

## TERMS AND CONDITIONS

### 1. Who We Are

1.1. These terms and conditions (**Terms and Conditions**) are for individuals who register to wager:

1.1.1.in the Horizons Casino, which is located at Queens House, 1 Leicester Square, London WC2H 7RN (**Casino**); and/or

1.2. The casino references in these terms and conditions to **you** are to you as an individual who has accepted and agreed to these terms and conditions. When you wager:

1.2.1.in the casino, the gambling products and services are made available to you by Napoleons Leisure Limited, a company with its registered office at c/o Addleshaw Goddard (Company Secretariat), One St. Peter's Square, Manchester M2 3DE, United Kingdom and which is licensed and regulated by the Gambling Commission under licence number 051540-N-328336-003 (**Napoleons Leisure**).

1.3. Napoleons Leisure is sometimes referred to in these Terms and Conditions by its individual name as defined above or as **we**, **our** or **us**.

### 2. These Terms and Conditions

2.1. These terms and conditions together with the documents referred to in them (together these **Terms**) apply to you – and are binding on you – when you become a registered member, and (if applicable) play any games (as defined below) and/or use any of the other products or services we may offer in the casino.

2.2. Please read these terms carefully and make sure you understand and agree to them before you do any of the activities listed above. When registering for membership, you will be asked to expressly agree that you have read and understood these terms, which then form a contract between you and us.

2.3. Should you not agree with any of these terms, you should not register for membership or play any of the games.

### 3. Definitions

3.1. In these terms, the following capitalised words have the following meanings:

**Membership** means a fully registered customer.

**Games** means any of the gambling products offered in the casino.

### 4. Changes to These Terms

4.1. We reserve the right to modify these terms from time to time for certain valid reasons, including in order to comply with applicable laws and regulations and/or to keep up to date with changes to operations in the casino, the games and/or our business practices.

- 4.2. Whenever a substantial amendment is made to these terms, we will notify you in one or more of the following ways: (i) using the email address you provided to us and/or (ii) the next time you visit the casino.
- 4.3. If you do not agree to the updated terms, you must not continue to wager in the casino. In some cases, you may be asked to actively accept the amended terms in order to continue using your membership. In this instance, you will still be able to withdraw any funds (except where these terms permit us to withhold payment) held on account but you will not be able to place any wagers.
- 4.4. The up-to-date version of these terms will be available on the Website at all times. We recommend that you check these terms from time to time.

## 5. **Other Important terms**

- 5.1. These terms include and incorporate various other terms, as follows:
  - a) the rules applicable to each game offered in the casino (as displayed in the casino)
  - b) our complaints handling procedure, which is available in the casino.
  - c) any separate terms and conditions which apply specifically to any bonus, reward, promotion and/or competition that we run from time to time.
- 5.2. If there is any conflict or inconsistency between these terms and any promotion or reward-specific terms and conditions, the specific terms and conditions will to that extent take precedence.

Information about how we process personal data that you provide to us or that we collect from you can be found in our privacy notice at the casino or on the website at <https://horizonscasino.com/privacy-policy/>

## 6. **Membership**

- 6.1. Casino: You are able to enter and play in the casino with Napoleons Leisure using your membership.

### Duplicate Membership

- 6.2. You may only hold one membership with Napoleons Leisure Limited and all additional memberships shall be classified as **Duplicate Memberships**. If we discover that you hold one or more duplicate memberships, we will close the duplicate membership, leaving you with only the original membership (unless we have reason – for example if you have deliberately or fraudulently opened more than one active membership – to close all your memberships) and treat all bonuses obtained using the duplicate membership as void.
- 6.3. If we close all your memberships because we have reason to believe that you have deliberately or fraudulently opened more than one, we reserve the right to exclude you permanently from access to the casino, and to report you to the relevant authorities.

### Your Responsibilities

- 6.4. As an individual applying for membership, you agree and confirm that:
  - 6.4.1. you are at least 18 years of age.
  - 6.4.2. you are not currently registered on the national self-exclusion scheme for casinos (SENSE)
  - 6.4.3. you are not depositing money originating from criminal and/or other illegal activities.

