

## Directive 2 of 2018

### Player Protection Directive

In exercise of the power conferred by article 7(2) of the Gaming Act, 2018 (Cap. 583 of the Laws of Malta), the Malta Gaming Authority is hereby issuing the following directive in order to delineate in further detail the specific player protection requirements to which Authorised Persons must adhere.

#### Part I – Short Title and Definitions

1. The short title of this directive is the Player Protection Directive 2018.
2. This directive shall come into force on 1 August 2018.
3. (1) In this directive, save as provided in sub-article (2) of this article, all words and phrases shall have the same meaning as prescribed in the Gaming Definitions Regulations.  
(2) In this directive, unless the context otherwise requires:
  - “AML legislation” means the Prevention of Money Laundering Act (Cap. 373 of the Laws of Malta) and all regulations, guidance and any other instrument issued thereunder;
  - “B2C licensee” means a person licensed by the Authority to provide or carry out a gaming service from Malta or to any person in Malta, subject to the requirement of obtaining a licence in terms of regulation 3 of the Gaming Authorisations Regulations, which for the avoidance of doubt shall include the persons operating the games mentioned in regulation 8, but not the persons operating any games in terms of regulations 5, 7, 22, 29, 30 and 31 of the Gaming Authorisations Regulations;
  - “B2B licensee” means a person licensed by the Authority to provide a critical gaming supply;
  - “Channel of delivery” shall have the same meaning assigned to it in the Gaming Authorisations and Compliance Directive;
  - “Consumer Affairs Act” means the Consumer Affairs Act (Cap. 378 of the Laws of Malta);
  - “Directive” means this Player Protection Directive 2018;
  - “Licensee” means a B2C licensee or a B2B licensee;
  - “Gambling history” includes total deposits, withdrawals, win/loss transactions and total net position, as of the 1st August 2018 or such earlier date as the licensee may wish to offer;

“Game engine” shall have the same meaning assigned to it in the Gaming Authorisations and Compliance Directive;

“Gaming vertical” shall have the same meaning assigned to it in the Gaming Authorisations and Compliance Directive;

“Illicit substances” shall be interpreted and construed in terms of the Dangerous Drugs Ordinance (Cap. 101 of the Laws of Malta) and the Medical and Kindred Professions Ordinance (Cap. 31 of the Laws of Malta), as may be amended and/or replaced from time to time;

“Means of distance communication” or “remote means” includes any means which may be used for the communication, transmission, conveyance and receipt of information (including information in the form of data, text, images, sound or speech) or for the conclusion of a contract between two or more persons;

“Organisations that aid persons with problem gambling issues” shall mean organisations that provide assistance and, or aid to persons experiencing issues relating to problem gambling which are accessible to the players of a B2C licensee;

“Remote gaming” and “remote gaming service” means any form of gaming by means of distance communications; and,

“Testing Lab” means an independent testing lab accredited within a Member State of the European Union or a Member State of the European Economic Area or any other jurisdiction or territory approved by the Authority or recognised by the Authority as having the required accreditation to issue a certificate, certifying compliance of the applicable games with any regulatory instrument which may be adopted by the Authority from time to time.

## **Part II – Disclosure Requirements**

4. B2C licensees offering their services online shall display the following information prominently on the homepage of their respective gaming websites, and such information shall be accessible from all webpages on the website:
  - (a) the B2C licensee details, which identify the licensee and ensure that the licensee can be contacted;
  - (b) a sign which indicates that underage gaming is not permissible;
  - (c) a ‘responsible gaming’ message which provides:
    - (i) information explaining that gaming can be harmful if it is not controlled;and,

(ii) information about the player support measures on the website;

Provided that this is without prejudice to any disclosure requirements laid down in other regulatory instruments and other applicable requirements.

5. (1) B2C licensees shall display such information as may be required by the Authority, including but not limited to, the fact that they are licensed by the Authority, in a manner which is readily visible to players:

(a) B2C licensees offering their gaming service online shall:

(i) display any identifier tool, which may include any dynamic seal or kite mark that the Authority may require to be incorporated in the homepage of all websites operated by the B2C licensee or which are operated for and on their behalf;

(ii) if they offer games which are regulated by the Authority and games which are not so regulated, display on the homepage of all websites on which both types of games are offered a clearly and readily visible and intelligible notice informing players which games are regulated by the Authority and which are not;

Provided that the Authority may prohibit B2C licensees from having a gaming activity not licensed by it if such gaming activity is not covered by any licence, or is covered by a licence which is not recognised at law, or by any other regulatory instrument.

(iii) Following the player registration process and in any case, before the player's first deposit, provide information about the responsible gaming tools and measures that are available to the player and clearly indicate where such responsible gaming tools and measures may be accessed.

Provided that the B2C licensee shall be deemed to have fulfilled its obligations in terms of this sub-paragraph, if the information about responsible gaming tools and measures that are available to the player is conveyed via pop-up message or any other way which effectively captures the player's attention.

(iv) If they are offering their gaming service via an application software, ensure that the interface of the application software prominently displays the requisite information in article 4 and article 5(1)(a)(i)-(iii) above.

