

General Terms and Conditions (GTCs)

for the 'Membär Club' of Grand Casino Kursaal Bern AG

1. MEMBÄR CLUB CARD

The Membär-Club Karte is a card of Grand Casino Kursaal Bern AG, Kornhausstrasse 3, 3000 Bern 22, Switzerland (hereinafter 'Casino'). All rights in connection with the Membär Club apply exclusively to the Casino.

The following terms and conditions apply to participation, the acquisition and redemption of points and the general operation of the Membär Club. We expressly point out that special conditions (e.g. time-limited or special promotions) may result from further documents (e.g. information at www.grandcasino-bern.ch and/or information material available in the Casino, etc.).

2. PARTICIPATION

All private individuals over the age of 18 who are not subject to a gambling suspension, a gambling ban or a local entry ban are eligible to participate. The Membär Club card must be in the official name of the participant. Only the address of residence given to the authorities shall be used as the address. All participants in the Membär Club are obliged to keep their details up to date and to inform the Casino of any changes (e.g. change of residence or name after marriage). Membär points already acquired shall be retained in the event of renewal, subject to Clause 6 (Termination of the Membär Club). Membär Club participants with details who do not satisfy these conditions may be blocked and have their card confiscated at any time. When entering the Grand Casino Bern, the house rules are accepted.

There is no legal entitlement to admission to the Membär Club. The Casino may refuse admission to participation without stating a reason.

Participation is personal, non-transferable and free of charge. Upon request, Membär Club cardholders must prove their identity.

The Membär Club card shall remain the property of Grand Casino Bern and may be blocked and/or withdrawn at any time without stating a reason. Each participant is obliged to handle the Membär Club card with care and must return it to Grand Casino Kursaal Bern AG, Kornhausstrasse 3, 3000 Bern 22 upon termination of participation in the Membär Club. The Casino declines all liability in the event of loss or misuse of the Membär Club card.

2.1 Start of participation

Participation shall begin on application on the day the personal Membär Club card is handed over to the participant at the Casino.

The Membär Club application form must be completed in full and signed and handed in at the information desk or at the Casino's check-in.

3. ACQUISITION OF POINTS

Each participant can collect points in the Casino with their personal Membär Club card. The number of points is determined by the programme conditions in force at the time the benefit is claimed. Accordingly, based on the turnover when playing on a gaming machine or Touch-Bet Roulette terminals, each participant has the opportunity to acquire points per session (time of insertion of the Membär Club card "in" until the time of withdrawal of the Membär Club card "out"). Points can also be generated when playing table games and paying in the Crazy Daisy Kitchen Bar, as long as the Membär Club card is shown beforehand. No more points can be collected after the game has been played or consumption or services have been paid for. Participants are deemed unconditionally to accept the points balance if they do not object to it in writing to Grand Casino Bern Kursaal Bern AG, Kornhausstrasse 3, 3000 Bern 22, Switzerland within 30 days of the points transaction. No claims for damages shall arise for the participant from technical malfunctions and/or operational failures that preclude the use of the Membär Club card. A subsequent crediting of such uncredited points is excluded.

4. REDEMPTION OF POINTS

The points collected can be used for game stakes, consumption and/or services. The redemption period, the required number of points to be redeemed and the type of benefits can be found on the website www.grandcasino-bern.ch/membraer. You can also use your credit with a cash ticket.

Unless there is a prior termination of participation in the Membär Club, whereby all associated discounts and benefits from the programme expire, Membär Club points shall lapse on the date of expiry.

5. LEVELS

By collecting points, the Pro, Master or Royal levels can be reached. Only those services can be used that are currently available for the level. There is no legal entitlement to the granting of such benefits. The Casino reserves the right to refuse to award a designated level or to terminate an existing status without notice by unilateral declaration in the event of misuse of the Membär Club card or circumvention of the terms and conditions of participation.

6. TERMINATION OF THE MEMBÄR CLUB

6.1 Cancellation by the participant

Participants may terminate their participation in the Membär Club at any time without giving reasons. Termination is effected by returning the Membär Club card at the information desk or at the check-in. In the event of termination of participation in the Membär Club (actively by the member or in the case of deceased persons), all Membär Club points and the benefits associated with the programme shall lapse immediately.

6.2 Expulsion from the Membär Club

The Casino reserves the right to expel participants from the Membär Club at any time in the event of abuse or breach of the General Terms and Conditions. For the purposes of this provision, the sale, exchange or transfer of points as well as the collection of points through game stakes, consumption or the purchase of services from a third party are abusive. The Casino is also entitled to exclude the participant from the Membär Club in accordance with this section if a gambling suspension, a gambling ban or a local entry ban is imposed on the participant.

In the event of exclusion, the accumulated Membär Club points will be forfeited without replacement. The assertion of claims for damages against Grand Casino Bern is expressly excluded.

6.3 Termination of the Membär Club by the Casino

The Casino is entitled to suspend or terminate the Membär Club subject to a notice period of 2 months. Points not used by the end of the notice period shall be forfeited and the Membär Club participant shall not be entitled to any compensation.

7. PRIVACY POLICY

The Casino has been awarded the GoodPriv@cy data protection seal of approval. The Casino is committed to handling participants' data carefully and in accordance with the law. To this end, the Casino operates a data protection management system that is certified in accordance with the GoodPriv@cy data protection seal of approval. In particular, the Casino will not disclose the data of Membär Club participants to unauthorised third parties.

Each Membär Club card is provided with an individual serial number, which is assigned to the participant in each case. No data is stored on the Membär Club card.

By participating in the Membär Club, a customer profile of the participant is created. A customer profile is composed of contact

data and any game and visit data. The contact details include information such as name, address, telephone number and email address. The personal data associated with participation shall be processed automatically for purposes serving the implementation of the programme and used for customer care and marketing purposes of the Casino. By participating, the Membär Club participant agrees to receive information about services of the Casino by mail or e-mail. The participant may prohibit the delivery of advertising materials at any time for the future. Revocation may be made electronically at info@grandcasino-bern.ch, by activating the corresponding link in the advertising e-mail or by written notification to Grand Casino Kursaal Bern AG, Kornhausstrasse 3, 3000 Bern 22. The Membär Club participant acknowledges that in the event of a revocation he shall not receive any information about the Membär Club such as current discounts or promotions.

8. CHANGES TO THE MEMBÄR CLUB OR GENERAL TERMS AND CONDITIONS

Grand Casino Bern reserves the right to make amendments or addenda to the Terms and Conditions tacitly, provided that this does not have a negative impact on participation in the Membär Club. In other cases, such matters shall be brought to the attention of the Membär Club participants subject to a notice period of one month by sending it to the last postal address or e-mail address provided. Each participant is entitled to terminate participation in the Membär Club subject to a notice period of 14 days from delivery of the notification if they do not agree with a change. Points not used by the end of the notice period shall be forfeited and the Membär Club participant shall not be entitled to any compensation. The current General Terms and Conditions and house rules can be found at our website www.grandcasino-bern.ch.

9. LEGAL ORDER AND JURISDICTION

The place of performance and jurisdiction is Bern. Swiss law applies. If individual clauses of these General Terms and Conditions should become invalid in whole or in part, all other provisions shall remain in full force and effect. The invalid provision shall be replaced by a provision that generally comes closest in economic terms to the meaning and purpose of the invalid provision in a legally effective manner. The same applies to any loopholes or omissions.