

## **Frequently asked questions on the requirements for determining a deviating maximum amount pursuant to Section 6c (1) sentence 3 GlüStV 2021**

Ladies and Gentlemen,

Pursuant to Section 6c (1) sentence 2 GlüStV 2021, the cross-provider deposit limit may not exceed EUR 1,000 per month. According to sentence 3 of the provision, in order to achieve the objectives of Section 1 GlüStV 2021, the licence may stipulate that and under what conditions the licence holder may set a different amount in individual cases with cross-provider effect. The Administrative Board of the GGL has issued a decision-making guideline to regulate the conditions under which a deviation from the statutory principle is possible ("whether"). The specific form ("how") was regulated by GGL by means of a decision following a corresponding application.

Among other things, certain questions about this decision are frequently asked by licence holders. You will find answers to these frequently asked questions in the following overview.

### **1. Where can I find the decision guideline?**

The decision guideline for the determination of a deviating maximum amount pursuant to Section 6c para. 1 sentence 3 GlüStV 2021 can be viewed on the GGL homepage (<https://www.gluecksspiel-behoerde.de/images/pdf/DecisionGuideline%20for%20the%20determination%20of%20a%20deviating%20maximum%20amount.pdf>).

### **2. In increase level 1 (limit of up to 10,000 euros), players are required to set an individual monthly loss limit of no more than 20% of the individual stake set, whereby the amount must not be less than 1,000 euros. What does the stake relate to? Is it a dynamic loss limit? What do I do as a provider if I have not set the cross-provider deposit limit for a player myself?**

The loss is the counterpart to a gain. Only one of the conditions can exist at any one time. Loss and win are mutually exclusive. Both a loss and a win can only result from a bet (see Section 6d (2) GlüStV 2021 including explanations of the terms). A relative loss limit

therefore always assumes an absolute betting limit. The relative indication of the betting limit ("20%") therefore refers to the absolute amount that was set for the player within the betting limit. The requirement "whereby the amount of 1,000 euros" defines that the loss limit does not have to be 20% if 20% of the amount of the stake limit would be less than 1,000 euros. In order to prevent the 20% from being circumvented, the amount of the deposit limit and the amount of the stake limit are also synchronised. However, this is also only an upper limit. The player can also opt for a betting limit that is lower than the amount of the deposit limit. In addition, all limits are synchronised, as they would otherwise expire. The monthly cross-provider deposit limit as the original reference point therefore stipulates that both the loss limit and the stake limit are based on a monthly calculation.

In the following examples, it is assumed that the amount of the deposit limit is the same as the stake limit and that the player always makes use of the 20% rule or the exception.

1. Example:

Player A has a cross-provider deposit limit set by provider Z

- i. of 8,000 euros. The maximum amount of the stake limit is also 8,000 euros. 20 % of 8,000 euros corresponds to an absolute loss limit of 1,600 euros.

2. Example:

Player A has a cross-provider deposit limit set by provider Z

- i. of 2,000 euros. As a result of the loss limit to be set by Z, he may mathematically lose a maximum of 400 euros. However, the last half-sentence of the ancillary provision ("whereby the amount must not fall below EUR 1,000") applies to all fixed cross-provider deposit limits up to EUR 4,999.99, i.e. in these cases the loss limit can be EUR 1,000 in absolute terms, although this would be more than the 20% stipulated in principle for all deposit limits below EUR 5,000.

The 20% rule only applies for a cross-provider deposit limit of 5,000 euros or more. The reference point for the calculation is then the amount of the stake limit, which may not exceed the amount of the fixed cross-provider deposit limit.

### 3. Example:

Player A has a cross-provider deposit limit set by provider Z

i. of 8,000 euros. However, A now also plays with provider X and deposits 2,000 euros there. The maximum loss limit to be set by X for A is 1,000 euros (see example 2).

Player A's loss limit to be set by Z is still 1,600 euros (see example 1).

