

# **PLAYERS COMPLAINT POLICY**

## **of Goodwin N.V.**

**Version 1.0 | Effective: July 30, 2025**

Signed by:

  
\_\_\_\_\_  
Vladyslav Nebrat

Approved on 07/31/2025

Morganite Corporate Services B.V.

Managing Director

  


# 1. Policy Overview

1.1 This Players Complaint Policy establishes the framework for receiving, handling, and resolving player complaints in compliance with Article 5.3 of the National Ordinance on Games of Chance (Landsverordening op de kansspelen, “LOK”).

1.2 Goodwin N.V. is committed to ensuring a transparent, fair, and efficient process for complaint resolution, including access to free and independent Alternative Dispute Resolution (“ADR”) services.

1.3 This Policy applies to all registered players of Goodwin N.V. 's products and forms part of the Terms and Conditions of our gaming platform.

1.4 The Policy is publicly available on our website as a standalone document and is clearly referenced in the Terms and Conditions.

# 2. Definitions

**2.1 Player Interaction** – Any written or electronic communication initiated by a player and directed to Goodwin N.V.’s Customer Support team. This includes general enquiries, requests for assistance, or any other service-related contact via live chat, email, or other officially designated communication channels.

**2.2 Complaint** – A formal expression of dissatisfaction by a registered player concerning the Company’s gaming, betting, or customer service operations. A complaint indicates that the player seeks an investigation, response, or corrective action. For the purposes of this Policy, a complaint is considered “lodged” when:

- The player sends a message to the Company’s official support channels (live chat on the website or app, or email to **complaints@immerion.com** or **support@immerion.com**), clearly stating the nature of the dissatisfaction; and
- The content of the message reasonably indicates that the player expects an official response.

**2.3 Dispute** – A complaint that remains unresolved to the player’s satisfaction following the Company’s internal resolution process, and which the player chooses to escalate to an independent ADR provider, regulatory authority, or competent court.

# 3. Complaint Submission Process

**3.1 Eligibility to Lodge a Complaint** – Only the registered account holder may submit a complaint. In accordance with Article 1.3(c) of the LOK, players may not assign, sell, transfer, or otherwise dispose of any rights or claims arising from their gaming account to another person or entity.

**3.2 Complaint Window** –

- Players may submit a complaint at any time within six (6) months of the date on which the relevant bet was settled, or the incident occurred.

- For peer-to-peer games (such as poker) or ante-post fixed odds betting, the six-month period begins after the bet is settled or the relevant event concludes.
- For in-play (live) sports betting complaints, players should be aware that certain transactional or event data may only be stored for a short period; therefore, timely reporting is strongly recommended.

**3.3 Acceptable Submission Methods** – players may submit complaints using the following official channels:

- a. **Live Chat** – Available through the Company's website and mobile application.
- b. **Email** – Sent to **complaints@immerion.com** or [support@immerion.com](mailto:support@immerion.com).

The complaint should clearly describe the issue, include relevant dates, and attach any supporting documents or screenshots.

**3.4 Required Information** – While no fixed template is required, players are strongly encouraged to provide the following to enable timely resolution:

- Full name, username, and registered email address.
- Date of the incident and/or bet settlement.
- Detailed description of the complaint, including relevant facts.
- Any supporting evidence such as screenshots, transaction records, or correspondence.

**3.5 Acknowledgement of Receipt** – The Company will send written confirmation of receipt via the same channel used by the player within:

- **Two (2) business days** for complaints relating to Responsible Gaming.
- **Seven (7) calendar days** for all other complaints.

**3.6 Role of the Curaçao Gaming Authority (CGA)** –

- The CGA does not directly resolve individual disputes between players and operators.
- Players may contact the CGA for matters involving suspected regulatory breaches, malpractice, or violations of licensing conditions.
- Information from complaints may be used by the CGA for supervisory or enforcement purposes.

## 4. Complaint Resolution Process

**4.1 Initial Review** – Upon receipt of a complaint, the Company will:

- Log the complaint in its internal tracking system.
- Assign the matter to a qualified Customer Support or Compliance Officer.
- Review the content and determine whether additional information is required from the player.

**4.2 Responsible Gaming Complaints** – These will be prioritised and resolved as quickly as possible due to potential impacts on player well-being.

- Target resolution time: **within five (5) business days**.
- If more time is required, the player will be notified of the delay, which shall not exceed two (2) weeks, unless the delay is due to lack of player response.

#### 4.3 All Other Complaints –

- Target resolution time: **within four (4) weeks** from acknowledgement of receipt.
- In complex cases, this may be extended once for a maximum additional **four (4) weeks**, with written notification to the player explaining the reason for the delay.

#### 4.4 Communication During the Process –

- The Company will maintain regular communication with the player regarding the status of the complaint.
- If further documentation is required, the request will be reasonable and relevant to the matter under review.
- The player must respond to such requests within a reasonable period; failure to do so may result in closure of the complaint.

#### 4.5 Final Determination –

The Company will issue its decision in writing, stating either:

- a. A reasoned final assessment with supporting evidence; or
- b. A justified refusal to handle the complaint, including the reasons; or
- c. An invitation to escalate the matter to an ADR provider if the player remains dissatisfied.

#### 4.6 Escalation to ADR –

If the complaint is not resolved to the player's satisfaction, the player may submit the matter to a CGA-certified ADR provider. ADR services are provided **free of charge** to the player, and the outcome is binding for the purposes of the ADR process.

## 5. Alternative Dispute Resolution (ADR)

5.1 If the internal process fails to resolve the complaint, the player may escalate the matter to ADR free of charge.

5.2 The ADR provider's decision is final for the ADR process and cannot be re-initiated with another provider.

5.3 ADR services are available regardless of the monetary value of the complaint, except in cases of clear misuse.

## 6. Record-Keeping and Reporting

6.1 Goodwin N.V. maintains detailed records of all complaints for a minimum of five (5) years or as required by applicable laws.

6.2 Reports on complaints are submitted to the CGA biannually, including statistics on total complaints, resolutions, pending cases, ADR referrals, and legal proceedings.

## 7. Terms and Conditions Integration

7.1 This Complaints Policy is incorporated into the Terms and Conditions and available on our website as a standalone document.

7.2 The Terms and Conditions provide:

- Contact details for submitting complaints.
- Links to complaint forms.
- Timelines for response and resolution.
- Player rights to ADR and regulatory escalation.
- Information on the consequences of ADR decisions.

## 8. Reasons for Complaint

Players may submit complaints regarding, but not limited to:

- Deposits and withdrawals.
- Bonus terms.
- Account closures or restrictions.
- Alleged game errors or unfairness.
- Responsible gaming measures.
- Treatment of player balances.
- KYC and verification issues.
- Data protection concerns.
- Technical or software malfunctions.
- Anti-Money Laundering (AML) concerns.
- Fraudulent games or practices.
- Breach of license conditions.

## 9. Effective Date

This Players Complaint Policy is effective as of **31 July 2025** and remains in force until amended or replaced.