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# Tipico Responsible Gaming Policy

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## 1. DOCUMENT CONTROL

### 0.1 Target Audience

All Tipico Group employees.

### 0.2 Classification

This document is classified as „PUBLIC“

### 0.3 History

Version	Modifications	Date	Type	Responsible
0.1	Draft	21.02.2018	Draft	Head of Corporate Responsibility
1.0	Release version	01.03.2018	Release	Head of Corporate Responsibility

### 0.4 Revision

The policy is reviewed on an annual basis and adapted, when found necessary.

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### 3. DEFINITIONS

3.1 An underage case is any situation in which

- an underage person had been able to unimpededly access a betting facility
- a customer account or card was registered to the identity of an underage person
- the owner of a customer account or card alleges that the account or card was used by an underage person
- ID verification processes indicate the account owner to be underage

3.2 A responsible gaming case is any situation in which

- we are dealing with a person who has explicitly expressed indication of disordered gambling or manifest financial issues (see appendix C)
- a customer indicates harming or threatens to harm themselves or others
- a third party has informed us about a customer of ours showing signs of disordered gambling or manifest financial issues (see appendix C)
- a customer has requested a player protection measure
- we are dealing with a person who is (self-)excluded indefinitely

3.3 A compliance dispute is any situation in relation to our regulatory duties in which

- a customer issued a formal complaint
- a customer has requested alternative dispute resolution (ADR) or threatened legal action against us
- ADR proceedings have been initiated
- a customer has filed a dispute with a regulatory authority
- a lawyer has contacted us on behalf of a customer

### 4. PURPOSE

4.1. The protection of specifically vulnerable segments of the populace is a central goal of gambling regulation. Violations thereof can have a dramatic impact on licensing and reputation towards regulatory authorities and consumers. This policy refers to ownership and internal rules and processes on how to deal with situations related to specifically vulnerable customers.

4.2. The Responsible Gaming Policy applies to all services and channels offered by Tipico. Requirements are focusing on customer accounts but apply in analogy to customer cards.

## 5. OWNERSHIP

5.1. Underage cases, responsible gaming cases and compliance disputes including the accounts involved in such are temporarily owned by the Chief Regulatory Officer for as long as the case is pending or any related account statuses persist. The operational management of these cases in day to day operations is delegated on a case by case basis or along clearly defined processes or responsibilities.

5.2. Content, processes and product functionalities related to compliance information, reality checks, customer limits (related to deposit, turnover, loss or time), account closure and reopening, self-exclusion and revocation thereof, as well as imposed exclusion are owned by the Chief Regulatory Officer. The operational management of these assets in day to day operations is delegated along clearly defined processes or responsibilities.

## 6. RESPONSIBLE GAMING CONCEPT

6.1. Being a regulatory requirement in most markets, the Responsible Gaming Concept has the purpose of describing Tipico's overarching strategy of how to attain regulatory goals of preventing gambling related disorders.

6.2. As a consequence, it is not just a repetition of explicit applicable regulatory requirements, but instead a comprehensive description of strategy and implemented measures. In order to be considered compliant, the Responsible Gaming Concept must be able to credibly argue, why our approach mitigates public health risks related to gambling.

6.3. All requirements from the Responsible Gaming Concept must be adhered to, where applicable to the respective channel.

## 7. UNDERAGE CASES

Minors lack the business capacity to sign a gambling contract. Consequently, all unambiguously documented transactions, conducted by minors, are void. Transactions (deposits and withdrawals) made, while a customer was underage must therefore be rolled back, when detected.

7.1. If the minor is not the account owner, the case must be investigated in detail. In cases of negligence or cooperation by the account owner a potential violation of our Terms of Service shall be considered.

7.2. If a customer has – after becoming of legal age – failed to notify us about incorrect information in their identity data, they are in breach of our Terms of Service and all deposits or winnings until they notify us shall be withheld.

7.3. Accounts created with incorrect identity data by minors must be blocked. The customer is allowed to create a new account with correct identity data after becoming of legal age.

## 8. CUSTOMER REQUESTS FOR LIMITS

8.1. Requests for limit setting can be resolved by setting the limit for the customer. Alternatively, it can be handled by instructing the customer how to change their limits themselves.

8.2. If a limit change is conducted on behalf of the customer, the regulatory waiting periods upon limit increase / removal must be adhered to.

8.3. Customers shall never be offered a reward for not setting a limit or for increasing / removing a limit they have set at an earlier point in time.

