LOYALTY PROGRAM GENERAL TERMS OF USE CIRCUS CLUB

V2025-3.1

I- INTRODUCTION

The CIRCUS CASINO FRANCE Group, represented by its Economic Interest Group CIRCUS FRANCE GIE (hereinafter "CF"), established and having its registered office at 37-39 Boulevard Murat, 75016 Paris, France, registered in the Paris Trade and Companies Register under number RCS 888 437 233, hereby establishes these General Terms of Use governing its loyalty program intended for Customers of Circus Casinos, hereinafter referred to as "Member(s)" or "Holder(s)".

These General Terms of Use shall apply in the establishments operating under the "CIRCUS" brand, hereinafter referred to as the "Circus Casinos", which term includes the CF Group's casinos and/or gaming club(s) located in Paris.

A list of the Circus Casinos updated in real time is available for consultation on the website at www.circuscasino.fr.

By accepting their card, Members agree to abide by the General Terms of Use, which are available for consultation at Circus Casino reception desks and on the aforementioned website.

When the card is issued, the CF staff member will invite the Member to read these General Terms of Use ("GTU") carefully.

The Circus Club Card loyalty card or Circus Club Card ("CCC") shall be exclusively personally delivered together with a copy of the Circus Club Loyalty Program GTU. Accordingly, the obligations provided for herein shall be deemed to have been fulfilled by CF, which the Customer acknowledges and accepts.

A copy of the Circus Club Loyalty Program GTU may be sent to the Customer by email upon request, by writing to: dpo@circuscasino.fr .

The GTU define the conditions under which CF organizes its Circus Club Loyalty Program. They may be forwarded to any Customer so requesting.

In the event of subsequent revision of the GTU, the latest updated version shall apply to the Member.

II- DEFINITIONS

Circus Casino: an establishment (including affiliates and franchisees) wholly or partly owned by the CF Group or in which the CF Group holds a majority ownership interest. The term covers the CF Group casinos and the Group's gaming clubs located in Paris. All Circus Casinos are included in the Circus Club Loyalty Program.

Circus Club Card ("CCC"): the card delivered to the Member when they join the Circus Club Loyalty Program.

Customer: a consumer of the game offers and other activities proposed by one of the Circus Casinos.

Drop: the process of buying chips at the game cashdesk.

Reference Establishment: the establishment where the Member joined the Circus Club Loyalty Program.

Member: a Circus Casino Customer who has joined the Circus Club Loyalty Program.

Circus Club Loyalty Program: the loyalty program set up by CF, for which the GTU apply to all "Member/Holder" Customers of the Circus Casinos.

Club Status: the CCC Status assigned to the Member.

Voucher: the ticket printed by the terminals located in the Circus Casinos that allows the Member to exchange their Bonus Points for a prize.

Status Point: points accumulated that allow the Status to be defined.

Status: the level of loyalty the Member has reached in accordance with the number of points they have accumulated.

Bonus Point: points accumulated by a Member and exchangeable for rewards.

Bonus Point Account: the account in which Bonus Points are recorded.

Holder: term applicable to a Member from the moment when they join the Circus Club Loyalty Program and obtain a personal CCC.

III- PURPOSE

The Circus Club Loyalty Program allows Members to accumulate and use loyalty points. Membership of the Circus Club Loyalty Program is open to all Circus Casino Customers (except for prohibited persons including, but not limited to, minors, persons covered by protective measures and persons prohibited under the French Internal Security Code and/or by ministerial order). The CCC allows the Holder to enter gaming halls upon sole presentation of the card, without having to show proof of identity, and to accumulate Bonus Points that can be exchanged for rewards, namely perks or prizes. The conditions for joining the Circus Club Loyalty Program and gaining entitlement to the corresponding perks are set out below. Membership is free of charge.

IV- CONDITIONS FOR OBTAINING A CIRCUS CLUB CARD

Customers wishing to become Members must:

- provide valid proof of identity (the Circus Casino will keep a copy of the identity document);
- agree to abide by these GTU and any subsequent amendments hereto, after having read them before signing the membership application form. The GTU may be consulted at any time on www.circuscasino.fr;
- give their consent to the Circus Casino taking a photo of the applicant, as visual identification is a determining condition for the issuance of the applicant's CCC. The photo will be stored for regulatory purposes in the applicant's CCC issuance file.

