

GENERAL TERMS AND CONDITIONS OF GRAND CASINO KURSAAL BERN AG

1. GENERAL

Grand Casino Kursaal Bern AG, Kornhausstrasse 3, 3000 Bern 22, Switzerland (hereinafter the "Casino"), has a licence to operate a casino in Switzerland (licence no. 516-005/03) in accordance with the applicable Swiss Gambling Act.

As a licensed casino, the Casino is bound by the applicable laws and regulations on gambling (www.esbk.admin.ch/esbk/de/home/rechtsgrundlagen/gesetzgebung.html). The Casino is supervised by the Swiss Federal Gaming Board (FGB) (www.esbk.admin.ch/esbk/de/home.html).

For reasons of readability, the masculine form has been chosen for this text, but all information always refers to members of both sexes.

2. OBJECT AND SCOPE

These General Terms and Conditions govern the access to and use of gambling of casinos. They apply exclusively to terrestrial casinos. The use of online casino games, including any demo versions thereof on the website www.7melons.ch and on subpages of such website operated by the Casino, however, is subject to the "General Terms and Conditions Online Casino 7melons.ch".

These General Terms and Conditions also govern the booking of entertainment offers, such as experience packages, food and beverage, events, etc.

When using the Casino's games, the guest shall comply with these General Terms and Conditions as well as the house rules of the Grand Casino Bern and the game rules of the casino games offered.

3. ADMISSION

3.1 ADMISSION AND REFUSAL OF ADMISSION

Guests must prove their identity with official means of identification before being admitted to the Grand Casino Bern (Article 54 of the Swiss Gambling Act [Geldspielgesetz – BGS]).

The following documents are accepted, provided they are still valid* and issued in Latin script: passports and identity cards permitting the holder to cross the border, driving licences, diplomatic identity cards, Swiss foreign national identity cards (B, C, Ci, G, L), Swiss credentials cards for civil servants within the Swiss government, the cantons and the municipalities, and casino customer cards, provided authorisation has been obtained from the Swiss Federal Gaming Board (FGB). The identity documents must feature a photo and state the last name, first name and date of birth.

* According to the Swiss Federal Gaming Board (FGB), valid forms of identification include those foreign passports or identity cards which permit the holder to cross the border

in accordance with the directives of the Swiss Federal Office for Migration, as well as Swiss passports and identity cards which expired no more than five years ago.

During the security check on admission, data will be registered as prescribed in accordance with the legal due diligence requirements under anti-money laundering legislation.

The security staff on duty are authorised to deny people admission or to ask guests to leave the Grand Casino Bern without providing any reason.

The decision on admission is based solely on factual grounds.

3.2 MINIMUM AGE

Admission to the Grand Casino Bern is permitted from the age of 18 only.

3.3 FURTHER RULES ON ADMISSION

Further admission regulations, in particular clothing regulations, are governed by the Casino's house rules. The current version of the house rules applies.

4. CASINO OPERATIONS

4.1 AUTHORISED GAMES

The Casino offers only games that are authorised under the Swiss Gambling Act.

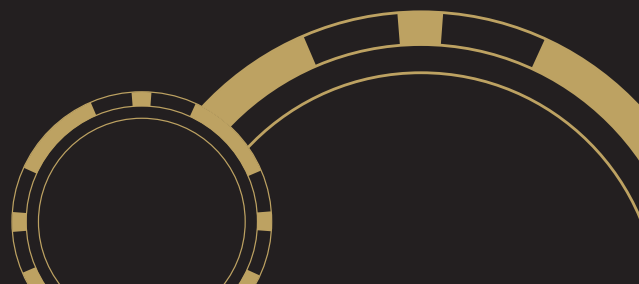
4.2 RULES OF PLAY

Game table limits apply to individuals and must not be circumvented by a group of individuals who have clearly assembled for this purpose (collusion). Management reserves the right to issue a ban on entry to the premises at any time in the event that this rule is contravened.

Guests shall not leave the game table and/or slot machines until any winnings have been paid out or until no credit remains on the machine.

Machine reservations are generally only possible for short periods (e.g. while exchanging tokens, credits or money) and must be reported to the Grand Casino Bern staff beforehand.

