

## GENERAL TERMS AND CONDITIONS OF THE LE CARRE VIP BARRIERE CARD AND PROGRAM

GROUPE LUCIEN BARRIERE, a French simplified joint-stock company (SA) with a share capital of €1,215,144.68, whose registered office is at 33 rue d'Artois, Paris (75008), France, registered with the Paris Trade and Companies Register under number 320 050 859, has created a "LE CARRE VIP BARRIERE" loyalty program on behalf of Casinos Barrière and Club Barrière, for which the general terms and conditions of use are specified below.

These general terms and conditions of use apply to all Casinos Barrière and Club Barrière that have signed up to the LE CARRE VIP BARRIERE program (hereinafter referred to as "Casino(s) Barrière", for the Casinos Barrière and "Club Barrière" for the Club Barrière). A list of these casinos and club is available on the website [www.carrevipbarriere.com](http://www.carrevipbarriere.com).

Casinos Barrière and Club Barrière are operated by subsidiaries of Groupe Lucien Barrière SA, 33 rue d'Artois, 75008 Paris, France, or by Société Fermière du Casino Municipal de Cannes, 1 espace Lucien Barrière 06400 Cannes, RCS 695 720 284 Cannes, and its subsidiaries.

This collective program allows points to be collected and benefits to be redeemed in Casinos Barrière and Club Barrière under the conditions set out below.

The LE CARRE VIP BARRIERE card (hereinafter referred to as the "card") is issued by a participating Casino Barrière or by Club Barrière, located in France. It is also available in its dematerialized version, on BARRIERE PLAY Mobile App, after validation by a member of the staff of a Casino Barrière;

By accepting the card, the customer accepts these general terms and conditions of use. They are available at the reception of Casinos Barrière and Club Barrière, on the website [www.carrevipbarriere.com](http://www.carrevipbarriere.com) and on BARRIERE PLAY Mobile App - "My account/my authorisations" section.

It is intended to:

- provide the cardholders (hereinafter referred to as the "member(s)") with privileged access to all participating French Casinos Barrière or Club Barrière, by giving them the option of showing this card at the entrance to the games rooms instead of a piece of ID,
- allow members to request a Voluntary Access Limit,
- provide members with benefits during their visits to Casinos Barrière, Club Barrière and any partners participating in the loyalty program (hereinafter referred to as the "loyalty program"). The benefits of the loyalty program may be viewed in the member's online account on the website [www.carrevipbarriere.com](http://www.carrevipbarriere.com).
- allow the card member to receive information or special offers by any means, in particular, by email, post or telephone. Pursuant to the French Data Protection Act of January 6, 1978, as amended, members have the right to access, edit and erase, and to restrict the processing of any personal data concerning them. members also have the right to object to the processing of their data for legitimate reasons and the right to object to the processing of their data for the purposes of commercial prospecting and the right to give Groupe Lucien Barrière instructions on the fate of their data after their death. To learn more about data processing and all rights concerning personal data, members can consult the privacy policy at [www.carrevipbarriere.com](http://www.carrevipbarriere.com) or on BARRIERE PLAY Mobile App in the "My account/my authorisations" section. To exercise these rights, members may write to [dpo@groupebarriere.com](mailto:dpo@groupebarriere.com).

The card is free, for strictly personal use only, and non-transferable.

The customer is informed that BARRIÈRE PLAY Mobile App is being deployed in Casinos Barrière. Members will be kept informed as BARRIÈRE PLAY Mobile App is implemented in their casino through the loyalty program's usual means of communication.

## **1 - CONDITIONS OF CARD ISSUE AND PROGRAM MEMBERSHIP**

1.1. Application for a printed card : To obtain their card and enjoy the benefits of the loyalty program, applicants may pre-register on the website [www.carrevipbarriere.com](http://www.carrevipbarriere.com) or on one of the terminals located in a participating Casino Barrière or Club Barrière. They must then present themselves at the reception of a Casino Barrière or Club Barrière and provide all the information required to complete their registration. They may also present themselves at the reception of a Casino Barrière or Club Barrière and provide all the information required for their registration by:

- Showing a valid ID (a copy of said ID will be kept by the Casino).
- Accepting these general terms and conditions of use and any amendments after having read them when signing their membership form. These General Terms and Conditions of Use are accessible at any time from the member's online account, on the website [www.carrevipbarriere.com](http://www.carrevipbarriere.com)
- Accepting that Casino Barrière or Club Barrière take a photo of the applicant - visual identification is a decisive factor in issuing the applicant's card. Their photo will be kept for regulatory purposes in the card application file. A card will not be issued to any applicant who is subject to exclusion measures such as a national gambling ban issued by the French Ministry of the Interior.

In the event of pre-registration, applicants have a period of 3 years from their pre-registration to present themselves at a Casino Barrière or Club Barrière to complete their registration. Failing this, the data provided during pre-registration will be deleted.

