

# System Documentation Checklist

Name of Applicant Submitting this form

Date

DD MM YY

Type

Game provider

- Please complete in electronic format, or in block capitals and in blue ink and return this completed form to the Malta Gaming Authority (the 'Authority').
- This form must be submitted for each new application.
- All documents must be in English. Documents provided in other languages must have a signed English translation attached thereto and certified that it is a true copy and translation of any original submitted. The translation needs to be dated, signed and certified by an independent person of proven competence confirming a faithful translation of the original.
- Use N/A in response to any question which is not applicable.
- If there is not enough space on this form for any particular answer kindly attach a sheet hereto. The section number shall be written at the top of the sheet and the person legally authorised to represent the operator shall sign such additional sheet or sheets.
- The Authority reserves the right to request additional information. Failure to provide any information when requested by the Authority may result in the application being delayed or determined based on the information available to the Authority at the time which may affect the outcome of the application.
- If there are any changes in the information provided in this Form, it is the Applicant's responsibility to advise the Authority immediately. Failure to do so could result in suspension or revocation of the relevant licence.
- Any misrepresentation in completing this form may render the attached Declaration Form void. If any enclosures are not submitted, rationale for non-submission needs to be provided.
- All Agreements attached shall be certified true copies.

	Reference	Notes
<b>1 Portal Application Forms for a Gaming Licence</b>		
- Entity Declaration Sections (one per holding company)		
- Financial Management Sections		
- Outsourcing of Critical, Material Supplies and Key Functions Section		
- Personal Declaration Forms (One per Director / Key Person / UBO)		
- Politically Exposed Persons Declaration Section		
- Gaming Information Form		
- Domains Information Form		
- Games Approval Form		
- Share Structure Diagram		
<b>2 Operations</b>		
<b>2.1 Business Plan</b>		
- Applicant's and Management team's gaming experience		

-	Management of the Gaming Operations		
-	Overview of Market Locations		
-	Overview of Games		
-	Marketing Plan		
-	Details of Technical Set-Up		
-	Financial Projections		
<b>2.2</b>	<b>Statutory Documentation</b>		
-	The company's main objects included in the memorandum & articles of association shall be the operation of remote gaming.		
-	The paid-up issued share capital stated in the memorandum & articles of association shall be a minimum of €100,000 for a B2C Type 1 and Type 2 Licence, and a minimum of € 40,000 for a B2C Type 3, B2C Type 4 and B2B Licence, capped at €240,000.		
<b>2.3</b>	<b>Funds Management</b>		
-	Name of Commercial Bankers		
-	Operating Account Numbers		
-	Players' Account Number		
<b>2.4</b>	<b>Declaration from a Credit, Financial and, or Payment Institution licenced within the EU/EEA (or other approved jurisdictions) with respect to Player Funds Accounts, confirming that:</b>		

- The Institution is aware that the account shall be used to hold player funds.

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- The Institution shall disclose any information as may be requested by the Authority in respect of a Player Funds Account.

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**3 Company Policies**

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**3.1 Information Security Policy**

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- The objectives of the Information Security Policy shall include the integrity, confidentiality and availability of the information.

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- The Information Security Policy shall address the safeguarding of data, in line with the objectives of the policy.

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- The Information Security Policy shall address the back-end automatic log-off after a period of inactivity in line with the objectives of the policy.

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- The Information Security Policy shall contain provisions with respect to portable computers and media.

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- The Information Security Policy shall contain provisions for the disposal of media and equipment.

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- The Information Security Policy shall address the safeguarding of applications.

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- The Information Security Policy shall address the safeguarding of equipment.

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- The Information Security Policy shall address the safeguarding of networks and the threat of intrusion.

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- The Information Security Policy shall address the threat of viruses, in line with the objectives of the policy.

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- The Information Security Policy shall contain a data classification system, categorising data and the respective measures according to its importance.

