

**TECHNICAL RULES  
ON THE CONCESSION REPORT FOR THE OPERATION AND COLLECTION OF  
GAMES REFERRED TO IN ARTICLE 6(3) OF LEGISLATIVE DECREE NO 41  
OF 25 MARCH 2024**

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## **PREFACE**

This document sets out the technical specifications defining the tasks and functions as well as the technical requirements to be ensured by the **concessionaire** for the remote operation and collection of public games. In the body of the document, the terms in **bold** shall have the same meaning as in the single nomenclature of definitions.

Part One of this document describes in detail the content of the activities and functions entrusted under concession, while Part Two sets out the binding minimum technical requirements for carrying out the activities to be ensured and guaranteed by the **concessionaire**.

**PART ONE**

**DESCRIPTION OF THE PUBLIC ACTIVITIES AND  
FUNCTIONS ENTRUSTED UNDER CONCESSION**

## **1. OBLIGATIONS OF THE CONCESSIONAIRE**

For the performance of the tasks to which the **concessionaire** is bound, the concessionaire shall interact with the following entities:

- **ADM**, which is tasked with strategic direction, governance and management, as well as the supervision and control of the entire **game system** and cash flows;
- the **centralised system**, the ADM's IT system, interconnected with the **concessionaire system** for the purposes of checking, assigning the unique code when validating the participation receipt or the right to participate, and for determining the single fee and any other functions, in accordance with the legislation in force.

### **1.1 ACTIVITIES NEEDED FOR THE PROVISION OF THE GAME OFFER**

For the provision of the game offer, the **centralised system** assigns and registers the unique code of the bet, in accordance with the provisions in force regulating its collection. Such registration shall be valid for the purposes of charging the bet or the stakes and for crediting winnings and refunds.

The **concessionaire** must, in addition to what is expressly stated in the Convention, ensure and guarantee:

1. the implementation and management of the **concessionaire system** in compliance with the technical specifications set out in this document;
2. the establishment of a *disaster recovery* system for the traceability and reconstruction of all information up to the time of the disaster. This system must, therefore, enable the storage of a copy of the data in real time or at intervals of not more than 120 seconds from the time they were generated or modified on the main database. The data copy must be stored at a geographically distinct site from the main site;
3. the implementation and management of its own **telecommunication connection network** for the transfer of information, as well as the modalities of dialogue with the **centralised system**, in compliance with the technical specifications set out in this document and in the communication protocols;

4. the adaptation of the **concessionaire system** in the event of regulatory changes or changes defined by the ADM;
5. the exchange of information with the **centralised system**;
6. the establishment and management of a website owned by the **concessionaire**, which is accessed via an internet domain registered by the **concessionaire**, the first level extension of which must necessarily coincide with Top Level Domain '.it';
7. the implementation and management of any **apps** for displaying the types of game offered and the management of each game;
8. the implementation and management of a **gaming account system by the concessionaire** for player registration and for access to his or her gaming account;
9. the acceptance and charging of the bet or the stakes, including any bonus amount used by the player to participate in the game; the above operations must provide for the simultaneous transmission to the **centralised system** of the balance of the gaming account, showing the share of the remaining bonuses;
10. the verification of the stakes made and any winnings or refunds, the payment of the winnings and the crediting thereof, including any bonus amount that may be won, after validation by the **centralised system**; the above operations must provide for the simultaneous transmission to the **centralised system** of the balance of the gaming account, showing the share of the remaining bonuses;
11. the display of the bet summary data, which must include:
  - a) only the unique code allocated by the **centralised system** when validating the participation receipt or the right to participate and the amount of the corresponding debit to the account;
  - b) the gaming account identification number and the tax code of the gaming account holder, in accordance with the procedures laid down in the legislation in force;
  - c) any further information related to the bet;
12. the keeping of analytical details of the movements and bets made, in accordance with the requirements of the legislation in force, also in order to provide the player with evidence of the analytical detail of his/her gaming account in which all movements, including the amounts, must be reported, with the relative reasons for determining the balance;
13. the submission of a request for the storage of a deposit, withdrawal, bonus allocation and gaming account adjustments.

Movement of the gaming account is allowed only following correct storage by the **centralised system** of all the activities described;

14. compliance verification by one of the entities identified by the ADM of the **concessionaire's system**, including all its components, among them the website and the **apps**.

The **concessionaire** must also:

- describe the **concessionaire's system** and its own **telecommunication connection network** for the transfer of information in the technical report to be sent to the ADM prior to the notification of the start of the **telecommunication network**; an updated version of this technical report must be sent to the ADM following extraordinary and/or organisational maintenance;
- forward any additions to the technical report to the ADM within 10 days of the date when the request is made.

