SENSE

'SENSE' TERMS & CONDITIONS

1. What is SENSE?

SENSE is a voluntary Self-Exclusion scheme operated by Self-Enrolment National Self Exclusion Ltd ("S.E.N.S.E. Ltd" or "SENSE") on behalf of all licensed land-based casinos in Great Britain. It allows individuals to exclude themselves nationally from <u>all</u> participating casinos licensed in Great Britain by the Gambling Commission. A full list of participating casinos can be found on www.senseselfexclusion.com

By signing to enrol onto the scheme, you confirm that you have read, understood, accepted and agreed to the Terms and Conditions ("T & Cs") detailed in this document.

2. Summary of the key conditions otherwise detailed later in this document

You should read the full T&Cs detailed in this document. However, as a brief summary, the key conditions that you need to be aware of (and the related condition numbers where they are detailed in full, later in this document) are as follows:

- Self-exclusion on SENSE applies to ALL land-based casinos in the UK (3a)
- Your self-exclusion will be immediately added to the SENSE system on enrolment, but it may
 take up to <u>three working days</u> (excluding weekends and public holidays) for individual casino
 operator to update their own internal customer records. (3c)
- Your exclusion may be declared void if it is found not to be valid (e.g. if any ID provided during
 a self-enrolment does not match, if your application is not signed, your photo is not clear or if
 the ID image provided is illegible and cannot be checked). You will have fourteen days to
 correct any errors from the date that you are asked to do so, or it will otherwise be declared
 void. (3d)
- Operators will use their best endeavours to prevent you from entering their premises to gamble. However, it is ultimately your responsibility to stay away and, if you <u>do</u> manage to gain entry and play, you will not be paid any outstanding winnings or refunded any losses. (3i)
- The minimum requested exclusion period is **SIX-MONTHS**. However, you may **EXTEND** this period up to a maximum period of **ONE YEAR** from your start date, either at the time of enrolment or otherwise in the six-months period before your minimum requested exclusion period ends**)**. (4a and 4b)
- You may choose to **RENEW** your exclusion during the last two months of your minimum exclusion period or during the six month "Thinking" period after it ends. You do this by setting up an account to manage your exclusion via our website www.senseselfexclusion.com (4c)

- You can only REMOVE yourself from SENSE during the six month "Thinking" period AFTER your minimum or extended period ends. To remove yourself from SENSE, you will need to visit a casino in person and speak with a casino manager in person. They will ask you to electronically sign a removal request following your conversation. After a successful removal request, you must then wait a further 24 hours before being permitted entry to gamble in any casino. (4d)
- All casino operators reserve the right to refuse you entry to their premises under their own
 internal procedures, regardless of whether you have been removed from SENSE. Please note
 that S.E.N.S.E Ltd has no jurisdiction or influence over such local operator decisions (4e)vi).
- If you do not remove yourself before the end of the six month "Thinking" period, you will be automatically removed from SENSE. Your exclusion will then expire and will no longer be valid (4e). You can re-enrol onto SENSE at any time thereafter. Note that transitional arrangements apply for "pre-existing" customers who enrolled prior to the introduction of auto-removal on December 16th 2024 (4e iii-v).

FULL TERMS AND CONDITIONS

3. Enrolment onto SENSE

- a) Enrolment onto SENSE is an agreement between you and all participating casinos that are party to the SENSE scheme. By entering into that agreement, you agree to exclude yourself nationally from all participating land-based casinos that are licensed to operate in Great Britain by the Gambling Commission. In doing so, you accept and agree to be bound by all the Terms and Conditions given in this document.
- b) You agree that all participating casinos will be entitled to enforce these Terms and Conditions against you, should you breach the agreement by attempting to enter a participating casino.
- c) You accept and agree that your application to enrol may only be made either:
 - i) In person to an authorised person (normally a manager) at a participating casino or
 - ii) By using our Customer Self-Enrolment portal ("CSE"), accessed by phone, tablet or PC via the SENSE website www.senseselfexclusion.com

For self-enrolment, you will need to submit a required government issued ID document, selfie photo and a digital signature as part of the online application process.