The card remains the sole property of the Casino Barrière or Club Barrière that issued it. The member must return the card at any time upon request from a Casino Barrière or Club Barrière for just cause (e.g.: member is issued with a gambling ban). A person may only have one member card during any single period. The card will bear the same expiry date as the ID shown. The card will only be replaced in the event of a change of membership level (access to a higher or lower membership level). Replacing the card deactivates the old one, which must be returned to any Casinos Barrière or Club Barrière.

**1.2 Application for a dematerialized card:** To obtain a dematerialized card and benefit from the advantages of the loyalty program, the applicant can pre-subscribe by downloading BARRIÈRE PLAY Application or request the assistance of a Casino or Club Barrière staff member to pre-subscribe.

### **VALIDITY PERIOD OF THE LE CARRÉ VIP CARD:**

Pursuant to the French order of September 24, 2021 amending Article 26 of the order of May 14, 2007 regulating Games, the card allowing access to the Casino or Club Barrière has a maximum validity period of 5 (five) years from the date of its creation and/or each of its extensions. The card may have a shorter validity period if the identity document shown to Casino Barrière to support creation or extension of the card expires before the 5-year deadline.

The regulatory measure of September 24, 2021 entered into force on January 1, 2022 meaning that pre-existing cards as at January 1, 2022 will be valid for a maximum period of 5 years from January 1, 2022. To obtain an extension of their card at the end of a period of 5 years, or to extend the card following expiry of the identity document shown to create the card, members must show a new valid identity document.

**PLEASE NOTE:** It will no longer be possible to use the card to enter the game rooms and game cash registers until a valid identity document has been shown to extend the card.

Casino or Club Barrière reserves the right to recover and/or deactivate the card until the member has submitted a new valid identity document.

The card will only be replaced in the event of a change of membership level (access to a higher or lower membership level). Replacing the card deactivates the old one, which must be returned to any Casinos Barrière or Club Barrière.

Once membership of the loyalty program has been processed, the applicant will receive their card. All documentation relating to the loyalty program, in particular, details of the advantages, the rewards catalog and FAQs, can be accessed from the terminals located in Casinos Barrière or Club Barrière, the reception desk of Casinos Barrière and Club Barrière and/or via the member's online account on the website [www.carrevipbarriere.com](http://www.carrevipbarriere.com) as well as on BARRIÈRE PLAY Mobile App.

Members may use their card in Casinos Barrière and/or Club Barrière as soon as it has been issued. Points, as defined below, can be collected and accumulated and advantages can be redeemed in all Casinos Barrière and/or Club Barrière.

Casinos Barrière and Club Barrière reserve the right to carry out any checks relating to the use of the card. These checks may be carried out at any time after a customer has become a card member.

Members must notify of any changes to the data provided at the time of registration as soon as possible by writing to the marketing department of Groupe Lucien Barrière SAS - 33, rue d'Artois - Paris (75008), France, or directly at the reception desk of any Casino Barrière or Club Barrière, which may request any supporting documents deemed necessary. The member hereby guarantees the accuracy of all information provided and shall be solely responsible for any erroneous, incomplete and obsolete information. On BARRIÈRE PLAY Mobile App, the member has the possibility of modifying his postal address.

The loyalty program is open to any customer residing in France or abroad, over 18 years of age, who is not excluded from the loyalty program under the conditions set out in Article 5 below.

At any time, members may visit the reception desk of a Casino Barrière or Club Barrière to request the immediate cancellation of their card. In this case, members shall return their card to one of the Casinos Barrière or Club Barrière and will not be able to redeem any advantages.

## **2. LOYALTY PROGRAM MEMBERSHIP LEVELS**

The LE CARRE VIP BARRIERE loyalty program operates on the basis of a system of membership levels. The card has 5 membership levels (shown in increasing order of number of points required for acquisition):

- Le Carré VIP Barrière Blanc, 0 points,
- Le Carré VIP Barrière Argent, 8,000 points,
- Le Carré VIP Barrière Or, 75,000 points,
- Le Carré VIP Barrière Noir, 300,000 points,
- Le Carré VIP Barrière Ultime, 1,000,000 points.

Allocation is automatic and based on the number of "membership level points" collected in Casinos Barrière and/or Club Barrière during any given year. A year means a period of 12 months from the date of card membership and then from the date of accession to the most recent level.

The 5 levels defined above unlock access to some common benefits and some specific benefits depending on the level attained.

Members are informed of these benefits via the various loyalty program communication channels, i.e. at the reception of Casinos Barrière and Club Barrière, but also at each change

of level; on the website at [www.carrevipbarriere.com](http://www.carrevipbarriere.com) and on the interactive terminals reserved for the loyalty program located in Casinos Barrière and Club Barrière and on BARRIÈRE PLAY Mobile App.