## 1.2 CONTENT OF THE TECHNICAL REPORT

The technical report shall include on all pages a heading consisting at least of:

- the title;
- the version;
- the date;
- a concession code;
- the **concessionaire's** company name.

The technical report must be compulsorily drawn up in accordance with, at least, the structure indicated:

1. a list of any revisions and modifications compared to the previous version;
2. the **concessionaire's system**;
3. the solutions adopted for the management of the activities entrusted under concession, with evidence of any activities entrusted to a **service-providing concessionaire**;
4. **the concessionaire's gaming account system**;
5. **the gaming systems**
6. **the gaming platforms**
7. **the gaming applications**

8. **the game acceptance system**
9. the **telecommunication connection network** for the transfer of information and all necessary connections for the dialogue between the components, including the intervention times in the event of a malfunction;
10. the **system for the presentation of the game offer** (website and **app**);
11. the location of the components;
12. the logical, physical, perimeter and environmental safety;
13. the security of the technological equipment;
14. the monitoring systems, including automatic service level detection tools and the reporting used;
15. the operational procedures to support the services provided;
16. the security and privacy measures applied to the personal data processed;
17. the roles and responsibilities.

For each **gaming system**, including those that may be provided by a **service-providing concessionaire**, the **concessionaire** must describe in detail all the **gaming platforms** which comprise it and, for each platform, the **gaming applications** made available to the player for the provision of the various games, including how all components are interconnected. In addition, for each **gaming system**, it must always describe the **game acceptance system**.

For the **gaming platforms** and the **gaming applications**, the **concessionaire** must indicate the producer's company name, tax code and VAT number, if different from the **concessionaire** itself.

The **concessionaire** must indicate the internet domain used by the players to access the provision of game offer services and describe exhaustively the organisation of the relevant website and the functionalities implemented. The **concessionaire** must also describe, if there are any, the **apps** linked to its concession, which allow access to the game offer via mobile devices, taking care to comprehensively describe the features implemented.

The **concessionaire** must describe the technological and organisational solutions adopted to minimise the risks associated with data loss, damage, theft or compromise, including with a view to ensuring continuity of service and, in the event of interruption of activities, restoring them without any loss of data. The procedures for the automated integrity verification of the components of the **concessionaire's system** must also be described.



It is also necessary to describe the mechanisms for protecting the **telecommunication connection network** and the information transferred via this network.

**Concessionaires** operating as a **service-providing concessionaire** are required to describe how they produce the components of each **gaming system** they wish to make available to **concessionaires**.

## 2. EXCHANGE OF INFORMATION BETWEEN THE CONCESSIONAIRE'S SYSTEM AND THE CENTRALISED SYSTEM

For the exchange of information between the **concessionaire's system** and the **centralised system**, the **concessionaire** must measure and ensure the operation of the **telecommunication connection network** between the **concessionaire's system** and the **centralised system** and use it in accordance with the technical specifications set out in this document and in the communication protocols.

The exchange of information between the **concessionaire's gaming account system** and the **centralised system** is carried out exclusively by the **concessionaire**.

If the **concessionaire's system** contains the **gaming system** of a **service-providing concessionaire**, the exchange of information between the **gaming system** and the **centralised system** is carried out by the **service-providing concessionaire**; in all other cases, the exchange of information shall be carried out directly by the **concessionaire**.

The **concessionaire**, if it makes use of such, must enter into a contract with the **service-providing concessionaire** which provides for, inter alia, the possibility for the **concessionaire** to terminate the contract in case of service levels which are inadequate compared to those agreed upon, as well as a guarantee that it can at any time have game data of its own.

### 3. RULES FOR TECHNICAL VERIFICATION OF COMPLIANCE

The **concessionaire**, in order to collect the game types referred to in Article 6(1) of Legislative Decree No 41 of 25 March 2024, must, through the IT procedures made available by the ADM, require the technical verification of compliance by one of the Verification Bodies contracted by the ADM or, in the cases provided for, by SO.GE.I. S.p.A., providing that which is necessary.

The technical verification of compliance shall, at least, verify compliance with the requirements of this document, using at least the following methodologies, if provided for by the individual type of game:

- a) an analysis of the source code;
- b) a documentary analysis with reference to each component;
- c) compliance testing, including by means of simulation tools and procedures, with respect to each component;
- d) verification of correct communication and integration between all components of the **concessionaire's system**;
- e) verification of correct communication between the **concessionaire's system** and the **centralised system**;
- f) verification of the correct implementation of the gaming regulations;
- g) RNG (random number generator) statistical tests;
- h) analysis of the mathematical model including how winnings are distributed.