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- The Information Security Policy shall address the communication protocol during player activity in line with the objectives of the policy.

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- The Information Security Policy shall address the storage of player passwords and player payment information in line with the objectives of the policy.

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**3.2 Incident Response Policy**

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- The Incident Response Policy shall include a categorisation of incidents.

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- The Incident Response Policy shall cater for an incident response team and its responsibilities.

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- The Incident Response Policy shall cover the reporting by the Key Person responsible through the respective forms of any incidents to the Authority in no case later than 72 hours following the incident.

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**3.3 User Management Policy**

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- The User Management Policy shall include provisions with respect to robust password management.

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- The User Management Policy shall include provisions with respect to employment/ termination.

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**3.4 Outsourcing Policy**

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- The Outsourcing Policy shall stipulate the frequency with which the policy shall be reviewed.

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- The Outsourcing Policy shall include the requirement to carry out a risk assessment of the outsourced function and the potential effects that outsourcing may have on such function.

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-	The Outsourcing Policy shall clearly stipulate the identity of the person/s within the authorised person with overall oversight of each outsourced service.		
-	The Outsourcing Policy shall identify the fit and proper procedures to be applied to the outsourcing service provider.		
-	The Outsourcing Policy shall ensure that the outsourcing service provider’s financial stability and major changes in the ownership structure are adequately monitored by the authorised person.		
-	The Outsourcing Policy shall stipulate the standard clauses which are to be included in all outsourcing service agreements.		
-	The Outsourcing Policy shall specify the type of monitoring that will be carried out by the person appointed by the authorised person to oversee the outsourcing function, as well as its frequency.		
-	The authorised person shall ensure that its business continuity policy is updated to cater for major changes affecting the outsourcing service provider.		
<b>3.5</b>	<b>Advertising Policy</b>		
<b>4</b>	<b>Company Procedures</b>		
<b>4.1</b>	<b>Human Resources Roles &amp; Responsibilities</b>		
-	The Human Resources Roles & Responsibilities document shall contain an organisational chart, showing both in-house and outsourced roles, as well as any links to Material Certificate Holders / Critical Supply Licensees / Authorised Persons.		
-	The Human Resources Roles & Responsibilities document shall include detailed roles and responsibilities information:		
	<ul style="list-style-type: none"> <li>The Human Resources Roles &amp; Responsibilities document shall list all the Key Persons responsible to carry out the Key Functions, in line with Part V of the Gaming Authorisations Regulations.</li> </ul>		
	<ul style="list-style-type: none"> <li>The Human Resources Roles &amp; Responsibilities document shall include the role and responsibilities of all the Key Persons listed pursuant to the previous point.</li> </ul>		

- The Human Resources Roles & Responsibilities document shall state that the Authority will be notified by no later than three (3) working days following resignation, dismissal or changes to persons performing one or more key functions.

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**4.2 System Access Control Policy**

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System access rights shall be granted on a need-to-know basis:

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- The System Access Control document shall contain a procedure detailing the assignment/revocation of access rights.
- The System Access Control document shall contain System access right levels per job designation.
- The System Access Control document shall contain a physical access right level per job designation.
- The System Access Control shall document the controls in place with respect to any remote access to the System.
- The System Access Control shall include provisions for access by third parties.

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**4.3 Financial Accounting procedures**

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- The Financial Accounting procedures shall include accounting and reconciliation procedures.

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- The Financial Accounting procedures shall include the compilation of periodic management accounts.

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- The Financial Accounting procedures shall state that the Licensee shall, within 180 days from the end of its financial year, file with the Authority an audited set of financial statements prepared in accordance with international financial reporting standards.

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- The Financial Accounting procedures shall state that the Licensee shall, by not later than the last day of the 8th month of the financial year, submit management accounts signed by the Key Person responsible for the licensee's finances.

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- The Financial Accounting procedures shall state that the Licensee shall effect payment to the Authority of the tax due in respect of the preceding month by not later than the twentieth day of the following month.

