

BetIndex Limited

Remote Gambling Policies relating to
UK Licence Conditions and Codes of
Practice

Charter Place
23-27 Seaton Place
St Helier
Jersey
JE1 1JY

Contents

1	Introduction	3
2	General policy statements.....	4
2.1	General	4
2.2	Operator Status and notifications to the Gambling Commission.....	4
2.3	General ‘fair and open’ provisions	5
3	Protection of the business from being a source of crime or disorder, being associated with crime or disorder, or being used to support crime.....	7
3.1	Other Parties	7
4	Operational Policies and Procedures	10
4.1	Customer Funds	10
4.2	Identification of individual customers.....	11
4.3	‘Fair and open’ provisions	11
4.4	Gambling Commission Information requirements.....	11
4.5	Access to premises	16
5	Social responsibility	17
5.1	Promoting socially responsible gambling	17
6	Protection of children and other vulnerable persons.....	19
6.1	Access to gambling by children and young persons.....	19
7	Problem Gambling	20
7.1	Customer Contact.....	21
7.2	Self-excluding from gambling.....	21
8	Provision of credit by licensees and the use of credit cards.....	23
8.1	Acceptance of credit cards	23
8.2	Offering credit to customers	23
9	Marketing.....	24
9.1	Rewards and bonuses.....	24
10	Complaints and disputes.....	26
10.1	Complaints and disputes	26
11	Revisions	Error! Bookmark not defined.

1 Introduction

BetIndex Limited has the following Licences

- Jersey Gambling licence issued [date]
- United Kingdom Operating Licence number [TBC]

This document contains BetIndex Limited's remote gambling policies. These policies are a requirement for maintaining an Operating Licence from the United Kingdom Gambling Commission.

BetIndex Limited is licensed by the United Kingdom Gambling Commission to promote its fixed-return sports-based game.

All employees and any contractors or agents associated with BetIndex Limited remote gambling operation will be made aware of the policies and procedures contained in this document. Any contractors and agents will be contractually obliged to operate in accordance with them.

If anyone at BetIndex Limited wishes to operate any sort of gambling activity not covered in these policies, or one that requires a change to these policies, they must first seek the approval of [REDACTED] or [REDACTED] who are both registered with the Gambling Commission.

Policy

This policy is compulsory. It sets out our remote gambling policies, which are based on The Gambling Commission's Licence Conditions and Codes of Practice (LCCP), dated February 2015.

BetIndex Limited will alter this policy to reflect any future changes to the Gambling Commission's Licence Conditions and Codes of Practice.

Policies are provided in relation to:

- a. general policy statements
- b. protection of the business from being a source of crime or disorder, being associated with crime or disorder, or being used to support crime
- c. operational policies and procedures
- d. social responsibility
- e. protection of children and other vulnerable persons
- f. problem gambling
- g. marketing
- h. complaints and disputes.

2 General policy statements

2.1 General

BetIndex Limited will operate its business for UK players in accordance with the Gambling Act 2005 and the Gambling (Licensing and Advertising) Bill 2014.

BetIndex Limited will run gambling activities that comply with the general licence conditions and associated codes of practice (Licence Conditions and Codes of Practice) attached to BetIndex Limited's licence, as issued by the Gambling Commission pursuant to Section 75 of the Gambling Act 2005.

BetIndex Limited will comply with the Gambling Commission's technical standards and with requirements set by the Gambling Commission relating to the timing and procedures for testing.

2.2 Operator Status and notifications to the Gambling Commission

2.2.1 Changes to individuals occupying qualifying positions

In accordance with LCCP section 1.1.1 prior to any changes to individuals occupying a qualifying position the Gambling Commission will be informed so the details of the licence can be amended.

2.2.2 Changes to individuals roles requiring personal management licences

The company at all times has an individual with overall responsibility for one of the following functions:

- a. The overall management and direction of the business
- b. the finance function as head of that function
- c. the gambling regulatory compliance function as head of that function
- d. the marketing function as head of that function
- e. the information technology function as head of that function in so far as it relates to gambling-related information technology and software
- f. oversight of the day to day management of the licensed activities at an identified number of premises licensed under Part 8 of the Act or across an identified geographical area
- g. in the case of casino and bingo licences only, oversight of the day to day management of a single set of premises licensed under Part 8 of the Act.

The individual will have obtained a personal management licence with the Gambling Commission.

The person responsible for the gambling regulatory compliance function as head of that function shall not occupy any other specified management office unless approval has been sought from the Gambling Commission.

2.2.3 Changes to location of key equipment

BetIndex Limited will not add to any of the remote gambling equipment listed in Schedule R to their licence or relocate any of that equipment from the jurisdiction stated in the Schedule without first obtaining a variation of that detail of the licence on application pursuant to section 104(1)(b) of the Act.

2.2.4 Access for enforcement officer and data requests

BetIndex Limited will, on written request, permit an enforcement officer to inspect any of their remote gambling equipment and/or provide to the Commission copies of data held on such equipment in such format and manner as the Gambling Commission may request.