(b) B2C licensees offering their gaming service by remote means other than online shall:

- (i) inform players as soon as reasonably practicable and in any case before their first deposit and, or wager, that they are licensed by the Authority;
    - (ii) when they offer games which are regulated by the Authority and games which are not so regulated, inform players as soon as reasonably practicable and in any case before their first deposit and, or wager, which games are regulated by the Authority and which are not; and
    - (iii) make readily available to players, upon request, the Authority's contact details.
  - (c) B2C licensees offering their gaming service in gaming premises shall:
    - (i) display their licence status at the entrance of the gaming premises; and
    - (ii) make readily available to players, upon request, the Authority's contact details.
- (2) B2B licensees shall:
- (a) display in a readily visible manner a statement that they are licensed by the Authority, together with the licence number and the activities for which they are licensed:
    - (i) on their website; and
    - (ii) in premises accessible to the public which are used to showcase to clients or potential clients the products or services which they supply in virtue of the licence issued by the Authority, as may be applicable in each case.
- Provided that, for the avoidance of doubt, this article is also applicable to licensees that are in possession of a recognition notice issued in terms of regulation 22 of the Gaming Authorisations Regulations and which have their premises located in Malta.
- (b) clearly distinguish between the products and, or services:
    - (i) which are licensed by the Authority;
    - (ii) which are in possession of a material supply certificate issued by the Authority; and
    - (iii) which are neither licensed nor in possession of a material supply certificate issued by the Authority.
- (3) B2C licensees offering their gaming service online shall have a link on their homepage and, or a webpage or application interface relating to a player's account or profile that

enables the player to refer to one or more organisations that aid persons with problem gambling issues.

- (4) B2C licensees offering their gaming service via gaming premises shall retain sufficient and up-to-date information and material relating to organisations that aid persons with problem gambling issues, and shall at all times leave such information and material accessible to the players.
- (5) Gaming premises operators shall also, at all times when the gaming premises are open for business, exhibit and maintain at or near the entrance to the premises a notice displaying the minimum age required for entry, and a message encouraging responsible gaming.
- (6) B2C licensees who market their services in one or more languages besides the English and, or Maltese language shall ensure that all the information required to be displayed by virtue of this Directive, is available in that, or those, foreign languages, as well as the English and, or Maltese language.
- (7) For the avoidance of doubt, any website operated by a B2C licensee, or on his or her behalf, and all the content on such website, shall, as a minimum, be available in the English and, or Maltese language.

### **Part III – Terms and Conditions**

6. (1) B2C licensees shall ensure that none of the terms on which they offer their gaming service, including those relating to any promotional schemes, are unfair in terms of the Consumer Affairs Act.
- (2) Terms and conditions shall be readily available and accessible to players at all times, including before registration, and shall be written in clear, legible and intelligible language. In the case of a gaming service offered by remote means, the terms and conditions shall be no more than one (1) click away from the homepage of the B2C licensee, or from the game or activity to which they refer. Operators of gaming premises and, or controlled gaming premises shall, at all times, display their terms and conditions, game rules, and other rules in a prominent location, and such information shall always be made available and accessible to players.
- (3) Players shall be notified of and required to expressly accept any material changes to the terms and conditions before they take effect, and before they are allowed to continue making use of the gaming service.

Provided that a change is material if it in any way alters the rights and, or obligations of the player, the powers of the B2C licensee, and the liability of the same, the player's chance of winning the game, or if it affects the structure of the game, or if it relates to the termination or discontinuation of a progressive jackpot in the game, and, or on the website, as applicable, on which the player was wagering funds, or if it relates to the player's personal data in any manner.

Provided further that players shall not be allowed to play unless they accept any material changes to the terms and conditions, but shall be allowed to withdraw their balance according to the terms and conditions they originally agreed to.

Provided further that the B2C licensee shall make it clear which specific parts of the terms and conditions are being added, removed, or changed when proposing such changes for acceptance by the player.

- (4) B2C licensees shall ensure that they do not have more than one (1) version of the general terms and conditions applicable to the provision of the gaming service licensed by the Authority at any point in time.

Provided that, where the B2C licensee operates multiple brands, the B2C licensee shall ensure that each brand shall only have one (1) version of the general terms and conditions applicable at any point in time. For the avoidance of doubt, the same terms and conditions provided in more than one (1) language do not constitute more than one (1) version.

Provided further that, if a player is inactive, and is hence not in a position to accept any material change to the terms and conditions, the processing of any inactivity fees charged to the account shall be effected in accordance with the terms and conditions to which the player last agreed to. For the avoidance of doubt, such a scenario shall not be considered to be one which constitutes the existence of more than one (1) version of the general terms and conditions applicable to the provision of the gaming service licensed by the Authority at any point in time.

- (5) Any material changes to the terms and conditions shall be notified to the Authority as soon as is reasonably practicable, and in any case within thirty (30) days from the date on which the change was first notified to the players in accordance with sub-article (3).
- (6) The terms and conditions shall include:
  - (a) The version number and the date last updated; and
  - (b) The registered name and address of the licensee, and a reference to the licence held with the Authority.
- (7) All terms and conditions shall always, at the very least, be provided in either the English and, or Maltese language, and in the case of conflict with any other versions, the version which is most beneficial to the player shall prevail.

7. (1) A B2C licensee shall make readily available to players the rules of the games which it is offering:
  - (a) B2C licensees offering their gaming service online shall ensure that the game rules are made readily available to the player. Licensees shall ensure that the game rules are to be displayed in full no more than one (1) click away from the webpage in which the game can be played. With respect to games which are played after being downloaded and installed on a compatible device, licensees shall ensure that the game rules shall be

made available to the player in any case prior to the player's first wager on the game;

Provided that, for the avoidance of doubt, this paragraph shall be equally applicable to mobile sites and to mobile device applications. In such cases, the webpage or application interface containing the game rules may be further categorised into separate sections within the same webpage or application interface, possibly requiring further clicks to expand the sections due to limitation of space, provided that this shall in no manner prejudice the accessibility and understandability of the game rules.

- (b) B2C licensees offering their gaming service by remote means other than online shall make the game rules readily available and shall inform the player how these may be accessed, in any case prior to the player's first wager; and
  - (c) B2C licensees offering their gaming service in gaming premises and, or controlled gaming premises shall make readily available to players the rules of the games which are offered in those premises.
- (2) The game rules shall be written in plain and intelligible language and shall include, inter alia, the various ways in which the player can win or lose and, without prejudice to Part VII of this Directive, the prize which the player is eligible to receive in case of a win in each case.
8. A B2C licensee shall make readily available and accessible to players at all times, information relating to any commission or any other fee held by the licensee or otherwise charged to the player. Such information shall be written in plain and intelligible language and shall include the amount of such commission or other fee, whether fixed or variable. The information shall be made available in the terms and conditions, and in the deposit and the withdrawal page.

