

Pursuant to the provisions of the Gaming Act (Official Gazette No 87/09, 35/13, 158/13, 41/14, 143/14) and the Casino Interactive Online Gaming Ordinance (Official Gazette No 78/10), ADRIA CASINO d.o.o., Zagreb, VAT No.: 90180501899, represented by Dražen Jablan, issued on 5 October 2020 in Zagreb these

## **GENERAL RULES OF PARTICIPATING IN INTERACTIVE ONLINE GAMES OF CHANCE GENERAL PROVISIONS**

### **Article 1**

These General Rules of Participating in Interactive Online Games of Chance (hereinafter referred to as the Rules) define and regulate the contractual relationship between Adria Casino d.o.o. as the organizer of games of chance (hereinafter referred to as the Organizer) and natural persons registered in the Organizer's online system as participants in interactive online games of chance (hereinafter referred to as the Players).

### **Article 2**

As the organizer of interactive online games of chance, Adria Casino d.o.o. uses the homepage of its website ([www.senator.hr](http://www.senator.hr)) to present all information required to be provided under the applicable regulations such as the company name and registered office, list of games and game rules, prohibition of participation for persons under the age of 18, the ref. and class of the authorization to organize interactive online games of chance received from the Ministry of Finance, information about responsible playing, protection of customers' personal data, etc.

### **Article 3**

The contractual relationship between the Organizer and the Player starts as of the time the Player is successfully registered, provided that, during the registration process, the Player accepts these Rules by clicking "I Agree" as appropriate.

By accepting these Rules, the Player confirms that he has read and understood them and that he accepts them in their entirety.

## **DEFINITIONS**

### **Article 4**

These Rules use the terms appearing and defined in Article 2 of the Casino Interactive Online Gaming Ordinance:

1. "Interactive online organization of casino games of chance" means the organization of games where players use or may use for performing the required actions means of electronic communication (the internet). A player

- may play a game alone, by interacting with the system, with no direct representative of the organizer being present;
2. "Online games" are games played by players by interacting with the system, which is a simulation of games played by players against the casino or against each other on gaming tables with balls, cards or dice, in accordance with the applicable international rules thereof;
  3. "Online gaming system" is a system used to organize games via interactive sales channels, including operating systems and applications, all software, databases or other contents downloaded, accessed or used by the player on the website;
  4. "Player registration" means the receipt and storage of data about the player pursuant to the contract entered into at the casino or via the organizer's website;
  5. "Player identification" is a process to verify the authenticity of the player's particulars and to establish that the player is an adult natural person, by verifying such information using Tax Administration's electronic services or the relevant electronic payment system, and by verifying the identity of the debit or credit card holder;
  6. "Electronic payment receipt" is an electronic record of a payment made for a game, identified by player's identifier appearing in the player's account maintained within the organizer's central system. Such electronic receipt may be printed using the user interface;
  7. "Virtual player account (i-Account)" is an account made available by the organizer, where the player deposits his funds to pay for participating in interactive online casino games of chance;
  8. "Casino room" is a room where live gaming takes place in real time, in which the player participates via interactive online channels;
  9. "Activation voucher" is a certificate purchased from the Organizer, indicating the amount of the funds to be remitted to the player's virtual account after he enters the activation code on the organizer's website;
  10. "Card data" is an integral set of data appearing on the payment card, required to conduct a payment card transaction; and
  11. "Outlet" is a Senator casino or gaming club, a physical location where Adria Casino d.o.o. organizes games of chance.

## **PLAYER REGISTRATION AND IDENTIFICATION**

### **Article 5**

Persons under the age of 18 are prohibited from participating in games of chance organized by Adria Casino d.o.o..

## **Article 6**

Players are registered via the Organizer's website and this process includes the receipt and storage of Player's data in the Organizer's system. To be valid and successfully completed, all required fields must be completed correctly. For the purposes of registration and participating in games of chance, the Player must provide the following particulars: e-mail, username, password, name and surname, address, PIN, date of birth, bank account number and telephone number, type of identity document, document issuer's country, document number, document issuer, residence and nationality. The bank account number provided by the Player shall only be used to make payments from the Player's online account and the Organizer is not allowed to dispose of funds in such account. As of the time of registration and entering his bank account number, the Player guarantees that the IBAN inserted is owned by him and registered in his name.

In case the Player forgets his password, he may seek Organizer's assistance by sending his request to [podrska@senator.hr](mailto:podrska@senator.hr).

The Player must promptly notify the Organizer of any changes to his particulars specified in this Article.

