

Circus CASINO RESORT NAMUR

House rules

These House Rules (hereinafter "HR") define the access and participation conditions for the casino games and games of chance offered by SA GAMBLING MANAGEMENT (hereinafter "CIRCUS CASINO").

It contains important legal information relating to accessing and participating in the casino games and games of chance offered by the CIRCUS CASINO gaming halls. We invite you to read it carefully.

1. Definitions

- Circus Casino: refers to the Casino Circus establishment, established at Avenue Baron de Moreau, 1, 5000 NAMUR, operated by CIRCUS CASINO through its operating license no. A20635 issued by the Gaming Commission.
- Belgian Gaming Commission or "BGC": refers to the advisory, decision-making and monitoring organization regarding games of chance that issued CIRCUS CASINO's operating license and have a head office at Cantersteen 47, 1000 Brussels (www.gamingcommission.be).
- "CIRCUS CASINO": refers to SA GAMBLING MANAGEMENT, which is registered with the CBE under number 0859984677; its registered office is located at rue des Guillemins, 129, 4000 LIEGE; the operating office is located at Avenue Baron de Moreau, 1, 5000 NAMUR.
- Law: refers to the Act of 7 May 1999 on games of chance and its decrees of implementation as well as any directive or recommendation from the BGC.
- Privacy Policy: refers to the applicable rules for the processing, by CIRCUS CASINO, of their customers personal data; it is available at the Circus Casino reception and [here](#).

2. Scope - enforceability

- 2.1. Scope.** The HR define the access conditions for the Circus Casino establishment and the participation conditions for the casino games and games of chance that CIRCUS CASINO offers within the Circus Casino establishment.

The rules relating to the processing by CIRCUS CASINO of its customers personal data are defined in the [Privacy Policy](#), which is an integral part of the HR. It is available at the Circus Casino reception and [here](#).

Access to and participation in the online casino games and games of chance operated by CIRCUS CASINO through the license A+20635 notably on the website www.circus.be are not governed by these HR; the rules pertaining to them are available online at the aforementioned website.1

2.2. Enforceability. Access to the Circus Casino establishment and participation in the casino games and games of chance offered by Circus Casino are reserved for customers who have previously registered at the Circus Casino reception using the registration form made available by CIRCUS CASINO for this purpose.

By accessing the Circus Casino establishment and registering at the reception, the customer expressly acknowledges that they have read the HR and CIRCUS CASINO's Privacy Policy and agree to fully comply with them.

3. Access to the Circus Casino establishment

3.1. Age. Access to Circus Casino is prohibited for people less than 21 years old.

3.2. Players prohibited from gaming and regulated professions. Access to the Circus Casino is prohibited to magistrates, notaries, bailiffs and members of the police services outside the execution of their roles or to any person whose access to class A gaming establishments is prohibited or restricted by law.

The same applies to any customer who is prohibited from gaming by law, by request or by the BGC's decision.

3.3. Identification documents. CIRCUS CASINO is obliged to ask every customer, when registering, to provide a valid identity document containing their first name, last name, date of birth and a recent photo of the customer. The document must be in date and have come from a competent authority for issuing the said document. The customer guarantees that the information on the documents provided is authentic, accurate and up to date.

3.4. Security. Carrying firearms and cold weapons is strictly prohibited, even if the person holds a license. Likewise, access is prohibited to people who are inebriated or under the influence of illegal substances, such as drugs. It is forbidden to bring any item into the Circus Casino that is explosive, flammable or more generally that is prohibited by law or likely to endanger the safety of the occupants of the Circus Casino. Circus Casino expressly reserves the right to refuse access to anyone who violates this provision.

3.5. Dress code. Smart casual dress is required. To respect others and for the purposes of enabling CIRCUS CASINO to monitor compliance with the Law and the HR and to ensure the security of the establishment and its customers, CIRCUS CASINO notably reserves the right to refuse access to customers, even those already registered, who are wearing shorts above the knee, sports tracksuits, sleeveless t-shirts, or any item hiding all or part of the face, such as masks, hoods, hats, caps, sunglasses, etc.

