TERMS AND CONDITIONS

What these terms cover
These are the terms and conditions on which we will supply multi-operator self-exclusion services to you. Please read these terms carefully. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

Who we are
We are Multi-Operator Self-Exclusion Scheme Ltd, a company registered in England and Wales. Our company registration number is 10269436. Our address is Ely Place, Holborn, London, EC1N 6TD.

How to contact us
You can contact us by telephoning our Central Self-Exclusion Team on 0800 294 2060.

How we may contact you
If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in this central self-exclusion form.

Data and privacy issues
We collect certain information from you in order to complete a self-exclusion registration. We ask for your name, date of birth and address and email address if you have one. We ask for a good quality photograph. We ask for some form of photo-proof of your identity.

Once we have received your information, we will use strict procedures and security features to try to prevent unauthorized access. This information is stored securely on a system with server security and firewalls. We will not allow your personal data to be transferred outside of the European Economic Area, unless we are satisfied that the transfer is in accordance with the applicable data protection laws.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data provided to us via internet; any such transmission is at your own risk.

By proceeding to use our service you consent that we may process the personal data (including sensitive personal data) that we collect from you in accordance with this privacy policy. We rely on your consent to process your personal information. However, we may also rely on our legitimate interests to improve our services, or on our right to use your personal information to perform our obligations to you under these terms and conditions.

We will use information we hold about you for the purpose of administering and providing the multi-operator self-exclusion services to you. The information is shared with operators for the sole purpose of them intervening if you do seek to breach your self-exclusion.

All copies of the self-exclusion form will be kept confidential. You agree to your details and photograph being retained by the Central Self-Exclusion Team and being shared with the betting operators whose premises are listed in this central self-exclusion form (the “Named Operators”), any applicable Named Operator’s group companies.
When satisfied we have validated your identity your name, address and photograph is shared with those Named Operators with premises on the list of places from which you wish to self-exclude. The proof of identity information you provide to us is not shared with any Named Operators.

You agree that we also have the right to share your personal information with our suppliers and sub-contractors, for example with our software and IT suppliers.

Other than as set out above, we will not disclose your personal information to any third parties, unless we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply these terms and conditions, or to protect the rights, property or safety of others.

We only retain your personal information for as long as necessary. Our policy is to delete personal information six months after a period of self-exclusion has passed.

The UK Data Protection Act 1998 gives you the right to access information held about you. You can also contact us to request correction of inaccurate or incomplete personal data. In certain circumstances, you may also have the right to request erasure of your personal data, for example if we no longer have any legal ground for processing of your personal data. Please contact the Central Self-Exclusion Team on 0800 294 2060 if you wish to exercise any of the above rights, or if you would like to object to our processing of your personal data. The Central Self-Exclusion Team reserve the right to contact you if any further information is required.

You can also contact the Information Commissioner's Office on 0303 123 1113 if you have concerns about our privacy activities.

**Self-Exclusion from the premises**

You agree not to enter any of the premises listed in this central self-exclusion form (the “Named Premises”) during the period of your self-exclusion. If you visit any of the Named Premises during the period of your self-exclusion and you are identified by a member of staff, you will be requested to leave such premises. If you refuse to cooperate, you will be removed.

**Self-exclusion online, telephone and/or betting shop accounts**

You understand that if you choose to provide details in respect of any online, telephone and/or betting shop accounts with a Named Operator or with any of the Named Operator’s group companies during the self-exclusion request call, those accounts will be closed for the period of your self-exclusion. Any remaining funds in such accounts will be returned to you by the applicable Named Operator and any applicable Named Operator’s group companies by a method determined in the sole discretion of such Named Operator and any applicable Named Operator’s group company.

Any self-exclusions from any online accounts will be by reference to the usernames, account numbers and email addresses provided by you during the self-exclusion request call. Any self-exclusion from any telephone accounts will be by reference to the usernames and account numbers provided by you during the self-exclusion request call.

You acknowledge and agree that the Central Self-Exclusion Team, the Named Operators and any applicable Named Operator’s group companies shall have no liability whatsoever if you provide inaccurate or incomplete information which prevents them (in their sole discretion) from applying any self-exclusions to the online, telephone and/or betting shop accounts specified during the self-exclusion request call.

The Named Operators and the Named Operator’s group companies may refuse to apply any self-exclusion to the online, telephone and/or betting shop accounts specified during the self-exclusion request call if there is any doubt (at their sole discretion) that such accounts belong to you. Any returns from ‘running bets’ in the online, telephone and/or betting shop accounts specified in the self-exclusion request call will be returned to you by the applicable Named Operator and any applicable Named Operator’s group companies by a method determined in the sole discretion of such Named Operator and any applicable Named Operator’s group companies.
General & exclusion of liability

You understand that your self-exclusion from the premises listed in this central self-exclusion form will not commence until a photograph is received and ID verification checks are completed and that it may take up to 10 working days from completion for your self-exclusion to take effect.