The technical verification of compliance shall determine the outcome of the activities carried out, identifying, where provided for by the individual type of game, for each component:

- a) identification data and associated hardware and/or software modules;
- b) files deemed critical;
- c) the results of statistical analyses performed on the RNG;
- d) the types of jackpots available;
- e) the percentage of winnings distributed to the player, distinguishing from it the proportion of winnings intended for the jackpot;
- f) the probability of winning;
- g) the result of analyses conducted;

In case changes are intended to be made to the components of the **concessionaire's system** that have already been verified with a

positive outcome, in order to ensure the compatibility of the amendments with the technical rules referred to in this document, a request must be made to a Verification Body or, in the cases provided for, to SO.GE.I. S.p.A., which shall proceed with a new technical verification of compliance, where necessary.

The collection for games referred to in Article 6(3) of Legislative Decree No 41 of 25 March 2024 shall be carried out only following certification by the ADM, containing the positive outcome of the verification or the results thereof, and must comply with the certification.

In the event of malfunctioning and/or modification of the **concessionaire's system** compared to what is specified in the certification, the **concessionaire** must identify the causes promptly by means of the monitoring tools available, taking care to identify in detail and comprehensively the technical problem involved, how the anomaly is to be managed and how to restore the correct functioning of the **concessionaire's system** or one of its components.

In the event that the continuation of the collection and gaming activity is not prevented, the **concessionaire** must, as soon as possible, resolve the problems that have arisen and eliminate the anomalies, including by means of changes to the **concessionaire's system**.

If, on the other hand, the continuation of the collection and gaming activity is prevented, the **concessionaire's system** must perform what is required by the integrity verification procedures as described in this document, and the **concessionaire** must specifically communicate the event to the player and the ADM. Any possible full refund of the stakes shall, in any event, be borne by the **concessionaire**.

The fees specifically related to activities of the technical verification of compliance shall be borne by the applicants.

**PART TWO**

**TECHNICAL REQUIREMENTS**

#### 4. CONCESSIONAIRE'S SYSTEM

The **concessionaire's system** is comprised of:

- gaming system(s), dedicated to the provision of gaming services, consisting of:
  - gaming platform(s) containing the individual **gaming applications**;
  - **the game acceptance system**;
- **the system for the presentation of the game offer** (website and/or **app**);
- **the concessionaire's gaming account system**;
- the accounting system for determining the amounts due in accordance with the legislation in force;
- the monitoring and control system, including in automatic mode, of the hardware and software infrastructure enabling all components to function properly;
- **the telecommunication connection network** for the transfer of information.

All components of the **concessionaire's system** must use Coordinated Universal Time (UTC) as the reference time unit.

The resources needed for the deployment of the infrastructure of the **concessionaire's system** must be located within the territory of the European Economic Area, even if implemented with cloud computing solutions. Any cloud computing solutions must meet the technical requirements and characteristics laid down by the Agency for a Digital Italy (AGID) and the National Cybersecurity Agency (ACN) in order to qualify to be provided to the Public Administration and must guarantee that all the information requested by the ADM is fully available for monitoring and control activities.

In particular, the digital sovereignty of the data must be ensured, with the obligation to operate in full compliance with the rules on data residency, data transfer, data access and data security, which must be encrypted both during the transfer and once stored.

The architecture of the **concessionaire's system** must provide maximum guarantees in terms of capacity, availability, scalability, performance, safety and controllability. This architecture must also guarantee continuity of service through high-reliability solutions, obtained through the redundancy of all components and the use of technological and organisational solutions that provide for service restoration without any loss of data.

The **concessionaire's system** must have features capable of preventing data loss, damage, theft or compromise and the interruption of activities, including through the correct arrangement of equipment and the protection thereof in order to reduce the risks arising from environmental threats and hazards, as well as unauthorised access.

The individual functionalities of the **concessionaire's system** must be carried out by modular development techniques that allow the individual system components to be clearly identified.

During gaming operations, updates of databases must be carried out by means of transactions done at the same time as the operation carried out, ensuring that the operation is carried out correctly and in full, as well as ensuring the traceability of the activities carried out, acting in a timely manner where anomalies or discrepancies are detected with respect to the normal flow of execution of the activities. Each transaction must strictly comply with the rules described in the individual communication protocols.

The **concessionaire's system** must allow for the collection, management of gaming operations and dialogue with the **centralised system** in accordance with the technical specifications set out in this document and must also have features capable of:

- guaranteeing the processing of information in accordance with existing legislation on the processing of personal data, including through the proper removal or overwriting in a secure manner of storage media containing sensitive data prior to their possible disposal.

