

Player Complaints Policy

Date: June 30th, 2025

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

1. Introduction

<https://letsbamble.com/> (also referred to as the “Website”) is operated by Half Space Entertainment N.V.(hereinafter referred to as “the Operator”), a limited liability company registered in Curacao with company registration number 166129 (0), with a registered address at Kaya W.F.G. (Jombi) Mensing 24 Unit A Curacao (“Company”), licensed in Curacao under Curacao laws and regulations.

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.

The Policy is incorporated by reference into Half Space Entertainment N.V. Terms and Conditions, which are accessible on the Operator’s website (<https://letsbamble.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 terms set out below shall have the meanings ascribed to them herein. These definitions shall apply uniformly throughout the Policy unless otherwise expressly stated.

2.1. "ADR Provider" shall mean an independent, third-party entity, duly certified by the Curaçao Gaming Authority (CGA), that provides Alternative Dispute Resolution services.

2.2. "Business Day" shall mean any day from Monday to Friday, excluding public holidays recognized in Curaçao.

2.3. "CGA" shall mean the Curaçao Gaming Authority, the regulatory body responsible for administering the LOK.

2.4. "Complaint" shall mean any written expression of dissatisfaction submitted by a registered player concerning the services, actions, omissions, terms, or decisions of the Operator, where the player clearly expects a response or resolution. A complaint shall be formally recognized for reporting and procedural purposes upon:

(a) submission of a duly completed Complaint Submission Form by the player; or

(b) escalation of the issue to an ADR Provider pursuant to Clause 5 of this Policy.

2.5. "Dispute" shall mean a Complaint that has not been resolved to the player's satisfaction following the completion of the Operator's internal complaints handling procedure and has been escalated to:

(a) a designated internal higher authority of the Operator;

(b) an independent ADR Provider; or

(c) a competent court of law or other relevant legal forum.

2.6. "Final Determination" shall mean the official, written outcome of the Operator's internal investigation into a Complaint, as provided to the complainant.

2.7. "LOK" shall mean the National Ordinance on Games of Chance (Landsverordening op de kansspelen), the primary legislation governing gaming in Curaçao.

2.8. "Player Interaction" shall mean any written communication initiated by a player and addressed to the Operator's customer support team, including but not limited to, general inquiries, feedback, or requests for assistance.

3. Complaint Submission Process

This Policy shall apply to all players engaging with Operator's services.

3.1 Complaint Window

Players shall be entitled to submit a Complaint at no cost, provided that such submission occurs within six (6) months from the settlement of the bet or occurrence of the incident giving rise to the Complaint. This period is hereinafter referred to as the "Complaint Window."

3.2 Special Considerations

For complaints arising from P2P games (e.g., poker) or fixed odds wagers, the Complaint Window shall commence from the settlement of the bet or the conclusion of the relevant event, whichever is later. The date of wager placement shall not determine the start of this period.

Due to the inherently dynamic nature of in-running (live) betting, players are strongly encouraged to submit complaints as expeditiously as possible within the six-month Complaint Window. The Operator may not retain certain data necessary for investigation beyond a reasonable period, and therefore late submissions may impact the Operator's ability to thoroughly address the complaint.

3.3 Stages and Escalation of Complaint Resolution

(a) Eligibility to Submit Complaints

Only the registered account holder may submit a Complaint. In accordance with Article 1.3(c) of the LOK, players are strictly prohibited from transferring,

assigning, selling, donating, or otherwise conveying their rights or claims against the Operator, including the right to file complaints, to any third party.

(b) Initial Contact – Informal Resolution

Players must first attempt to resolve their concerns by contacting letsbamble.com's customer support team through the following channels:

Email: help@letsbamble.com

All such interactions shall constitute Player Interactions as defined under Clause 2.1 and are aimed at resolving the matter informally.

(c) Formal Complaint Submission

If the issue remains unresolved following initial contact, the player may proceed to lodge a formal Complaint by submitting a Complaint Submission Form, available through the following means:

i. Downloadable PDF Form:

Players may download the form, complete it, and submit it via email to help@letsbamble.com , or upload it via the dedicated portal on the Operator's website.

ii. Online Form:

An electronic version of the Complaint Submission Form is accessible at our website.