No card may be issued to an applicant subject to a national exclusion or ban on gaming issued by the Ministry of the Interior.

V- HOW THE CIRCUS CLUB LOYALTY PROGRAM WORKS

The program that has been designed for Circus Club Members is based on a system of loyalty "Statuses".

There are five Statuses obtained according to a scale, which allow the Member to accumulate Bonus Points that are credited to the Member's personal Bonus Point Account.

Points are awarded depending on the amounts played on slot machines, but also when the Member makes a Drop at the game tables.

This list is not exhaustive, and the Circus Casino may credit Holders' Bonus Point Accounts during occasional commercial promotions.

The Bonus Point Accounts and Statuses are reset to zero if the Holder accumulates no points during a consecutive 12-month period.

Bonus Points obtained and not exchanged for rewards within 12 months shall be cancelled and removed from the Bonus Point Account.

VI- STATUS-EARNING SCALE

PURPLE MEMBER CARD
Silver: 0-60 points
Gold: 61-3,000 points
Platinum: 3,001-12,000 points

BLACK VIP CARD
VIP: 12,001-24,000 points
VIP Premium: over 24,000 points

Upon joining the Circus Club, the Member receives a card corresponding to the first Status, i.e., Silver. To obtain a new Status, the Member must accumulate the requisite number of Status Points during a rolling 12-month period. The upgrade is activated in real time.

If, during a 12-month period, a Member fails to reach the number of points required to maintain their current Status, they will be automatically downgraded to the Status corresponding to the number of Status Points accumulated over the 12 months preceding the anniversary date of obtaining the Status and will instantly forfeit all perks associated with their previous Status.

Circus

When the number of points accumulated allows the Member to move up to the next Status, the perks associated with the new Status shall inure immediately to the Member's benefit.

• PERKS
•
• **Welcome offer** (valid once upon joining the program)
• Silver: €5 in NNTs*
•
• **Anniversary offer** (valid 6 days after anniversary date)
• Silver: €10 in NNTs*
• Gold: €10 in NNTs*
• Platinum: €10 in NNTs*
• VIP: €30 in NNTs*
• VIP Premium: €30 in NNTs*
•
• ** Non-Negotiable Tickets; the equivalent in Bonus Points is credited to the Bonus Point Account*
•
• **Point booster offer**
• Points are multiplied by a given multiplier depending on the Status:
• Gold: x 1.1
• Platinum: x 1.2
• VIP: x 1.4
• VIP Premium: x 1.6

The acquisition of points is defined according to a conversion ratio, which may be obtained on request and which the Circus Casino reserves the right to adjust at any time.

The Circus Club Loyalty Program allows Members to take part in games specially designed for them and to benefit from regular special offers.

All offers and rewards may be collected from the dedicated terminals or from a Circus Casino staff member.

Circus Casinos shall be entitled to modify these offers, including without limitation in order to comply with changes in laws or regulations.

Members will be notified as soon as possible of all changes to offers via any suitable means of communication.

To exchange their Bonus Points, Members must:

• insert their CCC into the Circus Casino terminal;
• go to the gift shop;
• select the desired offer or prize;
• print their Voucher showing the points deducted.

Perks and rewards obtained through the Bonus Point conversion catalog may not be redeemed, exchanged or replaced by another item or service for any reason whatsoever.

VII- LOSS OR THEFT

If a Holder fails to notify the Reference Establishment following the loss or theft of their CCC, they shall forfeit the right to use Bonus Points accumulated and the perks associated with said card. CF and the Circus Casinos accept no liability in the event of fraudulent use of a CCC.

Following the loss or theft of a CCC and once the customary checks have been completed, all remaining Bonus Points credited to the lost or stolen CCC shall be credited to the new CCC issued to the Holder.

However, the Circus Casinos reserve the right not to issue a new CCC or transfer the Member's Bonus Points if the loss or theft has occurred too often or was found to be fraudulent. Management considers a renewal request to be abusive when a Holder submits two renewal requests during a period of less than one month.

VIII- DISCLAIMER AND LIABILITY

1- Malfunctions and misuse

Members acknowledge and accept the characteristics and limitations of the CCC's functioning and the information-processing system that records the Member's perks.