Guests shall comply with the rules of play of the respective games at all times. The rules of play can be found in brochures explaining the games, which are made available to guests at the Casino in an appropriate manner, as well as on the website www.grandcasino-bern.ch.



4.3 MEANS OF PAYMENT

The Grand Casino Bern reserves the right to accept only Swiss francs and major foreign currencies. Guests will be informed appropriately about the currencies accepted by the Casino at any given time.

A commission will be charged for currency exchange.

4.4 CHEQUES

Bearer cheques are not accepted.

4.5 TITO

TITO tickets are regarded as a security under Articles 965 to 1155 of the Swiss Code of Obligations (Obligationenrecht – OR) (SR 220). According to Article 127 of the OR, this claim will become statute-barred after 10 years.

4.6 BETTING

Placing bets on a credit basis, i.e. announced bets, is prohibited; announcements at roulette tables are permitted. All bets must be covered.

Bets may only be placed with chips issued by the Casino. Bets with other chips or tokens are not permitted.

4.7 LOANS

The Grand Casino Bern does not issue any loans. Guest-to-guest lending is not permitted either.

4.8 BETS AT GAME TABLES

Bets at game tables may only be placed with chips issued by the Casino. Cash bets are not permitted. Guests can obtain the chips on site at the cash desk. The monetary value of the chips must be paid in Swiss francs or in an accepted foreign currency. Guests paying in an accepted foreign currency will be issued non-negotiable chips. In the event of winnings, the croupier will exchange them for conventional chips.

Alternatively, guests may obtain the chips from the croupier, in which case the monetary value of the chips may be paid only in Swiss francs. Guests shall place cash on the game table. Under no circumstances shall the cash be handed directly to the croupier. Subsequently, the croupier will hand the guest chips equivalent to the amount paid.

The chips can be exchanged for Swiss francs at any time at the casino cash desk against payout of the cash value.

4.9 BETS ON SLOT MACHINES

Slot machines can be played with banknotes in Swiss francs as well as with tickets issued by the Casino.

Any credit on a slot machine will not be paid out in cash, but only in tickets. Such tickets can be used to play any number of the slot machines at the Casino.

4.10 ILLEGALLY OBTAINED GAMBLING REVENUE

In compliance with its statutory obligation, the Casino confiscates illegally obtained gambling revenue and transfers it to the Swiss old-age and survivors' insurance (OASI). Technical aids may be withheld and presented to the investigating authorities.

The Casino explicitly reserves the right to take further legal action, in particular to file a criminal complaint or a civil lawsuit.

4.11 JACKPOT WINNINGS

The Casino draws your attention to the fact that if there are multiple winners of the Swiss Wide Area Jackpot, the amount will be split between the winners. Jackpot winnings of up to CHF 20,000 are generally paid out in cash (except for the Swiss Jackpot, which is paid out in cash up to CHF 50,000). A cheque will be issued for any sums exceeding CHF 20,000 or CHF 50,000, respectively.

4.12 RESPONSIBLE GAMBLING

The Casino takes its responsibilities and obligations with respect to player protection and addiction prevention seriously and provides various tools and information to control or limit gambling behaviour.

The Casino is required to impose a gambling suspension on guests in accordance with Article 80 of the Swiss Gambling Act if it suspects that the guest is over-indebted, does not meet his financial obligations or makes gambling bets that are disproportionate to his income and assets or if it receives a relevant report from the competent authority or specialist agency (Article 80(5) Swiss Gambling Act).

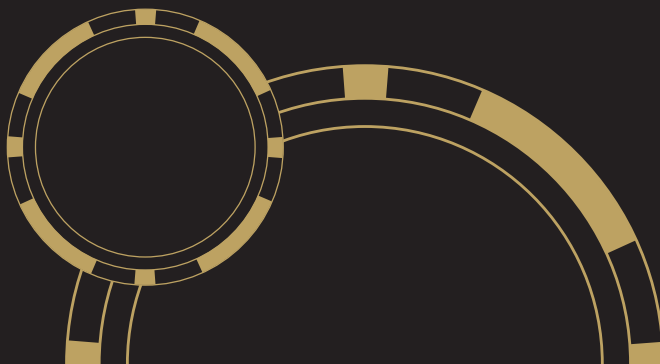
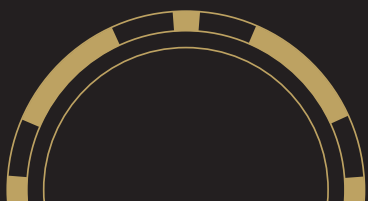
The Casino may at any time request from the guest information and documents necessary for the fulfilment of its legal obligation, in particular information regarding the guest's financial circumstances.

