



The Danish Gambling Authority's guide on sales promoting arrangements

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1 Introduction

This guide is aimed at gambling operators and other relevant stakeholders. The guide is a supplement to the gambling legislation's chapters on sales promoting arrangements.

If a gambling operator offers consumers a sales promoting arrangement, various requirements must be met in this connection. The rules on this are stated in the Executive Order on online casino chapter 9, Executive Order on land-based betting chapter 4 and Executive Order on online betting chapter 8.

This guide expresses how the Danish Gambling Authority interpret the provisions on sales promoting arrangements and which practices are legal according to the Danish Gambling Authority's assessment. The Danish Gambling Authority will use the guide in monitoring licence holders' compliance with the rules in the executive orders mentioned. The provisions on sales promoting arrangements are interpreted in accordance with the practice of the Danish Marketing Practices Act.

The examples mentioned in the guide serve as a practical guide. The examples are measures aimed at defining and illustrating how the rules are understood in practice. It is emphasised that these are merely examples of how sales promoting arrangements *can* be made. The guide expresses the Danish Gambling Authority's general recommendations in relation to typically occurring marketing situations for promotional arrangements. However, it will always depend on a specific assessment of whether a sales promoting arrangement is made in accordance with the rules of the gambling legislation. It is the courts that ultimately decide whether the provisions have been violated.

The guide is not exhaustive and will be updated regularly by the Danish Gambling Authority. The update will mainly be based on the developments in the set of rules and in practices.

It should be noted, that the rules on marketing of gambling activities apply to all parties that market gambling products and not only gambling operators. This means that the rules also apply to affiliates.

2 Definition of sales promoting arrangements

The concept of “sales promoting arrangements” is not defined in the gambling legislation’s executive orders nor in the preparatory works to the Danish Act on Gambling.

The definition in this guide therefore only expresses how the Danish Gambling Authority interpret sales promoting arrangements and which practice is applied by the Danish Gambling Authority in the future.

The Danish Gambling Authority assess that sales promoting arrangements include all those measures offered by a gambling operator to consumers with a commercial intention, regardless of whether separate payment is required.

A sales promoting arrangement will typically be measures used for a limited time period under certain conditions and which usually are intended to promote the sale of goods by offering the consumer the impression of a financial advantage, for example by offering a welcome bonus.

Below are examples of sales promoting arrangements. The list is not exhaustive.

- Bonus offers
- Free promotional gifts
- Free bet/ Free spin
- Competitions
- Draws
- Today's/ this week's/ this month's offer, for example "World Cup offer"
- Price reduction e.g. 50% off spins
- Favourable odds to selected players

The Danish Gambling Authority are of the opinion that the term must be interpreted broadly, which is why other and new marketing methods are also taken into account and in principle covers any measures taken to attract new players and retain existing players.

2.1 Special requirements regarding cashback, bonus and loyalty programmes

The Danish Gambling Authority assess that cashback, bonus and loyalty programmes in some cases can be sales promoting arrangements, while in other cases, it is considered a part of the prize structure.

If the system is a permanently integrated part of the gambling operator’s provision of gambling and is offered to all players on equal terms and conditions regardless of how much money is spent and does not increase if the player spent more money, it speaks in favour of considering the system as a part of the prize structure. Especially if the customer cannot opt out of the system.

However, if the system only rewards a particular group of players or it only applies to particularly high odds or it only applies for a limited period of time, the Danish Gambling Authority assess that the system is a sales promoting arrangement.

2.2 Special requirements regarding jackpots

The Danish Gambling Authority assess that jackpots offered in connection with provision of casino are considered a permanent part of the game and prize structure, and thus, it is not a sales promoting arrangement, unless the jackpot is reserved for particular players.

3 Guidelines for marketing sales promoting arrangements

3.1 The value of the sales promoting arrangement

A sales promoting arrangement must not have a value or an average value of more than DKK 1,000.

The value of the sales promoting arrangement is calculated at the time when the sales promoting arrangement is offered, for example, if a welcome bonus of DKK 500 for an online casino is offered, the value of the sales promoting arrangement is DKK 500 and not the future winnings. For other winnings than cash, the value must be calculated based on the market value, see more in section 3.1.1.