## 9. CUSTOMER REQUESTS FOR ACCOUNT CLOSURE

9.1. Requests for temporary or indefinite account closure or account termination are generally not considered responsible gaming cases. A closure request, however, must be considered a request for self-exclusion, if – as part or in the periphery of the request (e.g. same week) – the customer has:

- referred directly to exclusion (“[...]Ausschluss”, “[...]Sperre”)
- referred to indication of disordered gambling or manifest financial problems (see appendix A)
- expressed the request of being prevented from gambling or of never gambling again
- indicated harming or threaten to harm themselves or others.

- 9.2. It is the right of a customer to terminate their gaming contract with us at any time. Closure requests should be accepted from any channel that allows us to sufficiently assure the identity of the contact.
- 9.3. Customer's request for account closure must always be complied with without unnecessary delay. Closure should be conducted upon request. Customers must not be sent to the platform to conduct the closure themselves.
- 9.4. Customers shall never be offered a reward for not requesting an account closure. However, once the closure is conducted the customer can be offered a reward for reopening their account.
- 9.5. During the period of closure, the withdrawal of remaining funds to the players shall be facilitated. Access to depositing or to gambling transactions shall be denied.
- 9.6. Closed accounts can be marketed, unless the customer has opted out of receiving marketing communication.
- 9.7. The customer can be offered incentives, in case he decides to reopen their account again. The reopening can take place immediately upon customer request.
- 9.8. Closed accounts can be subject to an inactivity fee.
- 9.9. Retention and deletion of personally identifiable data after indefinite account closure is governed by the Data Privacy Policy.

## 10. CUSTOMER REQUEST FOR SELF-EXCLUSION

- 10.1. Requests for temporary or indefinite self-exclusion must be considered responsible gaming cases.
- 10.2. It is the right of a customer to exclude from gambling at any time. Exclusion requests should be accepted from any channel that allows us to sufficiently assure the identity of the contact.

- 10.3. Customers' requests for exclusion must always be complied with without unnecessary delay within max 48 hrs after receiving the request. Customers must not be sent to the platform to conduct the exclusion themselves.
- 10.4. Exclusion request without a specific duration provided by the customer – even after requesting that information – must be considered as indefinite.
- 10.5. Customers shall never be offered a reward for not requesting a self-exclusion.
- 10.6. Once made, a request for self-exclusion cannot be revoked by the customer for the applicable minimum duration.
- 10.7. During the period of exclusion, the withdrawal of remaining funds to the players shall be facilitated. Access to depositing or to gambling transactions shall be denied.
- 10.8. We are forbidden from initiating communication with an excluded player. Excluded accounts cannot be marketed, even after the minimum duration has expired. Communication (e.g. via transactional mails) to the customer must be curtailed to what is necessary for the customer to maintain their current status.
- 10.9. Excluded accounts are not subject to an inactivity fee.
- 10.10. In order to safeguard the exclusion agreement personally identifiable data of excluded players must be retained for a duration of 6 years. After that, data can be deleted after explicit request by the customer and in line with the Data Privacy Policy.

## 11. REOPENING OF CLOSURES

- 11.1. A temporarily or indefinitely closed account can be reopened at any time upon explicit request of the customer.
- 11.2. Requests for reopening of closures can be handled by directing the customer to the website and instructing them, how to reopen the account themselves.



## 12. REOPENING OF EXCLUSIONS

- 12.1. Temporary self-exclusions cannot be revoked. Accounts reopen automatically after the exclusion period has expired.
- 12.2. Indefinite self-exclusions can only be revoked upon an explicit request from the customer after the applicable minimum duration for the respective label has expired. Such re-openings can only be conducted:
  - by a member of the Responsible Gaming team
  - if the customer is not listed as active exclusion in a national cross-operator exclusion database, Tipico is participating in
  - after consulting the history of the customer with specific focus to the reasons that led to the exclusion (where available)
  - after receiving a sufficient justification from the customer which also addresses the points that led to the exclusion.
- 12.3. The minimum duration of a temporary or indefinite self-exclusion can only be overruled with approval from the Head of Corporate Responsibility.
- 12.4. Accounts that were involved into a compliance dispute or where we had imposed an exclusion can only be reopened after approval from the Head of Corporate Responsibility.

