

GENERAL TERMS OF MEMBERSHIP AND OPERATION WITH THE PRIVILEGE ACCOUNT

1. General

Privilege Club is a loyalty program in the context of which users of the services of HIT hoteli, igralnice, turizem d.d. Nova Gorica hereinafter: "Member(s)"; in accordance with provisions of these terms and conditions collect points which they can then redeem for different comps, acquire comps by playing at gaming tables (hereinafter: "Comps at Gaming Tables"), benefits when participating in Controller's valid promotions, and other benefits on the basis of the use of the Membership Card (hereinafter: "Other Benefits"), as well as redeem them.

The Controller of the Privilege Club is HIT hoteli, igralnice, turizem d.d. Nova Gorica, Delpinova ulica 7a, 5000 Nova Gorica, Slovenia, company ID no. 5232058000 (hereinafter: "Controller").

Privilege Club is available on the website: »www.hit.si/myprivilege/« (hereinafter: "portal My Privilege"), through which a Member can check the balance of his points, the comps at the gaming tables, the list of benefits offered by the club card, the list of comps the member can acquire depending on his number of points, and the current price list of benefits the member receives based on a specific number of collected points, the list of business units that participate in the Privilege Club, etc.

A player must be registered in order to use the My Privilege portal. He registers once and registration is free of charge. Rights for using the portal are tied to the password that the Member receives upon registration. This password is linked to the rights to use services provided by the portal. When first registering the member must enter the number of his Privilege Club card, his date of birth and e-mail address, which later on enables the process of obtaining a password. The Registered Member logs into the My Privilege portal with their e-mail and password, which is not transferable. The Member is responsible for all activities carried-out under their password.

Members can acquire and/or redeem points and other benefits in business units listed on the My Privilege portal. The Controller's business units which are part of the Privilege Club loyalty programme, are casinos, on-line casinos, and non-casino business units (hotels, restaurants, bars, SPA centres, etc.), labeled "Privilege Club" and published on the My Privilege portal (hereinafter: "Business units"). The My Privilege portal also includes information about the extent of individual business units' participation in the Privilege Club. The Controller's contractual partners that are part of the program with their business units are evident from the My Privilege portal.

2. Membership

Taking advantage of the loyalty program Privilege Club is conditioned by the membership in the Privilege Club.

Any natural person who cumulatively meets the following requirements can acquire membership in the Privilege Club:

- is 18 years of age;
- is not employed by the Controller and/or one of the Controller's contractual partners, who is a part of the loyalty program Privilege Club or does not provide services on any other legal grounds for them (work contract, student work, etc.);
- does not have a self-prohibition from participation in games of chance issued on the basis of the Gaming Act, Official Gazette of the 27/1995 with amendments (hereinafter: "Gaming Act") and/or does not have a global ban on entering into the Controller's casinos / gaming halls;
- has correctly filled out the application form in its entirety and signed it.

It is possible to apply for membership in person at casinos (at Privilege points, the casino reception, at slot machines, and table games) and hotels that are not casino-based. It is also possible to apply for membership in the online casino. The guest fills out the membership form on a tablet with the help of the personnel. By signing the e-registration form, the guest guarantees that the data is correct.

The Member receives a Privilege Card (henceforth: "Membership Card") when they become a Member of the Privilege Club, which they use in accordance with these General Terms and Conditions for the Privilege Club Membership and Operation (henceforth: "General Terms"). In case of becoming a Member of the Privilege Club via an online casino, the Member receives the Membership Card on the basis of the request that they submit in the casino.

The Membership Card becomes active, when meeting one of the following conditions:

- when the Member collects 1 point via a game in a casino on the slot machines;
- when the Member plays 1 game in a casino at the gaming tables;
- when the Member carries-out 1 purchase in a non-casino business unit (does not apply at the Šentilj-based Mond Gaming and Entertainment Centre);
- by becoming Member of the Privilege Club (applies only if the application for membership is done at the Šentilj-based Mond Gaming and Entertainment Centre);
- when the Member receives a confirmation e-mail for activating the membership in the online casino, which the Controller strives to send in the shortest time possible.