If the sales promoting arrangement comes with a requirement of a deposit on an account or a stake in a game to obtain the sales promoting arrangement, the requirement for the deposit on the account or stake in the game must equal 100 per cent of the value of the sales promoting arrangement offered.

In practice, this means that if a sales promoting arrangement of DKK 500 is offered, the requirement for a deposit on the account or stake in the game, if it is required, must be DKK 500. The sales promoting arrangement must always have the same value as the requirement for deposits on the account or stakes in the game. Accordingly, this means that 25 free spins cannot be offered in connection with the above example as the value of the sales promoting arrangement in this case would exceed the requirement of a stake.

See section 3.4.2.5 below on cases where there is no requirement for deposits on an account or stakes in a game to obtain a sales promoting arrangement.

3.1.1 Market value

The market value is the value for which a consumer can usually sell or buy the product concerned.

It is the gambling operator's responsibility to prove that the sales promoting arrangement has the stated market value.

The market value may be difficult to determine in case of a product that is normally not sold or bought on the market, for example a meet and greet with a football player. In this case, it is imperative that the gambling operator considers what it is expected that people will pay for such an experience. These considerations must be documented for later supervision by the Danish Gambling Authority.

3.1.2 When is it one or more sales promoting arrangements?

It depends on a specific assessment when deciding whether there are one or more sales promoting arrangements offered independently of each other.

If the sales promoting arrangement is offered over several days and the player is required to participate all days, the Danish Gambling Authority assess that it is a single sales promoting

arrangement. If it is possible to participate on any day independent of each other, it is considered several sales promoting arrangements.

If several sales promoting arrangements are marketed collectively, it will be considered one sales promoting arrangement.

3.1.3 Special requirements regarding draws and similar

A sales promoting arrangement may be a draw for a prize where the consumer is offered a ticket to participate in such a draw. It may also be a guessing competition in which the consumer must answer correctly a number of questions to participate in the competition to win a prize which is drawn among those who answer correctly.

It can be difficult to determine the value of the ticket or the participation in a guessing competition that must not exceed DKK 1,000. The gambling operator is responsible for accounting for the value of the ticket or the participation. The value of the ticket depends on the total value of the prize pool. If 200 consumers are offered to participate in the draw for a car worth DKK 100,000, the Danish Gambling Authority assess the value of the ticket to be DKK 500 (DKK 100,000 divided by 200 consumers). What matters is how many consumers that the gambling operator assesses that the ticket is offered to and not how many consumers accept the offer.

Gambling operators must take special care if participation in a draw or a competition requires a deposit on the account or stake in a game.

In case of a situation where all who place DKK 100 on a given football match participate in a draw for a car, the ticket must have an exact value of DKK 100 equalling the stake in the game.

If a specified group of players, for example all who have placed DKK 100 on a given football match and are subsequently offered to participate in a draw for a car, and where the draw was not known to the customer at the time of the purchase, the draw is considered free and therefore, the value must not exceed DKK 1,000.

It should be noted that direct payment for participation in draws and similar are not allowed, since this is considered a lottery which requires a license.

3.2 Playthrough requirements

If a playthrough requirement is attached to the sales promoting arrangement, it must not be more than 10 times the value of the deposit on the account or stake in the game plus the amount awarded. See section 3.2.1 for special rules on playthrough requirements applicable to commission-based games.

A sales promoting arrangement of DKK 100, which is offered in connection with a deposit of DKK 100 to an account, for example, can involve a playthrough requirement of 10 times, which both applies to the sales promoting arrangement of DKK 100 and for the deposit on the account of DKK 100. In this case, where a playthrough requirement is attached to the requirement for a deposit on the account, the sales promoting arrangement cannot be marketed as free of charge, see section 3.4.2.5.

If a playthrough requirement is attached to the sales promoting arrangement, an example must be provided, which shows the amount to be gambled before any winnings from the game can be transferred to the player's own bank account. The example must be provided in a clear and visible manner directly alongside the offer and must be stated in the currency in which the game is played.

The games that can be played to meet the playthrough requirement attached to the sales promoting arrangement must contribute 100 per cent to meeting the playthrough requirement. Thus, some games cannot contribute 50 per cent regardless of whether this is clearly stated.

The player must have a minimum of 60 days to meet any terms and conditions that are connected to the payout of the sales promoting arrangement, for example the playthrough requirement.