#### **Part IV – Responsible Gaming**

9. (1) B2C licensees shall make readily available to players, means by which to help them determine whether they have a gambling problem or not.
- (2) Without prejudice to the requirements envisaged in the Gaming Premises Regulations, B2C licensees that operate a gaming premises and, or controlled gaming premises shall:
- (a) make readily available to players, leaflets or other information material and contact information regarding one or more organisations that aid persons with problem gambling issues. Such leaflets and, or notices shall also be placed in visible locations in the premises, on gaming devices and next to automatic teller machines, if any. The material information shall include information relating to responsible gaming, including a responsible gaming

message which shall include but not be limited to, the following information:

(i) that gaming can be harmful if not controlled; and

(ii) information about player support measures available to players.

(b) affix a sign on the façade of the premises indicating the minimum age required for participation in the gaming activity offered by the premises.

10. B2C licensees offering their gaming service online shall ensure that a link leading to a webpage and, or application interface that includes all the relevant responsible gaming information required by this Directive is permanently visible on the website and, or application by means of which the service is being offered, and such webpage and, or application interface shall be no more than one (1) click away from any webpage or application interface. The information shall be in a clear and intelligible format.

Provided that, where the responsible gaming information to which the preceding paragraph refers is structured in a menu or categorised within sections, the menu or sections shall be no more than one (1) click away from any webpage or application interface, and the contents of every menu or section item shall be accessible within one click.

11. (1) B2C licensees shall make readily available to players, at all times, a procedure whereby players may exclude themselves from playing for a definite or indefinite period of time. Throughout this period, B2C licensees shall have procedures designed to ensure that a player who has opted for a definite or indefinite self-exclusion period cannot gain access to their gaming services.

Provided that, players who request closure, or permanent closure, of an account shall be asked by the B2C licensee whether or not this is to be interpreted as a self-exclusion request. If it is the case, the provisions of this article are entirely applicable to that player's account.

- (2) B2C licensees offering their gaming service online shall ensure that the facility for players to exclude themselves from gaming shall be no more than one (1) click away from the responsible gaming information page referred to in the previous article. For the avoidance of doubt, this paragraph is equally applicable to gaming services offered on mobile sites and mobile device applications.

Provided that, where the responsible gaming information referred to in this article is structured in a menu or categorised within sections, the facility for players to exclude themselves shall be no further than one (1) click from the contents of the relevant section which is appropriately labelled.

- (3) B2C licensees offering their gaming service by remote means other than online shall ensure that the procedure by which players may exclude themselves from gaming is as



simple and secure as possible, as may be approved by the Authority, in light of the manner in which they offer their gaming service.

- (4) Any exclusion implemented in terms of this article shall be offered:
- (a) for all the games offered by the B2C licensee, and optionally, but not alternatively to the latter, for one (1) or more games or for one (1) or more gaming verticals; and
  - (b) across all the means by which the B2C licensee provides its services, and optionally, but not alternatively to the latter, across one (1) or more websites and, or one (1) or more remote means.

Provided that, in the absence of a unified self-exclusion database for remote gaming operations, where the B2C licensee operates multiple brands, if the brands require separate player registration, the B2C licensee may allow for self-exclusion to be limited to a player's activity on the brand on which the player has requested self-exclusion, and the above subarticles (a) and (b) shall be applicable to that individual brand.

Provided further that, in the event that a player has been excluded in light of sufficient reasons which indicate that the player may have a gambling problem, irrespective of whether the player has requested the self-exclusion himself or has been excluded by the B2C licensee in accordance with sub-article (5)(b), that player shall be excluded across all brands operated by the B2C licensee, irrespective of whether the brands require separate player registration.

Provided further that, where, in accordance with the Gaming Authorisations and Compliance Directive, the B2C licensee allows players to hold more than one (1) account on a single brand, or across two (2) or more brands where the brands do not require separate player registration, if the player requests self-exclusion, the self-exclusion shall prevail across all accounts.

Provided further that, for the avoidance of doubt, this sub-article is not applicable to gaming premises and controlled gaming premises, meaning that players who have self-excluded shall not be allowed to enter the premises.

- (5) An exclusion shall only be implemented in terms of this article:
- (a) upon the request of the player, for example by contacting customer support, or by means of an automated process using remote communication; or
  - (b) by the B2C licensee if there are sufficient reasons to indicate that the player may have a gambling problem.

Provided that in the instance that the player is excluded in terms of sub-article (5)(b), the B2C licensee shall provide information to the player regarding organisations that aid persons with problem gambling issues.

- (6) Any exclusion implemented in terms of this article may only be removed:
- (a) upon request of the relevant player; or,
  - (b) upon expiry of the set duration.

Provided that, without prejudice to sub-article (10), a request made in terms of subarticle (6)(a) may only be accepted by the B2C licensee upon the player providing an explanation further to the circumstances that led to such a request being made. The B2C licensee has discretion, taking into account its own policies and procedures, and the explanation provided by the player, to either accept or reject such a request, and the B2C licensee shall inform the player of such decision in writing as soon as is reasonably possible and in no case later than seven (7) days from the date on which the request is made.

Provided further that in the eventuality that such a request is accepted by the B2C licensee, the latter shall remind the player of the responsible gaming tools and measures that are available to the player.

- (7) The duration of an exclusion implemented in terms of this article may only be decreased upon a request being made by the relevant player.

Provided that, without prejudice to sub-article (10), a request made in terms of this sub-article may only be accepted by the B2C licensee upon the player providing an explanation further to the circumstances that led to such a request being made. The B2C licensee has discretion, taking into account its own policies and procedures, and the explanation provided by the player, to either accept or reject such a request, and the B2C licensee shall inform the player of such decision in writing as soon as is reasonably possible and in no case later than seven (7) days from the date on which the request is made.