## 13. RESPONSIBLE GAMING CONTACTS

- 13.1. We are required to react appropriately to customer contacts that might indicate gambling-related problems. Therefore, any incoming customer contact must be rated regarding its responsible gaming context.
- 13.2. A contact is considered an RG1 contact, if the customer:
  - expresses interest in Responsible Gaming or player protection measures
  - expresses attitudes or behaviours that are linked with increased risk of developing gambling disorders (see appendix A)
- 13.3. RG1 contacts must be provided with responsible gaming information:
  - Acknowledge the risks of gambling and the consequences of a gambling disorder
  - Highlight Tipico's commitment to recreational and responsible gambling
  - Information about strategies for low-risk gambling

- Explain Responsible Gambling tools
  - Provide link to the responsible gaming page
  - Once received, RG1 information shall not be repeated for 6 months.
- 13.4. A contact is considered an RG2 contact, if the customer:
- describes experiences of or concerns about loss of control over their gambling or gambling-related spending (see appendix B)
- 13.5. RG2 contacts can be blocked for the duration of the investigation (if there is a tangible risk of losses while not fully in control of their behaviour) and must be queried:
- Acknowledge the risks of gambling and the consequences of a gambling disorder
  - Highlight Tipico's commitment to recreational and responsible gambling
  - Mirror the statements of the customer
  - Ask for clarification of their statements and set a timeline for the reply
  - Should the customer not adhere to the timeline set or should the clarification be unable to sufficiently rule out concerns, the case must be recategorized as RG3.
- 13.6. A contact is considered an RG3 contact, if the customer:
- requested self-exclusion
  - describes symptoms of a gambling-related disorder or manifest gambling-related harm (see appendix C)

RG3 contacts must be blocked for investigation and informed accordingly:

- Highlight Tipico's commitment to recreational and responsible gambling
- Mirror the statements of the customer
- Detail our policies on these behaviours
- If self-exclusion was not requested, propose self-exclusion and inform about its consequences
- Inform about counselling providers in the customer's vicinity

Should the customer decide to reject the proposal of self-exclusion, an imposed exclusion may become necessary except if measures can be imposed to mitigate the risks for consumer and company.

## 14. COMPLIANCE DISPUTES

- 14.1. Communication with customers, involved in a dispute, shall not be conducted through communication channels that are not systematically linked to the customer file (e.g. whatsapp) or are synchronous (e.g. chat, telephone). In case of such contacts, the customer shall always be directed to contact us via email.
- 14.2. All communication in relation to compliance disputes shall be escalated along the case escalation process outlined in Appendix E.

## 15. THIRD-PARTY CONTACTS

- 15.1. Persons, who are not account owners, can have legitimate requests regarding responsible gaming. As long as their request does not refer to confidential information (e.g. customer data), we provide the required information (similar to RG1 communication).
- 15.2. However, at no point third party contacts shall be informed about any customer data without approval from the Head of Corporate Responsibility.
- 15.3. No changes to a customer account (e.g. exclusion) may be made based on requests from unauthorised third parties, even if they bring forward relevant reasons (e.g. proof that the customer is a disordered gambler).
- 15.4. However, relevant information brought forward by third parties triggers a case investigation as described in the third-party investigation process (Appendix D).

## 16. VIP CUSTOMERS

- 16.1. The VIP team shall be informed without delay about any cases involving customer with the 'highest-ever segment' High-/Top-VIP and/or Key Accounts.
- 16.2. Where possible without increasing risks to the Company, no final decisions shall be confirmed to customers with the 'highest-ever segment' High-/Top-VIP and/or Key Accounts until the VIP team had the chance to provide feedback within max. 24hrs.
- 16.3. The VIP team can conduct the correspondence with those VIP customers themselves except in requests for indefinite self-exclusion, RG3 cases or disputes.

- 16.4. Upon indefinite self-exclusion or imposed exclusion, on top of other restrictions described in chapter 8, former VIP customers are also excluded from all applicable VIP programmes.

## 17. TRAINING

- 17.1. Tier-1 Responsible Gaming training focuses on providing an introduction into gambling-related issues and the prevention thereof. It is targeted at all employees and every employee shall participate in this training once – optimally during induction phase.
- 17.2. Tier-2 Responsible Gaming training focuses on the detection of gambling-related issues and practical processes in connection with the prevention of addiction. It is targeted at all customer-facing employees and shall be refreshed every two years.
- 17.3. Tier-3 Responsible Gaming training focuses on keeping specialised staff informed about current scientific developments and on providing case supervision. It consists of an annual workshop with international experts and bi-weekly case supervision sessions.

## 18. SIMULATED CUSTOMER CONTACTS

- 18.1. The ongoing compliance with this policy and all related processes is monitored by the [Responsible Gaming team](#). For this purpose, from time to time, simulated customer contacts about Responsible Gaming topics shall be conducted.
- 18.2. The Head of Corporate Responsibility shall be informed about purpose and scope of every wave of test contacts.
- 18.3. The [Responsible Gaming team](#) can use unflagged real money accounts for the purpose of conducting test contacts. Those accounts shall be flagged and terminated after the test wave has been concluded.
- 18.4. The findings shall be reported to the Head of Corporate Responsibility as well as to the affected line managers within the organisation.

