

# RULES OF THE CASINO

THESE ARE THE TERMS AND CONDITIONS (THE "RULES") ON WHICH THE CASINO OPERATES. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. IF YOU HAVE ANY QUESTIONS PLEASE CONTACT US USING THE DETAILS IN PARAGRAPH 27 BELOW.

## 1. NAME, ADDRESS, PROPRIETOR AND CONSTITUTION

- (a) The name of the Casino is the Manchester 235 and its address is, The Great Northern, Watson Street, Manchester, M3 4DT (hereinafter called "the Casino").
- (b) The proprietor of the Casino is London Clubs Manchester Limited, (a limited liability company incorporated and registered in England with company registration number 03103451 (the "Proprietor")), a wholly owned subsidiary of London Clubs Management Limited ("LCM") & Caesars Entertainment UK Limited ("CEUK").
- (c) The Proprietor's registered office is 55, Baker Street, London, W1U 8EW. Full contact details for the Proprietor are set out in paragraph 27. The Proprietor is licensed by the Gambling Commission with licence number 000-000707-N-103551-010.
- (d) The Proprietor will provide all reasonable necessities for carrying on the business of the Casino in accordance with its objects and these rules.
- (e) The Proprietor will be solely responsible for all expenses incurred under (d) above, for the engagement, dismissal and payment of staff and for catering and all other matters, which involve the disbursement of money.

## 2. OBJECTIVES

The Casino operates for the furtherance of non-political, social and recreational activities and to provide amenities for obtaining good food and refreshments and for gambling and entertainment, in accordance with the laws for the time being applicable.

## 3. MEMBERSHIP

Whilst there is no compulsory casino membership requirement, patrons are encouraged to become members of the CEUK Player Rewards scheme ("the Scheme"). Full details of the Scheme are available on request. Patrons are reminded that no person under the age of 18 years is permitted to enter any of our casino premises.

## 4. RIGHTS AND LIABILITIES OF PATRONS

Patrons shall, subject to these Rules, be entitled to use and enjoy (in common with other patrons) the Casino and the things therein provided by the Proprietor for the use of patrons, but shall not by reason of patronage alone be under any financial liability.

## 5. BYE-LAWS

The Proprietor may from time to time make, vary and revoke bye-laws (not inconsistent with these rules) for the regulation of the internal affairs of the Casino and the conduct of patrons therein. Bye-laws shall be deemed to be incorporated into the Rules of the Casino

## 6. RECOVERY OF DEBTS

Casino management and staff may at their sole discretion withhold from patrons the payment of stakes and/or winnings for the purposes of recovery (in whole, or in part) of outstanding debts owed by the patron to the Proprietor, CEUK any subsidiary or holding company of the Proprietor, any subsidiary of a holding company of the Proprietor, or any business entity from time to time controlling, controlled by or under common control with the Proprietor, its subsidiaries or holding company or subsidiaries of its holding company (which, for the avoidance of doubt, will be deemed to include any costs incurred in any attempt to recover the outstanding debt and interest on the amount outstanding from the date it was incurred at a rate of 8% per annum above the base rate of the Bank of England).

## 7. TERMS ON WHICH GAMBLING IS OFFERED

A copy of the contractual terms on which gambling is offered (comprising these Rules and the rules applicable to the games played in the Casino) will be made available to patrons upon request. These terms will be set out in plain and intelligible language. The Rules may be altered, revoked or supplemented at any time at the Proprietor's sole discretion, including to ensure compliance by the Proprietor with all applicable legislation and the conditions attaching to its Gambling Commission licence, and a notice shall be posted in the Casino and on the Casino's website of any changes at least 14 days before they come into effect. The Rules and all alterations shall be kept posted in the Casino and on the Casino's website for the information of patrons.

## 8. EXCLUSION OF PATRONS BY THE CASINO

- (a) The Proprietor and/or CEUK may in its/their absolute discretion at any time without notice and for any reason exclude any patron from the Casino. Such exclusion may also take effect in all other casinos within the CEUK group.
- (b) Any patron so excluded shall forfeit any privileges and all rights against the Proprietor, CEUK and its affiliates, subsidiaries and parent companies and may be refused entry to the Casino and all other associated casinos.

