

SENSE

SELF-ENROLMENT NATIONAL SELF-EXCLUSION

SELF-EXCLUDING
FROM CASINOS

What is SENSE?

SENSE is a system which has been developed in order to provide easy access for people who believe they have a problem with their gambling and wish to voluntarily self-exclude nationally from any land-based casino in the UK participating in the SENSE scheme.

Who administers SENSE?

SENSE is administered and operated by the National Casino Forum (NCF) on behalf of UK land-based casinos. For a full list of participating casinos go to www.nationalcasinoforum.co.uk/member-casinos. NCF controls the processing of personal information held on the SENSE system. Further details about how NCF processes your personal information can be found below.

How does it work?

When you ask to self-exclude from a casino you will be asked if you would like to join SENSE. A manager will speak to you and take some basic details, name, address, and membership information along with a photo and signature; by joining SENSE you are providing permission to share your self-exclusion request with other casino operators and certain other parties, using the secure SENSE database in accordance with the SENSE terms and conditions that will be brought to your attention and which are also included in this leaflet.

The end date of any existing self-exclusion agreements in place with casinos participating in the SENSE scheme will be varied in order to substitute in its place the end date of the SENSE voluntary self-exclusion once a SENSE enrolment application has been processed.

After joining SENSE

Within seven days of your enrolment on the SENSE scheme, any membership/loyalty scheme held with SENSE participating casinos will be closed.

Casinos participating in the SENSE scheme should cease to send gambling related marketing and promotional material to the contact details you have provided when enrolling onto SENSE. It is your responsibility to ensure that the information you provide when joining SENSE is accurate and up to date.

What should I do if I continue to receive casino marketing materials?

Initially you should inform the company concerned. In the event that marketing material continues to be received you can contact info@nationalcasinoforum.co.uk.

How long will I be excluded for?

SENSE exclusion is for a minimum of six months, but remains in place following that six month period unless or until you make a written request to be removed from the SENSE scheme. Any such request to be removed from self-exclusion will not automatically be granted and you will be requested to discuss any such application with a casino manager.

Self-exclusion cannot be withdrawn or cancelled before the minimum six month period has expired.

How do I join SENSE?

You can join in person at a casino; a manager will assist you with the quick and simple enrolment process, and proof of identification will be required. Alternatively you can ask to join SENSE by contacting a casino via email, telephone or letter; this approach will require the casino manager to contact you directly and advise you how to take the enrolment forward. This process may take a little longer but this is necessary to ensure that compliance with data protection requirements is adhered to.

Who is responsible for keeping me out of casinos?

You are primarily responsible; however, casinos participating in SENSE will do all they reasonably can to help you.

What if I visit a casino while I'm enrolled in the SENSE scheme?

Save for when exercising your right to be removed from SENSE (as mentioned below under the heading "How do I leave the SENSE scheme?"), you will be in breach of the SENSE terms and conditions and will be asked to leave immediately you are identified as being in the SENSE scheme, regardless of whether or not you take part (or attempt to take part) in gambling.

What if I (or a third party on my behalf) gamble or attempt to gamble at a casino participating in SENSE while I'm enrolled in the SENSE scheme?

Otherwise than in circumstances considered by the relevant casino participating in SENSE in its sole discretion to be exceptional:

- (1) money or money's worth staked by you, or by any third party on your behalf, and any winnings arising therefrom will be forfeited; and
- (2) gambling losses incurred by you, or by any such third party where they have gambled on your behalf, will not be reimbursed if you or any third party on your

behalf gain entry and gamble whilst you are self-excluded.

In the above respect, "money or money's worth staked" includes (without limitation) not only money, money's worth, gambling chips and/or tokens paid to and accepted by a participating casino in respect of a gambling transaction

but also:

(a) gambling chips and/or tokens in respect of which, in advance of any gambling transaction taking place, money and/or money's worth has been exchanged; and / or

(b) money, money's worth, gambling chips and/or token which have been inserted into a gaming machine and/or gambling terminal (whether or not any gambling transaction has taken place).