## 19. REPORTING

19.1. The Responsible Gaming team conducts an ongoing individualized reporting about every responsible gaming dispute, including the following data:

- CustomerID
- Date
- Reason of dispute
- Disputed amount
- Decision
- Refunded amount

19.2. The Responsible Gaming team also conducts an ongoing individualized reporting on all responsible gaming contacts, escalated to them, including the following data:

- CustomerID
- Date
- Type of Contact
- Categorisation (RG1-3)
- Action taken

19.3. The Head of Corporate Responsibility provides a monthly summary reporting to the Chief Regulatory Officer on relevant KPIs for the effectiveness of measures related to minor protection and player protection. This report is included into the monthly shareholder report.

## Appendix A: Indicators for high-risk behaviours and attitudes

Indicators of this type trigger responsible gambling and awareness messaging as described in the RG1 procedure (see chapter 11).

- Customer voices concerns regarding risks of addiction
- Customer asks about player protection
- Customer regards gambling as a strategy to earn money / alternative to work
- Customer voices magical / irrational beliefs about gambling
- Customer has an unusually high involvement (emotional, time, financial)

## Appendix B: Indicators for loss of control

Indicators of this type trigger a dialogue to clarify the relevance of the statement as described in the RG2 procedure (see chapter 11).

- Customer indicates loss of control or refers to feeling at risk of losing control
- Customer indicates overspending or refers to feeling at risk of overspending
- Customer indicates discrepancies between the way they want to play and the way they actually do
- Customer refers to gambling under influence of alcohol, drugs or medication
- Customer indicates being or having been in therapy for any mental disorder (except addiction)

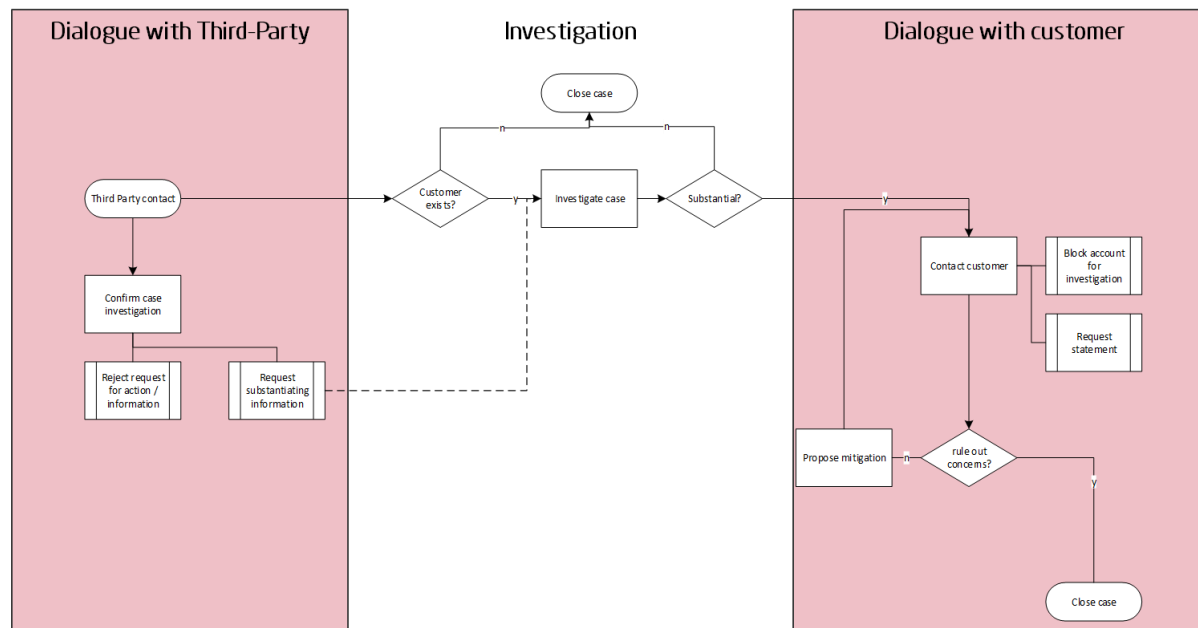
## Appendix C: Indicators for manifest problems

Indicators of this type trigger the imposing of measures adequate to mitigate the problems brought forward as described in the RG3 procedure (see chapter 11).

- Customer indicates suicidal ideations
- Customer voices threats against themselves or others
- Customer refers to addiction or disordered gambling
- Customer refers to suffering from manifest existential financial, professional, social or emotional problems caused by gambling
- Customer indicates being or having been in therapy for an addiction disorder
- Customer indicates not being responsible for their gambling behaviour or the consequences thereof



## Appendix D: Third-party process



# Appendix E: Case escalation process

