

Casino Royale

Terms & Conditions

Last updated: December 15, 2023

1. Binding Terms and Conditions

1.1 Terms and Conditions Binding

These Terms and Conditions apply to the player program operated by Casino Royale, Sint Maarten. The Casino Royale, Sint Maarten "Player Club Program" is not affiliated with the Sonesta Maho Beach Resort, the Sonesta Ocean Point Resort.

By registering for an account and becoming a member to participate in any game or services available to members, you confirm your knowledge of and agreement to be bound by the then most current version of these Terms and Conditions. We may modify these Terms and Conditions without advance notice at any time. It is your own responsibility for reviewing these Terms and Conditions periodically for any modifications. Your continued membership and/or use of the player program after any modification signals your acceptance of those modifications. Additional terms may apply to your use of specific services or features of the player program. Any such terms will be made available at the time of your use of that service or feature and are incorporated by reference into these Terms and Conditions. If there is a conflict between these Terms and Conditions and any additional terms that apply to a particular service or feature, the additional terms will control.

As set out in more detail below, WE RESERVE THE RIGHT TO IMMEDIATELY SUSPEND AND/OR CLOSE THE ACCOUNT OF ANY MEMBER WHO VIOLATES, OR WHOM WE REASONABLY BELIEVE MAY BE OR WILL BE VIOLATING, THESE TERMS AND CONDITIONS OF SERVICE, AT ANY TIME WITHOUT NOTICE.

1.2 Entire Agreement

These Terms and Conditions, together with any additional terms and conditions or policies referred to and incorporated herein (including additional terms applicable to a particular service or feature and the Privacy Policy), constitute the entire agreement between you and Maho Group regarding the services and cannot be modified by you, or any person affiliated, or claiming affiliation, with Maho Group except by express written agreement.

1.3 Applicable Law and Disputes

These Terms and Conditions will be governed by and construed in accordance with the laws of St. Maarten and Antigua and Barbuda as applicable, without regard to its conflicts of law provisions. You hereby consent to the exclusive jurisdiction of and venue in the courts of St. Maarten or Antigua, in all disputes arising out of or relating to the services.

Notwithstanding any other provisions of these and Conditions, we may seek injunctive or other equitable relief from any court of competent jurisdiction.

By utilizing the services and participating in program activities, you certify that you meet the age and other eligibility requirements for the activities or services set forth in the Terms and Conditions.

1.4. Severability

If any part of these Terms and Conditions is found to be invalid or unenforceable in accordance with applicable law, including, but not limited to, the warranty disclaimers, and liability limitations, then the invalid or unenforceable provision shall be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms and Conditions shall continue in effect.

2. Eligibility

2.1 Eligibility

In order to register and maintain an account, an individual must:

- be a natural person, at least 18 years old; and
- comply with these Terms and Conditions at all times.

2.2 Information Required

Upon registration and/or to facilitate access to the services and/or program activities, you are required to provide the following information:

- Full name
- Gender
- Email address
- Home address
- Phone number
- Date Of Birth
- Valid identification document (driver's license/passport/national ID card)

The information provided must be true, accurate, current, and complete, as requested. You agree to update the registration data to keep it current and accurate. If We determine you are registering with purposely incorrect information, we reserve the right to close your account and/or terminate your membership of the program. Knowingly submitting incomplete or inaccurate information will result in immediate termination of your account and/or membership.

3. Privacy

3.1 Privacy Policy

Our Privacy Policy describes our practices concerning data that you provide or that we may collect about you through the services and or features offered, and you consent to our use and disclosure of such data in compliance with the Privacy Policy.

3.2 The Types of Information We Collect

We collect certain data and information from our members.

Personal Information

Personal Information is data which can be used to identify an individual. The Personal Information we collect through our services and/or features, includes details which are submitted directly by you the patron. Such as: phone number; full name; e-mail address; home address; date of birth; and other financial information that we may need in order to provide our Services.

3.3 How We Collect Your Information

Collecting Information about you, from you

We collect personal information about you whenever you register for membership of the program and use our services and/or features. Other information is collected during your interactions with us, such as chats with our customer services team and, if you consent when we record telephone conversations.

Collecting Information about you, from external companies

To help us comply with our legal and regulatory KYC and Social Responsibility obligations

- a. When you join the program, we may cross reference the information you supplied to us with external/governmental companies for AML and ID verification processes.
- b. We use publicly available information (on social media sites and the like) to help verify information provided to us and we log and save the results.

We will process the above categories of personal data for the reasons outlined in this Privacy Notice and in accordance with the relevant data protection legislation.

3.4 How do we use the information we collect?

We use and share Personal Information in the manner described in this Privacy Policy. The Personal Information will be disclosed to a third party only to the extent required for the specific purpose, as stipulated in this Privacy Policy, and in such cases, we require the relevant third party to agree to process such information in compliance with our Privacy Policy.

We will not disclose your Personal Data where we do not reasonably believe there an adequate data protection regime. However, in the event that such a data transfer occurs, we will take all reasonable steps possible to ensure that your data is treated as securely as it is in accordance with this Privacy Policy and the applicable legislation.

The information we collect, which may include "Personal Information," is used for the following purposes:

- To set up process your membership application and to provide our services (e.g., Identification and verification of your personal details, process your payments. The

legal basis for this processing activity is the performance of the contract, fulfilment of a legal obligation/regulatory obligation.