- 6.4.4. you are only depositing money using a payment card or other payment method, or from a bank account, which belongs to you.
- 6.4.5. you understand that our employees are not allowed to participate in the Games, and you confirm that you are not an employee of Napoleons Leisure.
- 6.4.6. you are registering as an individual and not on behalf of any other person, company, or other corporate entity.
- 6.4.7. all information provided by you during the registration process is true and correct; and
- 6.4.8. you have not previously held a membership which has been closed by us for any reason.

#### Use of your Membership

- 6.5. It is your responsibility to ensure that all information provided to us by you relates to you personally and is accurate and up to date.
- 6.6. If your personal information, such as name, address, or contact details, changes at any time you must inform us as soon as possible by contacting our reception team in the casino.
- 6.7. You may not allow any other individual to use your membership. You understand that you will be fully liable for any losses incurred by a third party and you will immediately inform us should you suspect that a third party has used your membership and will assist us fully in our investigations into the matter.
- 6.8. You are not allowed to transfer funds from your deposit account to other players or to receive money from other players into your deposit account.
- 6.9. We reserve the right to refuse to register you for membership at our sole and absolute discretion and we shall not be obliged to provide you with any reasons for not doing so.

### **7. PLAYER VERIFICATION AND DUE DILIGENCE**

- 7.1. The following information must be provided during the membership registration process:
  - 7.1.1. full name;
  - 7.1.2. occupation;
  - 7.1.3. date of birth;
  - 7.1.4. full residential address;
- 7.2. You will not be permitted to gamble in the casino until we have verified your name and date of birth.
- 7.3. All of the information you provide to us must be true, complete and correct. You are required to provide us with valid documents in order that we may carry out such identification and other verification checks as we may require and/or are required by applicable laws and regulations and/or by the relevant regulatory authorities. You agree to provide all requested documents in connection with these verification checks. The documents that we may request that you provide to us to verify your identity include, but are not limited to:

- 7.3.1. a form of personal ID (for example: passport, driving licence, or military or other government issued ID); and/or
  - 7.3.2. proof of address (for example: driving licence, bank statements, utility bills, or government issued document such as a tax return).
- 7.4. We may also from time to time require you to provide us with further documents and/or information relating to the source of funds, your payment method(s), and/or your personal or financial circumstances. These documents may include, but are not limited to, the following (and we may from time to time require that the documents we request from you be certified or notarised):
- 7.4.1. bank statements;
  - 7.4.2. payslips;
  - 7.4.3. P60/tax returns;
  - 7.4.4. company accounts;
  - 7.4.5. pension benefit statements;
  - 7.4.6. evidence of inheritance or trust fund;
  - 7.4.7. evidence of rental income; and/or
  - 7.4.8. evidence of sale of assets (e.g. property sale).
- 7.5. Until we have received the documents and/or information requested pursuant to Paragraph 7.3 and/or 7.4 above and have satisfied our regulatory checks, we are entitled to temporarily suspend your Membership in any manner that we reasonably deem appropriate, including by preventing you from placing any wagers or temporarily from withdrawing your funds. We may also ultimately suspend your membership and pass on any necessary information to the relevant authorities.

## **8. CANCELLING MEMBERSHIP**

- 8.1. If you wish to cancel your membership, you may do so at any time by contacting casino management. Any funds held on account will be returned to you upon cancelling, except where these terms permit us to withhold payment.
- 8.2. If you cancel your membership, we reserve the right to refuse a new membership for you in the future and we will not be obliged to provide you with any reasons for doing so.

## **9. PAYMENTS, DEPOSITS AND WITHDRAWALS**

- 9.1. Once your membership has been created, you may place funds on deposit as follows:
  - 9.1.1. at the cash desk in the casino (using chips, cash, cheque or debit card);
  - 9.1.2. by bank transfer (to Napoleons Leisure);
- 9.2. You may purchase chips for play using cash, cheque and/or debit card (subject to limits and/or verification checks).
- 9.3. You may not use a credit card to purchase chips.

