

TERMS AND CONDITIONS FAVORITES PROGRAMME

FAVORITES EXTRAS

GENERAL TERMS AND CONDITIONS, FEBRUARY 2024 VERSION WWW.HC.NL

ARTICLE 1. GENERAL

1. The Holland Casino Favorites Programme is offered by Holland Casino N.V. ("Holland Casino"), registered in the commercial register under number 68662289 and having its registered office in The Hague and its principal place of business at Neptunusstraat 71 in Hoofddorp (2132 JP).
2. Holland Casino's correspondence address is PO Box 355, 2130 AJ Hoofddorp. Holland Casino's general email address is service@hc.nl.

ARTICLE 2. DEFINITIONS

1. The terms and expressions used below are defined, in particular, in these Terms and Conditions of Use (Favorites Terms and Conditions) as follows:
2. **Client Screening**: the Client Screening to be conducted by Holland Casino pursuant to the Money Laundering and Terrorist Financing Prevention Act.
3. **Prevention policy**: the gambling addiction prevention policy pursued by Holland Casino (further described on the Website).
4. **Participant**: the Holland Casino guest participating in the Favorites Programme in accordance with the Favorites Terms and Conditions.
5. **Favorites Card(s)**: the Welcome Card, Black Card, Platinum Card, and Diamond Card.
6. **Favorites Programme**: the loyalty programme of Holland Casino, for

which a Favorites Card and associated Favorites Extras are offered.

7. **Favorites Level**: the Favorites Card issued as a Welcome Card, Black Card, Platinum Card, or Diamond Card based on the number of registered visits per year.
8. **Favorites Points**: number of points based on spending and use of a Welcome Card, Black Card, Platinum Card, or Diamond Card.
9. **Favorites Extras**: save and redeem Favorites Points, unique privileges, and exclusive (win) promotions based on the Favorites Card level.
10. **Game day**: a game day starts at 7 a.m. and ends at 6:59 a.m. on the following day.
11. **Establishment(s)**: the Establishments of Holland Casino.
12. **Website**: the website of Holland Casino (www.hc.nl).

Otherwise, definitions are printed in bold in the text.

ARTICLE 3. SCOPE

1. These Favorites Terms and Conditions will apply to all agreements and (legal) acts under the Favorites Programme between Holland Casino and the Player and to any use of the Favorites Card by the Player.
2. Holland Casino may unilaterally amend these Favorites Terms and Conditions. Changes will be announced on the



website. If a Player continues to use the Favorites Programme and/or the Favorites Card after changes to the Favorites Terms and Conditions, the Player will be deemed to have accepted the amended Favorites Terms and Conditions.

ARTICLE 4. FAVORITES PROGRAMME PARTICIPATION CONDITIONS

1. The conditions for participation in the Favorites Programme are:
2. The Player is 24 years of age or older and demonstrably in possession of a valid identity document.
3. The Player is not (temporarily) excluded from the service by Holland Casino and/or from participation in the Favorites Programme and/or certain privileges associated therewith, for example under the (i) Prevention Policy, (ii) Client Screening, (iii) No Promo, or (iiii) Holland Casino's house rules.

ARTICLE 5. FAVORITES PROGRAMME

1. Participation in the Favorites Programme is free of charge for the Player.
2. Participation in the Favorites Programme offers the Player, when using the Favorites Card, the opportunity to earn points, redeem points, and qualify for Favorites Extras.
3. Favorites Points are issued based on spending and usage during a visit to an Establishment. The Favorites Points will be allocated to the Favorites Card used.
4. Favorites Points expire one year after the Player's last visit to an Establishment and are not redeemable thereafter.
5. The collected Favorites Points are strictly personal and cannot be shared, transferred, bequeathed, assigned, or resold.

6. Eligibility for the Favorites Extras requires use of the Favorites Card anytime, anywhere. If the Player does not use the Favorites Card, Favorites Extras cannot be personally allocated.
7. Holland Casino is entitled to amend or terminate the Favorites Programme in whole or in part. Changes or termination of the Favorites Programme will be announced in good time in advance by mail and/or email, in the Establishments, or on the Website.

ARTICLE 6. FAVORITES CARD(S)

1. The Favorites Card is issued in the name of the Player and is non-transferable.
2. Application is made by completing an application form and returning it signed to Holland Casino and registering a valid identity document.
3. Holland Casino will, when the application for participation in the Favorites Programme is accepted by Holland Casino, issue the Favorites Card based on the appropriate Favorites Level.
4. The Favorites Extras associated with the Favorites Card and the use of the Favorites Card is personal and cannot be transferred or exchanged with others.
5. Holland Casino may change the Favorites Extras attached to the Favorites Cards. The Favorites Extras in force at any given time can be viewed on the Website.
6. After the expiry of the period for which the Favorites Card was issued (the validity period), the Player will receive a new Favorites Card from Holland Casino free of charge, unless the Player no longer appreciates this or no longer complies with the Favorites Terms and Conditions. When issuing the new Favorites Card, Holland Casino will assess which Favorites Level the Player qualifies for.