Verbal enrolment applications will not be accepted, either made in person or by phone or email. You accept that enrolment applications may take up to three working days to be applied at all casinos from the date of receipt (depending on weekends and bank holidays). Provided you supply an email address or mobile phone number at the time of your application, you will be sent an automatic confirmation of enrolment, subject to point d) below.

d) You agree that, for your enrolment application to be accepted as valid onto SENSE, it must be made by you, contain all required personal information and, as applicable, all relevant ID documents, photographs and signatures. These must be deemed suitable, valid and authenticate by the SENSE Administration Team. If your application does not meet these requirements, you will be notified as soon as possible and asked to provide the missing information or documents, as long as you have included phone or email contact details. Applications found and proven to have been made by a third party will be declared void and will not be accepted.

You accept and agree that your enrolment application cannot be fully approved onto the SENSE system unless, or until, any missing data or document has then been provided and authenticated. If you have not provided suitable alternatives within fourteen days of any request to do so, your application will be declared void and removed.

- e) SENSE will notify all participating casinos of your self-exclusion within the terms of the SENSE Privacy Policy. As part of your agreement to enrol into the SENSE scheme, you agree not to enter any of these casino premises for the duration of your enrolment.
- f) Other than in exercising your right to be removed from SENSE or to extend your enrolment, as and when appropriate, you agree not visit and enter (or attempt to enter) any participating casino premises. This includes using any third party who may seek to enter and gamble on your behalf.
- g) You accept and agree that, whilst participating casinos will use their best endeavours to help you self-exclude yourself from their premises, you will always have the primary responsibility for excluding <u>yourself</u> and for ensuring that no one else tries to enter and gamble on your behalf.
- h) You agree that participating casinos will not be held liable for any matter whatsoever if you manage to enter a participating casino whilst enrolled onto SENSE and are then able to gamble during that visit. You further accept that the same condition applies if a third party enters and gambles on your behalf. Should you, or they, manage to do so, you accept that you will have breached your SENSE agreement.
- i) Should you, or a third party, gamble in a participating casino whilst your enrolment on the SENSE scheme is still in place (other than in circumstances considered by the participating casino to be acceptable at their sole discretion), you accept and agree that the following conditions will apply:
 - i) Any monies staked by you, and any winnings arising from those stakes, will be forfeited.
 - ii) Any gambling losses incurred by you will not be reimbursed.

Points i) and ii), above, will equally apply to stakes, winnings and losses relating to any third-party who is found to be gambling on your behalf.

j) Reference to the term 'monies' in Condition 3i), above, includes all, and any, form of money or money's worth without limitation. For example: chips, tokens, cash or any other item, currency or document that representing value to a participating casino in terms of being acceptable for the purposes of gambling within their premises. This is irrespective of the type or form of gambling involved, such as machines, electronic terminals, table gaming, poker, betting, lotteries etc.

4. Extension, Renewal or Removal from SENSE

a) General conditions

- i. The minimum period of self-exclusion is six-months, and you accept that you cannot be removed from your enrolment within that period, (your "Minimum Requested Period"), under any circumstances. During your Minimum Requested Period, you may ask to extend your exclusion to the maximum twelve months (taken to start from your enrolment date), which will then become your new Minimum Requested Period. Thereafter, the above conditions about removal will apply to the new period.
- ii. When your six-month or 12-month Minimum Requested Period ends, your self-exclusion will then remain in place for a further period of six months (your "**Thinking Period**") during which time you may ask to either renew your exclusion or ask to be removed from the scheme (see 4b and 4c, below).
- iii. Any request to extend or renew your exclusion, other than at the time of enrolment, must be made in writing and signed. Verbal requests to extend or renew will not be accepted (e.g. made by phone, email or in person).
- iv. To make an extension or renewal request, you will first need to create a personal account via the SENSE website (www.senseselfexclusion.com) to use the "Extend" or "renew" features. An account can be created at the time of enrolment or otherwise at any time that your exclusion is still valid. If you cannot create an account for whatever reason, you should email info@sensescheme.com who will assist you.
- v. Any request to remove yourself from SENSE must be made in person at a casino by speaking to a manager (See condition 4d), below).