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- The Financial Accounting procedures shall include the submission of a monthly report reconciling month-end balances of all players' funds in the account's currency and in Euro, held in credit institutions and in transit, supported by credit institutions' and payment service providers' statements, with the month-end player liabilities, supported by a System report, by no later than twenty (20) days following the end of the reporting month to which It refers.

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- The Financial Accounting procedures shall include the total gaming tax due at month end, together with a computation of such a figure.

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**4.4 Business Continuity and Disaster Recovery**

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- The Business Continuity Plan shall identify the possible disruptive events threatening the business continuity of the operation, together with their probability and their consequences for information security.

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- The Business Continuity Plan shall include contingency plans with respect to each identified threat.

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- The Business Continuity Plan shall include the time required to resume normal operations following the occurrence of each identified disruptive event.

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- The Business Continuity Plan shall include an escalation procedure, including contact persons, to be followed on the eventual occurrence of each identified threat.

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- The Business Continuity plan shall include a routine testing plan with respect to recovery plans.

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- In the case of a B2B, the Business Continuity Plan shall cater for an alternate site from which to resume temporary operations during a major disruption.

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**4.5 Backup Procedure**

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- The Backup Procedure shall include details of the data which will be backed-up and the respective frequency.

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- The Backup Procedure shall include the type of backups.

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- The Backup Procedure shall include provisions for the offsite storage of backups.

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- The Backup Procedure shall include a media restore testing plan.

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**4.6 Change Management Procedure**

- The Change Management procedure shall include a change approval procedure for any required changes to the Key technical Setup and Essential Components.

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- The procedure shall state that prior approval by the Authority will be sought by the Key Person responsible before any critical changes affecting the essential components, or critical elements of an approved game, are implemented.

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- The procedure shall state that any other changes to the Key Technical Setup shall be notified to the Authority within 30 days.

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- The procedure shall state that prior approval by the Authority will be sought by the Key Person responsible before a new product vertical or game (where RNG/Game Engine/Platform is not yet approved) is added to the product portfolio.

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- The procedure shall state that when the operator would like to add a new game, or a new B2B platform, provided that the Game Vertical, RNG, Game Engine, and/or Game Provider are already approved, the Authority shall be notified within five (5) days following the addition.

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- The procedure shall also specify the steps to be taken for any urgent changes to essential components, and the eventual reporting within 72 hours.

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- The Change Management procedure shall include the utilisation of the Authority's Incident Report form.

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**4.7 Player Registration and Know Your Client (KYC) Procedures**

- The KYC Procedures shall state that players who are not registered will not be allowed to play.

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- The KYC Procedures shall state that players registration procedure, including what data will be requested from the players.

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-	The KYC Procedures shall detail how the System will prevent minors from registering.		
-	The KYC Procedures shall give details on how due diligence and enhanced due diligence will be carried out.		
-	The KYC procedure shall specify the Risk assessment method and categorisation of the player.		
-	The KYC procedure shall detail how the email address, or any other means of contacting the players remotely, provided by players will be verified before registration is considered complete.		
<b>4.8</b>	<b>Anti-Money Laundering (AML) Procedures</b>		
-	The Anti-Money laundering Procedures shall detail the monitoring and verifications that will be carried out for the purpose of detecting money-laundering activities.		
-	The Anti-Money Laundering Procedures shall detail the reporting of suspicious money-laundering activities and the respective reporting of such cases to the FIAU.		
-	The AML Policy shall include an AML/CFT business risk assessment which lays down the potential risk factors identified by the licensee and the risk rating allocated for each risk.		
-	The AML Policy shall include the licensee's customer acceptance policy and any written AML/CFT-related risk management and customer risk assessment procedures.		
<b>4.9</b>	<b>Funds Management Procedures</b>		
-	The Funds Management Procedures shall state that payments shall only be accepted and made from accounts held with licenced financial institutions or through licenced payment providers notified to the Authority, and which the Authority has not instructed the licensee to refrain from using.		
-	The Funds Management Procedures shall state that the identity of players will be verified if the total accumulation of deposits equals or exceeds €2,000., which value can be calculated either on a daily basis taking into account all deposits effected by a customer since the establishment of the business relationship; or on the basis of a rolling period of one hundred and eighty (180) days.		
-	The Funds Management Procedures shall state that all the funds deposited by the player or owned by the licensee shall be credited to the player's corresponding account.		

