

# LV CASINO

## LV Investments AG

### TERMS AND CONDITIONS CONCERNING THE USE OF THE MOBILE APPLICATION

*(consolidated text)*

*Eschen, on ..... 2024*

#### 1. GENERAL

#### PROVISIONS

1.1. The following Terms and Conditions set out the rules governing the use of the free LV CASINO mobile application designed to promote events and special offers organised by the casino located at Essanepark, Wirtschaftspark 2 in LI-9492 Eschen and operating under the name LV Casino.

1.2. The main purpose of the Application is to provide LV Casino customers with information about upcoming events, current promotions and discounts available to mobile application holders.

1.3. The Operator and owner of the Application is LV Investments AG with its registered office at Essanepark, Wirtschaftspark 2 in LI-9492 Eschen, Liechtenstein, registered under number FL-0002.626.827-5 .

1.4. The Supervisory Authority of the Operator is AVW.

1.5. By using the Application, the User confirms that he/she has familiarised himself/herself with the Terms & Conditions and accepts the contents thereof.

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#### 2. DEFINITIONS

2.1. **Application** - a mobile platform that allows reviewing events, promotions and special offers related to the activities of LV Casino at Eschen

2.2. **User / You** - an individual of legal age who has downloaded the Application to his/her device and uses it in accordance with the Terms and Conditions.

- 2.3. **Members Club participant** - a User using the Application who has additionally registered for LV Members Club.
- 2.4. **Operator / LV Casino** - LV Investments AG with its registered office at Essanepark, Wirtschaftspark 2 in LI-9492 Eschen, Liechtenstein, which owns and manages the Application.
- 2.5. **Members Club Account / Account** - the individual profile of the User in the Application, allowing access to additional functions such as inbox, booking places for events, receiving personalised offers and notifications or receiving rewards.
- 2.6. **Protected Materials** - all content, including the casino logo, trade name, graphic elements, texts, images, videos and other materials available on the Application, which are protected by copyright and industrial property rights.
- 2.7. **LV Casino** - casino located at Essanepark, Wirtschaftspark 2 in LI-9492 Eschen
- 2.8. **Terms & Conditions / T&C** - this document, which sets out the terms of use of the Application.
- 2.9. **Push notifications** – short messages sent to the User's mobile device informing about new events, promotions, changes or other important information related to LV Casino activities
- 2.10. **Complaint** – a complaint submitted by the User concerning the operation of the Application or services provided through it.
- 2.11. **GDPR** – Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons in relation to the processing of personal data.

### 3. TECHNICAL REQUIREMENTS FOR THE APPLICATION

- 3.1. To use the Application, the User is required to have a mobile device with the operating system:
- Android version at least iOS 17
  - iOS version of at least Android 13
- 3.2 The Application requires an active connection to the Internet in order to download current information on events and offers.
- 3.3 In order to fully use the functionality of the Application, it is necessary to enable access to push notifications.
- 3.4 The Operator does not guarantee the correct functionality of the Application on devices which do not meet the minimum technical requirements mentioned above.
- 3.5. You may need to update the software in order for the Application to function correctly. The Operator does not guarantee the correct operation of the Application without a software update.
- 3.6 Unless expressly stated otherwise, all new features in the App and the new Services are subject to these Terms.
- 3.7. The Application uses an internet connection, which may incur costs for connection to the internet (data transmission fee).

### 4. GENERAL RULES OF USE

- 4.1. The Application is intended only for persons who are at least 18 years of age, who are not subject to the casino's prohibition of entry, prohibition of gambling and who accept the LV Casino Application Terms and Conditions and its Privacy Policy.
- 4.2 The use of the Application is free of charge, but certain features available on the Application may require you to register an Account with the Members Club.
- 4.4 Use of the Application requires compliance with the laws applicable in your jurisdiction, in particular the gambling laws, as well as the rules applied by LV Casino.
- 4.5 The User agrees to use the Application only for personal purposes and in accordance with its intended use.

4.6 The Operator shall not be liable for the consequences of incorrect use of the Application, including misinterpretations of offers or events.

## 5. APPLICATION FUNCTIONALITY

5.1. The User has the possibility to :

- Review promotional offers and events held at LV Casino, available to both Users and Members Club participants;
- Receive push notifications regarding new events, special offers and reminders;
- Receive information about the Royal Dinner organised in cooperation with Casino Royal Restaurant;
- Receive information regarding current Jackpots;
- Register in Members Club.

