

V 1.0

WINLINK B.V.

PLAYER COMPLAINTS POLICY

Document / Revision History

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1.0	14/07/2025	Initial Draft

Contents

1.	Overview.....	4
2.	Definitions	4
3.	Stages of complaint resolution	4
4.	Complaint submission process	5
5.	Reasons for complaint	5
6.	Complaint resolution process	6
7.	Player rights & regulatory contact.....	7
8.	Record-keeping & reporting	7
9.	Versions and Amendments.....	7
10.	Acceptance of this Policy	7
11.	ANNEXES.....	7
	ANNEX 1	8

1. Overview

- 1.1. WINLINK B.V. (hereinafter “we”, “casino”, “operator”) is committed to provide a transparent, fair, and efficient process for addressing player concerns and complaints. For this purpose and in accordance with Article 5.3 of the National Ordinance on Games of Chance (LOK) and the regulations of the Curacao Gaming Authority (CGA) the Player Complaints Policy (hereinafter the “Policy”) is established.
- 1.2. The Policy determines our obligation to provide players with access to a straightforward and effective complaint and dispute resolution process, including free alternative dispute resolution (ADR) services that prioritize quality and independence.
- 1.3. This Policy is an integral part of our General Terms and Conditions and sets out the complaints submission and resolution process for the registered players of the casino.

2. Definitions

- 2.1. **Player Interaction** means any written communication initiated by a player and directed to the operator’s customer service team via LiveChat or registered email. This includes general enquiries, feedback, or requests for information, assistance, or clarification.
- 2.2. **Complaint** means 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. The Player’s Interaction is considered to be a Complaint when it is expressed via Complaint Submission Form and has been submitted by the player to the operator and/or a complaint has been escalated to ADR.
- 2.3. **Dispute** means 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).
- 2.4. **ADR** means an independent Alternative Dispute Resolution process.
- 2.5. **ADR Provider** means a CGA Certified ADR entity that has agreed with the operator.

3. Stages of complaint resolution

- 3.1. The registered player may express their dissatisfaction related to our services, and we provide a set of tools to let them escalate the issue up to the final resolution.
- 3.2. There are three stages of complaint resolution process:

- i. **Interaction with customer support team via registered email or LiveChat.** At this stage, the player's dissatisfaction is not recognized as a complaint. Nevertheless, the casino provides all reasonable endeavours to resolve the player's issue at this stage.
- ii. **Submission of the complaint.** The player may skip the first stage and lodge the complaint via the Complaint Submission Form given in the footer of the website. Once the operator receives the fully completed complaint, it becomes subject to the National Ordinance on Games of Chance regulation and will be processed as described below.
- iii. **Alternative dispute resolution (ADR).** If the player's complaint has not been resolved internally on any of the previous stages, the player may apply to the independent ADR Provider free of charge. Once ADR process is completed, it cannot be recommenced by either the player or the operator with another ADR entity. In the event that the player drops out of the ADR process (but it has already begun), it should be noted that the player should not have the right to resurface the dispute in the future. The complaints addressed to ADR Provider have a minimum claim value threshold, except complaints related to responsible gaming issues. The detailed process of applying to ADR Provider is stated in our ADR Policy.

4. Complaint submission process

- 4.1. Who can submit the complaint: only registered players. The player is not allowed to sell, donate, rent out, lease, pawn, or pledge, under any title, any of their claims against the operator.
- 4.2. Deadline for submission of the complaint is at any time up to six months after the settlement of the bet or the incident about which they are making a complaint.
- 4.3. How to submit the complaint: the player submits completed Complaint Submission Form. The Complaint Submission Form is always available in the footer of the casino website. Only fully completed Form is recognized as a complaint and will be processed. The operator may request supporting documentation the player requires to include as part of the complaint.

5. Reasons for complaint

- 5.1. 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):
 - i. Deposit issues
 - ii. Withdrawal issues
 - iii. Bonus terms and conditions

- iv. Account closures or restrictions
- v. Alleged errors or unfairness in game outcomes
- vi. Responsible gaming issues
- vii. Treatment of player balances
- viii. KYC and Verification
- ix. Data Protection
- x. Technical or Software issues
- xi. AML concerns
- xii. Issues with minors
- xiii. Fraudulent games
- xiv. Fraudulent practices
- xv. License or regulation
- xvi. Unfair terms and conditions.

6. Complaint resolution process

6.1. Complaints related to responsible gaming and other matters have different timelines. All responsible gaming issues are prioritized.