Provided further that in the eventuality that such a request is accepted by the B2C licensee, the latter shall remind the player of the responsible gaming tools and measures that are available to the player.

Provided further that nothing in this part of the Directive shall be construed as precluding the B2C licensee from having responsible gaming policies and procedures which prohibit the removal or decrease of a self-exclusion period.

- (8) B2C licensees shall make the option of increasing any definite period of self-exclusion readily available to players.
- (9) A notice by the player increasing the period of self-exclusion shall be effective immediately upon its receipt by the B2C licensee.

- (10) Any request made by the player to decrease or revoke a definite period of self-exclusion shall be effective only after the lapse of not less than twenty-four (24) hours from the day on which the B2C licensee accedes to such a request, and a request made by the player to decrease or revoke an indefinite period of self-exclusion shall be effective only after the lapse of not less than seven (7) days from the day on which the B2C licensee accedes to such a request.
- (11) No licensee may attempt to induce a player who has requested self-exclusion to continue making use of its gaming service.
- (12) The self-exclusion procedure shall be simple and a request for self-exclusion shall be rendered effective by the B2C licensee forthwith.

Provided that the B2C licensee may include one (1) additional step that requires players to confirm that they wish to self-exclude themselves.

- (13) Gaming premises operators and controlled gaming premises operators shall offer the possibility of self-exclusion in such manner as is envisaged in the Gaming Premises Regulations.

For the avoidance of doubt, notwithstanding any other provision of this article, a period of exclusion from playing in a gaming premises or a controlled gaming premises shall not be decreased or revoked before the expiry of the set duration.

12. (1) B2C licensees shall ensure that individuals not previously registered as players, but who have contacted the B2C licensee requesting to be excluded from any future gaming activity, are not allowed to make use of the B2C licensee's gaming service, unless and until the B2C licensee has received a notice in written or electronic format from the same individual asking for their previous request to be ignored.

Provided that, where the B2C licensee operates multiple brands which require separate player registration, the B2C licensee shall ask the individual whether the request to be excluded from any future gaming activity is to be extended to all of the B2C licensee's brands. For the avoidance of doubt, in the absence of separate player registration, the exclusion from any future gaming activity shall be extended to all of the B2C licensee's brands.

- (2) If notwithstanding the B2C licensee's best efforts to prevent future exclusion, the excluded individual deliberately attempts to circumvent the B2C licensee's measures to prevent registration by changing the details that were previously provided to the B2C licensee, the Authority shall take this factor into consideration in any investigation that may be carried out as a result of this.

13. B2C licensees shall retain the records relating to a player's self-exclusion at least for the duration of the self-exclusion agreement, and thereafter, for as long as is necessary to allow the B2C licensee to maintain a complete responsible gaming profile on the player.

- 13A. (1) Any exclusion implemented in terms of the provisions of this Directive shall not preclude players from withdrawing their funds;

Provided that the process available to the player to withdraw any remaining funds during the period of self-exclusion must be clearly delineated in the terms and conditions of the B2C licensee.

- (2) B2C licensees which have procedures in place to remit player funds automatically upon a player's exclusion, without the need for the players to actively make a request for the withdrawal of their funds, shall be deemed to fulfil their obligations in terms of sub-article (1).
- 13B. B2C licensees who offer players an alternative version to any games which they are authorised to provide, but with the exclusion of a stake and, or a prize, shall ensure that any such alternative version shall retain the same technical conditions and be otherwise identical to any corresponding authorised games.
- 13C. All B2C licensees which offer a gaming service that utilises in-game digital currency must ensure that there is in-game value reinforcement, by making the real monetary value of the in-game currency clear at all stages. For the avoidance of doubt, the real monetary value of the in-game currency must be made clear, as a minimum, on every deposit by the player, in every game history report provided to the player and in every statistic which is requested from the B2C licensee by the player.

#### **Part V – Limits**

14. (1) B2C licensees shall offer players the possibility to set the following limits:
  - (a) Deposit limits that allow the player to limit the amount of money or money's worth that the player can deposit for a period of time; and, or
  - (b) Wagering limits that allow the player to limit the amount of money or money's worth that the player can wager for a period of time;

Provided that for the purpose of calculating the amount wagered when a wagering limit is implemented, bonuses and other player incentives need not be taken into account.

Provided further that, for the sake of clarity, nothing in this article shall preclude the B2C licensee from offering the player the possibility to set both limits delineated above.

- (2) In addition to the limits referred to in sub-article (1), B2C licensees may, where they deem this to be more conducive to the implementation of effective responsible gaming policies and procedures, also offer players the possibility to set additional limits, which may include:
  - (a) Loss limits that allow the player to limit the amount of money or money's worth that can be lost for a period of time; and, or

- (b) Time or session limits, by means of which, the amount of time which a player spends playing is limited.
- (3) Following the player registration process and in any case, before the player's first deposit, B2C licensees offering their gaming service online shall ask players whether they would like to set the limits referred to in sub-article (1). B2C licensees shall ensure that the option to set limits remains available and easily accessible for the player to avail of at any time after registration, and shall immediately assist, by such means as may be available to them, players who express the desire of setting such limits.

Provided that nothing in this Directive shall preclude the B2C licensee from imposing any limit on a player, if this is considered by the B2C licensee to be conducive to the effective implementation of its responsible gaming policies and procedures.

- (4) B2C licensees offering their gaming service by remote means other than online shall ask players whether they would like to set the limits referred to in sub-article (1) upon registration. They shall also make such facility readily available to players upon request.
- (5) Any limit implemented in terms of this article shall be offered:
  - (a) for all the games offered by the B2C licensee, and additionally, the licensee may also offer limits for one (1) or more games or for one (1) or more gaming verticals; and
  - (b) across all the means by which the B2C licensee provides its services, or across one (1) or more websites and, or one (1) or more remote means, insofar as possible.

