

'SENSE' TERMS & CONDITIONS

1. What is SENSE?

SENSE is a voluntary Self-Exclusion scheme operated by Self-Enrolment National Self Exclusion Ltd on behalf of 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 Terms & Conditions detailed in this document.

For ease of reference, the key T & Cs are summarised below. **However, before enrolling, please ensure that you have read and understood the full, detailed conditions detailed later in this document.**

- Your enrolment into SENSE will only come into effect after you have completed the application process to enrol. This is either undertaken in person, with an authorised person at a participating casino, or by sending a completed and signed Application Form and required documents to the SENSE Administration Team (usually by email). Applications made in person at a casino will normally take effect within three days, whilst those sent to the Administration Team may take up to five days to process, (depending on weekends and bank holidays). **Verbal applications, including those made over the phone, will not be accepted.** (Condition 3c).
- Your application may be rejected by the Administration team if it is found to have not been completed correctly or the necessary supporting documentation, signature and photograph have not been properly provided. (Condition 3d).
- Once your enrolment has been approved, 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, including the use of a third party acting on your behalf. (Conditions 3e) & 3f).
- Your enrolment will last for a minimum period of **six-months**, and you cannot be removed from the scheme within that period. After the six months has elapsed, your enrolment will remain in place unless, or until, you apply to be removed from the scheme. (Conditions 4a).
- If you wish to be removed from the SENSE scheme after the minimum six-month period (or extended) period has elapsed, you may then apply to do so at any time thereafter. However, you agree that you must first discuss your removal request in person with a casino manager before it may be actioned. Having done so, you must then confirm in writing that you wish to

proceed with your removal from the scheme, assuming that your decision stands after the discussion. **Verbal requests will not be accepted (e.g. by phone).** (Conditions 4 e).

- Alternatively, you may request that your enrolment be extended for another six months or for a longer period of up to five years. You may otherwise request an extended minimum period at any time, including at the time of your original enrolment. Such a request must be made in writing using an 'Extension Form', either downloaded from the SENSE website or signed via a manager at a participating casino. **Verbal requests will not be accepted (e.g. by phone).** 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 the extended period requested has similarly elapsed in full. (Conditions 4b) & 4 c).
- The maximum permitted period that may be requested to extend an enrolment, (i.e., before removal from SENSE may be considered) is five years. Any requests for a longer or unmanageable period than this (e.g., 'forever' or 'for life') will not be accepted and the minimum of six months will then be applied instead, unless or until a revised period of five years or less is requested. However, as above, further requests to extend for up to five years may be made at any time. (Condition 4 d).
- Following removal from the scheme, a period of 24 hours must elapse before you will then be able to enter any participating casino. Permission for you to do so will otherwise remain entirely at the discretion of each individual casino operator within their own Terms and Conditions regarding entry. (Conditions 4 f) & g).
- Participating casinos will not be held liable for any matter whatsoever, should you breach your enrolment agreement and manage to enter a participating casino whilst your enrolment is still in place. (Conditions 3h) & 5 e).
- If you do manage to enter a participating casino - in breach of your SENSE agreement - and then manage to gamble by whatever means whilst on the premises, you agree that **any stakes will be forfeited, any losses will not be re-imbursed and any winnings will be withheld.** (Condition 3 i).
- Enrolment into SENSE is on the express understanding that you have read, understood and agreed to both the full T&Cs detailed below and to the SENSE Privacy Policy (a copy of which can be found on www.senseselfexclusion.com). (Conditions 5 f) and g).

Detailed Terms & Conditions relating to your enrolment into SENSE.

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 sending a signed and completed Application Form, along with all required supporting documents, to the SENSE Administration Team (usually by email). **Verbal applications will not be accepted, either made in person or by phone.** You accept that applications made in person at a casino will normally take effect within three days, whilst those sent to the Administration Team may take up to five working days to process (depending on weekends and bank holidays).
- d) You agree that, for your enrolment application to be accepted as valid onto SENSE, it must contain all required information and 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 activated onto the SENSE system unless, or until, any missing data or document has then been provided and authenticated.**
- e) Once your enrolment has been approved, 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, 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 in 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. 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 under any circumstances. Your self-exclusion will then remain in place unless or until you ask for it to be removed.
- b) After six months, you may request to be removed from the SENSE scheme. Alternatively, you may request that your enrolment be extended for a further period of six months or a period of up to five years. Any extension may either be requested at the time of your enrolment or at any point during the minimum (or previously extended) period. Any such request must be made in writing using an ‘Extension Form’, which is downloadable from the SENSE website or can be obtained via a manager at a participating casino. **Verbal requests will not be accepted (e.g. by phone).**
- c) Should you wish to request such an extension, any revised minimum period will then commence immediately (even if mid-way through the existing minimum period) and 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 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 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 as an extended period before removal is five years. Any requests for an unmanageable period (e.g., ‘forever’ or ‘for life’) will not be accepted and the minimum of six months will then be applied, unless or until a revised period of five years or less is requested. However, as above, further requests to extend for up to five years may otherwise be made at any time during your exclusion period.
- e) At the end of your initial or extended exclusion period, you agree to discuss any request to remove yourself from the SENSE enrolment 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. **Verbal requests will not be accepted (e.g., by phone).** Once you have formally made the request, your agreement and enrolment into SENSE will be terminated.
- f) Following the removal of your self-exclusion, you will be required to wait for a period of 24-hours to elapse before being allowed entry to participate in gambling.
- g) All participating casinos reserve the right to refuse you entry into their premises after your self-exclusion has been removed. Decisions to allow entry to any casino premises are entirely at the discretion of the individual casino operator.

5. Legalities

- a) If any provisions in 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. Details and role of SENSE Ltd

- a) The SENSE scheme is operated by an independent company, **Self-Enrolment National Self Exclusion Limited (“SENSE 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 by SENSE 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:

1 Bedford Row,
London
WC1R 4BU.

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

Telephone: (+44) 020 34092047

Email: info@sensescheme.com

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. 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.

Recent amendments made to these Terms and Conditions:

July 2023

Reformatted

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.*