

THE MET CARD TERMS AND CONDITIONS

(NOVEMBER 2023)

These Terms and Conditions relate to the loyalty card ("Met Card") issued to customers ("Customer"), by Metropolitan Gaming, with its principal place of business at 55 Baker Street, London W1U 8EW (referred to as "Metropolitan Gaming" or "us")

Eligibility

- 1. Customers must be at least 18 years old to participate and their identity must be proven to the satisfaction of Metropolitan Gaming to obtain a Met Card.
- 2. Customers can apply for a Met Card by at the reception desk of any Metropolitan Gaming casino. Customers will need to provide their name and address as part of the application process.
- 3. Membership is free and voluntary. However, all Customers, in obtaining the benefits of a Met Card, agree to be bound by these terms and conditions.
- 4. The benefits of The Met Card loyalty programme are for the use of the Customer listed on the account.

Met Points and Tier Points

- 5. Customers are able to earn points on their Met Card. These are collected and displayed on Met Card accounts as follows:
 - (i) Met Points: These are points that are available to Customers via their gameplay and through selected promotions; and
 - (ii) Tier Points: These are points that are available to Customers via their gameplay and will result in Customer's being awarded a status of 'Jack', 'Queen', 'King' or 'Ace', which entitle the Customer to various different benefits. Tier Points will not be earned through any type of promotion.
- 6. Customers are able to collect Met Points and Tier Points automatically onto their Met Card on:
 - (i) all food and beverages purchased at a Metropolitan Gaming Casino;
 - (ii) all tracked slots play in all Metropolitan Gaming venues;
 - (iii) poker tournaments, only. For the avoidance of doubt, this does not include cash game poker; and
 - (iv) all tracked table games at the following Metropolitan Gaming venues:
 - Empire Casino, 5-6 Leicester Square, London WC2H 7NA;
 - The Sportsman Casino, 16 Old Quebec Street, London W1H 7AF:
 - Rendezvous Brighton, Brighton Marina Village, Brighton BN2 5UT:
 - Alea Nottingham, 108 Upper Parliament Street, Nottingham NG1 6LF:
 - Alea Glasgow, Springfield Quay, Paisley Road, Glasgow G5 8NP; and
 - Manchester 235, 2 Watson Street, Manchester M3 4LP, (together, the "Permitted Activities").
- 7. Met Points and Tier Points will appear separately on a Met Card account; however, for the avoidance of doubt only the Tier Points will contribute towards the Tier Benefits and Tier Levels (defined below). In order to understand what the total Met Points and the total Tier Points are on a Met Card, the Customer must ask a member of staff at any Metropolitan Gaming Casino venue.

Tier Points/Benefits

- 8. There are four levels of membership in the Met Card. The basic level of membership is 'Jack'. You can reach a higher level by using the Met Card by collecting Tier Points between 1 January and 31 December during any calendar year, as follows:
 - (i) Queen: 10,000 Tier Points required annually;
 - (ii) King: 20,000 Tier Points required annually; and
 - (iii) Ace: 40,000 Tier Points required annually, (together, the "**Tier Levels**").



9. Each membership level entitles the Customer to additional benefits ("**Tier Benefits**"). The 'Queen', 'King' and 'Ace' membership levels are subject to separate rules, by which the respective card holders agree to be bound. These rules are available to relevant card holders online and in venue. A link to these rules can be found here: <u>Tier Benefits T&Cs - Terms & Conditions (metropolitangaming.com)</u>. This includes further information about the Tier Benefits that apply to each membership level and how they can be redeemed.

How do you earn Met Points?

- 10. Met Points will be awarded for:
 - (i) Gameplay on all Permitted Activities;
 - (ii) selected promotional activities. All information on whether Met Points will be awarded as part of a promotion can be found in the relevant promotion rules; and
 - (iii) any food and beverages purchased at a Metropolitan Gaming casino. For every £0.50 spent, a Customer will receive one Met Point.
- 11. It is the responsibility of the Customer to ensure their Met Card is inserted properly in the machine when playing any electronic games.
- 12. Where table tracking is applicable, Metropolitan Gaming uses reasonable efforts to track a Customers play. It is the Customer's responsibility to ensure that they have handed their Met Card to the relevant individual in charge of the table game and Customers agree that Met Points are granted on the personal observation of Metropolitan Gaming employees, which may be subject to error. The determination of the Met Points awarded by Metropolitan Gaming shall be final.
- 13. Unless otherwise varied by notice given by Metropolitan Gaming, the Met Card earning period is from 1 January to 31 December in any one year.
- 14. All Met Points will expire on a 12 month rolling period (for example if a customer earns 100 Met Points on 1 January 2022, and they have not been redeemed within 365 days, they will expire at midnight on 31 December 2022).