6.2. **Timeline for Responsible Gaming Complaint.** The general term to resolve these cases is supposed to be **five business days**. Within the first two days of receiving the complaint the operator:

- i. confirms receipt of the complaint in writing;
- ii. provides an explanation of how the complaint will be processed;
- iii. provides notice of the average timeline for resolution of such complaints.

However, the time limit may be extended up to the next two weeks if the operator needs more time to make a reasonable and informed decision. 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.

6.3. **Timeline for all Other Complaint Types.** The general term to assess and respond to these cases is supposed to be four weeks. Within one week of receiving the complaint the operator:

- i. confirms receipt of the complaint in writing;
- ii. provides an explanation of how the complaint will be processed;
- iii. provides notice of the average timeline for resolution of such complaints.

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. During the initial four-week term, the

operator may request additional information. If the player fails to provide the necessary information within this time period, the operator may reject the complaint.

- 6.4. Response and Resolution. We provide the player with a final determination of their complaint in writing. If the player is unsatisfied with the resolution and makes a further complaint to that effect, the player may escalate the matter to an independent ADR entity.

7. Player rights & regulatory contact

- 7.1. The player may also contact the Curacao Gaming Authority for regulatory concerns (e.g. license breaches, malpractice, or whistleblowing).
- 7.2. The CGA does not intervene in individual disputes.

8. Record-keeping & reporting

- 8.1. We maintain complaint records in compliance with legal requirements and report regularly to the CGA. Records of unresolved or escalated complaints are stored for up to five years.

9. Versions and Amendments

- 9.1. We acknowledge that internal and website versions of the Policy may have minor differences in wording, but not in meaning, to make it more readable for players. For this purpose, the drafts of website versions are attached.
- 9.2. The Policy and its website versions may be subject to amendment due to the regulation requirements, alterations in the complaint submission flow, etc. The updated Policy takes effect in two weeks after it has been announced on the website, and for the player - from the moment they confirm their acceptance of the amended Policy. The date and time of the announcement is indicated in the Policy.

10. Acceptance of this Policy

- 10.1. By accepting our General Terms and Conditions, the player acknowledges and accepts the Player Complaints Policy set out on the relevant casino's website and agrees to follow the stipulated complaints resolution process.

11. ANNEXES

- 11.1. ANNEX 1 "Winity Player Complaints Policy".

Player Complaints Policy

1. Overview

- 1.1. WINLINK B.V. (hereinafter “we”, “operator”), being the licensed operator of the online casino <https://winity.com/> (hereinafter “casino”), is committed to providing a transparent, fair, and efficient process for addressing player concerns and complaints. For this purpose and following Article 5.3 of the National Ordinance on Games of Chance (LOK) and the regulations of the Curacao Gaming Authority (CGA) the Player Complaints Policy (hereinafter the “Policy”) is established.
- 1.2. The Policy determines our obligation to provide players with access to a straightforward and effective complaint and dispute resolution process, including free alternative dispute resolution (ADR) services that prioritize quality and independence.
- 1.3. This Policy is an integral part of our General Terms and Conditions and sets out the complaints submission and resolution process for the registered players of the casino.
- 1.4. By accepting our General Terms and Conditions, the player acknowledges and accepts the Player Complaints Policy and agrees to follow the stipulated complaints resolution process.

2. Definitions

- 2.1. **Player Interaction** means any written communication initiated by a player and directed to the operator’s customer service team via LiveChat or registered email. This includes general enquiries, feedback, or requests for information, assistance, or clarification.
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- 2.3. **Dispute** means 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).
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 - ii. **Submission of the complaint.** The player may skip the first stage and lodge the complaint via the Complaint Submission Form [\[URL\]](#). Once the operator receives the fully completed complaint, it becomes subject to the National Ordinance on Games of Chance regulation and will be processed as described below.
 - iii. **Alternative dispute resolution (ADR).** If the player's complaint has not been resolved internally on any of the previous stages, the player may apply to the independent ADR Provider free of charge. Once ADR process is completed, it cannot be recommenced by either the player or the operator with another ADR entity. In the event that the player drops out of the ADR process (but it has already begun), it should be noted that the player should not have the right to resurface the dispute in the future. The complaints addressed to ADR Provider have a minimum claim value threshold, except complaints related to responsible gaming issues. The detailed process of applying to ADR Provider is stated in our ADR Policy [\[URL\]](#).

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 - viii. KYC and Verification
 - ix. Data Protection
 - x. Technical or Software issues
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