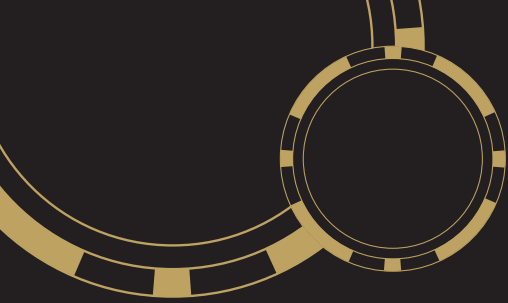
Upon justified request, the Casino may lift the gambling suspension if it has determined that the requirements for a suspension pursuant to Article 80 of the Swiss Gambling Act are not met.

The gambling suspension is entered in a Switzerland-wide registry.

4.13 EXCESSIVE GAMBLING

If a guest believes that they might have a problem with gambling that may potentially turn into a habit or an addiction, they can seek advice and assistance from the Grand Casino Bern's shift manager on duty. Every guest is free to enact a self-imposed suspension. Please note the "Personal responsibility and discipline when gambling" brochure, which is available at the Grand Casino Bern.





4.14 PREVENTION OF MONEY LAUNDERING

The Casino has an obligation to prevent money laundering. This obligation is based on the Swiss Anti-Money Laundering Act (AMLA) and the Swiss Ordinance of the Federal Gaming Board on the Diligence of Casinos in Combating Money Laundering (AMLO-FGB).

For this reason, the Casino identifies and logs the guests depending on the amount and type of transactions (Article 2 AMLO-FGB). For identification purposes, the same ID cards that authorise admission to the Casino are accepted. At the Casino's request, the guest must disclose the beneficial owner, detailed information and documents on payment transactions as well as the origin of funds. In cases of suspicion, the Casino may terminate the business relationship with the guest and report him to the Money Laundering Reporting Office Switzerland (MROS). This requires knowledge, suspicion or reason to believe that a player's transaction involves, among other things, funds from illegal activities.

4.15 VALUABLES LEFT UNATTENDED

Any money, tokens and chips left unattended or credit left on slot machines not in play will be held for a duration of 28 days for the rightful owner. If the owner cannot be identified, management will decide as to what to do with the money, tokens or credit once this period has lapsed. If these are not claimed until after management's decision, but before the end of a year, these will be reimbursed by the Casino on the basis of a goodwill payment, provided the claims are credible and verifiable.

4.16 TIPS

All tips are collected centrally and managed by the Casino. Tips are distributed among staff in line with company rules and guidelines. 5 % of the tips total is assigned to a special-purpose staff fund, 19 % is used as a salary component and the remaining 76 % is used as a contribution to personnel costs. This corresponds to the legal guidelines (Article 57 of the Swiss Gambling Act).

For further information, please refer to the on-site Guest Care Shift Manager.

5. ENTERTAINMENT

5.1 RESERVATION AND BOOKING

Experience packages, food and beverages, events, etc., can be booked exclusively via www.shop.grandcasino-bern.ch (online shop), at the Casino reception or by telephone.

Sending a booking request via the online shop constitutes a binding order. A binding contract is created when the booking confirmation is sent by the Casino to the e-mail address provided by the guest. This also applies to bookings made by telephone, as well as to bookings at the Casino reception.

The number of participants per event is limited. Bookings will be accepted only as long as there are still spots available. Registrations are considered in the order in which they are received. At any rate, bookings must be made at least 24 hours before the start of the event.

5.2 GROUPS

Inquiries about bookings for more than ten people can be made at the Casino on site at the reception, by telephone or by e-mail. The Casino prepares individual offers that are binding for 30 days from the time they are sent. If such an offer is not accepted at the reception, by telephone or by e-mail within such specified period of time, the Casino will no longer be bound by it.

In the case of group bookings, the number of participants must be indicated two weeks before the event.