Can I just exclude from some casinos and not others through the SENSE scheme?

SENSE is intended to offer ONLY national self-exclusion from ALL casinos in the scheme. If you do not wish to exclude nationally, you should ask what other options an operator may offer to help you address your gambling problems.

Can I get help or advice about problem gambling while I'm excluded?

Yes, and we strongly encourage that you do so. GamCare provides invaluable help and advice and is not just confined to those with the most extreme gambling problems. They can be contacted on **0808 8020 133** or via **www.gamcare.org.uk**. For a full list of treatment providers please visit **www.nationalcasinoforum.co.uk/links**

Will SENSE keep me away from other forms of gambling?

No. SENSE exclusion only applies to UK land-based casinos participating in the SENSE scheme. Other businesses offering gambling have their own schemes to help people who have problems with their gambling products. More information about other self-exclusion schemes is provided by the Industry Group for Responsible Gambling on its website **www.optintoselfexclude.info**

Is SENSE the only help on offer?

No. If you don't think you have a problem that requires you to self-exclude but would like help controlling your gambling (for example by setting limits), operators can offer other help. So don't be afraid to seek support and advice from casino staff.

How do I leave the SENSE scheme?

After the minimum exclusion period of six months you have the right to be removed from SENSE. You can exercise this right by attending at any casino participating in the SENSE scheme and, whilst there, making a request in writing to have your enrolment cancelled and for you to be removed from self-exclusion; this does not have to be the casino where you originally enrolled. A casino manager will speak to you and ask you to sign a request form. Such a request to be removed from self-exclusion will not automatically be granted and you will be requested to discuss any such application with the casino manager. Removal from SENSE does not automatically entitle access to casino gambling. A 24-hour time period may be required to elapse before you are allowed to enter a casino premises after your initial request for removal from SENSE.

Are my memberships and loyalty schemes reinstated when I leave the SENSE scheme?

No. Re-joining memberships of casinos or loyalty schemes is not automatic once you withdraw from SENSE. It's up to you whether you wish to apply to reinstate any or all casino memberships and loyalty schemes individually by contacting the operators concerned.

What if I have a concern or complaint about SENSE?

If you have a genuine concern or complaint about SENSE please email concern@nationalcasinoforum.co.uk or write to the NCF at 235-237 Vauxhall Bridge Road, London SW1V 1EJ.

HOW PERSONAL INFORMATION ABOUT ME WILL BE USED

What information will NCF collect and store about me?

NCF collects personal information (including a photograph) from you when you enrol on the SENSE scheme. NCF is the controller and responsible for your personal information.

NCF also collects personal information about you which is provided by the UK land-based casinos participating in the SENSE scheme. This includes information which is directly related to your voluntary self-exclusion, as well as any additional information that relates to breaches or attempted breaches by you of your voluntary self-exclusion or which may be useful to

support your wish to be excluded from UK land-based casino gambling.

NCF does not collect or hold on SENSE any financial information about your gambling wins or losses.

For what purpose or purposes will information about me be used?

Your personal information on SENSE will be used by NCF (and the the UK land-based casinos participating in the scheme) to provide the voluntary self-exclusion service that you have requested. This is the contractual agreement we have entered into when you enrol on SENSE and is the legal basis on which we use your personal information. We do not rely on consent as a legal basis for processing your personal information.

Your personal information on SENSE will also be used by the UK land-based casinos participating in the SENSE scheme to enable them to comply with their legal obligations.

For further information on how your personal information is used, how we maintain the security of your personal information and your rights to access information we hold about you, please contact:

info@nationalcasinoforum.co.uk.

With whom is personal information about me shared?

Your personal information is shared with the UK land-based casinos participating in the SENSE scheme which are authorised to access the SENSE system. This allows the casinos to enforce your voluntary self-exclusion. In addition, these casinos will also share your personal information with third parties who will seek to prevent you receiving marketing materials during your voluntary self-exclusion. Casinos will comply with their own legal obligation which includes completing their regulatory returns to the Gambling Commission which does not contain any of your personal information.

