Metropolitan CASINO
LONDON | MAYFAIR

RULES OF THE CASINO

These are the terms and conditions on which the Casino operates (referred to as the "Rules"). The Rules include the individual rules of any game ("Game Rules"). Everything contained in these Rules is important and should be read by patrons, but particular attention is drawn to the following:

- Patrons must meet age and certain other eligibility requirements in order to enter and gamble at the Casino and, by entering, patrons are deemed to be making promises to the Proprietor of the Casino on which the Proprietor is entitled to rely (**Rule 3**).
- Under certain circumstances, the Proprietor has the right to withhold/void stakes or winnings. These circumstances are set out in **Rule 4** and include (but are not limited to) where a patron (a) has been excluded or has self-excluded, (b) is still subject to the due diligence checks which the Casino is required to undertake, (c) cheats, colludes, or otherwise breaks these Rules including by engaging in any Prohibited Activities (see further below), (d) where an error or malfunction has occurred, or (e) in the recovery of debts owed by the patron.
- The Casino is entitled to exclude patrons from the Casino for various reasons (**Rule 7**).
- In some circumstances, the Proprietor's liability to patrons is excluded or limited (**Rule 9**).
- Patrons may not engage in any form of "Prohibited Activities" – these are explained in **Rule 12**.
- The Casino needs to be able to complete due diligence checks relating to a patron's eligibility and identity (**Rule 13**).
- The Proprietor may disclose information relating to patrons to regulatory, enforcement and/or other authorities and to other casino operating companies (see **Rules 7(d)** and **12(d)**).

These Rules are available at the reception of the Casino, within the Casino, and on the Casino's website at www.metropolitangaming.com.

1. NAME, ADDRESS, PROPRIETOR

(a) The name of the **Casino** is Metropolitan Mayfair (the "Casino") and its address is, Metropolitan Mayfair, 14 Old Park Lane, London, W1K 1ND (the "**Casino premises**").

(b) The Proprietor of the Casino is Metropolitan Mayfair Limited, (a limited liability company incorporated and registered in England with company registration number 02690210 (the "**Proprietor**"). The Proprietor is part of a group (the "**Group**") owned by (and including) London Clubs International Limited trading as Metropolitan Gaming ("**LCI**" or "**Metropolitan**").

(c) The Proprietor is licensed by the Gambling Commission, full details can be located on the Gambling Commission's website.

2. THE MET CARD

(a) Whilst there is no compulsory Casino membership requirement, patrons are able to become card holders of The Met Card. Full details of the Met Card are available on request and available on the website www.metropolitangaming.com/the-met-card.

3. AGE RESTRICTIONS AND OBLIGATIONS/ PROMISES OF PATRONS

(a) No person under the age of 18 years is permitted to enter any Casino premises (save only that, in the case of ALEA Nottingham, children (those under16) and young persons (those aged 16 or 17) are permitted to enter its restaurant via a separate non-gambling entrance only).

(b) Metropolitan operates a strict 'challenge 25' policy which requires that any patron appearing to venue personnel to be under the age of 25 in that employee's sole opinion (save that in Scotland the age for challenge is 25 years to align with the requirements of Scottish liquor licensing) and MUST provide valid photo identification ("ID") to the satisfaction of said venue personnel as proof of age. Failure to produce such ID will result in refusal of entry or ejection from the premises. Admittance of patrons is at the sole discretion of venue personnel.

(c) If it is discovered that an underage person has entered the Casino premises and managed to gamble, their stakes will be returned and any winnings will not be paid out.

(d) By entering the Casino, a patron is warranting (i.e., promising) that:

- they meet the age requirements under these Rules;
- they have not been subject to any exclusion under Rule 7 of which they have been given notice;
- they are not self-excluded from gambling;
- they will strictly abide by these Rules; and
- they are acting for themselves and not on behalf of anyone else, they are using their own funds, and those funds do not originate from criminal and/or other illegal activities.

4. CIRCUMSTANCES WHERE STAKES OR WINNINGS MAY BE VOIDED/WITHHELD

The Proprietor is entitled to withhold a patron's stakes and/or void/withhold winnings where:

(a) a patron has been excluded by the Casino under Rule 7 and, having been informed of such exclusion, enters the Casino;

(b) a patron has self-excluded but nevertheless enters the Casino;

(c) due diligence procedures are not completed or the patron has failed to pass such requirements under Rule 13;

(d) attributable to a patron's engagement in any Prohibited Activity (see Rule 12) including any fraud, cheating, collusion, or any other material breach of these Rules;

(e) attributable to any error or malfunction in gaming equipment or other (e.g., human) error; and/or

(f) pursuant to Rule 5 pertaining to the recovery of Debts.

5. BILLS AND RECOVERY OF DEBTS

(a) The Proprietor and its employees may withhold from patrons payment of stakes and/or winnings for the purposes of recovery (in whole or in part) or outstanding Debts owed by the patron.

(b) "Debts" means gaming or other debts (e.g., unpaid bills) owed by the patron to the Proprietor or any other member of the Group.