X can only utilise the information that he knows. As he has not set the cross-provider deposit limit for Player A himself, his only point of reference in this case is the specific deposit, which shows him that a player there has an increased cross-provider deposit limit of at least EUR 2,000. However, as these 2,000 euros are less than 4,999.99 euros, the last half-sentence of the provision ("*whereby the amount must not be less than 1,000 euros*") applies,

i.e. the loss limit for A at X is EUR 1,000. Nothing changes for provider Z compared to example 1, as he has set the limit.

### 4. Example:

Player A has a cross-provider deposit limit set by provider Z

i. of 8,000 euros (as in example 1). However, player A now also plays with provider X and deposits 7,000 euros there. Player A's loss limit to be set by provider X is now EUR 1,400. The loss limit to be set by provider Z for player A is still 1,600 euros.

The explanations in example 3 apply, with the difference that A has deposited an amount of EUR 4,999.99 with X.

3. ***Are the requirements also complied with if, for example, due to different payout ratios for the different forms of gaming and thus different effects of the betting limit, instead of a synchronisation between the amount of the deposit limit and the amount of the betting limit, a synchronisation is alternatively achieved?***

***is synchronisation established between the amount of the deposit limit and the loss limit to be set?***

Yes, as an alternative to the implementation listed under point 2, such a determination of the 20% loss limit is also compatible with the Decision Guideline if the following conditions are met:

In this implementation variant, the 20% loss limit to be set for the player may not exceed 20% of the "further" betting limit to be set. In addition, the 20% loss limit may not exceed the amount of the deposit limit set by the player in accordance with Section 6c (1) sentence 3 GlüStV 2021. In the event that another organiser has set a different maximum amount, it may be set at a maximum of the maximum possible deposit of the respective player known to the organiser. The "further" stake limit to be set by the organiser is also limited in amount. The limit is calculated from the odds of the games/bets approved by the organiser (see examples).

Further participation in the game by a player for the relevant time reference base, which is also based on a monthly calculation, must always be excluded by the organiser if the player reaches either the set 20% loss limit or the set "further" stake limit. Participation in the game may also no longer be made possible if provider-related limits pursuant to Section 6c (2) GlüStV 2021 have been exhausted. The player can also opt for a provider-related loss limit that falls short of the amount of the deposit limit and thus also the amount of the 20% loss limit. In this respect, the lowest limit always applies. In the calculation, interim winnings can be deducted from the stakes. Amounts of money that are still in the gaming account from the previous month may not be taken into account.

**1. Example:**

With an average RTP of 94% in virtual slot machines, for example, a stake of 1,666.67 euros is required to suffer a loss of 100 euros. This means that each euro lost is wagered 16.67 times. With a deposit limit of €5,000 and an assumed amount equal to the 20% loss limit, the organiser would have to set the stake limit at €83,350.00.

## 2. Example:

With an average RTP (hold) of 85% in the sports betting sector, for example, a stake of 666.67 euros is mathematically necessary to suffer a loss of 100 euros. This means that each euro lost is wagered 6.67 times. With a deposit limit of €5,000 and an assumed amount equal to the 20% loss limit, the organiser would have to set the betting limit at €33,350.00.

## 4. ***Is it permissible for no loss limit to be set initially? Is it permissible to set a loss limit of 20% of the stake at a later date? Is it correct that this loss limit only applies to players with an increased cross-provider deposit limit?***

The setting of the individual monthly loss limit of a maximum of 20% of the individually set stake is a mandatory prerequisite for being allowed to deviate from the deposit limit. A later determination means that no increased cross-provider deposit limits may initially be granted. This regulation only applies to the cases regulated in the decision when determining a deviating maximum amount in accordance with Section 6c (1) sentence 3 GlüStV 2021.

