NIISITAPI
GAMING COMMISSION

Terms and Conditions Guideline

Document control

Item	Entry
Issued by	Niisitapi Gaming Commission
Applies to	B2C Licensees, including holders of a Provisional License, and their player-facing Terms
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Enquiries	Refer to the Niisitapi Gaming Commission website

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1 Purpose and application

This Guideline applies to B2C Licensees providing gaming services under a License granted by the Commission, across websites, applications and other player channels. It does not prescribe the commercial contracts of B2B suppliers. A B2C Licensee remains responsible where a supplier prepares or administers its player terms.

In this Guideline, terms defined in the Online Gaming Regulations (the "Regulations") have the same meaning, "Licensee" means the B2C Licensee contracting with the player, and "Terms" includes general terms, game rules, payment conditions and promotional conditions forming part of that agreement.

"Must" identifies a proposed minimum requirement; "should" identifies recommended practice; "may" identifies an option. This Guideline is a Commission Policy issued under Regulation 46 of the Regulations, and compliance with it is a condition of the License (Regulation 46.3).

Terms must comply with applicable law, License conditions and Commission requirements. They cannot override the Commission's AML, KYC, Responsible Gaming, Player Complaints or ADR requirements under the AML/CFT/CPF Code of Practice, KYC Policy, Responsible Gaming Policy, Player Complaints Policy and Role of ADR and Approval policy. A link to a separate player policy is sufficient where it makes the relevant information readily available; internal operating procedures need not be published.

2 A contract players can use

2.1 Terms must use clear language, readable text and descriptive headings. They must be available before registration and remain accessible without logging in, including through a clearly labelled link from the homepage, registration journey and player account area. Relevant game or promotional terms must be accessible before participation.

2.2 Players must be able to save or print the Terms for later reference. Each version must show its version identifier and effective date. One current general version must apply to each brand and service; earlier accepted versions may continue to govern accrued rights and unsettled transactions.

2.3 Terms must identify the contracting entity, registration number, registered address, support contact, License number (Regulation 22.3) and licensed services. Where a brand uses different contracting entities or Licenses, the player must be told which entity and License apply before entering the relevant service.

2.4 An English version must be maintained. Where services are offered in another language, the player must have an accurate version in that language. A prevailing language clause must not be used to enforce a material restriction absent from, or materially misstated in, the version presented to that player.

2.5 Important restrictions must be brought to the player's attention at the point they matter. A general reference to Terms does not cure a misleading offer. Linked documents must be consistent, and any priority between them must be stated.

2.6 Include or clearly link to a privacy notice explaining who controls player data, why it is used, verification and regulatory disclosures, retention, recipients and international transfers where relevant, and the player's rights and contact routes under applicable data protection law. Describe material automated decisions where applicable. Contract acceptance must not be treated as consent for unrelated optional uses.

3 Registering and using an account

3.1 Terms must state the minimum participation age required by applicable law and Commission requirements (at least eighteen (18) years; Regulation 18.1(b)), eligibility conditions, restricted territories (Regulation 4), and the requirement to register personally using accurate information. Players must update material changes to their details. A player responsibility statement does not remove the Licensee's own obligations concerning territorial access.

3.2 The account must be for the registered player's personal use. Terms must explain duplicate account restrictions, permitted exceptions, credential security and the process for reporting suspected unauthorised access. Responsibility must reflect each party's conduct; a Licensee cannot exclude responsibility for its own security failures merely because credentials were used.

3.3 Mandatory account ownership clause: Terms must prohibit selling, purchasing, gifting, lending, sharing or transferring an account, or substituting another person as its holder. Genuine corrections and changes to the same person's verified details must remain possible. The Licensee must distinguish these corrections from a change of ownership.

3.4 Suggested player wording: "Your account is personal to you. You must not sell, buy, give, lend, share or transfer it, or allow another person to use it. The registered account holder cannot be replaced by another person. We may correct errors or update your verified personal details where you remain the same account holder."

3.5 Terms must explain prohibited conduct relevant to the service, such as collusion, fraud, identity misuse, prohibited automation, manipulation and circumvention of account restrictions. Where chat or community features are offered, publish the conduct rules and explain moderation and recording. Describe monitoring at a useful level without disclosing controls that would facilitate evasion.

4 Verification and money movement

4.1 Terms must explain the principal identity, age, payment ownership and other verification checks; when these may be triggered; the types of information reasonably required; and the effect of incomplete checks. Refer to the player facing KYC information required by the KYC Policy.