b) **Extensions**

- i. You can extend your minimum six month requested period for a further six-months, up to a maximum total period of 12 months (taken from the date of your enrolment).
- ii. To apply an extension, you will first need to create an online account via the SENSE website (See condition 4a)iv), above).
- iii. Any extension to 12 months will become the <u>total requested period</u> permitted, taken from the date of enrolment, regardless of when the extension request was made (i.e. whether made at the time of enrolment or at any point during the six-month minimum requested period). Any requests for a longer or unmanageable period (e.g., 'forever' or 'for life') will not be accepted and the minimum requested period of six months will be applied instead, unless or until a revised extended period of up to one year is requested. However, when the time comes, you may renew your exclusion on an ongoing basis as many times as you wish (see 4c, below)
- iv. Having made a request to extend your enrolment, you may not then remove yourself from SENSE under any circumstances until your 12-month minimum / extended period has similarly elapsed in full. This is irrespective of whether your personal or financial circumstances may dramatically

change in the meantime and / or if you no longer believe the extension is necessary. **SENSE** is duty bound to honour any self-exclusion extension request in full, without exception.

v. Extension requests cannot be made after the six-month minimum requested period has elapsed and the six month "Thinking" period has begun. Instead, any request to continue / extend an exclusion beyond the expiry date must be made by renewing the exclusion (see 4(c), below).

c) Renewals

- i. You may ask to renew your exclusion when the minimum requested period ends. You may choose to renew "early" during the last two months before your minimum requested period ends or at any time during the six months "Thinking" period thereafter. As with a new enrolment, you may ask to renew for either six months or up to a maximum extended period of 12 months.
- ii. If you request renewal "early" during the last two months of your current Minimum Exclusion Period, the new six or twelve-month period requested will start from the end date of the current Minimum Exclusion Period (i.e. to run concurrently). If you instead request renewal during the six-month "Thinking" period thereafter, the new enrolment period will commence immediately.
- iii. To request renewal, you will first need to create an online account via the SENSE website (See condition 4a)iv), above).
- iv. A renewal request creates a new minimum requested period and all Terms and Conditions and timings described in this document then apply in exactly the same way as they did for your original minimum requested period.

d) Removal

- i. After your minimum or extended exclusion period has elapsed and the "Thinking" period of six months is then in operation, you may ask to be removed from SENSE enrolment. To do so, you agree to discuss any such request in person with a casino manager. They will explain the removal process and, should you still wish to proceed, you will need to confirm your understanding by signing a digital removal request with the manager. Requests to be removed by any other means than in person and in writing will not be accepted (e.g., orally or by phone or email). Once you have formally made the request, your SENSE agreement and, with it, your self-exclusion, will be terminated. Your data will subsequently be deleted from the SENSE Database six-months later, in accordance with the SENSE Privacy Policy.
- ii. Following the removal of your self-exclusion, you will be required to wait for a "Cooling off" period of 24-hours to elapse before being allowed entry to participate in gambling. (see also Condition 4e) iv).

e) Auto Removal

i. If, by the end of your six-month "Thinking" period, you have not asked to renew your exclusion or asked for it to be removed from SENSE, your exclusion will then expire and be automatically

removed ("Auto removed"). At that point, you will no longer be self-excluded on SENSE and your data will subsequently be deleted from the SENSE Database in accordance with the SENSE Privacy Policy. (NB see condition 4e) vi) regarding re-entry to casino venues).

ii. You may re-enrol again onto SENSE at any time thereafter, which will require a full new enrolment application in accordance with Condition 3, above.

Auto Removal for "Pre-existing" customers who enrolled prior to 16th December 2024

iii) Please note that the automatic removal conditions mentioned in 4 e), above, only apply as described for all new enrolments, extensions or renewals received <u>on or after 16th December 2024</u>. This was the date when both the SENSE Terms and Conditions and the SENSE Privacy Policy were updated to incorporate auto-removal.

For all "Pre-existing" customers who enrolled onto SENSE <u>prior</u> to that date (i.e. under previous T&Cs applicable at the time), the following conditions will apply:

iv) <u>Customers whose minimum exclusion period elapsed more than three years ago ("Preexisting Customers")</u>

Pre-existing customers whose minimum requested period elapsed more than <u>three years</u> <u>before</u> the current T&Cs came into effect on September 1st 2025 will be auto-removed on that date.

However, for a twelve-month transitional period until 1st September 2026, their profile will remain visible on the SENSE database, despite being auto-removed. This is so that a casino manager can then verbally notify them of their auto-removal, should they visit during the transitional period. Subject to local entry controls under condition vi), below, they may then enter and gamble during that visit, unless they elect to re-enrol onto SENSE.

