



REMOTE OPERATOR PERMIT

TERMS AND CONDITIONS

Below are the NLRC Remote Operator Permit Terms and Conditions which, if granted to your company, shall state as follows:-

1. EXISTING OFFSHORE LICENCE

- a. You (the **Permit Holder**) shall be granted a Remote Operator Permit to provide facilities for gaming to players in Nigeria on the basis that you already have a gaming licence from a jurisdiction which is deemed to be acceptable by the NLRC (your **Primary Licence**). At all times during the term of this Permit, you shall maintain the same high standards of operation and safety towards players in Nigeria as those you are required to uphold under your Primary Licence. If your Primary Licence is amended or revoked for whatever reason, you shall inform the NLRC under the **Key Events** condition below.

2. TECHNICAL REQUIREMENTS

- a. You shall use a Nigerian facing URL to ensure that all player transactions emanating from Nigeria originate through or are diverted to that URL. Your approved URL shall be as agreed and tested by the NLRC in the Permit Approval process.
- b. You shall integrate with the Sentinal System as the only payment gateway through which Player transactions from Nigeria are settled including tax due to the Nigerian Government (see Condition 3, below) and you shall use suitable geo-restriction and/or ring-fencing methodologies to ensure that players in Nigeria do not migrate onto other gaming URL's or sites offered by you.
- c. You shall ensure that only Players located in Nigeria register on your Nigerian facing URL and shall ensure all necessary third party data consents to the provision and sharing of such player data is contained in your Data Privacy Policy published on your website.

3. PERMIT DURATION, ANNUAL FEE, PLAYER TAXATION, PLAYER DEPOSITS

- a. Your Permit granted by the NLRC shall be **Five (5) years** and you shall be required to pay an annual renewable Permit Fee to the NLRC as published on the NLRC website www.nlrc-gov.ng which shall be amended from time to time.
- b. You shall be required to pay to the NLRC and FIRS a tax on all player deposits ('Player Deposit Tax') received and held by you from players in Nigeria. The amount of taxation payable shall be as published on the NLRC website at www.nlrc-gov.ng and subject to amendment from time to time on provision of 60 days' notice.

- c. Player Deposit Tax shall be collected and settled automatically through the Sentinel System which shall be the only payment gateway through which to route Player transactions from issuers, supported cards and other payment methods.
- d. Within 30 days of the end of each yearly Permit renewal, you shall submit an accurate Tax Return to FIRS containing information on aggregate taxes settled to the NLRC and FIRS for the previous year.
- e. Where technically possible, you shall provide a breakdown of the amount of player revenue generated in Nigeria on a State by State (sub-national) basis.
- f. You shall notify Players in your website terms and conditions of the collection of tax at source which sums shall be irrecoverable by the Player in the event of the Player seeking to charge back the amount played. Players shall agree to your Terms and Conditions prior to finalising registration.
- g. You shall ensure that Player Deposits are held in a separate and segregated bank account as required under your Primary Licence.

In this condition 'Player Deposits' means the aggregate value of funds held to the credit of players including, without limitation:

- 1. cleared funds deposited with you by players to provide stakes in, or to meet participation fees in respect of, future gaming;
- 2. winnings or prizes which the player has chosen to leave on deposit with you or for which you have yet to account to the player;
- 3. any crystallised but as yet unpaid loyalty or other bonuses.

4. **PLAYER TERMS AND CONDITIONS**

- a. You shall ensure that your existing Player terms and conditions as approved under your Primary Licence shall be reviewed and approved by the NLRC before being published on your Nigerian facing URL.
- b. Amendments to your existing terms and conditions under your Primary Licence shall be required so as to make players in Nigeria fully aware that you are authorised to offer such remote gaming facilities under the terms of your Remote Operator Permit and to include specific conditions as set out at Condition 2.4 and 3.3 above.
- c. You shall display on the footer of every screen from which players are able to access gaming facilities provided in reliance on this Permit: -
 - i. a statement that you have a Remote Operator Permit issued by the NLRC;

- ii. Your Permit Number
 - iii. a link to your current Permit status as recorded on the NLRC's website.
- d. You shall also display information about your Primary Licence provided it is clear that you provide facilities for gaming to persons in Nigeria in reliance on your Remote Operator Permit.
- e. You shall have a Data Privacy Policy published on your Nigerian facing website that is compliant with the provisions of the Nigerian Data Protection Regulations.

5. UNDERAGE GAMING

- a. You shall have policies in place that prevent anyone under the age of 18 ('underage') in Nigeria from gaming on your Nigerian facing website.
- b. You shall have adequate policies in place to check the age of players who appear to be, or are suspected of being underage.
- c. You shall not advertise for players in such a way as to appeal to children and young people in Nigeria, for example by reflecting or being associated with youth culture.

