

## **1. General information**

### 1.1.

The Establishments operating the landbased Circus Casino gaming halls operated by the following companies: CIRCUS BELGIUM SA and its subsidiaries, Games Services SA, SLOTS SPRL, WINVEST SPRL, OLYMPIAN WALLONIE SA, Mr JOKER SPRL, PRE CARATS SPORTS SA, ROYAL NAMUR SA, EURO 78 SPRL, PARCTION SA and all the companies that could be acquired or incorporated in the future by one of the companies listed above and who have their headquarters and place of business listed on the Belgian Gaming Commission website<sup>1</sup> (hereinafter “CBE” or “the Company”), organize competitions which are subject to these general competition rules (hereinafter the “Rules”).

The Rules are applicable to all Competitions (hereinafter the “Competition(s)”) organized by CBE regardless of the medium through which the Competitions are made available to players.

The special conditions of each Competition may be the subject of specific rules, the provisions of which are attached to the offer to participate. Such special conditions complement these general terms and conditions. In case of any conflict, the special conditions shall take precedence over the Rules.

### 1.2.

Participation in the Competitions constitutes complete and unconditional acknowledgment and acceptance of the Rules.

### 1.3.

The practical details of each Competition are communicated by CBE, prior to the launch of the Competition on the medium or media through which the Competition is available. These details specify the participation conditions, the prize or prizes that may be won, and the dates and times at which the Competition begins and ends.

## **2. Terms of participation**

### 2.1. Criteria for participation

Unless otherwise stipulated in the special conditions of a Competition, and in compliance with the regulations in force, participation in the Competitions is, in principle, always completely free and is made without obligation to purchase products or services from CBE.

The Competitions are open to any individual who is at least 21 years of age, with full legal capacity, participating in his or her own name and domiciled in Belgium – or a national of a country authorizing participation in games of chance – at the time of the Competition. In the event that the Competition involves gambling, the age of participation is then the minimum age provided by Belgian gambling laws, for each particular game.

Unless otherwise stated, only one entry per person is allowed; any form of multiple participation is strictly prohibited. In any case, a participant may only compete for one prize, unless otherwise specified in the special conditions.

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<sup>1</sup> Available at the following link:

## 2.2. Exclusions

The following are excluded from the participation in the Competitions: CBE employees, agents or subcontractors, persons with gaming bans, persons under the age of 21, and any person who has directly or indirectly taken part in the organization or running of the Competition, as well as their spouse, parents or children.

The Company also reserves the right to exclude any entrant to the Competition, or not to award the prize of the Competition, at any time and without prior notice:

- If they do not meet the conditions of participation described in the Rules or in the special conditions of the Competition;
- In the event of suspicion of illegal activities, fraud, cheating, abuse, identity theft or multiple participation, or if this person does not provide, or provides late, the information needed for identification and authentication purposes or any information of which CBE may require disclosure in order to award the prize to the participant or allow them to receive it;
- If the participant has provided incomplete, illegible or incorrect information.

CBE reserves the right to take legal action against anyone who commits any type of act that could be considered falsification or fraud.

## **3. Prizes**

### 3.1. Description and awarding of prizes

For each Competition, the running of the Competition, the description of the prizes and the conditions for the awarding thereof are defined in the relevant special conditions, if any. Unless otherwise specified, each winner shall only be awarded a single prize, regardless of the terms of the Competition (stakes, multiple rankings, etc.).

Prizes are strictly personal and non-transferable, and cannot be exchanged for another prize or for cash. If the prize offers a free service or access to an event, it cannot be resold (*Law of 30 July 2013 on the resale of tickets providing access to events*).

The list of prizes provided is for indicative purposes only. The organizer reserves the right to change it at any time.

All taxes, fees, subscriptions, package deals, any general expenses and/or any other type of service necessary for the use and/or enjoyment of the prize in all its forms will be the exclusive responsibility of the winner.

### 3.2. Identifying the winner

Final awarding of prizes will take place only after verification of the winners, their identity and contact details, and compliance with the participation conditions.

The identity of participants and winners may require verification via communication of official documents: identity card, passport or provisional passport, as well as proof of residence, in the manner and within the deadline required by CBE.

### 3.3. Notification, acceptance and distribution of prizes

The means of notification, acceptance and delivery or distribution of the prizes, specific to each Competition, will be specified in the special conditions of the aforementioned Competition.

