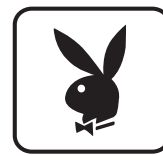


RULES OF THE CLUB

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PLAYBOY CLUB
LONDON

THESE ARE THE TERMS AND CONDITIONS ON WHICH THE PLAYBOY CLUB LONDON (INCLUDING GOLDEN NUGGET LTD TRADING AS CAESARS MAYFAIR LTD) OPERATES (THE "RULES"). PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY, IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT US ON THE DETAILS BELOW.

1. NAME, ADDRESS, PROPRIETOR AND CONSTITUTION

- 1.1 The name of the club is "Playboy Club London" (the "**Club**") and its address is 14 Old Park Lane, Mayfair, London W1K 1ND (the "**Club Premises**").
- 1.2 The Club is a proprietary club, the Proprietor of which 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 Caesars Entertainment UK Limited ("**CEUK**").
- 1.3 The Proprietor is licensed by the Gambling Commission with licence number 000-000689-N-103536-012.
- 1.4 The Proprietor will:
 - (a) provide the Club Premises;
 - (b) provide all reasonable necessities as may be required for carrying on a Club in accordance with its objects and these Rules; and
 - (c) be solely responsible for all expenses incurred under 1.4(b) above.

2. OBJECTIVES

- 2.1 The objects of the Club are:
 - (a) for the furtherance of non-political, social and recreational activities;
 - (b) to provide high-class amenities, food and other facilities; and
 - (c) for gambling and entertainment, in accordance with the laws for the time being applicable.

3. GENERAL COMMITTEE

- 3.1 The General Committee is chaired by the Club Director, or a member of the Club's senior management team in the event that the Club Director is unable to attend a General Committee Meeting.
- 3.2 The Club's general committee ("**General Committee**") shall exercise the powers given to it by the Rules and such other powers of management given to it by the Proprietor. Any reference to any action taken by the Club shall be deemed to be an action taken at the direction and discretion of the General Committee.
- 3.3 For the avoidance of doubt, the Proprietor may exercise the same powers as are given to the General Committee.
- 3.4 The General Committee shall meet as often as may be necessary to ensure the proper conduct of the affairs of the Club (in each event a "**General Committee Meeting**").
- 3.5 The General Committee shall consist of:
 - (a) The Club Director, or a member of the Club's senior management team in the Club Director's absence;
 - (b) Club Administrator/Secretary;
 - (c) The Head Receptionist; and
 - (d) The Marketing Manager.each an "**Officer**".
- 3.6 The Proprietor shall have sole responsibility for the appointment and dismissal of the Officers.

4. MEMBERSHIP

- 4.1 Individuals who wish to apply for membership of the Club shall complete the Membership Application Form and provide contact details and evidence of identity. On the completion of a Membership Application Form an Officer may grant an applicant temporary membership pending the final decision of the General Committee. The General Committee shall review all applications and shall have the sole discretion as to whether

to accept an application or not. If the General Committee approves the application the individual shall, subject to due payment of fees, unless waived by the General Committee, and compliance with these Rules, become a member of the Club (a "**Member**").

- 4.2 No individual under 18 years of age shall be eligible to become a Member.
- 4.3 Lifetime legacy membership shall no longer be available and shall expire upon closure of the Club. Lifetime legacy members shall, until such time, be entitled to receive the benefits of being a Member.
- 4.4 Every Member shall promptly inform the General Committee of any change of address or of their bank details, directly in writing by email. The responsibility to provide accurate information is a continuing obligation throughout the term of membership.

5. MEMBERSHIP FEES

- 5.1 The membership fee for Members shall be such sums as the General Committee shall from time to time determine ("**Membership Fees**"). It shall be entirely within the Proprietor's discretion to raise, lower or waive such Membership Fees.
- 5.2 The membership year runs from 1 February until 31 January ("**Membership Year**"). If you pay by Direct Debit you hereby expressly authorise the Club to deduct renewal Membership Fees up to 30 days prior to or on your Renewal Date.
- 5.3 Failure to pay any Membership Fees within 5 days after being notified (either by post, electronic mail, or upon a Member's next visit to the Club) of the overdue payment may result in being denied entrance to the Club and possible termination of membership.