4.2 Verification requests must be relevant and proportionate to the legal obligation or identified risk. Terms must not permit KYC to be used as a pretext to avoid legitimate payment. Further checks may be required for a genuine compliance or risk reason, but requests must not be repeatedly changed without justification. Explain the outstanding requirement and next step where disclosure is lawful.

4.3 Before a player commits funds, make the costs, limits and expected timing of payments clear. Terms must explain available payment methods and currencies, how any charges or conversion rates are calculated, and the conditions for deposits and withdrawals. Distinguish processing by the Licensee from settlement by an external provider. Withdrawal caps must be disclosed before deposits or wagers and must not be introduced after a win. Withdrawals must be processed in line with Regulations 19.7 and 19.8.

4.4 Describe how players request payment and establish that the payment destination belongs to them. Where the usual method cannot be used, provide a process for agreeing a verified alternative consistent with AML and KYC requirements. Players must not be required to gamble further to withdraw an ordinary cash balance. Any lawful restriction on returning unwagered deposits must be disclosed and proportionate.

4.5 Explain how player balances are held and protected (Regulation 19), whether any interest is payable, and any material limits to that protection. Terms must accurately describe the nature of the service and must not present a gambling balance as a savings or investment product or imply financial guarantees that do not exist.

4.6 Explain that criminal proceeds and misuse of the service for money laundering are prohibited, that transactions may be monitored and screened, and that information may be reported to competent authorities as required by law. Do not promise to disclose information where reporting restrictions prevent this.

4.7 Where Virtual Assets are accepted, Terms must explain how players fund their accounts, how balances and winnings are valued, and how withdrawals are settled. Disclose supported assets and payment instructions, applicable costs, settlement requirements and material risks or restrictions before the player transacts. Explain how payment problems are reported and assessed, including the basis for any recovery or correction. These provisions must comply with Regulations 19.2 and 19.7 and the Commission's policy on Virtual Assets (Regulation 21.1) and must not exclude responsibility for the Licensee's own errors.

5 Rules of play and promotional offers

5.1 Before a wager, players must be able to find how outcomes and winnings are determined, stake and payout limits, settlement rules and relevant deadlines. Explain rules appropriate to the product; do not describe all products as random number generator games. Statements about certification must accurately describe the games and systems covered.

5.2 Define the circumstances in which a wager or event may be rejected, suspended, cancelled or corrected, including interruptions, obvious pricing errors and game or dealer errors. Explain the settlement or refund method and how affected players will be informed. Corrections must be supported by records and applied consistently; a general right to cancel any winning wager is unacceptable.

5.3 Where promotions are offered, disclose eligibility, qualifying deposits, wagering requirements and calculation, game contribution, maximum qualifying stakes, expiry, withdrawal conditions and any limit on bonus derived winnings before acceptance. Distinguish withdrawable cash from restricted bonus value (Regulations 19.9 and 34.4).

5.4 Players must opt into a bonus before its restrictions apply. Explain how to decline or leave a promotion and what happens to bonus value and associated winnings. Promotional conditions must not retrospectively attach restrictions to existing cash or unrelated winnings. A short promotional summary may link to full terms, but must include the material limitations.

6 Fair decisions when something goes wrong

6.1 Terms must identify objective grounds for restricting an account, withholding payment, voiding transactions or removing winnings. Commercial decisions to stop accepting future business must be distinguished from findings that existing funds are not payable.

6.2 Suspected fraud or another compliance concern may justify a proportionate temporary restriction while checks are completed. State the review process, how the player will be contacted and the available complaint route. Restrictions must be reviewed without avoidable delay; pay undisputed sums where lawful and practicable.

6.3 Any final adjustment must relate to the conduct or transaction established and be supported by evidence. A minor or unrelated breach must not automatically result in loss of the entire

balance. Do not permit arbitrary confiscation, unexplained penalties, or reliance on a newly introduced rule to remove accrued winnings.

6.4 Give a reasoned explanation of an adverse decision, the amount affected and the relevant contractual provision, except where disclosure is prohibited by law. A restriction on disclosure does not remove the obligation to keep a decision record or cooperate with lawful regulatory or ADR requests.

6.5 Liability provisions must be clear and proportionate. They must not purport to exclude non-excludable liability, excuse deliberate wrongdoing or prevent a player challenging an error. Severability or entire agreement wording must not be used to remove mandatory rights or cure misleading representations.

7 Taking a break or leaving

7.1 Explain the responsible gaming tools available, how to activate them, their scope across accounts or brands, and the rules for changing or ending a restriction. Link to the RG Section required by the Responsible Gaming Policy rather than reproducing operational procedures.