- To identify and authenticate your access to certain services and/or features. The legal basis for this processing activity is your consent.
- To communicate with you and to keep you informed of our latest updates. The legal basis for this processing activity is your consent.
- To market our products or those of any of our business partners and affiliates. The legal basis for this processing activity is the performance of the contract.
- To perform research or to conduct anonymous analytics in order to improve and customize our services to your needs and interests. The legal basis for this processing activity is your consent.
- To support and troubleshoot our services and to respond to your queries. The legal basis for this processing activity is your consent.
- To investigate violations and enforce our policies, as required by law, regulation, or other governmental authority, or to comply with a subpoena or similar legal process or respond to a government request. The legal basis for this processing activity is the legal obligations.
- To audit certain elements of our business practices. The legal basis for this processing activity is the legal obligations.
- Where we decide or sell, transfer, or otherwise dispose of any part of our business in the future, we may share your information with prospective purchasers and our professional advisors for that purpose.

Where the data processing is in accordance with your consent, you have the right to withdraw your consent at any time in writing to our contact details mentioned in this Policy, or by following any relevant process to withdraw your consent. Withdrawal of your consent does not affect the lawfulness of the treatment of your data prior to its revocation.

3.5 Companies that provide services on our behalf

We share your personal information with external organizations that carry out a range of services on behalf of Us. We carry out checks to ensure that the companies we work with will give your information the same level of care and protection as we do. Both We and they are obliged to handle your information in accordance with data protection law, and We are also required to put in place contractual measures reinforcing those obligations.

The main functions that are or may be carried out, fully or in part, by third parties are listed below:

- Management and execution of marketing campaigns
- Payment processing and verification
- Anti-fraud and Anti-money laundering checks (Including but not limited to Enhance Due Diligence reports utilizing publicly available sources and ID verification)
- Checks to detect unfair use of our products and services
- Data analytics and data cleansing
- Market research and collecting or analyzing customer feedback

- IT services and support
- Audit-, Legal- & Compliance- related services
- Storing data for regulators to access and view
- Analysis of gambling habits to ascertain potentially risky behaviors.

3.6 Information demands from Regulators:

On a regular basis, in all licensed jurisdictions, we are regulatory required to produce reports containing non-Personal Data. The reports consist of things such as number of registrations, number of complaints, and number of suspicious transactions reported to authorities.

3.7 Other information sharing with third parties:

We may also share personal data with selected third parties in order to measure and improve customer experience, to identify new offers and promotions that may be suitable for you and to facilitate the resolution of customer complaints and disputes. This sharing takes place further to legitimate interests (which do not override your fundamental rights and freedoms) or under another suitable lawful basis identified by us.

3.8 How long do we keep your information?

We hold your personal information only as long as we have a valid legal reason to do so, which includes providing you with the services you have requested, meeting our legal and regulatory obligations, resolving disputes, and enforcing our agreements.

The length of time for which we keep different types of personal information can vary, depending on why we originally obtained them, the reason we process them and the legal requirements that apply to them. When setting our data retention and deletion timescales we consider a range of factors including applicable regulations and standards relating to gambling and gaming, anti-money laundering, taxation, payment processing and complaint handling, the need to prevent or detect crime or other misuse of our services, and audit requirements. To fulfil our requirements, some of your personal data will need to be retained for a period of time after you cease to be a customer. When we no longer need it to fulfil the above requirements, we delete it securely or anonymize it.

3.9 Your Rights

You have the following Data Subject Rights:

- The right to be informed. Transparency in how we are using personal data. Hence, this detailed Privacy Policy.
- The right of access. This enables you to e.g., receive a copy of the personal data we hold about you.
- The right to rectification. Correction/Rectification of the personal data we hold about you. This enables you to have any incomplete or inaccurate data we hold about you corrected/rectified.
- The right to erasure. This enables you to ask us to erase your personal data [known as the 'right to be forgotten'] where there is no good reason for us continuing to process it.

- The right to data portability. This gives you the right to receive personal data they have provided to a controller in a structured, commonly used, and machine-readable format. It also gives you the right to request that a controller transmits this data directly to another controller.
- The right to restrict processing. This enables you to ask us to restrict the processing of your personal data, i.e., use it only for certain things, if:
 - it is not accurate,
 - it has been used unlawfully but you do not wish for us to delete it,
 - it is not relevant anymore, but you want us to keep it for use in possible legal claims,
 - You have already asked us to stop using your personal data, but you are waiting us to confirm if we have legitimate grounds to use your data.
- The right to object. This gives you the right to object to the processing of your personal data. For example, if you object to receiving marketing material you can remove consent for us to send it. The right to object only applies in certain circumstances. Whether it applies depends on your purposes for processing and the lawful basis for processing. Individuals have the absolute right to object to the processing of their personal data if it is for direct marketing purposes. Individuals can also object if the processing is for:
 - a task carried out in the public interest.
 - the exercise of official authority vested in you; or
 - your legitimate interests (or those of a third party).
 - in relation to automated decision making and profiling.

In order to exercise any of your rights over your Personal Data, please contact [insert email address].

We are permitted to ask for your ID in order to verify your identity prior to fulfilling your request. However, we reserve our right, in certain situations, to request for your Identity to be verified via additional methods/ways up to the point we are satisfied of the veracity and/or legality of the request. Such additional verification measures are applied to ensure that Personal Data are under no circumstances released to unauthorized persons.

If you believe your privacy rights have been infringed, or you disagree with a decision we have made about your privacy rights, you have the right to complain to the relevant supervisory authority.

4. Limits of Confidentiality

For legal reasons, we may be required under certain circumstances to disclose your personal information. Reasons for this may include:

1. to protect and defend our rights or property.
2. to comply with any legal process served on us.