2.2.5 Gambling Software

All gambling software used by BetIndex Limited will have been manufactured by the holder of a gambling software operating licence. All such gambling software must also be supplied to the licensee by a holder of a gambling software operating licence. Such software must only be installed or adapted by the holder of such a licence.

2.2.6 Technical Standards and Equipment Specifications

BetIndex Limited will comply with the Gambling Commission's technical standards and with requirements set by the Gambling Commission relating to the timing and procedures for testing.

2.3 General 'fair and open' provisions

2.3.1 Compliance with terms

BetIndex Limited will ensure that:

1. the terms on which gambling is offered are not unfair under the Unfair Terms in Consumer Contracts Regulations 1999 and, where applicable, meet the reasonableness test under the Unfair Contract Terms Act 1977.
2. the contractual terms on which gambling is offered is set out in plain and intelligible language.
3. Customers are notified of changes to the terms before they come into effect

2.3.2 Display of licensed status

BetIndex Limited will ensure that "licensed by the Gambling Commission" and details of the Gambling Commission's website (www.gamblingcommission.gov.uk) are displayed on every screen from which customers are able to access gambling facilities provided in reliance on the UK licence.

The statement and link will be in the format, provided by the means, and contain the information from time to time specified by the Gambling Commission in its technical standards applicable to the kind of facilities for

gambling provided in accordance with the licence or otherwise notified by the Gambling Commission.

3 Protection of the business from being a source of crime or disorder, being associated with crime or disorder, or being used to support crime

3.1 Other Parties

3.1.1 Peer to Peer Network Operator

Where BetIndex Limited provide facilities for peer to peer gaming where we do not contract directly with all of the players using those facilities, BetIndex Limited will ensure that before engaging in any such arrangement that:

1. every player using the facilities in Great Britain ('a domestic player') is doing so pursuant to a contract entered into between that player and the BetIndex Limited, or that player and another holder of a Gambling Commission remote casino operating licence;
2. every player who is not a domestic player but who participates in a game of chance in which a domestic player also participates is doing so pursuant to a contract between that player and the BetIndex Limited, or that player and another holder of a Gambling Commission remote casino operating licence, or a gambling operator not licensed by the Gambling Commission through which participants use the facilities outside Great Britain and which:
 - a. holds all licences or permissions (if any) required in relation to its provision of facilities for peer to peer gaming by the laws of the state or states in which it is domiciled or incorporated;
 - b. has been approved by BetIndex Limited, after conducting due diligence enquiries into those individuals who appear to the network operator to have a material financial interest in it, as suitable to provide those facilities; and, in particular,
 - c. has in place policies and procedures in respect of the identification of customers which in the network operator's reasonable opinion satisfy requirements as to customer due diligence broadly equivalent to those set out in Directive 2005/60/EC ('the Third Money Laundering Directive') or any subsequent replacement for or re-enactment thereof;
3. the arrangements between BetIndex Limited and any remote casino licence holder through which domestic players access their facilities, and with gambling operators not licensed by the Gambling Commission through which players use their facilities outside Great Britain, provide in clear terms which operator is to be responsible for the handling of which categories of customer complaint and dispute; in particular such arrangements must provide how a dispute involving players from more than one jurisdiction is to be handled;
4. BetIndex Limited's arrangements for the sharing of information both with any remote casino licence holder through which domestic players access their facilities and with gambling operators not licensed by the Gambling Commission through which participants use the facilities outside Great

Britain are such as to enable all parties to discharge effectively their respective regulatory obligations, in particular in relation to:

- a. prevention of money laundering; combating the financing of terrorism; and where applicable, the Proceeds of Crime Act.
- b. investigation of suspected cheating,
- c. combating of problem gambling, and
- d. investigation of customer complaints.

3.1.2 Non Peer to Peer Network Operators

Where BetIndex Limited provides facilities for gambling, other than peer to peer gaming where we do not contract directly with all of the players using those facilities, BetIndex Limited will ensure that before engaging in any such arrangement that:

1. every participant using the facilities in Great Britain ('a domestic customer') is doing so pursuant to a contract entered into between that player and BetIndex Limited, or that player and another holder of a Gambling Commission remote operating licence of the same kind as that held by BetIndex Limited ('a relevant licence');
2. the arrangements between BetIndex Limited and any holder of a relevant licence through which domestic customers access their facilities, and with gambling operators not licensed by the Gambling Commission through which customers use their facilities outside Great Britain, provide in clear terms which operator is to be responsible for the handling of which categories of customer complaint and dispute; in particular such arrangements must provide how a dispute involving customers from more than one jurisdiction is to be handled;
3. BetIndex Limited's arrangements for the sharing of information both with any holder of a relevant licence and with gambling operators not licensed by the Gambling Commission through which participants use the facilities outside Great Britain are such as to enable all parties to discharge effectively their respective regulatory obligations, in particular in relation to:
 - a. prevention of money laundering; combating the financing of terrorism; and where applicable, the Proceeds of Crime Act.
 - b. investigation of suspected cheating,
 - c. combating of problem gambling, and
 - d. investigation of customer complaints.

