

## **PART 8 OF THE ENTERPRISE ACT 2002 (EA02)**

### **UNDERTAKING TO THE COMPETITION AND MARKETS AUTHORITY (CMA) UNDER SECTION 219 OF THE EA02 RELATING TO:**

#### **PART 2 OF THE CONSUMER RIGHTS ACT 2015 (CRA) AND THE CONSUMER PROTECTION FROM UNFAIR TRADING REGULATIONS 2008**

BGO Entertainment Limited, trading as BGO ("BGO"), of Inchalla, Le Val, Alderney GY9 3UL

Gives the following undertaking to the CMA under section 219 of the EA02

#### **UNDERTAKING**

For the purpose of this undertaking:

**Bonus** means any funds or equivalent provided by an operator and added to a consumer's account from which the consumer can place wagers, including deposit matching funds for wagering at the consumer's discretion, free spins on specific games, and free bets for sports betting.

**Bonus Balance** means the total of funds in an account belonging to the consumer comprising of:

- any Bonus which is not immediately withdrawable by the consumer or redeemable as cash;
- all winnings made with the Bonus, which are subject to uncompleted Wagering Requirements, and
- in the case of a Mixed Wager, such share of any winnings from the Mixed Wager as is proportionate to the share of the stake which came from the Bonus Balance, and which is subject to uncompleted Wagering Requirements.

**Deposit Balance** means the total of funds in an account belonging to the consumer (other than the Bonus Balance) which shall always include:

- all unspent funds deposited or otherwise paid into the account by the consumer;
- in a case where a sum of money deposited by a consumer ('buy-in') is converted into a larger total balance containing a Bonus, the portion of that total balance equal to the value of the consumer's buy-in;
- all winnings from wagers made with funds in the Deposit Balance;

- in the case of a Mixed Wager, such share of any winnings from any Mixed Wager as is proportionate to the share of the stake which came from the Deposit Balance; and
- winnings from any Bonus which are either not subject to Wagering Requirements or for which Wagering Requirements have been satisfied.

**Effective Date** means the date by which paragraphs 1-11 of these undertakings are to take effect, being:

- 3 April 2018 for paragraphs 1, 2, 4-11
- 31 July 2018 for paragraph 3

**Equivalent** means the technological equivalent location and/or functionality (as the case may be) in relation to the provision of Online Gaming otherwise than through a website, for example on non-browser based platforms and technologies such as mobile phone applications.

**General Regulatory Obligations** mean any wider legal and regulatory obligations with which an operator is required to comply, including but not limited to anti-money laundering and fraud prevention obligations.

**Mixed Wager** means a wager drawn from both the Deposit Balance and the Bonus Balance.

**Online Gaming** means any game of chance (regardless of whether it is also a game of skill) offered through your websites (and any related mobile applications), including slots games, lottery-like games such as bingo and table games such as blackjack, poker, roulette, but excluding sports betting.

**Promotion** means a special offer made available for consumers in relation to Online Gaming consisting of a Bonus, which, if accepted by a consumer, is added to the consumer's account, subject to terms and conditions set out in the Promotion.

**Promotional Play Restrictions** mean the conditions restricting the wagers a consumer can make in addition to any restrictions that would apply in non-promotional play, for example by limiting or restricting the size of bets a consumer can place, which games they can play, and their patterns of play (e.g. shifts in game type, board coverage or stake size).

**Restricted Funds** means any funds in an account which are subject to Promotional Play Restrictions and/or Wagering Requirements.

**Significant Conditions** mean the key restrictions which apply to a Promotion (being those likely to affect a consumer's understanding of the Promotion), including, if applicable, who is excluded from the Promotion; any time limitations; how to qualify for the Bonus; any maximum stake size; that other Promotional Play Restrictions apply; what Wagering Requirements must be met before winnings or the Bonus can be withdrawn; that the value of Bonus is not withdrawable; and any cap on winnings consumers can achieve under the Promotion.

**Unrestricted Funds** means any funds in an account that are not Restricted Funds.

**Wagering Requirements** means any requirement that a consumer must make wagers totalling a particular value for funds to become withdrawable, whether the total requirement is expressed as a fixed amount or as a multiple of another amount, such as the size of a deposit made by, or Bonus received by, the consumer. For the avoidance of doubt, this excludes a requirement that Bonus funds must be wagered once, but only if the Bonus terms allow the consumer immediately to withdraw any winnings from wagering that Bonus.

In accordance with section 219 of the EA02, BGO undertakes to the CMA, with effect from the relevant Effective Date:

- not to continue or repeat any conduct in connection with the provision of any Online Gaming services (or as otherwise specified below) which contravenes paragraphs 1 to 11 below;
- not to engage in such conduct in the course of its business or another business;
- not to consent to or connive in the carrying out of such conduct by a body corporate with which it has a special relationship (within the meaning of section 222(3) of the EA02); and
- to comply with the reporting requirement set out in paragraph 12 below.

## Transparency

1. Ensure all Significant Conditions are provided
  - a. to consumers in a clear, timely, intelligible, unambiguous, transparent, non-misleading and prominent manner;
  - b. within the advert and with the headline offer on all relevant landing webpages and sign-up webpages (or Equivalent) for that Promotion, and
  - c. within the advert and with the headline offer on any other advertising on any medium for that Promotion, except where it is not possible to do so due to significant limitations on time and/or space in the relevant advertising medium, in which case as much information about the Significant

Conditions as possible should be provided within the advert, and with the headline offer, together with a link to a webpage (or Equivalent) containing all the Significant Conditions and other terms relating to the Promotion in full.