In particular, security measures must be taken to comply with the parameters of the processing of personal data, managed in the capacity of data subject or controller, in accordance with the provisions of the legislation on the protection of personal data in order to protect data and copies thereof with the aim of ensuring their confidentiality, integrity, availability and authenticity;

- ensuring the monitoring of the activities of all components through the use of audit logs for the chronological recording of the **concessionaire's system's** operators' and administrators' activities, the protection of such logs against alteration and unauthorised access, the use of logs for error management in order to take appropriate corrective action;
- ensuring properly documented backup policies;
- protecting the integrity of components and information, including through automatic mechanisms that prevent them from being

altered. The components of the **concessionaire's system** must be subjected to automated integrity verification procedures providing for blocking mechanisms for the component concerned in cases where such verification fails. In particular, these mechanisms should be applied to individual **gaming platforms** and to the **gaming applications**, as well as to **concessionaire's gaming account system** and the software used to calculate and send the related message digest to the **centralised system**.

Access to the gaming and gaming account management functionalities can only take place after the player has accessed the gaming account, which must be done using his/her own access credentials set during registration. Game features that do not require a cash payment must be made available even without the player accessing the gaming account.

A maximum time out of 20 minutes shall be provided after the player accesses the gaming account which, in the event of inactivity by the user, would inhibit access to the gaming and gaming account management functionalities; this is without prejudice to the possibility for the user to set a different value autonomously, which however must be less than 60 minutes.

The user session ends in the following cases:

- a) if the player notifies the **concessionaire's system** of the end of the user session;
- b) if the time-out limit is exceeded;
- c) if there are conditions determined by the **concessionaire** and documented requiring the end of the user session;
- d) in case of forced closure of the site or **apps**.

In cases where the user session ends, leading to the interruption of a gaming activity, the resumption of the interrupted activity must be ensured when accessed again, while always safeguarding the normal conduct of the game.

During the user session, provision must be made for the display of specific alerts to be activated whenever spending and/or time limits are reached depending on the age and playing habits of the player; the spending limit may not exceed EUR 100 per user session and the time limit may not exceed one hour.

All the information stored in relation to the last six months, as well as accounting information for the last two years, must be made available in real time for the purposes of monitoring and control by the ADM. After that period of time, such information, if no longer available in



real time, must nevertheless be kept for at least the following five years, ensuring its integrity, legibility and access.

It must be possible to make specific queries on this information in real time, with user-definable time intervals for each individual component of the **concessionaire's system**, with the possibility of displaying, within a maximum limit of 48 hours, the result of the queries made and exporting the result of these queries.

The player must be provided with a self-exclusion feature from the game or from one or more of the types referred to in Article 6(3) of Legislative Decree No 41 of 25 March 2024, with the option of temporary and permanent self-exclusion. This functionality must also be present in the **system for the presentation of the game offer**.

The player must also be provided with a permanent self-exclusion revocation functionality, which must be available no earlier than nine months after the moment of self-exclusion. Any reactivation at the request of the player following nine months from a permanent self-exclusion shall take place seven days after the notification has been sent to the concessionaire. A temporary self-exclusion can be converted into a permanent one at the request of the player.

Self-exclusion can be done for the individual **concessionaire** or crosswise for all concessionaires. In addition to not being able to play, a self-excluded player cannot open new accounts and cannot make deposits and receive bonuses. The **concessionaire** may only cross-self-exclude natural persons who have or have had an account with that **concessionaire**

In the event of self-exclusion, it must be ensured that, with immediate effect, the automatic disconnection of all active user sessions is carried out at the same time and this self-exclusion is communicated to the **centralised system**; the completion of any gaming activities already started prior to self-exclusion must always be ensured. In any case, it must be possible for the player to access his/her own gaming account in order to manage it.

The creation of a gaming account must not be permitted for a player who, at the time of the request for creation, is self-excluded from the game.

The player must be provided with a feature that allows imposing self-limitations for the game, within a time period that can be daily, weekly, monthly or annual, in terms of time (understood as the time elapsed between the start and end of user sessions), spending (understood as amounts played minus amounts won and reimbursed), loss of money (understood as deposits minus withdrawals made) and deposits. This

functionality must also be present in the **system for the presentation of the game offer**. The limits set shall not have an indeterminate value.

Deposits to the gaming account must be made by means of payment tools that ensure the traceability of the cash flows **or, if carried out at a retail outlet and within the total weekly limit of EUR 100, in cash or other payment tools**; withdrawals from the gaming account must be made by means of the payment tools already indicated above by the gaming account holder to the **concessionaire** and already validated by the latter.

If the limits set by the player are exceeded, it must be ensured that, with immediate effect, any gaming activity is prevented in all active user sessions and that appropriate communication is made to the **centralised system**; the completion of any gaming activity that has already started before the limits set by the player have been reached must always be ensured.

