

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

Progress Play Limited (“Progress Play”), of Dorothea Building, Office 21, 33 Theklas Lesiotis Street, Limassol 3030

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 Progress Play 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 and free spins on specific games.

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 to 4 of these undertakings are to take effect for all current and future customers, being promptly after agreeing the undertakings and by 31 August 2018 at the latest.

General Regulatory Obligations means any wider legal and regulatory obligations with which Progress Play 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.

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, Progress Play undertakes to the CMA, with effect from the Effective Date (where relevant):

- not to continue or repeat any conduct, in connection with the provision of any Online Gaming services, which contravenes paragraphs 1 to 4 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 report to the CMA on compliance with these undertakings as set out in paragraph 5 below.

Maximum withdrawal limits

1. Not to:

- a) impose, or
- b) use, enforce, or seek to rely on any term in a consumer contract or consumer notice which has the object or effect of imposing,

any maximum limit on the amount a consumer may withdraw from their Deposit Balance.

Note 1: For the avoidance of doubt, paragraph 1 does not prevent Progress Play from promptly conducting any identity verification or other checks prior to withdrawal as strictly necessary to comply with General Regulatory Obligations.

Account inactivity

2. Not to:

- a) confiscate all or part of the funds in a consumer's Deposit Balance, or otherwise deduct any amount therefrom, or
- b) use, enforce or seek to rely on any term in a consumer contract or consumer notice which has the object or effect of permitting Progress Play to confiscate all or part of the funds in a consumer's Deposit Balance, or otherwise deduct any amount therefrom,

on the grounds that the consumer's account has been inactive.

3. Not to:

- a) use, enforce or seek to rely on any term in a consumer contract or consumer notice, or
- b) act (or refrain from acting) in a way,

which has the object or effect of, or could be understood by consumers as, altering the legal status of funds in a consumer's Deposit Balance, or of altering the consumer's legal entitlement or rights to claim such funds, on the grounds that the consumer's account has been inactive.

Note 2: For the avoidance of doubt, paragraphs 2 and 3 do not prevent Progress Play, where a consumer's account has been inactive for at least 12 months and has a credit Deposit Balance, from deducting a periodic fee or charge from a consumer's

Deposit Balance, until the account becomes active again or such balance is exhausted (whichever is earlier), providing that:

- a) Progress Play has, prior to deducting such a fee or charge, unsuccessfully attempted to repay the Deposit Balance to the last payment method used by the consumer, subject always to compliance with General Regulatory Obligations, and
- b) any such fee or charge is imposed pursuant to a fair and transparent term in the contract that the consumer has agreed to, and is no more than a reasonable estimate of the costs directly incurred by Progress Play in relation to the ongoing maintenance of that consumer's account, and
- c) all reasonable steps are taken to remind consumers in a clear and transparent manner, a reasonable period of no less than 30 days prior to any such fee or charge being imposed:
 - i. of the applicable term described in Note 2 b) above, and
 - ii. that such fees or charges would or might be imposed by a specified date if the consumer did not access their account by such date.

Sanctions relating to identity and/or age verification

4. Not to:

- a) confiscate all or part of the funds in a consumer's Deposit Balance, or otherwise deduct any amount therefrom, or
- b) use, enforce or seek to rely on any term in a consumer contract or consumer notice which has the object or effect of permitting Progress Play to confiscate all or part of the funds in a consumer's Deposit Balance, or otherwise deduct any amount therefrom,

on the basis that the consumer has failed to comply with any identity and/or age verification requirements set by Progress Play (including, but not limited to, a request to provide specific documents or information).

Note 3: For the avoidance of doubt, paragraph 4 shall not prevent Progress Play from:

- a. suspending an account or freezing the balance of an account on the basis that such account freezing/suspension is necessary to comply with any General Regulatory Obligations; or
- b. implementing any terms and/or processes that apply in the event of the inactivity of a consumer's account for a specified period where such terms and/or processes comply with paragraphs 2 to 3 of these undertakings, and where at least 12 months have elapsed since the later of either:
 - i. the last request to the consumer from Progress Play to comply with a reasonable identity and/or age verification requirement, and
 - ii. the last attempt by the consumer to comply with any such identity and/or age verification requirement.

Reporting

- 5. Produce a report to the CMA by 28 September 2018 on the implementation of the above undertakings to include:
 - a) an explanation of the changes made to 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 PROGRESS PLAY IS AGREEING TO BE BOUND BY IT.

FAILURE TO ADHERE TO THE CONDUCT REFERRED TO IN PARAGRAPHS 1 TO 4 ABOVE MAY CONSTITUTE A COMMUNITY INFRINGEMENT PURSUANT TO SECTION 212 OF THE EA02. IF HAVING SIGNED THIS DOCUMENT PROGRESS PLAY 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.