Provided that, where the B2C licensee operates multiple brands, if the brands require separate player registration, the B2C licensee may allow for limits to be applicable solely to a player's activity on the brand on which the player has requested the implementation of the said limits, and the limits referred to in sub-article (1) shall be applicable to that individual brand.

Provided further that, in accordance with the Gaming Authorisations and Compliance Directive, where the B2C licensee allows players to hold more than one (1) account on a single brand, or across two (2) or more brands where the brands do not require separate player registration, any limit set by the player shall prevail across all accounts.

- (6) Any limit implemented in terms of this article shall only be removed upon request of the relevant player or upon expiry of the set duration and shall only be made less stringent upon request of the relevant player.
- (7) A notice by the player making more stringent a limit applicable to such player or increasing the duration thereof shall be effective immediately upon its receipt by the B2C licensee.

- (8) A notice by the player making less stringent or removing any limit implemented in terms of this article shall be effective only after the lapse of twenty-four (24) hours from the day on which the B2C licensee receives the notice.

15. Part V of this Directive shall not be applicable to gaming premises, and controlled gaming premises.

### **Part VI – Player Activity and Support**

16. (1) B2C licensees shall have and implement effective policies and procedures to promote responsible gaming.
- (2) B2C licensees are required to maintain evidence that the relevant policies and procedures were followed and present such evidence to the Authority upon request.

For the avoidance of doubt, B2C licensees shall keep a record of any internal responsible gaming investigation carried out on a player, any decisions taken on the basis of the B2C licensee's responsible gaming policies and procedures, and player interactions in accordance with article 19.

17. (1) B2C licensees shall employ effective measures and processes to detect and identify problem gambling, and actions and, or behaviour which is indicative that a player is at risk of developing gambling problems, using analytical tools and, or behaviour monitoring systems with pre-designed and, or evolving parameters, and customer facing and, or responsible gaming staff.
- (2) Once identified in accordance with sub-article (1), the B2C licensee is required to take effective steps to address problem gambling and, or prevent players from developing gambling problems.

- 17A. (1) The criteria taken into consideration by the licensee to meet its obligations in terms of article 17(1) shall be documented and reflected in the policies and procedures of the B2C licensee, and such criteria shall, at a minimum, include:

- (a) the amount and frequency of deposits and, or wagers;
- (b) the use of multiple payment methods;
- (c) the reversal of withdrawals pending the processing thereof;
- (d) communication-based indicators such as increased player complaints and bonus requests; and
- (e) use of responsible gaming tools.

- (2) In order for the licensee to meet its obligations in terms of article 17(2), the B2C licensees shall also have policies and procedures governing the actions that must be taken by the B2C licensee with respect to problem gamblers and players who are at risk of developing

a gambling problem, and such policies and procedures shall, at a minimum, address the following:

- (a) the identification of a player's actions or behaviour that would trigger intervention by the staff responsible for initiating player interaction;
- (b) the identification of a player's actions or behaviour that would result in the B2C licensee informing the player of the responsible gaming tools that can be used by the player;
- (c) the identification of a player's actions or behaviour that would result in the B2C licensee imposing limits on the player in terms of Part V of this Directive; and
- (d) the identification of a player's actions or behaviour that would result in the B2C licensee excluding the player in accordance with article 11(5)(b).

18. (1) B2C licensees shall ensure that employees who are responsible for dealing with responsible gaming-related matters, and for player interaction in general, are properly and routinely trained in the relevant responsible gaming procedures.
- (2) The employees mentioned in sub-article (1) shall, inter alia, be trained to look out for players demonstrating signs of agitation, distress, intimidation, aggression, and, or any other behaviour which may be the result of a gambling problem.
- (3) The licensee shall keep a record of the employees, or the department of employees, who are responsible for initiating player interaction, and who are required to complete the training in terms of sub-article (1), the type of training to be undertaken and the frequency at which such training shall be undertaken.

Provided that, the B2C licensee shall keep a record of the training and testing undertaken in accordance with sub-article (1) and present it to the Authority upon request.

- 18A. (1) B2C licensees that offer their gaming service by remote means shall, with respect to repetitive games of chance played against the house, the outcome of which is determined by a random generator, offer players the ability to set an alert at certain intervals of time by means of a pop-up message.

Provided that in any such case, the B2C licensee may offer the player the choice to exclude any amount of time during which the games were placed on 'auto play' or 'auto spin', and therefore did not require the player's attention, from the time taken into account in determining when the alert should be made to the player. Any such exclusion shall be actively opted into by the player, and shall not be the default option.

- (2) The alert made in terms of sub-article (1) shall suspend play, remind players to stay in control of their gambling, make readily available to the players statistics of the amount of time which the player has spent playing, the amount of money or money's worth

wagered by the player and the player's winnings and losses during the relevant gaming session to which the alert refers.

- (3) The pop-up alert referred to in sub-article (1) shall require the player to confirm that the message has been read and shall give an option to the player to end the session or continue playing.
- (4) The B2C licensees offering their gaming service online shall make the following information readily available and easily accessible to the player to whom it pertains:
  - (a) the balance on the player's account, and the relevant currency, both of which shall also be visible at all times;

Provided that where the game is displayed on a screen, the B2C licensee shall cause to be visible on the screen, at all times during a game, a live counter which automatically updates and shows the player's account balance in real time.

- (b) the ability to access the player's gambling history of the immediately preceding six (6) months, including but not limited to, data relating to the player's total wins and losses, amounts of money deposited, and amounts withdrawn.

Provided that all amounts displayed relating to wagers and winnings shall be quoted with the symbol of currency that the player is playing with.

Provided further that the entire player's gambling history shall be accessible to the player upon request.