The Complaint Submission Form shall require, at a minimum, the following information:

The complainant's full name, physical address, and country of residence;

- 1) The complainant's letsbamble.com account number;
- 2) The date of complaint submission and the date of the incident or event giving rise to the complaint;
- 3) A detailed description of the matter, including the disputed action or decision, and a selection of the complaint category (e.g., deposit/withdrawal issue, technical malfunction, responsible gambling concern).

The Form provided in English. The Operator may, in its sole discretion, request additional documentation or evidence to support the complaint, provided such requests are reasonable, proportionate, and necessary for the effective resolution of the matter.

4. Complaint Resolution Process

This section stipulates the procedural framework, mandatory timelines, and communication standards governing the resolution of all Player complaints. The Operator is committed to a process that is both timely and substantively fair.

4.1. Responsible Gaming Complaints

Complaints pertaining to matters of Responsible Gaming shall be afforded the highest priority due to their potential impact on player well-being. Such matters include, but are not limited to, allegations concerning the targeting of vulnerable players, or failures related to the implementation of self-exclusion or cooling-off measures.

4.1.1. Within two (2) days of the formal receipt of a Responsible Gaming complaint, the Operator shall:

- a. Provide the complainant with written confirmation of receipt.
- b. Furnish a detailed explanation of the complaint resolution procedure.
- c. Notify the complainant of the anticipated timeline for resolution.

4.1.2. The Operator shall use all reasonable efforts to investigate and issue a Final Determination on Responsible Gaming complaints within five (5) business days.

- a. Standard Extension: Should a comprehensive investigation necessitate additional time, the complainant shall be informed in writing of the delay and the reasons therefore. Such an extension shall not exceed a further period of two (2) weeks.
- b. Player-Induced Delay: If a delay is a direct result of the complainant's failure to provide information reasonably requested by the Operator, the resolution period may be extended by an additional two (2) weeks from the date the requested information is received.

4.2. All Other Complaint Types

4.2.1. Within one (1) week of the formal receipt of any complaint not related to Responsible Gaming, the Operator shall perform the actions stipulated in Clause 4.1.2 (a-c).

4.2.2. The Operator shall conduct a comprehensive review and issue a Final Determination within four (4) weeks of receipt.

Where the complexity of the matter or the submission of incomplete information requires additional time for a thorough investigation, this period may be extended by a single additional period of four (4) weeks. The complainant shall be provided with prior written notice of such an extension and the justification for it.

4.3. Final Determination and Escalation

4.3.1. Upon the conclusion of its investigation, the Operator shall provide the complainant with a written Final Determination. This determination shall include one of the following:

- a. A reasoned assessment of the outcome of the complaint, substantiated by applicable evidence, detailing the resolution or actions taken; or
- b. A detailed explanation of the grounds for rejecting the complaint. If the rejection is based on the complainant's failure to provide information, the determination must reference the specific requests for information made by the Operator within the initial four-week resolution period. The complaint may be rejected if the requested information is not provided within a reasonable timeframe.

4.3.2. If the complainant remains dissatisfied with the Final Determination, the written communication shall explicitly inform them of their right to escalate the matter to an independent Alternative Dispute Resolution (ADR) provider, pursuant to the procedure outlined in Clause 5 of this Policy.

4.4 The Use of Technology

The Operator currently ensures that all complaints are handled by human representatives to ensure a personalized and thorough review. The use of AI is not currently implemented in the complaint resolution process.

5. Independent Alternative Dispute Resolution (ADR)

The Operator affirms its commitment to providing players with access to independent, impartial, and effective Alternative Dispute Resolution (ADR) services. This provision is made in strict accordance with the Curaçao Gaming Authority's (CGA) ADR Policy and the conditions stipulated under the Operator's LOK license.

5.1. Accessibility and Transparency

Comprehensive details governing the ADR process, including procedural rules, player rights, and potential outcomes, incorporated by reference into, and form an integral part of, the Operator's Terms and Conditions, which are publicly accessible at website.

5.2. Designated ADR Provider

The Operator represents and warrants that it has entered into a formal agreement with at least one ADR provider duly certified by the CGA. Up-to-date contact information for the designated ADR provider is: e-Cogra.

5.3. Finality and Forfeiture

The decision or outcome of a completed ADR process shall be considered final with respect to ADR, and neither the complainant nor the Operator shall be permitted to recommence or re-adjudicate the same dispute with an alternative ADR entity. In the event that a complainant unilaterally withdraws from an ADR process after it has formally commenced, the complainant shall be deemed to have forfeited their right to resurface or re-litigate the same dispute through any ADR mechanism in the future.

