

# RULES OF THE CLUB

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**THESE ARE THE TERMS AND CONDITIONS (THE "RULES") ON WHICH THE PLAYBOY CLUB LONDON OPERATES. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT US USING THE DETAILS IN PARAGRAPH 35 BELOW.**

## 1. NAME, ADDRESS, PROPRIETOR AND CONSTITUTION

- (a) The name of the Club is "Playboy Club London" and its address is 14 Old Park Lane, Mayfair, London W1K 1ND (hereinafter called 'the Club').
- (b) The Club is a proprietary club, the Proprietor of the Club is the Playboy Club London Limited (a limited liability company incorporated and registered in England with company registration number 02690210) (the "Proprietor"), a wholly owned subsidiary of Caesar's Entertainment UK Limited ("CEUK").
- (c) The Proprietor's registered office is 55 Baker Street, Marylebone, London, W1U 8EW. Full contact details for the Proprietor are set out in paragraph 35. The Proprietor is licensed by the Gambling Commission with licence number 000-000689-N-103536-012.
- (d) The Proprietor will provide all reasonable necessities for carrying on the business of the Club 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 employees and for catering and all other matters which involve the disbursement of money.

## 2. OBJECTIVES

The Club has been formed for the furtherance of non-political, social and recreational activities and to provide high-class amenities with facilities for obtaining good food and refreshments and for gambling and entertainment, in accordance with the laws for the time being applicable.

## 3. GENERAL MANAGEMENT COMMITTEE

The affairs of the Club shall be under the control of a General Management Committee ("the Committee") further details of which are set out below, which shall exercise the powers given to it by these Rules and such other powers of management as it may from time to time undertake at the request of the Proprietor. The Committee is chaired by the Club Director.

## 4. MEMBERS OF THE GENERAL MANAGEMENT COMMITTEE

The constitution of the Committee shall be as follows:

- (a) Senior Management who will be Members of the Club whilst they hold such an appointment.
- (b) The Administrator of the Club during his or her term of office. The identity of the Members who sit on the Committee shall be available on written request.

## 5. GENERAL MANAGEMENT COMMITTEE MEETINGS

- (a) The Committee shall meet as often as may be necessary at such dates and times as it may determine. A meeting of the Committee may be convened at any time by any Member of the Committee on notice to another Member of the Committee present at the Club.
- (b) Any two Members of the Committee shall form a quorum for the purposes of a meeting. No meeting of the Committee shall be valid unless it is quorate.

## 6. MEMBERSHIP

- (a) Membership shall be granted through an approved process on the completion of a Playboy Club London Membership Application Form. Acceptance of applications for membership of the Club shall be at the sole discretion of the Committee.
- (b) Eligible Members must be 18 years of age.
- (c) Lifetime membership is granted at the sole discretion of the Committee. The annual membership fee level for Lifetime membership shall be determined annually by the Committee.

Lifetime memberships are valid for the lifetime of the Playboy Club London (whilst operating under that name and notwithstanding any change in ownership of the Club) as opposed to the lifetime of the Member themselves. No refunds of Lifetime membership fees will be made under any circumstances.

## 7. PROPOSALS FOR MEMBERSHIP

Individuals who wish to apply for membership of the Club shall complete or have completed on their behalf, a membership application form for submission to the Committee and provide evidence of identity on their first visit, such as a valid passport or photocard driving licence. No person shall be admitted to any of the privileges of membership until their membership has been approved by the Committee. No reason shall be given by the Committee for the refusal of an application for membership. Any person accepting membership is deemed to accept and abide by the rules of the Club in force and as amended from time to time.

## 8. FEES

Playboy Club London offers annual or lifetime membership. Membership fees are payable on approval and on the 1st February annually thereafter. Members will be advised of the renewal process and before any payment falls due. In the event of a member's non-payment of their membership fees, their membership will lapse. The requirement to pay membership fees may be waived by the Committee at its absolute and sole discretion.

## 9. ADDRESS OF MEMBERS

Each Member shall inform the Club Management in writing of any changes to their residential address and email address.

## 10. RIGHTS AND LIABILITIES OF MEMBERS

Members and their Guests (as defined below) shall, subject to these Rules, be entitled to use and enjoy the Club premises during the hours which in the exercise of its discretion Club Management shall determine to open the Club premises.

## 11. GUESTS & CHALLENGE 21 POLICY

Members may introduce and entertain guests (of no less than 18 years of age) at the Club in accordance with the category of their membership ("Guests"). The admittance of Guests is at the sole discretion of Club Management. Members are responsible for the conduct of their Guests whilst those Guests are on the premises. The Club operates a strict "Challenge 21" policy which requires that any Guest appearing to Club employees to be under the age of 21, in that employee's sole opinion, MUST provide valid photo identification ("ID") to the satisfaction of Club Management as proof of age. Failure to produce such ID will result in refusal of entry.