- The Funds Management Procedures shall state that the Licensee will only remit withdrawals to the same account from which the funds originated, or if this is not possible the licensee shall verify that the alternative destination is secure and belongs to the same player.

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- The Funds Management Procedures shall include that no cash deposits/withdrawals will be effected.

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- The Funds Management Procedures shall stipulate the process of informing the player in no less than 30 days before the player’s account is due to become inactive and any applicable fees with respect to inactive/dormant accounts.

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**4.10 Player Complaints Handling Procedures** *[in-line with the Player Protection Directives 39(2)]*

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**5 Key Technical Setup and Essential Components**

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**5.1 System Architecture**

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- The System Architecture document shall include the make and model of all hardware equipment and virtual machines in use, the respective specifications, and the relevant location in which they are hosted.

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- The System Architecture document shall include any virtual machines availed of within the network, including identifiers thereof and the location in which they are hosted.

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- The System Architecture document shall include details about the specifications of firewalls and routers protecting the setup.

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- The Technical Setup’s Risk Assessment report

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**5.2 Application Architecture**

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- The Application Architecture document shall list the name of all the applications in use, including the games and the website, the version number, the company that developed the software, a description of the software and the servers on which each application resides.

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- The Application Architecture document shall include the name and software supplier of the back-office system.

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- The Application Architecture document shall contain a description of how the applications interact with each other, including data flows, per brand/URL.

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**5.3 Network Infrastructure**

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- The Network Infrastructure document shall include a network schematic showing all the hardware and virtual machines in operation with the respective internal and external IP addresses, and the connections between the points in the network.

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- In case of **Servers Overseas**, the licensee shall maintain a live or real-time mirror server for essential regulatory data, and which shall be, at all times, made readily accessible to the Authority, including by means of physical access where applicable. A real-time data-replication procedure shall be submitted to the MGA. The procedure shall:

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- Include detailed processes ensuring that all relevant data will be replicated real-time;
- Identify the fields that shall be replicated and the time lag, if any, between the processes taking place in the overseas infrastructure and the replication on the live servers in Malta; and
- Ensure that the data centers shall be operated in a professional manner and in line with any legal/regulatory requirements (both EU and local) as well as any applicable international standards.

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**6 Random Number Generator**

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- The Random Number Generator (RNG) document shall state the brand and model of the RNG and whether it is a hardware or software RNG.

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- An original or certified true copy of a test certificate, from an independent EU/EEA based testing lab, issued in the name of the company applying for the licence, certifying that the RNG, as an integral part within the gaming system is compliant with the requirements of the Gaming Act

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**7 Specification of the Gaming System**

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**7.1 General Specifications of the Gaming System Document**

- The Specification of the Gaming System document shall include the name of the owner of the software, the name of the company that developed the game, and the respective Software Licensing Agreement in case it was not developed in-house.
- The Specification of the Gaming System document shall include the name of the organisation which did the testing and the respective tests carried out.
- The Specification of the Gaming System shall detail the instructions on how to play and restrictions on play.
- The Specification of the Gaming System document shall specify how the player shall be provided with the Player Protection Mechanisms functionalities as per Player Protection Directive 2018.