For the same reasons, CIRCUS CASINO reserves the right to enforce the chargeable use of a cloakroom for coats, bulky jackets, towels, packages, suitcases, backpacks, motorcycle helmets and others.

3.6. Drinks and food. It is prohibited to access the CIRCUS CASINO establishment in possession of drinks or food.

3.7. Monitoring. CIRCUS CASINO is obliged to ensure compliance with the access conditions set out by the Law and the HR during registration and each time a customer visits. In the event of fraud or non-compliance by the customer with the access conditions for the CIRCUS CASINO establishment defined by the Law or the HR, CIRCUS CASINO reserves the right to i) temporarily or permanently refuse access to the Circus Casino establishment; and ii) bring the facts to the attention of the BGC and iii) if necessary, file a complaint to the judiciary authorities. Any suspicion of forgery or use of fake documents will be subject to a complaint to the judicial authorities and will be reported to the BGC.

4. Participation in the casino games and games of chance offered by CIRCUS CASINO

4.1. Games offered by CIRCUS CASINO.

a. **Metrology and functioning of machines and roulettes.** All of Circus Casino's machines have been certified by the BGC's metrology service and conform with the Act of May 1999 on Games of Chance. Their operation has been authorized and is controlled by the BGC.

b. **Responsible gaming.** CIRCUS CASINO applies the strictest limits regarding responsible gaming and gambling addiction prevention. CIRCUS CASINO encourages players to play in moderation. The player is informed that increasing the length of time or frequency of play can lead to addiction or mental fragility in some people. The player should be aware that addiction consists of inappropriate, persistent and repeated gambling. The pleasure of playing turns into a compelling need to gamble, causing serious consequences for the player and those around them. Both CIRCUS CASINO and the player undertake to maintain constant vigilance in this area. If there is a suspicion that themselves or another customer is addicted, the player undertakes to contact the CIRCUS CASINO staff to obtain assistance.

c. **Conditions for using games.**

- i) CIRCUS CASINO prohibits granting customers any form of bonuses, gifts and rewards that are not strictly included in the normal redistribution of the game and/or are dependent on an action by the customer other than their participation in the game.
- ii) CIRCUS CASINO also authorizes:
 - Reserving seating at game tables and slot machines for customers during their gaming session, without prejudice to article 4.2.b) v) of the HR;
 - In order to respect the legislation on the hourly loss per console, players are only allowed to play on a maximum of one console at a time per multi-player game;
 - Stakes made verbally are prohibited and will be systematically refused once the ball has been thrown.
- iii) The customer is required to report instantly and honestly any defect or suspicion of a defect, malfunction or anomaly found when using the slot machines, roulettes or any other equipment in the Circus Casino game offer. The customer acknowledges that they will in any event not be able to draw any winnings related to this possible defect and renounces any claim in this regard. Any breach of this reporting obligation is liable to be sanctioned in accordance with section 7 of the HR.
- iv) Without prejudice to section 7 of these HR, in the event of a complaint by a customer concerning a win generated as a result of a defect, a malfunction or an anomaly of a machine, roulette or any other equipment in the Circus Casino offer of casino games or a fortuitous event, only the reimbursement of the stakes will be granted, and this i) excluding any compensation for the loss of an opportunity, and ii) provided that the CIRCUS CASINO staff confirm the defect, malfunction or anomaly of the device concerned.

If the technical department is not able to confirm the possible failure of the machine, no refund will be made.
- v) Without prejudice to section 7 of these HR, in the event of a win obtained i) in violation of the Rules, or ii) due to abusive behavior or expediency on the part of the player, a possible collusion with a Circus Casino staff member, or iii) as a result of a defect, malfunction or anomaly in a machine, roulette, or any equipment in the CIRCUS Casino offer of casino games or any software that interoperates with these) or even in a fortuitous case, Circus Casino reserves the right to ask the player to return all the winnings generated and/or delivered, without prejudice to other proceedings, in particular criminal or civil, and damages and interests that Circus Casino reserves the right to claim in the event of alleged fraudulent behavior on the part of the customer.
- vi) Circus Casino declines all responsibility in the event of interruption of services for external reasons (technical failure, fire, human action or other) as well as if the Customer fails to comply with the HR. In the event of an interruption of services for external reasons, it is agreed that the customer waives the recovery of an amount greater than their stake during the interrupted game.