3.1.3 Responsibility for third parties

BetIndex Limited will take responsibility for third parties with whom they contract for the provision of any aspect of the licensee's business related to the licensed activities. All contracts and engagements with third parties must:

- a. Require the third party to conduct themselves in so far as they carry out activities on behalf of the licensee as if they were bound by the same licence conditions and subject to the same codes of practice as the licensee
- b. oblige the third party to provide such information to BetIndex Limited as they may reasonably require in order to enable BetIndex

- Limited to comply with the information reporting and other obligations to the Commission
- c. enable BetIndex Limited, subject to compliance with any dispute resolution provisions of such contract, to terminate the third party's contract promptly if, in the licensee's reasonable opinion, the third party is in breach of contract (including in particular terms included pursuant to this code provision) or has otherwise acted in a manner which is inconsistent with the licensing objectives.

Where BetIndex Limited engages with third parties who provide user interfaces enabling customers to access their remote gambling facilities, BetIndex Limited will require the third party to:

- a. include a term that any such user interface complies with the Commission's technical standards for remote gambling systems; and
- b. enable them, subject to compliance with any dispute resolution provisions of such contract, to terminate the third party's contract promptly if, in the BetIndex Limited's reasonable opinion, the third party is in breach of that term.

Where BetIndex Limited engages with an affiliate the terms on which they contract with their affiliates (that is those who are given a right to advertise, or provide a hyperlink to, a licensee's gambling website) must allow BetIndex Limited to terminate, subject to compliance with any dispute resolution provisions of such contract, the affiliate's rights promptly if, in BetIndex Limited's reasonable opinion, the affiliate is in breach of a relevant advertising code of practice.

4 Operational Policies and Procedures

4.1 Customer Funds

4.1.1 Segregation of customer funds

BetIndex Limited's customer funds will be held in a separate client bank account or accounts. These will be held with Nedbank Private Wealth.

For the purposes of the Gambling Commission conditions 'customer funds' means the aggregate value of funds held to the credit of customers including, without limitation:

1. Cleared funds deposited with the licensee by customers to provide stakes in, or to meet participation fees in respect of, future gambling,
2. winnings or prizes which the customer has chosen to leave on deposit with the licensee or for which the licensee has yet to account to the customer, and
3. any crystallised but as yet unpaid loyalty or other bonuses, in each case irrespective of whether the licensee is a party to the gambling contract.

4.1.2 Disclosure to customers

BetIndex Limited holds customer funds and sets out clearly in the terms and conditions under which they provide facilities for gambling information about whether customer funds are protected in the event of insolvency, the level of such protection and the method by which this is achieved.

The information provided to the customer is according to such rating system and in such form the Commission may from time to time specify. This will be provided in writing to each customer, in a manner which requires the customer to acknowledge receipt of the information and does not permit the customer to utilise the funds for gambling until they have done so, both on the first occasion on which the customer deposits funds and on the occasion of any subsequent deposit which is the first since a change in BetIndex Limited's terms in relation to protection of such funds.

4.1.3 Payment Service Providers

BetIndex Limited only accepts payment from customers using their gambling facilities in Great Britain by a method which involves the provision of payment services as defined in Schedule 1 Part 1 of the Payment Services Regulations 2009 (SI 2009 No 209) if the provider of those services is a 'payment service provider' within the definition of that term in regulation 2 of those Regulations. These currently are:

PSP Name	PSP Address	PSP Regulator
Secure Trading Limited	19 th Floor, 40 Bank Street, Canary Wharf, London, E14 5NR	Financial Conduct Authority

4.2 Identification of individual customers

4.2.1 Multiple Accounts

1. BetIndex Limited does not allow individuals to hold separate accounts.
2. BetIndex Limited screens new registrations monthly for duplicated accounts:
3. Where suspected duplicate accounts are identified the customer is contacted by the customer services manager and advised that all their accounts have been closed and any funds successfully deposited have been returned.

4.3 'Fair and open' provisions

4.3.1 Fair terms

The gambling available on BetIndex Limited's website is governed by the Terms and Conditions that all participants agree to at registration. The Terms and Conditions can be viewed wherever you navigate through the website. The Terms and Conditions were written by Joelson Wilson LLP and are considered fair and comply with the terms and meaning contained in the Consumer Rights Act 2015.

4.3.2 Display of rules

BetIndex Limited makes available on its website the game rules and, where applicable, the return to player percentage for each game. The game rules are available to the player in a drop down menu from 'Help' in the main navigation.

4.3.3 Sports rules

Where BetIndex Limited accept bets, or facilitates the making or acceptance of bets between others, on the outcome of a sport regulated by a sport governing body all reasonable steps are taken to understand the rules applied by that body on betting, in particular betting by registered participants.

4.4 Gambling Commission Information requirements

4.4.1 Reporting suspicion of offences (non-betting)

BetIndex Limited will make all reasonable efforts to ensure that the Gambling Commission is provided with any information that is known to relate to or is suspected of relating to an offence under the Gambling Act 2005, including an offence resulting from a breach of a licence condition or a code provision having the effect of a licence condition.