If a Pre-existing customer does not visit during the transitional period, they will not otherwise be notified of their auto-removal.

At the end of the transitional period, (i.e. on 1st September 2026), the notification process will end. All Pre-existing customers will then be treated in exactly the same way as any other autoremoved customer, as detailed in Condition 4(e)i) above. Their profile will no longer be visible on the SENSE database from that point onwards.

v) <u>Customers whose minimum requested period had not yet elapsed more than three years</u> ago as at 1st September 2025.

All remaining customers who enrolled prior to December 16th 2024, but whose minimum exclusion period had not yet elapsed more than three years ago, will remain as fully self-excluded in accordance with Condition 3, unless or until they remove themselves from SENSE.

However, if they do not remove themselves in the meantime, they will eventually qualify as a Pre-Existing Customer when the third anniversary of their minimum requested exclusion period occurs. They will then become a Pre-Existing Customer and auto-removed on that anniversary date and treated thereafter in accordance with section 4e) iii), above.

Please monitor the SENSE website regularly for any further changes to our Terms and Conditions and Privacy Policy in relation to the transitional period described above.

vi) All participating casinos reserve the right to refuse you entry into their premises after your self-exclusion has either been removed or auto-removed, either by yourself during the "Thinking" period or automatically as and when it expires. Decisions to allow entry to any casino premises are entirely at the discretion of the individual casino operator and S.E.N.S.E. Ltd has no jurisdiction over these operational decisions.

5. Legalities

- a) If any provisions within the Terms & Conditions of any individual participating casino conflict with any provisions within your SENSE agreement, then the SENSE agreement will prevail.
- b) No failure or delay by SENSE or a participating casino to exercise any right or remedy provided under your agreement, or otherwise by law, shall constitute a waiver of that, or any other, right or remedy. Nor will it prevent or restrict the further exercise of those rights and remedies.
- c) Other than in respect of participating casinos being capable of enforcing the provisions of your agreement, any person who is not party to that agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms within it.
- d) Your agreement to enrol into SENSE, and any dispute or claim arising out of it, will be governed by, and construed, in accordance with the laws of England, Scotland and Wales.
- e) In making an agreement to enrol into SENSE, you agree to release from any liability whatsoever the officers and employees of SENSE and all participating casinos. You acknowledge that you have no claim of whatever nature against any of them in the event that you fail to comply with any part of your enrolment agreement.
- f) By making the agreement to enrol into SENSE, you are confirming that you have read and understood all the above Terms and Conditions along with the SENSE Privacy Policy (a copy of which can be found on www.senseselfexclusion.com). The Privacy Policy makes reference to how, why and how long your personal data will be retained as a result of your enrolment into SENSE.
- g) In accordance with the SENSE Privacy Policy, you accept that the lawful basis for processing your personal data is for the performance of a contract between you and SENSE. In addition, where SENSE processes "special category" data, both in relation to your application and to otherwise enforce the SENSE scheme, the lawful basis for processing data will be reasons of "substantial public interest, in the pursuit of safeguarding individuals at risk." This includes the processing of biometric data for Facial Recognition (FR) purposes.

As such, you acknowledge that SENSE and all participating casinos will use the personal information and photograph you have provided, along with any personal information possessed, or provided by, casinos that relates to **any** breaches, or attempted breaches, by you that may be useful to support your wish to be excluded from casino gambling. They will use this information:

- To provide the voluntary self-exclusion service you have requested.
- For the purposes of performing this agreement, including the enforcement of any rights and defending any claims.
- For the purposes of complying with their regulatory obligations, notably to protect vulnerable people.
- As otherwise may be set out in the SENSE Privacy Policy.

As above, some casinos may use technology (such as Facial Recognition) to help in preventing you from entering their premises whilst registered on SENSE. If you have any concerns as to how such technology is being used, you are advised to consult the individual Privacy Policies of the casino operator(s) concerned, whilst recognising that it would be a breach of your SENSE agreement if you attempt to gain entry to any casino premises whilst self-excluded.