The declared winners acknowledge that they may be disqualified if they do not meet the conditions for participation and if the Company cannot contact them by any means of communication or, if applicable, when they do not reply within the allotted time to an email (with the deadline being provided in the email) from CBE or any third party acting on its behalf; or if it is impossible to identify them as winners due to an error in their personal data due to sending or communication of erroneous, incomplete, inaccurate or illegible data, for which CBE cannot be held liable. The winner will lose any right to compensation in any form whatsoever.

In the event that CBE identifies an anomaly or any circumstance constituting an exclusion within the meaning of Article 2.2, it reserves the right not to award the prize or to award it to another participant without prior notice.

#### 3.4. Delivery of the prize

The time when prizes are awarded/delivered/distributed is subject to the availability of said prizes from CBE's provider.

In the event that the company offering the prize ceases its business activities before the prize is delivered/distributed, CBE reserves the right to change the Competition or to modify the prize. In such a case, CBE shall be released from all liability to both the participants and the winner(s).

The winner may receive their prize by post, if necessary, at the address they communicated to CBE or according to the terms indicated in the special rules.

CBE cannot be held liable in the event that the winner does not receive the prize as a result of a failure by the participant (e.g., incorrect address provided) or by third parties (e.g., the provider of the prize).

CBE is not liable for losses in shipment or for any damage caused during transport. Shipments not picked up at the post office will not be resent or reimbursed.

Claims for a prize which is damaged, non-compliant or not received will only be processed by CBE if such claims are received by registered mail to the following address, no later than 90 days after the date when the prize in question was awarded: CIRCUS BELGIUM S.A., Rue des Guillemins 129, 4000 Liège, Belgium.

If applicable, the address communicated must correspond to the proof of address or residence communicated and/or sent to CBE under Article 3.2 of these Rules.

### **4. Right to image and publications**

Each participant gives their free, specific, explicit and informed consent to allow their image (photographs or videos) to be used as part of CBE's promotional activities, including via broadcast of such images in the written or audiovisual press, on the Internet, and on content-sharing platforms (including social media). This consent also includes the option to publish or broadcast the participant's first and last name under the same conditions.

Use of the participant's image and personal information is strictly limited to purposes of promoting CBE's activities, and may not extend beyond a period of 3 years as from the date when the image was taken, except by specific later agreement with the participant.

The participant has the right to refuse to participate in any collection of images (photo or video), and to withdraw their consent at any time, by means of a simple written request addressed to CBE. If consent is withdrawn, CBE agrees to immediately cease any new distribution of the participant's image or information.

Under no circumstances shall this clause imply a transfer of the participant's image rights to CBE, which is authorized solely to use the participant's image for promotional, non-commercial use, within the limits set forth in this clause.

## **5. Control, communication and complaints**

### 5.1. Competition control

The Competitions are generally organized under the control of CBE and, if it so decides or is so bound, under the control of a bailiff.

### 5.2. Acceptance and Communication of the Rules

The act of participating in a Competition organized by CBE implies knowledge and acceptance of these Rules, and of the special conditions of said Competition.

The Rules are available online and in the establishment where the Competition takes place; they are an integral part of each Competition and will be communicated to any person who requests it.

## **6. Modifications**

CBE reserves the right to make any changes to these Rules at any time without prior notice or obligation to give reasons for its decision, and without incurring liability.

All participants will be deemed to have accepted these modifications simply by participating in the Competition, as from the date when the modifications entered into effect.

## **7. Limitation of liability**

### 7.1. Risks - Special Circumstances and Force Majeure

CBE reserves the right to modify, postpone or cancel the Competitions (or part of them) if exceptional circumstances occur or in the event of force majeure, without being held responsible or liable.

When the Competition involves an event (fair, show, concert, etc.) for which the prize consists of one or more admissions to attend it, in case of a decision by the organizers of the event or the authorities to cancel it for any reason whatsoever before or on the day of the event, CBE shall be released from all liability both towards the participants and towards the winner(s). Admissions won for an event thus canceled or postponed cannot be compensated by any means, except with CBE's agreement.