5.2. On the main page of the LV Casino Application, in the top right corner, the Operator provides the User with the Settings, where the most relevant functions of the Application are listed:

- Information: In this section You will find legal information about the Operator, i.e. LV Investments AG, together with contact details and information about how to find LV Casino;
- Current Terms and Conditions for the use of the LV Casino App;
- Support: This section provides answers to the most frequently asked questions by Users such as *How to log in to the App?*, *How to retrieve a PIN code?*, *Lost your phone?*; This will allow You to receive support from the LV Casino team very quickly. In case You do not find the right answer to your question and still need support from us, a contact form will also be provided.
- Privacy Policy;
- Push Notifications: In this section You may decide which notifications You wish to receive from LV Casino. All notifications are categorised, and You may turn on or off at any time which types of notifications You wish to receive.
- Language: In this section, You may select the language of the application. German, English and Polish are available.

## 6. REGISTRATION AND MEMBER CLUB ACCOUNT

6.1. In order to use the full functionality of the Application and thus unlock promotions not available to Users of the Application, it is necessary for the User to register with LV Members Club

6.2. Registration in the Members Club is voluntary and free of charge, but is necessary to use the full functionality of the Application.

6.3 The Members Club registration process requires verification of User's identity at the Casino reception and the providing of the following data:

- First and last name,
- Email address,
- Date of birth (to verify age of majority),
- Telephone number.

6.4 The User undertakes to provide true, current and complete data during registration.

6.5 Upon completion of registration, the User will receive an SMS message with a link to the Apple or Google shop where he/she can download the Applications. The User will also receive detailed login instructions.

6.6 Logging in to Members Club takes place in the Application by entering the User's telephone number. A five-digit PIN code is subsequently sent to the aforementioned telephone number, which enables the User to log in to Members Club.

6.7 The User Account allows:  
- Reservation of seats for events organised by LV Casino  
- Receive personalised offers and notifications in Inbox,  
- View the history of activity on the Application.

6.8 The User is responsible for protecting his/her login details and not making them available to third parties.

6.9 If the User loses access to the Account (e.g. forgets the password), the User may use the password recovery function available in the Application.

6.10. Employees of LV Casino and persons indicated in the Gambling Act who are subject to organising or prohibiting gaming in the Casino may not be Members Club participants.

6.11. The Operator reserves the right to refuse to register or to delete an Account in the event of a breach of the Terms and Conditions or the providing of incorrect data.

## **7. CANCELLATION OF ACCOUNT**

7.1. Member Club participants have the right to delete their Account at any time. Deletion of the Account means the permanent removal of personal data and account-related information from the Application systems.

7.2 Procedure for deleting an Account: In order to delete the Account in Members Club, it is necessary to send an email to the Operator at the email address: lvclub@lvcasino.li with a request to close the Account.

7.3 Upon successful deletion of the Account:  
- All the User's personal data will be deleted from the application systems, unless there is a legal obligation to retain it or it is necessary to resolve open disputes, enforce the rules and regulations or prevent abuse.  
- Access to the Members Club and the functions associated with the Account will be blocked immediately.

7.4 The deletion of the Application by itself does not mean that the Account is deleted.

7.5 If the User's Account has been inactive for 2 years, the Operator is entitled to close the Account. The Member Club participant will be notified in advance in the Application that his/her Account will be closed, together with the reasons for the closure.

## **8. PUSH NOTIFICATIONS**

8.1. Users may, by using the Application, agree to receive push notifications on their mobile device.

8.2 Push Notifications will include information regarding

- Upcoming LV Casino events;
- Promotions and special offers;
- Changes to the Application or its functionality.

8.3 The User may at any time manage his/her push notification settings, including turning off the delivery of push notifications, in the Application settings or in the operating system of his/her mobile device.

8.4 The Operator undertakes to send notifications in a moderate and lawful manner, avoiding overloading the User with advertising messages.

8.5 If push notifications are deactivated, the User will still be able to use the full functionality of the Application, with the exception of receiving immediate notifications of new events or promotions.

## **9. ADVERTISING AND PROMOTIONS**

9.1 The App promotes events and offers available exclusively at LV Casino.

9.2 All promotions are subject to separate terms and conditions available on the casino

website (website address: [www.lvcasino.li](http://www.lvcasino.li) ) or at the reception.  
9.3 The Operator reserves the right to change the content of offers and events promoted in the Application.

## **10. DATA**

## **PROTECTIONS**

10.1. Users' personal data is only collected during the Members Club registration process and will be processed by LV Casino in accordance with the applicable statutory provisions on the protection of personal data for the purposes of using all functions contained in the LV Casino application and participating in Members Club.

10.2 By registering for Members Club through the LV Casino application, the User consents that his personal data will be processed by LV Casino, i.e. the personal data controller, for the purposes of Members Club participation, Account management, personalisation of offers and use of promotions available to Members Club participants. The processing includes, in particular, the establishment of the Participant's entitlement to promotions, the handling of any complaints, claims and the fulfilment of the necessary legal obligations of the Application owner in connection with the use of the LV Casino application.