6. GUESTS AND CHALLENGE 21 POLICY

- 6.1 Members may invite up to 3 guests (of no less than 18 years of age) to the Club on any given day to enjoy the benefits of the Club including any gaming on offer. Additional guests may be granted by the management if notified in advance.
- 6.2 Members are responsible for their guests while within the Club, including for their behaviour, conduct and any charges they incur while at the Club. All guests must comply with these Rules.
- 6.3 The admittance of guests and any non-Members is at the sole discretion of an Officer of the Club.
- 6.4 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.

7. BYE-LAWS

- 7.1 The Proprietor 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.

8. BILLS AND RECOVERY OF DEBTS

- 8.1 The Proprietor and its 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) or outstanding debts owed by the Member or guest ("**Debts**") to: (1) the Club; (2) the Proprietor; (3) CEUK; or (4) any subsidiary or holding company of Proprietor and each and any subsidiary of a holding company of the Proprietor (together the "**Club Group**").
- 8.2 Members, guests and any other individual gambling at the Club authorise the Proprietor, in its absolute discretion, to apply any and all chips they may redeem to reduce any Debts.

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- 8.3 For the avoidance of doubt, Debts will also include any costs incurred in any attempt to recover Debts.
- 8.4 The Proprietor will be 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 over the base rate of the Bank of England.
- 8.5 Members and guests must pay all bills before leaving the Club unless they have approval by Club management not to do so.
- 8.6 Any non-payment shall be a breach of these Rules and shall result in the suspension and/or termination of the Member's membership.

9. TERMS ON WHICH GAMBLING IS OFFERED

- 9.1 A copy of the contractual terms on which gambling is offered (comprising these Rules, any bye-laws implemented by the Proprietor and any rules which apply to each game offered by the Club) will be made available to Members and guests upon request.
- 9.2 The Rules of the Club may be altered, revoked or supplemented at any time by the Proprietor and any change, variation or revocation shall be deemed to have been brought to the notice of the Members and take immediate effect by posting details of such change at the Reception Desk and/or including details on the Club website.

10. SUSPENSION/CANCELLATION OF MEMBERSHIP

- 10.1 The Proprietor or the Club may, at any time, without notice and for any reason terminate or suspend any Member's membership of the Club.
- 10.2 If a Member's membership to the Club is suspended or terminated in accordance with Rule 10.1 the Proprietor reserves the right to refuse the Member's access to any Club Group premises and to withhold from said Member the payment of stakes and/or winnings at the Club or any Club Group premises.
- 10.3 If a Member is suspended from a Club Group premises the Club and Proprietor reserves the right to refuse the Member's access to the Club and to withhold from said Member the payment of stakes and/or winnings at the Club or any Club Group premises.
- 10.4 If a Member's membership is suspended in accordance with Rule 10.1, any reinstatement of their membership shall be at the sole discretion of (1) an Officer; (2) a personal management licence holder employed by the Club; or (3) a CEUK management staff member. For the avoidance of doubt, no such reinstatement shall be effective unless given by an Officer or a CEUK management staff member.
- 10.5 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, is or has been in breach of the rules of a game in the Club will not be permitted to benefit from this breach. Breach of this Rule will invalidate any gaming affected and any stakes or winnings hazarded shall be forfeited.
- 10.6 The Club may disclose information relating to Members whose membership has been terminated or suspended to regulatory and enforcement authorities and to other casino operating companies outside the Club Group for the prevention and detection of crime, insofar as this is not inconsistent with the Club's obligations under data protection legislation.
- 10.7 No refunds will be made in respect of Membership Fees in the event of termination or suspension of Membership.
- 10.8 Other than in accordance with Rule 11 below, a Member whose Membership Fees have not been waived in accordance with Rule 4.1 cannot cancel their membership of the Club until one full calendar month before the end of the applicable Membership Year.

11. SOCIAL RESPONSIBILITY AND SELF EXCLUSION

- 11.1 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 Safer Gambling Policy & Procedures.
- 11.2 Whilst every Member and guest is responsible for their own actions, the Club, as part of the Club 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 may be at risk of gambling harm. As part of that code, the Club and CEUK participate in a voluntary self-exclusion scheme "SENSE". This scheme may be implemented if a Member or guest seeks self-exclusion from any Club Group properties 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. The Club and the Club Group reserves the right to share such information with its parent company, Caesars Entertainment INC ("CEUS").
- 11.3 The terms and conditions relating to SENSE are available in the Club and on request.

