

Luckland Group B.V.

COMPLAINTS POLICY

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1. Definitions

Player Interaction is a written communication initiated by a player and directed to the operator's customer service team. This includes general enquiries, feedback, or requests for information, assistance, or clarification.

Complaint is a written expression of dissatisfaction by a player relating to the operator's services, decisions, terms, or conduct, which indicates the player is unhappy and expects a response or resolution. For the purpose of Reporting requirements (Clause 6) a complaint is when a Complaint Submission Form (Clause 3.2 paragraph 3) has been submitted by the player to the operator and/or a complaint has been escalated to ADR.

Dispute is a complaint that has not been resolved to the player's satisfaction through the internal complaints process and has been escalated, either within the organisation or to an independent third party (e.g. an ADR provider or court of law).

Guidelines are the CGA Player Complaints Policy Guidelines (Version 1.1) of 18th June 2025.

Company means Luckland Group B.V., operating with a Certificate of Operation number OGL/2024/494/0671 from the Curaçao Gaming Control Board.

2. Introduction

2.1. Compliance Statement

Luckland Group B.V. (“Luckland Group” or “the Company”), being established in and governed by the laws of Curaçao, is committed to implementing his robust Complaints Policy outlines the framework for managing player complaints and disputes, ensuring a transparent, fair, and efficient process in alignment with the requirements under Article 5.3 of the National Ordinance on Games of Chance (Landsverordening op de kansspelen, “LOK”). The Company may, at its own discretion, include acceptance of the Complaints policy as part of its registration process.

2.2. Policy Overview

This Complaints Policy is based on regulatory requirements under the LOK. It does not affect or override the applicable rules of private law, including, but not limited to, the provisions of Book 6 of the Civil Code of Curaçao concerning general terms and conditions. Luckland Group remains responsible for ensuring compliance with all relevant civil law obligations independently of this policy. The Company is expected to seek appropriate legal advice to ensure that its complaints procedures and terms and conditions conform to private law requirements.¹

Adherence to this Complaints Policy is considered a requirement under the LOK, and failure to comply will be addressed by the Curacao Gaming Authority (CGA) in accordance with its supervision, monitoring and enforcement procedures.

Luckland Group Complaints Policy guarantees players access to a straightforward and effective complaint and dispute resolution process, including free alternative dispute resolution (ADR) services that prioritize quality and independence.

In accordance with Article 5.3 of the LOK, further rules, policies and guidelines regarding complaints and ADR processes may be established and implemented from time to time. These will be published and made available on the CGA website.

- The Company’s player complaints policy is included or referenced in the Company’s Terms and Conditions. It must include details of all Stages of Complaint Resolution (Clause 3.2)

- The Company may, at its own discretion, publish the policy as a “standalone” document with link(s) from the website homepage and/or registration page.

- The Company may, at its own discretion and subject to compliance with applicable private law, require the player to explicitly confirm acceptance of the Complaints policy in any way including a tick box, popup or email.

2.3. Document Maintenance and Review

This Policy is designed to meet the legal requirements as outlined by the Curaçao Gaming Commission and to foster a culture of compliance within our organization. Regular reviews and updates will be conducted to adapt to evolving regulations and business needs. The maintenance and review of this document will take place annually.

¹ This policy applies to all LuckLand players, regardless of whether they interact online or in person on:

- Complaints relating to (a) service quality; (b); game fairness and outcomes; (c) technical or payment-related issues; (d) breaches of responsible gambling obligations; (e) any matter where a player believes Luckland has not met its obligations under the CGA.

2.4. Consequences of Non-Compliance

Violations of this policy may result in severe consequences, including disciplinary actions up to and including termination of employment for staff members found in breach of these regulations. Additionally, noncompliance can expose the casino to significant legal implications, including fines, sanctions, and potential criminal charges, which could severely impact our reputation and operational viability. Furthermore, failure to adhere to Players Complaints Handling Mandatory Requirements may lead to increased scrutiny from regulatory authorities, loss of licenses, and damage to our business relationships.