- (c) the player support function concerning responsible gaming via online forms or personal contact, including but not limited to, live chat or telephone; and
- (d) helplines or means to contact organisations that aid persons with problem gambling issues.

Provided that B2C licensees offering their gaming service by remote means other than online shall ensure that the players may avail themselves of the above information at any time, including by informing players upon registration that they can refer them to an organisation which aids persons who have gambling problems, should the players feel such need.

- (5) Without prejudice to anything contained in this Part, full screen games shall not be offered to players unless a real time clock is displayed on the screen at all times and players are given the facility to exit the game.
- (6) B2C licensees shall keep a readily available copy of the player's gambling history.



19. B2C licensees shall retain a record of all player interactions, which shall consist of a clear and detailed audit trail that shall be made available to the Authority upon request;

Provided that the records shall be kept for at least two (2) calendar years from the date of the last interaction, without prejudice to any requirements under AML legislation.

20. All policies and procedures are to be implemented with due regard to the licensees' duties to the health and safety of their employees.

### **Part VII – Return to Player**

21. (1) Operators of gaming premises and controlled gaming premises shall ensure that gaming devices housing games using repetitively generated random selection for determining winning combinations to players, in accordance with the way in which the games offered thereby are designed, pay out on average a prize amounting to eighty-five per centum (85%) or more of the money or money's worth wagered, or any such higher percentage as may be stipulated through a condition of the licence.

- (2) A controlled gaming premises operator shall, at all times, ensure that any gaming device therein:

(a) restricts the maximum amount which can be committed by a player for a single wager provided through the relevant gaming device, whether or not it is linked to other gaming devices, to a maximum of five euro (€5.00).

(b) as a result of, or in connection with, the use by any person of a gaming device, does not offer, for each wager, a prize, reward or other benefit of a monetary value or capable of being converted into a prize, reward or other benefit of monetary value, which is in excess of two thousand euro (€2,000.00):

Provided that, for games using repetitively generated random selection for determining winning combinations to players in the case of a progressive or mystery jackpot, such maximum prize, reward or other benefit of a monetary value shall not exceed four thousand euro (€4,000.00).

22. (1) A B2C licensee offering games online which use repetitively generated random selection for determining winning combinations to players, in accordance with the way in which the games offered thereby are designed, shall pay out on average a prize amounting to eightyfive per centum (85%) or more of the money or money's worth wagered, or any such higher percentage as may be stipulated through a condition of the licence.

- (2) The Authority may, in determining whether a licensee is compliant with the average percentage return to the players as prizes:

(a) in the case where a licensee offers a number of games which can be classified into categories by virtue of their similarity or use of the same

random number or symbol generator and game engine take an average across a category of such games offered by the licensee, provided that the classification of a number of games into a category for the purposes of this section shall be subject to the Authority's approval; and

- (b) determine the particular period of time or a particular number of actual or simulated plays through which to calculate the average percentage returned to the players as prizes, provided that unless specified otherwise by the Authority, a period of one calendar year shall be used to determine the average percentage returned to the players as prizes.

- (3) A B2C licensee shall ensure that its systems monitor the average percentage returned to the players as prizes for these games.

Provided that B2C licensees whose games are hosted and managed by an approved B2B licensee, may have this obligation fulfilled by the said B2B licensee.

- (4) The Authority may exempt a game from the above requirements when the Authority is reasonably satisfied from the submissions made by the licensee that, because of the nature of the game, such as a game that includes player interaction, adhering to such a requirement would not be a logical pursuit of the regulatory objectives.

- 23. The Authority may require a licensee or an applicant for a licence to submit a certificate issued by a testing lab certifying compliance with this Directive, and to any standards adopted, issued or approved by the Authority.

Provided that the Authority may, for the purposes of the preceding paragraph, accept certificates issued according to any other standards adopted, issued or approved by a Member State of the European Union or a Member State of the European Economic Area or any other jurisdiction or territory approved by the Authority.

Provided further that certification for games submitted by a B2B licensee shall not be required to be re-submitted by any B2C licensee obtaining such games from the B2B licensee.

Provided further that the Authority may exempt a game from the requirement to certify solely when the Authority is reasonably satisfied from the submissions made by the licensee that, because of the nature of the game, such a certificate is unattainable.

- 24. The Authority may, for the purposes of ensuring compliance with this section and any other regulatory instrument:

- (a) perform any audit, check, inspection or monitoring necessary on the licensee;
- (b) request a report from the licensee of the average percentage returned to the players as prizes over a particular period of time and, or a particular number of plays as may be specified by the Authority; and, or

- (c) request any other information and, or conduct any test as may be required.

25. The Authority shall be empowered to require any licensee to withdraw the offering of any game to any player and, or any other licensee if such a game is not in compliance with this Directive or any other regulatory instrument.

### **Part VIII – Protection of Minors and Vulnerable Persons**

26. (1) B2C licensees shall have and put into effect policies and procedures to prevent minors from making use of their gaming service and, or from holding a player account.
- (2) Without prejudice to the generality of the foregoing and any other requirements in any other law or any other regulatory instrument, such policies and procedures shall include requiring players to affirm that they are of legal age before making use of a gaming service, in terms of the requirements established in the Gaming Authorisations and Compliance Directive.
- (3) Where a minor, notwithstanding the checks put in place by the B2C licensee, manages to make use of the gaming service, the B2C licensee, as soon as it becomes aware that such player is a minor, shall take all necessary steps to prevent such minor from making further use of its gaming service and to return the minor to the state in which the minor was prior to playing, returning any monies wagered and confiscating all winnings, if any.
- 26A. B2C licensees shall ensure that any reference to imagery depicting illicit substances shall not feature in the games offered by, or in any part of the website design of, the B2C licensee.
27. Licensees shall not offer credit services to any player.  
Provided that licensees shall neither participate in, arrange, permit or knowingly facilitate the giving of credit in connection with gaming.