Groupe Lucien Barrière SA reserves the right to modify the levels as set out in this article. Card members will be informed of any changes via the loyalty program communication channels, i.e. at the reception desks of Casinos Barrière and Club Barrière, on the website at [www.carrevipbarriere.com](http://www.carrevipbarriere.com) and on BARRIÈRE PLAY Mobile App.

### **Special option: Partner card**

When a member attains Black or Ultimate Level card, they receive access to a new service and can provide a person of their choice with a partner card. However, this person should meet the requirements referred to in point 1 for granting the loyalty card.

To activate it, members must submit an application, in the presence of their partner, at the Casino Barrière or Club Barrière reception.

The partner must provide all the information required to register for the program (see below).

The spouse's card will be associated with the main member's card, also called the mother's card. A joint account (a status account and a reward account) will be created, in which the points of the spouse and the mother card will accumulate and become common to both accounts.

The spouses will be able to increment the joint account as they wish with the points they will have acquired by consuming in the Barrière Casinos and/or at the Barrière Club.

Groupe Lucien Barrière SAS declines all responsibility concerning the choice of persons to join as spouses, as well as the way in which the sale of rewards points from the joint account is managed. The Barrière SAS group cannot under any circumstances be held responsible for any disputed use of rewards points between spouses.

Partners share the same level of benefits offered under the Black or Ultimate level and the benefits catalog for the reward points collected. Once these offers have been redeemed by either the member or the partner, the offer will no longer be available (e.g.: 1 free meal per month). Finally, some benefits are reserved for the main cardholder (e.g.: 1 birthday offer: This offer is only valid for the member card and not for the partner card).

A Black or Ultimate level partner and/or member may, at any time, request the separation of customer accounts. A partner who had previously benefited from a partner card will be issued a new card whose level will be determined according to the number of points accumulated on this partner card since its creation/or the anniversary date if the card was created more than one year ago. No claims from the Partner or member regarding the membership level of the partner's new card will be accepted.

No more than one change to the beneficiary of the partner card may be made over a single period of 12 consecutive months.

The death of the Black or Ultimate card member shall result in the deactivation of their card. The Partner who had benefited from a Partner card from the deceased Black or Ultimate member shall collect the total "Reward" and "membership Level" points from their own card only. The points of the deceased member shall be lost, as well as all unused benefits on the date of death. The partner who had benefited from a partner card will be given a card as the main cardholder, whose level will be determined according to the number of points collected on said partner card since its creation or anniversary date. No claims may be made by the partner regarding the membership level of their new card.

The death of the partner shall result in the deactivation of their Black or Ultimate Partner

card. Any member with Black or Ultimate membership level will keep their own “Reward” and “membership Level” points as well as all benefits acquired up to that point. However, all points (“Reward” and “membership Level”) acquired by the deceased Partner will be permanently lost on the date of their death.

When a Black or Ultimate card member cancels their membership, their card is deactivated. A Partner who had benefited from a Partner card from a member with Black or Ultimate level who has canceled their membership will collect the total “Reward” and “membership Level” points from their own card only. The points of a Member who has canceled their membership will be lost along with any unused benefits on the date of cancellation. The partner who had benefited from a Partner card will be given a card as the main cardholder, whose membership level will be determined according to the number of points collected on this Partner card since its creation or anniversary date. No claims may be made by the partner concerning the membership level of their new card.

The cancellation of a Partner's membership will result in the deactivation of their Black/Ultimate Partner card. The Black or Ultimate status member will collect the total “Reward” and “membership Level” points from their own card, as well as any benefits acquired up to that point. However, any points (“Reward” and “membership Level”) acquired by the Partner who has canceled their membership will be permanently lost.

### **3 Accounting procedures for loyalty program points accumulated on the card**

#### **3.1 - Points accounts**

The card comprises 2 types of points accounts:

- A “**membership Level**” points account that collects the points required to change the membership level as described in Article 2 above.

The points accumulated on this account are valid for (one) 1 year from the card's anniversary date (card issue) or from the date of entry into the last level. The points collected by members during this year may allow them to change level if the threshold of a higher level is reached. If the threshold is not reached, members retain their membership level if they have enough points to do so, or are downgraded to a lower level if the number of points acquired corresponds to a lower membership level. The “membership Level” points account is reset every year on the card's anniversary date or on the date of the last change of level.

Once a higher membership level has been validated by Casino Barrière or Club Barrière, their status account is reset to zero if a member has obtained the exact number allowing access to the higher level (e.g. the member has acquired 8,000 points and then changes to silver and their account is reset). If the member has exceeded the threshold, the new membership level account is credited with the surplus (e.g. the member has acquired 8110 points, switches to silver and their membership level account is credited with 110 points).

- A “**Rewards**” points account that can be used to collect points redeemable as rewards in Casinos Barrière, Club Barrière and Barrière Hotels by the card member. Unless otherwise indicated below, reward points are retained, including in the event of a change of membership level. They can be converted into benefits and services linked to the membership level of the card held by the member on the day the conversion is requested.

