

Player Complaints Policy

Version 1.1

Effective Date: July 2025

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

Table of Contents

1. Policy Overview	3
2. Definitions	4-5
3. Complaint Submission Process	5-7
3.1. Complaint Window.....	5-6
3.2. Stages/ Escalation of Complaint Resolution	6-7
4. Role of the CGA	7
5. Complaint Resolution Process	7-9
5.1. Timeline: Responsible Gaming Complaints.....	7-8
5.2. Timeline: All Other Complaint Types.....	8
5.3. Response and Resolution.....	8-9
6. Artificial Intelligence (AI)	9
7. Alternative Dispute Resolution.....	9-10
8. Record-Keeping and Reporting.....	10-11
9. Terms and Conditions.....	11-12
10. Reasons for Complaint.....	13
11. Confidentiality and Fairness.....	14
12. Transition Deadline.....	14
13. Contact Information.....	14

1. Policy Overview

Omega Entertainment N.V. (“the Operator”) is a duly registered company with registration number 145632, with its registered address at Seru Loraweg 17 C, Curaçao. The Company is authorized by the Government of Curaçao to conduct gaming operations under the auspices of License Number OGL/2024/558/0973 (hereinafter referred to as “the Operator” or “Omega Entertainment”).

Omega Entertainment is committed to maintaining a transparent, fair, and efficient framework for the management and resolution of player complaints and disputes. This Player Complaints Policy (“the Policy”) has been developed in strict accordance with the requirements set forth under Article 5.3 of the National Ordinance on Games of Chance (*Landsverordening op de kansspelen*, “LOK”), as enforced by the Curaçao Gaming Authority (CGA).

This Policy outlines the procedures for the submission, processing, and resolution of complaints made by players. It ensures players have access to a clear, impartial, and accessible complaints process, including free Alternative Dispute Resolution (ADR) services as mandated by the CGA. Non-compliance with this Policy may result in enforcement action by the CGA under its regulatory and supervisory mandate.

This Policy is incorporated by reference into Omega Entertainment’s Terms and Conditions, available on the Operator’s official website: www.onion.casino.com. Players are encouraged to review this Policy in conjunction with the Terms and Conditions to fully understand their rights and obligations.

This Policy does not replace or override applicable provisions of private law, including but not limited to the relevant articles under Book 6 of the Civil Code of Curaçao concerning general terms and conditions. The Operator remains accountable for full compliance with all relevant legal obligations under civil law and encourages players to seek independent legal advice where appropriate.

2. Definitions

2.1. Alternative Dispute Resolutions refers to a free, independent, and impartial process used to resolve disputes between players and the Operator when internal complaint procedures do not lead to a satisfactory outcome. It allows issues to be settled without going to court.

2.2. Book 6 of the Civil Code of Curacao (Burgerlijk Wetboek Boek 6) contains the general provisions governing obligations, including the formation, performance, and enforcement of contracts, as well as rules relating to liability, damages and general terms and conditions. In the context of this Policy, Book 6 serves as the legal framework underpinning the Operator's contractual duties and the rights of players, ensuring that all terms and dispute resolutions are carried out in accordance with applicable private law.

2.3. Complaint means 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 the submission of a Complaint Submission Form or escalation to ADR.

2.4 Complaint Policy means the present Complaints Policy of the Operator.

2.5. Complaint Submission Form means the form as indicated in section 3.2.4.

2.6. Curacao Gaming Authority (CGA) means the official regulatory body appointed by the Government of Curaçao responsible for licensing, supervising, and enforcing compliance within the gaming industry. The CGA ensures that operators like Omega Entertainment N.V. adhere to national laws, including the National Ordinance on Games of Chance (LOK), and safeguards player protection and fair gaming practices.

2.7. Dispute means 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.

2.8. National Ordinance on Online Gambling and Games of Chance (NOOGH or LOK)) means the Curaçao law that regulates licensing and operation of gaming activities, establishing requirements for fair play, player protection, and oversight by the Curaçao Gaming Authority.

2.9. Player's Interaction means any written communication initiated by a player and directed to Omega Entertainment's customer service team, encompassing general inquiries, feedback, requests for assistance, or clarification regarding the Operator's services.

2.10. Responsible Gaming Policy: This Responsible Gaming Policy outlines the Operator's commitment to preventing gambling-related harm by promoting safe and responsible play. It includes measures to protect vulnerable players, prevent underage gambling, and provide tools such as self-exclusion, deposit limits, and reality checks. The policy ensures compliance with regulatory standards and reflects the Operator's duty to support players who may be at risk of problem gambling.

2.11. Vulnerable Players means individuals who, due to age, mental health conditions, financial hardship, cognitive impairment, or gambling-related problems, are at an increased risk of experiencing negative consequences from gambling. The Operator has a duty to identify and protect such players by implementing responsible gaming measures, including appropriate intervention, support, and limitations on gambling activity where necessary.

