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**TO:** Hans Niemz  
UK Casino Club

**FROM:** Micki Oster, Dispute Resolution Officer

**DATE:** Wednesday, February 17, 2010

**RE:** Hans Niemz complaint against UK Casino Club

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As the Commission's Dispute Resolution Officer, I have had numerous communications with the complainant, Hans Niemz, and with UKCasinoClub (the "Casino") concerning a complaint lodged by Mr. Niemz against the Casino.

We have now finally completed our investigation into this complaint and are prepared to direct Mr. Niemz' complaint be resolved as follows.

We have taken several factors into consideration in reaching our decision in this matter.

Clause 13 of the Casino's Terms & Conditions (the "T&C") states as follows:

*"The Casino reserves the right to withhold any withdrawals and/or confiscate all winnings for irregular play. 'Irregular play' includes but is not limited to any one or more of the following types of play:*

- i. Placing single bets equal to or in excess of 25% or more of the value of the bonus credited to the account prior to the play - through requirement for that bonus having been met;*
- ii. Using the double-up feature to increase bet values;*
- iii. Even money bets on Sic Bo, Craps and Roulette"*

Mr. Niemz specifically accepted the Casino's T&C, including Clause 13, at the time he registered his account.

After registering his account, Mr. Niemz engaged in a pattern of play that breached Clause 13(i). Mr. Niemz does not dispute this fact.

Mr. Niemz' dispute centres on the argument that, at the relevant time, some additional terms and conditions that were posted on the Casino's site regarding signup bonuses (the

“Terms and Conditions - Multiple Bonus Promotion”) did not clearly incorporate the provisions of the Casino’s T&C.

However, given the fact that Mr. Niemz *did* accept the T&C and that his pattern of play subsequently breached Clause 13(i) of the T&C, we cannot conclude that it is reasonable to direct the Casino to reimburse Mr. Niemz for 100% of the amount of the disputed amount – 10,000 Euro.

We do accept that the Casino must bear some responsibility for failing to make it clear that the Terms and Conditions - Multiple Bonus Promotion incorporated the provisions of the Casino’s T&C.

In view of the foregoing, we hereby direct that:

1. The Casino must, on or before 8:00 p.m ET on February 18, 2010, deposit 50% of the disputed amount – i.e. 5,000 Euro – into Mr. Neimz account and permit him to withdraw this amount, and
2. The Casino must immediately amend its Terms and Conditions - Multiple Bonus Promotion to clearly indicate that they incorporate the provisions of the T&C.

Given that Mr. Niemz previously chose to make his dispute with the Casino a public matter, we do not consider the terms of this decision to be confidential.

The Commission’s file in this matter is now closed.

**KAHNAWAKE GAMING COMMISSION**

Per: Micki Oster, Dispute Resolution Officer