4.2. Customers' obligations.

- a. Customers also undertake, without prejudice to the obligations defined in article 4.1.c) of the HR:
 - i) Not to commit any act contrary to the Law, public order and good morals and the HR;
 - ii) to adopt correct and decent attitude towards other customers and members of the CIRCUS CASINO's staff; consequently and in particular, it is forbidden to consume illegal substances, to behave in an aggressive, rude or provocative physical or verbal way towards other customers or members of the Circus Casino staff or Circus Casino machines, to sleep within the establishment, or to put one's feet up on the machines or on any of the other furnishings in the establishment, or any other behavior likely to damage the tranquility and hygiene of the Circus Casino, its customers or its staff, or degrade or damage the machines or any other furniture of the CIRCUS CASINO.
 - iii) To comply with the instructions of the Circus Casino staff as well as with the legislation in force;
 - iv) To respect the privacy and integrity of Circus Casino staff members and customers;
 - v) To respect the minimum and maximum stakes established by CIRCUS CASINO, who reserve the discretionary right to not pay excess stakes;
 - vi) To use the CIRCUS CASINO gaming infrastructure prudently and responsibly, and not to seek to alter its operation or the result or to not introduce any tool for this purpose into the Casino;

- vii) To respect the comfort of other customers and keep a reasonable distance behind or at the side of customers when they are playing, in order to not disturb them.
 - viii) To only smoke in the areas reserved for smoking by CIRCUS CASINO, who make designated smoking areas available to customers;
 - ix) To respect the health and safety measures in force within the establishment.
- b. Customers are prohibited from:
- i) Granting other customers any form of loan or credit, to enter into an agreement of any nature, private or professional, and regardless of the consideration, in order to participate in a game, to pay a stake or a loss, a credit or an advance, or to offer any service related to the participation of another customer in the CIRCUS CASINO gaming offer;
 - ii) Using the "credit card" feature of any payment method;
 - iii) Asking any customer or member of the CIRCUS CASINO staff to grant a gift or loan, of any kind, for any compensation, financial or other.
 - iv) Leaving the establishment with chips or plaques. Payment for chips and plaques is therefore likely to be refused if they are presented for cashing after leaving the establishment;
 - v) Starting or participating in any game in collaboration;
 - vi) Attempting to alter the result of a game or the amount collected, automatic or not, for any purpose whatsoever, including in the event of a system or device failure. Circus Casino staff are expressly authorized to interrupt any game in progress in case of suspicion;
 - vii) Reserving a machine for themselves or on behalf of another player. CIRCUS CASINO does however permit a customer to be momentarily away from their machine to make a withdrawal, move their vehicle or access the smoking area, if they i) respect the reservation procedure made available through the Player Loyalty card and ii) only do so during the reservation period set out on this card.

5. **Circus Resort Club**

5.1. **Definitions**

CIRCUS CASINO offers the player the possibility of enjoying perks by being a member of the Circus Resort Club (hereinafter referred to as the "Club"), the content and operation of which are described below. Any perk or present offered by CIRCUS CASINO within the framework of the Club is subject to the player's compliance with these House Rules. CIRCUS CASINO reserves the right to cancel any perk or present offered to the player in the event of failure to comply with the said House Rules, in the event of improper use of the Club or in the event of a technical error.

The Club is organized in accordance with article 60 of the Gambling Act of 7 May 1999.

5.2. **Club membership card and access to personal space**

When registering at the Circus Casino, the player receives a Club membership card together with a PIN. This membership card allows the player to collect coins and points awarded when betting on slot machines or electronic table games, by inserting the card into the machine.