**7.2 Specific specifications of the Gaming System Document**

Where the licensee's own games are offered, the Specification of the Gaming System shall detail the processes, rules and parameters of the games, including:

<p><b>Common to all Verticals</b></p>	<ul style="list-style-type: none"> <li>● Name of the game and the respective version number;</li> <li>● Game Description;</li> <li>● Rules of the games, which shall be displayed in full no more than one click away from the page in which the game can be played;</li> <li>● General screenshots and screenshots showing monetary amounts quoted with the currency symbol;</li> <li>● Any jackpots in place, and their respective mechanisms; and</li> <li>● Game details including a description of any bonus games, and the respective screenshots.</li> </ul>
<p><b>Casino</b></p>	<ul style="list-style-type: none"> <li>● Game details including a list, picture and description of all buttons available;</li> <li>● Game details including a list, picture and description of all game symbols;</li> <li>● Game details including the probability and pay-out of each winning combination;</li> <li>● In the case of slots, game details including the layout of each reel; and</li> <li>● Game Details including the overall return to player rate and how it was tested.</li> </ul> <p><i>Risk Management:</i></p> <ul style="list-style-type: none"> <li>● Game details including how the systems monitor the average percentage returned to players as prizes.</li> </ul>
<p><b>Live Casino</b></p>	<ul style="list-style-type: none"> <li>● Game details including a list, picture and description of all buttons available;</li> <li>● Game details including a list, picture and description of all game symbols;</li> <li>● Game details including the probability and pay-out of each winning combination;</li> <li>● Game Details including the overall return to player rate and how it was tested;</li> <li>● Information regarding the location and structure of the Live Casino Premises (Floor plan);</li> <li>● A fully documented procedure allowing MGA officials immediate access upon presentation of the MGA Inspector Card at the overseas live casino for routine or ad hoc inspections;</li> <li>● A statement that a live (24/7) CCTV feed that is easily accessible by the MGA if and when required is available;</li> <li>● A procedure detailing which game data will be available to players;</li> <li>● A document outlining the interaction between dealer and players, including a description of the anti-Collusion Mechanisms;</li> <li>● A stipulation of all games and the respective game rules to be offered;</li> </ul>

