

## General Competition Rules - CIRCUS BELGIUM SA

### 1. Overview

#### 1.1.

CIRCUS BELGIUM SA (hereinafter “CB” or the “Company”) whose registered office is at Route du Condroz 13D, 4100 Bonnelles, registered with the Crossroads Bank for Enterprises under BCE number - 0451.000.609, organises competitions which are subject to these general competition rules (hereinafter the “Rules”).

The Rules are applicable to all Competitions, raffles and tournaments (hereinafter the “Competitions”) organised by CB regardless of the medium on which the Competitions are made available to players.

The special conditions of each Competition are the subject of a specific regulation whose provisions are attached to the offer to participate in the Competition itself. These special conditions supplement these general conditions. In the event of a conflict, special conditions prevail over the Rules.

#### 1.2.

Participation in a Competition is deemed to constitute acknowledgment and full and unreserved acceptance of the Rules. No dispute will be accepted.

#### 1.3.

The practical details of each Competition are communicated by CB, prior to the launch of the Competition on the medium(s) via which the Competition is available. These terms and conditions specify the prize or prizes that may be won and the dates and times at which the Competition begins and ends.

### 2. Terms of participation

#### 2.1. Criteria for participation

Unless otherwise stipulated in the special conditions of a Competition, and in compliance with the regulations in force, participation in the Competition is, in principle, always completely free and is made without obligation to purchase products or services from CB.

The Competitions are open to any individual who is at least 18 years of age, with full legal capacity, participating in his or her own name and domiciled in Belgium - or a national of a country authorising participation in games of chance - at the time of the Competition. In the event that the Competition involves gambling, the age of participation is then the minimum age provided by the legislation on gambling, for each particular game.

In addition, the participant must, unless otherwise stipulated:

- be validly registered on the website [www.circus.be](http://www.circus.be), in accordance with the terms and conditions of the website (hereinafter the “Site”);
- therefore, be the sole owner of a Circus account, which must be authenticated and not subject to any limitation or suspension measure;

If a pseudonym is used as a user name when participating in the Competitions, this user name shall be identical to the registered user name communicated during registration on the Site (including any use of lower case characters, etc.).

For Competitions organised on the Facebook page of the Company, no registration on the Site or possession of a Circus account is required. Participants must, however, comply with, in addition to these Rules and the special conditions of the Competition, the Facebook code of conduct.

Unless otherwise stated, only one entry per person is allowed; any multiple participation is strictly prohibited. In any case, a participant may only compete for one prize, unless otherwise specified in the special conditions.

## 2.2. Exclusions

The following are excluded from the participation in the Competition: CB employees, agents or subcontractors, persons with gaming bans, minors and any person who has directly or indirectly taken part in the organisation or running of the Competition, as well as their spouse, parents or children.

The Company also reserves the right to exclude at any time, or not to award the prize of the Competition, any entrant to the Competition, without prior notice:

- If they do not meet the conditions of participation described in the Rules or in the special conditions of the Competition;
- In the event of suspicion of illegal activities, fraud, cheating, abuse, identity theft, creation of multiple accounts, multiple participation or if this person does not provide, or provides late, the necessary information for identification and authentication or any information that CB may require disclosure of in order to attribute the prize to the participant or allow them to be awarded it;
- If the participant has provided incomplete, illegible or incorrect information.

CB reserves the right to take legal action against anyone who commits any type of act that could be considered falsification or fraud.

## 3. Winnings

### 3.1. Description and awarding of winnings

For each Competition, the running of the Competition, the description of the winnings and the conditions for the awarding thereof are defined in the relevant special conditions. Unless otherwise stipulated, each winner will only be awarded one single prize regardless of the Competition rules (stakes, multiple rankings, etc.).

The winnings are strictly personal, non-transferable and not subject to exchange for another prize or cash. If the prize offers a free service or access to an event, it cannot be resold (*law of 30 July 2013 on the resale of tickets providing access to events*).

If prizes are awarded to a participant and a person or persons designated by them, the persons to whom these are awarded, if they have a Circus account, it cannot be excluded, suspended or limited.

All taxes, fees, subscriptions, package deals, any general expenses and/or any other type of service necessary for the use and/or the enjoyment of the prize in all its forms will be the exclusive responsibility of the winner.

### 3.2. Identifying the winner

The final award of winnings will only take place after verification and authentication of the winners, their identity, contact details and, where this is a necessary condition for participation, their Circus accounts.

The identity of the participants and winners must be evidenced by the communication of official documents (identity card, passport, etc.), as well as proof of their domicile, and this in the manner and within the deadline required by CB.

### 3.3. Notification, acceptance and awarding of winnings

The means of any notification, acceptance and delivery or awarding of the winnings, specific to each Competition, will be specified in the special conditions of the aforementioned Competition.