### **Part IX – Protection of Player Funds**

28. All licensees are to report on the player funds in accordance with the provisions within the Authorisations and Compliance Directive.
29. (1) A licensee shall, at the request of the player in whose name a player's account is established, remit the funds standing to the credit of the account to the player by no later than five (5) working days, if practicable, after receipt of the request.
- (2) In remitting funds to the player, the licensee shall, where possible, remit the funds directly into the account where the funds originated from.
- Provided that where this is not possible, the licensee shall remit the funds back to the player in line with the requirements under AML legislation.

- (3) The licensee may, before remitting funds to the player in accordance with sub-article (1) above, take such time as is reasonably necessary for the purpose of:
- (a) verifying the player's identity;
  - (b) conducting security and other internal procedures;
  - (c) ensuring that the rules relating to the game, and the award of the prizes have been complied with by the player; and
  - (d) performing such other customer due diligence measures required in terms of AML legislation, or any other applicable regulatory instrument.

30. (1) In such case that the application of article 29(1) is deemed non-practicable, the B2C licensee shall abide by the following requirements:

- (a) B2C licensees shall not impose unreasonable withdrawal restrictions, when taking into consideration the amount of the withdrawal and the total time it is going to take a player to withdraw the totality of the funds he delineated within the withdrawal requests.

Provided that, for the purpose of determining whether a withdrawal restriction is unreasonable, the Authority shall consider the amount stipulated within the withdrawal request, in relation to the time which will be taken in order for the player to successfully withdraw all the funds he delineated in the request, and to the monetary withdrawal limit imposed on the player.

Provided further that, the amount of money in the player's account constituting money which the player themselves has deposited, may never be subject to a withdrawal restriction, unless otherwise required in terms of subarticle (2) below.

Provided further that, a withdrawal limit imposed on the player by the B2C licensee may never be less than two hundred and fifty Euro (€250) monthly.

- (b) Money for which a withdrawal request has been made, shall not be wagered in so far as the request has not yet been fulfilled. Furthermore, money for which a withdrawal request has been made, and which has not yet been paid out due to any withdrawal restriction imposed on the player by the B2C licensee, shall be paid out to the player automatically and shall not require further withdrawal requests.

Provided that, the B2C licensee may only offer players a lump sum, the value of which is lower than that of being paid in instalments, when such a mechanism was clearly communicated to, and accepted by, the player before he started playing the game.

- (c) B2C licensees shall not attempt to encourage players, in any manner, to cancel a withdrawal request, once this has been made by a player. Any

withdrawal restrictions shall be specified in the terms and conditions in clear, intelligible language, and shall include details of the manner in which the restriction is to work.

- (d) Furthermore, any and all withdrawal restrictions shall be detailed on any webpage, or in any application instance made available to the player to deposit, and to withdraw funds.
- (2) Notwithstanding anything contained in sub-article (1), an operator may delay, and, or block processing the withdrawal, as may be necessary in order to perform measures necessary in terms of AML legislation, and for the prevention of fraud and other criminal activity.
- (3) Without prejudice to anything contained within this Directive, a licensee shall not deal with the amount standing to the credit of a player's account, except:
- (a) to debit to the account a wager made by the player or an amount the player indicates he wants to wager in the course of a game the player is playing or about to play;
  - (b) to remit funds standing to the credit of the account to the player, at the player's request;
  - (c) to pay reasonable payment charges, or other charges as may be specified in the terms and conditions and in the deposit and withdrawal page, as required in terms of this Directive;
  - (d) to confiscate winnings or charge penalties only in the situations identified within the terms and conditions, and which are in line with the provisions of this Directive and any other regulatory instrument;

Provided that, any such confiscation of winnings or penalties shall be proportionate and reasonable, keeping in mind the provisions within general law of unjust enrichment and unfair commercial terms, and any such provisions within the terms and conditions that are deemed by the Authority not to be compliant with the provisions of this article may be deemed ipso jure, by operation of the Consumer Affairs Act and this Directive, null and void.

- (e) as otherwise authorised by this Directive and any other applicable regulatory instrument.

31. (1) Player funds may be held in a licensed credit, financial and, or payment institution:

Provided that the setup of any credit, financial and, or payment institution shall be presented to the Authority and is subject to the Authority's approval;

Provided further that the Authority reserves the right, on the basis of a risk-based approach, to impose on the B2C licensee any additional requirements in the form of

financial safeguards in order to achieve increased protection of the player funds. Such safeguards include, but are not limited to trusts, bank guarantees and reserve accounts.

- (2) All player funds account balances shall be such as to allow licensees to withdraw the funds from the account, and the funds need to be withdrawable at any time upon request to the institution or institutions within which the funds are held.

Provided that, if the Authority is satisfied that the player funds may be equally protected when held in any other account types, such setup may be approved by the Authority on the basis of a risk-based approach.

- (3) The licensee shall instruct and authorise the licensed credit, financial and, or payment institution with which a player funds account is held, to disclose any information as may be requested by the Authority in respect of a player funds account.

32. (1) A licensee may present one or more accounts within which player funds are held. It is not necessary that all player funds are held within one account.

- (2) All player funds accounts are subject to equal regulatory review by the Authority.

- (3) All player funds accounts shall provide access to funds sufficient to cover a licensee's liabilities towards players.

33. (1) Player funds may be held within credit, financial and, or payment institutions licensed in Malta, or licensed outside Malta but within the EU/EEA or other approved jurisdictions;

Provided that it is the responsibility of the licensee to ensure that the Authority remains in a position to exercise viewing rights over the common account of player funds.

- (2) Player funds in transit may be cleared by institutions located in Malta, or institutions located within the EU/EEA or other approved jurisdictions:

Provided that it is the responsibility of the licensee to ensure that the Authority remains in a position to exercise viewing rights over the funds in transit.