4.4.2 Reporting suspicion of offences (betting)

BetIndex Limited will make all reasonable efforts to provide the Gambling Commission with any information from whatever source that:

- a. Is known or suspected may relate to the commission of an offence under the Act, including an offence resulting from a breach of a licence condition or a code provision having the effect of a licence condition
- b. suspect may lead the Commission to consider making an order to void a bet.

Where BetIndex Limited accept bets, or facilitates the making or acceptance of bets between others, on the outcome of horse races or other sporting events governed by one of the sport governing bodies included in Part 3 of Schedule 6 to the Act will also ensure that the relevant sport governing body is provided with sufficient information to conduct an effective investigation if it is suspected that information from whatever source that may:

- a. lead the Commission to consider making an order to void a bet
- b. relate to a breach of a rule on betting applied by that sport governing body.

In b above, 'rule on betting' includes any rule about bets the making or acceptance of which would be a regulated activity within the meaning of section 22 of the Financial Services and Markets Act 2000 ('spread betting').

4.4.3 Reporting of key events

BetIndex Limited will make all reasonable efforts to ensure that all key events that could have a significant impact upon the nature or structure of the business are notified to the Gambling Commission, in such form or manner as the Gambling Commission may from time to time specify, as soon as is reasonably practicable and in any event within five working days of the licensee becoming aware of the events' occurrence. The key events that are required to be notified are in accordance with section 15.2 LCCP dated May 2014 and as may be updated from time to time, currently these are:

Operator status

1. In the case of licensees which are companies, a petition being presented for their winding up or the winding up of any group company of theirs, or they or any group company being placed in administration or receivership or their directors proposing to creditors a composition in satisfaction of its debts or a scheme of arrangement of its affairs.
2. In the case of licensees which are bodies corporate, but not companies, any event substantially equivalent to those listed at 1 above.
3. In the case of a licensee who is an individual (or a partner in a partnership licensee) their being presented with a petition for their bankruptcy or sequestration or their entering into an individual voluntary arrangement.

Relevant persons and positions

4. In the case of licensees who are companies or other bodies corporate having a share capital, the name and address of any person who (whether or not already a shareholder or member) becomes a shareholder or member holding 3% or more of the issued share capital of the licensee or its holding company.

5. Any investment in a licensee which is not by way of subscription for shares.
6. The taking of any loan by the licensee, or by a group company who then makes an equivalent loan to the licensee, from any person not authorised by the Financial Conduct Authority: a copy of the loan agreement must be supplied.
7. The entering into an arrangement whereby a third party provides services to, or grants any licence concession or permission to, the licensee other than for full value: full details of the arrangements must be supplied.
8. The appointment of a person to, or a person ceasing to occupy, a 'key position': a 'key position' in relation to a licensee is:
 - a. in the case of a small-scale operator, a 'qualifying position' as defined in the Gambling Act 2005 (Definition of Small-scale Operator) Regulations 2006
 - b. in the case of an operator which is not a small-scale operator, a 'specified management office' as set out in (current) LCCP licence condition 1.2
 - c. a position the holder of which is responsible for the licensee's anti-money laundering procedures, including suspicious activity reporting
 - d. any other position for the time being designated by the Commission as a 'key position'. (Notification is required whether or not the person concerned is required to hold a personal management licence and whether or not the event notified requires the licensee to apply for a variation to amend a detail of their licence.)
9. Any change to the structure or organisation of the licensee's business which affects a 'key position' or the responsibilities of its holder.

Financial events

10. Any material change in the licensee's banking arrangements, in particular the termination of such arrangements or a particular facility and whether by the licensee or the provider of the arrangements.
11. Any breach of a covenant given to a bank or other lender.
12. Any default by the licensee or, where the licensee is a body corporate, by a group company in making repayment of the whole or any part of a loan on its due date.
13. Any court judgments (in whatever jurisdiction) against the licensee or, where the licensee is a body corporate, a group company, remaining unpaid 14 days after the date of judgment.
14. Where the licensee is required to have their accounts independently audited, any qualification to an auditors' report; and any unplanned change of auditor including a change prompted by a dispute or resulting from auditors being unable or unwilling to sign an unqualified audit report.