## 12. BYE-LAWS

The Club 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 Club and the conduct of Members therein. Bye-laws shall be deemed to be incorporated into the Rules of the Club.

## 13. RECOVERY OF DEBTS

Club Management and employees may withhold from a Member or Guest the payment of stakes and/or winnings for the purposes of recovery (in whole, or in part) of outstanding debts owed by the Member or Guest to the Club, CEUK, any subsidiary of a holding company or any business entity controlling, controlled by or under common control with the Club. For the avoidance of doubt, this 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 over the base rate of the Bank of England.

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## 14. TERMS ON WHICH GAMBLING IS OFFERED

A copy of the contractual terms on which gambling is offered (comprising these Rules, any bye-laws implemented by the Company and any rules which apply to each game offered by the Club) will be made available to Members and Guests upon request. The Rules of the Club may be altered, revoked or supplemented at any time at Senior Management's discretion, including to ensure compliance with all applicable regulation and legislation and the conditions attaching to its Gambling Commission licence. A notice shall be posted in the Club and on the Club'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 Club for the information of Members and Guests and on the Club's website for the information of Members.

## 15. SUSPENSION/CANCELLATION OF MEMBERSHIP

- (a) The Club may, at any time, without notice and for any legitimate reason (including breach of these Rules or any other rules or regulations of the Club) cancel or suspend any Member's membership of the Club. Such action may also take effect in all other premises within the Caesars Entertainment Group.
- (b) Any Member whose membership has been cancelled or suspended shall forfeit any privileges and all rights against the Club, CEUK, and its affiliates, subsidiaries and parent companies and may be refused entry to the Club and all other associated premises.
- (c) The Club 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 ("GA2005"). Accordingly, the Club will ensure that any Member who, in the opinion of the Club Management, is or has been cheating in the Club will not be permitted to benefit from their criminal act. Breach of this Rule will invalidate any gaming affected and any stakes or winnings hazarded shall be forfeit.
- (d) The Club may disclose information relating to Members whose membership has been cancelled or suspended 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 not inconsistent with the Club's obligations under data protection legislation.
- (e) No refunds will be made in respect of fees in the event of cancellation or suspension of membership if cancellation or suspension is a result of a Member's breach of these Rules, any other rules or regulations of the Club, any illegal or criminal activity or because of bringing the Club or CEUK into disrepute.
- (f) Other than in accordance with paragraph 16 below the Member cannot cancel his or her membership of the Club until such time that his or her membership becomes eligible for renewal, at which time the Member may choose not to renew his or her membership.

## 16. SOCIAL RESPONSIBILITY & SELF EXCLUSION

- (a) The Club is bound by the Social Responsibility requirements of the Gambling Act 2005 and the Gambling Commission's Licence Conditions & Codes of Practice ("LCCP"). Accordingly, the Club and the Proprietor adhere to CEUK's Responsible Gambling Policy, 'Playing Safe at Caesars'.
- (b) Whilst every Member and Guest is responsible for their own actions, the Club, as part of the CEUK group and through its Code of Commitment is committed to promote responsible gambling for all Members and Guests and to provide options for assistance to those who have difficulty in controlling their gambling. As part of that code, the Club and CEUK operate a voluntary self-exclusion policy "SENSE", to be implemented if a Member or Guest seeks self-exclusion from any of our properties and those of any other UK casino operator, citing problem gambling as the reason. Any period of self-exclusion 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) In consideration of the Proprietor permitting entry to this Club, the following terms are applicable to, and binding upon, (i) persons entering or seeking to enter this Club who self-exclude from gambling or have self-excluded from gambling via SENSE and (ii) any third party who gambles in this club on behalf of any such person:

- 1) Persons who self-exclude (or have self-excluded) via SENSE agree not to enter or attempt to enter any casino premises (and not to seek, request, procure or otherwise encourage any third party to enter or attempt to enter any casino premises to gamble on their behalf) whilst enrolled on the SENSE scheme and, should any such person do so or attempt to do so otherwise than to exercise his or her right to be removed from SENSE, he or she will be considered to have breached that agreement.
- 2) Neither this Club nor the company that operates this Club (or any of its employees) will be liable for any matter whatsoever if any person who has self-excluded via SENSE enters, or any third party on his or her behalf enters, this Club whilst self-excluded through the SENSE scheme and he or she is (and/or any such third party is) able to gamble.
- 3) Persons who self-exclude (or have self-excluded) via SENSE accept and agree that if they gamble, or if any third party on their behalf gambles, in this club whilst they are enrolled with SENSE, otherwise than in circumstances considered by the Management of this Club in their sole discretion to be exceptional:
  - (a) money or money's worth staked by them, or by any such third party on their behalf, and any winnings arising therefrom will be forfeited and
  - (b) gambling losses incurred by them, or by any such third party where they have gambled on their behalf, will not be reimbursed.
  - 4) In the above respect, "money or money's worth staked" includes (without limitation) not only money, money's worth, gambling chips and/or tokens paid to and accepted by this club in respect of a gambling transaction but also:
    - (a) gambling chips and/or tokens in respect of which, in advance of any gambling transaction taking place, money and/or money's worth has been exchanged and / or money, money's worth, gambling chips and/or tokens which have been inserted into a gaming machine or gambling terminal (whether or not any gambling transaction has taken place).