The number of participants can be modified by 10 % up to three business days before the event – more substantial changes require consultation. In the event of a no-show, the Casino reserves the right to charge the full price for services.

5.3 CONFIRMATION

The electronic confirmation contains all necessary information for the participation in the event as well as a QR code. A voucher with a QR code is also issued for reservations made on site (at the reception of Grand Casino Kursaal Bern AG). No other admission tickets will be issued. A guest may be denied admission if he fails to present a valid QR code on site. In addition, all guests are subject to the requirement to provide proof of identity.

5.4 FEES AND TERMS OF PAYMENT

All prices are indicated in CHF (Swiss francs), including statutory value-added tax.

The participation fee and any other fees are payable, when the booking is made via www.shop.grandcasino-bern.ch, through PostFinance using a PostCard or credit card. When the booking is made on site at the Casino reception, we will also accept payment in cash (CHF) as well as various debit and credit cards (PostCard, EC, Mastercard, Visa).

Each transaction is authorised online by the respective credit card company. The Casino is not obligated to verify such authorisation and therefore expressly excludes any liability. The customer's credit card statement will show the purchases made at the Casino. The Casino does not store the credit card number.

The guest making the booking is liable for the entire fee, even if he makes the booking for other guests. The Casino reserves the right to exclude from the event the guest making the booking and any other guests for whom he has made the booking in the event of non-payment of the participation fee.

5.5 FOOD AND BEVERAGES ON SITE

Guests must pay any food and beverages consumed on site immediately.

If so requested, a total invoice for groups can be issued to an invoice address to be specified. The total invoice for food and beverages, that is, excluding any chips obtained

or any included playing credit, will be issued after the event and is payable within 30 days.

5.6 ACCESS TO AND USE OF GAMES

Access to and use of the games of the Casino are subject for all guests, without limitation, to Sections 3 and 4 of these General Terms and Conditions as well as the house rules.

5.7 LATE ARRIVAL AT THE MEETING POINT

The offer is only valid on the date booked at the specified time. The confirmation contains information on the time of arrival and on the start of the event. Guests are expected to respect the time of arrival.

The Casino reserves the right to deny admission to the booked event to guests who arrive at the meeting point only after the start of the event. Missed events or parts thereof cannot be made up later. There is no claim to reimbursement of the participation fee, not even of a pro-rated portion.

5.8 TERMS OF CANCELLATION

Group bookings can be cancelled without any charge up to 30 days before the start of the event. In the event of cancellation up to 14 days prior to the start of the event, the booking participant will owe 50 % of the participation fee; in the event of cancellation within 48 hours prior to the start of the event, the booking participant will owe the entire participation fee.

No right to reimbursement applies to a cancellation of individual bookings with pre-payment. The guest will be issued a voucher equivalent to the value of the cancelled booking, which he can use for a new booking of an experience package.

6. E-GUMA TICKETING SYSTEM

The General Terms and Conditions regarding E-Guma can be found at the following link:
www.shop.e-guma.ch/grandcasino-bern/de/tickets/terms

7. BONUS CLUB

The General Terms and Conditions for the Bonus Club (BoC) of Grand Casino Kursaal Bern AG can be found at the following link:
www.grandcasino-bern.ch/en/grand-casino-bern/bonus-club

8. PRIVACY POLICY

During the security check on admission, data will be registered as prescribed in accordance with the legal due diligence requirements under anti-money laundering legislation and the Swiss Gambling Act.

The Casino is committed to handling participants' data carefully and in accordance with the law. The Privacy Policy of the Casino applies. We also point out that Grand Casino Kursaal Bern AG operates a data protection management system that is certified in accordance with the SQS GoodPriv@cy® seal of data protection quality.

9. LIABILITY

The Casino rejects all liability in the event of theft or loss of personal belongings.

The Casino assumes no liability for any technical problems that occur during the operation of a gaming machine. Redress through the courts is excluded.

Technical malfunctions cancel all games and winnings.

10. SEVERABILITY

If individual clauses of these General Terms and Conditions should be 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 gaps or omissions.

11. APPLICABLE LAW AND JURISDICTION

The place of performance and jurisdiction for any and all legal disputes is Bern, Switzerland. Swiss law applies.

