

## GENERAL TERMS AND CONDITIONS OF PRIVILEGE ACCOUNT TRANSACTIONS

### INTRODUCTORY PROVISIONS

HIT hoteli, igralnice, turizem d.d. Nova Gorica, Delpinova ulica 7a, 5000 Nova Gorica, Slovenia, company ID no.: 5232058000 (hereinafter: Operator) enables persons who take part in games of chance in the Operator's casinos (hereinafter: Player) and persons who have not yet visited the Operator's casinos (hereinafter: Future Player) to use a Privilege account.

The Privilege account is a play deposit account of a (Future) Player's cash assets, opened with the Operator, as a temporary deposit of these cash assets, with the purpose of purchasing playable tickets or chips in the Operator's casinos (hereinafter: means for play). The Privilege account is a service enabled to (Future) Players by the membership in the Privilege club.

These General Terms and Conditions of Privilege Account Transactions (hereinafter: General Terms) regulate the relations between the Operator and (Future) Player. A Player can use the Privilege account in those Operator's casinos which support transactions through the Privilege account (hereinafter: Casino). The General Terms are binding for the Operator and (Future) Players.

### 1. REQUIREMENTS FOR OPENING A PRIVILEGE ACCOUNT

A Privilege account can be opened by any natural person who cumulatively meets the following requirements:

- Is 18 years of age;
- Is a member of the Privilege club, which is the Operator's loyalty programme;
- Has filled in all the data correctly and signed the Privilege Account Registration Form (hereinafter: Registration Form).

### 2. PRIVILEGE ACCOUNT OPENING PROCEDURE

A (Future) Player opens his Privilege account by submitting a request for a Privilege account through the Registration Form. The Registration Form is published on the Operator's web site <https://www.hit.si/si/privilege-club/privilege-racun> (hereinafter: Web site) or obtained by the (Future) Player in the casino. A (Future) Player hands a legibly completed Registration Form to the Operator in one of the following manners:

- In person to authorized personnel in the Casino – the Host;
- By e-mail to the address: [privilege.account@hit.si](mailto:privilege.account@hit.si) (hereinafter: e-mail).

#### A) Handing in the Registration Form in the Casino

As a rule a (Future) Player hands the Registration Form in person in the Casino to authorized personnel of the Operator – a Host. The (Future) Player must upon handing the completed Registration Form prove his identity with a valid personal document, and file also in a request for membership in the Privilege Club (complete a Privilege Club Registration Form and become acquainted with the General Terms and Conditions of the Privilege club), if he is not a member yet.

The (Future) Player shall be registered by the Operator for use of a Privilege account and have a personal Privilege account opened the first work day after receipt of a completed form for the opening of a Privilege Account at the latest.

#### B) Submitting a Registration Form by E-mail

The Operator enables a (Future) Player to file a Registration Form also by e-mail with the purpose of depositing cash assets on the Privilege account before visiting the casino. If the (Future) Player wishes to deposit cash assets on his Privilege account before visiting the Casino, he must complete and deliver to the Operator besides the Registration Form also a form entitled Privilege Account Transactions through Your Personal Bank Account and submit a valid personal document copy.

The Operator shall after receipt of both forms from the previous indent inform by e-mail the (Future) Player that his forms have been successfully delivered and provide him the data necessary to deposit cash assets to the Privilege Account, which the (Future) Player can also check on-line.

Confirmation of receipt of the Registration Form and the deposit of cash assets to the Privilege account do not guarantee to the (Future) Player that the Operator eventually grants him the opening of a Privilege account. The (Future) Player must upon his first visit to the casino after having handed the Registration Form via e-mail report in person to the Operator's personnel in charge - a Host - and meet all other extra conditions for opening an account (prove identity with a valid personal document and become member of the Privilege club).

### **C) Privilege Account Opening**

By completing and signing the Registration Form, after having been made familiar with the General Terms and Conditions of Privilege Account Transactions, and after having opened and started using the Privilege account, there is a contract signed between the Operator and the Player regarding the opening and the use of the Privilege account.

