

'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 **all** 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 into the scheme, you are confirming 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 in this document

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

- Self-exclusion on SENSE applies to ALL land-based casinos in the UK **(3a)**
- Your enrolment is added immediately to the SENSE system but may take up to three working days (excluding weekends and public holidays) for individual operator to update their internal records. **(3c)**
- Your exclusion may be declared void if it is found to not be valid (e.g. ID provided with a self-enrolment is not yours or the image is too illegible to check). 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)**
- The minimum requested exclusion period is SIX-MONTHS and you cannot remove yourself within this period. However, you may extend this period to ONE YEAR, either whilst enrolling or otherwise before your exclusion expires (i.e. six-months after your minimum requested exclusion period elapses). Equally, you may use this process to essentially "renew" your exclusion by applying to extend it by either six-months or a year before it expires. You may otherwise enrol again at any time thereafter **(4 a, b, c & d)**.
- 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 do manage to gain entry and play, you will not be paid any outstanding winnings or refunded any losses. **(3i)**
- You may only remove yourself from SENSE during the six-month period after your minimum exclusion period elapses (called the "cooling off" period). To remove yourself, you will need

to speak with a casino manager in person and sign a removal request electronically, following a conversation with the manager. **(4e)**.

- After a successful removal request **during the six month cooling off period**, you must wait 24 hours before you may be permitted entry to gamble in any casino. **(4f)**
- 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 local operator decisions **(4h)**,
- **If you do not remove yourself before the end of your “cooling off” period, you will be automatically removed from SENSE as your exclusion will expire and no longer be valid. (Note that there are transitional arrangements detailed in these T& that relate to “legacy” customers who enrolled before December 16th 2024). (4g).**

3. Enrolment into SENSE

- a) Enrolment into SENSE is an agreement between you and all participating casinos that are party to the SENSE scheme. **By entering 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 in person to an authorised person at a participating casino **or by using our Customer Self-Enrolment facility (“CSE”), accessed via the SENSE website www.senseselfexclusion.com.** For self-enrolment, you will also need to submit the required supporting ID document and photo. **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 supplied 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 contain all required information and, as applicable, all relevant ID documents, photographs and signatures must have been provided and deemed suitable, valid and authenticated 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. **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 from SENSE for you 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 are agreeing 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, when appropriate, you agree not to 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 yourself 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 whilst there. 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 gamble in a participating casino whilst your enrolment in 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 i), 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 in 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. Extensions, Renewal or Removal from SENSE

- a) The minimum period of self-exclusion is **six-months**, and you accept that you cannot be removed from, or terminate, your enrolment within that period, (your **“Minimum Requested Period”**), **under any circumstances**. Your self-exclusion will then remain in place for a further period of six months (your **“Cooling Off Period”**) unless you apply to be removed from the scheme during that period or otherwise ask to extend your minimum period of exclusion (see 4b), below).
- b) **During the Cooling Off period**, you may request to be removed from the SENSE scheme (see condition 4e) below). Alternatively, you may request that your enrolment be extended for a further minimum exclusion period **of either six months or up to a maximum of one year**. An extension may otherwise be requested at the time during your enrolment, i.e. at any point during the minimum (or previously extended) period **or during the six months “cooling off” period thereafter**. Any such request must be made in writing, either by using an ‘Extension / Renewal Form’, downloadable from the SENSE website and emailed to info@sensescheme.com or

completed digitally via a manager at a participating casino. **Verbal requests to extend will not be accepted (e.g. by phone or in person).**

- c) Should you wish to request such an extension, any revised minimum period will then **become your new Minimum Requested Period and will** commence immediately (even if requested mid-way through the existing minimum period). It will then last for the duration of the requested extension. Having made a request to extend your enrolment, you will not then be able to remove yourself from the SENSE scheme **under any circumstances** until that newly requested 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. We are duty bound to honour any self-exclusion request in full, without exception.**
- d) The **maximum** period that you may request at any one time as an extension, before removal is permitted, is **one year**. 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 then be applied, unless or until a revised extended period of up to one year is requested. However, as above, further **annual** requests to extend for up to **one year (i.e. to essentially “renew” your exclusion)** may be submitted as many times as you require in the future, provided each one is made before the current six-month “Cooling Off” period has expired. You may otherwise re-enrol thereafter.
- e) **After your initial or extended minimum exclusion period has elapsed and the “Cooling Off” period of six months is then in operation, you may ask to be removed from SENSE enrolment but 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, will require that you confirm your understanding by signing a request to be removed. You will sign this request electronically via the manager. **Requests to be removed by any other means than in writing will not be accepted (e.g., orally or email).** Once you have formally made the request, your agreement and, with it, your enrolment into SENSE will be terminated. **Your data will subsequently be deleted from the SENSE Database in accordance with the SENSE Privacy Policy.**
- f) Following the removal of your self-exclusion **during the six-month “Cooling Off” period**, you will be required to wait whilst a period of 24-hours has elapsed before being allowed entry to participate in gambling.
- g) If you have not asked to be removed from SENSE between the end of your minimum requested, (or extended) period and the end of the subsequent six-month “cooling off” period, your exclusion will then expire and be automatically removed.**

However, please note, for a transitional period, the above condition referring to automatic removal will only apply to all new enrolments received on or after 16th December 2024, when the SENSE Terms and Conditions and this Privacy Policy were updated.

For those customers who enrolled up to and including 15th December 2024, who therefore enrolled under the previous T&Cs, will be treated exactly the same as new customers who are within their “cooling off” period detailed above, except that their exclusion will remain in place unless or until they ask to be removed.

Please note that above transitional arrangements for legacy customers under this revised T&Cs will be subject to review. It is anticipated that this Policy will then be updated during 2025, which will end the transitional period. Legacy customers will then be auto removed from the SENSE database and their data deleted from the database six months later, in accordance with the provisions given at the start of Section 7.

Please monitor the SENSE website regularly for any further changes to our Terms and Conditions and Privacy Policy accordingly.

- h) All participating casinos reserve the right to refuse you entry into their premises after your self-exclusion has been removed, **either by yourself during the “Cooling Off” period or automatically when, as and when it then expires.** Decisions to allow entry to any casino premises are entirely at the discretion of the individual casino operator.

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 to be read and understood as 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 SENSE Ltd is:

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

- e) **Contact details for SENSE:**

Email: info@sensescheme.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 and the most recent changes will be highlighted within the document text. We therefore recommend that you visit this document regularly 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:

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 self-enrol 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 "Cooling Off period" of six months during which it can either be removed or extended. If neither removed nor extended by the end of the cooling off 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 existing "legacy" 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. Legacy 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 "cooling off" period of three years when the conditions otherwise given in these T&Cs for the standard six-month cooling off 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