In any case, it must be possible for the player to access his/her own gaming account in order to manage it and possibly to change the limits set. If the limits are changed to more restrictive ones, the new values must have immediate effect; otherwise, the change shall take effect from the following seventh day, unless the change involves parameters set when the account was first activated, in which case the change shall take effect from the following day.

In the event of self-exclusion by the player, the self-limitation values set by the player must remain valid even in the event of subsequent revocation of the self-exclusion.

Additional self-limitations for the game, other than the previous ones, may be set by the **concessionaire**; in that case, the information must be notified to the player at least seven days in advance.

The **concessionaire system** must include features to suspend/block access to the player in the cases provided for in the gaming account contract. These features must allow the reasons for suspension/blocking to be stored in a computerised record.

For the duration of the suspension/blocking period, the player cannot be prevented from withdrawing the winnings from his/her gaming account, except in cases where the reason for the suspension/blocking prohibits such a transaction.

The **concessionaire's system** must not induce or force the player to complete the activities initiated during the use of the site or **apps**.

## **5. GAMING SYSTEM**

The **gaming systems** must group together the types of game referred to in Article 6(1) of Legislative Decree No 41 of 25 March 2024, as follows:

- 1) fixed-odds betting on sporting and non-sporting events and fixed-odds betting with direct interaction between players;
- 2) bets on simulated events;
- 3) fixed-odds and totalisator betting on horse racing;
- 4) sports-based betting pools and non-horse-racing totalisator betting;
- 5) national horse races and horse racing competitions;
- 6) games of skill, including card games in tournament and non-tournament modes, as well as fixed-odds games of chance and remote bingo;
- 7) additional games carried out in virtual or digital modes, including via the metaverse.

Free game simulations may be made available to the player, which must not differ in any respect and must guarantee the same behaviour as that in which money is used, in compliance with the rules of the game.

## **6. GAMING PLATFORM**

**Gaming platforms** in relation to game types which return a percentage in winnings, laid down in the regulations of the individual game types and of the amounts played, must determine the outcome of the bets by means of a random number generator (RNG).

The RNG can be obtained using software programs and/or hardware devices and must not reside in **gaming applications**; random numbers must be generated, for the purpose of determining the results of each bet, respecting the properties of randomness, statistical independence, equivalence, non-reproducibility, unpredictability and non-deductibility; the random numbers and results must not be accessible before they are used by the **gaming application**.

The player must always be able to view the last bet, where provided for by the individual game type, either by a visual reproduction of the bet or by a detailed non-graphical description, providing at least the following information:

- a) the date and time of the bet;
- b) the bet identifier assigned by the ADM, including the timestamp;
- c) the final game result, either graphically or via a text message;
- d) the total amount played and any breakdown thereof;
- e) the amount of any winnings (including any jackpots);
- f) the results of any intermediate stages of the bet.

The replay of matches played in the last six months, not necessarily in a graphical format, must always be guaranteed for the exercise of monitoring and control by the ADM.

## **7. GAMING APPLICATION**

The return of a percentage of the amounts played in winnings (RTP) must comply with the limits imposed by the rules and regulations governing the game.

Games must not be designed in such a way as to give players the false impression that they are more likely to win than they actually do or give players the impression, more frequently than the rules of the game naturally allow, that they are able to win the maximum prize in order to induce them to continue betting.

Each game must be accompanied by the relevant rules (including the specifications for the use of any jackpots, the indication of the RTP and the determination of the game prizes) and game instructions. These rules and instructions must always be available to the player.

All information (visual, audio, written or iconic) of the **gaming application** must be free of obscene, illegal or offensive content.

The name of the **gaming application** must be clearly visible to the player.

The amount of the bet (and, where possible, its equivalent in credits) must be clearly visible to the player. If the game displays the game credits, the conversion value must be displayed to the player.

The **gaming application** must indicate, where applicable, the minimum and maximum amount allowed for the bet, the potential winnings and the result of the game.

Automatic bets or bet sequences are not allowed without explicit acceptance by the player. In particular, it is not permitted to repeat previous bets independently and, at the end of a predefined time, for them to be taken over by the **gaming application** without explicit acceptance by the player (e.g.: repetition of the last stakes).

Each **gaming application** may be disabled and/or deactivated only in the absence of gaming activities.

## 8. GAME ACCEPTANCE SYSTEM

The **game acceptance system** is the component of the **gaming system** linked to **centralised system** via the **concessionaire's telecommunication network**.

Where the **concessionaire** uses the **gaming systems** of a **service-providing concessionaire**, the connection with the **centralised system** takes place via the **telecommunication network** of the **service-providing concessionaire**.

