LOYALTY PROGRAM GENERAL TERMS OF USE CIRCUS CLUB

V2025-3.1

INTRODUCTION

Société du Casino de Crans-Montana SA, a company registered in the Canton of Valais Company Register under number CHE - 108.749.616, having its registered office in Crans-Montana (VS) at the following postal address: Allée Katherine Mansfield 1, 3963 Crans-Montana, Switzerland, hereby establishes these General Terms of Use governing its loyalty program intended for customers of the establishment, hereinafter referred to as "Member(s)".

These General Terms of Use shall apply in the aforementioned establishment (hereinafter referred to as the "Casino").

By accepting the "Circus Club Loyalty Card" or "Circus Club Card" as defined below, Members agree to abide by these General Terms of Use. The General Terms of Use are available for consultation at the Casino reception desk and on the website at www.casinocransmontana.ch.

The Casino invites the Members to read these General Terms of Use ("GTU") carefully.

A copy of the Circus Club loyalty program GTU and the Circus Club Card shall be personally delivered to each customer when they join the program. As of that moment, the customer shall become a Member within the meaning of these GTU.

These GTU shall be deemed to have been accepted as of the date of their execution, and the ensuing obligations shall be deemed to have been fulfilled by the Casino, which the Member acknowledges and accepts.

The Member hereby acknowledges that they have read and agree to abide by these GTU.

The GTU define the conditions under which the Casino organizes its Circus Club loyalty program. They may be forwarded to any person so requesting.

In the event of subsequent revision of the GTU, the latest updated version communicated to the Member shall apply, unless a new version is either communicated to the Member (by any means, whether delivered personally or sent by email) or published on the Casino website.

The Circus Club Card is issued to a named individual and is strictly non-transferable.

The Casino is not entitled to issue a Circus Club Card to persons excluded or banned from gaming establishments, minors, or persons who fail to satisfy the conditions or provide the documentation required under applicable regulations.

I- DEFINITIONS

Casino: Société du Casino de Crans-Montana SA.

Member: a customer of the Casino who has joined the Circus Club loyalty program.

Circus Club Card: the card delivered to the Member upon joining the Circus Club loyalty program.

Bonus Points: points accumulated by the Member and exchangeable for rewards.

Status: level of status the Member has obtained.

Status Points: points accumulated that enable the status to be defined.

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

Voucher: the printed ticket that the Member can exchange at the Casino for the rewards earned through their Bonus Points.

II- PURPOSE

The Circus Club loyalty program allows Members to accumulate and use loyalty points. Membership of the program is open to all Casino customers, enabling them to accumulate Bonus Points exchangeable for rewards and obtain new perks depending on their status.
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 and entails no purchase obligation.

III- CONDITIONS FOR OBTAINING A CIRCUS CLUB CARD

Customers wishing to become Members must:

- provide valid proof of identity (the 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 latest version of these GTU may be consulted at any time on www.casinocransmontana.ch;
- give their consent to the Casino taking a photo of them, as visual identification is a determining condition for the issuance of the applicant's Circus Club Card. The photo will be stored in the customer's member 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.

Data privacy

In Switzerland, the processing of personal and sensitive data is governed by the new Federal Act on Data Protection of 25 September 2020 (nFADP) and the Ordinance on Data Protection of 31 August 2022 (ODP).

Article 5a of the nFADP defines personal data as "all information relating to an identified or identifiable person".

Personal data may contain direct identifiers, such as name, date of birth, address, etc., or indirect identifiers which, when combined, could enable an individual to be identified.
Sensitive data is defined in Article 5c of the nFADP. The Casino neither collects nor processes any sensitive data, in accordance with the principles of lawfulness, good faith and proportionality laid down by Article 6 of the nFADP. Consequently, the personal data processed by the Casino is governed by the Casino's legal and professional obligations as a gaming establishment.