No playthrough requirements must be attached to the winnings gained through sales promoting arrangements. This is regardless of whether the prizes are won in a competition or the prizes are won in a game that requires a license.

If the prize of the sales promoting arrangement for example is free spins, a playthrough requirement must not be attached to these. If the sales promoting arrangement is a "deposit DKK 100 to your account and receive DKK 100" offer, a playthrough requirement can be attached to the deposit of DKK 100 and the sales promoting arrangement of DKK 100.

3.2.1 Special requirements regarding commission-based games

Commission-based games are e.g. poker and betting exchange.

If a playthrough requirement is attached to the sales promoting arrangement offered at commission-based games, there is a special requirement that it must not exceed half of the commission paid by the player.

In fulfilling the playthrough requirement, only the commission with which the player has directly contributed is included. If a player is awarded DKK 100 as a sales promoting arrangement, the requirement for the commission must not exceed DKK 50. The DKK 50 is solely the player's share of the commission.

In case of a pool of DKK 100, where two players have contributed with DKK 50 each, and where the commission is 4 per cent, the commission will only amount to DKK 2 per player, equivalent to the player's share of the commission. The player will additionally have to playthrough DKK 48.

The rules on playthrough requirements mentioned above, except for the rule on a playthrough requirement of 10 times, does also apply to sales promoting arrangements made at commission-based games.

3.3 Who are offered the sales promoting arrangement

Sales promoting arrangements must not be offered to individual players on terms and conditions that differ from offers given to other players. On the contrary, sales promoting arrangements must be offered to all players who gamble within the same set range or who meet another criterion.

A set range may for example be DKK 100 – DKK 200.

Another criterion may for example be players who have previously bet on ice hockey matches, or players residing in Copenhagen.

What matters is that the range or another criterion is set so that the sales promoting arrangement is offered to at least 100 Danish consumers. It does not matter whether all 100 consumers accept the offer, but all 100 must have a fair chance to do so.

In principle, all consumers who are offered the sales promoting arrangement must receive the offer at the same time. There may be exceptions to this, for example if all existing players are offered a birthday offer received on the individual player's birthday. This requires that the gambling operator has at least 100 players upon the start of the offer and that the offer applies for a year.

A player's inactivity with a gambling operator must not be a selection criterion when awarding sales promoting arrangements. Thus, a sales promoting arrangement cannot be offered to all players who have been inactive for a certain period of time.

However, a sales promoting arrangement can be offered to players who have not yet logged in or have not made a deposit. The crucial point is that the player's inactivity does not determine whether the player is offered a sales promoting arrangement. Accordingly, it is allowed to offer all players a sales promoting arrangement, including those who have been inactive.

The gambling operator is responsible for proving to the Danish Gambling Authority the range or criterion selected when offering sales promoting arrangements. The gambling operator is also responsible for proving to the Danish Gambling Authority that at least 100 consumers have been offered the sales promoting arrangement.

The Danish Gambling Authority consider a sales promoting arrangement offered when it has been offered in person, sent via letter, e-mail or SMS. The offer may also be made on the gambling operator's own website, via banner advertisements, via TV commercials, via social media or similar, if it is estimated that the offer will reach more than 100 consumers.

For example, in the gambling operator's assessment of whether the offer is given to at least 100 consumers, it should be included how many has visited the website on which the offer is made, or how many follows the social media account, if the offer is made on this platform.

3.4 Clear and visible information about the offer

When marketing a sales promoting arrangement, all terms and conditions must be provided in a clear and visible manner directly alongside the offer of the sales promoting arrangement. This means that a sales promoting arrangement must be presented and described in a loyal and balanced way in terms of advantages and disadvantages.

By clear is meant that the terms and conditions must appear and be formulated correctly and in such a way that they are understandable and easily legible. This means that the terms and conditions must not give rise to misunderstandings and ambiguities or misinterpretations, and that they should not include unnecessary information that may contribute to confusion and doubt.

By visible is meant that the sales promoting arrangement and its terms and conditions should appear loyal. In assessing this, it must be emphasised that the terms and conditions are written in a way that makes it immediately readable and understandable in relation to font size, font colour and design in general.