If a (Future) Player, who is not yet a member of the Privilege Club, registers to the Privilege account, but does not (entirely) meet all the conditions for the conclusion of the contract on the opening and use of the Privilege account from the previous indent within 30 days from registration, he is regarded to have withdrawn from his intention to open and use the Privilege account, and he gets his eventual cash assets deposited to his Privilege account according to section 2 subsection B) returned according to section 5 indent 2 of these General Terms.

Upon acquiring membership in the Privilege club, the Player acquires also access to the My Privilege portal (at the online address://www.hit.si/si/myprivilege), where besides the advantages offered him by the Privilege club he can also check his current balance of cash assets on the Privilege account. The Player must be registered in order to use the My Privilege portal. He registers once and registration is free of charge. Upon registration a Player receives a password, which is linked to the rights to use services provided by the portal. The Player must upon his first registration 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. Registered Players log into the My Privilege portal with their e-mail and password, which is not transferable. The Player is responsible for all activities carried out with his password.

### **3. TRANSACTIONS WITH THE PRIVILEGE ACCOUNT**

A Player may have only one Privilege account opened at a time.

The cash assets on the Privilege account are not subject to interest.

The Operator does not charge (Future) Players the cost of opening and managing the Privilege account.

A Player can deposit or withdraw cash assets at the Casino Cashiers or operate with the Privilege account through his bank account, in a manner described here below.

The Player is forbidden to issue authorization to a third person to make transactions through his Privilege account. The Operator shall not consider any authorization given by the Player to a third person to use the Player's Privilege account.

A Player who wishes the Operator to deposit cash assets on his request from his Privilege account to his bank account or to transfer cash assets from his bank account to his Privilege account, must upon opening his Privilege account or later on (in any case before the transaction) inform the Operator in person and in writing by filling in the form entitled "Transactions with the Privilege Account through the Bank Account", which is accessible to the Player on the web site or in the casino. If a Player wishes to provide to the Operator the mentioned form by (electronic) mail, he must provide to the latter also a copy of his valid personal document. A Player who has provided the form through electronic mail can make a transaction from his bank account to the Privilege account after written confirmation of receipt of the said form by the Operator. The Operator shall not be held responsible for errors or a failed transaction as a consequence of an untimely or incorrect request from the Player.

The Player must submit to the Operator accurate and complete personal data. If there is a change in his personal data, he must inform as soon as possible the Operator thereof, if these data are important for transactions made through the Privilege account. If the Player does not provide to the Operator accurate or complete personal data or does not report a change in his personal data in time, the Operator shall not be held responsible for failing to carry out a transaction or a wrong transaction through the Privilege account, whereby he can act according to Article 6 of these General Terms and Conditions and prevent a Player access to or block his Privilege account. The Player must report the change in personal data to the Host in the casino or by electronic mail.

If a Player notices a discrepancy in the balance of cash assets on his Privilege account, he must immediately inform the Operator thereof, and the latter will investigate the discrepancy and try to eliminate it as quickly as possible. During this time the Operator may prohibit the Player the use of the Privilege account.

In case of technical failure transactions through the Privilege account may be temporarily interrupted. The Operator reserves the right to unilateral corrections or changes to the balance on the Privilege account in case of system failure, an error in the system or an attempted fraud by the Players. The Operator may correct any time eventual other errors in cash asset transfers from a Player's bank account to his Privilege account and vice versa, if this is still feasible. The corrections must be evident on the Privilege account, and a Player has the right to request from the Operator an explanation regarding these corrections.

If the Operator deposits by mistake cash assets on the Player's Privilege account, he has the right to revoke such deposit, if this is still possible or else the Player is obliged to deposit them immediately on the current account communicated by the Operator.

## **A. PAYMENTS TO THE PRIVILEGE ACCOUNT**

A Player can make payments of cash assets to the Privilege account in the following manners:

### **i. Bank Transfer Order**

In order to make a bank transfer from his bank account the Player must previously fill in the form entitled "Transactions with the Privilege Account through One's Bank Account" and hand it in conformity with the instructions of item 3 paragraph 6 of these General Terms. The Player makes a transfer of cash assets to the Privilege account by depositing cash assets from his bank account at the bank where he has his account. The Player receives the data necessary to make the deposit when he submits the said form. The at all times valid data necessary to make the deposit are published also on the web site and in the casinos.

