

SENSE SELF EXCLUSION ENROLMENT AGREEMENT

I wish to enrol onto the SENSE scheme which is operated by and on behalf of those land-based casinos situated in England, Wales and Scotland who are members of The Betting and Gaming Council.

The Betting and Gaming Council (or the “**BGC**”) is the industry association for (amongst other gambling businesses) licensed land-based casinos in Great Britain. The BGC’s registered office is c/o EMW 1st Floor 90 Chancery Lane London WC2A 1EU and it is registered at Companies House under the registered number 12213577. Contact details for the BGC are as follows: telephone: +44 (0)20 7434 2111; email: info@bettingandgamingcouncil.com; www.bettingandgamingcouncil.com

The SENSE scheme is operated by The Betting and Gaming Council on behalf of UK land-based casinos. For a full list of participating casinos go to: <https://bettingandgamingcouncil.com/wp-content/uploads/2020/10/ALL-CASINOS-LISTED-ARE-MEMBERS-OF-THE-SENSE-SYSTEM.pdf>

For details on how your personal information will be used in connection with the SENSE scheme, please refer to Clause 12 below and at the link here <https://bettingandgamingcouncil.com/wp-content/uploads/2020/10/SENSE-PRIVACY-POLICY.pdf> **NB** please note that references to the previous operator of the SENSE scheme, the National Casino Forum (or “**NCF**”), should be read and understood as references to the current operator of the scheme, the BGC).

By entering this agreement you understand that you are electing to voluntarily self-exclude from all UK land-based casino premises operated locally and nationally which are participating in the SENSE scheme (the "participating casinos"). I accept that this will result in me being nationally excluded from all casinos that participate in the SENSE scheme. I acknowledge that I have a gambling problem.

In consideration of me agreeing to be bound by this agreement which includes the following Terms and Conditions, you will agree to enrol me onto the SENSE scheme with all participating casinos, all of whom will be entitled to enforce the terms of this agreement against me:

1. I always have the primary responsibility for excluding myself from casinos (including participating casinos) and ensuring that no one enters any casino (including participating casinos) on my behalf.
2. The Betting and Gaming Council , through the SENSE scheme, offers a voluntary self-exclusion agreement between myself and all the participating casinos to help me to self-exclude, which I agree and acknowledge may be enforced against me (and any third party who seeks to enter any participating casino on my behalf) by all participating casinos.

3. The minimum period of self-exclusion is 6 months and I cannot be removed from SENSE enrolment, or seek my removal or otherwise terminate my enrolment on the SENSE scheme, within that period. My enrolment will remain in place following that 6 months' period unless or until I attend at any casino participating in the SENSE scheme and, whilst there, make a request in writing to have my enrolment cancelled and for me to be removed from self-exclusion.

4. The end date of any existing self-exclusion agreements in place with one or more of the participating casinos will be varied in order to substitute in its place the end date of the SENSE voluntary self-exclusion once a SENSE enrolment application has been processed and I have thereby self-excluded through the SENSE scheme.

5. Within seven days of my enrolment with the SENSE scheme, my membership of, and any and all loyalty schemes held with, participating casinos will be closed and automatically cease and terminate (notwithstanding their specific terms of termination) and the participating casinos shall have no liability to me in respect of such closure and termination.

6. Save for exercising my right to be removed from SENSE, I will not enter or attempt to enter any casino premises (and nor will I seek, request, procure or otherwise encourage any third party to enter or attempt to enter any casino premises to gamble on my behalf) whilst enrolled on the SENSE scheme and should I do so I will be considered to have breached this agreement.

7. Participating casinos will not be held liable for any matter whatsoever if I enter, or any third party on my behalf enters, a casino (including any participating casino) whilst self-excluded through the SENSE scheme and I am and/or the said third party is able to gamble.