15. Any change in the licensee's arrangements for the protection of customer funds in accordance with the general licence condition 4 relating to the protection of customer funds (where applicable).
16. Where the licensee holds customer funds in a separate bank account, any deficit on reconciliation of such bank account.
17. Any change in the licensee's arrangements as to the methods by which, and/or the payment processors through which, the licensee accepts payment from customers using their gambling facilities (this key event applies to remote casino, bingo and betting operating licences, except ancillary and remote betting intermediary (trading room only) licences).
18. Legal or regulatory proceedings or reports
19. The grant, withdrawal or refusal of any application for a licence or other permission made by the licensee, or in the case of a licensee which is a body corporate, any group company of theirs, to a gambling regulator in another jurisdiction. In the case of a withdrawal or refusal of the application, the licensee must also notify the reasons for such withdrawal or refusal. (This condition does not apply to applications for licences or other permissions to carry on activities which would fall outside the scope of a Gambling Commission operating licence if carried out in Britain or with customers in Great Britain.)
20. Any investigation by a professional, statutory, regulatory or government body (in whatever jurisdiction) into the licensee's activities, or the activities in relation to the licensed entity of a personal licence holder or a person occupying a qualifying position employed by them, where such an investigation could result in the imposition of a sanction or penalty which, if imposed, could reasonably be expected to raise doubts about the licensee's continued suitability to hold a Gambling Commission licence.
21. The receipt of any report from a professional, statutory or other regulatory or government body (in whatever jurisdiction) of the outcome of a compliance assessment in relation to the gambling activity of the licensee or, where the licensee is a body corporate, of any group company in which at least one person who holds a key position in or in respect of the licensee holds a key position: a copy of the report should be provided where available to the licensee.
22. The referral to the licensee's Board, or persons performing the function of an audit or risk committee, of material concerns raised by a third party (such as an auditor) about the provision of facilities for gambling which are expressed (in whatever terms) as requiring attention as a high priority: a summary of the nature of the concerns must be provided.
23. The imposition by the licensee of a disciplinary sanction, including dismissal, against the holder of a personal licence or a person occupying a qualifying position for gross misconduct; or the resignation of a personal licence holder or person occupying a qualifying position following commencement of disciplinary proceedings in respect of gross misconduct against that person.

24. The commencement (in whatever jurisdiction) of any material litigation against the licensee or, where the licensee is a body corporate, a group company: the licensee must also notify the outcome of such litigation.
25. The making of a disclosure pursuant to section 330, 331, 332 or 338 of the Proceeds of Crime Act 2002 or section 19, 20, 21, 21ZA, 21ZB or 21A of the Terrorism Act 2000 (a suspicious activity report): the licensee should inform the Commission of the unique reference number issued by the United Kingdom Financial Intelligence Unit of the National Crime Agency in respect of each disclosure and for the purposes of this key event the five working day period referred to above runs from the licensee's receipt of the unique reference number.

Gambling facilities

26. Any breach in the licensee's information security that adversely affects the confidentiality of customer data or prevents customers from accessing their accounts for longer than 24 hours.
27. Any change in the identity of the ADR entity or entities for the handling of customer disputes, as required by the social responsibility code provision on complaints and disputes.
28. The reference of a dispute to an ADR entity other than one in respect of which contact details were given in accordance with the social responsibility code provision on complaints and disputes; the reason for selection of that ADR entity should be given.
29. In the case of remote gambling, the commencement or cessation of trading on website domains (including mobile sites or mobile device applications) or broadcast media through which the licensee provides gambling facilities.

4.4.4 Other reportable events

BetIndex Limited will notify the Commission in such form or manner as the Commission may from time to time specify, or ensure that the Commission is so notified, as soon as reasonably practicable of the occurrence of any of the following events:

1. the conclusion of a dispute referred to an ADR entity and in such case providing the Commission with a copy of the decision or note of the outcome
2. any outcome adverse to the licensee of any proceedings taken against the licensee (in whatever jurisdiction) by a customer in relation to a gambling transaction; but excluding proceedings allocated to the County Court small claims track or equivalent in jurisdictions outside England and Wales.
3. becoming aware that a group company which is not a Commission licensee is advertising remote gambling facilities to those residing in a jurisdiction in or to which it has not previously advertised.

4. any information which BetIndex Limited has which gives rise to knowledge or suspicion that there has been interference or attempted interference with an event which has taken or is taking place in Great Britain on which bets have;
 - a. been or are likely to be or to have been placed (whether in Great Britain or elsewhere); or
 - b. an event which has taken or is taking place outside Great Britain on which bets have been or are likely to be or to have been placed in Great Britain.

4.4.5 Regulatory returns

BetIndex Limited will make available to the Gambling Commission such information as the Commission may require about the use made of facilities provided in accordance with BetIndex Limited's licence, the manner in which gambling authorised by BetIndex Limited's licence and the company's business in relation to that gambling are conducted, including information about:

- a. the numbers of people making use of the facilities and the frequency of such use
- b. the range of gambling activities provided by BetIndex Limited and the numbers of staff employed in connection with them
- c. BetIndex Limited's policies in relation to, and experiences of, problem gambling.

BetIndex Limited will within 28 days of the end of each quarterly period submit a Regulatory Return to the Commission containing such information as the Commission may from time to time require

4.5 Access to premises

4.5.1 Staff awareness of access rights

BetIndex Limited will ensure that all employees and any contractors or agents associated with BetIndex Limited's gambling business are made aware that:

1. they must co-operate with the Gambling Commission's enforcement officers in the proper performance of their compliance functions
2. the Gambling Commission's enforcement officers have rights of entry to premises, as contained in Part 15 of the Gambling Act 2005.