Only the points collected in the reward account are counted towards rewards.

“Membership Level” points and “Reward” points accounts are reset to 0 if the member does not collect any points from their “Games” or “bar and restaurants” activities in a Casino Barrière or Club Barrière for a period of 12 (twelve) consecutive months.

### 3.2 - Points collection scale

Card members benefit from a points program that rewards spending in Casinos Barrière/Club Barrière. Points are collected when a member spends at the following points of sale:

- At Slot Machines in Casinos Barrière,
- At Table Games in Casinos Barrière and/or Club Barrière
- At Bars & Restaurants in Casinos Barrière and/or Club Barrière
- At Electronic Table Games in Casinos Barrière.

The points collected are added to the two “membership Level” and “Rewards” accounts in the same way and regardless of the member’s level of membership.

The value of the points is defined as follows:

- When playing **Electronic Table Games (such as electronic roulette or electronic blackjack)** or **“Roulette” Slot Machines**, points are awarded according to the following scale: for each Euro wagered, 0.18 points will be credited to the member’s card (0.18 “membership Level” points and 0.18 “Rewards” points).

**Special cases:** Points are awarded for Electronic Table Games or “Roulette” Slot Machines at Casino Barrière Enghien les Bains according to the following scale: For each Euro wagered, 0.12 points will be credited to the member’s card (0.12 “membership Level” points and 0.12 “Rewards” points)

- When playing on **“Multi type” or “Poker” Slot Machines**, points are awarded according to the following scale: for each Euro wagered, 0.3 points will be credited to the member’s card (0.3 “membership Level” points and 0.3 “Rewards” points).

**Special cases:** Points are awarded to “Multi type” or “Poker” Slot Machines at Casino Barrière Enghien les Bains according to the following scale: For each Euro wagered, 0.19 points will be credited to the member’s card (0.19 “membership Level” points and 0.19 “Rewards” points)

- When using **“Mechanical Reel” or “Video Reel” Slot Machines**, points are awarded according to the following scale: for each Euro wagered, 0.7 points will be credited to the member’s card (0.7 “Membership Level” points and 0.7 “Rewards” points).

**Special cases:** Points are awarded to “Mechanical Reel” or “Video Reel” Slot Machines at Casino Barrière Enghien les Bains according to the following scale: For each Euro wagered, 0.5 points will be credited to the member’s card (0.5 “membership Level” points and 0.5 “Rewards” points)

- When playing **Table Games** (excluding poker tournaments), points are awarded according to the following scale: for each Euro wagered, 1.5 points will be credited to the member’s card (1.5 “membership Level” points and 1.5 “Rewards” points).

**Special cases:** Points are awarded at Casino Barrière Enghien les Bains and Club Barrière according to the following scale: For each Euro wagered (excluding poker tournaments), 1.09 points will be credited to the member’s card (1.09 “membership Level” points and 1.09 “Rewards” points)

**Special cases:** No reward points or status will be awarded for any **Table Games** or amount redeemed during a poker tournament or cash game such as Texas Hold'em Poker or Omaha Poker. In the event that points are awarded, should an error have occurred, Barrière establishments will adjust the points to comply with the rule according to which

"no reward points or status will be awarded during a poker tournament or cash game (Texas Hold'em Poker or Omaha Poker)".

NB Any sum exchanged at the Table Games cash desk must be fully wagered to benefit from loyalty points. Otherwise, the Casino reserves the right to adjust the allocation of rewards and status points to the amounts actually wagered, or to exclude the member from the benefit of the loyalty program.

- When spending in a **Bar and/or restaurant**, points are awarded according to the following scale: For each Euro spent, 5 points will be credited to the member's card (5 "Membership Level" points and 5 "Rewards" points).

Exceptional one-off events may be organized to earn points outside of the points of sale mentioned above. In this case, members will be informed in advance on the website at [www.carrevipbarriere.com](http://www.carrevipbarriere.com), at the Casinos Barrière reception and on BARRIÈRE PLAY Mobile App.

**Special cases:** It is specified that members may collect no more than 100,000 "Reward" points per day at Casino Barrière Enghien les Bains and Club Barrière.

Members can view their total number of points collected in real time: For slot machines and electronic table games, members can view the number of points cumulating on screen as each bet is placed. At Table Games, members may ask the dealer how many points have been earned during the game. Finally, members can view their points and membership level in their online account on the website [www.carrevipbarriere.com](http://www.carrevipbarriere.com), on the interactive terminal in each Casino Barrière or Club Barrière or from the "My card" section on BARRIÈRE PLAY mobile App.

In the event of a complaint regarding how points have been counted, members may send a registered letter with acknowledgment of receipt to Groupe Lucien Barrière SAS - Service Marketing Casino - 33 Rue d'Artois - 75008 PARIS, France, appending all the necessary supporting documents. Their claim will be assessed by Groupe Lucien Barrière SAS and if accepted, the points earned will be credited to the member's "membership level" and "rewards" account.