Redemption of Met Points

- 15. Met Points have no cash value. They may be rounded up to the nearest £1 when being redeemed for food, drink or other retail items on a Metropolitan Gaming venue. 100 Met Points is the equivalent to £1.
- 16. Met Points can be redeemed at:
 - (i) the food and beverage outlet at any Metropolitan Gaming casino, if a Customer wants to redeem Met Points for food or beverages; or
 - (ii) the cash desk of any Metropolitan Gaming casino for promotional tickets or chips.
- 17. Met Point redemption for Slots Play is available at all Metropolitan Gaming venues.
- 18. Met Points are redeemable for electronic and live tables play, food and drink at stipulated Metropolitan Casinos only.
- 19. The minimum Met Point redemption for a single transaction for Slots, Live Tables and Electronic gaming is 500 Met Pints. There is no maximum Met Point redemption per transaction.
- 20. A participant's identity must be verified to the satisfaction of Metropolitan Gaming in order to redeem Met Points.



Validity of Met Points

- 21. Met Points remain valid providing:
 - (i) the Customer visits a Metropolitan Gaming casino and uses their Met Card at least once every six months. If the Customer fails to use the Met Card in a six-month period, the entire Met Point account balance will expire. All Customers will be notified of the proposed removal of their Met Points one month prior to the six-month expiration period;
 - (ii) earned Met Points are redeemed 12 months after being earned. Any unredeemed Met Points that are older than 365 days will expire. For example, if a Customer earns 100 Met Points on 1 January 2023, these Met Points must be redeemed by no later than 31 December 2023; and
 - (iii) participants have made at least one redemption in 2 years otherwise, the entire Met Points account balance will expire. All Customers will be notified of the proposed removal of their Met Points one month prior to the two-year expiration period.

Use of the Met Card

- 22. A Met Card may be used to track the play and accumulate Met Points by the Customer on their account only. It is forbidden for a Customer to accrue Met Points by distributing their card to, or sharing their card with another player. If Metropolitan Gaming learn that a Met Card has been used by someone other than the owner of the Met Card, [the Met Card will be confiscated and all Met Points will be removed].
- 23. Customers are responsible for their own Met Cards. Metropolitan Gaming and its agents, subsidiaries, and parent companies are not responsible for lost or stolen cards, including any resulting misuse.

General Rules

- 24. From time to time, we may choose to sub divide tiers for certain promotions based on player attributes or behaviour. All information relating to each promotion, including the entry criteria, can be found in the relevant promotional rules for each promotion.
- 25. In the event of death of a Met Card holder, this will result in the immediate cancellation of the Customer's Met Card membership and forfeiture of any available Met Points balance and other associated benefits.
- 26. Met Cards are non-transferable and are the property of Metropolitan Gaming. A Met Card must be returned to Metropolitan Gaming upon the request of Metropolitan Gaming. Met Points are non-transferable in any circumstance.
- 27. Metropolitan Gaming reserves the right to modify or cancel this loyalty programme at any time, for any reason, provided that in the case of a modification, such modification shall not, as of the date of it taking effect, materially alter or change any participant's reward(s) already earned but not yet redeemed. In the case of cancellation of this loyalty programme, any participant's reward(s) already earned but not yet redeemed shall remain valid for one year following the date the Met Points were earned. Notice will be given in advance of any such modification or cancellation via our website or in-venue signage.
- 28. Metropolitan Gaming are committed to supporting safer gambling. We promote gambling as an enjoyable leisure activity and we believe that gambling can only remain this way if you stay in control and gamble responsibly. However, we know that for some people gambling can stop being a harmless leisure activity and become a problem.
- 29. We have put in place a number of tools that you can use to manage your gambling, such as [self-exclusion For further information, advice and support, please click <u>Safer Gambling | Metropolitan Gaming</u> here.
- 30. Although we will use our reasonable efforts to enforce our responsible gambling policies, we do not accept any responsibility or liability if you nevertheless continue gambling and/or seek to use the Met Card with the intention of deliberately avoiding the relevant measures in place (whether put in place by you or by us) and/or we are unable to enforce our measures/policies for reasons outside of our reasonable control including if you have provided us with details which are not true and accurate in order to circumvent any safer gambling policies or tools.