- 9.4. We will not accept card payments if the members name does not match the name on the payment card being used.
- 9.5. We do not charge fees for processing payments.
- 9.6. Casino staff are required to implement validity checks on bank notes and foreign currency. Where any suspected forgeries or anomalies are identified, we are required to retain such items and the funds will not be deposited to your account.
- 9.7. We may refuse to accept a transaction at any time, including (but not limited to) in circumstances where we have been directed to do so by law enforcement or a regulatory authority and/or where we have reason to suspect fraud or criminality.
- 9.8. We are not a bank or financial institution or registered with the Financial Conduct Authority, and the balance held on your account will not earn interest in your favour. We do not offer any credit facilities, other than as permitted by the Gambling Commission for non-remote casinos.
- 9.9. You may withdraw funds from your deposit account as follows:
  - 9.9.1. at the cash desk in the casino;
  - 9.9.2. by bank transfer (winnings only);
- 9.10. You may withdraw up to the full amount of your own real money deposits and winnings held on deposit at any time provided that:
  - 9.10.1. all payments made into your deposit account have been confirmed as cleared and have not been charged-back, reversed or otherwise cancelled;
  - 9.10.2. we have completed any verification to our reasonable satisfaction (see Section 7 above). Where we have requested information from you to carry out these checks, any delay in providing this information may cause an additional delay when withdrawing funds; and
  - 9.10.3. there is currently no ongoing investigation:
    - where we have reasonable grounds to believe you may have engaged in an illegal activity or a Prohibited Activity (as defined in Section 11.2 below) which could entitle us to withhold funds in accordance with Section 11.1 below.
- 9.11. Whenever possible, we will pay your withdrawals using the same payment method(s) you used to make your deposits. If this is not possible, you can request withdrawal by another method by contacting a member of staff at the casino.
- 9.12. Withdrawal payments may only be made in the name of and to the registered member.
- 9.13. We do not charge fees for processing withdrawals.
- 9.14. Please note that a payment method may impose transaction limits.

#### **Protection of Your Funds**

- 9.15. Your funds will remain with the company with which they were originally deposited. So, for example, if you deposit funds with Napoleons Leisure, they will remain with Napoleons Leisure, and any withdrawals will be processed by Napoleons Leisure.

9.16. We keep all player funds in separate accounts for client funds, which are independent from our operating and corporate funds. Player funds held in these accounts are not protected in the case of our insolvency. This meets Gambling Commission's requirements for the segregation of customer funds at the level: **not protected**. Further details can be found [here](#).

## **10. INACTIVE MEMBERSHIP**

10.1. If you have not visited the casino or otherwise contacted us for twelve (12) consecutive months, your membership will be deemed to be inactive and suspended (**Dormant membership**).

10.2. Before classifying a membership as dormant, we will attempt to contact you in order to return any outstanding real money balance to you, and will do so using the last payment method used by you to place the funds on deposit, except where these terms permit us to withhold payment.

## **11. SUSPENSION/TERMINATION OF YOUR MEMBERSHIP BY US**

11.1. We are entitled terminate your membership at any time. Any balance on deposit at the time of such closure or any closure under Section 11.2 below will be paid back to you, except that:

11.1.1. if you have engaged in illegal activity, we are under no obligation to refund to you any money that may be on your deposit account; and

11.1.2. if we discover or have reasonable grounds to believe that you have participated in any of the activities listed in Section 11.3 below (each a **Prohibited Activity**) then we reserve the right to withhold all or part of the balance and/or recover from your deposit account, payouts, bonuses, and/or any winnings that are attributable to those prohibited activities.

11.2. We may suspend your membership where we have reason to believe that you have engaged or are likely to engage in any prohibited activity, or if you have not provided the documents and/or information required for us to complete the checks necessary for our regulatory requirements. Your membership will remain suspended while the matter is investigated and/or until those checks are completed. Should our investigation result in our reasonable determination that you have engaged in any prohibited activity, we may permanently terminate your membership. In such circumstances, your details may be passed on to any applicable regulatory authority, regulatory body or any other relevant external third parties.