The **game acceptance system** shall include at least:

- an interface with the **gaming platforms**;
- an interface with the **concessionaire's gaming account system**;
- an interface with the **centralised system** for each game type.

The interfaces with **gaming platforms** must be modular and independent for each **gaming platform**.

The interfaces with the **centralised system** must ensure compliance with the relevant communication protocols and each must be modular and autonomous.

The interface with the **concessionaire's gaming account system** of a **service-providing concessionaire** must also ensure dialogue with the **concessionaire's gaming account system** using its own **gaming system**.

## **9. SERVICE-PROVIDING CONCESSIONAIRE**

Where a **service-providing concessionaire** makes available to other **concessionaires** its own **gaming systems**, these must be physically or logically separated, where possible depending on the game type. It shall always be possible to isolate the data relating to each **concessionaire**.

Except where the infrastructure of the **service-providing concessionaire** is made with cloud computing solutions, this infrastructure must not be shared with other **concessionaire service providers**.

## 10. SYSTEM FOR THE PRESENTATION OF THE GAME OFFER (WEBSITE AND/OR APP)

On the website and in the **apps**, at least the following information must be clearly visible:

- the name, legal nature, tax code, VAT number and registered office of the **concessionaire**;
- the concession identifier;
- the **concessionaire's** logo or mark;
- the ADM logo and the 'legal and responsible gaming' logo;
- the prohibition of gambling for minors;
- elements of the game offer, including elements characterising each type of game such as, for example: the cost of participating in the game, any prizes and how they are allocated, how possible bonuses are managed;
- gaming regulations and instructions for participation;
- ways of dealing with cases of malfunctioning;
- the opening hours of the game;
- the procedures and time limits for crediting winnings and reimbursements and for withdrawals from gaming accounts;
- the minimum requirements for player stations for remote gaming;
- the contact details for the player support service;
- the features related to self-exclusion from the game and to self-limitation;
- frequently asked questions;
- links to institutional sites linked to the world of games and, in particular, to that of the ADM;
- the legislation in force on remote gaming and any other ADM measure relating to games covered by it;
- the conventional act of concession;

Within the site and the **apps**, there must also be, in a clearly visible manner and in addition to the prohibition of gambling for minors, notices and/or links containing at least:

- information on potential risks related to gambling and contact details for assistance in case of gambling problems;
- practical and accurate information on games, rules and the likelihood of winning;
- a list of measures on player protection, with the possibility for the player to use such measures;



- a clear link to the terms and conditions accepted by the player by accessing and playing on the website or **apps**;
- a clear link to the personal data protection rules applied by the **concessionaire**;
- a clear link to the ADM website;
- a simple and obvious/visible system to inform the player of the right to lodge complaints against the **concessionaire**; this system must include a link to the ADM reporting portal.

There must always be available on the website and **apps**, for each game of skill, including card games in tournament and non-tournament modes, as well as fixed-odds games of chance and remote bingo, final information concerning periods of time equal to each calendar month of the amount awarded in winnings to players related to the collection. On the website and **apps**, a support service must always be available for issues relating to access to games and use of content.

The site and **apps** must be developed in Italian, except for commonly used technical terms.

Any software functionality necessary for the proper functioning of the site and **apps**, to be installed on the player's devices, shall prevent data loss, damage, theft or compromise and reduce the risks arising from threats from malicious codes, ensuring exclusive connection to the components of the **concessionaire's system**.

## 11. TELECOMMUNICATION CONNECTION NETWORK FOR THE TRANSFER OF INFORMATION

The **telecommunication connection network**, the connections of which must be on behalf of the **concessionaire**, must be based on standard technological market solutions offered by telecommunications operators and implement security technologies capable of ensuring the integrity and confidentiality of the data exchanged while ensuring continuity of service during gaming operations, in all circumstances, regardless of the load on the **concessionaire's system**.

The dialogue between the **concessionaire's system** and the **centralised system** is set by the communication protocols defined and made available by the ADM.

If, for the dialogue between the components of the **concessionaire's system**, proprietary communication protocols are used, such protocols shall have similar characteristics to those required for the transfer of information on the **telecommunication connection network**.

The connection specifications between the peripheral equipment and the location of the **centralised system** at the moment are based on dedicated Lan-to-Lan FastEthernet networks up to 100 Mbps, where Ethernet or FastEthernet are made available on switch Layer3, or on a VPN connection on the Internet linked to the use of specific technologies. The connections made are linked to compatibility with the IT systems of the **centralised system** and must be redundant in order to ensure constant and continuous dialogue between the systems involved.

Where a Public Connectivity System connection is available, this connection can only be used for betting on horse races, for the exchange of information to and from the **centralised system**. The restriction on this type of connection to the Italian national territory alone remains unaffected.