Membership in the Privilege Club is voluntary and free of charge. Every Member has the right, in accordance with these General Terms, to terminate the membership at any time. A Member files his request to terminate his membership in person at one of the casinos (at Privilege points, the casino reception, at slot machines, and table games) and hotels that are not casino-based. The guest fills out the e-membership termination form on a tablet with the help of the personnel. By signing the e-termination form, the Member guarantees that the entered request for termination of membership in the Privilege Club is correct.

Exceptionally the Member may send a written request for termination of membership in the Privilege Club by e-mail to privilege@hit.si. The written termination request must contain a clear request for termination of membership in the Privilege Club and membership card serial number. The Controller reserves the right to identify the member regardless of the termination mode (in person or per e-mail).

3. Membership Tiers of the Privilege Club

The Privilege Club consists of three tiers of Membership Cards:

- Silver Membership Card;
- Gold Membership Card;
- Black Membership Card.

The list of benefits that are available through a specific Membership Card, as well as other general information are available on the <https://www.hit.si/si/privilege-club> website.

The Member advances between specific tiers of Membership Cards when meeting the following requirements:

- Silver Membership Card (acquired when joining the Privilege Club);
- Gold Membership Card (5.000 points or more are collected in a calendar year);
- Black Membership Card (50.000 points or more are collected in a calendar year);

The Member's advancement to a higher tier of the Membership Card is carried out by the Controller within 30 days after the requirement has been met or based on the Member's request and the subsequent review of if the listed requirement has been met.

The Member's regression to the previous tier or the review of requirements for maintaining the Membership Card tier is carried out once a year and enters in force on 1 February of each calendar year, taking into account the past calendar year.

The period of collecting points that are considered for advancing through different tiers of Membership Cards is a calendar year (from 1 January to 31 December). As of 1 January, the points which the Member collected in the previous calendar year for the purpose of transition between club card tiers shall not be valid and the Member starts collecting them again on January 1, wherein the validity of the acquired higher club card level is limited to the year in which the higher tier was reached and the entire next calendar year.

4. Collecting and Redeeming Points, Comps Earned at Gaming Tables and Other Benefits

Using the Membership Card enables automatic participation in Privilege Club membership tiers, as are defined by the Controller. The member collects points, earns comps at gaming tables and other benefits of the Membership Card in business units that are marked with "Privilege Club" and published and on the web site of the Controller marked as business units that enable collecting individual indicated benefits. Redeeming Points, Comps Earned at Gaming Tables and Other Benefits is possible by presenting the Membership Card and a valid personal identification document in all business units that are marked with the "Privilege Club" and are listed and marked on the website as business units that provide redeeming of individual listed benefits.

The Member collects points and comps at gaming tables in the following manner:

- a) **In casinos:**
- collecting **points:**
 - **at slot machines:**
 - poker and video reel type slot machines: 1 point for each €5 played;
 - electronic roulette type slot machines: 1 point for each €10 played.
 - **when playing Bingo:**
 - games bingo and bonanza bingo: 1 point of purchasing €3 worth of bingo/bonanza bingo cards.
 - **comps earned at gaming tables:**
 - the Member earns comps at gaming tables by playing at gaming tables. The type and amount of the comp depends on game type, play duration, and average bet; the list of comps at gaming tables is published on the web site, the information regarding individual benefits which a guest is eligible for depending on his account balance is available from the casino personnel, at the casino-based kiosks, and the My Privilege portal.
- b) **Collecting points in the online casino:**
- video reel and poker: 1 point for each €5 played;
 - video roulette and blackjack: 1 point for each €10 played;
 - video punto banco: 1 point for each €20 played.
- c) **Collecting points in non-casino business units:**
- 1 point for each €2 cash purchase (purchase with credit card is also valid);
 - for a purchase part in cash, part in other means of payment not consider as a cash payment; the Member receives points only for the cash payment part of the purchase.