According to its obligations under the Anti-Money Laundering and Terrorist Financing Act, the Organizer is required to collect further personal data specified in the published Privacy Policy, which also defines their treatment. The information referred to in this Article of these Rules is considered to be confidential information and the Organizer shall not make it available or provide it to any unauthorized persons, unless otherwise defined by the applicable law.

## **Article 7**

During the registration process, the Organizer identifies the Player using Tax Administration's electronic services, including the process of verifying the Player's information and establishing that he has reached the age of majority. Such age and Player's particulars may also be verified using the relevant electronic payment system by identifying the debit or credit card holder. The Player may also be identified on the basis of data appearing in a valid identity document provided by the Player (identity card or passport).

The registration process may not be resumed before the Organizer has successfully completed the Player data verification process and has established that he has reached the age of majority.

As of the time the registration process is successfully completed, the Player is considered to have accepted these Rules.

After successful registration, the Organizer shall assign the Player a unique player identifier within the gaming system.

#### ONLINE ACCOUNT (I-ACCOUNT) MANAGEMENT

##### **Article 8**

The Player may only open and manage one virtual account (i-Account) which he accesses by entering his username and password. If the Player attempts to open several online accounts, all accounts he attempts to open may be blocked or closed and all online games may be invalidated. The Organizer shall not be held responsible for preventing the registration of several accounts, but reserves the right to take action in connection with Players who open several accounts, including their blocking or closing. The Player shall safeguard such data with particular care and shall be held fully liable for any pecuniary or non-pecuniary damage incurred as a result of negligent keeping or any other form of negligence which allowed an unauthorized person(s) to obtain his username, password or any other personal data, such abuse resulting in pecuniary or non-pecuniary damage to the Player. The Organizer shall not be liable to the Player for any pecuniary or non-pecuniary damage resulting from the abuse, unauthorized use or any use in violation of these Rules by an unauthorized person or any other third party.

##### **Article 9**

The Player may deposit funds for playing at the Organizer's online casino using any of the following options: standard bank payment order (general or online payment order), debit or credit card, activation voucher or any other electronic payment option, or personally at any Organizer's outlet. Once completed, a transaction cannot be canceled.

In case the Player is paying such deposit using a payment card, the Organizer shall conduct the card authorization process in compliance with the applicable regulations of the Republic of Croatia, requiring the application of and compliance with appropriate security standards and protocols in communication with the bank. In this process, the Organizer only records performed and unperformed transactions, including the card type and amount paid. The Organizer does not apply any fee to Player's payment. In case the payment is made using any other electronic payment system, the Organizer reserves the right to charge a transaction processing fee.

After making the relevant payment, the Player is free to dispose of the funds after the Organizer records them in the Player's virtual account (i-Account). The Player is allowed to view all financial transactions performed, his payments to and from the virtual account (i-Account), including the time of completion and any limitations, and to create payment/withdrawal orders. The Player is allowed to print an electronic receipt for the payment for a particular game within the Organizer's system, which also includes its identifier appearing in the Player's account within the Organizer's central system.

The funds deposited by the Player in his online account may only be used to participate in online playing on the Organizer's website and the Organizer may for such purpose make the payment from the Player's account conditional upon the satisfaction of specific requirements defined by the Organizer and deny its authorization thereof until such requirements are satisfied, for the purpose of ensuring that the payment was made exclusively for the purpose of participating in casino games.

Player's funds are held in a separate account, opened exclusively for the purposes of online gaming, separately from Organizer's other funds, and shall not be used for any other purposes.

#### **Article 10**

Such payment for participation in a game and playing games available at the online casino shall be made on the Organizer's website where the Player interacts with the Organizer's gaming system. The Player may not participate in any online casino games offered unless the funds in his virtual account (i Account) exceed the minimum payment required for the game he wishes to play.

Each payment for a game is recorded as a financial transaction which reduces the balance in the Player's virtual account by each amount paid for the game. The Player confirms his participation in a game through multiple payment authentications. Once completed, a game payment transaction may not be canceled.

The Player may hold in his virtual account funds recorded by the Organizer's system after he deposits them, any bonuses granted to him by the Organizer's system subject to specific requirements or earned by him by satisfying specific requirements defined by the Organizer, and prizes won by playing. In such situation, the Organizer's systems first use the bonuses, then the funds paid, and then the prizes.

Each prize earned by the Player shall be recorded as a financial transaction whereby the amount of each prize earned in a game is paid in favor of the Player's account.

#### **Article 11**

The Organizer's system shall automatically allocate any prize earned by the Player in online games to the Player's online account (i-Account). The Player may only transfer funds available for withdrawal from his virtual account (i-Account). Any funds remaining in the Player's virtual account (i-Account) may become funds available for withdrawal subject to specific requirements defined by the Organizer.

