

GENERAL TERMS AND CONDITIONS FOR THE PRIVILEGE CLUB MEMBERSHIP AND OPERATION



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 (henceforth: "Member(s)") in accordance with provisions of these terms and conditions collect points which they can then redeem for different benefits, acquire comps by playing at gaming tables (henceforth: "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 (henceforth "Other Benefits") and redeem them.

The Controller of the Privilege Club is HIT hoteli, igralnice, turizem d.d. Nova Gorica, Delpinova ulica 7A, 5000 Nova Gorica, Slovenia, Registration Number: 5232058000 (henceforth: Controller).

Privilege Club is available on the website: »www.hit.si/myprivilege/« (henceforth: "portal My Privilege"), through which a Member can check their balance of points, comps at gaming tables, list of benefits available through their particular membership card, list of comps they can redeem in regard to the number of collected points, a valid price list of benefits that the Member receives on the basis of specific number of collected points, a list of business units that participate in the Privilege Club, etc.

The Member must register in order to use the portal My Privilege. The registration process must only be completed once and is free of charge. Rights for using the portal are tied to the password that the Member receives during the registration process. When registering for the first time, the Member must enter the number of their Privilege Club membership card, date of birth and e-mail address, which is needed to complete the process to acquire the password. The Registered Member logs in to the portal My Privilege using their e-mail address 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 that are a part of the loyalty program Privilege Club are casinos, online casinos and non-casino business units (hotels, restaurants, Bars, SPA centers, travel agency, etc.), which are marked with a "Privilege Club" mark and are published on the My Privilege portal (henceforth: "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.

Every natural person, who cumulatively meets the following conditions can become a Member of the Privilege Club:

- is at least 18 years old;
- 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 Republic of Slovenia 27/1995 with amendments (henceforth: "Gaming Act") and/or does not have a global ban on entering into the Controller's casinos;
- correctly filled out the application form in its entirety and signed it.

The application form is available at all business units and on My Privilege portal.

A correctly filled-out application form must be submitted at a business unit, whereby you need to present a valid identity document with a photograph. In case of becoming a Member of the Privilege Club via an online casino, the Member does not have to submit the application form in the business unit.

The Member receives a Privilege Card (henceforth: "Membership Card") when they become a Member of the Privilege Club, which they may 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;
- when the Member receives a confirmation e-mail for activating the membership in the online casino, which the Controller strives to send as quickly as 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. The Member submits the request for the termination of the membership in the Privilege Club in a written form, by filling out a special form, which is available at all Privilege Points in the Controller's business units, wherein the Controller reserves the right to identify the Member either through the My Privilege portal or by sending an e-mail from the e-mail address given for the purpose of membership in the Privilege Club to the e-mail address info@hit.si.

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 lists of benefits that are available through a specific Membership Card are available on the My Privilege portal.

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 is met or is carried out immediately on the basis of 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 is effective as of first day in a calendar year with regard to 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 January 1 to December 31). On January 1, the points which the Member collected in the previous calendar year for the purpose of advancing through Membership Card tiers are no longer relevant and the Member starts collecting them again on January 1, wherein the validity of the acquired higher tier of the Membership Card is limited to the year of issuing the higher tier Membership Card and the whole following 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 the "Privilege Club" mark and that are listed and marked on the My Privilege portal as business units that provide redeeming of individual listed benefits. Redeeming of collected points, comps at gaming tables and other benefits is only possible by presenting the Membership Card and a valid personal identification document in all business units that are marked with the "Privilege Club" mark and are listed and marked on the My Privilege portal as business units that provide redeeming of individual listed benefits.

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

1. In casinos:

- **collecting points:**
 - **on 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 the type of game, time of playing and the average bet. List of comps earned at gaming tables is published on the My Privilege portal.

2. Collecting points in the online casino:

- video reel and poker: 1 point for each €5 played;
- video roulette and black jack: 1 point for each €10 played;
- video punto banco: 1 point for each €20 played.

3. Collecting points in non-casino business units:

- 1 point for each €2 cash purchase (purchase with credit card or check 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 My Privilege portal.

4. 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 are possible to use or redeem only for discounts and benefits that are offered by the Controller to the Member at the moment that the Member wants to redeem them.

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 can validly collect points, comps at gaming tables and other benefits in the following manner:

- on 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 Membership 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 improper use of the Membership Card or because the Member did not present the Membership Card to the Controller's staff.

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.

Collected points, comps at gaming tables and other benefits are valid or can be redeemed for 1 year after the last recorded transaction with the Membership Card. After the expiry of the 1-year period, the collected and unused points, comps at gaming tables and other benefits 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, during the term of the self-prohibition or global ban, neither collect nor redeem points, comps at gaming tables and other benefits in any business unit in the Republic of Slovenia. During the term of the self-prohibition or global ban, the balance of the Member's collected and unredeemed points, comps at gaming tables and other benefits collected until the point of the issues of the (self)prohibition are frozen, but at most for a period of 3 years. After the expiry of the said freezing period, the Member has the opportunity to redeem previously frozen points, comps at gaming tables and other benefits of the Membership Card within 1 year. Insofar that 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 benefits of the Membership Card are erased in their entirety.

A Member, who is banned from entering into an individual Controller's casino, cannot collect or redeem collected points, comps at gaming tables and other benefits in such casino. Notwithstanding the above listed, the Member can collect and redeem 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 unit, 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 in the following manner:

- at Privilege Points in casinos;
- at marked kiosks in casinos;
- on My Privilege portal;
- at slot machines (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 only if it is not the consequence of the Member's misuse. In case of the Member's misuse of the Membership Card, the Controller reserves the right to charge for issuing of an additional Membership Card in accordance with the Controller's valid pricelist.

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

The controller reserves the right to issue a ban on entry into the casino(s), a ban on redeeming collected points, comps at gaming tables and other benefits as well as to terminate the membership in the Privilege Club if the Member tries to abuse the Membership Card (e.g. tries to redeem or successfully redeems benefits by using a Membership Card they do not own, inserts Membership Card into a slot machine used by other guest and thus collects their benefits or in any way breaches rules stated in these General Terms).

The Controller is not responsible for any potential abuse of the Member's Membership Card or a stolen benefit coupon (benefit coupon is a document which proves that the Member is entitled to redeem an individual benefit). The Controller is obligated to check the identity of the Membership Card user during the direct redeeming of points, comps at gaming tables and other benefits or when 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 redeeming of benefits issued on the basis of the Membership Card. Notwithstanding that the Member is obligated to report a stolen or lost Membership Card immediately to the Controller to the e-mail address info@hit.si. The Controller will block the use of a Member's stolen Membership Card in no more than 24 hours.

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

- in all business units, where Members can collect and redeem points, comps at gaming tables and other benefits;
- on My Privilege portal;
- by sending an e-mail to info@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;
- when the Member dies;
- if the Member abuses the Membership Card or breaches the General Terms and Conditions for the Privilege Club Membership and Operation;
- 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 Privacy

The Member gives consent for the processing of their personal data on the application form for the Privilege Club, through which the Member also can familiarize themselves with the Controller's 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 My Privilege portal (www.hit.si/myprivilege/) and at all business units. The Controller can at any time during the term of the membership send these General Terms to the Member at their request.

The Controller reserves the right to change the General Terms and Conditions of the Privilege Club Membership and Operation. Members will be notified about any changes to the General Terms via 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.

When these General Terms become applicable, previously valid General Terms are no longer valid.

These General Terms are translated into multiple languages; if a dispute between the Controller and a Member arises, General Terms in the Slovenian language are applied and used.