3.4.1 Terms and conditions of the sales promoting arrangement

When a gambling operator offers a consumer a sales promoting arrangement, the Danish Gambling Authority assess that the terms and conditions of the offer must be listed directly alongside the offer.

The listing of terms and conditions must be done in a way to appear clear and visible to the consumer to ensure that the consumer is well aware of what he is accepting upon receiving the sales promoting arrangement.

In the list of terms and conditions, conditions and restrictions should be listed in a prioritised order according to their significance.

In the list of terms and conditions, general terms and conditions for gambling with the operator should not appear, for example how to make a complaint. Nor should terms and conditions that do not apply to the specific sales promoting arrangement appear from the list.

Thereby, it is only the terms and conditions relevant to the sales promoting arrangement offered, that should appear from the list of terms and conditions, which appears directly alongside the offer. The purpose of this is to make it as clear as possible to the consumer.

The Danish Gambling Authority assess that the general terms and conditions should be included in an independent section at the end of the list of terms and conditions. It is sufficient to refer directly to general terms and conditions at the end of the list of terms and conditions.

Gambling operators should pay particular attention to the number of terms and conditions attached to a single sales promoting arrangement. The Danish Gambling Authority assess that the sales promoting arrangement may appear unclear if too many terms and conditions apply.

3.4.1.1 Significant terms and conditions

All significant terms and conditions applicable to the sales promoting arrangement must be disclosed at the first presentation of the offer.

It is always up to the gambling operator to determine whether a term or condition is significant or not. In assessing this, it must be considered whether the term or condition is likely to affect the consumer's decision about accepting the sales promoting arrangement.

Below are examples of terms and conditions that are always considered significant according to the Danish Gambling Authority's assessment:

- That a sales promoting arrangement only applies to a limited group of consumers, e.g. new customers
- That there is a playthrough requirement, including an example
- That a minimum stake must be gambled to contribute to the fulfillment of the playthrough requirement
- That there is a deposit requirement
- That not all games contribute to the playthrough requirement
- That there is a time limit to fulfill the conditions attached to the sales promoting arrangement, for example that a playthrough requirement must be fulfilled within a period of 60 days
- That a maximum of X can be won for funds from the sales promoting arrangement
- That there is a maximum stake in the game, for example a stake limit of DKK 50 or 10 per cent of a bonus per stake in the game. If winnings can be confiscated when the limit is exceeded, this is also considered a significant condition.

It should be noted that this is not an exhaustive list and it will always depend on a specific assessment of whether a condition is significant.

In addition, it will not be sufficient merely to state which terms apply, as the term itself must be specified. It will not be sufficient to state that a playthrough requirement applies, it must be specified what the requirement is, for example a playthrough requirement of 10.

Depending on the type of media, there may be cases, where it is not possible to disclose all significant terms and conditions at the first presentation of the offer. In such case, it may be sufficient that they can be found one click away. In relation to media type, a distinction is made between whether it is a media with limited or unlimited space. These are reviewed below.

3.4.2 Types of media

The gambling operator should always consider whether a chosen media type is appropriate to loyally present the sales promoting arrangement.

The guidelines for media with unlimited and limited space are reviewed below.

3.4.2.1 Media with unlimited space

When marketing on its own platforms and media, the gambling operator disposes of the space, which is why the Danish Gambling Authority assess that there is unlimited space to specify terms and conditions of the sales promoting arrangement.

All terms and conditions should this be presented directly alongside the offer, which is, in principle, simultaneously with the presentation of the sales promoting arrangement.

However, the Danish Gambling Authority assess that it is sufficient only to disclose the significant terms and conditions at the first presentation of the sales promoting arrangement if, at the first presentation, direct links for the additional terms and conditions are provided, thereby no more than one click away.

3.4.2.1.1 One click away

By one click away is meant that all terms and conditions must be available only one click away from the first presentation of the sales promoting arrangement. This applies regardless of whether the consumer clicks on the presentation of the sales promoting arrangement.

This means that regardless of where the consumer clicks on a presentation of sales promoting arrangement, the consumer must be directed to all terms and conditions for the sales promoting arrangement.

When the consumer has clicked on the offer and is directed to the full presentation of terms and conditions, it may be necessary that the consumer scrolls to see all terms and conditions. This is considered compliant with the rule on one click away as long as it is clear to the consumer that it is necessary to scroll.

