

Key concern	What operators need to do	What operators need to be thinking about
<p><b>Lack of transparency of significant promotion restrictions</b></p>	<p>Ensure all <b>significant</b> conditions of promotions are:</p> <ul style="list-style-type: none"> <li>▶ clear, timely, intelligible, unambiguous, transparent, non-misleading and prominent; and</li> <li>▶ within the advert and with the headline offer on all relevant landing pages and sign-up pages for the promotion, and on any other advertising on any medium for the promotion.</li> </ul> <p>Ensure <b>all</b> terms and conditions relating to a promotion, including terms which apply to all bonuses are accessible:</p> <ul style="list-style-type: none"> <li>▶ before the consumer signs up, within a single click from (i) all relevant landing pages and sign-up pages for that promotion and (ii) any other advertising on any medium for that promotion; and</li> <li>▶ once play commences, within a single click from the bonus tab on the consumer’s account page.</li> </ul>	<p>What are the significant conditions of the promotions offered (those being likely affect a consumer's understanding of the promotion)?</p> <p>Significant conditions will vary by promotion, but will generally include:</p> <ul style="list-style-type: none"> <li>▶ How to qualify;</li> <li>▶ Excluded players (e.g. new customers only)?</li> <li>▶ Time limitations;</li> <li>▶ Max stake sizes;</li> <li>▶ Wagering requirements that must be met before the bonus or winnings from the bonus may be withdrawn;</li> <li>▶ Can the bonus be withdrawn (after wagering requirements are met) or are they for wagering purposes only?</li> <li>▶ Caps on winnings?</li> </ul> <p>What marketing materials need to be updated to include significant conditions?</p> <p>Can all adverts (even those limited by time or space) prominently display all significant conditions?</p> <p>Can affiliates comply?</p> <p>Are full promotion terms available to accessible to consumers within one click?</p> <p>How long will any changes take to implement in practice?</p>
<p><b>Restriction on withdrawing deposit winnings</b></p>	<ul style="list-style-type: none"> <li>▶ Stop offering gaming promotions that include a restriction on the withdrawal of deposit winnings.</li> <li>▶ Ensure that terms clearly and prominently articulate the right to withdraw deposit winnings.</li> <li>▶ Ensure that consumers can clearly distinguish between play with funds that are subject to restrictions and play with unrestricted funds.</li> </ul>	<p>Do any promotions restrict a player's right to withdraw winnings from deposited funds? These must be altered or withdrawn.</p> <p>Updating promotion T&amp;Cs to explain the right for players to withdraw winnings derived from deposit funds</p> <p>Are deposit / bonus funds clearly separated?</p>

**CMA updates the industry on its key concerns: operators must act now to remedy unfair and misleading terms and practices**

<p><b>Restriction on withdrawing unspent deposit funds</b></p>	<ul style="list-style-type: none"> <li>▶ Stop imposing restrictions on withdrawing unspent deposit funds.</li> <li>▶ Ensure that terms clearly and prominently articulate the right to withdraw deposit funds.</li> <li>▶ Ensure that consumers can clearly distinguish between play with bonus funds that are subject to restrictions and play with their own money which is not.</li> </ul>	<p>Can customers always withdraw their deposit funds? Do the T&amp;Cs articulate this right clearly?</p> <p>Are customers informed when playing with their bonus? How can this be achieved (e.g. an on-screen message)? Is this clear?</p>
<p><b>Fairness and transparency of play restrictions</b></p>	<ul style="list-style-type: none"> <li>▶ Ensure promotional play restrictions do not apply to consumers' deposits or the winnings from their deposits, except where operators can ensure that invalid wagers cannot be placed.</li> <li>▶ Clearly outline all prohibited types or patterns of play, with no discretion reserved to the operator after the event.</li> <li>▶ Distinguish terms relating to gameplay restrictions from other terms which set out (valid) restrictions connected with allegations of fraud, collusion, use of multiple accounts, manipulation of software, exploitation of loopholes or other technical forms of abuse or other behaviour which amounts to deliberate cheating.</li> <li>▶ Provide full explanations to consumers where the application of gameplay restrictions results in the loss of (bonus) winnings.</li> </ul>	<p>Promotional play restrictions are those conditions which restrict the types of wagers that a player can make when participating in a bonus. This would include gameplay restrictions, limits on the size of wagers/bets placed, qualifying games, and restrictions on patterns of play (e.g. board coverage).</p> <p>Are promotional play restrictions clearly explained to players? The right to determine whether a pattern of play is restricted cannot be reserved to the operator to determine after the event. These restrictions must be explained in advance and must not be applied to play using deposit funds.</p> <p>These promotional play restrictions must be distinguished from general account restrictions seeking to prohibit and/or sanction fraud, collusion, use of multiple accounts, software manipulation, cheating etc.</p> <p>Are consumers informed when they breach a promotional play restriction and forfeit their winnings or are prevented from withdrawing?</p>
<p><b>Withdrawing free bets or reducing their value</b></p>	<p>Ensure they are not seeking to enforce account restrictions that would either remove a customer's entitlement to a bet, or reduce its value, where a customer has already placed all or some of the qualifying bets under the promotion.</p>	<p>An example of an account restriction is a stake restriction (e.g. lowering the amount a player can bet). Whilst the practice of applying bet restrictions is permissible, an account restriction cannot be applied to active bonuses (i.e. one in which the first qualifying bet has already been placed).</p> <p>Are account restrictions ever placed on active free bets?</p>
<p><b>Compulsory publicity</b></p>	<p>Must not use, enforce or seek to rely on terms in their contracts which purport to allow them to use consumers' names, photos, locations and other personal data for promotional purposes without seeking their specific consent to do so.</p>	<p>Do the existing terms seek to permit the use of player information for promotional purposes? These will need to be amended. Specific consent should be sought.</p>