it feels that either of the parties has attempted to intimidate, threaten or exert undue external pressure on the ADR process.
- c. Once the Designated ADR tackles the dispute, the ADR's outcome is considered to be a binding decision vis-à-vis both the player and the Company. This therefore means that players may only seek further legal and judicial recourse in regard to matters allowed by applicable law. Such circumstances usually include, for instance, situations where the ADR has acted in a serious manner contrary to the rules of impartiality and equity according to law and such action has thereby prejudiced the player's rights.
- d. submission of a request for assistance from the ADR is to be submitted within three months from the conclusion of the Company's review of the complaint;
- e. once the matter has been referred to the ADR, the Company will limit or discontinue replying to any player's correspondence. Communication shall be channeled through the Designated ADR.

f. should the player drop out of the ADR process once it has been initiated, he/she does not retain the right to resurface the dispute in the future