5 Social responsibility

5.1 Promoting socially responsible gambling

BetIndex Limited is committed to ensuring that information about responsible gambling and accessing information and help in respect of problem gambling is readily available to all. The game rules, returns to players and links to GamCare are readily available on each page of the website. BetIndex Limited will as far as is reasonably possible, advertise the GamCare logo, the GamCare Website and the GamCare National Helpline number (0808 8020 133), with the following supporting text:

“Are you gambling more than you really want to? If you feel you have a problem with gambling please visit GamCare’s website for help and advice at www.gamcare.org.uk, or contact the GamCare National Helpline on 0808 8020 133. Lines open 8am to midnight.”

GamCare is a registered charity and has become the leading authority on the provision of counselling, advice and practical help in addressing the social impact of gambling in the UK. GamCare takes a non-judgemental approach to gambling. They do not wish to restrict the choices or opportunities for anyone to operate or engage in gambling that are available legally and operated responsibly, but do strive to develop strategies that will:

- a. improve understanding of the social impact of gambling
- b. promote a responsible approach to gambling
- c. address the needs of those adversely affected by a gambling dependency.

GamCare operates a national telephone helpline for anyone affected by a gambling problem and operates a network of both face-to-face and online counselling and support services. Additionally, GamCare works to support the development and implementation of responsible practice by the gambling industry.

BetIndex Limited will ensure that all staff associated with BetIndex Limited’s gambling business are made aware that advice is available to customers from GamCare regarding socially responsible gambling and gambling dependency.

BetIndex Limited will make an annual financial contribution to one or more organisation(s) which between them research into the prevention and treatment of gambling-related harm, develop harm prevention approaches and identify and fund treatment to those harmed by gambling.

5.1.1 Responsible Gambling Information

1. BetIndex Limited makes information readily available to their customers on how to gamble responsibly and how to access information about, and help in respect of, problem gambling. This information is made available via www.footballindex.co.uk/responsiblegambling and covers:
 - a. The measures provided to help individuals monitor or control their gambling

- b. self -exclusion options
 - c. information about the availability of further help or advice.
2. The information is available to all customers whether or not BetIndex Limited may consider the customer a 'problem gambler'.
 3. The information is made available in any foreign language that it actively marketed.

5.1.2 Gambling management tools and responsible Gambling Information

BetIndex Limited will offer a 'time out' facility for customers for the following durations:

- a) 24 hours
- b) one week
- c) one month or
- d) such other period as the customer may reasonably request, up to a maximum of 6 weeks.

5.1.3 Responsible gambling information for staff

BetIndex Limited will take all reasonable steps to ensure that staff involved in the provision of facilities for gambling are made aware of advice on socially responsible gambling and of where to get confidential advice should their gambling become hard to control.

6 Protection of children and other vulnerable persons

6.1 Access to gambling by children and young persons

6.1.1 General policy

BetIndex Limited has policies and procedures designed to prevent underage gambling, and monitor the effectiveness of these. These policies are:

1. To contain a notice on the registration page warning potential customers that underage gambling is an offence;
2. Requiring customers to affirm that they are of legal age; Customers are required to tick they have confirmed they have read and understood the Terms and Conditions which includes confirmation that they are of a legal age in their jurisdiction to gamble.
3. To attend trade shows and events to review age verification systems and understanding industry standards and any technological improvements that have taken place in order to assess the suitability of BetIndex Limited's own systems.
4. To ensure that relevant staff are properly trained in the use of their age verification procedures; in particular customer services staff must be appropriately trained in the use of secondary forms of identification when initial verification procedures fail to prove that an individual is of legal age;
5. To enable BetIndex Limited's websites to permit filtering software to be used by adults (such as parents or within schools) in order to restrict access to relevant pages of those sites;
6. BetIndex Limited will request their contracted partners to, draw attention to parental responsibility as part of the purchasing process of facilities such as mobile phones and interactive television.

6.1.2 UK residents

1. For any UK resident customer who deposits money using any type of payment method other than a credit card, and BetIndex Limited has established that a third party does not conduct satisfactorily age verification, the following age verification procedures are applied:
 - i. verifying additional information about the customer, such as carrying out searches of credit reference and other databases that list names and addresses of individuals over the age of 18;
 - ii. carrying out secondary age verification checks in any circumstances which gives BetIndex Limited reason to suspect that the person may be underage;
 - iii. not permitting the customer to withdraw any winnings from their account until age verification has been satisfactorily completed; and
 - iv. in any event, a requirement that if age verification has not been satisfactorily completed within 72 hours of the customer applying to register to gamble and depositing money:

- the account will be frozen
 - no further gambling will be permitted until age verification has been successfully completed
 - if on completion of age verification the customer is shown to be underage, BetIndex Limited will return to the customer any money paid in respect of the use of the gambling facilities, and no winnings shall be paid.
2. For any UK resident BetIndex Limited has ensured that appropriate age verification checks have been conducted by third-parties to ensure that individuals over the age of 18 before deposits are accepted.

