



Gambling policy

Contents

Crime Prevention.	Page 1 of 5
Suspicious transactions.	Page 1 of 5
Player location.	Page 1 of 5
Social Responsibility.	Page 2 of 5
Under-age.	Page 2 of 5
Problem gambling.	Page 2 of 5
Fair & open.	Page 2 of 5
Incentives.	Page 2 of 5
Third party introducers.	Page 3 of 5
Complaints & disputes.	Page 4 of 5
Definitions.	Page 4 of 5
Complaint.	Page 4 of 5
Dispute.	Page 4 of 5
Procedures.	Page 4 of 5
Complaints.	Page 4 of 5
Data protection:.	Page 4 of 5
Not immediately resolved:.	Page 4 of 5
Disputes.	Page 4 of 5
Protection of customer funds.	Page 5 of 5

Crime Prevention

1. **Suspicious transactions:**
 - a. Apparently suspicious or fraudulent transactions must not be accepted.
 - i. Details of any attempted suspicious transaction to be logged and reported to the police or SOCA where appropriate.
2. **Player location:**
 - a. All players must have a declared permanent address within an accepted territory, which until further notice will exclude the USA and its dependencies.

Social Responsibility

1. Under-age

- a. *Cashcascade*[®] lottery-style game entries, must not be offered to, or by, any persons who are, or appear to, be under the age of eighteen.
- b. Potential players must be asked to verify that they are eighteen or more years of age before any entry is accepted or processed.
 - i. In the event that a person having a winning entry is shown to have falsely completed the age verification process, all stakes are to be returned and no prize(s) paid.
 - ii. In the event that we have reason to believe that a potential player is under age, we reserve the right to ask for proof of age and / or perform verification checks.

2. Problem gambling

- a. No player shall be permitted to make more than five entries in any consecutive time period.
- b. Players or potential players who:
 - i. Express concern about the level or extent of their overall gambling participation should be directed to Gamcare for appropriate advice.
 - ii. Wish to self-exclude and are:
 - (1) Already playing:
 - (a) Their entry(ies) be suspended and unexpired stakes returned.
 - (b) No further entries to be accepted for at least six months and the player record marked to that effect.
 - (c) Promotional communications to be suppressed for the period of exclusion.
 - (2) Potential players:
 - (a) Entries are not to be accepted for at least six months and the player record marked to that effect.
 - (b) Promotional communications to be suppressed for the period of exclusion.

3. Fair & open

- a. Potential players must be provided with a explanation of the game process and a copy of the rules (terms & conditions) upon request.
- b. Players must be provided with a copy of the rules (terms & conditions) after entry processing and before the start of play.

4. Incentives

- a. We will not provide incentives:
 - i. In return for a commitment to a minimum or otherwise pre-determined period of play.
 - ii. Which increase in geometric proportion to the amount spent on entries.

Third party introducers

1. Must advise potential players that: “Your Cashcascade entry will be checked and processed by 121 Fundraising Limited, which is licensed by the Gambling Commission for operation of the game.”

Complaints & disputes

1. **Definitions:**

- a. "Complaint" will be an issue raised by a player which can be resolved to the satisfaction of both parties within five working days.
- b. "Dispute" will be a complaint which, after the expiry of the specified period, remains unresolved and where further action on the part of the company appears reasonably unlikely to meet the expectations of the player.

2. **Procedures:**

- a. Complaints:
 - i. Data protection:
 - (1) Telephone complaints require verification of the player's identity by means of their unique player number and postcode in combination.
 - ii. Not immediately resolved:
 - (1) For complaints which are not resolved in real time, either by telephone or email exchange:
 - (a) Players must be:
 - (i) Advised in writing the name of the person handling their complaint.
 - (ii) Provided with a copy of this procedure.
 - (b) Details must be recorded in a written log comprising:
 - (i) Player identification details.
 - (ii) Stake level.
 - (iii) Number of entries.
 - (iv) Nature of dispute.
 - (v) Date.
 - (vi) Charity supported.
 - (c) The outcome of any investigation must be reported to the player in writing, describing what, if any, steps the company will take to resolve the complaint.
 - (i) Should the company decide that the complaint is not justified, the basis for this decision must be made clear to the player.
- b. Disputes:
 - i. Will be referred to IBAS in accordance with the agreed protocol arranged on behalf of members by the Lotteries Council.
 - ii. The player must be provided with IBAS referral details.
 - iii. The outcome of IBAS intervention must be reported to the Gambling Commission.

Protection of customer funds

1. Insolvency
 - a. The licensed operator of the game (121 Fundraising Limited) has arranged for customer funds to be collected indirectly by an unrelated limited company. In the event that the operator were declared insolvent, customers who have paid in advance for entries in the game may make application to Cashcascade Limited for repatriation of unexhausted payments.
 - i. Cashcascade Limited, registered in England & Wales number 6255943, registered office address: 36 Wesley Road, Ironbridge, Telford, TF8 7BD.