7.2 Explain how to close an account and distinguish ordinary closure from self-exclusion. Closure or self-exclusion must not itself extinguish a legitimate balance. A player must have a route to withdraw funds without resuming gambling, subject to lawful verification and restrictions (Responsible Gaming Policy, section 10.5).

7.3 If inactivity rules apply, define the inactivity period, consequences, contact arrangements and any fee, including its amount or calculation and when it starts. Give advance notice before charging a fee. Do not charge fees under terms the player has not accepted or treat the remaining balance as automatically forfeited. Terms must also explain the dormancy rules in Regulations 19.10 to 19.12: an account becomes dormant after 36 months without a transaction, the Licensee must try to return the balance, and an unclaimed balance is remitted to the Commission, from which the player may claim it within one year.

7.4 Explain how open wagers and remaining balances are handled on closure, service withdrawal or cessation of operations, consistently with the wind-down requirements in Regulation 26. Do not promise that regulatory licensing guarantees payment.

8 Complaints and third party involvement

8.1 Provide a direct complaints contact or link, the information needed, the handling stages and the response and escalation deadlines applicable under the Commission's Player Complaints Policy. Identify the Approved ADR Entity, its contact details, when referral is available, any relevant scope limits, and the effect of its decision under the Role of ADR and Approval policy.

8.2 Explain that the Commission supervises regulatory compliance and does not directly adjudicate individual player disputes (Regulation 20.5). This must not prevent reporting a suspected regulatory breach. Terms must preserve access to competent courts and explain applicable governing law and dispute jurisdiction without displacing mandatory rights.

8.3 Assignment of claims is separate from account ownership. A Licensee may include a clear restriction on voluntary assignment of claims to third parties, to the extent permitted by applicable law. Such a restriction must be prominent and expressly accepted before it applies. It must not be introduced retrospectively to defeat an existing claim.

8.4 Suggested player wording: "To the extent permitted by applicable law, you must not assign, sell, transfer or otherwise dispose of any claim against us arising from your account or use of our

services, including a claim to a balance, winnings, a refund or compensation. This restriction is intended to prevent a third party from acquiring the claim or enforcing it in its own name, including through an arrangement intended to achieve the same result as an assignment. It does not prevent you from obtaining legal advice, authorising a representative to act in your name, using our complaints process or approved ADR, or bringing proceedings before a competent court. It does not override mandatory law, a court order or succession by operation of law."

8.5 A restriction must not be used to deny a player's underlying entitlement merely because an attempted assignment is ineffective. A representative may be required to establish authority and identity; this must not become an unreasonable barrier to a complaint. Payments remain subject to lawful verification and remittance requirements. Estate representatives and other persons entitled by operation of law must be assessed under the applicable legal process; they do not become entitled to gamble through the deceased player's account.

9 Agreeing and changing the Terms

9.1 Obtain an affirmative acceptance at registration, such as an unticked checkbox linked to the Terms. Keep evidence identifying the player, version and time of acceptance. General Terms must not be accepted through silence or a preselected box.

9.2 A material change affects player rights or obligations, charges, access to funds, liability, dispute rights or the operator's powers. Give advance notice explaining the change, its effective date and where to read the revised wording. Obtain active acceptance before allowing further deposits or play under the changed Terms.

9.3 A player who declines a material change may be prevented from further play, but must remain able to request closure and withdrawal of the legitimate balance under the previously applicable Terms, subject to law. Existing wagers, accrued claims and previously accepted promotions must not be prejudiced retrospectively.

9.4 Corrections to spelling, contact details or presentation that do not affect substantive rights may be published without renewed acceptance. An urgent change required by law or a competent authority must be explained as soon as lawful and practicable; urgency does not authorise unrelated retrospective changes.

9.5 Keep the versions actually presented, incorporated rules, effective dates, acceptance evidence and material change notices for the period required by applicable law and Commission record retention requirements (at least five years), and longer where necessary to preserve records for an unresolved dispute or lawful hold. Give a player the version relevant to their transaction on request.

10 Operator responsibility and implementation

10.1 The Licensee must designate responsibility for keeping Terms accurate and aligned with its actual service. Review them before launch, before a material service change and when relevant regulatory requirements change. A risk based review is sufficient; routine external legal certification is not required by this Guideline.

10.2 Maintain a current English copy and a record of material brand differences. Supply Terms, historical versions and acceptance evidence to the Commission when required. Submission does not constitute approval of contractual validity. No separate routine approval or filing timetable is created by this Guideline.

10.3 New services should comply before accepting players. For existing services, the Commission should specify the implementation date when adopting this Guideline. Any corrective directions or other regulatory action must rely on the powers and procedures available under Part XII of the Regulations.