6. RESPONSIBLE GAMING AND ADVERTISING

- a. You shall maintain the same policies and procedures intended to promote socially responsible gaming towards players in Nigeria as you maintain in your Primary Licence.
- b. You shall use best endeavours to work with organisation(s) that are approved by the NLRC and that deliver methodologies to detect and prevent excessive gaming.
- c. You shall ensure that no advertising or other marketing information targeting underage players appears on any primary web page/screen, or micro site that provides advice or information on responsible gaming.
- d. You shall ensure that no advertising or other marketing activities/strategies promoting unrealistic expectations appears on any primary web page/screen, or micro site that provides advice or information on responsible gaming.
- e. All marketing of gaming products and services to players in Nigeria must be undertaken in a socially responsible manner.

- f. If you intend to advertise your services on any billboard or print media in Nigeria you shall do so strictly in compliance with the Nigerian Code of Advertising Practice, Sales Promotion and Other Rights/Restrictions on Practice.

7. SELF EXCLUSION

- a. You shall offer Nigerian players the ability to self-exclude from playing on the Nigerian facing website in accordance with the Self Exclusion policies already in place under your Primary Licence.

8. REPORTING OF KEY EVENTS TO NLRC

- a. A key event is an event that could have a significant impact on the nature or structure of your business or Primary Licence or that amounts to a breach of these Remote Operator Permit conditions. You shall inform the NLRC through the Sentinel System if any of the following key events occurs, as soon as reasonably practicable and in any event within five working days of you becoming aware of the event's occurrence:
- b. You are in breach of any of the provisions of your Remote Operator Permit.
- c. Any of the following applying to your business namely the presenting of a petition for winding up; making of a winding up order or entering into administration or receivership.
- d. The suspension, termination or revocation of your Primary Licence.
- e. In the case of Permit Holders who are companies or other bodies corporate having a share capital, the name and address of any person who (whether or not already a shareholder or member) becomes a shareholder or member holding 10% or more of the issued share capital of the Permit Holder or its holding company.
- f. Any material change your banking arrangements, in particular the termination of such arrangements or a particular facility and whether by the Permit Holder or the provider of the arrangements.
- g. Any breach of a covenant given to a bank or other lender.
 - i. Any investigation by a professional, statutory, regulatory or government body (in whatever jurisdiction) into the Permit Holder's activities, or the activities of a person in a 'key position', where such an investigation could result in the imposition of a sanction or penalty which could reasonably be expected to raise doubts about the Permit Holder's continued suitability to hold an NLRC permit.

- ii. Any criminal investigation by a law enforcement agency in any jurisdiction in which the Permit Holder, or a person in a 'key position' related to the Permit Holder, is involved and where the NLRC might have cause to question whether the Permit Holder's measures to keep crime out of gaming had failed.
- iii. The commencement (in whatever jurisdiction) of any material litigation against the Permit Holder or, where the Permit Holder is a body corporate, a group company: the Permit Holder must also notify the outcome of such litigation.
- iv. Any security breach to the Permit Holder's environment that adversely affects the confidentiality of customer data; or prevents the Permit Holder's players, staff, or legitimate users from accessing their accounts for longer than 12 hours.

9. **PLAYER DISPUTES AND COMPLAINTS**

- a. You shall put into effect appropriate policies and procedures for accepting and handling customer complaints and disputes in a timely, fair, open and transparent manner.
- b. You shall ensure that you have arrangements in place for players to be able to refer any dispute to an online Alternative Dispute Resolution (**ADR**) entity that need not be located in Nigeria in a timely manner if not resolved to the customer's satisfaction by use of their complaints procedure within eight weeks of receiving the complaint, and where the customer cooperates with the complaints process in a timely manner.
- c. The services of any such ADR entity must be free of charge to the customer.
- d. You must not use or introduce terms which restrict, or purport to restrict, the customer's right to bring proceedings against you in any court of competent jurisdiction. Such terms may, however, provide for a resolution of a dispute agreed by the player to be binding on both parties.
- e. Permit Holders' complaints handling policies and procedures must include procedures to provide players with clear and accessible information on how to make a complaint, the complaint procedures, time scales for responding, and escalation procedures.
- f. You must ensure that complaints policies and procedures are implemented effectively, kept under review and revised appropriately to ensure that they remain effective, and take into account any applicable learning or guidance published by the NLRC from time to time. This due diligence is carried out by our managed service provider and is part of the Dedicated System's registration process.
- g. You shall keep records of customer complaints and disputes and make them available to the NLRC on request.