7. In case of loss or theft of a Favorites Card, the Player must notify Holland Casino immediately and have the Favorites Card blocked. Holland Casino will not be liable for any damage resulting from loss or theft of a Favorites Card. Holland Casino will provide the Player with a replacement Favorites Card free of charge. In the event of any subsequent loss or subsequent theft, Holland Casino may charge the Player a replacement Favorites Card (administration) fee.

ARTICLE 7. FAVORITES LEVEL – WELCOME CARD

1. When the Player makes at least 1 to 3 visits to an Establishment within 12 months, the Player can apply for the Favorites Programme, which starts with the Welcome Card.
2. A Welcome Card has a validity of one year from the date of issue to the Player.

ARTICLE 8. FAVORITES LEVEL – BLACK CARD

1. If the Player visits an Establishment on at least four (4) playing days within 12 months, the Player may be eligible for the Black Card.
2. A Black Card has a validity of one year from the date of issue to the Player.

ARTICLE 9. FAVORITES LEVEL – PLATINUM CARD

1. If the Player visits an Establishment on at least twelve (12) playing days within 12 months, the Player may be eligible for the Platinum Card.
2. A Platinum Card has a validity of one year from the date of issue to the Player.

ARTICLE 10. FAVORITES LEVEL – DIAMOND CARD

1. If the Player visits an Establishment on at least twenty-five (25) playing days within 12 months, the Player may be eligible for the Diamond Card.
2. A Diamond Card has a validity of one year from the date of issue to the Player.

ARTICLE 11. CANCELLATION AND TERMINATION OF PARTICIPATION IN THE FAVORITES PROGRAMME

1. The Player may cancel participation in the Favorites Programme at any time.
2. Notice of termination will be given in writing or by sending an email to the Holland Casino correspondence address or email address mentioned in Article 1 or verbally against simultaneous surrender of the Favorites Card at one of the Establishments.
3. In the event of the death of a Player, Holland Casino will terminate the relevant participation in the Favorites Programme, including associated Favorites Extras and Favorites Points.
4. If Holland Casino suspects (identity) fraud, deception, unlawful use or abuse of the Favorites Programme, or if, in the opinion of Holland Casino, damage is caused to the Favorites Programme, Holland Casino may at any time freeze (part of) the balance of accrued Favorites Points, (temporarily) terminate participation in the Favorites Programme, and/or confiscate the relevant Favorites Card(s), without being required to make any form of restitution or compensation. In appropriate cases, Holland Casino may file a police report.
5. Holland Casino is at all times entitled, at its sole discretion, to refuse a



- Player's application to participate in the Favorites Programme, to terminate participation in the Favorites Programme in whole or in part, to withdraw Favorites Extras, or to (temporarily) deactivate and/or confiscate an already issued Favorites Card on the grounds of its Prevention Policy or as part of a Client Screening. Holland Casino will terminate participation by a Player in the Favorites Programme if the Player no longer meets the conditions of Article 4.
6. Upon termination of participation in the Favorites Programme by the Player or by Holland Casino, Favorites Extras can no longer be used, Favorites Points can no longer be accumulated, and all accrued Favorites Points will expire.
 7. Should it appear at any time that Holland Casino has wrongfully withheld Favorites Points from a Player, the Player may claim at most the number of Favorites Points known at the time.

ARTICLE 12. PERSONAL DATA OF THE PLAYER

1. Holland Casino is the data controller of personal data collected under the Favorites Programme.
2. Holland Casino respects the privacy of Players and processes personal data within the framework of the law. The Privacy Policy of Holland Casino is available on the Website.
3. Holland Casino may process the following personal data of the Player:
 - A. Name, date of birth, gender, country of residence, and contact details (such as address, place of residence, phone number, and email address).
 - B. Details of a valid identity document (such as passport or ID card), nationality, and Citizen Service Number.
4. Holland Casino collects and processes the Player's personal data under the Favorites Programme for the following purposes:
 - A. To offer and run the Favorites Programme.
 - B. To inform the Player, where consent has been given, about specific products and services of Holland Casino based on preferences known to Holland Casino. The Player can easily withdraw this consent by clicking on the "unsubscribe" link in the email or by contacting service@hc.nl.
 - C. Photo, camera footage, and audio.
 - D. Visit data, such as date and location of a visit to an Establishment.
 - E. Play behaviour and other preferences made known to us by the Player.
 - F. Possible involvement in incidents in an Establishment.
 - G. Transaction details for bank transfers, including bank account number and credit card number.
 - D. To highlight and execute actions and promotions in which the Player can participate.
 - E. To further improve Holland Casino's services.
 - F. For reporting and analysis.
 - G. For personalised and non-personalised profiling and behaviour.
 - H. For registration of Favorites Extras.