3.4.2.2 Media with limited space

In media with limited space, it is not always possible to reproduce all significant terms and conditions at the first presentation of the sales promoting arrangement. Therefore, in some cases, it is accepted only to state that terms and conditions apply to the sales promoting arrangement.

It always depends on a specific assessment of the not the media provides space for reproducing significant terms and conditions regardless of whether it is a limited space media.

There may be cases, where it is only possible to reproduce some of the significant terms and conditions.

3.4.2.3 Examples of media

In the table below, various media are reviewed as well as the terms and conditions that must be provided upon the first presentation of the sales promoting arrangement according to the Danish Gambling Authority's assessment.

This is only in relation to whether the offer is presented clearly and visibly.

Media	Notes
Media with unlimited space	
Own platform, e.g. website or app	When marketing a sales promoting arrangement on one's own platform, all significant terms and conditions must appear from the first presentation of the sales promoting arrangement. Additional terms and conditions cannot be more than one click away from the first presentation of the sales promoting arrangement.
E-mail	When marketing a sales promoting arrangement via e-mail, all significant terms and conditions must appear from the first presentation of the sales promoting arrangement. Additional terms and conditions cannot be more than one click away from the first presentation of the sales promoting arrangement.
Media with limited space	
Radio	When marketing a sales promoting arrangement via radio, it will suffice to mention that terms and conditions apply. If a deposit is required, this must also be mentioned.
TV and cinema commercials	When marketing a sales promoting arrangement via TV or cinema commercials, it must be communicated via speak and/or text that terms and conditions apply. Significant terms and conditions must be disclosed to the greatest extent possible. The text must always appear readable to the consumer, which is why it must appear on the screen long enough for the consumer to read and understand the text.

SMS	When marketing a sales promoting arrangement via SMS, it must be stated that terms and conditions apply to the sales promoting arrangement. In addition, there must be a link that directs the consumer directly to the offer in full, where significant terms and conditions must appear. The additional terms and conditions must not be more than one click away.
Marketing on a third party website	When marketing a sales promoting arrangement on a third party's website, e.g. banner advertisements, it is usually sufficient to mention that terms and conditions apply. In the marketing must be provided a direct link to the offer in full, where significant terms and conditions must appear. The additional terms and conditions must not be more than one click away. In case of larger advertisements, it is assessed that there is sufficient place to state all or some of the significant terms and conditions in the advertisement.
AdWords	When marketing a sales promoting arrangement via AdWords, it is sufficient to mention that terms and conditions apply. In the advertisement must be provided a direct link to the offer in full, where significant terms and conditions must appear. The additional terms and conditions must not be more than one click away.
Printed media	When marketing a sales promoting arrangement in printed media e.g. in magazines and newspapers, it is sufficient to state that terms and conditions apply to the sales promoting arrangement. In the advertisement, it must be stated where the terms and conditions are available. In case of larger advertisements, it is assessed that there is sufficient place to state all or some of the significant terms and conditions in the advertisement.

It should be noted that the requirements do not differ depending on the technical platform. Thereby, the requirements are identical regardless of whether the offer of the sales promoting arrangement is presented on a mobile phone, tablet or computer.

3.4.2.4 Social media

When marketing on social media, a distinction must be made between marketing on one's own page or profile and marketing via banners and similar advertising.

When marketing on one's own pages or profiles on social media, it is considered a media with unlimited space, see section 3.4.2.1 for the requirements for this. What matters is that the gambling operator has full control of the media. If the social media in question is limited as to how many characters or words are possible to write, the Danish Gambling Authority will of course not consider it a media with unlimited space.

When marketing via banners and similar advertisements, such as banners on Facebook, paid stories and posts on Instagram, it is considered a media with limited space, see section 3.4.2.2 for the requirements for this. If possible, there must be a direct link to the presentation of the sales promoting arrangement, including terms and conditions.

Marketing on YouTube via commercials between video viewing is equated with TV commercials, read more about the requirements in section 3.4.2.3. In addition to this, it is required that there is a direct link to the presentation of the offer of the sales promoting arrangement, including terms and conditions.

3.4.2.5 Special rules regarding the use of “free”

If a sales promoting arrangement is offered free of charge, the gambling operator must be aware that the rules on sales promoting arrangements still apply. What is offered free of charge must not have a value of more than DKK 1000, among other things.