The Player must carry out the deposit of cash means so much time before his intended visit to the casino as to allow the cash means to arrive for certain to the Operator's account at least two working days prior to his visit to the casino. It is recommended that with regard to the procedures and rules of payment transactions in the Republic of Slovenia and international payment transactions the Player deposits the cash assets at least 5 working days prior to his arrival to the casino.

### **ii. Cash Deposit at the Casino Cashier**

A Player can deposit cash assets to the Privilege account also by making a cash deposit at the casino cashier. Before making a deposit the Player must identify himself with a valid personal document, otherwise the Operator cannot allow him to make the deposit. The cashier deposits the cash assets received by the Player onto the Player's Privilege account and issues to the Player a certificate of deposit.

### **iii. Win Deposit at the Casino Cashier**

A Player can deposit cash assets to the Privilege account also by depositing a win in form of play assets at the casino cashier. Before making a deposit the Player must identify himself with a valid personal document, otherwise the Operator cannot allow him to make the deposit. The cashier deposits the cash assets onto the Privilege account and issues to the Player a certificate of deposit. The lowest amount a Player is recommended to deposit on his Privilege account is € 1,000. The amount has no upper limit.

The Player can make a win deposit from a progressive jackpot in an amount greater than EUR 50,000.00 once a month, in the same amount as the monthly payment from the Operator.

## **B. PAYMENTS FROM THE PRIVILEGE ACCOUNT**

A Player can make payments of cash assets from the Privilege account in the following manners:

### **i. Purchase of Play Assets**

A Player can purchase play assets with cash assets held on the Privilege account. This method of purchasing play assets is possible exclusively in the casino, at the cashier. Before purchasing play assets the Player must identify himself with a valid personal document, otherwise the Operator cannot allow him to purchase play assets. After the purchase the Player receives play assets and a purchase certificate.

## **ii. Cash Withdrawal at the Casino Cashier**

Cash assets on the Privilege account are intended for purchasing play assets. Notwithstanding this, the Player can as an exception also withdraw cash assets he had deposited on the Privilege account in cash at the casino cashier. Before making a withdrawal the Player must identify himself with a valid personal document, otherwise the Operator cannot allow him to make the withdrawal. The Player receives a withdrawal certificate.

## **iii. Transfer of Cash Assets to the Player's Bank Account:**

The Player can file a request to transfer cash assets from the Privilege account to his bank account, but no more than the amount of available cash assets on his Privilege account. The request to transfer cash assets must be filed in the "Request for Transfer of Cash Assets from the Privilege Account" form, which is available in the casinos (at the cashier, with the Operator's authorized personnel – the Host) or at the web site. A Player must complete in whole and correctly the part of the request which he is responsible for completing, whereby he can request a transfer of cash assets only to the bank account which is indicated in his Privilege account in compliance with item 3 of these General Terms, and identify himself with a personal document upon filing the request to transfer cash assets. If the Player does not identify himself and/or does not complete in whole and/or correctly the request to transfer cash assets, the Operator cannot enable him to transfer cash assets and rejects such request. The Operator rejects the request for transfer also in case the request exceeds the amount of his cash assets kept on the Privilege account. The Player can file the request to transfer cash assets to his bank account in the following manners:

- As a rule directly at the casino, so that he hands a completed request to the personnel employed at the casino cashier;
- Exceptionally, when he cannot visit the casino for sound reasons, per (electronic) mail, so that a completed request is sent to the address indicated on the form.

The Operator shall make the deposit of cash assets within 5 working days from receipt of a complete and correct request at the latest. The Player shall receive the cash assets deposited to his bank account according to the payment transaction rules and procedures valid in the Republic of Slovenia and internationally.

## **4. PREVENTING ACCESS OR PRIVILEGE ACCOUNT BLOCKADE**

If the Privilege account is subject to abuse or suspected abuse, the Operator reserves the right to block the Privilege account without an extra explanation. A block of the Privilege account prevents the Player from accessing all services connected to the Privilege account and to the deposited assets. The Player is informed in writing about the block. The Privilege account remains blocked until the case has been clarified by the Operator or a competent agency, which handles the case of abuse or suspected abuse.