You accept that self-exclusion is a voluntary request which is not enforceable in any way whatsoever against the Named Operators, any applicable Named Operator’s group companies or the Central Self-Exclusion Team. You understand that you cannot revoke, cancel or withdraw this central self-exclusion prior to the stated expiry date.

You understand and agree that you are not permitted to open any new online, telephone and/or betting shop accounts with any of the Named Operators and any applicable Named Operator’s group companies during the period of your self-exclusion.

You understand and agree that the Central Self-Exclusion Team, the Named Operators and any applicable Named Operator’s group companies shall make all reasonable attempts to assist you in fulfilling your self-exclusion requirements (both in preventing you from entering the Named Premises and from accessing any applicable online, telephone and/or betting shop accounts specified in the self-exclusion request call). However, during your period of self-exclusion, you understand and agree that you have an equal undertaking not to seek to circumvent your self-exclusion by entering or continuing to enter (or asking a third party to enter on your behalf) the Named Premises or by continuing to participate in gambling and betting services with any of the Named Operators and any applicable Named Operator’s group companies online, by telephone and/or through other betting shop accounts. You understand and agree that you should not seek to or in fact gamble during your period of self-exclusion with any of the Named Operators and any applicable Named Operator’s group companies.

You understand and acknowledge that the only responsibility of the Central Self-Exclusion Team, Named Operators and any applicable Named Operator’s group companies is strictly to make reasonable attempts to assist you in fulfilling your self-exclusion requirements (both by preventing you from entering the Named Premises and from accessing any applicable online, telephone and/or betting shop accounts specified in the self-exclusion request call). You accept that your self-exclusion is a voluntary request which is not enforceable in anyway whatsoever against the Central Self-Exclusion Team, Named Operators and any applicable Named Operator’s group companies and in particular:

- the Central Self-Exclusion Team, the Named Operators, any applicable Named Operator’s group companies and their officers and employees will not be held liable for any claims whatsoever or howsoever arising out of or in connection with your self-exclusion except where this paragraph would have the effect of excluding or limiting the Central Self-Exclusion Team, the Named Operators, any applicable Named Operator’s group companies and their officers and employees’ liability in a way that is unlawful;
- any bets inadvertently accepted in any of the Named Premises will, based on industry practice, stand, win or lose;
- the Self-Exclusion Team, Named Operators and any applicable Named Operator’s group companies shall have no responsibility or liability to you or any third party and will be under no obligation to return any deposits, winnings or other funds obtained from any new online, telephone and/or betting shop accounts opened by you (or any third party).

We may transfer our rights and obligations under these terms to another organization.

Marketing

The Self-Exclusion Team, Named Operators and any applicable Named Operator’s group companies will take all reasonable steps to ensure that you no longer receive marketing materials from any of the channels which you have self-excluded from until your period of self-exclusion has expired and you have elected to opt back into such marketing communications.
End of self-exclusion

You will continue to be excluded from the Named Premises and will be unable to access the online, telephone and/or betting shop accounts specified in the self-exclusion request call for a period of 6 months after the expiry of your period of self-exclusion unless you renew your period of self-exclusion or you opt to return to gambling. During this 6-month period, you can discuss your options with the Central Self-Exclusion Team by calling 0800 294 2060. Upon your agreement, your period of self-exclusion may be extended for a further period of 12 months.

If you opt to return to gambling, there will be a 24 hour ‘cooling off’ period before the Central Self-Exclusion Team process your request for the same. You must allow up to 10 working days for the notification of your choice to end your period of self-exclusion to be received by all Named Operators and any applicable Named Operator’s group companies. If you opt to return to gambling services, you must contact the applicable Named Operators and any applicable Named Operator’s group companies’ customer service departments to reactivate the online, telephone and/or betting shop accounts specified in the self-exclusion request call. There will be a 24 hour “cooling off” period before such accounts are reactivated. You understand that the Named Operators and any applicable Named Operator’s group companies may (at their sole discretion) refuse to reactivate such accounts if you are known to have other ‘active’ self-exclusions with such Named Operator and any applicable Named Operator’s group companies.

Governing law and jurisdiction

These terms are governed by English law and you can bring legal proceedings in respect of any disputes connected with your self-exclusion in the English courts. If you live in Scotland you can bring legal proceedings in respect of disputes connected with your self-exclusion in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of disputes connected with your self-exclusion in either the Northern Irish or the English courts.

February 2019