

# XPERIENCE CARD

## GENERAL TERMS AND CONDITIONS, VERSION OF APRIL 2024 WWW.HC.NL

### ARTIKEL 1. ALGEMEEN

1. The Holland Casino Xperience Card 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](mailto:service@hc.nl).

### ARTICLE 2. DEFINITIONS

The terms and expressions used below are defined, in particular, in these Terms and Conditions of Use (Xperience Card Terms and Conditions) as follows:

1. Client Screening: the Client Screening to be conducted by Holland Casino pursuant to the Money Laundering and Terrorist Financing Prevention Act.
2. Prevention policy: the gambling addiction prevention policy pursued by Holland Casino (further described on the Website).
3. Player: Holland Casino guest who purchases an Xperience Card in accordance with the Xperience Card Terms and Conditions.
4. Xperience Card: the card for guests aged 18 to 23.
5. Establishment(s): the Holland Casino establishments.
6. Website: the Holland Casino website ([www.hc.nl](http://www.hc.nl)).

Otherwise, definitions are printed in bold in the text.

### ARTICLE 3. SCOPE

1. These Xperience Card General Terms and Conditions will apply to all agreements and (legal) acts under the Xperience Card between Holland Casino and the Player and to any use of the Xperience Card by the Player.
2. Holland Casino may unilaterally amend these Xperience Card Terms and Conditions. Changes will be announced on the website. If a Player continues to use the Xperience Card after the Xperience Card Terms and Conditions are amended, the Player will be deemed to have accepted the amended Xperience Card Terms and Conditions.

### ARTICLE 4. XPERIENCE CARD PARTICIPATION CONDITIONS

1. If the Player visits an Establishment and meets the conditions, they may be eligible for the Xperience Card.
2. The conditions for the Player to obtain and use the Xperience Card are that:
  - A. The Player is between the ages of 18 and 23 and demonstrably in possession of a valid identity document.
  - B. The Player is not (temporarily) excluded from the service by Holland Casino and/or from participation in the Xperience Card, for example under the (i) Prevention Policy, (ii) Client Screening, (iii) No Promo, or (iiii) Holland Casino's house rules.



3. Participation in the Xperience Card is free of charge for the Player.
4. Holland Casino is entitled to amend or terminate the Xperience Card in whole or in part. Changes or termination of the Xperience Card will be announced in good time in advance by mail and/or email, in the Establishments, or on the Website.

## **ARTICLE 6. XPERIENCE CARD IN GENERAL**

1. The Xperience 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 Xperience Card is accepted by Holland Casino, issue the Xperience Card.
4. With the Xperience Card, the Player can expect to receive smart tips from the Holland Casino gaming experts, allowing the Player to enjoy a visit safely and responsibly. And – just as with a Favorites Card – the Player can also enter Holland Casino free of charge and at an expedited pace using the Xperience Card.
5. After expiry of the period for which the Xperience Card was issued (the validity period is up to and including age 23), the Player will receive a Favorites Card (from age 24 onwards) from Holland Casino free of charge, unless the Player no longer appreciates this. Holland Casino will assess which Favorites Level the Player qualifies for when issuing the new Favorites Card.
6. In case of loss or theft of a Xperience Card, the Player must notify Holland Casino immediately and have the

Xperience Card blocked. Holland Casino will not be liable for any damage resulting from loss or theft of an Xperience Card. Holland Casino will provide the Player with a replacement Xperience Card free of charge. In the event of any subsequent loss or subsequent theft, Holland Casino may charge the Player a replacement Xperience Card (administration) fee.

## **ARTICLE 7. CANCELLATION AND TERMINATION OF XPERIENCE CARD PARTICIPATION**

1. The Player may cancel participation in the Xperience Card 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 Xperience Card at one of the Establishments.
3. In the event of the death of a Player, Holland Casino will terminate the relevant Xperience Card.
4. If Holland Casino suspects (identity) fraud, deception, unlawful use or abuse of the Xperience Card, or if, in the opinion of Holland Casino, damage is caused to the Xperience Card, Holland Casino may at any time (temporarily) terminate use of the Xperience Card and/or confiscate the relevant Xperience Card, 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 for the use of an Xperience Card, or to terminate an already issued Xperience Card in whole or in part, or to (temporarily) deactivate and/or confiscate an already issued



Xperience 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 Xperience Card if the Player no longer meets the conditions of Article 4.

## ARTICLE 8. PERSONAL DATA OF THE PLAYER

1. Holland Casino is the data controller of personal data collected under the Xperience Card.
2. Holland Casino respects the privacy of Players and processes personal data within the framework of the law. The Holland Casino Privacy Policy 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.
  - C. Photo, camera footage, and audio.
  - D. Visit data, such as the date and location of a visit to an Establishment.
  - E. Other preferences made known to us by the Player.
  - F. Possible involvement in incidents at an Establishment.
  - G. Transaction details for bank transfers, including bank account number and credit card number.
4. Holland Casino collects and processes the Player's personal data under the Xperience Card for the following purposes:
  - A. To offer and run the Xperience Card.
  - 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. These messages will not contain any gaming or visit-stimulating offers or information. The Player can easily withdraw this consent by clicking on the "unsubscribe" link in the email or by contacting [service@hc.nl](mailto:service@hc.nl).

- C. To further improve Holland Casino's services.
- D. For reporting and analysis.
- E. For personalised and non-personalised profiling and behaviour.
- F. To facilitate access to and one's stay at Holland Casino's Establishments.
- G. To conduct an effective security policy in Holland Casino's Establishments (for example, through access control, conducting camera surveillance, or recording incidents).
- H. To prevent gambling addiction and to contact the Player to implement the Prevention Policy.
- I. To comply with legal obligations incumbent upon Holland Casino, such as the Money Laundering and Terrorist Financing Prevention Act (WWFT).
- J. To handle requests and queries.
- K. 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.

## ARTICLE 9. HOW DOES HOLLAND CASINO OBTAIN PERSONAL DATA?

Holland Casino obtains the Player's personal data under the Xperience Card in various ways, such as:

1. When the Player signs up for the Xperience Card. Holland Casino may then process the Player's name, address, place of residence, date of



- birth, photograph, and email address.
2. When the Player visits an Establishment. Holland Casino may then process the date and location of the visit. Furthermore, information may be shared in a conversation or by observation.
  3. 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 10. 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 Players' personal data 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 Players' privacy interests, such as the security of Holland Casino and the safety of its employees.
2. Holland Casino will not provide the Player's data to third parties for commercial purposes unless the Player has given their express consent.

#### **ARTICLE 11. 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 Xperience Card. The Player may request access at any time to the personal data that Holland Casino processes about the Player.
2. The Player has the right to make a request to correct, supplement, or

delete personal data. Holland Casino will comply with such 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 enclose a copy of a valid identity document. Holland Casino recommends doing this through the secure KopieID App of the Dutch Government. The Player can submit a request by sending an email to [privacy@hollandcasino.nl](mailto: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 by post. 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](mailto:privacy@hollandcasino.nl).

#### **ARTICLE 12. 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 Xperience Card, 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 Xperience Card Terms and Conditions, making unlawful use of a Xperience 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 13. QUESTIONS, COMMENTS, SUGGESTIONS, OR COMPLAINTS?**

1. For questions, comments, suggestions, and complaints regarding the Xperience Card, 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](mailto:service@hc.nl).

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

### **ARTICLE 14. 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. If one or more provisions of these Xperience Card 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.

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