8. I accept and agree that if I gamble, or if any third party on my behalf gambles, in a participating casino whilst I am enrolled with SENSE, otherwise than in circumstances considered by the relevant participating casino in its sole discretion to be exceptional:

- (1) money or money's worth staked by me, or by any such third party on my behalf, and any winnings arising therefrom will be forfeited; and**
- (2) gambling losses incurred by me, or by any such third party where they have gambled on my behalf, will not be reimbursed.**

In the above respect, "money or money's worth staked" includes (without limitation) not only money, money's worth, gambling chips and/or tokens paid to and accepted by a participating casino in respect of a gambling transaction but also:

- a) gambling chips and/or tokens in respect of which, in advance of any gambling transaction taking place, money and/or money's worth has been exchanged; and / or**
- b) money, money's worth, gambling chips and/or tokens which have been inserted into a gaming machine or gambling terminal (whether or not any gambling transaction has taken place)**

9. My application to be removed from self- exclusion will not automatically be granted and I will be requested to discuss any such application with a casino manager.

10. A 24 hour time period may be required to elapse before I am allowed to enter a casino premises after my initial request for removal from the SENSE scheme.

11. The personal information and photograph I have provided in the SENSE enrolment form are accurate and, in the case of the photograph, is a true likeness of me.

12. Privacy Notice: Use of my Personal Information:

I acknowledge that the Betting and Gaming Council and participating casinos will use (a) the personal information and photograph I have provided, (b) any personal information possessed or provided by participating casinos that is directly related to my self-exclusion, and (c) any additional personal information possessed or provided by the participating casinos or any of them that relates to breaches or attempted breaches by me and that may be useful to support my wish to be excluded from casino gambling and from all participating casinos, for the following purposes: (a) to provide the voluntary self-exclusion service that I have requested, (b) for the purposes of performing this agreement, including the enforcing of any rights and defending of any claims, (c) for the purposes of complying with their regulatory obligations; and (d) as otherwise may be set out in the SENSE privacy policy <https://bettingandgamingcouncil.com/wp-content/uploads/2020/10/SENSE-PRIVACY-POLICY.pdf> **NB** please note that references to the previous operator of the SENSE scheme, the National Casino Forum (or “**NCF**”), should be read and understood as references to the current operator of the scheme, the BGC).

For the avoidance of doubt, this Clause 12 overrides anything to the contrary in the SENSE privacy policy, to the extent of any conflict between them.

13. If any provision of the terms and conditions of any participating casino at any time conflict with any provisions of this agreement, this agreement shall prevail.

14. REMOVAL from enrolment with SENSE does not reinstate ANY membership that I may have had or ANY loyalty scheme I may have participated in.

15. I have been advised that it is in my own best interests not to take part in any form of gambling and I have been informed where I can obtain further advice about problem gambling.

16. No failure or delay by the Betting and Gaming Council (or a participating casino) to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

17. Save in respect of the participating casinos being capable of enforcing the provisions of this agreement, a person who is not a party to this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

18. This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

I release from any liability whatsoever the officers and employees of (a) each and all of the participating casinos, (b) the Betting and Gaming Council and acknowledge that I have no claims of whatsoever nature against them or any of them in the event that I fail to comply with this agreement or any part of it.

I have read and I understand the above conditions and I confirm that I have read and understood the SENSE scheme guidance that has also been provided and explained to me.

Date:

Name:

Signed:

SENSE SELF-EXCLUSION ENROLMENT FORM

FIRST NAME*

MIDDLE NAMES (if any)

FAMILY NAME*

TITLE*

(e.g. MR/MRS/MS/DR)

IS THE PERSON KNOWN BY ANY OTHER NAMES?

DATE of BIRTH*

(DD/MM/YYYY)

SEX*

(PLEASE TICK)

NATIONALITY*

ADDRESS*

POST CODE*

COUNTRY*

TELEPHONE

MOBILE

EMAIL ADDRESS

DATE*

ENROLEE SIGNATURE*

Please attach
a recent Photo

Applications must be accompanied with a recent photo

Fields marked with an * must be completed