Groupe Lucien Barrière SAS reserves the right to modify the point collection scales set out in this article. Card members will be informed of any changes via the loyalty program communication channels, i.e. at the reception of Casinos Barrière and Club Barrière, and on the website [www.carrevipbarriere.com](http://www.carrevipbarriere.com).

## 4 - BENEFITS OF THE LOYALTY PROGRAM

### 4.1 - Membership level-based standard offers of the loyalty program

Membership of the loyalty program provides direct access to "standard offers". These offers consist of benefits and services reserved for card members depending on their membership level.

These benefits are valid as soon as the card is issued. They may be cumulated, however they may not be combined with other temporary promotions in Casinos Barrière or Club Barrière and are valid as long as the member belongs to the relevant membership level.

Standard offers can be broken down as follows: Offers common to all membership levels and offers specific to each membership level.

- 1- Offers common to all membership levels:
  - Facilitated access to games rooms: members are exempt from showing ID provided that they carry their card (in all Casinos Barrière and Club Barrière in France);
  - Possibility of collecting loyalty points: members can collect points to add to their "Rewards" and "membership Level" accounts;
  - Conversion of points, as described below, where members can redeem their points for rewards;
  - Exclusive information related to the loyalty program throughout the year.
  - Possibility of sponsoring people to join the CARRÉ VIP BARRIÈRE loyalty program from their online account accessible via a terminal or the website [www.casinosbarriere.com](http://www.casinosbarriere.com), by entering the email address of the person sponsored. When their membership has been finalized, the sponsor will receive 6100 rewards points and the sponsored individual will receive 3100 reward points.
- 2- Offers specific to each membership level:
  - Specific promotional offers: members can benefit from various offers specifically addressed to them depending on their card's membership level. (For example: a free drink every day in the bars of Casinos Barrière or Club Barrière for Silver card holders, etc.). These benefits are acquired depending on the card's membership level. They can be used at any time during the year, in Casinos Barrière or Club Barrière.

Groupe Lucien Barrière SAS reserves the right to modify the standard offers depending on the membership level at any time. Card members will be informed of any changes via the loyalty program communication channels, i.e. at the reception of Casinos Barrière and Club Barrière, on the website [www.carrevipbarriere.com](http://www.carrevipbarriere.com) and on BARRIÈRE PLAY Mobile App. In the event of a change to the standard offers, the member will retain the points and benefits acquired, unless the new offers are more attractive to the member.

The benefits and services available according to each membership level are made known to members when they sign up to the loyalty program in their online account and then every year or at each change to their membership level. These benefits are also visible on the various loyalty program communication channels (interactive terminals, website [www.carrevipbarriere.com](http://www.carrevipbarriere.com), reception of Casinos Barrière and Club Barrière).

#### **4.2 - Catalog of reward point offers and the conversion of reward points**

Members may "convert" their reward points, i.e. redeem them for exclusive services and benefits.

All the exclusive services and benefits available using reward points are listed in your online account. This catalog may be modified every year, which is brought to the attention of members via the loyalty program communication channels. To use their points, members must have collected at least enough points to redeem the benefit worth the fewest number of points in the points conversion catalog.

#### **Points can be used as soon as they have been acquired at Casinos Barrière and Club Barrière.**

Members may use an interactive terminal to exchange points for services and benefits in the following areas:

- Tokens & Games,
- Bars & Restaurants,
- Stays at Barrière hotels\*,



- Barrière Moments (invitations to Barrière events).

Members may request exchanging his points for freebets on the website [www.barrierebet.fr](http://www.barrierebet.fr). To be able to make this exchange, members must have a BarrièreBet.fr account and they must indicate their Le Carré VIP number on it.

\*For all hotel rewards paid in points conversion, CVIP cardholders may use their rewards points to finance one or more rooms in a Barrière hotel on the same dates of stay, but they must be present for the entire stay.

The collection, consultation and conversion of points into exclusive benefits and/or services will depend on the technical set-up at each Casino Barrière, Club Barrière and the interactive services available.

Similarly, in Casinos Barrière or Club Barrière with sufficient technology, members may be offered the possibility of using their reward points at Bars and/or Restaurants if they have at least 400 points in their “Rewards” account, according to the scale set out in the general terms and conditions of the program.

However, it is hereby specified that members may not collect points on anything purchased using “Rewards” points.

Groupe Lucien Barrière SAS may modify these offers and reserves the right to change them in line with legislative or regulatory modifications, particularly in the field of gambling.

Groupe Lucien Barrière SAS reserves the right to replace, at any time, any gift or benefit for any reason whatsoever, with a gift or benefit of at least equal value.

In the event of a modification to the offers, Members shall be informed precisely of said changes as soon as possible via any appropriate communication channel.