Such payment from Player's account shall be made at Player's request which he creates in his profile and the relevant amount may be paid to Player's bank account (checking account), disbursed at the casino cash desk, or paid using the electronic payment system.

The minimum amount that may be deposited in the Player's bank account is EUR 10.00. The Organizer reserves the right to delay or cancel a financial transaction whereby a prize is paid to the Player's online account (i-Account) if it is found by additional verification of compliance that the prize was won by mistake or as a result of a technical error for which the Organizer is not responsible and the incorrectly remitted funds shall in such case be refunded. The Organizer shall not be liable for any damage or expenses incurred by the Player as a result of an error on the part of his internet service provider or telecom operator. The Organizer shall also not be liable for any damage that may result from the use of computing equipment personally selected and used by the Player, his selected telecom service or the service to access the relevant interactive online channels he uses.

The Player shall at Organizer's request present additional documents to demonstrate the authenticity of his information and, in particular, his right and authority to use the bank account for receiving payments.

In case the Player has been inactive for more than one year and no deposit transaction in his virtual account is recorded, the Organizer shall refund the money to the Player's bank account.

## **REQUIREMENTS FOR PARTICIPATION AND RULES OF PLAYING ON THE ORGANIZER'S WEBSITE**

### **Article 12**

Only persons above the age of 18 are allowed to participate in games simulating slot games or table games in the Organizer's online casino.

All Organizer's online interactive casino slot games and table games have been certified by a laboratory licensed by the Ministry of Finance of the Republic of Croatia. These Rules are available to the Player on the homepage of Organizer's online casino, generally define all requirements for online participating in and playing slot machines and tables, and were prepared in compliance with all laws and regulations concerning this industry.

The graphic presentation of the slot machines and tables include the rules and instructions for playing which describe how each slot machine game is played, explain the role and meaning of each symbol in the game, and provide other information to be used by the Player to better understand and participate in a game. A prize scheme is available to Players at each slot machine and table. The slot machine offers Players different options of real playing for money and trial games used by Players to become better acquainted with and to demonstrate the game. The Player does not win the prizes earned in a trial game and they are not credited to his virtual account (i-Account). When selecting a real option of

playing for money, the Player may freely choose a stake for participating in the game, ranging from the minimum to the maximum stake (price) offered for participation in a specific game in accordance with the defined denomination for each game. The Organizer reserves the right to define the minimum and maximum stakes (prices) offered for each game. The Player shall be deemed to have won a prize if he chooses a combination among those appearing in the prize scheme as winning combinations, which is available to the Player at the slot machine or table. The result of a slot or table game is graphically displayed on the slot machine as a winning combination of symbols in accordance with the prize scheme. The prize won is automatically credited to the Player's virtual account (i-Account).

## **VIRTUAL ACCOUNT (i-Account) CLOSING**

### **Article 13**

The Player may at any time, without giving his reasons, submit a written request for the closure of his online account to the Organizer's address or by e-mail to [podrska@senator.hr](mailto:podrska@senator.hr).

The Organizer shall act on such Player's request as soon as it receives it. Pursuant to the applicable legislation, the Player must confirm his request within the next three weeks. The online casino website allows the Player to individually edit the settings and determine the maximum amount he is allowed to pay within a specific period of time (stake limit) or determine the maximum amount of loss he is allowed to suffer over a specific period of time, and to limit the deposit amount.

After closing his online account, the Player may request from the Organizer in writing or by e-mail to reopen it.

The Organizer reserves the right to take action, including blocking or closing the Player's online account, to prevent any attempt of opening multiple online accounts.

## **PLAYER'S VIRTUAL ACCOUNT INACTIVITY**

### **Article 14**

The Organizer is required to transfer the money from the player's virtual account to the player's transaction account if it becomes inactive, which occurs when no payment transaction has been recorded from the player's virtual account for more than a year.

If the proceeds from this item are less than or equal to one euro, they will be automatically withdrawn from the player's transaction account because processing the return would cost more than the proceeds themselves.

## **TECHNICAL DEFECTS AND LIABILITY**

## **Article 15**

In case the gaming system or the electronic support system becomes defective, all pending payments and deposits shall be canceled. The Organizer reserves the right to withhold payments of all prizes if they were won as a result of a technical error, subject to refunding the stake to the Player. The Organizer shall not be liable for any damage incurred or caused as a result of a defect for which it is not responsible or which is beyond its control, such as defects in communication, systems or equipment, or any damage resulting from force majeure. The Player shall be exclusively liable for any errors, damage or losses resulting from or caused by the use of computing equipment or telecom services selected by him and for any damage resulting from his own choice of the service used to access online interactive gaming channels

## **RESPONSIBLE ORGANIZING**

### **Article 16**

The Organizer shall implement measures to protect Players against excessive participation in games of chance in accordance with the applicable legislation and its own principles of responsible organizing.