### **11.3. Prohibited Activities:**

11.3.1. if the name registered on your membership does not match the name on the financial/bank account and/or the payment card(s) used;

11.3.2. if you become bankrupt;

11.3.3. if we have received an inappropriate "charge back" and/or a "return" notification via a payment method used by you;

11.3.4. if you use a stolen, cloned or otherwise unauthorised payment method as a source of funds;

11.3.5. if you use stolen monies to fund your gambling;

11.3.6. if you allow or permit someone else to use your membership;

- 11.3.7. if you provide incorrect or misleading registration details (except where you provide any incorrect or misleading information in order to pass relevant age-verification checks, which situation will be dealt with as described in Section 7.5 above);
- 11.3.8. if we have reason to believe or suspect you are involved in fraud, collusion or cheating of any kind.
- 11.3.9. we have reason to believe or suspect that your membership is being used in any manner which we consider (acting reasonably) to be fraudulent, dishonest or criminal;
- 11.3.10. you breach any of the casino rules as set out in Section 13 below; or
- 11.3.11. if you otherwise materially breach these terms.

## **12. RESPONSIBLE GAMBLING**

- 12.1. We are committed to making sure our customers understand the risks related to gambling and have the tools to help keep them safe. As part of that commitment, we may undertake checks to ensure that you are comfortable with the amount of time and money you may be spending with us, and also for us to understand your level of affordability.
- 12.2. To help us understand your affordability we may use third-party service providers to assess your Current Account Turnover data, known as CATO. However, you may opt out of us using this service by emailing us at: [dataprotection@mayfair-casino.com](mailto:dataprotection@mayfair-casino.com)
- 12.3. We encourage our members to make use of a variety of responsible gambling features so as to better manage their gambling habits. These features are briefly explained in this Section 12 and full details can be found in our Responsible Gambling Statement on the website at [www.horizonscasino.com](http://www.horizonscasino.com) and in our Safer Gambling leaflets inside the casino.

### **SENSE**

- 12.4. We promote the Self-Enrolment National Self-Exclusion scheme (SENSE) as the best option for our customers if they're struggling with their gambling.
- 12.5. SENSE enables customers to self-exclude from any UK land-based casino for a minimum of 6 months.
- 12.6. Further details can be found:
  - 12.6.1. for SENSE at <https://www.nationalcasinoforum.co.uk/voluntary-self-exclusion-sense/> (and the enrolment form is at <http://www.nationalcasinoforum.co.uk/wp-content/uploads/2018/06/ef.pdf>);
- 12.7. We accept no liability if you place yourself on SENSE but subsequently enter the casino and place a wager.

### **Financial limits**

- 12.8. You can set financial limits where possible by speaking to a manager and referring to Safer Gambling leaflets.

### **Self-Exclusion**

- 12.9. If you feel that you are becoming dependent on gambling, you should consider limiting your visits to the casino. We have measures in place to ensure that as soon as your self-exclusion request is processed, you will no longer be able to play in the casino until your period of limitation has elapsed. Our Responsible Gambling Statement on the website at <https://horizonscasino.com/responsible-gambling/> explains in detail how to self-exclude and the consequences of self-exclusion.

### **General**

- 12.10. If we believe that your gambling will cause you financial or personal difficulties, we reserve the right to exclude your membership.
- 12.11. You can find more advice and information about responsible gambling and protecting minors and vulnerable people at <http://www.begambleaware.co.uk> and <http://www.gamcare.org.uk>.

## **13. GENERAL CASINO RULES**

- 13.1. If we have reason to believe that you have breached these terms or any other terms or policies which apply to or govern your conduct in the casino, we have the right to bar you from the casino. If you are barred from the casino you will forfeit any rights and privileges within the casino or against us.
- 13.2. We are committed to ensuring that gambling in the casino is kept crime-free and is conducted in a fair and open manner. Accordingly, where any suspicious activity is identified, we reserve the right (acting reasonably) to withhold funds until such reasonable time as an investigation has been concluded.
- 13.3. If, in our reasonable opinion, you are deemed to have cheated in the casino, or have been involved in any fraud, unfair, illicit, malpractice or criminal act, you will forfeit any winnings, stakes, funds or any claim against any of us.
- 13.4. Cameras or any other device for taking photographs or recording images or sound may not be used in the casino without our prior approval.
- 13.5. For security purposes and the safety and comfort of its customers and staff, we operate closed-circuit television and audio recording and facial recognition technology within the casino premises. This may include the use of body worn cameras and covert devices. You agree that any image and audio recording may be captured and used and disclosed to third parties, insofar as we have a legitimate right to do so and in accordance with our Privacy Notice on the website at <https://horizonscasino.com/privacy-policy/>.
- 13.6. Electronic devices for the use in, or to assist with, gaming (whether used overtly or covertly) are expressly prohibited.
- 13.7. For the safety and comfort of all customers, mobile telephones should not be used whilst gaming (at the gaming and poker tables, electronic or otherwise) or in proximity to the gaming machines.
- 13.8. For the safety and comfort of our customers and staff, we operate a right of search policy as a mandatory condition of entry. We retain the right, at our sole discretion, to implement an entry, on premises and/or exit search of your clothing and hand luggage or accessories. All searches will be at the discretion of our management or the door supervisors/security staff. We reserve the right to refuse permission to anyone that does not reasonably comply with our right of search or who