Provided further that the Authority may request the licensee to provide the Authority with:

- (a) Evidence that the licensee has provided the aforementioned credit, financial and, or payment institution with an authorisation to release all information to the Authority, upon request; and

- (b) A declaration from the aforementioned credit, financial and, or payment institution that it will provide any information requested to the Authority, upon request and without any undue delay.

34. A licensee in possession of an additional licence for gaming services acquired from another jurisdiction, may, if the arrangement is approved by the Authority, hold player funds in the same player funds account in which the licensee holds funds pertaining to players from the said jurisdiction;

Provided that:

- (a) the licensee is able to demonstrate to the Authority that there are sufficient funds to meet the liabilities towards players acquired under the licence provided by the Authority;
  - (b) the licensee is able to produce information relating to the activities to which the other funds relate, and produces all the information requested by the Authority;
  - (c) it remains the responsibility of the licensee to ensure that the Authority remains in a position to exercise viewing rights over the common account of players funds; and
  - (d) the Authority is satisfied that the licensee is in a position to cover all liabilities pertaining to gaming activity under the Authority's licence, as well as gaming activity under any such other jurisdiction.
35. (1) For the avoidance of doubt, fees and any other charges deducted from a player's account, so long as such fees or charges are in line with the B2C licensee's approved terms and conditions, and are fair and clear to the consumer, shall not be considered to amount to players' funds once these have been deducted.
- (2) A B2C licensee shall endeavour to make it clear to its registered players that any deducted fees or charges are no longer part of their funds.
36. B2C licensees who offer players the possibility of using a single wallet across both remote and offline products shall ensure that any statements provided to the players meet the overall requirements for disclosure to players, and that the statements are accurate for the funds held in relation to both the remote and land-based activity.
37. For the avoidance of doubt, the Act and the regulations made thereunder establish funds as being the separate and distinct patrimony of the players, and are not funds belonging to the licensee. In this respect, the licensee is required to ensure that the credit, financial, or payment institution holding player funds understands that the creditors of a licensee have no claim or right of action on or against the player funds, and furthermore, the licensee is required to ensure that the credit, financial, or payment institution holding player funds is aware that the Authority is legally empowered to directly request information and the bank statements relating to accounts holding player funds, from the aforementioned credit, financial or payment institutions.
- Provided that the Authority may request the licensee to provide a letter from the credit, financial, or payment institution confirming the above.
38. The player funds account balance, including funds in transit or in the process of being cleared, shall at any time be at least equal to the aggregate of the amount standing to the credit of players' accounts held by the licensee:

Provided that the player funds account balance constitutes at least ninety per cent (90%) of the funds required by the licensee to cover player funds, with the remaining balance covered by funds in transit.

Provided further that if these funds fall below the aggregate total of the amount standing to the credit of players, the licensee shall make good the shortfall from the licensee's own funds, forthwith.

### **Part X – Complaints and Disputes**

39. (1) B2C licensees shall maintain a player support function with sufficient resources to efficiently, competently and effectively interact with players, which for B2C licensees offering games via remote means, shall include at minimum, electronic mail and telephone as channels, whilst B2C licensees operating gaming premises shall, in addition to the above channels, also maintain a designated person within the premises.
- (2) B2C licensees shall put into effect a written procedure for handling player complaints and disputes, and this procedure shall be made readily available to the players, and included within the general terms and conditions.
- (3) B2C licensees shall offer players the possibility of referring any dispute to a registered ADR entity if the same player feels that the dispute was not resolved to their satisfaction. The B2C licensee shall ensure that the procedure required by virtue of sub-article (2) above, includes the details of the ADR entity or entities to whom disputes can normally be referred and, where necessary, details of any limitation on the nature and subject matter of disputes with which a particular ADR entity deals;

Provided that it is permissible for B2C licensees to have arrangements with more than one ADR entity and for players to be directed to different ADR entities depending on the nature and subject matter of the dispute.

Provided further that players shall first exhaust the B2C licensee's complaint procedure and such requirement shall be duly reflected in the B2C licensee's terms and conditions.

Provided further that B2C licensees shall maintain a record of all complaints that are not resolved at the first stage of the complaints procedure.

- (4) The procedure before an ADR entity does not restrict the player's right to bring proceedings against the B2C licensee in any court of competent jurisdiction.
- (5) B2C licensees shall inform the Authority of the decisions of the ADR entity to which the dispute has been referred, in such format and within such timeframe as the Authority may from time to time specify.



## Part XI – Transitory

40. (1) The requirements laid down in the following provisions shall be implemented by licensees by not later than 31 March 2019: article 6(3), article 11(2), article 16(2), article 16(3), article 17(1), article 30(1)(b):

Provided that, each licensee shall notify the Authority of the intended time frame and method for implementation at the earliest and not later than 30 September 2018.

- (2) In relation to the obligations envisaged in article 6(2), licensees shall ensure that in the case of a gaming service offered by remote means, the terms and conditions shall be no more than one click away from the homepage of the B2C licensee, or from the game or activity to which they refer by not later than 31 March 2019.
- (3) Licensees shall comply with the obligations envisaged in articles 6(6) and 6(7) at the earliest and in no case later than 30 September 2018.
- (4) Sub-articles (1), (2) and (3) shall be applicable to the Player Protection Directive (V1 – August 2018).
- (5) Licensees shall comply with the obligations envisaged in article 5(1)(a)(iv), the proviso to 11(5)(b), the provisos to article 11(6), the provisos to article 11(7), the proviso to article 13A, article 13C, article 16(2), article 17A, article 18(3), article 18A(2) and article 26A of the Player Protection Directive (V3 – January 2023) at the earliest and in no case later than twelve (12) months from 12 January 2023.
- (6) The Player Protection Directive (V2 – May 2021), may be referred to in Schedule 1 of this Directive.

### Schedule 1



Directive 2 of 2018

Player Protection Directive v2