6.1.3 Non-UK residents

1. For any non-UK resident customer who deposits money using any type of payment method other than a credit card, and BetIndex Limited has established that a third party does not conduct satisfactorily age verification, the following age verification procedures are applied:
- i. all reasonable steps to make use of information available for age verification purposes from whichever country the potential customer is resident in; and
 - ii. each of the following steps, unless they cannot reasonably be implemented or, in the case of the fourth point, a period of more than 72 hours was reasonably required:
 - a. verifying additional information about the customer, such as carrying out searches of credit reference and other data bases that list names and addresses of individuals over the age of 18
 - b. carrying out secondary age verification checks in any circumstances which give the operator reason to suspect that the person may be underage
 - c. not permitting the customer to withdraw any winnings from their account until age verification has been satisfactorily completed
 - d. a requirement that if age verification has not been satisfactorily completed within 72 hours of the customer applying to register to gamble and depositing money:
 - the account will be frozen;
 - no further gambling will be permitted until age verification has been successfully completed; and
 - if on completion of age verification the customer is shown to be underage all deposits held by the operator are returned to the customer and no winnings paid.
2. For any non-UK resident BetIndex Limited has ensured that appropriate age verification checks have been conducted by third-parties to ensure that individuals over the age of 18 before deposits are accepted.

7 Problem Gambling

7.1 Customer Contact

1. BetIndex Limited will ensure that staff have access to all relevant sources of information and policies to ensure effective decision making, in order to guide and deliver effective customer interactions, including information to assist in identifying at risk customers whom;
 - a. may not be displaying obvious signs of, or overt behaviour associated with, problem gambling
 - b. are designated as 'high value', 'VIP' or equivalent
 - c. are demonstrating signs of agitation, distress, intimidation, aggression or other behaviours that may inhibit customer interaction
2. BetIndex Limited will, where circumstances allow and subject to player confidentiality, share experience and deliver good practice across the full range of social responsibility requirements for customer interaction with other operators.
3. BetIndex Limited will keep a record of customer interactions, and where an interaction has been ruled out, the reasons for this.
4. BetIndex Limited will provide training to staff on their responsibilities for customer interaction which, for relevant staff, will include induction training and refresher training.
5. In the event that an application to participate is received from a suspected problem gambler:
 - a. The customer must be tactfully referred to GamCare by the appropriate customer services manager.
 - b. The customer's details must be logged for the purposes of possible exclusion from future participation, should any similar incidents re-occur.
 - c. All written and verbal communication between staff and suspected problem gamblers must be monitored and approved by a customer services manager.
 - d.
6. In the event that an existing customer is suspected of becoming a problem gambler:
 - a. Any requests for any increases excess of the recommended maximums or limits previously set (see "Customer Interaction" later) must be tactfully refused.
 - b. The customer must be tactfully referred to GamCare, by the appropriate customer services manager.
 - c. The customer's details must be logged for the purposes of possible exclusion from future participation, should any similar incidents re-occur.
 - d. All written and verbal communications between staff and the suspected problem gambler should be monitored and approved by the customer services manager.

7.2 Self-excluding from gambling

1. Customers will be given the opportunity to self-exclude either by through the website, by contacting the live help or by e-mailing the customer service team.
 - a. the minimum self-exclusion period offered is of a duration of not less than 6 nor more than 12 months
 - b. any self-exclusion may, on request, be extended for one or more further periods of at least 6 months
 - c. the self-exclusion arrangements give customers the option of selecting a self-exclusion period of up to at least five years
 - d. a customer who has decided to enter a self-exclusion agreement is given the opportunity to do so immediately without any cooling-off period. However, if the customer wishes to consider the self-exclusion further (for example to discuss with problem gambling groups) the customer may return at a later date to enter into self-exclusion

2. BetIndex Limited will ensure that self-excluders from gambling:
 - a. at the end of the period chosen by the customer, the self-exclusion remains in place, for a minimum of 7 years, unless the customer takes positive action to gamble again
 - b. makes a positive request to begin gambling, during the 7 years following the end of their initial self-exclusion, the customer is given one day to cool off before being allowed to access gambling facilities. Contact must be made via phone or in person; re-registering online is not sufficient; and
 - c. notwithstanding the expiry of the period of self-exclusion chosen by a customer, no marketing material should be sent to them unless and until they have asked for or agreed to accept such material.
 - d. are signposted to counselling and support services.

3. In the event that an application to participate is received from a person who has previously advised BetIndex Limited that they have excluded themselves from participating in gambling:
 - a. The application will be rejected by the customer services manager and the prospective customer will be advised in writing of the reasons for the rejection and tactfully referred to GamCare.
 - b. All written and verbal communication between staff and the self-excluder must be monitored and approved by a customer services manager.

4. In the event that an existing customer self-excludes from gambling:
 - a. Any player balance must be refunded at the earliest opportunity.
 - b. All written and verbal communication between staff and the self-excluder must be monitored and approved by a customer services manager.
 - c. Are marked on the player database as having been self-excluded

5. BetIndex Limited will ensure that:
 - a. Induction and refresher training is provided to staff in their responsibilities for self-exclusion
 - b. It participates in the national multi-operator self-exclusion scheme

8 Provision of credit by licensees and the use of credit cards

8.1 Acceptance of credit cards

1. BetIndex Limited allows participants to deposit using credit cards for the purposes of gambling only:
 - a. where that payment is made to a customer account
 - b. the card issuer has approved the transaction.