5.5. Procedural Parameters and Safeguards

The Operator expressly reserves the right to implement reasonable procedural safeguards and limitations for the purpose of preventing abuse of the complaint-handling process and ensuring the efficient allocation of resources. Such measures designed to protect the integrity of the process while remaining fully compliant with applicable laws and regulatory obligations.

(a) Establishment of Procedural Parameters.

The Operator may, at its discretion and subject to regulatory oversight, establish procedural thresholds or conditions governing the escalation and resolution of complaints. These parameters may include, but shall not be limited to:

The imposition of minimum claim values for the escalation of complaints to an internal higher authority or to an ADR provider, provided that such thresholds are reasonable, proportionate, and non-discriminatory;

The final and binding nature of certain determinations or outcomes rendered by the Operator, where such binding effect is permissible under applicable law and does not contravene a player's statutory or regulatory rights;

The limitation or refusal to process complaints deemed frivolous, repetitive, or manifestly unfounded, provided that clear justification is recorded and retained for regulatory review.

All such procedural parameters shall be clearly articulated and made publicly available within the Operator's Terms and Conditions, and shall be applied consistently and transparently across all player complaints.

(b) Compliance and Oversight.

The Operator acknowledges that the establishment and application of any such procedural safeguards at all times remains :

- In strict compliance with applicable civil and consumer protection laws; and
- Subject to regulatory scrutiny and oversight by the Curaçao Gaming Authority (CGA).

The Operator shall cooperate fully with any CGA inquiries or audits regarding the fairness and transparency of its complaints-handling procedures.

(c) Exceptions for Player Protection Matters.

For the avoidance of doubt, the Operator affirms that any complaints involving matters of significant player protection shall be exempt from any monetary or procedural thresholds established pursuant to this Clause. Specifically, complaints relating to, but not limited to:

- Self-exclusion measures;
- Responsible gambling interventions;
- Vulnerability concerns; or
- Alleged breaches of duty of care.

Will be handled with the highest priority, and the player shall retain unfettered access to ADR mechanisms, irrespective of the financial value of the claim or the amount in dispute.

6. Record-Keeping and Reporting

6.1 Maintenance of Records

Half Space Entertainment N.V. maintains a comprehensive and secure system of record-keeping to document all player complaints and disputes in accordance with applicable laws and regulatory expectations, including those of the Curaçao Gaming Authority (CGA).

All complaints submitted via the Complaint Submission Form, as well as any escalations to ADR or legal proceedings, are accurately recorded and stored

with due regard to confidentiality, data integrity, and accessibility for audit or supervisory purposes.

This process ensures that every complaint is addressed with transparency and accountability, while also enabling efficient regulatory reporting and oversight.

6.2 Reporting to the CGA

Half Space Entertainment N.V. submits biannual reports to the CGA on January 15th and June 15th each calendar year, with the first report will be submitted in January 2026. These reports provide a structured overview of complaint handling and outcomes, and include the following information:

- The total number of complaints received via the formal Complaint Submission Form;
- The number of complaints upheld or rejected following internal review;
- The number of complaints pending or under investigation;
- A classification of complaints by issue type (e.g., deposit delays, technical issues, responsible gaming concerns);
- The number of cases escalated to ADR;
- A summary of complaints that resulted in legal action.

These reports are prepared in accordance with CGA guidelines and reflect Operator's commitment to regulatory transparency and player protection.

6.3 Record Retention

Half Space Entertainment N.V. retains all records relating to unresolved complaints, ADR escalations, and legal actions for a minimum of five (5) years from the date of resolution. In certain cases, records may be retained for a longer period as required by data protection laws, applicable statutes of limitation, or other legal or regulatory obligations.

All records are stored securely and are subject to strict data protection measures, ensuring their availability for regulatory review and protecting player privacy.

6.4 Regulatory Oversight

Half Space Entertainment N.V. recognizes and respects the supervisory role of the CGA and provides access to complaint and dispute records upon request. This access facilitates the CGA's oversight functions, including monitoring

compliance with license conditions and evaluating the fairness and integrity of complaint-handling procedures.

While individual dispute resolution remains the domain of Half Space Entertainment N.V. and, where applicable, independent ADR providers, the CGA may utilize aggregate complaint data for regulatory enforcement and policy development purposes.