	<ul style="list-style-type: none"> <li>• Submission of general procedures pertaining to the Live Casino operation;</li> <li>• Floor related procedures – Change of Dealer; Card Shuffling/Storage; In cases where the dealer drops a card; PitBoss Roles and Responsibilities; and</li> <li>• Miscarried Game Procedures (Live streaming malfunction).</li> </ul> <p><i>Risk management:</i></p> <ul style="list-style-type: none"> <li>• Game details including how the systems monitor the average percentage returned to the players as prizes.</li> </ul>
<b>Lotteries</b>	<ul style="list-style-type: none"> <li>• Game details including a list, picture and description of all buttons available;</li> <li>• Details on how the Jackpot will be Funded, and how prizes will be distributed; and</li> <li>• Details on the minimum number of tickets to be sold, prior to the draw, and the maximum percentage that can be purchased by any particular player.</li> </ul>
<b>Secondary Lotteries</b>	<ul style="list-style-type: none"> <li>• Game details including the names of the secondary Lotteries;</li> <li>• Game details including a list, picture and description of all buttons available; and</li> <li>• Details on how the Jackpot will be Funded, and how prizes will be distributed.</li> </ul>
<b>Fixed Odds including Live Betting</b>	<ul style="list-style-type: none"> <li>• Game details including: <ul style="list-style-type: none"> <li>○ the sport disciplines that shall be availed of;</li> <li>○ a description of the games and any limitations on wagers placed;</li> <li>○ general screenshots of the betting slips; and</li> <li>○ a list, picture and description of all buttons available</li> </ul> </li> <li>• The specification of the gaming system including the procedure for flagging large volume of wagers placed by a player, or large volumes won by a player; and</li> <li>• The specification of the gaming system detailing the changes made by the operator to the game parameters, or the game rule.</li> </ul> <p><i>Risk Management:</i></p> <ul style="list-style-type: none"> <li>• Information on market/event management (Incl. Event Creation, Amendment, Event Closure and Cancellation);</li> <li>• Details on odds compilation with respect to risk management;</li> <li>• Details on exposure management; and</li> <li>• Details on the management of live betting.</li> </ul>
<b>Pool Betting incl. Betting Exchange</b>	<ul style="list-style-type: none"> <li>• Game details including: <ul style="list-style-type: none"> <li>○ the name of the sports that shall be availed of;</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>○ a description of the games and any limitations, and the commission calculation;</li> <li>○ screenshots of the betting slips; and</li> <li>○ a list, picture and description of all buttons available.</li> <li>● Details of how flagging large volume of wagers placed by a player, or large volumes won by a player is handled; and</li> <li>● Details of the changes made by the operator to the game parameters, or the game rules.</li> </ul> <p><i>Risk Management:</i></p> <ul style="list-style-type: none"> <li>● Information on market/event management (Incl. Event Creation, Amendment, Event Closure and Cancellation);</li> <li>● Details on odds compilation with respect to risk management;</li> <li>● Details on exposure management; and</li> <li>● Details on the management of live betting.</li> </ul>
<p><b>P2P Poker and P2P Bingo</b></p>	<ul style="list-style-type: none"> <li>● Game details including a list, picture and description of all buttons available; and</li> <li>● Details of how flagging large volume of wagers placed by a player, or large volumes won by a player is handled.</li> </ul> <p><i>Risk management:</i></p> <ul style="list-style-type: none"> <li>● Details on the monitoring and prevention of collusion;</li> <li>● Details on the measures to detect money laundering transactions;</li> <li>● Details on the measures to detect the utilisation of bots/devices from players; and</li> <li>● Details on the Sharing of liquidity.</li> </ul>
<p><b>Lottery Messenger</b></p>	<ul style="list-style-type: none"> <li>● Game details including: <ul style="list-style-type: none"> <li>○ a list, picture and description of all buttons available;</li> <li>○ a list, picture and description of all game symbols; and</li> <li>○ the probability and pay-out of each Lottery / winning combination.</li> </ul> </li> <li>● Procedures with respect to the purchasing and storing of tickets;</li> <li>● A specification of the exact point when the bet is binding; and</li> <li>● Procedures with regards to the retrieval of the prizes.</li> </ul>
<p><b>Controlled Skill Game</b></p>	<ul style="list-style-type: none"> <li>● General screen shots and screen shots of the following: <ul style="list-style-type: none"> <li>○ Total wagers permitted;</li> <li>○ Total number of entries permitted in the contest/tournament;</li> <li>○ The prize pool of the contest/tournament;</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>○ The contest/tournament identifier;</li> <li>○ The opening date and time of the contest/tournament;</li> <li>○ The closing date and time of the contest/tournament;</li> <li>○ The identity of player(s) (*username) participating in the contest/tournament;</li> <li>○ The entry fee (time-stamped) placed in total and per player in the contest/tournament;</li> <li>○ Each players' choice of athletes during the contest/tournament;</li> <li>○ Any ulterior actions taken by the player, such as substitutions during the contest/tournament;</li> <li>○ The contest/tournament status (whether in progress, or complete);</li> <li>○ The points scored by each athlete, and in total by each player during the contest/tournament;</li> <li>○ The points accumulated by a player for each context/tournament;</li> <li>○ The result of the contest/tournament;</li> <li>○ The amount won by each player, and the licensee's commission in each contest/tournament;</li> <li>○ How players are classified according to experience;</li> <li>○ The mechanism in place for players of different levels to be identified, by means of a marker visible to other players;</li> <li>○ In cases where the licensee offers contests for specific levels only, the system in place to prevent players of different levels to enter such restricted contests.</li> </ul> <ul style="list-style-type: none"> <li>● Details of how flagging large volume of wagers placed by a player, or large volumes won by a player is handled;</li> <li>● Details of the changes made by the operator to the game parameters, or the game rules;</li> <li>● Information regarding: <ul style="list-style-type: none"> <li>○ Any bonus money played or won;</li> <li>○ Any cancellation of contest/tournament; and</li> <li>○ Any refunds or wagers cancelled.</li> </ul> </li> </ul>
<p><b>B2B</b></p>	<ul style="list-style-type: none"> <li>● Details on: <ul style="list-style-type: none"> <li>○ the Game Risk Management;</li> <li>○ the turnkey solutions offering;</li> <li>○ the reporting capabilities of the System;</li> <li>○ the management of jackpots across operators;</li> <li>○ the segregation between Operators; and</li> <li>○ the leasing of equipment to Operators.</li> </ul> </li> </ul>