otherwise is found to be carrying articles or items that, in our judgment, we believe to be inappropriate for passage into the casino.

- 13.9. We operate a “zero tolerance” policy to drugs. Anyone found with illegal drugs will be barred from the casino and reported to the police. Anyone found to be asking for drugs or offering drugs will also be barred and may be reported to the police.
- 13.10. Slot machine or electronic gaming machine cash out tickets are non-transferrable and expire after a maximum period of 60 days unless they are credited to your Account. Payment may be forfeited after this time.
- 13.11. You must not participate in any systematic or organised money lending from within the casino premises.
- 13.12. You must be appropriately dressed to enter the casino. A decision as to whether someone is or is not appropriately dressed is at the sole discretion of the casino’s management, but inappropriate clothing may include sportswear, football shirts and soiled or dirty clothing.
- 13.13. Social relationships between customers and members of our management and staff are strictly forbidden.
- 13.14. No game of hazard or chance shall be played in a other than in accordance with the statutes and regulations applicable thereto, which can be found in the casino.
- 13.15. Animals are not allowed in the casino, with the exception of guide dogs.
- 13.16. We will not pay winnings to any person who we have reason to believe is under the age of 18.
- 13.17. We may withhold from you the payment of stakes and winnings for the purposes of recovery (in whole, or in part) of any outstanding debt owed by you to any of us.
- 13.18. Where you present sealed casino cash packets from another casino, we reserve the right to undertake enquiries with the originating casino to confirm the issuance to you. Such enquiries are permissible under legitimate interests in accordance with the applicable legislation and to ensure that the cash packets are properly handled with appropriate safeguards and security.
- 13.19. Staff are required to implement validity checks on bank notes and foreign currency. Where any suspected forgeries or anomalies are identified, we are required to retain such items and may notify the police.
- 13.20. Whenever you have drawn on a cheque facility, you are required to redeem any outstanding cheques before the balance payment is made.
- 13.21. You may not use the name of the casino or its loyalty programmes for any form of advertising whatsoever.
- 13.22. Handheld electronic gaming devices supplied to you by us can only be used within designated gaming areas and cannot be used at or near any gaming tables or other gambling device (within 2m).
- 13.23. The sale or supply of intoxicating liquor in the casino will be permitted during the licensing hours in force within the licensing area or such other hours as may be granted by the local authority. We will not serve alcohol to anyone who we believe is intoxicated.

- 13.24. Subject to any conditions imposed on the casino's liquor licence, intoxicating liquor shall only be sold to you or persons admitted with our permission.
- 13.25. You are not permitted to bring into the casino any food, beverage or intoxicating liquor for consumption on the premises. Any sale or resale of any item or products on the premises is strictly forbidden.
- 13.26. Complaints or suggestions may be made to our management. However, you are not permitted to reprimand or abuse any member of staff.
- 13.27. A complimentary Wi-Fi service is offered to all customers when in the casino. Those who choose to utilise this service must accept our "Terms of Use Policy" before they can connect to the service. Subject to Section **Error! Reference source not found.**, we are not liable for any loss or damage that may be caused through using this service and will not be held responsible for any such outcome.