Half Space Entertainment N.V. clearly communicates these record-keeping and reporting practices to its players through its Terms and Conditions and this Player Complaints Policy.

7. Grounds for Complaint

Half Space Entertainment N.V. acknowledges the right of all registered players to submit complaints concerning any aspect of their interaction with the Operator. Complaints may pertain to, but are not limited to, the following matters:

- Deposit-related issues, including delays, rejections, or discrepancies in credited amounts;
- Withdrawal-related issues, including processing times, denials, or withheld funds;
- Bonus terms and conditions, including the application, interpretation, or enforcement of promotional rules;
- Account closures, suspensions, or restrictions, including the freezing of funds or access limitations;
- Alleged errors or unfair outcomes in games;
- Responsible gaming matters, including the implementation of self-exclusion, deposit limits, or player protection tools;
- Management and treatment of player balances, including rounding policies, dormant account fees, or balance adjustments;
- Know Your Customer (KYC) and verification procedures, including document requests, processing times;
- Data protection and privacy concerns, including handling, storage, or sharing of personal data;
- Technical or software-related issues, including bugs, outages, or accessibility barriers;

- Anti-Money Laundering (AML) compliance actions, including transaction monitoring, account holds, or source of funds requests;
- Concerns involving minors, including access prevention and age verification;
- Suspected fraudulent games or Operator practices, including collusion, manipulation, or misrepresentation;
- License or regulatory compliance, including adherence to applicable laws, license conditions, or CGA requirements;
- Allegedly unfair or unclear terms and conditions, including those found in the Operator's general or promotional policies.

Players are encouraged to provide specific and detailed information when submitting a complaint to facilitate timely and fair resolution. Half Space Entertainment N.V. commits to treating all complaints seriously, irrespective of the complaint category, and to processing them in accordance with this Player Complaints Policy.

8. Contact Information

Players may contact Half Space Entertainment N.V. for any complaints, inquiries, or support requests using the following official communication channels:

Customer Support Email: help@letsbamble.com

This contact method is monitored and maintained by Half Space Entertainment N.V. customer support team, which is responsible for providing assistance, responding to player interactions, and facilitating the complaints resolution process as outlined in this Policy.

Half Space Entertainment N.V. does not accept complaints or inquiries via unofficial channels, including social media, third-party forums.

Player Complaint Submission Form

Disclaimer: This form is for formal complaints. As per our policy, you must first attempt to resolve your issue by contacting our Customer Support team via email at help@letsbamble.com.

The information you provide will be treated with strict confidentiality and used solely for the purpose of investigating and resolving your complaint.

By submitting this form, you acknowledge that you have read and understood our Player Complaints Policy.

Section 1: Complainant's Details

- Full Name:

- Full Residential Address (Street, City, Country, Postal Code):

- letsbamble.com Account Number or Username:

- Registered Email Address:

Section 2: Complaint Details

- Date of the Incident:

- Date of Submission:

- Category of Complaint (Please select all that apply):
 - Deposit issues
 - Withdrawal issues
 - Bonus terms and conditions
 - Account closures or restrictions

- Alleged errors or unfairness in game outcomes
 - Responsible gaming issues
 - Treatment of player balances
 - KYC and Verification 9. Data Protection
 - Technical or Software issues
 - AML concerns
 - Issues with minors
 - Fraudulent games
 - Fraudulent practices
 - License or regulation
 - Unfair terms and conditions
 - Other (Please specify) : _____
 - Detailed Description of the Complaint:
(Please provide as much detail as possible. Include dates, times, transaction IDs, game names, amounts, and a summary of your communication with Customer Support.)
-

Section 3: Supporting Documentation

Please attach any relevant evidence that supports your complaint. This may include screenshots, chat logs, transaction records, or emails.

Section 4: Declaration

By signing below (or checking the box in an online form), I hereby declare that:

1. I am the registered holder of the account mentioned in this form.
2. The information provided in this form is true, accurate, and complete to the best of my knowledge.
3. I have read and understood the Player Complaints Policy.

4. I consent to the processing of my personal data for the purpose of investigating this complaint.

Signature: _____ Date: _____

Submission Instructions:

Please send the completed form and any attachments to help@letsbamble.com. You will receive a written acknowledgement of your complaint according to the timelines specified in our Player Complaints Policy. (Within 2 business days for Responsible Gaming complaints; within 1 week for all other complaints).