## 5. ***In which cases is there an obligation to report to the GGL outside of the reporting obligations?***

In accordance with ancillary provision no. 8c, if the requirements for setting a multi-provider deposit limit of over EUR 1,000 subsequently cease to apply or in the event of a risk of gambling addiction in accordance with the requirements set out in the ancillary provision, the competent licensing authority must be informed immediately by e-mail to LUGAS@gluecksspiel-behoerde.de the competent licensing authority of the last cross-provider limit known to the licence holder and set by the player, together with the date of setting and the player's provider-related identifier, and to coordinate further action with the competent licensing authority. The competent licensing authority shall inform the player whether the limit is to be set immediately to EUR 1,000 or to a previously selected lower limit.

A distinction must be made between this and the obligation to register in accordance with 8 b) dd). This requires the registration of players who fulfil the basic requirements of 8 d) and have a limit of

have an enhancement level 2. For these players, a report must be made to the competent authority immediately, stating the information and the measures already taken or planned, if 3 or more of the parameters listed in the notice are met within a period of 90 days. In this case, the notification is made regardless of the result of the examination of the provider, which is still required in individual cases.

**6. *Are players with an increased cross-provider deposit limit who have hit 3 or more of the markers of harm mentioned in the notice automatically at risk of gambling addiction, so that a third-party ban would have to be applied for immediately due to Section 8a GlüStV 2021?***

No, such an automatic mechanism cannot be inferred from the ancillary provision. The passage "If 3 or more of the parameters listed above are met within a period of 90 days, a risk of gambling addiction is to be assumed." states that if the requirements are met, a consolidation of circumstances has taken place, which is why a risk of gambling addiction must be assumed in principle, but only an individual examination of the individual case, which must be carried out by the provider, can confirm or avert this suspicion. Only if it is determined after this examination that the triggered markers are also justified and therefore the player is also materially at risk of gambling addiction must a notification be made in accordance with ancillary provision no.

8.c. and, incidentally, a third-party ban in accordance with Section 8a (1) GlüStV 2021 can also be initiated.

**7. *Do the markers listed in the notice also apply to players without an increased cross-offer deposit limit?***

No. The provisions in the decision on the requirements for determining a deviating maximum amount pursuant to Section 6c (1) sentence 3 GlüStV 2021 relate exclusively to the cases specified in the decision.

**8. *On what substantive basis are the markers mentioned in the notification based?***

To ensure player protection, the licence holder must monitor players with higher deposit limits in accordance with the criteria specified in the decision. These criteria are justified due to the increased risk of addiction.

The markers of harm listed are justified in the decision and reflect the current state of scientific knowledge. Various markers also correspond or correspond to the diagnostic criteria for gambling addiction listed in the DSM-5. All markers in the decision can also be found in the working papers of the CEN group, a group of experts currently working on a Europe-wide standardisation for the identification of markers of harm in the area of online gambling.

**9. *What should an organiser do if they discover that a player has been granted an increased cross-provider deposit limit by another organiser?***

This case is regulated in ancillary provision no. 8e and addresses the special features of a cross-provider limit system. The licence holder may only allow players who have not set an increased cross-provider deposit limit to make deposits that exceed the sum of EUR 1,000 in one month by applying the requirements set out in the decision accordingly. As soon as payments made to her in one month would exceed the sum of 1,000 euros per month, the requirements of increase level 1 must be met. The same applies to increase level 2 if payments made to her would exceed the sum of 10,000 euros in one month.

**10. *When do the monitoring obligations imposed in No. 9 above cease to apply?***

The monitoring obligations imposed under No. 9 shall only cease to apply if the Organiser becomes aware of a corresponding reduction in the cross-provider payment limit by the same means.

1. Example:

A player sets his cross-provider deposit limit at the respective organiser to a maximum of 1,000 euros.

2. Example:

The Organiser sets the player a provider-related deposit limit of 1,000 euros per month.

**11. *How does the authority use the term "online poker" in the context of online poker? "Session"?***

A session in poker begins with the use of real money in the cash game and tournament chips in tournaments. This also includes the posting of blinds/ante. A session exists as long as there is active play. Active play is when the player participates in the poker game for at least 15 minutes. If there is a break of more than 15 minutes between two bets (blinds/ante also count as a bet), a new session begins with the last bet made.

Head of department 2

Joint gambling authority of the  
federal states