3. Complaint Submission Process

3.1 Complaint Window

1. This Complaints Policy applies to all Luckland Group's players licensed under the LOK from the date of licence issuance.
2. Players may lodge a complaint free of charge at any time up to six months of the settlement of the bet or the incident about which they are making a complaint.
3. In the case of P2P, the six month clock begins after the bet settlement or conclusion of a specific event rather than the placement of the wager.
4. In the case of complaints about in-running sports betting, customers must be advised 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.²

3.2 Stages/Escalation of Complaint Resolution

1. Complaints can only be made by the registered player. Article 1.3 section c of the LOK mandates that a player is not allowed to sell, donate, rent out, lease, pawn, or pledge, under any title, any of their claims against the holder of a gaming license from the CGA.
2. In the first instance the Company offers customer support via email and/or live chat.
3. An official Complaint Submission Form is made available to the player.
 - a. This form must be either a downloadable form that can be completed and emailed or otherwise uploaded by the player, and/or a form that is fully completed and submitted online.
 - b. The form must include at a minimum the following sections:
 - i. Complainant's name, address, and place of residence.
 - ii. Complainant's account number (if applicable)
 - iii. Date of the complaint and date of the disputed event.
 - iv. Description of the conduct being disputed (using a selection of predetermined category topics if/as applicable).

² This is not applicable to Luckland as we are not providing Sportsbook.

c. The form must be available in English and in the language of the website/domain that the player is using and at Luckland Group players must submit a complaint through:

- Email: [\[support@luckland.com\]](mailto:support@luckland.com)
- Customer support live chat.
- In writing to LuckLand's registered office.

d. The Company requests supporting documentation the player requires to include as part of the complaint. Any additional information or documentation requested by us must be a reasonable in the context of complaint resolution.

4. The Company offers an ADR option for the players, subject to the requirements of Clause 5.

5. Except if mutually agreed under specific terms of ADR (Clause 5), the Company must not restrict the rights of the player him/herself to take legal action.

3.3 Role of the CGA

1. It is the responsibility of Luckland Group to make the role of the CGA clear to the player in the Terms and Conditions.

2. The CGA will not resolve or make decisions on any player complaints regarding gambling related transactions on the operator's website(s).

3. Unless deemed to be inadequately handled, the decisions made by the Company and/or ADR provider will not be subject to reviewing and/or overturning by the CGA

4. Notwithstanding 2. and 3. above the Company must not restrict the player's ability to contact the CGA directly with regard to matters including but not limited to malpractice, breach of license conditions or whistleblowing.

5. While the CGA does not mediate in individual disputes it will use the information to support its supervisory and enforcement actions. 4 Complaint Resolution Process.

4.1 Timeline: Responsible Gaming Complaints

Complaints related to responsible gaming should be prioritized due to potential impacts on player well-being. Complaints should be categorized as related to responsible gaming in any case when it regards targeting of Vulnerable Players, the availability and/or timely implementation of self-exclusion and/or cooling-off and the mandated consequences therein as outlined in the Responsible Gaming policy.

Luckland Group uses the best in efforts to resolve these cases within five business days. Within two days of receiving a complaint, we will:

- Confirm receipt of the complaint in writing.
- Provide an explanation of how the complaint will be processed.
- Provide notice of the average timeline for resolution of such complaints.

If more time is needed to make a reasonable and informed decision, players must be informed of the delay, which cannot exceed two weeks. If a delay is due to a lack of or a

slow response from the player, the resolution period may be extended by no more than a further two weeks.

4.2 Timeline: All Other Complaint Types

The Company assesses and responds to complaints within four weeks. If necessary, due to complexity or lack of information, this period may be extended once by an additional four weeks, with prior written notice to the player.

Within one week of receiving a complaint, we will:

- Confirm receipt of the complaint in writing.
- Provide an explanation about the complaint will be processed.
- Provide notice of the average timeline for resolution of such complaints.

4.3 Response and Resolution

A player will always receive a final determination of their complaint in writing from the Company.

The response will be either:

1. A reasoned final assessment of the outcome/resolution of the complaint with supporting evidence if necessary or applicable.
2. Detailed reasons for not handling the complaint. If additional information is reasonably required to address the complaint fully, the Company must have requested this information within the initial four week time period. Should the complainant not provide the necessary information within that time period, we may reject the complaint.
3. If the player is unsatisfied with the resolution and makes a further complaint to that effect, the player is informed that they may escalate the matter to an independent ADR entity.