Members wishing to benefit from a service and/or benefit based on their membership level must visit an interactive terminal of a Casino Barrière or Club Barrière to convert all or some of the points acquired into the desired benefit or service. Only points that have been acquired and appear in the “rewards” account on the day of the request can be converted into a benefit. After a request has been approved, members will receive a printed reward coupon and the value in points of the chosen benefit will be automatically deducted from their “reward points” account.

This redemption will take the form of a reward coupon or gaming ticket (non-negotiable, non-exchangeable, non-refundable ticket). Said coupon or ticket will contain all the information necessary for members to be able to redeem their benefit. Benefits will be issued at the sole initiative of the Casino Barrière or Club Barrière where the member wishes to request their reward coupon, as soon as the required acquisition conditions have been met and insofar as they are available in stock. Members should only accept the issue of a coupon or ticket from members of staff at Casino Barrière or the structures in place at Casino Barrière or Club Barrière.

Members shall be solely responsible for keeping the reward coupon or game ticket issued safe. Reward coupons or game tickets may not be returned or converted into cash. They are not exchangeable, refundable or re-printable.

Reward coupons or game tickets that are stolen or lost following their issue by Casino Barrière or Club Barrière will not be refunded.

To redeem their benefit, members should insert the game ticket into the Slot Machine reader or give the reward coupon to the table games cash desk, restaurants and bars or any other side activity that accepts it. Members must show their Card at the same time. The benefits of the loyalty program are strictly reserved for members.

## **5- EXCLUSIONS from the LOYALTY PROGRAM**

### **5.1 - People automatically excluded from becoming cardholders:**

Casino Barrière and Club Barrière cannot issue cards to the following people:

- People who do not meet the required conditions or have the official documents required for the issue of the card, as set out in Article 1,
- Minors, even emancipated,
- Officials or soldiers in uniform outside the scope of their duties,
- People whose exclusion has been demanded by the French Ministry of the Interior prior to the implementation of the program,
- Any participating Casino Barrière or Club Barrière from which a person has been excluded as per the terms set out in Article 24 of the French order regulating gambling in Casinos, may not issue a card to said person,
- Employees of Groupe Lucien Barrière, its subsidiaries and Société Fermière du Casino Municipal de Cannes and its subsidiaries.

The exclusions set out in this Article 5.1 shall entail a refusal to issue a card for the entire exclusion period.

### **5.2 - Cases of exclusion from the loyalty program**

Any cardholder will be excluded from the loyalty program under the following conditions:  
Grounds:

- A member who uses or allows fraudulent or false use of the card.
- A member who engages in fraudulent gambling.
- A card member for whom the French Ministry of the Interior has demanded a national ban on entering a games room (gambling ban) since joining the loyalty program. Said member will then be automatically excluded from the loyalty program. A letter will be sent to them in this regard.
- A member requesting a Casino/Club “zero-visit” voluntary access restriction.
- Members excluded from a Casino Barrière or Club Barrière (see “local exclusion cases”) if the purpose of this exclusion is one of the above cases.

Consequences:

Members who are excluded from the loyalty program will then lose their right to use the card in all Casinos Barrière and Club Barrière. Similarly, they will lose the ability to enjoy any benefits and services associated with the card membership level in all Casinos Barrière and Club Barrière. The excluded person will not be able to benefit from any special offers valid in Casinos Barrière and/or Club Barrière.

Under no circumstances may they request to use any outstanding points on their card or claim the residual value of their benefits from Casino Barrière or Club Barrière.

In the event of exclusion, the card will be automatically deactivated by Groupe Lucien Barrière. The excluded member may not claim any compensation on these grounds. Groupe Lucien Barrière SAS will cease all contact with any excluded member.

Groupe Lucien Barrière SAS reserves the right to sue the card member before the courts in order to remedy any losses that it deems to have suffered as a result of the member’s behavior.

Local exclusion: If a Casino Barrière or Club Barrière is required to exclude a member, in accordance with the terms set out in Article 24 of the French order regulating gambling in casinos, then they will be excluded from the loyalty program in said Casino Barrière or Club, depending on the place of the member's exclusion. They will lose the possibility of using the benefits and services associated with their card

membership level in the Casino Barrière/Club Barrière from which they have been excluded. Under no circumstances may they request to use any outstanding points on their card in said Casino Barrière/Club Barrière. The excluded member may not claim any compensation on these grounds.

Members will be excluded from the loyalty program in every Barrière casino and Barrière Club if its local exclusion matches one of the above cases : fraudulent or misleading use of the card, fraudulent practice of gambling.

### **5.3. Voluntary Access Limit**

Card members who have voluntarily limited their access to a Casino Barrière/Club Barrière may use this card, collect points and/or redeem their reward points during their visits (excluding the “zero visit” Voluntary Access Limit), subject to the limits of the attendance commitments set out in their voluntary access limit. Any member with a Voluntary Access Limit will be excluded from loyalty program communications (text messages, letters, emails, etc.).