	Reference	Notes
<b>8 Terms and Conditions</b>		
<b>8.1 Terms and Conditions' General Information</b>		
The Terms and Conditions shall include:		
<ul style="list-style-type: none"> <li>a version number, date of last update, and if applicable, a validity period;</li> </ul>		
<ul style="list-style-type: none"> <li>the registered name and address of the Licensee; and</li> </ul>		
<ul style="list-style-type: none"> <li>the official licence number and date of issue.</li> </ul>		
The Terms and Conditions shall state that:		
<ul style="list-style-type: none"> <li>the Licensee is licenced in Malta and regulated by the Malta Gaming Authority;</li> </ul>		
<ul style="list-style-type: none"> <li>which verticals and Games/Platforms are regulated by the MGA;</li> </ul>		
<ul style="list-style-type: none"> <li>that it is the player's responsibility to know if their gaming is legal from the territory in which they are playing; and</li> </ul>		
<ul style="list-style-type: none"> <li>that the governing law shall be the laws of Malta.</li> </ul>		
Where the Terms and Conditions are available in different languages, these must reflect the same principles. An English version shall always be available, and shall be the prevailing version in the case of conflict.		
The Terms and Conditions shall state that any changes to them must be notified to the players in advance, and the player must re-confirm acceptance before the changes come into effect. Players		

shall not be allowed to play unless they accept the new terms and conditions, but shall be allowed to withdraw their deposits.

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**8.2 Bonus and other Promotional Schemes**

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The Terms and Conditions shall also state the bonus scheme terms and conditions. These need to include all the conditions of the scheme, including:

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- All Restrictions; and
- Wagering and/or deposit limits.

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**8.3 Terms and Conditions' Provisions with respect to Exceptional Circumstances**

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The Terms and Conditions shall state:

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- the parameters for cancellation of wagers or games/events, situations where refunds may be applicable or cancellation of games/events;
- the parameters for miscarried or aborted games; and
- the conditions where the Licensee can cancel events or tournaments; and/or the procedures in the event of error in published odds, pay tables or gaming software.

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The Terms and Conditions shall include:

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- that the Licensee reserves the right to limit/refuse bets; and
- the conditions for the Licensee to apply its right to terminate events and/or games.

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**8.4 Terms and Conditions’ Provisions with respect to Player Registration**

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The Terms and Conditions shall state that:

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- the Licensee prohibits player collusion and takes measures to prohibit use of devices, such as robots, that distort normal games play;
- players must be at least eighteen (18) years of age in order to participate in games for money;
- the player must only have one account;
- the player must register personally;
- the player must maintain the account details up-to-date;
- it is prohibited for players to sell, transfer and/or acquire accounts to/from other players;
- a player’s registration may be refused, or an account closed at the licensee’s discretion, but contractual obligations already made will be honoured by the licensee; and
- the player shall be responsible in keeping his log in details secure, and the security of any linked email address, and the security (password protected, locked screen, etc.) of any personal computer or device on which the player account is accessible, and that the licensee shall not be held responsible if there is unauthorised use of the account when the licensee itself is not at fault.

