

HOLLAND CASINO

POKER RESERVATIONS

TERMS & CONDITIONS

March 2022



ARTICLE 1: APPLICABILITY OF THESE TERMS AND CONDITIONS

These terms and conditions apply to the offers and agreements regarding Reservations and to Poker Tournaments organised by Holland Casino.

ARTICLE 2: DEFINITIONS

In these Terms and Conditions, the following terms will have the following meaning:

Gaming Act:	the Casino Gaming Act 1996.
Participant:	a Holland Casino guest who reserves a Seat at a poker table for a cash game.
Holland Casino:	De Nationale Stichting tot Exploitatie van Casinospelen in Nederland ("the National Foundation for the Exploitation of Casino Games in the Netherlands"), trading under the name 'Holland Casino', user of the Terms and Conditions of the Poker Tournament.
House Rules:	the House Rules drawn up by Holland Casino.
Registration Fee:	the amount that is payable in order to participate in a Poker Tournament, consisting of the Buy-in and Entry Fee.
Poker Tournament:	a poker tournament organised by Holland Casino, offered in a Casino.
Seat:	a player's seat at a poker table to be allocated by Holland Casino.
Reservation:	a Seat reservation won through an online satellite, booked via the Website or in a Casino.
Player:	the natural person who has registered as a Player for a Poker Tournament.
Rules of the Game:	the Rules of the Game drawn up by Holland Casino.
Casino:	a Holland Casino casino.
Terms & Conditions:	the terms and conditions in question.
Website:	the Holland Casino website, namely www.hc.nl .

ARTICLE 3: POKER TOURNAMENT

1. Only natural persons can register for participation in a Poker Tournament. Third parties may not register participants.
2. For each Poker Tournament, Holland Casino will announce how participants can register: via the Casino(s) and/or online via the website and/or by online qualification playing a satellite. Holland Casino will determine the method of payment.
3. On receipt of the registration form and the registration fee, Holland Casino will issue the Player with a participation card, stating the Player's personal details and a reservation number.
4. The participation card for a Poker Tournament is strictly personal and non-transferable. This participation card must be submitted to the Tournament Management at the start of the Poker Tournament. Only Players with a participation card in their name can participate in the Poker Tournament.
5. In order to gain entrance to the casino and thus to participate in a Poker Tournament, the following terms and conditions for entrance must be met:
 - a. the Player must be at least 18 years of age;
 - b. before entering a Casino the Player must produce an identity document valid in the Netherlands, such as a passport or a Dutch driving license and must be registered;
 - c. the Player must not be banned from admission or have a visit limitation imposed under which a new visit by the Player would exceed the visit frequency; and
 - d. the Player must comply with the dress code.
6. The Player must obey the stipulations of the House Rules, the Rules of the Game, the Gaming Act and these Terms and Conditions.
7. Music players and telephones are allowed at the gaming table, if they do not form a nuisance. Players are not allowed to make calls at the gaming table and ringtones and sounds must be switched off. Guests are allowed to use devices, if the devices are placed face down on the gaming table during a game round for the time the player is actively participating in the game round. At tournaments, music players and telephones are allowed up to the final table, after which all devices must be put away/off the table. If a player uses a device, the player is and remains responsible for errors and delays caused due to using the device. The device may not impede other players in any way. Headphones may only be used to listen to music and to reduce noise levels. Players are not allowed to make calls at the gaming table and ringtones and sounds must be switched off. Guests are allowed to use devices, if the devices are placed face down on the gaming table during a game round for the time the player is actively participating in the game round. At tournaments, music players and telephones are allowed up to the final table, after which all devices must be put

away/off the table. If a player uses a device, the player is and remains responsible for errors and delays caused due to using the device. The device may not impede other players in any way. Headphones may only be used to listen to music and to reduce noise levels.