- 31. Metropolitan Gaming reserves the right to revoke or deny application for membership in the case of:
 - (i) safer gambling concerns; or
 - (ii) if the individual holder or, (as the case may be), applicant to participate in the Met Card programme has not complied with the programme in any manner, inclusive of non-compliance with the Terms & Conditions: or
 - (iii) any misuse of the Met Card, as determined by Metropolitan Gaming. Any fraudulent usage of the card may result in the immediate loss of Met Club membership and all privileges will be revoked.
- 32. Customers who are excluded from casino facilities by their own request or through the Self-Enrolment National Self-Exclusion ("SENSE"), may exchange Met Points accrued prior to enrolment into SENSE or exclusion, for gifts from the rewards cabinet or shop vouchers (which will be posted to the enrolee using a parcel delivery service). Met points must not be exchanged for any of the Permitted Activities. Once the SENSE enrolee has left the premises any Met Points not exchanged will be forfeited. Individuals who self-exclude without entering a Metropolitan Gaming casino will receive their Met Points as vouchers. Individuals who are excluded at the sole discretion of Metropolitan Gaming are not eligible to participate in The Met Card loyalty programme. Forthwith upon any such situation occurring, any existing Met Card account and its Met Points balance will be cancelled and forfeit accordingly. Individuals who self-exclude for any reason from visiting any Metropolitan Gaming Casino will not be eligible to participate in the Met Card loyalty programme. Any Points balance available to customer at the point of self-exclusion will be made available to them for redemption as cash equivalent. A link to the self enrolment national self-exclusion policy can be found here: www.metropolitangaming.com/safer-gambling/self-exclusion.
- 33. Management reserves the right to adjust account status due to computer error, machine malfunction, operator error, fraud or other misuse of the Met Card and at management discretion.
- 34. Any Met Card holder is entitled to request their removal from the said programme at any time. Metropolitan Gaming agrees to comply promptly with any such request, in which case the Customer's Met Club account and their eligibility to participate in the Met Card loyalty programme will be cancelled and forfeited accordingly.
- 35. In the event of there being outstanding monies owed to any Metropolitan Gaming venue, the Met Card benefits may be suspended pending payment, in full, of the outstanding debt.
- 36. In the event of any one or more Metropolitan Gaming venue closures, card holders' Met Points, Tier Points and applicable Tier Benefits remain valid at other Metropolitan Gaming venues.
- 37. In the course of providing Customers with services, Metropolitan Gaming collects certain personal information about Customers that may be considered private or confidential. The policies of our data collection and usage are defined in our Data Processing Notice ("**DPN**") and this can be found online at www.metropolitangaming.com/data-processing-notice or at venue Reception. The DPN also sets out your rights as a Data Subject, our contact details and the procedures that you are entitled to invoke if you have any questions or complaints relating to our processing of your personal information.
- 38. Should a Customer have any complaint or dispute about any gambling related decision or the loyalty programme, all complaints in the first instance should be submitted to the management of the appropriate Metropolitan Gaming venue. Further information on our Complaints procedure can be found at www.metropolitangaming.com/contact-us/complaints
- 39. These terms and conditions and any dispute arising out of or in connection with them shall be governed by and construed in accordance with English law. Each participant in The Met Card loyalty programme agrees that:
 - (i) they irrevocably submit to the jurisdiction of the Courts of England and Wales in respect of any such dispute and
 - (ii) they may not bring proceedings in respect of any such dispute in any jurisdiction other than England and
- 40. Insofar as any of these conditions are rendered void by relevant law or regulation, the rest of these conditions shall remain valid.