The **telecommunication connection network** needs to be continuously monitored in order to be protected from external threats, so as to maintain the security of systems and applications using the network, including information in transit, which must be protected in order to prevent incomplete transmissions, routing errors, and cyber-attacks of any kind and to ensure the integrity and confidentiality of the messages exchanged.

The implementation of the functionalities required for the operation and collection of games referred to in Legislative Decree No 41 of 25 March 2024 entails a continuous exchange of information, in real time, between the **concessionaire's system** and the **centralised system**,

via the data transmission network to be used exclusively for the operation of the games themselves. To that end, the **concessionaire** must:

1. forward to the **centralised system**, where provided for by the individual game type, information preparatory to the collection of the game in accordance with the communication protocols of the individual game types;
2. collect, in real time, the stakes through its own **telecommunication connection network**;
3. transmit, in real time, to the **centralised system** the game data in order to obtain the unique code for the validation of the participation receipt or the right to participate;
4. move the player's gaming account, following receipt by the **centralised system** of the unique code obtained when validating the participation receipt or the right to participate, by charging the bet or the stakes, including any bonus amount used by the player;
5. forward to the **centralised system**, where provided for by the individual game type, the information necessary to define the status of the bets in accordance with the communication protocols for individual game types;
6. move the player's gaming account, following the positive outcome of a verification by the **centralised system** of the winning or to-be-refunded bets, through the payment of winnings or refunds and the crediting thereof, including any bonus amount that may be won by the player;
7. move the player's gaming account, in the event of a deposit, withdrawal, allocation of bonuses and adjustments to the gaming account only after receipt by the **centralised system** of the positive outcome of the storage request;
8. forward to the **centralised system**, in all cases of movement of the player's gaming account, the balance of the gaming account with evidence of the bonus share.

Where the **concessionaire** uses one or more **gaming systems** made available by a **service-providing concessionaire**, the activities referred to in points 1, 2, 3 and 5 shall be carried out by the **service-providing concessionaire**. For all other activities, the information necessary to carry out those activities, if in the possession of the **service-providing concessionaire**, must be transmitted by the latter to the **concessionaire**.

The information must be transferred in accordance with the communication protocols defined and made available by the ADM, which define the type of data transmitted to the **centralised system** (relating both to individual game types and to the **concessionaire's gaming account system**), the structure of the application messages and the transfer levels used for communication as well as the adopted security standards.

To ensure the authentication, confidentiality and integrity of the data contained in messages exchanged between the **concessionaire's system** and the **centralised system**, the messages themselves must respect the security mechanisms and usage arrangements set out in the communication protocols.

## 12. CONCESSIONAIRE'S GAMING ACCOUNT SYSTEM

The registration of a player, in order to open a gaming account, is subject to communication to the **centralised system** of the data identifying the player and the unique gaming account identification code, as well as validation by the ADM. This gaming account is activated only after the player has confirmed receipt of the unique identification code, the setting of his/her access credentials and the setting by the player himself/herself of the self-limitation parameters of the game which, at the initial activation stage, cannot provide for more than three hours per day (understood as the time elapsed between the beginning and the end of user sessions), spending more than EUR 100 per day (understood as amounts played minus amounts won and reimbursed) and depositing more than EUR 200 per day.

In the **concessionaire's gaming account system**, only one gaming account may be registered for each player.

Gaming accounts held by players of 18-24 years of age must necessarily include, at the initial activation stage, maximum deposit limits not exceeding EUR 50 per day, maximum time limits not exceeding two hours per day (understood as the time elapsed between the beginning and the end of user sessions) and spending not exceeding EUR 50 per day (understood as amounts played minus amounts won and reimbursed).

The **concessionaire's gaming account system** must include multi-factor authentication techniques as the only mechanism for accessing gaming accounts.

After the gaming account has been accessed by the player, the date and time, expressed in hour-minute-second, of the last access shall be displayed.

In all cases where the **concessionaire** considers that an unauthorised attempt has been made to access the player's gaming account, it must notify the player himself/herself in the manner deemed most appropriate to prevent fraudulent use of that account.

The **concessionaire's gaming account system** must provide the possibility for the player to request the closure of his/her gaming account. Any sums held in the gaming account, including those which may be credited after the closure of the account, must be paid to the player in the manner and within the time limits laid down by the legislation in force.

The player's access to a closed gaming account must not allow deposits and/or gaming activities.

Access to gaming accounts that have not been active for three years shall not be allowed.

The **concessionaire's gaming account system** must have features for the management of payment tools.

The **concessionaire's gaming account system**, following the allocation of the unique bet identifier by the **centralised system**, shall account for the related debits and any credits in the event of winnings or refunds, as well as any additional identifying elements of the game.