3. Complaint Submission Process

3.1 Complaint Window

- 3.1.1. This Policy applies to all players engaging with Omega Entertainment'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.
- 3.1.2. Players are entitled to submit a complaint at no cost within six (6) months following the settlement of the bet or the event that triggered the complaint.
- 3.1.3. In the case of peer-to-peer (P2P) games (such as poker) or ante-post fixed odds betting, the six-month complaint period begins from the settlement of the bet or the conclusion of the relevant event, rather than the date the wager was placed.
- 3.1.4. 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

3.2.1. 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 Omega Entertainment to third parties.

3.2.2. Players must first engage Omega Entertainment's customer support team via email support@onioncasino.com or live chat accessible through the Operator's website.

3.2.3 If the matter is not resolved through initial contact with the Operator, the player may file a formal complaint by completing the Complaint Submission Form, available via the following methods:

- a) as a downloadable PDF, which may be completed and submitted either by email to complaints@onioncasino.com or uploaded through the designated link.
- b) as an online form accessible at info@onioncasino.com.

3.2.4 The Complaint Submission Form includes 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).

3.2.5 The form must be available in English and in the language of the website /domain that the player is using.

3.2.6 The Operator may request supporting documentation that the player requires to include as part of the complaint. Any additional information or documentation requested by the operator must be reasonable in the context of a compliant solution.

- 3.2.7 The Operator must offer an ADR option for the players, subject to the requirements of Clause 5.
- 3.2.8 Except if mutually agreed under specific terms of ADR (Clause 5), the Operator must not restrict the rights of the player to take legal action.

4. Role of the Curaçao Gaming Authority (CGA)

- 4.1. The Operator must clearly explain the role of the Curaçao Gaming Authority (CGA) in its Terms and Conditions. It must be made clear that the CGA does not mediate or resolve individual player complaints related to gambling transactions.
- 4.2. The CGA will not resolve or make decisions on any player complaints regarding gambling – related transactions on the operator’s website (s).
- 4.3. Any decision made by the Operator or an Alternative Dispute Resolution (ADR) provider is considered final. However, if the CGA determines that the complaint was not handled properly, it may take supervisory or enforcement action.
- 4.4. Players have the right to contact the CGA directly through www.cga.cw to report serious concerns such as misconduct, violations of licensing conditions, or whistleblower matters.
- 4.5. While the CGA does not intervene in specific player disputes, it may use complaint information to support its ongoing regulatory oversight and enforcement duties.

5. Complaint Resolution Process

5.1 Timeline: Responsible Gaming Complaints

5.5.1. Complaints related to responsible gaming should be prioritized due to potential impacts on players’ well-being. Complaints should be categorized as related to responsible gaming in any case regarding the 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.

5.5.2. The Operator must use best efforts to resolve these cases within five (5) business days.

5.5.3. Within two (2) days of receiving a complaint, the Operator 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.

5.5.4. If more time is needed by the Operator to make a reasonable and informed decision, players must be informed of the delay, which cannot exceed two (2) 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 (2) weeks.

5.2 Timeline: All Other Complaint Types

5.2.1 The Operator will assess and respond to complaints within four (4) weeks. If necessary, due to complexity or lack of information, this period may be extended once by an additional four (4) weeks, with prior written notice to the player.

5.2.2 Within one week of receiving a complaint, the Operator 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.

5.3 Response and Resolution

5.3.1 A player will always receive a final determination of the complaint in writing, which will be either:

- a) A reasoned final assessment of the outcome or resolution of the complaint shall be provided by the Operator, including supporting evidence where necessary or applicable.
- b) The Operator shall provide detailed reasons if the complaint is not handled. If additional information is reasonably required to fully address the complaint, the Operator must request such information within the initial

four-week period. If the complainant fails to provide the requested information within that timeframe, the Operator may reject the complaint.

- c) If the player is unsatisfied with the resolution and submits a further complaint, the player shall be informed of their right to escalate the matter to an independent Alternative Dispute Resolution (ADR) entity.

6 Artificial Intelligence (AI)

6.1 The Operator may employ artificial intelligence (AI) systems to support the management and processing of player complaints, provided that the following conditions are strictly adhered to:

- 6.1.1. Once a player complaint is identified as relating to Responsible Gaming (as defined in Clause 6.1), all communications with the player must be conducted by a human representative and not by AI.
- 6.1.2. Complaints deemed to be reasonably complex should be handled exclusively by human staff, rather than AI systems.
- 6.1.3. The Operator shall regularly monitor AI-generated records to ensure that solutions and recommendations are reasonable, appropriate, and applied consistently across complaints of a similar nature.