The status of people with a “zero visit” voluntary access limit is set out in Article 5.2 above.

## **6 - LOSS OR THEFT**

In the event of loss or theft of their card, members must immediately notify any Casino Barrière or Club Barrière by post or directly contact reception at a Casino Barrière/Club Barrière in order to deactivate the card. A new card will be issued to the member and all points acquired on the lost or stolen card will be transferred to the new card.

One new card is issued free of charge in the event of loss or theft. Subsequently, members will be charged €10 for the issue of a new card and transfer of their points.

If a card member does not inform a Casino Barrière or Club Barrière at the time of the theft or loss, they shall lose the opportunity to benefit from privileged access and enjoy the benefits of the loyalty program. Groupe Lucien Barrière SA accepts no liability for fraudulent use of the card. If the customer finds their card, they must return it to one of the Casinos Barrière or Club Barrière as soon as possible so that a new card can be issued.

## **7 - WARRANTY AND LIABILITY**

### **7.1 - Technical faults**

Members acknowledge and accept the characteristics and limitations of the operation of the loyalty program and its information processing system allowing benefits to be awarded. In particular, it is possible that technical faults may occur, in particular due to power surges, occasional breakdowns of electronic components or programming or software design errors that fall wholly or partly within the scope of operation of the loyalty program.

Technical faults mean any problem inherent in the loyalty program operation and information processing system. In all cases where a Casino Barrière or Club Barrière finds that multiple concordant elements demonstrate that loyalty program benefits have been unduly issued, in particular due to a technical fault, said benefits shall be canceled in full without the member being able to claim or request any compensation. Members will be notified through the publication of notices or any other means of communication, or via the website [www.carrevipbarriere.com](http://www.carrevipbarriere.com) or via BARRIÈRE PLAY Mobile App. Groupe Lucien Barrière SA, Casino Barrière or Club Barrière may not be held liable for any direct or indirect damage linked to a technical fault or any temporary or permanent suspension of the operation of the loyalty program. Members will be informed through the publication of notices or any other means of communication, or via the website [www.carrevipbarriere.com](http://www.carrevipbarriere.com), or via BARRIÈRE PLAY Mobile App.

## **7.2 - Suspension, modification or termination of the operation of the Card and loyalty program**

The card member hereby accepts that Groupe Lucien Barrière, Casino Barrière/Club Barrière reserves the right to modify, suspend or interrupt, temporarily or permanently, the operation of the card or change the general terms and conditions of use of the card at any time, without the card member being able to request any compensation. Casino Barrière/Club Barrière shall notify members within a reasonable timeframe before the suspension/modification or termination of the card and the loyalty program takes effect, via the publication of notices at the Casino Barrière/Club Barrière reception, on the website at [www.carrevipbarriere.com](http://www.carrevipbarriere.com), on the interactive terminals and on BARRIÈRE PLAY Mobile App.

The member hereby accepts that Groupe Lucien Barrière, Casino Barrière/Club Barrière reserves the right to modify all or part of the loyalty program, including the list of benefits, to suspend it or to interrupt it temporarily or permanently, in whole or in part, at any time, without members being able to request any compensation.

In general, Groupe Lucien Barrière may modify the loyalty program, provided that its members are given prior notice.

Modifications may be made to any one of the following conditions:

- In order to provide a proportionate response to changes in the costs incurred by Groupe Lucien Barrière for the services provided as part of the membership of its members,
- To make changes to the way member accounts are managed:
  - if Groupe Lucien Barrière modifies the benefits and services included in its members' accounts
  - If the modification provides members with a benefit (technical: e.g. strengthening account security) or if it is neutral
- To reflect changes or modifications in the technology used
- Due to requirements associated with regulatory or legislative modifications

Therefore, in the event of modifications to the loyalty program in whole or in part, including the list of benefits, Groupe Lucien Barrière, Casino Barrière/Club Barrière shall inform members of said modification within a reasonable timeframe before the change takes effect by using the communication channels referred to above. However, in the event of any modification, members shall retain any points acquired on the card up to the date of the modification as well as any benefits acquired up to that date.

In the event of termination of the loyalty program across France, members may use any benefits acquired, within their validity date and within a maximum period of 6 months after termination of the program. In the event of termination of the loyalty program in one Casino Barrière, members may use any benefits acquired in another Casino Barrière.

## **7.3 - Personal Data**

### **Retention of personal data**

Personal data are retained for the entire card validity period - Necessary duration for the business relationship.

### **Modification of personal data**

Members shall provide accurate information when becoming a member of the program and throughout their participation in the Program.