IV THE CIRCUS CLUB PROGRAM

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 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 Casino may credit Holders' Bonus Point Accounts during occasional commercial promotions.
The Bonus Point counters 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 a rolling 13-month period shall be deemed to have expired and shall be removed from the Bonus Point Account.

Status-earning scale

PURPLE MEMBER CARD
Silver: 0-600 points
Gold: 601-6,000 points
Platinum: 6,001-72,000 points

BLACK VIP CARD
VIP: 72,001-120,000 points
VIP Premium: over 120,001 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 13-month period.

If, during a 13-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 below on the anniversary date of obtaining the Status and will instantly forfeit all perks associated with their previous Status.

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 for each change of Status)
- Silver: 500 points (CHF 5) *
- Gold: 1,000 points (CHF 10) *
- Platinum: 2,000 points (CHF 20) *
- VIP: 5,000 points (CHF 50) *
- VIP Premium: 20,000 points (CHF 200) *

Anniversary offer (valid 30 days after anniversary date)
- Silver: 1 bottle of Circus wine
- Gold: 1 meal for 2 guests excluding drinks
- Platinum: 1 meal for 2 guests including drinks (Circus wine)
- VIP: 10,000 points (CHF 100) *
- VIP Premium: 20,000 points (CHF 200) *

* credited to the Bonus Point Account

Point booster offer
Points are multiplied by a given multiplier depending on the Status:

- Silver: x 1
- Gold: x 1.1
- Platinum: x 1.25
- VIP: x 1.50
- VIP Premium: x 2

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

Catering offer
Permanent* discount of 10% on drinks and 5% on food pairings upon presentation of the Circus Club Card at the Casino bar or restaurant, for up to 2 persons.

VIP and VIP Premium Members have a permanent* invitation to the Casino restaurant and free drinks at the Casino bar, for up to 2 persons per service.

* Except on the eve of public holidays, public holidays and special evening events, non-cumulative

Parking offer
All Club Members may use the Casino car park free of charge up to the value of CHF 40 per day.

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 Casino staff member.
The Casino 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 Circus Club Card into the 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.

V- LOSS AND THEFT

Members must notify the Casino immediately if their Card is lost, stolen or damaged.
The Casino will issue a new Card on request.
However, the Casino reserves the right not to issue a new Circus Club Card or transfer the Member's points if the loss, theft or damage has occurred too often or was found to be fraudulent.

VI- DEATH AND SUCCESSION

The death of a Member shall entail the immediate closing of their account, cancellation of their Circus Club Card and loss of points accumulated. Bonus Points may not be transferred to a third party.

VII- DISCLAIMER AND LIABILITY

Members acknowledge and accept the characteristics and limitations of the functioning and system.

The Casino accepts no liability for any and all direct or indirect loss or damage arising from a technical malfunction or from any suspension or cessation of the functioning of the Circus Club Card.

VIII- EXCLUSION FROM THE CIRCUS CLUB

Any Member shall be excluded in the following cases:

- Fraudulent or deceptive use;
- Fraudulent game practice;
- National or local exclusion;
- Voluntary withdrawal.

In all of the aforementioned cases, the Member shall forfeit the right to use the Circus Club Card and shall not be entitled to claim the balance of their points or have the Casino refund the residual value of any perks obtained.

The Member shall be removed from the email or SMS marketing mailing list if they are in contact with the gaming establishment's welfare protection measure department.

Members may terminate their commitment at any time, without having to provide an explanation, by sending the Casino a letter of termination.

IX- FORCE MAJEURE

The Casino 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: pandemic, natural disaster, fire, failure or external breakdown and, generally, any unforeseeable event that affects access to or use of the game offers and other activities proposed by the Casino.

X- GOVERNING LAW AND DISPUTES

In the event of any disagreement arising from these GTU, the Casino and the Member agree to seek an amicable solution together before taking further action.
If no amicable solution is found, the dispute shall be referred to the Court of Sierre (VS). The governing law is Swiss law.

CLUB

Circus