6. Contact Details and role of SENSE Ltd

- a) The SENSE scheme is operated by an independent company, Self-Enrolment National Self Exclusion Limited ("S.E.N.S.E Ltd") on behalf of all British land-based casinos licensed by the Gambling Commission. The company is limited by guarantee and registered in England and Wales, no: 13998497.
- b) The company has no jurisdiction, control or authority over any commercial decisions made by participating casinos, either in relation to self-exclusion or any decision as to whether or not any individual should be permitted access to their premises for gambling purposes. Similarly, it has no authority to sanction or investigate any perceived failures in the application process or procedures otherwise relating to self-exclusion made by any individual casino operator.
- c) Any reference to the operation of SENSE or S.E.N.S.E Ltd should be taken as read and understood and relating equally to all previous operators of the scheme, being The National Casino Forum ("NCF") and The Betting and Gaming Council ("BGC").
- d) The registered address of S.E.N.S.E. Ltd is:

c/o EMW Law,
Seebeck House,
1 Seebeck Place,
Davy Avenue,
Knowlhill,
Milton Keynes MK5 8FR.

e) Contact details for SENSE are:

Email: <u>info@sensescheme.com</u>

Website: www.senseselfexclusion.com

7. CHANGES TO THESE TERMS AND CONDITIONS

We reserve the right to update these Terms and Conditions from time to time. The most up to date version will be published on our website www.senseselfexclusion.com and changes take effect as soon as they are published on the site. To ensure that you are made aware when changes have

been made, the revision date at the bottom of each page will show when it was last amended. The most recent changes will be highlighted within the document text for ease of reading. We therefore recommend that you visit this document regularly via the SENSE website to review any updates that may have been made. A summary of recent changes is given below.

Summary of recent amendments and updates made to these Terms and Conditions:

September 1st 2025

4a)iv) - References to the new facility where customers can create their own personal online account to access their SENSE details and manage their own self-exclusion to extend or renewal.

4b)&c) revised conditions for extension and renewal using the new personal account facility, including the timeframe for an extension being a total 12 months from the enrolment date and for extension request made during the Thinking period being a renewal request.

4e) iii)-v) - New arrangements for the auto-removal of "Pre-existing" customers who enrolled under previous T&Cs before auto-removal was introduced for all new enrolments post 16th December 2024 (see below). Those whose minimum requested self-exclusion period elapsed more than three years before 1/9/25 (i.e. prior to 31/8/22) have now been auto-removed, and, going forward any remaining Pre-existing customers (i.e who enrolled between 1/9/22 and 15/12/24) will be auto removed on a rolling basis as and when the third anniversary of their minimum requested period occurs.

Transitional arrangements will apply for one year (i.e. until 1st September 2026) during which time Pre-Existing Customers will only be notified of their auto-removal by a manager if and when they visit during this period. If they do not visit during this period, they will not be notified.

December 1st 2024

Section 2- streamlining of summary conditions section and to incorporate the changes given below.

3c) Amendments to incorporate the new facility for customers to selfenrol online if they do not wish to visit a casino to do so, in place of them needing to download and email a written application form to SENSE admin.

(Sections 4 a), b) and g), Revision of the exclusion period to mirror the requirements set out in section 3.5.2 of the Gambling Commission Licence Conditions and Codes of Practice (LCCP). So being, that there is a minimum six-month period during which an exclusion cannot be removed and then a further "Thinking" period" of six months during which it can either be removed or extended. If neither removed nor extended by the end of the "Thinking" period, the exclusion will expire and be automatically removed. Reduction in the maximum extended

period from five years to one year (but renewable) to equally mirror the requirements of LCCP section 3.5.2.

4g) Transitional arrangements added for "pre-existing" customers to make a distinction between these and all new enrolments received on or after 16th December 2024 (when these updated T&C's came into effect) and to whom these conditions otherwise apply in full. Pre-existing customers whose minimum requested period elapsed before that date will be subject to transitional arrangement and treated as "expired". Those whose minimum requested period elapsed less than three years before 16th December 2024 are subject an extended "Thinking" period of three years when the conditions otherwise given in these T&Cs for the standard six-month "Thinking" period then apply. Once three years has elapsed, they will become "expired", as above.

6d) updated corporate address.

June 1st 2024

Section 3(c)- Update to refer to email / text confirmation of enrolment being sent where contact details are provided and clarification of commencement date.

Section 4(b) - Update re-extension process now being digital in venue. Section 6(d) - Change of corporate address details

November 2023

Section 5(g) expanded to refer to use of Facial Recognition technology. Section 7 – added to confirm when changes can be made to the T&Cs.

July 2023

Reformatted