

## **Terms and Conditions of the Holland Casino Poker Tournament**

### **Article 1. Applicability of these Terms and Conditions**

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

### **Article 2. Definitions**

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

<i>Holland Casino:</i>	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;
<i>Poker Tournament:</i>	A poker tournament organised by Holland Casino, offered in one of the branches of Holland Casino;
<i>Player:</i>	the natural person who has registered as a Player for a Poker Tournament;
<i>Website:</i>	the website of Holland Casino, namely <a href="http://www.hollandcasino.nl">www.hollandcasino.nl</a> .

### **Article 3. Registration, terms and conditions for participation and entrance**

1. Only natural persons can register for participation in a Poker Tournament. Third parties cannot register participants.
2. For each Poker Tournament, Holland Casino will announce how participants can register through the branch(es) or online, or both. Holland Casino will determine the method of payment. After receipt of the registration form and the registration fee, Holland Casino will provide a participation certificate, stating the Player's personal details and a reservation number.
3. The participation certificate for a Poker Tournament is strictly personal and non-transferable. This participation certificate will have to be submitted to the Tournament Organisation at the start of the Poker Tournament. Only Players with a participation certificate in their name can participate in the Poker Tournament.
4. In order to gain entrance to the playing casino and thus to participate in a Poker Tournament, the following terms and conditions for entrance must be fulfilled:
  - A Player must be at least 18 years of age;
  - Before entering the casino, a Player must produce proof of identity by means of an identity document valid in the Netherlands, such as a passport or Dutch driving licence, and register with the organisation.
  - A Player may not have been barred from entry nor have a visiting restriction, the visiting frequency of which would be exceeded by a new visit of the Player;
  - A Player must be dressed smartly.

### **Article 4. Refusal of entry, no participation**

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1. Without prejudice to the provisions of Article 3 paragraph 4, Holland Casino can – without any obligation to pay compensation of any kind – deny entry to the playing casino if:
    - a. Holland Casino has a reasonable suspicion that the Player will not observe the provisions of the House Rules, the Playing Rules, the Poker Rules, the Casino Games Decree and these Terms and Conditions of the Poker Tournament of Holland Casino;
    - b. Holland Casino believes that it might suffer damage by rendering services to the Player. Damage is also taken to mean damage to its image, its good name, as well as political damage.
  2. If the Player has provided incorrect or incomplete information to Holland Casino, Holland Casino has the right, depending on the circumstances, to refuse the Player entry to the playing casino and/or to exclude the Player from participation in the tournament, without any obligation to compensate any loss and without the Player being entitled to a refund of the registration fee by Holland Casino.

#### **Article 5. House rules and playing rules**

1. The Player is obliged to observe the provisions of the House Rules, the Playing Rules, the Poker Rules, the Casino Games Decree and the Terms and Conditions of the Poker Tournament of Holland Casino.
2. The Player is prohibited from bringing along mechanical, electrical and/or electronic devices other than as referred to below. Up until the time he has reached the prize money in the course of the Poker Tournament, the Player is allowed to have electronic devices authorised by Holland Casino, i.e. iPods, mp3 players and other sound carriers and sound-suppressing headphones with him in the poker pit, provided that such devices have no Internet access and are incapable of receiving and/or sending text messages and are not equipped with communication capabilities of any kind. Without prejudice to the provisions in the first sentence, it is therefore not allowed to bring along mobile phones, iPhones, iTouch, Treos, BlackBerrys and other similar devices.
3. Without prejudice to the provisions of Article 8, the Player is not allowed to wear or have with him any clothing or other items, including headgear, that displays brands, logos and other (advertising) communications, other than regular clothing brands and clothing logos.
4. If the Player does not comply with the provisions of Holland Casino's House Rules, Playing Rules, Poker Rules, the Casino Games Decree or the Terms and Conditions of the Poker Tournament, Holland Casino may disqualify the Player from the Poker Tournament, without prejudice to any other rights of Holland Casino.

#### **Article 6. Change(s) / Cancellation by Holland Casino**

1. 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.
2. If Holland Casino cancels a Poker Tournament, 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.

#### **Article 7. Cancellation by Player, no or late entry**

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 appear at the Poker Tournament or appears late or he 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.

#### **Article 8. Recording of images, sound or film during a Poker Tournament**

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1. By registering for the Poker Tournament, the Player gives Holland Casino irrevocable, unconditional, and royalty-free permission to make 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 the same, at home or abroad, through different types of media, including – but not limited to – radio, television, narrowcasting, internet, newspapers and magazines. All such shall include editing and re-use, and all such activities may also be outsourced to third parties. In such recordings, the Player may be identified by name and made recognisable to the public.
  2. 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 abroad with the Player's personal data for the purpose of press coverage of the Poker Tournament.
  3. 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.
  4. Holland Casino shall be under no obligation whatsoever to actually use the Recordings of the Poker Tournament.
  5. 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 (disguised) advertising communications.

#### **Article 9. Liability**

1. Holland Casino shall not be liable for any loss suffered by the Player in the context of participation in the Poker Tournament, 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 when his name or likeness is used by a third party who – with the consent of Holland Casino or otherwise – covers a Poker Tournament.

#### **Article 10. Prizes.**

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

#### **Article 11. Final provisions**

1. All agreements that arise between the Player 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 can be declared to apply by analogy to other gaming tournaments organised by Holland Casino.
3. This is an English translation of the original Dutch-language Poker Tournament Terms and Conditions. A German translation is 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.