## 17. CLUB PROPERTY

No property belonging to the Club or CEUK shall be removed from the premises by any Member or Guest. Neither the Club, CEUK nor its affiliates, subsidiaries and parent companies, nor any of its officers or employees, accept any responsibility for any loss or damage to property on the premises whether or not entrusted to the care of the Club or any of its servants.

## 18. PROTECTION OF MEMBER FUNDS

In accordance with the LCCP, Members and Guests are advised that it is the policy of the Club and CEUK not to protect Members' or Guests' funds held on deposit in the event of the Club's insolvency.

## 19. BILLS

Members and Guests must pay their bills before they leave the Club unless they have approval by Club Management not to do so. Any non-payment shall be a breach of these Rules and shall result in the suspension and/or termination of the Member's membership.

## 20. OPENING HOURS

The Club shall open and be prepared to receive Members daily during such hours as the Club Management shall in its absolute and sole discretion determine from time to time.

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## 22. SALE & SUPPLY OF LIQUOR

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

## 23. GAMING

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- (a) No game of hazard or chance shall be played in the Club 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 Club may be used by any Member or Guest, whether on or off the premises.
- (c) Club Management reserves the right to hold in its possession any Member's or Guest's winnings from and stakes in any gambling in if they suspect that the Member or Guest has breached rule (b) above. Club Management shall be entitled to hold such winnings and stakes until the conclusion of any investigation aimed at establishing whether the Member or Guest concerned has breached rule (b) above. If, after the investigation, Club Management concludes that the Member or Guest has breached rule (b) above, then the gaming affected will be invalidated and the winnings derived therefrom, and the stakes hazarded will be forfeited. In all other cases, the winnings and stakes will be released to the Member or Guest unless any other good and valid reason entitles or requires Club Management to retain the same and/or pass the same to any third party.
- (d) The Club Management are obliged in certain cases to notify the Police, National Crime Authority and/or The 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 Club remain the property of the Club and must be returned or redeemed (as appropriate) on demand.

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

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- (a) Members and Guests will be required to produce appropriate ID when gambling or transacting at certain premises threshold levels (to be determined by the CEUK Compliance Manager from time to time). This to ensure strict compliance with AML/CTF legislation and regulation.
- (b) The Club Management and the CEUK Compliance Manager may, as part of their ID verification processes and general enhanced due diligence procedures, conduct checks on Members and Guests to ensure AML/CTF compliance.
- (c) The Club Management and the CEUK Compliance Manager may seek information relating to the source of Members' and Guests' funds which may be used for gaming transactions or in connection with any other business relationship. The Club Management and the CEUK Compliance Manager reserve the right not to proceed with any transaction and/or to freeze any monies in their possession until such time that (i) they have obtained the required information and (ii) the Club Management and the CEUK Compliance Manager have completed any other processes that may be required under AML/CTF legislation.

## 25. PRIVACY POLICY

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CEUK operates a corporate privacy policy to which the Club adheres. This policy describes how any personal information that CEUK, its affiliates and subsidiaries (collectively, "CEUK", "we", "us" or "our") collect from you, or that you provide to the Club, will be processed by CEUK. The policy is available on request at the Club or via [www.caesars.co.uk/privacy-policy](http://www.caesars.co.uk/privacy-policy)

## 26. ANIMALS

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

## 27. MAIL

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No Member or Guest of the Club shall give the Club as his or her address for any purpose.

## 28. USE OF CLUB NAME

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No Member or Guest shall use the name or membership of the Club for any form of advertising.

## 29. COMPLAINTS

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The Club and CEUK are bound by the Complaints and Disputes requirements of the 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 Members and Guests are deemed to accept the terms of CEUK's Complaints and Disputes policy.

## 30. REPRIMANDING EMPLOYEES

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No servants of the Club shall be reprimanded by any Member or Guest; neither shall any Member or Guest harass, nor use insulting behaviour towards, servants of the Club.

## 31. 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.

## 32. OTHER PERSON'S RIGHTS

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

## 33. OUR RIGHTS

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Even if the Club Management delays in enforcing these Rules they can still enforce them retrospectively.

## 34. GOVERNING LAW

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These terms are governed by English law and a Member can bring legal proceedings against the Proprietor in the English Courts.

## 35. CONTACT US

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If you have any questions please contact us by writing to The General Manager, The Playboy Club, 14 Old Park Lane, Mayfair, London, W1K 1ND or calling Playboy Reception on 0207 491 8586 or by emailing [info@playboyclublondon.com](mailto:info@playboyclublondon.com)