8. Without prejudice to the provisions of this ARTICLE, the Player is not allowed to wear or have with him any clothing or other items, including headgear, which displays brands, logos and other (advertising) communications, other than regular clothing brands and clothing logos.
9. If the Player does not comply with the stipulations of the House Rules, the Rules of the Game, the Gaming Act and these Terms and Conditions, Holland Casino has the right to disqualify the Player from the Poker Tournament without prejudice to any of Holland Casino's other rights.
10. If after registering for a Poker Tournament a Player indicates that he will not participate in the Poker Tournament, or if a Player does not turn up at the Poker Tournament or turns up late or is denied entry to the casino, he will participate as a 'ghost player', unless Holland Casino decides to allocate his place to another Player. The Player will not be entitled to a refund of the registration fee or to compensation for any costs incurred by him, nor to any other compensation.
11. If a player in possession of a ticket for the tournament is unable to participate because he is still taking part in the same Tournament or another Holland Casino Tournament that has already started, Holland Casino will buy back the ticket at the Player's request. Buybacks are possible up to the gaming day preceding the gaming day on which the Tournament is set to take place. In the case of a buyback, the Player will be refunded the registration Fee minus an administration fee of €10.
12. Holland Casino reserves the right to unilaterally amend or change the terms and conditions relating to the live poker tournament by posting such amendments/changes on the Holland Casino website.
13. Holland Casino has the right – without any obligation to compensate any loss – to cancel a Poker Tournament or to make changes, for example to the tournament structure, the number of participants, tournament dates and tournament times.
14. If Holland Casino cancels a Poker Tournament, for whatever reason (such as a pandemic (a variant of) COVID, or other unforeseen circumstances to be determined by Holland Casino), the Player is entitled to a refund of the registration fee. Holland Casino is not obliged to refund costs incurred by the Player or compensate any other loss.
15. In the event that a Poker Tournament cannot be played to its natural end, Holland Casino will compensate the affected players to ensure that the prize pool is distributed as fairly as possible.
16. For Poker Tournaments with a guaranteed prize pool, the guarantee can be waived in the event of calamities and/or unforeseen circumstances (including COVID or too few participants), to be determined by Holland Casino.
17. By registering for the Poker Tournament, the Player gives Holland Casino irrevocable, unconditional, and royalty-free permission to make or to allow to be made recordings (hereinafter referred to as the "Recordings") of images, sound and film of the Poker Tournament and to make these Recordings fully or partially public and reproduce these in the Netherlands and internationally, through different types of media, including – but not limited to – radio, television, narrowcasting, internet, newspapers and magazines, to include the editing and re-use of the Recordings. In such recordings, the Player may be identified by name and made recognisable to the public.
18. By participating in the Poker Tournament, the Player gives Holland Casino irrevocable, unconditional, and royalty-free permission to provide the various media both at home and internationally with the Player's personal details for the purpose of press coverage of the Poker Tournament.
19. The Player surrenders any and all current and future rights and/or claims – financial or otherwise – in respect of the Recordings made for the purpose of press coverage of the Poker Tournament. The results of Poker tournaments can be processed in a ranking. By participating in the Poker Tournament the Player grants Holland Casino permission to record the Player's personal data for the purpose of a ranking (if any). The personal data will be disclosed to other Players for a limited period of time at the express request of other Players.
20. Holland Casino shall be under no obligation whatsoever to actually use the Recordings of the Poker Tournament.
21. If the Player takes a seat at a table where picture and film recordings are made, he may not wear or have with him any clothing, including headgear, or items that display brand names, logos or other advertising communications or that may be considered (veiled) advertising communications.
22. In the case of all Tournaments with a Buy-in of €1.000 or higher and all MCOP Tournaments, the cost of the dinner/buffet is included in the entry fee. Only while a player is still taking part in the Tournament concerned will he/she remain entitled to the dinner/buffet. Holland Casino will determine the arrangement of the dinner/buffet and will determine the proportion of the entry fee that is allocated to the individual components.

ARTICLE 4: POKER TABLE SEAT RESERVATION

1. Holland Casino offers the opportunity, either in a Casino or online via the website, to reserve a seat to play at a poker table on any gaming day.