A valid pricelist of benefits, which the Member can redeem on the basis of points collected, is published on the web site, whereas the benefits the Member can receive based on the collected points is published on the My Privilege portal.

d) The Member can use the Membership Card to participate in other valid promotions of the individual business unit in the context of which they are acquiring other benefits, in accordance with general terms valid for the specific business unit's promotion.

Collected points, comps at the gaming tables and other benefits cannot be traded in for cash. Collected points, comps at the gaming tables, and other benefits can be redeemed only against discounts and advantages offered by the Controller when the Member is willing to.

The Controller is not liable for any potential costs incurred as a result of not redeeming points and/or comps at gaming tables and/or other benefits.

The Member collects points and comps at gaming tables, as well as other benefits, in the following manner:

- at slot machines: with correctly placed Membership Card in the designated slot on the slot machine;
- at gaming tables: by presenting the Membership Card to the Casino staff at a gaming table;
- in an online casino: when gaming in the online casino, the collected points are transferred automatically to the Member's account, without the use of the club card;
- in non-casino business units: by presenting the Membership Card to the non-casino business unit's staff.

The Controller is not liable for cases, when a Member is unable to collect points, gain comps at gaming tables or other benefits due to incorrect use of the club card or because the Member has not given his club card to a Controller's employee.

In case of technical difficulties, collecting or redeeming of points, gaining comps at gaming tables and other benefits can be temporarily suspended. The Controller reserves the right to one-sided corrections or changes to the balance of the collected points, comps gained at gaming tables and other benefits in case of system failure, faults in the system or guests attempts at cheating.

Redeeming of collected points, comps at gaming tables and other benefits decreases the balance of points. The Member solely decides for what purpose or for whose benefit they will redeem the collected points, comps at gaming tables and other benefits. The Member may redeem services for a maximum of 10 different persons.

Collected points, comps at gaming tables and other benefits are valid or can be redeemed for 1 year after the last recorded transaction. After the expiry of the 1-year period, the collected and unused points, comps at gaming tables and other are erased.

A Member with a self-prohibition from participating in games of chance on the basis of the Gaming Act or global ban on entering into the Controller's casinos, cannot collect or redeem points, comps at gaming tables, and other benefits in any business unit during the self-prohibition period. During the validity of the self-prohibition or global ban, the balance of points acquired and non-redeemed by the Member, the comps at gaming tables, and other benefits, acquired by the time the self-prohibition or global ban was issued, is frozen, but for a maximum period of three years. After the expiry of the said freezing period, the Member has the possibility to redeem the previously frozen points, comps at gaming tables, and other club card benefits within one year from the time the points were no longer frozen. If in the said period of 1-year, the Member does not perform any transactions with a Membership Card, the collected points, comps at gaming tables, and other club card benefits shall be completely erased. If a Member has been issued a global ban for the duration of 4 years or more or the Member has requested a repeated self-ban after the expiry of the previous one or he has been issued a repeated global ban, which prevents him from redeeming the collected points, comps at gaming tables, and other benefits, these are to be erased permanently.

A Member who has a ban on entering a casino managed by the Controller, cannot collect or redeem the collected points, comps at gaming tables, and other benefits in the said casino. Irrespective of this, the Member can collect and redeem the collected points, comps at gaming tables, and other benefits in other business units.

By signing the application form the Member of the Privilege Club agrees to that in case of non-payment of services in individual business units or no-show or late hotel booking cancellation (one day before arrival), the balance of points and/or other benefits of the Membership Card are suitably reduced.

The Member can check the current balance of points, comps at gaming tables, and/or other benefits, as well as acquire information on the benefits he is eligible for depending on his point balance, in the following manner:

- at Privilege Points in casinos;
- from employees at slot machines and gaming tables;
- at marked kiosks in the casinos;
- on the My Privilege portal;
- at slot machines (the balance of collected points only).

5. Other Important Information for Members

At a Member's request, more Membership Cards, which are tied to their account, can be issued. Issuing of an additional membership card is free of charge.