The declared winners acknowledge that they may be disqualified if they do not meet the conditions for participation and if the Company cannot contact them by any means of communication or when they do not reply within the time allowed to an email (with the deadline being provided in the email), if any, from CB or any third party action on its behalf; or even where it is impossible to identify them as winners due to an error in their personal data following the sending or communication of erroneous, incomplete, inaccurate or illegible data, where CB cannot be held liable. The winner will lose any right to compensation in any form whatsoever.

In the event that CB finds an anomaly or any circumstance constituting an exclusion within the meaning of Article 2.2, it reserves the right not to award the prize or to award it to another participant without prior notice.

### 3.4. Delivery of the prize

The time of allocation/delivery/awarding of the winnings is subject to the availability of these from the supplier of CB.

In the event of the cessation of the activity of the company offering the prize before delivery/awarding of it, CB reserves the right to cancel the Competition or to modify the prize. In such a case, CB is released from all liability to both the participants and the winner(s).

The winner will receive their prize by mail, if any, to the address they communicated to CB.

CB accepts no responsibility in the event of non-receipt of the prize by the winner as a result of a failure by the participant (e.g.: wrongly communicated address) or due to third party breaches (e.g. of the supplier of the prize).

CB is not responsible for postal losses or damage caused during transport. Items not picked up by Belgian Post will not be returned or refunded.

Claims for a prize which are not received, damaged or non-compliant will only be processed by CB if it reaches it no later than 90 days after the date of the prize in question, by registered mail to the following address: CIRCUS BELGIUM SA, Route du Condroz 13D, 4100 Bonnelles.

THE ADDRESS COMMUNICATED IS REQUIRED TO CORRESPOND TO THE PROOF OF ADDRESS OR RESIDENCE COMMUNICATED AND/OR SENT TO CB UNDER ARTICLE 3.2 OF THESE RULES.

#### **4. Right to image and publications**

Any entrant, including the winner, waives, for free, their right to their image and ensures that any person whose image is broadcast through them has also waived their right to image as part of the Competition. They abandon any action against CB on this count.

In the event of prizes and acceptance of these, the winners agree to participate, if necessary, in various promotional operations, including interviews and photoshoot to be published including in print and broadcast media and online. They agree that their name and surname, user name and/or account name, if any, be published or disseminated, including in written and audio-visual media, whatever the medium, including online, as well as on any promotional material for CB, without any geographical restriction or duration and without publication giving them a right to any remuneration or financial compensation. Each winner who accepts may be asked to participate in a photo and/or video session or at least to provide CB photos of her/him; following this the winner waives the right to exercise, free of charge, the rights they hold in over their image as reproduced and on all the photographs and video that will be made and/or published.

In the event of a winner's refusal to assign their right to their image and/or to participate in promotional activities as described above, they may refuse the prize and consequently lose all rights to a prize and any compensation in any form whatsoever. CB also reserves the right not to award the prize to a winner who does not comply with the provisions of this Article 4, without prior notice or justification and without being held responsible.

#### **5. Control, communication and complaint**

### 5.1. Competition Control

The Competitions are generally organised under the control of CB and, if it decides or is held to, under the control of a bailiff.

### 5.2. Membership and Communication of the Rules

The fact of participating in CB Competitions implies the knowledge and the adhesion to these Rules as well as to the special conditions of the Competitions.

The Rules are available at <https://www.circus.be/en/help/terms-of-use/general-competition-rules> as well as in gaming rooms and casinos; it is an integral part of each Competition and will be communicated to any person who requests it in writing.

Except for questions relating to the communication of these Rules, no request for information or complaint concerning the Competitions, their organisation, their running and their results will be answered.

## **6. Changes**

CB reserves the right to make any changes to these Rules at any time without notice or obligation to give reasons for its decision and without incurring liability.

Any entrant will be deemed to have accepted these changes simply by participating in the Competition, effective as of the date of any such changes.

## **7. Limitation of liability**

### 7.1. Risks - Special Circumstances and Force Majeure

CB reserves the right to modify, postpone or cancel the Competition (or part of it) if exceptional circumstances so require or in the event of force majeure, without being held responsible or liable.

When the Competition involves an event (fair, show, concert, etc.) for which the prize consists of one or more entitlements to access it, in the event of decision by the organisers of the event or the authorities to cancel for any reason whatsoever before or on the day of the event, CB will be released from all liability both towards the participants and towards the winner(s). Access gained for an event cancelled or postponed cannot be compensated by any means, except by agreement of CB.

In the event of this being an online Competition or a Competition by phone or text: CB will not be held responsible for the limitations of the internet, SMS services, including technical services, the risk of breakages and, more generally, the risks inherent in each online activity or SMS transmission. CB will in no way be held responsible for illegible answers and/or loss of messages that are sent by participants to CB.

### 7.2. Damages

CB accepts no responsibility for any damage, direct or indirect, immaterial or bodily, accident or death, for any incident, hazard or setback, which may result from the participation in the Competition and/or the awarding, obtaining and use of the winnings. CB is, in particular, relieved of any liability in the event that the prize consists of a product or service provided by a third party.

