

RULES OF THE CLUB

PAGE 1 OF 3



THESE ARE THE TERMS AND CONDITIONS (THE "RULES") ON WHICH THE CLUB 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 London Clubs Management Limited ("LCM") & Caesar's Entertainment UK Limited ("CEUK").
- (c) The Proprietor's registered office is 55 Baker Street, London, England, 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 staff 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 COMMITTEE

The affairs of the Club shall be under the control of a General 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 General Committee shall elect its own chairman but any resolutions signed by any statutory director of the Proprietor ("Director") shall take effect as though it were the resolution of the General Committee at a meeting duly convened and held.

4. MEMBERS OF THE GENERAL COMMITTEE

- The constitution of the General Committee shall be as follows:
- (a) All of the Directors of the Proprietor who shall be members of the Club ("Member") whilst they hold such appointment.
 - (b) The administrator of the Club who shall be a Member during his/her term of office.
 - (c) The Directors and managers of the Club for the time being who shall be Members whilst they hold such appointments.
The identity of the Members who sit on the General Committee shall be available on written request.

5. GENERAL COMMITTEE MEETINGS

- (a) The General Committee shall meet as often as may be necessary at such dates and times as it may determine. A meeting of the General Committee may be convened at any time by any Member of the General Committee on notice to another Member of the General Committee present at the Club.
- (b) Any two Members of the General Committee shall form a quorum for the purposes of a meeting of the General Committee. No meeting of the General 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 General Committee.
- b) Ladies and gentlemen of a good social position and no less than 18 years of age are eligible to become Members.
- c) Honorary Members (Ambassadors and Members who do not pay an annual subscription) shall be elected by an unanimous decision of the Members of the General Committee present at the election.
- (d) Lifetime Members shall be elected by a unanimous decision of the Members of the General Committee present at the election. The annual membership fee level for Lifetime membership shall be determined annually by the General 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. A Lifetime Member may bequeath or gift their membership at the sole discretion and with the approval of the General Committee to a member of their immediate family (i.e. spouse, parent, child or sibling only). 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 General Committee and provide evidence of identity on their first visit, such as a valid passport or photocard driving licence. The approval of two Members of the General Committee will be necessary to elect a person to Membership at any time. No person shall be admitted to any of the privileges of membership until their membership has been approved by the General 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

Membership fees, the amount of which shall be notified to you as part of the application process, shall, where applicable, become due and payable upon approval of membership and annually thereafter. Renewal will be automatic for those Members paying their membership fees by direct debit, unless written notice is given by the Member to the Club no less than 30 days prior to the expiry of the Member's membership. In the event of a Member's non-payment of their membership fees, on the due date for such payment the Club reserves the right to suspend or terminate the Member's membership on written notice to the Member. The requirement to pay membership fees may be waived by the General Committee at its absolute and sole discretion. The Club reserves the right to increase membership fees at any time on written notice to all Members. Any increase in membership fees shall take effect as from the annual renewal of a Member's membership.

9. ADDRESS OF MEMBERS AND NOTICES

Each Member shall inform the Proprietor in writing of his residential address for the time being and of any changes as they occur. The Member may also wish to provide to the Proprietor their email address and to inform the Proprietor if this changes. Any notices required by these Rules to be given may be sent by pre-paid letter or email addressed to the Member at the last address which he has furnished to the Proprietor. It shall be deemed to have been delivered in due course of post or immediately if sent by email. Neither the Club nor the Proprietor shall be responsible for any non-receipt of notices by the Member as a result of a change of address or email address which has not been notified to the Proprietor.

RULES OF THE CLUB

PAGE 2 OF 3



10. RIGHTS AND LIABILITIES OF MEMBERS

Members and their Guests (as defined below) shall, subject to these Rules, be entitled to use and enjoy (in common with other Members) the Club premises and the things therein provided by the Proprietor for the use of Members during the hours which in the exercise of its discretion the General Committee shall determine to open the Club premises, but shall not by reason of patronage alone be under any financial liability.