# RULES OF THE CASINO

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- (c) The Proprietor and CEUK are committed to ensuring that gambling is kept crime free and conducted in a fair and open manner in accordance with the licensing objectives of the Gambling Act 2005. Accordingly, the Proprietor and CEUK will ensure that any patron who, in the opinion of the Proprietor and/or CEUK in its/their absolute and sole discretion, is or has been cheating in the Casino will not be permitted to benefit from their criminal act. Breach of this rule will invalidate any gambling so affected and any stakes or winnings hazarded shall be forfeit.
- (d) The Proprietor and CEUK may disclose information relating to relevant excluded patrons to regulatory and enforcement authorities and to other casino operating companies outside the CEUK group for the prevention and detection of crime, insofar as this is consistent with their obligations under data protection legislation

## 9. SOCIAL RESPONSIBILITY & SELF EXCLUSION

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- (a) The Proprietor and CEUK are bound by the Social Responsibility requirements of the Gambling Act 2005 ("GA2005") and the Gambling Commission's Licence Conditions & Codes of Practice ("LCCP"). Accordingly they adhere to CEUK's Responsible Gambling Policy.
- (b) Whilst every patron is responsible for their own actions, the Proprietor, as part of the CEUK group and through its Code of Commitment, is committed to promote responsible gambling for all patrons and to provide options for assistance to those who have difficulty in controlling their gambling. As part of that code, the Proprietor and CEUK operate a self-exclusion policy "SENSE", to be implemented if a patron seeks exclusion from any of CEUK's properties or those of any other UK casino operator, citing problem gambling as the reason. Any period of self-exclusion is indefinite and will last for a period of at least 6 months. CEUK reserves the right to share such information with its parent company, Caesars Entertainment Inc ("CEUS").
- (c) Whilst the Proprietor and CEUK will, in accordance with GA2005 and the LCCP, use their best endeavours to prevent the entry of self-excluded patrons, it remains the responsibility of the patron not to enter or to attempt to enter or gamble in any property or facility operated by CEUK or any other UK casino operator. (d) Neither CEUK nor the Proprietor will be liable for any losses suffered by any patron found to have used any CEUK gambling facility or any other UK casino contrary to the terms of their Self Exclusion agreement. Furthermore, in such circumstances neither CEUK nor the Proprietor will return any stake

monies and will refuse the payment of any winnings and may seek from the patron any winnings reasonably identifiable by CEUK or the Proprietor.

## 10. CASINO PROPERTY

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No property, newspaper, periodical or other thing belonging to the Proprietor or CEUK shall be removed from the Casino by any patron. Neither the Proprietor, CEUK nor its affiliates, subsidiaries and parent companies, nor any of its officers or staff accept any responsibility for any loss or damage to property in the Casino, whether or not entrusted to the care of the Proprietor or any of its servants.

## 11. PROTECTION OF PATRON FUNDS

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In accordance with the LCCP, patrons are advised that it is the policy of the Proprietor and CEUK not to protect patrons' funds held on deposit in the event of the casino's insolvency

## 12. BILLS

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Patrons must pay their bills before they leave the Casino unless they have written authority from the Proprietor not to do so. Credit will not be provided in connection with gambling. Any non-payment shall be a breach of these Rules and shall result in the suspension of the patron's right of entry to the Casino (or any associated casino).

## 13. OPENING HOURS

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The Casino shall open and be prepared to receive patrons daily during such hours as the Proprietor in its absolute and sole discretion shall determine from time to time.

## 14. SALE & SUPPLY OF LIQUOR

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The sale or supply of intoxicating liquor in the Casino shall be as determined by statutory provision and local regulation.

## 15. GAMING

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- (a) No game of hazard or chance shall be played in the Casino otherwise than in accordance with the statutes applicable thereto and for the time being in force.
- (b) No device (whether electrical, mechanical or otherwise), skill, trick or deception (which for the avoidance of doubt shall be deemed to include, but not to be limited to, card counting), the purpose of which is intended to defraud, cheat or to gain an unfair advantage in, or to influence, any gambling in the Casino may be used by any patron, whether on or off the premises.