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The Terms and Conditions shall specify:

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- the know your client procedures; and
- the list of prohibited territories.

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thereof.

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**8.6 Terms and Conditions’ provisions with respect to Player Self Protection Mechanisms**

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The Terms and Conditions shall explain the player self-protection mechanisms stipulated by the Regulations.

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**8.7 Privacy Policy included in the Terms and Conditions**

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The Terms and Conditions shall include the Privacy Policy and this shall include the following:

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- identity and contact details of the data controller, i.e. the Operator, as well as the contact details of the Operator’s Data Protection Officer (DPO), the purpose of the collection of personal data, and how it will be used;
- the purposes of processing and legal basis for processing;
- a statement that there may be circumstances in which the licensee may be obliged to forward personal information to any relevant competent Authority;
- a statement informing players or potential players that when an account is opened, the player(s) personal data may be processed for anti-money laundering (AML) purposes;
- In the case of supply of personal data to third parties, specifically the names of the parties, and for what purpose such persons may use that data. A specific opt-in for transfer of data to third parties shall be included;
- recipients, or categories of recipients. This includes other data controllers, joint controllers and data processors to whom data is transferred or disclosed;
- details of data transfers outside the EU and the reference to the appropriate or suitable safeguards;
- the retention period for the data;

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- a statement informing the player of his right to access his/her data, as well as rectify, erase and restrict it whilst having the right to data portability requests;
- a statement informing the player of his right to object to the processing of his/her data, and to withdraw consent, if the processing is based on consent;
- a statement informing the player that he has a possibility to lodge a complaint to a supervisory authority;
- information on whether there is a statutory or contractual requirement to provide the data and the consequences of not providing that data; and
- information on whether there will be any automated decision taking.


**8.8 Terms and Conditions’ Provisions with respect to Anti-Money Laundering**

- The Terms and Conditions shall include:

- a statement that it is unlawful to deposit money from ill-gotten means;
- a statement that transactions are monitored to prevent money laundering; and
- a statement that suspicious transactions will be reported to the relevant Authorities.


**8.9 Terms and Conditions’ Provisions with respect to Player Complaints**

- Terms and Conditions shall include:

- A description of the manner in which a player complaint may be made;
- A description of the manner in which the licensee handles a player complaint;


- A stipulation of the maximum timeframe by which the licensee shall reply to a player complaint - the outcome of the complaint is to be communicated within 10 days from the date on which the complaint is received, provided that in certain cases this can be extended by a further 10 days; and
- A statement informing the players of their right to bring disputes to the Authority or another ADR if deemed unresolved, with a link to the Authority’s player support portal, and the email address support.mga@mga.org.mt.


**8.10 Terms and Conditions’ Provisions with respect to Chat Rooms or Forums (if available)**

If Chat Rooms or Forums are made available by the Licensee, Terms and Conditions shall include:

- a description of the controls that are in place, including moderation, monitoring, logging and recording of conversations and posts;
- the applicable code of ethics;
- the limitations on the use by players;
- provisions concerning responsibility for use;
- a clear statement that collusion of prohibited.


**9 Contracts with Business Partners**

- Agreements with payment systems/gateways

- Agreements with EEA licenced Payment Service Institutions


- Agreements with Critical Supply Certificate Holders		
- Agreements with Material Supply Certificate Holders, and any other outsourced functions		
- Agreements with Datacentres and/or Cloud Providers		
- Agreements with Software Providers		
- Other contracts with parent/group/affiliate companies		
- Any services, outsourcing of operations, leased equipment, etc., shall be accompanied by the respective agreements. All access rights emanating from the Regulations and granted to the Authority shall be included in these Agreements.		
- Agreement with co-location facility shall include a confidentiality clause with respect to players' data.		

I, (Name and Surname) \_\_\_\_\_, representing (company) \_\_\_\_\_ as the applicant, hereby certify that the information above is correct and that the documents marked are submitted with this form.