4.4 Artificial Intelligence (AI)

The use of AI is permissible under this Complaints Policy Guideline subject to the following terms:

1. Once a player complaint has been identified as pertaining with Responsible Gaming (Clause 4.1), communications with the player are conducted by a human, not AI.
2. Complaints that can be reasonably considered as complex should be dealt with by a human, not AI.
3. The AI records are monitored to ensure that they are reasonable in their solutions/recommendations and consistent across players with like-for-like complaints.

5 Alternative Dispute Resolution

In order to be compliant with their license conditions as mandated by LOK, each licensed operator must offer independent ADR services to their players in accordance with the ADR Policy.

1. Full details of the ADR process must be included in the operator's Terms and Conditions.

2. Operators must have uploaded to the CGA Portal an agreement with at least one CGA Certified ADR entity, within one month of the publication of the Certified ADR Providers on the official website.
3. If a complaint cannot be resolved internally, players are entitled to escalate the matter to an independent ADR provider, free of charge. For avoidance of doubt, the operator will bear all costs of the ADR process.
4. Once ADR process is completed it cannot be recommenced by either the player or the operator with another different ADR entity.
5. In the event that the player drops out of the ADR process (but it has already begun), it should be noted the player should not have the right to resurface the dispute in the future.
6. Provision of ADR services by the Company is mandatory. If the Company sets ADR parameters in order to prevent abuse (such as whether ADR must be undertaken before a player can initiate legal proceedings, the binding nature of the ADR outcome on the player, or whether there is a minimum claim value required for escalation to ADR), the CGA advises the Company to carefully consider these conditions and seek independent legal advice regarding any applicable civil legislation.

Furthermore, the CGA will take all relevant circumstances into account when assessing whether the Luckland Group's measures to prevent abuse are justified. For example, the CGA may understand that in cases involving very low-value claims there may be a legitimate concern about potential misuse.

At the same time, each case must be assessed on its own merits. For instance, if a claim concerns the admission of a self-excluded person, the CGA expects the matter to be taken seriously, regardless of the monetary value involved.

6 Record-Keeping and Reporting

Luckland Group will:

1. Submit reports to the CGA on January 15th and June 15th based on complaints submitted to us since the previous reporting period by players using the Complaints Submission Form.

The first reports become due in January 2026.

2. The report will summarise the following:

- a. Total number of complaints made.
- b. Total number of settled complaints (upheld and rejected).
- c. Number of pending or unresolved complaints.
- d. Number of complaints by category.
- e. Number referred to ADR.
- f. Number and detail of complaints for which a player has taken legal action.
- g. Ensure transparency and compliance with ADR decisions and regulatory updates.

- I. ADR service providers will have their own reporting requirements in accordance with the Alternative Dispute Resolution policy issued by the CGA.

2. Records of unresolved complaints and/or complaints that have been escalated to ADR or legal proceedings will be kept for the lesser of five years or the relevant time stipulated by data protection, statute of limitations or other relevant laws or guidelines.
3. The CGA reserves the right to request, at any time, access to records of complaints received as well as any disputes that are pending resolution.

7 Terms and Conditions

The Complaints procedure statement will be visible and accessible on Luckland Group website as a standalone link or document.

The Complaints procedure will also be clearly outlined in the Terms and Conditions. Information provided will include at a minimum:

1. Links to customer service and information on how to contact the Company.
2. Detail of information required for a player to make a complaint and links to either/both either the online form or the downloadable PDF/Word document.
3. Timelines for responses and resolution.
4. Player rights to complain including explicit rights to ADR services and regulatory escalation.
5. An explanation of the potential consequences of the relevant ADR entity's decision, and the way in which this will affect the player's right to further legal and judicial recourse.
6. Details of the ADR process and player rights.
7. Contact information for the ADR provider(s)
8. Clear information that the CGA does not mediate in individual disputes, but if the player feels the Company is in breach of regulations then the player may contact the CGA.

8 Reasons for Complaint

The player has the right to make a complaint regarding any part of their relationship with the Company, or any incident related to their participation in a game of chance. This includes (but is 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
- 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
- 9 Transition Deadline