# RULES OF THE CASINO

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- (c) The Proprietor reserves the right in its absolute and sole discretion to hold in its possession any patron's winnings from and stakes in any gambling in respect of which the Proprietor suspects that the patron has breached rule (b) above. The Proprietor shall be entitled to hold such winnings and stakes until the conclusion of any investigation aimed at establishing whether the patron concerned has breached rule (b) above. If, at the conclusion of the investigation the Proprietor concludes that the patron has breached rule (b) above, then the gaming affected will be invalidated and the winnings derived therefrom and the stakes hazarded in relation thereto will be forfeited. In all other cases, the winnings and stakes will be released to the patron unless any other good and valid reason entitles or requires the Proprietor to retain the same and/or pass the same to any third party.
- (d) CEUK may notify the Police, Gambling Commission and any other relevant authority of any breaches of rule (b) above and of any action taken under rule (c) above, where it considers it appropriate to do so.
- (e) Gaming chips issued by the casino remain the property of the casino and must be returned or redeemed (as appropriate) on demand.

## 16. ANTI-MONEY LAUNDERING & COUNTER TERRORIST FINANCING ("AML/CTF")

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- (a) Patrons will be required to produce identification which is acceptable to the Proprietor when gambling or transacting at certain threshold levels (to be determined by the Proprietor from time to time) to ensure compliance with AML/CTF legislation.
- (b) The Proprietor may, as part of its ID verification processes and general enhanced due diligence procedures, conduct checks on patrons with a recognised fraud prevention agency to ensure compliance with AML/CTF legislation. Details are published in the Casino.
- (c) The Proprietor may, as part of its regulatory obligations, seek information relating to the source of patrons' funds which may be used for gambling transactions or in connection with any other business relationship. The Proprietor also reserves the right not to proceed with any transaction and/or to freeze any monies in its possession until such time that (i) the Proprietor has obtained the required information to its sole satisfaction and (ii) the Proprietor has completed any other processes that may be required under AML/CTF legislation.

## 17. PRIVACY POLICY

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CEUK operates a corporate privacy policy to which the Proprietor adheres. It sets out the way in which any personal data collected from, or provided by, patrons will be processed and may be shared with CEUS. The policy is available on request at the Casino or via [www.caesars.co.uk/privacy-policy](http://www.caesars.co.uk/privacy-policy) CEUK is the data controller for the purpose of the Data Protection Act 1998.

## 18. ANIMALS

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Animals are not allowed in the Casino, guide dogs excepted.

## 19. MAIL

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No patron of the Casino shall give the Casino as his address for any purpose.

## 20. USE OF CASINO NAME

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No patron shall use the name or membership of the Casino or Player Reward Scheme for any form of advertising whatsoever, whether the reference to the Casino or membership be made on note paper, business cards, business premises or in any other way whatsoever.

## 21. COMPLAINTS

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The Proprietor and CEUK are bound by the Complaints and Disputes requirements of GA2005 and the LCCP. Accordingly, CEUK operates a Complaints & Disputes Policy. A copy of the complaints procedure is available on request or upon making a complaint. All patrons are deemed to accept the terms of CEUK's Complaints & Disputes Policy.

## 22. REPRIMANDING STAFF

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No servants of the Proprietor shall be reprimanded by any patron; neither shall any patron harass, or use insulting behaviour towards servants of the Proprietor..



# RULES OF THE CASINO

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## 23. SEVERABILITY

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If at any time any provision of these rules is adjudged to be illegal, invalid or unenforceable, that shall not affect or impair the legality, validity or enforceability of any other provision of these rules.

## 24. OTHER PERSON'S RIGHTS

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This contract is between the Proprietor and the patron. No other person shall have any rights to enforce any of its terms.

## 25. OUR RIGHTS

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Even if the Proprietor delays in enforcing these Rules, Proprietor can still enforce them later. If the Proprietor does not insist immediately that the patron do anything he/she is required to do under these Rules, or if the Proprietor delays in taking steps against the patron in respect of any breach of these Rules, that will not mean that the patron does not have to do those things or may prevent the Proprietor taking steps against the patron at a later date.

## 26. GOVERNING LAW

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These terms are governed by English law and a patron can bring legal proceedings against the Proprietor in the English Courts. In the case of ALEA GLASGOW which is located in Scotland, Scottish law may also apply.

## 27. CONTACT US

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If you have any questions about these Rules or any other rules of the Casino, please contact us by writing to the Club Administrator, Manchester 235, The Great Northern, Watson Street, Manchester, M3 4DT.

**These rules become effective from- 9th September 2016**