In particular, technical malfunctions may occur, including in relation to power surges, occasional electronic component failures, and software programming or design errors wholly or partly falling within the scope of functioning of the CCC.

Technical malfunction refers to any problem inherent to the functioning of the CCC information-processing system.

In all cases where a Circus Casino considers, on the basis of multiple concurring factors, that Bonus Points or perks have been wrongly credited to or debited from a Member's Bonus Point Account, including due to a technical malfunction or fraudulent conduct by a Member and/or third-party accomplice with a view to obtaining Bonus Points on a CCC and/or crediting points to a Member's Bonus Point Account or obtaining undue perks, said credit or debit shall be fully canceled, after the Member has been notified, and the Member in question shall not be entitled to claim or request any compensation or reparation whatsoever.

Accordingly, the Circus Casinos reserve the right to perform any and all checks in relation to the use of the CCC; such checks may be performed at any time in respect of any Customer who is also a Member.

The Circus Casinos accept no liability for any direct or indirect loss or damage arising from a technical malfunction or from any suspension or cessation of the functioning of the CCC.

2- Data privacy

In accordance with the General Data Protection Regulation (GDPR) applicable since 25 May 2018, Members' personal data is stored for the duration of validity of the CCC.

Among other things, Members have the right to access, rectify and have their data erased, and may restrict processing of their personal data.

Members also have the right to object on legitimate grounds to the processing of their data, the right to object to the processing of their data for direct marketing purposes and the right to give CF instructions on what happens to their data after their death.

To learn more about data processing and all of their rights concerning their personal data, Members may consult the Privacy Policy on www.circuscasino.fr.

To exercise their rights, Members may write to dpo@circuscasino.fr.

The Reference Establishment must be notified as soon as possible of any changes to the data communicated upon joining the program.

3- Image rights

With regard to membership of the Circus Club Loyalty Program and in accordance with Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and in particular Article 17 of said Regulation on the right to erasure; Article 110 of the amended Law No. 78-17 of 6 January 1978 relating to data processing, data files and individual liberties; Articles 7 to 15 of the Civil Code; Articles 226-1 to 226-7 and 226-8 to 226-9 of the Criminal Code:

Members agree to the capture and use of their image, in photo or video form, during their visits to Circus Casinos. This expressly obtained authorization is valid for an indefinite period.

Any Member wishing to withdraw such authorization must notify their Reference Establishment.

Failing express notification of the withdrawal of such authorization granted for an indefinite period, neither the CIRCUS CASINO FRANCE Group nor CF may be held liable.

Members are hereby informed that the right to their image is linked to their right to privacy. By deciding to become Members and Holders, they give their consent to the use of their image (broadcast, publication, reproduction or commercial purposes).

The image may be an identifiable photo or video on one of the Circus Casino websites.

At any time, Members may request that their face be blurred or may exercise their right to erasure by writing to the data protection officer at: dpo@circuscasino.fr.

Lastly, Members' full names are not shown on social media posts, but Holders agree to the use of their first name and the first letter of their surname.

4- CF's liability

Photographs, text, graphics and information reproduced and illustrating the Circus Club Loyalty Program, services and perks are not included in the contractual scope. CF accepts no liability in the event of a manifest discrepancy between the representation of the products and services and their actual characteristics.

Perks and rewards obtained through the Bonus Point conversion catalog may not be redeemed, exchanged or replaced by another item or service for any reason whatsoever. No equivalent in cash will be awarded in exchange for the aforementioned perks or rewards.

IX- LES EXCLUSIONS

1- Decision and consequences

Members excluded from the Circus Club Loyalty Program forfeit the right to use the CCC in all Circus Casinos. They may under no circumstances claim the use of their remaining Bonus Points attached to the CCC or ask their Reference Establishment to reimburse the residual value of their perks. The CCC is automatically disabled in the event of exclusion and the excluded Member is not entitled to request any compensation in this regard.

CF shall cease all solicitation of an excluded Member as from the day following their exclusion.

2- Exclusion for fraudulent use of the CCC or Bonus Points

The use of a CCC is strictly reserved to the Member-Holder of said card. If the CCC is used by anyone other than the Holder, the Holder of said CCC shall be immediately excluded, as shall the fraudulent user of the CCC if such person is also a Member. The Member and the fraudulent user shall thenceforth be irrevocably banned from membership of the Circus Club Loyalty Program.