As suspected abuse of the Privilege account is regarded also a case when a Player typically withdraws deposited cash assets in cash and does not use them for play.

## **5. PRIVILEGE ACCOUNT CLOSING**

The Privilege account gets closed:

- On the basis of a written request by the Player, which can be made any time, in the "Request for Privilege Account Closing" form, available in the casinos or on-line. The Player must hand over a completed form to the Operator or hand it in the casino (to the Cashier or the Host) or send it by (electronic) mail to the Operator's address indicated on the form;
- If the Player does not accept the new Privilege Account General Terms and Conditions;
- If a Player ceases to be a member of the Privilege club in accordance with the General Terms and Conditions of Privilege Membership and Transactions;
- If the Operator abolishes transactions with the Privilege account;
- In case of death of the Player;
- If the Player abuses the Privilege account and the Operator decides to close the Privilege account due to such abuse.

The Operator must inform the Player in writing of the closing of his Privilege account (except in case of death of the Player) and if he has all the necessary data regarding the Player's bank account, within 8 days after the closing of the Privilege account, deposits on his bank account cash assets the Player had deposited on the Privilege account and was not able to withdraw before the closing of the Privilege account. If the Operator does not have all the necessary Player bank data and therefore cannot deposit cash assets on his bank account, he summons the Player along with a written notice of Privilege account closure to submit bank data necessary to carry out the transfer of cash assets



onto his bank account. If a Player despite having been asked by the Operator does not provide within 5 years after the closure of his Privilege account the requested data regarding his bank account (a completed "Privilege Account Transactions through the Bank Account" form and a copy of one's personal document), the Player is regarded not to have requested to be handed out the deposited cash assets, therefore they are in accordance with Article 52 of the Law of Property Code considered to be property of the Operator.

In case of death of the Player his heirs may have power of disposal over the cash assets on the Privilege account of the deceased on the basis of a final judgment on inheritance to be submitted to the Operator. The heirs must submit to the Operator their bank account data for the Operator to deposit the cash assets and upon submitting the request prove their identity with a personal document. The Operator reserves the right to request personal identification from the Player's heirs.

If a Player wants to reactivate a Privilege account that has already been closed, he must repeat the actions necessary to open a Privilege account in accordance with item 2 of these General Terms.

## **6. OTHER IMPORTANT INFORMATION FOR THE PLAYERS**

A Player can check his current cash assets balance on the Privilege account in the following ways:

- At the casino cashiers, where he can also acquire data on performed transactions and the status of deposits;
- On the web page.

## **7. PERSONAL DATA PROTECTION**

A Player gives consent to the processing of his personal data in a registration form, which informs him also with the entire Operator's personal data protection policy.

## **8. DISPUTE SETTLEMENT**

The Operator does not acknowledge any provider of out-of-court consumer dispute settlement to have jurisdiction in a consumer dispute, raised by a private user in accordance with the Out-of-Court Resolution of Consumer Disputes Act (ZIsRPS). The controller shall publish other data regarding out-of-court resolution of consumer disputes on its web site [www.hit.si](http://www.hit.si).

## **9. FINAL PROVISIONS**

The currently valid General Terms and Conditions are published on the web site and in all casinos. The Operator shall upon a Player's request provide him these General Terms and Conditions any time while the Privilege account is open.

The Operator reserves the right to change these General Terms and Conditions of Privilege Account Transactions. The Players will be informed of all the changes in the General Terms through the web site and in all casinos, 15 days prior to the entry in force of the new General Terms. If the Player does not inform the Operator in writing by the day prior to the suggested date of entry in force of the new General Terms that he does not accept the new Terms, he is considered to agree with the revisions. If the Player does not accept the proposed new General Terms, he is considered to have filed a request to close his Privilege account.

With the entry into force of these General Terms, the General Terms that have been in force up to day – 4th edition – cease to be in force.

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

Nova Gorica, 17 July 2020



HIT d.d. Nova Gorica  
President of the Management Board  
Tomaž Repinc