The player may access their personal space via a terminal made available by CIRCUS CASINO within the Circus Casino establishment (hereinafter referred to as the "Club Terminal"). By inserting their Club membership card, they can consult their coins wallet, their status, the catalog of presents, as well as other useful information.

5.3. **Rules for awarding coins**

Coins are the currency specific to the Circus Casino, acquired by the player as they place bets on the slot machines or electronic table games. They are acquired according to the following calculation:

Type of game	Point calculation
Slot machines	Amount played x 0.05
Electronic table games	Amount played x 0.0167

CIRCUS CASINO reserves the right to multiply the number of coins received on one or more specific games, possibly during a specific period (event, tournament, etc.).

5.4. **Rules for converting coins and presents for players**

The Club Terminal allows players to convert the coins they have accumulated into presents or euros. The conversion of coins into euros is as follows: 1,000 coins = 10 euros.

a. Converting coins into presents

The player accesses the present catalog via their personal space on the Club Terminal and is free to choose from the available presents offered by CIRCUS CASINO, within the limit of the coins accumulated and subject to compliance with these House Rules. The exchange of coins for presents is subject to the availability of the stock of presents.

Once the present has been selected, the player validates their choice by entering their PIN and presents themselves with the ticket printed by the Club Terminal at the Circus Casino cash desk. The CIRCUS CASINO employee exchanges the ticket for the present.

The value of a present may not exceed 400 euros.

b. Converting coins into euros

The player accesses their personal space on the Club Terminal and selects the conversion of coins into euros. Once the type of conversion has been chosen, the player validates their choice by entering their PIN and presents themselves with the ticket printed by the Circus Terminal at the Circus Casino cash desk. The CIRCUS CASINO employee exchanges the ticket for the amount mentioned on it in euros.

5.5. Rules for awarding points

Points are a measure of the player's activity and can be used to upgrade their status as defined below. On slot machines and electronic table games, points are counted as follows:

Type of game	Point calculation
Slot machines	Amount played x 0.1
Electronic table games	Amount played x 0.0334

Club status is allocated according to the number of points accumulated:

Status	Points
Blue & Copper	0 to 499
Bronze & Silver	500 to 1,999
Gold & Platinum	2,000 to 24,999
Diamond	From 25,000

5.6. Rules relating to perks linked to the statuses

The perks of the statuses are as follows:

Status	Discount at Circus Casino bars	Discount at the "La Carte du Roi" restaurant	Birthday offer	Discount at the Circus Casino parking lot	Discount at Mercure Namur Hotel	Marketing promotions
Blue & Copper	-	-	1 bottle of sparkling wine	-50%	-	-
Bronze & Silver	-20%	-10%	1 bottle of sparkling wine	-50%	-20%	2x more chances if you take part in certain marketing promotions, the details of which are set out in the specific rules for each promotion.
Gold & Platinum	-40% and	-10%	1 bottle of	-50%	-20%	2x more

	10% off snacks		champagne			chances if you take part in certain marketing promotions, the details of which are set out in the specific rules for each promotion.
Diamonds	All In and 30% off snacks	-30%	1 night at the Mercure Namur hotel + breakfast	Free	-20%	3x more chances when taking part in certain marketing promotions, the details of which are set out in the specific rules for each promotion.

6. Security and surveillance within the CIRCUS CASINO establishment

6.1. Surveillance. CIRCUS CASINO reserves the right to take a photograph of players when they access the establishment. In order to comply with legal requirements, CIRCUS CASINO is prohibited from using photography for purposes of combating identity fraud; on the other hand, the player accepts that their photograph may be used for the purposes defined in the [Privacy Policy](#), such as combatting money laundering. The CIRCUS CASINO establishment is equipped with a CCTV system to ensure the safety of their customers and staff as well as the correct functioning of the casino game and game of chance machines. The terms and conditions and purposes of the processing and storing of images are subject to the Privacy Policy. The CCTV cameras are indicated using a symbol and declared to the police. By accepting these HR, the customer expressly agrees to the storing of these images and their transmission on the orders of, in particular, the police or judicial forces. The customer is also informed that, as part of special events or advertising campaigns, photographs or video clips may be captured for promotional purposes and used for advertising by Circus Casino.