8.2 Offering credit to customers

BetIndex Limited will only offer credit to customers where:

- a. the customer's credit worthiness has been checked upon request for and for the increase of any existing credit limits
- b. the procedures for allowing credit has been agreed to by the customer
- c. a maximum credit limit has been applied and any request for increase requires the customer to be checked again before applying an increase in limit
- d. a 24-hour delay between receiving a request for an increase in a credit limit and granting it has expired
- e. there are no minimum spending applied in order to receive a credit limit
- f. all reasonable steps to ensure that offers of credit are not sent to vulnerable persons, including those who have self-excluded from gambling have been taken
- g. the customer has acknowledged the risk warning of what may happen in the event of default

9 Marketing

9.1 Rewards and bonuses

9.1.1 Incentive and reward schemes

If BetIndex Limited makes available to any customer or potential customer any incentive or reward scheme or other arrangement under which the customer may receive money, goods, services or any other advantage ('the benefit') the scheme will be designed to operate, and be operated, in such a way that:

1. the circumstances in which, and conditions subject to which, the benefit is available are clearly set out and readily accessible to the customers to whom it is offered;
2. neither the receipt nor the value or amount of the benefit is:
 - a. dependent on the customer gambling for a pre-determined length of time or with a pre-determined frequency; or
 - b. altered or increased if the qualifying activity or spend is reached within a shorter time than the whole period over which the benefit is offered.
3. if the value of the benefit increases with the amount the customer spends it does so at a rate no greater than that at which the amount spent increases; and further that:
4. if the benefit comprises free or subsidised travel or accommodation which facilitates the customer's attendance at particular licensed premises the terms on which it is offered are not directly related to the level of the customer's prospective gambling.

9.1.2 Proportionate rewards

BetIndex Limited will only offer incentive or reward schemes in which the benefit available is proportionate to the type and level of customers' gambling.

9.1.3 Compliance with advertising codes

1. All of BetIndex Limited's advertising of gambling products and services will be undertaken in a socially responsible manner. BetIndex Limited will comply with the advertising codes of practice issued by the Committee of Advertising Practice (CAP) and the Broadcast Committee of Advertising Practice (BCAP).
2. For media not explicitly covered, BetIndex Limited will apply the principles included in these codes of practice as if they were explicitly covered. BetIndex Limited will also follow any relevant industry code of practice on advertising, notably the Gambling Industry Code for Socially Responsible Advertising.

9.1.4 Marketing, advertising and fair and open terms

1. Any marketing communications undertaken by BetIndex Limited will not include a child or young person. No-one who is, or seems to be less than

25 years old may be featured in gambling and no-one will be portrayed as behaving in an adolescent, juvenile or loutish way.

2. BetIndex Limited will ensure suitable authorisation has been given prior to release of marketing communications, advertisements, and invitations to purchase (within the meaning of the Consumer Protection from Unfair Trading Regulations 2008), including 'free bet' offers, to ensure they do not involve misleading actions or misleading omissions within the meaning of those Regulations.
3. BetIndex Limited will abide by any relevant provision of the CAP or BCAP code, as the case may be, which relates to 'free bet', 'bonus' or similar offers and in that regard follow the CAP and BCAP 'Guidance on the rules for gambling advertisements'. In particular that:
 - a. Marketing communications (which include advertisements) will state significant limitations and qualifications. Qualifications may clarify but must not contradict the claims that they qualify.
 - b. Marketing communications that include a promotion and are significantly limited by time or space will include as much information about significant conditions as practicable and must direct customers clearly to an easily accessible alternative source where all the significant conditions of the promotion are prominently stated. Participants will be able to retain those conditions or easily access them throughout the promotion.
 - c. Terms and conditions relating to customers' understanding of a 'free bet' offer and of the commitments that they have to make in order to take advantage of such an offer will generally be stated in the advertisement itself. Where the advertisement is limited by time or space (for example a banner advertisement), significant conditions likely to affect a consumer's decision to participate in promotions will be displayed no further than one click away from the advertisement itself.
4. The terms and conditions of each marketing incentive will be made available for the full duration of the promotion.
5. BetIndex Limited will ensure that no advertising or other marketing information, whether relating to specific offers or to gambling generally, appears on any primary web page/ screen, or micro site, that provides advice or information on responsible gambling.

10 Complaints and disputes

10.1 Complaints and disputes

BetIndex Limited has implemented a Complaints Handling Procedure which will be made available on the website.

10.1.1 Complaints and dispute procedure

BetIndex Limited will:

1. Make the Complaint Handling Procedure available to a potential or actual customer upon request
2. Handle all complaints in accordance with this Complaint Handling Procedure
3. Advise the Gambling Commission on the status of all disputes that are referred to the company Alternate Dispute Resolution entity
4. Hold BetIndex Limited's complaints register for six years.
5. Ensure that staff involved in BetIndex Limited in any way will be familiar with the policy and its requirements and ensure all activities comply with them