2. Ensure that all terms and conditions relating to a Promotion, including terms which apply to all Bonuses, are accessible
  - a) before the consumer signs up, (i) on all relevant landing pages and sign-up pages for that Promotion (or Equivalent) and (ii) within a single click (or Equivalent) from any other advertising on any medium for that Promotion, to the extent that it is not possible to include such terms and conditions on such advertising; and
  - b) once play commences, within a single click from the bonus tab on the consumer's account/home page (or each relevant Equivalent).
3. Ensure that at all times the consumer is informed:
  - a) when they are playing with Restricted Funds, and,
  - b) if they are playing with Restricted funds, about the nature of, and consequences of non-compliance with, the Promotional Play Restrictions or Wagering Requirements.

#### Restrictions on withdrawing deposits and deposit winnings

4. Allow consumers to withdraw their Deposit Balance at any time (including when a Bonus is pending or active on the account) and without restriction, except as necessary to comply with any General Regulatory Obligations or as provided further below, and:
  - a) amend its general terms and conditions to clearly reflect this right of withdrawal and ensure this is similarly the case for the terms and conditions applying to all future Promotions; and
  - b) clearly and prominently state this right of withdrawal to consumers (i) during the sign-up process for a Promotion and (ii) on the consumer's account page (or Equivalent).

This paragraph does not prevent BGO from deducting a fee charged to consumers for processing that withdrawal or, where a consumer seeks to withdraw less than their full Deposit Balance, reasonably to limit the size or number of separate withdrawals that a consumer may make, provided that this is done pursuant to a fair and transparent term in the contract that the consumer has agreed to. In particular, any fee should not exceed a reasonable estimate of the costs incurred directly by BGO in relation to the processing of that withdrawal.

5. Ensure that the Deposit Balance and (if applicable) the Bonus Balance are always displayed separately to the consumer in a clear and prominent manner.
6. Ensure that Promotional Play Restrictions and Wagering Requirements (if applicable) do not apply to any play by a consumer with their Deposit Balance except where in-game mechanisms automatically prevent a consumer from placing a wager that contravenes the Promotional Play Restrictions.

#### Promotional Play Restrictions

7. Ensure that terms and conditions setting out any Promotional Play Restrictions clearly specify all prohibited types or patterns of play, and do not reserve sole discretion on BGO to (a) determine when play falls within these specified categories, or (b) determine other forms of play to be in breach of the terms and conditions.
8. Structure its terms and conditions to ensure that terms setting out prohibitions and sanctions on account fraud, collusion, use of multiple accounts, manipulation of software, exploitation of loopholes or other technical forms of abuse or other behaviour which amounts to deliberate cheating, are contained in separate terms to those relating to any Promotional Play Restrictions.
9. Ensure that where the decision has been taken that a consumer is to lose their winnings or is to be refused a requested withdrawal from their account on the grounds of a breach of Promotional Play Restrictions, that the consumer is provided with a full explanation of the breach of the relevant Promotional Play Restriction, including the specific terms breached. For the avoidance of doubt, this does not require the disclosure of information to the consumer to the extent this would cause an operator to breach any General Regulatory Obligation.

#### Compulsory Publicity (whether in relation to Online Gaming or otherwise)

10. Not to use, enforce or seek to rely on any term in a consumer contract or notice which has the object or effect of:
  - a. obliging consumers to participate in publicity promoting BGO or an associated business if required to do so, and/or
  - b. deeming the consumer, by accepting and agreeing to the terms of such a contract or consumer notice, to have consented to the use of any personal information (including name) for promotional purposes for the benefit of BGO.

#### Right to vary a Promotion

11. Not to use, enforce or seek to rely on any term in a consumer contract or notice which has the object or effect of:

- a) permitting BGO to vary or discontinue a Promotion, or any part of it, in respect of a consumer who has opted into the Promotion, made a deposit in expectation of receipt of a Bonus, and/or commenced play in relation to the Promotion prior to the date of the communication of the variation, other than where necessary to prevent fraud or other similar unlawful behaviour;
- b) reserving absolute discretion to BGO to determine either (i) its liability to a consumer or (ii) a consumer's legal rights under the terms of a Promotion.

### Reporting

12. Produce a report to the CMA by 31 July 2018 on the implementation of the above undertakings to include:

- a. An explanation of the changes made to general and bonus terms and conditions, internal policies, marketing and technical practices to implement the undertakings (including changes made prior to giving these undertakings but which address the issues covered by them); and
- b. An explanation of how the undertakings and changes have been embedded in internal policies, guidance and training materials for employees, providing copies of such documents.

BY SIGNING THIS UNDERTAKING BGO IS AGREEING TO BE BOUND BY IT.

THE CONDUCT REFERRED TO IN PARAGRAPHS 1 TO 11 ABOVE MAY CONSTITUTE A COMMUNITY INFRINGEMENT PURSUANT TO SECTION 212 OF THE EA02. IF HAVING SIGNED THIS DOCUMENT BGO BREACHES ANY OF THE ABOVE UNDERTAKING, IT IS AWARE THAT IT MAY BE THE SUBJECT OF AN APPLICATION TO THE COURT FOR AN ENFORCEMENT ORDER UNDER SECTION 215 OF THE EA02.