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 staff to be under the age of 21, in that member of staff's sole opinion, MUST provide valid photo ID to the satisfaction of 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 staff may at their sole discretion 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 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 over the base rate of the Bank of England).

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. 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 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 BY THE CLUB

- The Club may in its absolute discretion 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 Clubs within the LCM group.
- Any Member whose membership has been cancelled or suspended shall forfeit any privileges and all rights against the Club, the Proprietor, CEUK, and its affiliates, subsidiaries and parent companies and may be refused entry to the Club and all other associated clubs.

- 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. Accordingly, the Club will ensure that any Member who in the opinion of the General Committee in its absolute and sole discretion, 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 so affected and any stakes or winnings hazarded shall be forfeit.
- 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.
- 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 as a result of bringing the Club, the Proprietor, LCI or CEUK into disrepute.
- Other than in accordance with paragraph 16 below the Member cannot cancel its membership of the Club until such time that his/her membership becomes eligible for renewal, at which time the Member may choose not to renew his/her membership.

16. SOCIAL RESPONSIBILITY & SELF EXCLUSION

- The Club is bound by the Social Responsibility requirements of the Gambling Act 2005 ("GA2005") and the Gambling Commission's Licence Conditions & Codes of Practice ("LCCP"). Accordingly the Club and the Proprietor adhere to CEUK's Responsible Gambling Policy.
- 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 self-exclusion policy "SENSE", to be implemented if a Member or Guest seeks exclusion from any of our properties or 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").
- Whilst the Club and CEUK will, in accordance with GA2005 and the LCCP, use their best endeavours to prevent the entry of self excluded individuals, it remains the responsibility of the individual not to enter or to attempt to enter or gamble in any property or facility operated by CEUK or other UK casino operator.
- Neither CEUK nor the Club will be liable for any losses suffered by any to have used any CEUK gambling facility or other UK casino contrary to the terms of their Self Exclusion agreement. Furthermore, in such circumstances neither CEUK nor the Club will return any stake monies and will refuse the payment of any winnings and may seek from the winnings reasonably identifiable by LCM or the Club.

17. CLUB PROPERTY

No property, newspaper, periodical or other thing belonging to the Club or CEUK shall be removed from the premises by any Member or Guest. Neither the Club, 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 on the premises whether or not entrusted to the care of the Club or any of its servants.

RULES OF THE CLUB

PAGE 3 OF 3



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 casino's insolvency.

19. BILLS

Members and Guests must pay their bills before they leave the Club 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 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 Proprietor shall in its absolute and sole discretion determine from time to time.

22. SALE & SUPPLY OF LIQUOR

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

23. GAMING

- (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) The Proprietor reserves the right in its absolute and sole discretion to hold in its possession any Member's or Guest's winnings from and stakes in any gambling in respect of which the Proprietor suspects that the Member or Guest 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 Member or Guest concerned has breached rule (b) above. If, at the conclusion of the investigation the Proprietor 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 in relation thereto 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 the Proprietor to retain the same and/or pass the same to any third party.
- (d) The Proprietor 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 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")

- (a) Members and Guests 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 Members and Guests with a recognised fraud prevention agency to ensure compliance with AML/CTF legislation. Details will be published in the Club.
- (c) The Proprietor may, as part of its regulatory obligations, 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 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.

25. PRIVACY POLICY

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

26. ANIMALS

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

27. MAIL

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

28. USE OF CLUB NAME

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

29. COMPLAINTS

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

30. REPRIMANDING STAFF

No servants of the Club shall be reprimanded by any Member or Guest; neither shall any Member or Guest harass, or use insulting behaviour towards, servants of the Club.

31. SEVERABILITY

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

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

33. OUR RIGHTS

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

34. GOVERNING LAW

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

35. CONTACT US

If you have any questions about these Rules or any other rules of the Club, please contact us by writing to the Membership Committee at 14 Old Park Lane, W1K 1ND, London, or calling reception on 02074918586 or by emailing info@playboyclublondon.com.

These rules become effective from 1st September 2016