SENSE data is made available in an anonymised form to Playing Safe (or such other third party as may be appointed by the NCF) in order for it to provide anonymised reports and evaluations of the data held by NCF.

SENSE is a secure system only accessible to registered personnel and complies with the security requirements of ISO 27001.

Access to your personal information and correction

You have the right to request a copy of the personal information that NCF holds about you. If you would like a copy of some or all of your personal information, please email

info@nationalcasinoforum.co.uk or write to NCF at the following address: 235-237 Vauxhall Bridge Road, London SW1V 1EJ. You will not have to pay a fee to access your personal information, unless we believe that your request is clearly unfounded, repetitive or excessive. In such circumstances we can charge a reasonable fee or refuse to comply with your request. We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal information (or to exercise any of your other rights). This is a security measure to ensure that personal information is not disclosed to any person who has no right to receive it.

We will try to respond to all legitimate requests within one month. Occasionally it may take us longer than a month and in that case we will notify you and keep you updated.

You also have the right to question any information we hold about you that you think is wrong or incomplete. You may ask us to correct or remove any personal information you think is inaccurate.

How long will personal information be held on SENSE about me?

NCF (as well as the participating casinos) will hold your Needs to be changed to the new paragraph

NCF (as well as the participating casinos) will hold your personal information for as long as your voluntary self-exclusion through the SENSE scheme is in place. NCF will also retain your personal information for a period of 3 years following the end of your self-exclusion in order to comply with its regulatory and reporting obligations (which include, without limitation, reporting to the Gambling Commission on the effectiveness of the SENSE scheme as well as the protection of vulnerable individuals). The participating casinos will also retain your personal information beyond the end of your self-exclusion in order to ensure that they can comply with the legal and regulatory obligations to which they are subject (which include, without limitation, the protection of vulnerable individuals).

Making a complaint

Please let us know if you are unhappy with how we have used your personal information by contacting us at **info@nationalcasinoforum.co.uk.**

You also have a right to complain to the Information Commissioner's Office. You can find their contact details at **www.ico.org.uk.** We would be grateful for the chance to deal with your concerns before you approach the ICO so please contact us in the first instance.

SENSE ENROLMENT TERMS AND CONDITIONS THAT REQUIRE YOUR AGREEMENT

1. I always have the primary responsibility for excluding myself from casinos (including participating casinos), and ensuring that no one enters any casino (including participating casinos) on my behalf.
2. The National Casino Forum, through the SENSE scheme, offers a voluntary self-exclusion agreement between myself and all the participating casinos to help me to self-exclude, which I agree and acknowledge may be enforced against me (and any third party who seeks to enter any participating casino on my behalf) by all participating casinos.
3. The minimum period of self-exclusion is 6 months and I cannot be removed from SENSE enrolment, or seek my removal or otherwise terminate my enrolment on the SENSE scheme, within that period. My enrolment will remain in place following that 6 months' period unless or until I attend at any casino participating in the SENSE scheme and, whilst there, make a request in writing to have my enrolment cancelled and for me to be removed from self-exclusion.
4. The end date of any existing self-exclusion agreements in place with one or more of the participating casinos will be varied in order to substitute in its place the end date of the SENSE voluntary self-exclusion once a SENSE enrolment application has been processed and I have thereby self-excluded through the SENSE scheme.
5. Within seven days of my enrolment with the SENSE scheme, my membership of, and any and all loyalty schemes held with, participating casinos will be closed and automatically cease and terminate (notwithstanding their specific terms of termination) and the participating casinos shall have no liability to me in respect of such closure and termination.
6. **Save for exercising my right to be removed from SENSE, I will not enter or attempt to enter any casino premises (and nor will I seek, request, procure or otherwise encourage any third party to enter or attempt to enter any casino premises to gamble on my behalf) whilst enrolled on the SENSE scheme and should I do so I will be considered to have breached this agreement.**
7. Participating casinos will not be held liable for any matter whatsoever if I enter, or any third party on my behalf enters, a casino (including any participating casino) whilst self-excluded through the SENSE scheme and I am and/or the said third party is able to gamble.
8. I accept and agree that if I gamble, or if any third party on my behalf gambles, in a participating casino whilst I am enrolled with SENSE, otherwise than in circumstances considered by the relevant participating casino in its sole discretion to be exceptional:
 - (1) money or money's worth staked by me, or by any such third party on my behalf, and any winnings arising therefrom will be forfeited; and
 - (2) gambling losses incurred by me, or by any such third party where they have gambled on my behalf, will not be reimbursed.