7. Alternative Dispute Resolution

- 7.1. To comply with license conditions mandated by the National Ordinance on Games of Chance (LOK), the Operator is required to provide independent Alternative Dispute Resolution (ADR) services to their players in accordance with the established ADR Policy.
- 7.2. The Operator's Terms and Conditions must include comprehensive details of the ADR process.
- 7.3. The Operator must submit an agreement with at least one CGA-certified ADR provider to the CGA Portal within one month following the publication of the list of Certified ADR Providers on the official Curaçao Gaming Authority website.

- 7.4. If a complaint cannot be resolved internally, the player is entitled to escalate the matter to an independent Alternative Dispute Resolution (ADR) provider free of charge. The Operator shall bear all costs associated with the ADR process.
- 7.5. Upon conclusion of the ADR process, neither the player nor the Operator may initiate a subsequent ADR proceeding concerning the same dispute with a different ADR entity.
- 7.6. If the player withdraws from the ADR process after it has commenced, the player forfeits the right to reopen or pursue the dispute thereafter.
- 7.7. Provision of ADR services by the Operator is mandatory. Where the Operator imposes conditions to prevent misuse of the ADR process—such as requiring ADR prior to initiating legal proceedings, enforcing the binding nature of ADR outcomes on the player, or setting a minimum claim value for ADR eligibility—the Operator is advised to thoroughly assess these conditions and seek independent legal advice to ensure compliance with applicable civil law. The Curaçao Gaming Authority (CGA) will consider all relevant factors when evaluating whether such measures to prevent abuse are justified, acknowledging that concerns regarding misuse may be legitimate in cases involving very low-value claims.
- 7.8. Each case shall be evaluated on its individual merits. For example, in instances involving the admission of a self-excluded person, the Curaçao Gaming Authority (CGA) expects the matter to be treated with the utmost seriousness, irrespective of the monetary value involved.

8. Record-Keeping and Recording

8.1. The Operator shall:

8.1.1. Submit reports to the Curaçao Gaming Authority (CGA) on January 15th and June 15th each year. These reports will cover complaints submitted by players using the Complaint Submission Form during the preceding reporting period. The first report is due on January 15th, 2026.

8.2. Each report will include the following:

- a) Total number of complaints made.
- b) The number of complaints remains pending or unresolved.
- c) The number of complaints categorized by type.
- d) The number of complaints referred to Alternative Dispute Resolution (ADR).
- e) The number and details of complaints where the player has initiated legal proceedings.

8.3. The Operator shall ensure transparency and compliance with ADR decisions as well as any regulatory updates issued by the Curaçao Gaming Authority (CGA).

8.4. ADR service providers shall adhere to their own reporting obligations as outlined in the Alternative Dispute Resolution policy issued by the CGA.

8.5. Records pertaining to unresolved complaints, as well as complaints escalated to ADR or legal action, shall be retained for a period no shorter than five years, or for the duration required by applicable data protection laws, statutes of limitations, or other relevant regulations.

8.6. The CGA reserves the right to request, at any time, access to records of complaints received and details of any disputes pending resolution.

9. Terms and Conditions

9.1. The Operator's Complaints Policy is prominently displayed as a standalone document at onion.casino and is referenced within the Operator's Terms and Conditions at onion.casino.

9.2. The following information is provided:

- a) Links to customer service and information on how to contact the operator.
- b) Details 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.
- c) Timelines for responses and resolution.
- d) Player rights to complain include explicit rights to ADR services and regulatory escalation.
- e) An explanation of the potential consequences of the relevant ADR entity's decision, and the way this will affect the player's right to further legal and judicial recourse.
- f) Details of the ADR process and player rights.
- g) Contact information for the ADR provider(s)
- h) Clear information that the CGA does not mediate in individual disputes, but if the player feels the operator is in breach of regulations that the player may contact the CGA.

10. Reasons for Complaint

10.1. The player has the right to make a complaint regarding any part of their relationship with the operator, 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

11. Confidentiality and Fairness

- 11.1. The Operator commits to handling all complaints with the utmost confidentiality. All personal and sensitive information provided during the complaint process will be securely managed and used solely for the purpose of investigating and resolving the complaint, in accordance with applicable data protection laws and regulations.
- 11.2. Furthermore, the Operator guarantees that all complaints will be addressed impartially, fairly, and promptly. No player shall face any form of retaliation or discrimination for submitting a complaint in good faith. The complaint resolution process will be conducted transparently, ensuring equal treatment and adherence to the principles of natural justice throughout.

12. Transition Deadline

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

13. Contact Information

- 13.1. Players wishing to submit complaints or seek assistance may contact:
- Customer Support: support@onioncasino.com
 - CGA: for regulatory concerns or to report potential breaches, players may reach out directly via the official CGA website: www.cga.cw



(SMES) Solutions for Management Employment Support N.V.

Managing Director

03.06.2026