Membership in the Privilege Club, Membership Card, collected points, comps at gaming tables and other benefits of the Membership are not transferable.

The Controller reserves the right to issue a ban on entering the casino(s), redeeming the collected points, comps at gaming tables, and other benefits, and terminate his Privilege Club membership, if a Member tries to abuse a club card (e.g. tries to use a card/points they do not own, inserts Membership Card into a slot used by another guest, thus acquiring the other guest's benefits or in any other way breaches these General Terms and Conditions).

The Controller is not responsible for any potential loss or abuse of the Member's Membership Card or a stolen benefit coupon (benefit coupon is a document stating that a person is entitled to redeem certain benefits). The Controller checks the identity of the club card user only upon direct point redemption, take-over of comps at gaming tables and other benefits or upon issuing a benefit coupon. If the Membership Card or benefit coupons are stolen from the Member, the Controller is not liable for a third person's of benefits issued on the basis of the Membership Card. Notwithstanding that the Member is obligated to report a stolen or lost card immediately to the Controller to the e-mail address privilege@hit.si. The Controller will block the use of a Member's stolen or lost club card in no more than 24 hours.

Members can acquire all additional information related to the Privilege Club:

- in all business premises where the Members can collect and redeem points, comps at gaming tables, and other benefits (at Privilege Points, from Hosts, at casino reception, etc.);
- at the <https://www.hit.si/en/privilege-club> web site;
- on the My Privilege portal;
- by e-mail to: privilege@hit.si.

6. Termination of Membership

The membership in the Privilege Club is terminated:

- if the Member terminates the membership in the Privilege Club, which they can do, by submitting a written request to the Controller upon a visit to any of the casinos or via e-mail;
- when the Member dies;
- if the Member abuses the Membership Card or breaches the General Terms and Conditions for the Privilege Club Membership;
- if the Member violates the house rules of the Controller's individual business unit;
- if the Controller terminates the Privilege Club, which they can do anytime at their own discretion.

In case of the termination of the Privilege Club membership at the Member's request or if the Controller terminates the Privilege Club, the Member may redeem the collected points, comps at gaming tables and other benefits within 6 months after the ending or termination of the Privilege Club. After the expiry of this period, the Member cannot redeem collected points, comps on gaming tables and other benefits anymore.

In all other cases of membership termination from the first paragraph of this section, all collected and unredeemed points, comps at gaming tables and other benefits are deleted on the day of the termination of membership. Collected and unused points, comps at gaming tables and other benefits are also deleted in the event of a Member's death and their legal heirs cannot redeem them.

7. Personal Data Protection

The Member gives consent for the processing of their personal data in the process of acquiring membership in electronic form, whereby he is also made entirely acquainted with the Controller's personal data protection policy.

In accordance with the provisions of the application form, the Member has the right to access, rectify or delete personal data, in the manner determined in the application form.

8. Resolution of Disputes

HIT does not recognize any providers of out-of-court resolution of consumer disputes as competent for resolving a consumer dispute that a private user may file in accordance to the Out-of-Court Resolution of Consumer Disputes Act (ZIsPRS). Other data in regard to out-of-court resolution of consumer disputes is published by the Controller on their website www.hit.si.

9. Final Provisions

Valid General Terms are published on the web site <https://www.hit.si/si/privilege-club>, on the My Privilege portal (www.hit.si/myprivilege/), and in all business units. The Controller can at the Member's request provide him these General Terms and Conditions any time during his membership in the Privilege Club.

The Operator reserves the right to change these General Terms and Conditions of Privilege Club membership and Operation. Members will be notified about any changes to the General Terms via the web site, on the My Privilege portal, and at all business units. If the Member does not withdraw from the contract within 15 days from the publication of changes, it is considered that the Member accepts the changed General Terms and is legally bound by them.

With the entry into force of these General Terms and Conditions, the General Terms and Conditions of the Privilege Club cease to be in force.

These General Terms and Conditions have been translated into several languages, whereby in case of a dispute between the Operator and the Member the General Terms and Conditions in Slovene language shall apply.