The Player may use his setting to exclude himself for 24 hours or up to 365 days. If the Player wishes to exclude himself for a longer period, he must submit to the Organizer a written self-exclusion request available on the Organizer's website. The self-exclusion is initiated by the player individually on his user profile and is effective right away for up to 365 days.

The organizer will exclude a Player who confirms his request for self-exclusion within the three-day window if it is for a term greater than 365 days. The Player may also ask the Organizer to revoke the aforementioned via chat, written communication, or email.

## **BONUSES AND PROMOTIONS**

### **Article 17**

For game promotion purposes, the Organizer reserves the right to grant different types of bonuses, points, free turns or other similar benefits to Players, subject to predefined terms and conditions applicable to each type of promotion. The Organizer's website provides information about the terms and conditions governing the Player's right to each type of bonus, points, free turns or other similar benefits.

To inform Players of its promotional activities, the Organizer shall also send e mails and text messages to Player's e-mail addresses and mobile phone numbers specified by them in the process of registration. A successfully completed registration process

implies that the Player voluntarily agrees to receive promotional messages and information from the Organizer by e-mail and mobile phone. The online casino website allows the Player to opt for or opt out of receiving promotional e-mails and text messages by checking the designated box. The Organizer reserves the right to contact the Player by e-mail in case a message is relevant to his personal use of the system. To enlarge its online casino service range, the Organizer reserves the right to define and implement various kinds of Jackpots.

The Organizer reserves the right to withhold any bonuses earned by the Player if they are not consistent with the terms and conditions of a specific promotion. In case of abuse, the Organizer reserves the right to end the promotion prematurely and restrict the use of any or all Players' accounts.

## **RESTRICTIONS AND PROHIBITIONS**

### **Article 18**

On its website, the Organizer prohibits Players from:

- participating in online playing if they are under the age of 18; • using their online accounts in violation of any applicable legislation or these Rules;
- using multiple online accounts;
- participating in online playing on behalf of other persons for the purpose of obtaining illegal gain or certain privileges;
- using proceeds of illegal activities to participate in online playing; • using computer fraud or otherwise act illegally to obtain gains or other benefits;
- playing and depositing funds in the online account inconsistently with the usual manner of participating in games of chance; and
- paying funds from the online account if they are a result of any errors in the online gaming system.

The Organizer shall carefully monitor each suspicious payment and shall, if there is reason to suspect money laundering or terrorist financing, take all actions necessary as defined in the Anti-Money Laundering and Terrorist Financing Act.

## **PROTECTION OF PRIVACY AND SAFEGUARDING OF DATA**

### **Article 19**

The Organizer shall only use personal data concerning Players and their accounts for the purposes of their participation in games of chance at the Organizer's online casino and shall carefully safeguard them as confidential information in accordance with the

applicable legislation. To this end, the Organizer implements permanent measures to protect Players' personal data against abuse, loss or destruction, as well as unauthorized alteration thereof or access to the Players database.

The Player shall be exclusively responsible for the safeguarding and secrecy of his password and for any abuse, whereas the Organizer shall not be held liable for any pecuniary or non-pecuniary damage resulting from Player's irresponsible conduct.

## **CONTACT AND NOTICES**

### **Article 20**

You can get in touch with our customer service by phone, email, or internet chat if you have any questions, concerns, or suggestions.

The ordinance on call recording is available on this [link](#).

## MISCELLANEOUS

### Article 21

The Organizer shall publish these General Rules, as amended, on its website. The Players shall be deemed informed as of the time these Rules are published on the website.

If a Player logs into the online system after the effective date of an Amendment to the General Rules, he shall be deemed to have understood and accepted such Amendment.

In case of any dispute arisen from or in connection with these Rules that the Player and the Organizer are unable to resolve amicably through mutual negotiations, they shall submit to the jurisdiction of the relevant court in Zagreb. The relevant regulations of the Republic of Croatia shall apply to anything not defined in these General Rules. These Rules shall be authorized by the Ministry of Finance and shall enter into effect as of the date they are published on the Organizer's website.

ADRIA CASINO d.o.o.

These general rules have been approved by the Ministry of Finance pursuant to the Decision adopted on 22 December 2020 under the number CLASS: UP/I-461-03/20-01/14, REG.NUM.:513-07-21-01-20-6.