The Danish Gambling Authority assess that a gambling operator cannot offer a consumer anything free of charge without it being a sales promoting arrangement, as it is presumed that it will always have a commercial purpose.

When a sales promoting arrangement is offered free of charge, gambling operators must pay special attention to how the offer is presented to the consumer to ensure that the offer is clear and visible.

If the sales promoting arrangement is subject to special restrictions, such as requirements for the creation of an account, playthrough requirements or similar, it must be clearly stated.

The Danish Gambling Authority assess that a sales promoting arrangement that is offered free of charge can be playthrough requirements or other restrictions if the consumer still has a real chance of winning a prize – so the free offer is not illusory.

If sales promoting arrangements are offered free of charge in connection with a requirement of a deposit to the account or stake in a game, the gambling operator must be particularly careful with the presentation of the offer. If an offer includes that the consumer receives 100 free spins (of a value of DKK 100) upon depositing DKK 100 to the account, the Danish Gambling Authority assess that it is in violation of the law to present the offer as “get 100 free spins”. If it is presented as “deposit DKK 100 on your account and get 100 free spins”, the Danish Gambling Authority find that the offer is presented clearly and transparently. This is compliant with the rules of the Danish Marketing Practices Act, where “buy 2 and pay for 1” offers can be offered and marketed legally.

When a sales promoting arrangement is offered free of charge in connection with a requirement for a deposit on an account or a stake in a game, it still applies that the requirement for the deposit on the account or stake in the game must equal 100 per cent of the value of the sales promoting arrangement. It should also be noted that the product paid for must not be reduced to cover the cost of the arrangement offered free of charge. For example, it is not legal to attach a playthrough requirement to the deposit on the account.

See the Consumer Ombudsman's statement on this of 29 February 2016.¹

¹ <https://www.forbrugerombudsmanden.dk/find-sager/markedsfoeringsloven/sager-efter-markedsfoeringsloven/vildledning/brug-af-udsagnet-gratis-i-en-kampagne-var-i-strid-med-loven/>

4 Additional provisions on marketing of gambling services

When marketing gambling activities in Denmark, there are various additional rules that gambling operators must be aware of. The rules are briefly reviewed below and are only included in the guide to provide an overview of the rules in force in Denmark.

4.1 The Danish Act on Gambling section 36(1)

Det fremgår af spillelovens § 36, stk. 1, at markedsføring af spil:

- Shall present the chance of winning in a correct and balanced manner that does not create an impression that the chance of winning is greater than it actually is,
- Shall focus on gambling as a form of entertainment,
- Shall neither in form of communication or choice of media, target children and young people under the age of 18,
- Shall not by using well-known personalities, contrary to the truth, imply that participation in gambling has contributed to their success, and
- Shall not have a content that conveys the impression that participation in gambling activities promote a solution to financial problems or the player's social acceptance.

4.2 Statutory disclosure when marketing gambling activities

It follows from the Executive Order on online casino chapter 8, Executive Order on land-based betting chapter 3, and Executive Order on online betting chapter 7 that there are a number of statutory requirements for disclosure when marketing gambling activities.

Gambling operators must in their marketing inform about:

- The minimum age for gambling
- The Danish Gambling Authority's helpline about responsible gambling, and
- The opportunity to self-exclude with the register of self-excluded players (ROFUS)

In addition, gambling operators must use the Danish Gambling Authority's labelling scheme in their marketing. The label must be easily visible.

4.3 Marketing to self-excluded players

The gambling operator must take measures to prevent sending marketing materials to players who have, temporarily or permanently, self-excluded from gambling.

This is ensured by consulting ROFUS, which is why it is not possible for affiliates to send direct marketing to consumers as they do not have the option of consulting ROFUS because this requires the consumer's civil registration number.

4.4 The Danish Marketing Practices Act

When gambling activities are marketed in Denmark, the rules of the Danish Marketing Practices Act also apply. The Danish Marketing Practices Act is under the supervision of the Consumer Ombudsman.

If the Danish Gambling Authority, in its supervision of the market, finds violation of the Danish Marketing Practices Act, the case is forwarded to the Consumer Ombudsman for the purpose of any further processing of the case.