#### **14. REWARDS PROGRAMME**

- 14.1. We operate a rewards programme for our members. You will be enrolled in the programme when you become a member.
- 14.2. Separate terms and conditions apply to the rewards programme. These terms and conditions will be made available to you once you have been invited to join the programme. The terms and conditions for the rewards programme apply in addition to these Terms.

#### **15. LIMITATION OF LIABILITY**

- 15.1. This Section is not intended – and will not be considered – to be excluding liability for anything which it would be unlawful for us to exclude. In particular (but without limitation) nothing in these terms will operate so as to limit or exclude our liability for:
- a) personal injury or death caused by our negligence or the negligence of our employees, agents or subcontractors;
  - b) fraud or fraudulent misrepresentation;
  - c) any breach by us of your statutory rights as a consumer; or
  - d) any other liability which may not be excluded by applicable law.
- 15.2. Subject always to Sections 15.1 to **Error! Reference source not found.** below we accept no liability for any damages or losses which arise out of or in connection with the casino, or any of the games.

#### **16. COMPLAINTS**

- 16.1. We are committed to handling complaints in a fair and open way.
- 16.2. If you have a complaint or dispute, please contact us as described in Section **Error! Reference source not found.** below and we will strive to settle the complaint or dispute in accordance with our complaints procedure which can be found in the Casino.
- 16.3. If, in respect of any gambling transaction/pay out dispute arising in the casino, you are not satisfied with the resolution of your complaint or dispute and/or your complaint or dispute is not resolved to your satisfaction within eight weeks of receiving the complaint, you may report your complaint to an independent adjudicator as set out below:

Independent Betting Adjudication Service  
PO Box 62639  
London  
EC3P 3AS  
Telephone: 020 7347 5883  
Email: [adjudication@ibas-uk.co.uk](mailto:adjudication@ibas-uk.co.uk)

- 16.4. The nominated ADR entity will act as an impartial adjudicator on disputes that arise between us and you only when:
- a) you have made every reasonable effort possible to resolve the dispute before speaking to them – in practice this means that you should go through our own internal customer complaint process (set out above in this Section) before referring the matter to ADR; and
  - b) a deadlock regarding the resolution exists.

## 17. **OTHER IMPORTANT TERMS**

- 17.1. Governing Law: These terms, and all of their constituent parts, will be governed by, and interpreted in accordance with, the laws of England and Wales.
- 17.2. Entire Agreement: These terms (and all the documents referred to herein) constitute the entire agreement between us and there are no other terms applying. No part of these Terms will be considered as waived by any party unless a waiver is given in writing by that party.
- 17.3. Assignment/Transfer: You may not assign, transfer, charge or otherwise deal in your rights and/or obligations under these terms. We are entitled to assign, transfer, charge or otherwise deal in our rights under these terms as we see fit but we will only do so where this will not prejudice your rights under these terms, or alternatively with your consent. Without limiting the preceding sentence, we may wish to transfer our rights or obligations under these terms to another company within our group or any other legal entity, including if we restructure or there is a sale of our business. You agree that we may do so provided that in the case of such a transfer, after we notify you of the date on which such transfer takes place, your rights under these terms will be against the new legal entity.
- 17.4. Removal of Unenforceable Terms: If any provision of these terms is held to be illegal or unenforceable, that provision will be severed (i.e. removed) from these terms and all other provisions will remain in force unaffected by such removal.
- 17.5. Variation: Nothing said or written by any of our employees or agents will constitute a variation of these terms or an authorised representation of the nature or quality of any aspect of the products or services that we offer. Except in the case of fraud or fraudulent misrepresentation, we will have no liability to you for any such unauthorised representation.
- 17.6. Website Intellectual Property: We, our group companies, and/or our licensors are the sole holders of all rights in the website and the content of the website including but not limited to all trademarks, service marks, signs, trade names, domain names, images, software, code, pictures, graphics, photographs, animations, videos, music, audio and text (together the **Website Content**). The website content is protected by copyright and/or other intellectual property or other rights. By using the website and/or the games you obtain no rights in the website content, or any part thereof. You are not entitled to exploit or otherwise use any of the website content for any purpose other than the proper use of the website, and except for what is allowed by law.

17.7. Force Majeure: We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms to the extent that failure or delay is caused by events outside of our reasonable control.