In the above respect, "money or money's worth staked" includes (without limitation) not only money, money's worth, gambling chips and/or tokens paid to and accepted by a participating casino in respect of a gambling transaction but also:

 - a) gambling chips and/or tokens in respect of which, in advance of any gambling transaction taking place, money and/or money's worth has been exchanged; and / or
 - b) money, money's worth, gambling chips and/or tokens which have been inserted into a gaming machine or gambling terminal (whether or not any gambling transaction has taken place)
9. My application to be removed from self-exclusion will not automatically be granted and I will be requested to discuss any such application with a casino manager.
10. A 24 hour time period may be required to elapse before I am allowed to enter a casino premises after my initial request for removal from the SENSE scheme.
11. The personal information and photograph I have provided in the SENSE enrolment form are accurate and, in the case of the photograph, is a true likeness of me.
12. Privacy Policy and Use of my Personal Information:

I acknowledge that the National Casino Forum will use (a) the personal information and photograph I have provided, (b) any personal information provided by participating casinos that is directly related to my self-exclusion, and (c) any additional personal information provided by the participating casinos or any of them that relates to breaches or attempted breaches by me and that may be useful to support my wish to be excluded from casino gambling and from all participating casinos, to provide the voluntary self-exclusion service that I have requested in accordance with the National Casino Forum's privacy policy (see "How personal information about me will be used" in this leaflet and on-line at) www.nationalcasinoforum.co.uk/personal-information.
13. If any provision of the terms and conditions of any participating casino at any time conflict with any provisions of this agreement, this agreement shall prevail.
14. REMOVAL from enrolment with SENSE does not reinstate ANY membership that I may have had or ANY loyalty scheme I may have participated in.
15. I have been advised that it is in my own best interests not to take part in any form of gambling and I have been informed where I can obtain further advice about problem gambling.
16. No failure or delay by the National Casino Forum (or a participating casino) to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
17. Save in respect of the participating casinos being capable of enforcing the provisions of this agreement, a person who is not a party to this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
18. This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

FURTHER SUPPORT, ADVICE, COUNSELLING AND INFORMATION IS AVAILABLE FROM THE FOLLOWING ORGANISATIONS

GamCare

Helpline 0808 8020 133

Provides information, advice and counselling to individuals who have concerns about problem gambling.

Head Office, 2nd Floor,
7-11 St John's Hill, London, SW11 1TR

www.gamcare.org.uk

The Gordon Moody Association

Tel: 01384 241292

Residential treatment programme for problem gamblers. Two centres in Dudley and Beckenham.

47 Maughan St, Dudley,
West Midlands, DY1 2BA

www.gordonmoody.org.uk

CNWL National Problem Gambling Clinic

Tel: 020 7381 7722

Treatment for problem gamblers living in England and Wales aged 16 and over. Service includes short-term treatment of co-existing mental health conditions.

Crowther Market, 282 North End Road,
London, SW6 1NH

www.cnwl.nhs.uk/cnwl-national-problem-gambling-clinic

Gamblers Anonymous (GA)

A self-help fellowship of compulsive gamblers wanting to address their gambling problems.

www.gamblersanonymous.org.uk

National Debtline

Tel: 0808 808 4000

Offers advice and support to enable callers to deal with their debts in a pro-active and informed way. Self-help information packs are sent free to individuals with debt problems.

51-53 Hagley Road Edgbaston,
Birmingham, B16 8TP

www.nationaldebtline.co.uk

Gambling Commission

All licensed gambling in the UK is regulated by the Gambling Commission.

www.gamblingcommission.gov.uk

BeGambleaware

www.begambleaware.org