### 7.3. Third-party breaches

Finally, CB cannot be held responsible in the event of technical problems, communication problems or in the event of breaches by third parties involved in the competition, its organisation, or in the awarding of winnings. Thus, CB accepts no responsibility in the event of errors of distribution of the prizes, the loss of these during their shipment, their non-receipt or their being delayed or damaged before delivery.

### 7.4. Where the prize is participation in an event or trip (hereinafter the “Event”)

Any winner or accompanying person participates in an Event at their own risk; they remain solely responsible for their actions which may take place as part of their participation in the Event. CB accepts no responsibility in the event of damages caused to a third party or to another participant, by a winner or their companion, whatever the nature of the damage or the facts that are at the origin of it.

Similarly, winners and entrants guarantee CB against the consequences of any recourse from a third party which may suffer damages as a result of an act attributable to a winner or participant.

They acknowledge that CB is exclusively required to provide them with participation in the Event, as detailed in the Event’s own program. Any other expenses of whatever nature that may be incurred during the trip are the responsibility of the winner and their companion.

Any winner or accompanying person is solely responsible for the information to be communicated and the formalities to be performed in order to ensure their participation and availability/attendance at the Event, including the requirement for a valid passport or to have completed the visa formalities required.

CB accepts no responsibility for any direct, indirect, material, immaterial or bodily injury, accident or death, that may be suffered by the winner or their companion during the trip and, more generally, that may result from their participation in the Event, whatever the cause, and this, in particular, because of the possible failures (delays, cancellations, strikes, etc.) due to third parties intervening in the course of this trip (such as, for example, post, airline, travel agents, hotels, organisers of sports events etc.), including, in particular, for all cases of force majeure.

## **8. Protection of personal data**

CB devotes the greatest care to the protection of the personal data that participants provide. By participating in the Competition, participants acknowledge having read and agreed to the terms and conditions for processing of personal data defined in the Privacy Policy available here: [https://www.circus.be/Templates/Content/circus\\_be/default/documents/cgu-circusbe-privacy\\_fr.pdf](https://www.circus.be/Templates/Content/circus_be/default/documents/cgu-circusbe-privacy_fr.pdf). Participants are informed that their names and contact details will be processed

according to the terms and conditions set out in the Privacy Policy. This data will be included in an address file that can be made available to third parties and/or that can be used internally or for commercial purposes (such as direct marketing). Any participant can request access to data concerning them and have them rectified, according to the methods defined in the Privacy policy. They may, at their request and free of charge, oppose the processing of data concerning them by CB.

Any request regarding the processing or the protection of personal data and the exercise of any rights to such data should be sent to the following address: [privacy@circus.be](mailto:privacy@circus.be) and/or [dpo@circus.be](mailto:dpo@circus.be). The interested party must attach to their deriving application the exact content of the right they wish to exercise, their contact details and address, and a legible copy of their identity card or passport.

## **9. Intellectual property**

### 9.1.

If participation in the Competition involves the sending or downloading of material containing intellectual property rights, the participant guarantees on the one hand that it is the owner of these rights and, on the other hand, guarantees CB against any recourse or action by any third party in this regard. In this context, the participant assigns, free of charge to CB, the intellectual rights to the aforementioned material and guarantees the peaceful enjoyment, for the whole world, and during all the period of validity of these rights, for use in the context of the Competition, without any other restriction and as broadly as the law allows.

Such transfer relates to the broadest intellectual property rights, including, in particular, the right to (reproduce, communicate, distribute, exploit and/or adapt the material, via all means and processes, and on any medium.

The participant shall couch for the agreement of all third parties and commits to ensuring that any beneficiaries transfer their rights in reference to the material to the participant in the same manner.

This will be the case, in particular, for the right to the image of the persons who come to be represented in the material used by the participant in the context of their participation in the Competition and for which each participant therefore guarantees to have obtained in advance from the persons represented in the material, the authorisation to send it or to download it for the Competition, as well as to publish it on all media (printed magazines, websites, applications, TV, radio, etc.) managed by CB, its related companies or partners and/or any third party. If minors are visible in the photo, the Competition entrant confirms that he or she has received permission from their parents or legal guardians.

The participant is prohibited from using, in the context of their participation in the Competition, material which, for whatever reason, is likely to damage the image, the private life or the reputation of a third party or is likely to cause them harm, for whatever reason. The material provided by the participant may not contain any slanderous, offensive, pornographic, racist, offensive, illegal or immoral material.

CB reserves the right to remove any material that does not comply with the conditions set out in these rules, and to exclude any entrant on this basis from the Competition concerned or other competitions.

9.2.

If in the framework of the Competition technologies and/or media belonging to third parties are used, this does not imply the participation of these third parties in these Competitions. Unless otherwise stated, CB is the sole organiser of Competitions.

## **10 - Applicable law and competent jurisdiction**

These Rules are governed by Belgian law. Only the courts of the judicial district of Liège are competent in the event of litigation.