In the event of a competition organized on the Internet, by telephone or via text message, CBE cannot be held liable for the limitations inherent to the use of these services, including but not limited to technical problems, service interruptions, and any other risk inherent to online activities or message transmission via text message. Under no circumstances can CBE be held responsible for illegible or incomplete answers or for the loss of messages sent by participants.

### 7.2. Damages

CBE cannot be held liable for any damage, direct or indirect, immaterial or material, or for any accident or death, which may result from participation in the Competitions and/or the awarding, obtaining and use of the prizes.

### 7.3. Third party failures

Finally, CBE cannot be held liable in the event of technical problems, communication problems or in the event of failures by third parties involved in the Competitions, their organization, or the awarding of prizes.

### 7.4. Prize consisting of participation in an event or travel (hereinafter the “Event”)

All participants and accompanying persons participate in an Event at their own risk; they remain solely responsible for their actions which may take place as part of their participation in the Event. CBE cannot be held liable in the event of damages caused to a third party or to another participant, or their companion, whatever the nature of the damage or the facts that give rise to it.

All other expenses of any kind incurred during the trip will be at the participant’s expense.

All participants are solely responsible for the information to be communicated and the formalities to be completed to ensure their participation and availability/attendance at the Event, including the requirement to have a valid passport or to have completed the necessary visa formalities.

## **8. Protection of personal data**

CBE devotes the greatest possible care to protecting the personal data provided by participants. By participating in the Competition, participants acknowledge having read and agreed to the terms and conditions for processing of personal data defined in the Privacy Policy available here: <https://www.circus-places.be/en/privacy-policy/> Participants are informed that their names and contact details will be processed according to the terms and conditions set forth in the aforementioned Privacy Policy. This data will be included in an address file that may be made available to third parties and/or that may be used internally or for commercial purposes (“direct marketing”). Any participant can request a copy of the data concerning them and have it rectified, according to the terms and conditions set forth in the Privacy Policy. They may, at their request and free of charge, oppose the processing of data concerning them by CBE.

Any request regarding processing, protection of personal data, and the exercise of any rights relating to such data, should be sent to the following address: [privacy@circus-casino-places.be](mailto:privacy@circus-casino-places.be) The interested party must attach to their application the exact content of the right they wish to exercise, their contact details and address, and a legible copy of their identity card or passport.

## **9. Intellectual property**

### 9.1.

If participation in the Competition involves the sending or downloading of material containing intellectual property rights, the participant guarantees on the one hand that they are the owner of these rights and, on the other hand, guarantees CBE against any recourse or action by any third party in this regard. In this context, the participant transfers the intellectual rights to the aforementioned material to CBE, free of charge, and guarantees the peaceful enjoyment thereof, for the whole world and during all the period of validity of these rights, for use in the context of the Competition, without any other restriction and as broadly as the law allows.

Such transfer applies to intellectual property rights in the broadest sense, including, in particular, the right to reproduce, communicate, distribute, exploit and/or adapt the material, or to cause the material to be reproduced, communicated, distributed, exploited and/or adapted, via all means and processes and in any medium.

The participant shall vouch for the agreement of all third parties and commits to ensuring that any rights-holders transfer their rights with regard to the material to the participant in the same manner.

This will be the case, in particular, for the image rights of any persons who may be represented in the material used by the participant as part of their participation in the Competition and for which each participant therefore guarantees to have obtained authorization in advance from the persons represented in the material to send it or to download it for the Competition, and to publish it in all media (printed magazines, websites, applications, TV, radio, etc.) managed by CBE, its related companies or partners and/or any third party. If minors appear in the photo, the Competition participant confirms that they have received the authorization of the minors' parents or legal guardians.

The participant is prohibited from using material as part of their participation in the Competition which, for whatever reason, is likely to damage the image, privacy or reputation of a third party or is likely to cause them harm, for whatever reason. The material provided by the participant may not contain any defamatory, offensive, pornographic, racist, shocking, illegal or immoral elements.

CBE reserves the right to remove any material that does not comply with the conditions set forth in these Rules, and to exclude any participant on this basis from the Competition in question or other competitions.

9.2.

If technologies and/or media belonging to third parties are used as part of the Competition, this does not imply the participation of these third parties in these Competitions. Unless otherwise stated, CBE is the sole organizer of the Competitions.

#### **10 – Applicable law and competent courts**

These Rules are governed by Belgian law. Only the courts of the judicial district of Liège are competent in the event of legal disputes.