12. CLUB PROPERTY

- 12.1 No property belonging to the Club or the Proprietor shall be removed from the premises by any Member or guest. Neither the Club, the Proprietor nor any member of the Club Group, 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 employees.

13. PROTECTION OF MEMBER FUNDS

- 13.1 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.

14. OPENING HOURS

- 14.1 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.

15. SALE AND SUPPLY OF LIQUOR

- 15.1 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.
- 15.2 The Club and Proprietor reserve the right to cease serving alcohol to any Member or guest without giving a reason.

16. GAMING

- 16.1 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.
- 16.2 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, or to gain an unfair advantage in, or to influence, any gambling in the Club may be used by any Member, guest or other individual gambling in the Club, whether on or off the premises.
- 16.3 The Club reserves the right to hold in its possession any Member's or guest's winnings from and stakes in any gambling if they suspect the Member or Guest has breached Rule 16.2. 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



16.2. If, after, the investigation Club management concludes that the Member or guest has breached Rule 16.2, 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 the Club to retain the same and/or pass the same to any third party.

16.4 The Club 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 16.2 and of any action taken under Rule 16.3, where it considers it appropriate to do so.

Gaming chips issued by the Club remain the property of the Club and must be returned or redeemed (as appropriate) on demand.

17. ANTI-MONEY LAUNDERING AND COUNTER TERRORIST FINANCING ("AML/CTF")

17.1 Members and guests will be required to produce appropriate ID documentation, to ensure compliance with AML/CTF legislation and regulation.

17.2 The Club and the Proprietor reserve the right, as part of their due diligence procedures, to conduct checks and raise queries with Members and guests to comply with their AML/CTF policies and to comply with AML/CTF laws.

17.3 The Club and Proprietor 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 under Rule 17.2; and / or (ii) the Club have completed any other processes that may be required under AML/CTF legislation. The Club management will notify the Member or guest of any checks carried out under Rule 17.2 as soon as practicable unless the law prevents the Club from doing so or if it would undermine security measures. Suspensions will be removed as soon as practicable if the reason for suspending no longer applies.

18. PRIVACY POLICY

18.1 CEUK operates a Privacy Policy to which the Club adheres. This policy describes how any personal information that the Club, the Club Group and CEUK (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.

19. ANIMALS

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

20. MAIL

20.1 No Member or guest of the Club shall give the Club as their address for any purpose.

21. USE OF CLUB NAME

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

22. COMPLAINTS

22.1 The Club and CEUK are bound by the Complaints and Disputes requirements of the GA2005 and the LCCP. Accordingly, the Club operates under CEUK's Complaints & Disputes Policy & Procedures. A copy of the complaints and dispute procedure is available on the website <https://www.caesars.co.uk/contact-us/complaints-new>, on request or upon making a complaint or raising a dispute. All Members and guests are deemed to accept the terms of CEUK's Complaints and Disputes Policy & Procedures.

22.2 No employees of the Club or Club Group shall be reprimanded by any Member or guest; neither shall any Member or guest harass, nor use insulting behaviour towards employees of the Club or the Club Group. Any breach of this Rule by a Member may result in immediate termination of a Member's membership of the Club and access to any Club Group premises. Any breach of this Rule by any guest or other individual gambling at the Club or any other Club Group premises may result in immediate barring from the Club and/or any other Club Group premises. A breach of this Rule will entitle the Club or any member of the Club Group to withhold from any individual the payment of stakes and/or winnings.

23. SEVERABILITY

23.1 If at any time any provision of these Rules is adjudged 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.

24. OUR RIGHTS

24.1 No failure or delay by the Club or 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.

25. GOVERNING LAW

25.1 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.

26. CONTACT US

26.1 If you have any questions please contact us by writing to The Club Director, The Playboy Club, 14 Old Park Lane, London, W1K 1ND or by calling Playboy Reception on 0207 491 8586 or emailing info@playboyclublondon.com.