6.2. Use of electronic devices. All electronic devices, including phones, cameras and other multimedia devices are strictly prohibited close to the game tables.

It is also not authorized to make a recording, of any types, including photos, videos and audio recordings within the CIRCUS CASINO establishment, without prior agreement from CIRCUS CASINO and complying with the rights of third parties, including CIRCUS CASINO staff.

6.3. Wi-Fi use. CIRCUS CASINO provides a free Wi-Fi connection; CIRCUS CASINO reserves the discretionary right to configure the access and use conditions of this. In addition, without prejudice to article 4.2 of the HR, customers undertake to i) refrain from any use that is likely to harm the reputation and security of the CIRCUS CASINO establishment, including that of its IT infrastructure; ii) refrain from downloading any file whose security is not guaranteed and/or whose volume is likely to disrupt the proper functioning of the connection. In addition, the customer is prohibited from using WiFi in a way that is contrary to public order and good morals; in particular, they are prohibited from accessing, uploading or displaying content, information, messages, texts, images or videos that are violent, incite violence or hatred, degrade humans, are pornographic or pedophilic and/or that are provocative and that undermine the integrity or sensitivity of any person. In addition, the customer undertakes to comply with the terms and conditions of the WIFI policy put in place by CIRCUS CASINO.

7. Responsibilities

7.1. Customer's responsibility. The customer remains solely responsible for their property and personal belongings during their visit to the CIRCUS CASINO establishment and their participation in the CIRCUS CASINO offer of casino games and games of chance. In accordance with article 7 of the HR, CIRCUS CASINO declines all responsibility in this regard.

The customer remains solely responsible for their use of the CIRCUS CASINO infrastructures, and is liable to the sanctions provided for in article 7 in addition to legal remedies in the event of non-compliance with the Law or the HR. Under no circumstances can CIRCUS CASINO be held jointly and severally liable with the customer for the latter's use of game tables or slot machines, roulettes and, more generally, of CIRCUS CASINO equipment and the consequences of this use. Without prejudice to the sanctions provided for in article 7 of the HR, no winnings, even those paid, can be considered definitively acquired by the customer in the event of non-compliance by the customer with the Law or the HR, or of fraudulent or abusive use of the infrastructures by the customer or a third party, for their benefit or for the benefit of a third party (in particular in the case of cheating or game manipulation, abuse or willful damage caused to the devices or the infrastructure of the CIRCUS CASINO establishment).

The customer will indemnify CIRCUS CASINO and third parties for any direct or indirect damage, of any nature whatsoever, that CIRCUS CASINO or third parties suffer during their visit to the CIRCUS CASINO establishment and their participation in the CIRCUS CASINO offer of casino games and games of chance and, in particular in the event of non-compliance by the customer with the Law, the HR or, more generally, any fault committed by the customer during their visit to the CIRCUS CASINO. This will be the case in particular in the event of fraudulent or

abusive use of infrastructures by the customer or a third party as referred to in article 6.1, paragraph 2 of the HR.

Access to and use of the Wi-Fi made available by CIRCUS CASINO is carried out at the customer's risk, who declares they are aware that they may be subject to other conditions of use or to other provisions regarding games of chance or the protection of privacy and, in general, to rules other than those applicable to participation in the casino games and games of chance offered by CIRCUS CASINO. The customer also accepts that downloading files and more generally content, as well as using and sharing these with third parties is done under their own responsibility; they therefore remain solely responsible for any damage caused to their smartphone and the possible loss of any data resulting from downloading, sharing or using these files.

- 7.2. Responsibility of CIRCUS CASINO.** Except for gross or intentional negligence, CIRCUS CASINO is not liable for direct or indirect personal and material damage, including in particular the loss of winnings, luck, profits, image or expected savings caused to the customer as a result of visiting the establishment or participating in the CIRCUS CASINO offer of casino games and games of chance, due to i) the inaccessibility or failure of a game table or a slot machine, for whatever reason, ii) the occurrence of a fortuitous event or a case of force majeure, iii) a malfunction of a game table or a slot machine and, more generally, any defect that is not exclusively attributable to CIRCUS CASINO making the game table or the slot machine unfit for its intended use, iv) someone else, such as a malicious act by a third party, or v) the customer, in particular if this fact results from the customer themselves not complying with the Law or the HR.