2. A Reservation does not include any gaming chips, drinks or snacks, etc.
3. The Reservation gives the right to a seat at a poker table to play poker cash games (the “Game”).
4. A croupier will conduct the Game in accordance with the Rules of the Game.
5. The Participant must report to the brush before the Game starts.
6. The following conditions must be met in order to make a Reservation:
 - a. the Participant must be at least 18 years of age;
 - b. before entering a Casino the Participant must produce an identity document valid in the Netherlands, such as a passport or a Dutch driving license and must be registered;
 - c. the Participant must not be banned from admission or have a visit limitation imposed under which a new visit by the Player would exceed the visit frequency; and
 - d. the Participant must comply with the dress code.
7. The Participant must pay an admission fee to enter Holland Casino.
8. The Participant must obey the stipulations of the House Rules, the Rules of the Game, the Gaming Act and these Terms and Conditions.
9. After successfully making a Reservation the Participant receives an electronic confirmation comprising the details for the Game, Casino, date and starting time.
10. No charge is made for reserving a Seat.
11. The Participant must have the reserved Seat confirmation with him on admission.
12. When making a Reservation the Participant fills in the personal details required to implement the reservation order. The information provided by the Participant must be correct, up-to-date and complete.
13. A Reservation can be cancelled before the start of the Game.
14. If the Participant has not reported to the brush before the start of the Game on the day and in the Casino where the Participant has reserved a Seat, Holland Casino is entitled to allocate the reserved seat to another guest. The participant is not entitled to a (partial) refund of the admission fee.
15. If the Participant has not reported to the brush more than 15 minutes after the start of the Game on the day and in the Casino where the Participant has reserved a Seat, Holland Casino is entitled to cancel the Reservation. The participant is not entitled to a (partial) refund of the admission fee.

ARTICLE 5: REFUSAL OF ENTRY, NO PARTICIPATION

1. Holland Casino can, with no obligation to pay compensation of any kind, refuse a Player or Participant entry to a Casino if:
 - a. Holland Casino has a reasonable suspicion that the Player or Participant will not observe the stipulations of the House Rules, the Rules of the Game, the Gaming Act and these Terms and Conditions of Holland Casino; and
 - b. Holland Casino believes that it might suffer damage by rendering services to the Player or Participant. Damage is also taken to mean damage to its image, its good name, as well as damage politically and through publicity.
2. If the Player or Participant has provided incorrect or incomplete information to Holland Casino, Holland Casino has the right, depending on the circumstances, to refuse the Player or Participant entry to a Casino and/or to exclude the Player from participation in the tournament, without any obligation to compensate any loss and without the Player or Participant being entitled to a refund of the registration/admission fee by Holland Casino.

ARTICLE 6: LIABILITY

1. Holland Casino shall not be liable for any loss suffered by the Player or Participant in the context of participation in the Poker Tournament or the making of a reservation, except in cases of intent or gross negligence on the part of Holland Casino. Holland Casino shall never be liable for consequential loss or loss of profit.
2. Holland Casino shall not be liable for loss suffered by the Player if his name or likeness is used by a third party who covers a Poker Tournament, with or without the consent of Holland Casino.

ARTICLE 7: PRIZES

Holland Casino shall determine the prize fund for Poker Tournaments. Prizes will be paid to the winner and cannot be transferred, whether in full or in part, to third parties.

ARTICLE 8: FINAL PROVISIONS

1. All agreements that arise between a Player and Holland Casino or a Participant and Holland Casino are governed by Dutch law. Any disputes shall be brought before the competent court in Haarlem, the Netherlands.
2. These Terms and Conditions were originally drawn up in the Dutch language. German and English translations are also available. In case of any discrepancy between the provisions in the Dutch language and the German or English translation, the original provisions written in the Dutch language shall prevail.
3. Personal details are handled in accordance with the Data Protection Act.
4. Any complaints relating to online reservations and payments can be directed to: info@hollandcasino.nl.