(c) Patrons gambling at the Casino authorise the Proprietor to apply any and all chips they may redeem to reduce any Debts.

(d) For the avoidance of doubt, Debts will also include any costs incurred in any attempt to recover Debts.

(e) The Proprietor is entitled to charge interest on any debt amount from the date it was incurred until the date it is paid at a rate of 8% per annum.

(f) Patrons must pay all bills before leaving the Casino unless they have express approval by a member of Casino management not to do so.

(g) Any non-payment shall be a breach of these Rules and could result in a temporary or permanent suspension of a patron.

6. TERMS ON WHICH GAMBLING IS OFFERED

(a) These Rules, which include the individual rules which apply to each game offered by the Casino (the "**Game Rules**"), will be made available to patrons at the Casino reception, within the Casino, and on the Casino's website.

(b) By entering and gambling in the Casino, patrons agree to comply with these Rules.

(c) These Rules may be altered, revoked or supplemented at any time by the Proprietor to comply with changes to applicable law or regulation, to reflect changes to games, and/or to reflect differing operational or security needs of the Group's business. Wherever possible, reasonable notice will be given. Changes will be brought to the attention of patrons by posting such changes at the Reception desk and on the Casino website.

7. EXCLUSION OF PATRONS BY THE CASINO

(a) The Proprietor and/or Metropolitan may, at any time without notice and for any reason, exclude any patron from the Casino. Such exclusion will also take effect in all other Casinos within the Group unless otherwise confirmed in writing.

(b) If a patron is excluded in accordance with Rule 7 (a) any reinstatement shall be at the sole discretion of the Casino management. No such reinstatement shall be effective unless given by a member of Metropolitan Casinos management.

(c) The Proprietor is 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.

(d) The Proprietor may disclose information relating to patrons whose Casino access has been terminated or suspended to regulatory and enforcement authorities and to other casino

operating companies outside the Group for the prevention and detection of crime, insofar as this is not inconsistent with the Proprietor's obligations under data protection legislation.

8. SAFER GAMBLING & SELF-EXCLUSION

(a) The Proprietor is committed to safer gambling and have a number of self-help tools to help patrons manage their gambling – more details can be found at https://www.metropolitangaming.com/safer-gambling.

(b) Every patron is responsible for their own actions. Neither the Proprietor nor any other member of the Group is responsible for patrons who breach their self-exclusion and gamble without being detected.

(c) The Proprietor, as part of the Group, is committed to promote safer gambling for all patrons and to provide options for assistance to those who may be at risk of gambling harm. As part of that code, the Casino and Metropolitan participate in a voluntary self-exclusion scheme "SENSE". This scheme may be implemented if a patron seeks self-exclusion from any Group property and those of any other UK casino operator. Any period of self-exclusion under SENSE will last for a period of at least 6 months.

(d) The terms and conditions relating to SENSE are available in the Casino premises, on request and via the website www.metropolitangaming.com. Patrons enrolled in SENSE must comply at all times with the SENSE terms and conditions.

9. LIMITATION ON THE PROPRIETOR'S/CASINO'S LIABILITY

(a) The Proprietor does not exclude or limit its liability for its fraud or fraudulent misrepresentation, death or personal injury resulting from its negligence, or any other liability which it may not limit or exclude under applicable law including any breach of patrons' statutory rights as consumers.

(b) Subject to the paragraph above, the following limitations of liability apply:

- The maximum pay-out of any gaming in the Casino shall be in line with the relevant Game Rules and any published maximum pay-out of any game or machine. The Proprietor shall not be liable for any pay-out in excess of such amount whether resulting from a technical malfunction or otherwise.
- The Proprietor will not be liable to patrons under these Rules, and nor does it owe a duty of care, in respect of its compliance or non-compliance with any regulatory obligations that it may be under from time to time.
- The Proprietor shall not be liable for any losses incurred by a patron or any third party due to a patron (i) circumventing any self-exclusion or (ii) breaching these Rules (including by engaging in a Prohibited Activity).
- No property belonging to the Casino or the Proprietor may be removed from the premises by any patron. Neither the Proprietor nor any member of the Group nor any of its employees, accept any responsibility for any loss or damage to property on the premises whether or not entrusted to the care of a Group casino or any of its employees.

10. PATRON'S FUNDS NOT PROTECTED

(a) Patrons are advised that it is the policy of the Proprietor and Metropolitan Casinos not to protect patrons' funds held on deposit in the event of the Casino's insolvency.

11. SALE & SUPPLY OF LIQUOR

(a) The sale or supply of intoxicating liquor in the Casino shall be as determined by statutory provision, local regulation and the Casino's local authority alcohol licensing conditions.

(b) The Casino and Proprietor reserve the right to cease serving alcohol to any patron without giving a reason.

12. PROHIBITED ACTIVITIES

(a) Patrons may not:

i. use any 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, or to gain an unfair advantage in, or to influence, any gambling in the Casino, whether on or off the premises;

ii. commit or collude in any form of fraudulent or illegal activity or cheating;

iii. harass, or use insulting or inappropriate behaviour towards, any employee of the Casino or other patrons; or

iv. otherwise materially breach these Rules,

(together, "**Prohibited Activities**").