- I. To determine win mechanisms associated with the Favorites Programme.
 - J. To facilitate access to and stay at Holland Casino's Establishments.
 - K. To provide Holland Casino's products and services.
 - L. To conduct an effective security policy in Holland Casino's Establishments (for example, through access control, conducting camera surveillance, or recording incidents).
 - M. To combat gaming addiction.
 - N. To provide the Holland Casino website.
 - O. To comply with legal obligations incumbent upon Holland Casino, such as the Money Laundering and Terrorist Financing Prevention Act (WWFT).
 - P. To handle requests and queries.
 - Q. To be contacted, if the Player has so indicated, by mail or email by Holland Casino and invited to participate in research related to Holland Casino.
- 5. When the Player uses the Favorites Card when participating in the games of chance offered by Holland Casino, Holland Casino processes the playing behaviour.
 - 6. When the Player spends Favorites Points, for example in the bar or restaurant of an Establishment, Holland Casino processes the nature and characteristics of the expenditure and receipt details of the Player.
 - 7. When the Player makes use of Favorites Extras, Holland Casino processes the nature and characteristics of the Favorites Extras.
 - 8. In addition, we collect derived data from the Player, such as segmentation models based on online browsing behaviour (Website), open and click behaviour (email), and contact history.

ARTICLE 13. HOW DOES HOLLAND CASINO OBTAIN PERSONAL DATA?

1. Holland Casino obtains the Player's personal data under the Favorites Programme in various ways, such as:
2. When the Player signs up for the Favorites Programme. Holland Casino may then process the Player's name, address, place of residence, date of birth, photograph, and email address.
3. When the Player visits an Establishment. Holland Casino then processes the date and location of the visit. Furthermore, information may be shared in a conversation or by observation.
4. When the Player earns Favorites Points under the Favorites Programme.

ARTICLE 14. WHO OBTAINS PERSONAL DATA?

1. Holland Casino may share Players' personal data with service providers carrying out certain processing activities on behalf and under the responsibility of Holland Casino. Holland Casino may make personal data of Players available if it is required to do so by law, if this is necessary to prevent fraud or if there is another necessary and legitimate basis that overrides the privacy interests of Players, such as the security of Holland Casino and the safety of its employees.
2. Holland Casino will not provide the Player data to third parties for commercial purposes unless the Player has given their express consent.

ARTICLE 15. PLAYER'S RIGHT OF INSPECTION AND CORRECTION

1. Players have several rights in accordance with the GDPR, for example,



the Player may at any time withdraw the consent given by the Player to process personal data for the purpose of participating in the Favorites Programme. The Player may at any time send a request to Holland Casino to inspect the personal data that Holland Casino is processing on the Player.

2. The Player has the right to make a request to correct, supplement, or delete personal data. Holland Casino complies with those requests if required by law.
3. A request for inspection and/or correction must be made in writing by the Player. The Player must also attach a copy of a valid identity document. Holland Casino recommends doing this through the secure "KopieID App" of the National Government. The Player can submit a request by sending an email to privacy@hollandcasino.nl.
4. If the Player does not have an email address or does not want to send the request by email, the Player can send a letter. This letter must be signed and sent with a copy of a valid identity document to the address: Holland Casino, for the attention of Customer Service, Department of Stakeholder Rights, PO Box 355, 2130 AJ Hoofddorp.
5. For questions or comments on the processing of personal data, the Player may contact Holland Casino at the above address or at privacy@hollandcasino.nl.

ARTICLE 16. LIABILITY

1. Holland Casino will not be liable for any loss incurred by a Player, on any grounds whatsoever, as a result of the use of the Favorites Card or participation in the Favorites Programme by the Player,

unless the relevant loss is caused by intent or deliberate recklessness on the part of Holland Casino.

2. A Player acting in breach of these Favorites Terms and Conditions, making unlawful use of a Favorites Card (whether their own or that of a third party), or otherwise acting unlawfully will be liable for all resulting damages without prejudice to Holland Casino's other rights.

ARTICLE 17. QUESTIONS, COMMENTS, SUGGESTIONS, OR COMPLAINTS?

1. For questions, comments, suggestions, and complaints regarding the Favorites Programme, the Player is requested to contact the Holland Casino correspondence address mentioned in Article 1. The Player may also send an email to the email address service@hc.nl.

ARTICLE 18. MISCELLANEOUS

1. A Player guarantees the accuracy and completeness of all information provided by the Player and is responsible for any erroneous, incomplete, or outdated information.
2. Holland Casino will endeavour to make the respective items and Favorites Extras belonging to the Favorites Programme available to a Player. However, certain items or Favorites Extras may be (temporarily) unavailable. Holland Casino does not guarantee that all sections and Favorites Extras will be uninterrupted or fully available at all times.
3. If one or more provisions of these Favorites Terms and Conditions are void or invalidated, Holland Casino will be entitled to adopt one or more replacement provisions that



approximate the nature and intent of the void or invalidated provision to the greatest extent possible without being void or open to invalidation itself.

4. In cases not covered by these Favorites Terms and Conditions, a decision will be made by Holland Casino.
5. The Privacy Policy of Holland Casino will be applicable:
www.hc.nl/privacystatement
6. These Favorites Terms and Conditions and all agreements and (legal) acts between Holland Casino and the Player will be governed by Dutch law.

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