CIRCUS CASINO declines all responsibility in the event of theft, loss or damage to any customer's goods or personal belongings, including those left by customers in the cloakrooms. In any case, if CIRCUS CASINO's liability must be recognized, for whatever reason or grounds, for any damage or inconvenience of any kind, direct or indirect, foreseeable or unforeseeable, notably including damage resulting from a gambling addiction (medical care, loss of employment, hospital costs, etc.), the maximum amount of compensation for which CIRCUS CASINO could be held liable will be limited for all causes and all damage to the lower of the two following amounts: the customer's stake or a lump sum of 250 euros.

- 7.3. Sanctions.** Without prejudice to article 6 of the HR, in the event of non-compliance with the Law or the HR by the customer, CIRCUS CASINO reserves the right to i) have the player's winnings canceled, ask the player to return their winnings or refuse to credit them to the player's account; ii) exclude them, permanently or temporarily. Excluded customers will only be authorized to register again with prior agreement from CIRCUS CASINO's management.

CIRCUS CASINO also reserves the right to make the BGC and judiciary authorities aware of any criminal offense or suspected criminal offenses they become aware of that have been committed by the customer during a visit to the CIRCUS CASINO establishment.

8. Other.

- 8.1. Applicable law – disputes.** This HR is subject to Belgian law. All disputes relating to the formation, interpretation and execution of the HR will be exclusively subject to the competence of Liège Commercial Court, Liège district.

- 8.2. Partial invalidity.** If one of the clauses of the HR is declared null in application of a law or following a final decision by a competent court, it will be deemed unwritten, the other clauses nevertheless retain their effect and scope.

- 8.3. Non waiver.** The fact that CIRCUS CASINO does not require the customer to strictly apply a HR clause or does not invoke a right that appears in the HR, can never be interpreted as a waiver by CIRCUS CASINO of its right to use it, nor as a surrender of its rights, and CIRCUS CASINO may at any time require the customer to strictly and fully apply the HR.

- 8.4. Electronic communication – Probative force.** The customer declares and accepts that these HR are based on the customer's consent to its content, as described in the consent process defined in Article 2 of the HR and is considered to be entered into conforming to the requirements of Art. XII. 15 and s. of the Belgian code of economic law, of Art. 3.10 and Art. 3.12 of EU Regulation no. 910/2014 of the European Parliament and EU

Council of 23 July 2014 and Art. 8.1 and Art. 8.12 of section 8 of the (Belgian) Civil Code. In addition, CIRCUS CASINO and the customer agree on the opposability and probative value of any emails exchanged between them via messaging software, as long as this mail is composed of a series of intelligible and accessible signs, as required by the aforementioned legal provisions. The parties waive the right to discuss the probative value of an email that does not implement an advanced electronic signature within the meaning of Art. 26 of the European Regulation no. 910/2014 of the European Parliament and the EU Council of 23 July 2014.

8.5. Privacy. In accordance with article 2 of the HR, the rules relating to the processing by CIRCUS CASINO of its customers personal data and image are defined in the [Privacy Policy](#), which is an integral part of the HR. It is available at the Circus Casino reception and [here](#). The customer declares to have read and consented to it without reservation.

8.6. Update. CIRCUS CASINO reserves the right to modify the HR. However, any modification will only come into force with respect to the customer as of the next time they enter the CIRCUS CASINO. Any updates will be brought to the Customer's attention by the CIRCUS CASINO access management module available at reception.

9. Contact

CIRCUS CASINO is available to answer any questions:

- Through the contact section of the website <https://www.circuscasinoresort.com/en/contact/>.
- By email at the address info@circuscasinoresort.com.
- By telephone at +3281649220.