10.3 The processing of submitted personal data is based on the voluntary consent of the user of the LV Casino Application who is a Members Club participant, but the lack of consent means that the participant will not be able to use the part of the LV Casino Application accessible only to registered Members Club participants.

10.4 Each Member Club participant has the right to:

- a) access the personal data he/she has provided;
  - b) request the rectification, erasure or restriction of the processing of the personal data provided
  - c) to object to the processing of his/her personal data;
  - d) request a transfer of his/her personal data
  - e) to withdraw his/her consent to the processing of his/her personal data at any time, without affecting the lawfulness of the processing; with the proviso that the withdrawal of consent to the processing of data may result in the restriction of the functionality of the Account or the absence of push notifications.
  - f) to report to the supervisory authority responsible for data protection when the Participant considers that his/her personal data is being processed in violation of the law.
- 10.4 The Operator shall provide appropriate technical and organisational measures to protect the Users' data. For details of the manner and scope of data processing, please refer to the Application's Privacy Policy.

## **11. PROVISIONS**

## **FOR**

## **RESPONSIBLE**

## **GAMING**

11.1 The Application promotes events held in LV Casino where responsible gaming rules apply.

11.2 The Operator reminds Users that gambling can lead to addiction. Users are advised to exercise moderation and to seek counselling if they have problems with control of their gaming.

11.3 Information regarding responsible gaming is available on the LV Casino's website, as well as at the Reception Desk.

## **12. OPERATOR'S**

## **RIGHTS**

## **AND**

## **OBLIGATIONS**

12.1 The Operator undertakes to supervise the technical functioning of the Application.

12.2 The Operator does not guarantee uninterrupted access to the Application and does not guarantee that all functions of the Application are available at all times and that these functions operate without errors.

12.3 The Operator does not guarantee the uninterrupted operation of the Application and

shall not be liable for any damage resulting from:

- Technical problems beyond the Operator's control,
- Malfunction of User's device,
- Use of the Application in a manner contrary to these Terms.

12.4 The Operator shall also not be liable for any damage or lost profits incurred by the User in connection with:

- operation of the Application, in particular the disruption of the availability of all functions of the Application or their malfunction,
- the infringement of third party rights by the User/Members Club member,
- the use of interfaces and telecommunications lines which are not owned or operated by the Operator,
- services, applications and websites that are not owned or operated by the Operator.

12.5 The Operator shall have the right to block a Members Club account if the Operator reasonably suspects that a Members Club participant is using the Application contrary to the rules set out in these Terms and Conditions.

12.6 The Operator shall have the right to temporarily suspend the operation of the Application in order to carry out technical consequences of the Application, to make changes to the operation of the Application or to prevent possible damage.

### **13. UPDATES AND DEVELOPMENT OF THE APPLICATION**

13.1 The Operator reserves the right to make updates in order to improve the App's operation, security or functionality.

13.2 In order to continue using the Application, the User will be required to install any available updates.

13.3 The Operator reserves the right to make changes to the interface of the Application or its structure, of which it will inform the Users by system or push notifications.

### **14. COMPLAINTS AND CONTACT**

14.1 Complaints relating to the operation of the Application, including those relating to push notifications, may be made by e-mail to: [lvclub@lvcasino.li](mailto:lvclub@lvcasino.li)

14.2 Complaints will be processed within 14 working days of receipt.

### **15. COPYRIGHT AND LOGO PROTECTION**

15.1 The casino logo, the name LV Casino, and any other trademarks that appear on the Application (Protected Materials) are the property of the Operator or its affiliates and are protected in accordance with the applicable laws, including copyright and industrial property rights.

15.2 All contents contained in the Application, such as event descriptions, graphics, advertising material and layout, are protected by law and may not be copied or used without the consent of the Operator.

15.3 Infringement of the Protected Materials may result in legal liability, including claims for damages.

### **16. FINAL PROVISIONS**

16.1 The Operator reserves the right to amend these Terms and Conditions at any time. Changes will be announced in advance.

16.2 Each provision of these Terms and Conditions shall operate separately. If any provision of these Terms and Conditions is found by a court to be invalid, the remaining provisions shall remain in force.

16.3 Any disputes arising from these Terms and Conditions or the Privacy Policy shall be resolved amicably. In the event that it is not possible to reach an agreement between the

Operator and the User of the Application (as well as the Member Club participant) by means of amicable dispute resolution, the matter shall be settled by the common court having jurisdiction over the registered office of the Operator.

16.4 For any matters not regulated by these Terms and Conditions, the laws of Liechtenstein shall apply.

16.5 These Regulations shall be effective as of [date].