The **concessionaire's gaming account system**, for each gaming account, must ensure that at least the following information is stored, including the details of each transaction:

- deposits;
- crediting of winnings and refunds;
- debiting for bets or stakes;
- withdrawals;
- total bonuses;
- the bonuses for each game type, the sum of which must coincide with the total bonus.

All of the items listed above together constitute the player's balance.

The amounts requested by the player at the withdrawal stage may not include amounts relating to bonuses.

The bonuses awarded by the **concessionaire** can be used only for gaming activities.

The **concessionaire** must make available and easily accessible to the player the state of use of the bonus and the game requirements necessary to meet the conditions of use of the bonus.

Credits relating to winnings or refunds must be entered in the accounts within one hour of the official certification of the occurrence of the event giving rise to the winning or refund or within one hour of the moment in which the player requests the available sums relating to the acquired participation rights, unless otherwise provided for in the specific regulations relating to individual games.

The sums requested by the player at the withdrawal stage must be made available no later than seven days after the request and with a value date matching the date of the request for the amounts which the player has requested to withdraw from the gaming account, unless otherwise provided for in the specific regulations relating to individual games.



The **concessionaire** is responsible for the correct accounting and making available to the player in the agreed manner no later than seven days after the withdrawal request and with a value date matching the date of the request for the amounts which the player has requested to withdraw from the gaming account, unless otherwise provided for in the specific regulations relating to individual games; it shall also ensure clear and transparent information on the modalities and time frames of the withdrawal procedures on its website and on any other remote website and channel used.

Only payment tools that ensure the traceability of the cash flows and in the name of the gaming account holder shall be used for deposit and withdrawal transactions. **When carried out at a retail outlet and within the total weekly limit of EUR 100**, deposit transactions can be made **in cash or other payment tools**.

**In addition to storing the details of the payment tool used, the operator's gaming account system must have control mechanisms in place to prevent the limit of EUR 100 per week from being exceeded.**

Technical measures must be adopted relating to the geo-localisation of IP addresses of devices used by individual players; access to sites and/or **apps** managed directly by the **concessionaire** or through parent companies, subsidiary companies or affiliated companies offering gaming services other than those permitted by the **ADM** must be prevented; the provision of games referred to in Article 2(1)(a) to (f) through sites other than those operated by the **concessionaire** in accordance with the provisions of the **concession**, even if managed by the **concessionaire** itself directly or through parent companies, subsidiary companies or affiliated companies, must be prevented.

The **concessionaire's gaming account system** must immediately and automatically make available to the player a record of the transactions carried out in respect of a period of at least 30 days or, in the case of requests for longer periods, the **concessionaire** must make this information available within a time frame set by the **concessionaire** itself. This report shall include, in chronological order, the following minimum elements for each operation carried out:

- a timestamp of the operation carried out;
- the type of game;
- the cause of the operation carried out;
- the amount of the bet;
- the amount of any winnings and/or refunds;
- the unique identifier of the participation receipt or the right to participate issued by the **centralised system**;

- information relating to deposit operations;
- information relating to withdrawal operations;
- information on bonuses awarded;
- any further details relevant to the clarification of the transaction carried out.

The **concessionaire's gaming account system** must:

- maintain a system log containing all authorisation numbers issued by service operators following the transaction approval;
- have functionalities capable of automatically identifying gaming accounts that have not been active for three years and the amounts to be transferred to the Treasury, taking care to report this information at the same time to the **centralised system**;
- maintain a computerised record of gaming account transactions, storing all of the following information, which can also be accessed through simple reporting tools:
  - data on the identity of the player (including the results of the verification of the player's identity);
  - details of the gaming account and the up-to-date balance;
  - changes to gaming account data, including associated payment instruments;
  - consent to the use of personal data under privacy law;
  - the self-limitations imposed by the player himself/herself since registration;
  - the self-exclusions imposed by the player since registration;
  - details of any previous gaming accounts held by the player, including the reasons for closure;
  - the deposit/withdrawal history;
  - the betting history with information on at least the game type, the bet placed, the amount of the stakes and any corresponding winnings and/or refunds.

The **concessionaire's gaming account system** must be able to generate the following reports through reporting tools:

- a list of all gaming accounts at a certain date that can be set by means of the reporting tool; the result of this list must contain information on the status of the gaming account (open, closed, suspended or not active for three years) and any date of change



of state, the first name, surname, tax ID, player identifier and date of registration;

- a list of all gaming accounts, at a certain date, that can be set by means of the reporting tool, where one or more deposits, withdrawals or winnings of the player exceeded a certain limit. The limit must be related to individual transactions, as well as for all transactions, for a period of time defined by the user.