3- Exclusion followingtermination

The Holder of a CCC may terminate their commitment at any time, without having to provide an explanation, by sending their Reference Establishment a letter of termination stating their intention to terminate. The CCC shall then be disabled and all Bonus Points definitively forfeited.

X- GAMING ABUSE

1- General principles:

The CF Group is aware of its role in the world of gambling and games of chance and applies a risk prevention policy at each of its establishments. For this purpose, the Group has drawn up a policy for preventing issues related to all forms of game addiction.

The Circus Casinos are affiliated to www.sosjoueurs.org. All casino staff members are trained in the early detection of persons at risk of gaming abuse, i.e., those presenting risks of addiction or symptoms related to a potential addiction to gaming.

Visual information on the risks of addiction is on constant display at the establishments and on Group materials and websites referring to the practice of responsible gaming.

2- CF Group policy:

In accordance with Article 2 (3) of the ministerial order of 13 September 2017 establishing the terms and conditions of the provisional reopening of gaming clubs in Paris and Article 9 (3) of the ministerial order of 14 May 2007 on the regulation of casino games, the CF Group has always pursued a strong policy on gaming abuse.

This choice is partly due to Belgium's tight legal framework, which has considerably influenced the CF Group's development in France and worldwide, particularly in the area of online gaming.

Secondly, no gaming business may be undertaken without adhering to the concept of
"responsible gaming" promoted by the European Union in its various recommendations and case law decisions.

Our Group's mission is to leverage Circus technology in order to offer the best possible responsible gaming experience targeted at physical and online regulated markets.

The Group invests in order to propose an entertaining, responsible and regulated offering of games of chance. Moreover, our Group has made a name for itself as an innovator in promoting a number of measures to combat gaming abuse in Belgium and worldwide. The CF Group has invested in AI-powered software designed to identify players presenting risks of addiction.

In view of the massive impact of digital technology on modern society, our Group is aware that, besides our physical establishments, our products are liable to end up in the pocket of anyone in possession of a smartphone.

In this area, our headquarters in Belgium has set up a Responsible Gaming department and is working on a partnership with the Clinic for Gambling and Other Behavioural Addictions at the Brugmann University Hospital, Brussels, in order to contribute to behavioral research on players and design training courses in Responsible Gaming.

The Group has set up and regularly updates an e-learning course which is completed at regular intervals by all Group employees and managers.

XI- FORCE MAJEURE

CF accepts no liability in the event of a breach of any obligation provided for herein or otherwise due to force majeure or unforeseeable circumstances, including but not limited to: disaster, fire, failure or external breakdown and, generally, any irresistible and unforeseeable event that affects access to or use of the game offers and other activities proposed by the Circus Casinos.

Automatic exclusions

Circus Casinos will not issue CCCs to the following persons:

- Persons who fail to satisfy the conditions or provide the documentation required for the issuance of a CCC, as listed in section III
- Minors, including emancipated minors
- Public officials or uniformed military personnel not engaged in a mission
- Persons whose exclusion has been requested by the Minister of the Interior in accordance with the terms of Article 24 of the ministerial order of 14 May 2007 on the regulation of casino games.

The exclusions referred to in this section XI entail a refusal to issue a CCC throughout the duration of the exclusion.

Scenarios of exclusion from the Circus Club Loyalty Program:

All persons holding a CCC shall be excluded from the Circus Club Loyalty Program under the following conditions:

- Any Member or malicious and/or fraudulent user who uses the CCC in a fraudulent or deceptive manner or who enables such use.
- Any Member found guilty of fraudulent game practice.
- Any Member for whom the Ministry of the Interior has requested a nationwide ban on entering gaming halls (players prohibited from gaming) since joining the Circus Club Loyalty Program.
- Any Member requesting voluntary limitation of access to the Circus Casino ("zero visit").

XII- GOVERNING LAW AND DISPUTES

The Circus Club Loyalty Program GTU apply to each of the Circus Casinos located on French territory. These rules are governed by French law.

In the event of a dispute concerning the interpretation, performance or implementation of these General Terms of Use, and after the matter has been referred to customer service and a satisfactory response has not been obtained within thirty (30) days, the dispute shall be submitted to the exclusive jurisdiction of the competent court of Paris, including in the case of multiple defendants.

CLUB

Circus