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(b) The Proprietor may hold in its possession any patron's winnings from and stakes in any gambling if it suspects, acting reasonably, the patron has engaged in any Prohibited Activity. Casino management shall be entitled to hold such winnings and stakes until the conclusion of any investigation aimed at establishing whether the patron has engaged in any Prohibited Activities. If, after the investigation, Casino management concludes that the patron has engaged in any Prohibited Activity then the gaming affected will be invalidated and the winnings derived therefrom, and the stakes hazarded, will be void.

(c) Patrons shall be required to compensate the Proprietor for any loss caused by any Prohibited Activity by such patron.

(d) The Proprietor may notify the Police, National Crime Agency, the Gambling Commission and/or any other relevant authority of any Prohibited Activities and of any action taken under this Rule 12, 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.

(f) Any funds associated with remote gaming may not be held on deposit in venue.

13. DUE DILIGENCE REQUIREMENTS

(a) Patrons will be required to produce appropriate ID documentation, to ensure compliance with applicable legislation and regulations.

(b) The Proprietor is entitled, as part of its due diligence procedures, to conduct checks and raise queries with patrons to comply with applicable legislation and regulations (together "**Verification Checks**"). Such Verification Checks shall be raised by the Casino as soon as practicable and progressed as expeditiously as reasonably practical.

(c) The Casino and Proprietor reserve the right not to proceed with any transaction and/or to withhold any monies in their possession until such time that all required Verification Checks have been completed.

(d) Suspensions will be removed as soon as practicable if the reason for suspending no longer applies.

14. DATA PROTECTION

(a) The Casino will adhere to all applicable laws and regulations in relation to processing any personal information relating to its patrons.

(b) In accordance with those laws, Metropolitan publishes a Data Processing Notice ('DPN') to which the Casino adheres. This DPN describes how any personal information that the Casino and the Group collects from you, or that you provide to the Casino, will be processed by Metropolitan and our lawful purposes of doing so.

(c) The DPN also sets out your rights as the Data Subject and the procedures that you are entitled to invoke if you have any questions or complaints relating to our processing of your personal information.

(d) Our current DPN is always available upon request at the Casino or via www.metropolitangaming.com/data-processing-notice

15. ANIMALS

(a) Patrons who have registered disability assistance animals may bring their animal into the premises. Animals which do not fulfil these criteria are not permitted.

16. USE OF CASINO NAME

(a) No patron shall use the name or membership of the Casino for any form of advertising.

17. COMPLAINTS

(a) The Casino operates under Metropolitan's Complaints & Disputes Policy & Procedures. A copy of the complaints and dispute procedure is available on the website www.metropolitangaming.com/contact-us/complaints, on request, or upon making a complaint or raising a dispute. By entering the Casino premises, all patrons are deemed to accept the complaints and dispute procedure .

18. TREATMENT OF CASINO EMPLOYEES

(a) No patron may harass, nor use insulting or inappropriate behaviour towards, any employee of the Casino or Group. Any breach of this Rule by a patron may result in immediate barring from the Casino and/or any other Group premises.

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19. OTHER IMPORTANT LEGAL TERMS

(a) If any provision of these Rules is judged by a competent authority to be illegal, invalid or unenforceable, that Rule shall be deemed deleted but that shall not affect or impair the legality, validity or enforceability of any other Rules.

(b) No failure or delay by the Proprietor to exercise any right or remedy provided under these Rules or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

(c) The Proprietor may assign its rights under these Rules to another entity (for example (but not limited to) in the case of a corporate re-organisation or take-over) provided that the rights of patrons are not negatively affected by such assignment.

20. GOVERNING LAW

(a) These Rules and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. In the case of ALEA Glasgow which is located in Scotland, Scottish Law may apply.

21. CONTACT US

(a) If you have any questions about these Rules or any other Rules of the Casino, please contact us by writing to the Club Director, Metropolitan Mayfair, 14 Old Park Lane, London, W1K 1ND. Email info@metropolitanmayfair.com

These rules are effective from 1 September 2024.

METROPOLITAN GAMING GROUP PREMISES

ALEA Glasgow
Springfield Quay, Paisley Road, Glasgow G5 8NP

ALEA Nottingham
108 Upper Parliament Street, Nottingham NG1 6LF

Empire Casino, London
5-6 Leicester Square, London WC2H 7NA

Empire Poker Room, London
7 Leicester Street, London WC2H 7BL

Manchester 235
The Great Northern, 2 Watson Street, Manchester M3 4LP

Metropolitan Casino Mayfair
14 Old Park Lane, Mayfair, London, W1K 1ND

Park Lane Club London
22 Park Lane, London W1K 1BE

The Rendezvous at the Marina, Brighton
Brighton Marina Village, Brighton, BN2 5UT

The Sportsman Casino, London
Old Quebec Street, London W1H 7AF

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