In the event of a change to their personal data, members must inform Casino Barrière, Club Barrière or Groupe Lucien Barrière as soon as possible, or update their personal data directly in their online account on the website [www.carrevipbarriere.com](http://www.carrevipbarriere.com) or on the interactive terminal of any participating Casino Barrière or Club Barrière.

Personal data are processed by the Lucien Barrière group company, its subsidiaries, SFCMC and its subsidiaries, as listed in the privacy policy, acting as data controllers, in order to facilitate the customer relationship, send communications and special offers and manage the Voluntary Access Limit. Questions marked with an asterisk (\*) on the CARRE VIP card issue form are mandatory, otherwise Groupe Lucien Barrière will not be able to issue the card. Member's data will be processed by the Casinos Barrière and Club Barrière teams, the IT Department and the marketing department at Groupe Lucien Barrière,

Pursuant to the French Data Protection Act of January 6, 1978, as amended, members have the right to access, edit and erase, and to restrict the processing of any personal data concerning them. Members also have the right to object to the processing of their data for legitimate reasons, the right to object to the processing of their data for the purposes of commercial prospecting and the right to give Groupe Lucien Barrière instructions on the fate of their data after their death. To learn more about data processing and all rights concerning personal data, members may consult the privacy policy on the website [www.carrevipbarriere.com](http://www.carrevipbarriere.com). To exercise these rights, members may write to [dpo@groupebarriere.com](mailto:dpo@groupebarriere.com).

#### **7.5 - Liability of Groupe Lucien Barrière SA or Casinos Barrière/Club Barrière**

The photographs, texts, graphics and information reproduced illustrating the loyalty program, Services and Benefits do not fall under the contractual scope. In the event of an evident error between the characteristics of the products and services and the representation thereof, Groupe Lucien Barrière SA, Casinos Barrière and Club Barrière may not be held liable.

The benefits or rewards accessible from the conversion catalog may not be transferred, exchanged or replaced by another object or service for any reason whatsoever. No cash value will be allocated in exchange for benefits or rewards.

Casino Barrière/Club Barrière declines all responsibility concerning the use of services when redeemed outside of Casino Barrière/Club Barrière.

The sale or exchange of benefits is strictly prohibited.

In the event of dispute concerning the interpretation, performance or implementation of these general terms and conditions, after having contacted customer services and failing a satisfactory response within 60 days, the customer may contact the Tourism and Travel ombudsman in France, whose contact details are as follows:

Tourism and Travel Ombudsman (Médiation Tourisme et Voyage)

Postal address: MTV Médiation Tourisme et Voyage BP 80 303 - 75823 PARIS CEDEX 17 FRANCE

Email: [info@mtv.travel](mailto:info@mtv.travel)

Information: <http://www.mtv.travel>

#### **8 - APPLICABLE TERRITORY**

The general terms and conditions of the card are valid for each Casino Barrière in France.

#### **9 - APPLICABLE LAW**

These regulations are subject to French law.

#### **10 CONTACT**

For any questions relating to the loyalty program, members may contact customer services as follows:

- at the reception desks of Casinos Barrière and Club Barrière
- On the website [www.carrevipbarriere.com](http://www.carrevipbarriere.com)
- At the following postal address: Groupe LUCIEN BARRIERE SAS - Direction Marketing - 33 rue d'Artois 75008 PARIS FRANCE - Tel: +33 (0)1 42 86 50 00.

#### **11 - TRANSFERRING THESE TERMS AND CONDITIONS**

GLB reserves the right to transfer all or part of its rights and obligations hereunder to one of its subsidiaries or affiliates or to third parties.

You may not transfer any of the rights granted to you under these terms and conditions without our prior written consent.

#### **12 - AMENDMENTS TO THESE TERMS AND CONDITIONS**

These GTCU can be accessed via the user's account. GLB reserves the right to update the GTCU at any time by publishing a new version at the specified address. We may do so for a number of reasons, including, but not limited to, adapting the GTCU to the legislative or regulatory provisions in force or in the process of being adopted; adapting the GTCU to a decision taken by a jurisdiction, a consumer rights protection authority or any other competent authority where said decision affects the content of the website or the services offered by the application; to prevent abuse, damage or for security reasons; because we are changing the nature of our products or services; for technical reasons; or because the needs of our business have changed. You agree that if you do not accept changes in our terms and conditions, you must immediately stop accessing and/or using our services.

#### **13 - DIVISIBILITY**

If any provision of these terms and conditions is found to be invalid or unenforceable under applicable law, such provision shall be construed in a manner consistent with applicable law, reflecting as closely as possible its original intent, and the remaining provisions shall remain in full force and effect. If it is impossible to interpret an invalid or inapplicable element of these terms and conditions in accordance with the applicable law, that element will be considered as non-existent within these terms and conditions, without prejudice to the remaining provisions.

#### **14 - WAIVER OF RIGHTS**

Non-exercise or non-enforcement of any of our rights hereunder shall not constitute a waiver of our ability to exercise or enforce such rights subsequently.