

## Terms and conditions of use

These General Terms and Conditions of Use specify the conditions of access, participation and use of the site by the User with a view to participation in the games of chance offered on the websites [www.goldenpalacedice.be](http://www.goldenpalacedice.be) (hereinafter "the Site").

The games of chance offered on the Site comply with Belgian law.

By accessing the Site and participating in the games offered on the Site, you acknowledge that you have read these Terms and Conditions, which you accept and undertake to comply with without reservation.

Please read them carefully before using the Site. If you do not agree with these Terms and Conditions, please do not use the Site or browse the Site. You can print these Terms and Conditions and also download this document.

The legal notice is an integral part of these General Terms and Conditions of Use.

The Site is published by CONCEPT V GAMES S.A., registered with the ECB under number 0843.578.514, whose office is located at 1120 Brussels, Avenue des Croix de Guerre 120, Belgium.

- [www.goldenpalacedice.be](http://www.goldenpalacedice.be) is operated by the S.A. GOLDEN PALACE WATERLOO registered at the ECB under the number 0462.168.970, whose registered office is located at 1410 WATERLOO, Chaussée de Bruxelles 200 F, Belgium, which has a licence granted by the Gaming Commission of class B 3767 for the operation of offline games of chance in a class II gaming establishment, as well as an additional licence under Belgian law B+ 3767 for the operation of games of chance through the internet

GOLDEN PALACE WATERLOO S.A. is hereinafter referred to as "the Operator" or "Golden Palace".

The Site is hosted by the company Crystal Computing SRL registered with the ECB under number 0883.073.944, whose registered office is located at 7331 BAUDOUR, Rue de Ghlin 100.

# Terms and Conditions of Use – version SEPTEMBER 2024

## Article 1 - Definitions

Terms whose first letter is capitalized shall have the meaning set out below in the text of these General Conditions.

- **Player's account:** refers to the personal account that has been opened by a user in order to access the services offered on the Site [www.goldenpalacedice.be](http://www.goldenpalacedice.be)
- **Agreement:** refers to these Terms and Conditions, the Legal Notice and the Privacy Policy available on the Site.
- **Games of chance:** refers to all paid games of chance offered to Users on the Site.
- **The Parties:** refers to the Operator and the User.
- **Operator:** refers to, depending on the website, the company S.A. GOLDEN PALACE WATERLOO
- **Services:** refers to all features provided by the Site, in particular games of chance
- **Distinctive Signs:** refers, in a non-exhaustive manner, to brands, company names, signs, commercial names, domain names or URLs, logos, photographs, databases, sounds, videos, animations, images, texts, etc. used on the Site.
- **Site:** refers to the Site published by CONCEPT V GAMES S.A. available via [www.goldenpalacedice.be](http://www.goldenpalacedice.be)
- **User:** means any elderly person
  - o of at least 21 years of age
- **Visitor:** any person who visits the Site, without having opened a Player account.

## Article 2- Purpose of the website

The purpose of the Site is to offer Users paid gambling services placed online by the Operator under the control of the Belgian Gaming Commission.

## Article 3- Registration

### 3.1 Creating a Player Account

#### *3.1.2. The process of creating a Player Account*

The opening of a Player Account is necessary in order to use the gaming services offered on the Site. The Player Account is personal and nominative.

In addition, the Operator specifies that:

- (1) The games of chance offered by the Operator are reserved for capable natural persons who are at least 21 years old for games of chance
- (2) The User must have the capacity to validly subscribe to the General Terms and Conditions and, if applicable, to the specific conditions applicable to certain actions offered by the Operator.
- (3) Each User undertakes to :
  - o Open only one account in your name on the Site (one person = one player account).
  - o not to allow a third party to use his Player Account, even free of charge. We remind here that contravening the above constitutes a criminal offense as specified in article 4 of the Law of May 7, 1999 on Games of Chance.

(4) Each User is required, before registering on the Site, to check that the legislation in force in his or her country of residence authorises participation in games of chance sites operating under licence issued by the Belgian Gaming Commission and undertakes to act accordingly.

To create a Player Account, the User registers either through the "Itsme" application, or completes the online forms by clicking on the "Register" button:

**Step 1:**

- email address;

**Step 2:**

- first name ;  
- surname ;  
- date and place of birth ;  
- national registration number on his identity card or his passport number  
- profession

**Step 3:**

- address;  
- postal code ;  
- City ;  
- Country.

-

does not have a Belgian identity card;  
- Her mobile phone number ;  
- His profession ;

**Step 4:** The User must choose :

- A pseudonym, provided that it is not already used by another User ;  
- A password ;

(hereinafter referred to as the "Connection Details").

Then, the User must check the following boxes:

o *"I accept the terms of use"*; thus, he/she expressly declares that he/she has read the general terms and conditions of the Website, the rules of the Games and the Tournaments and undertakes to respect them in their entirety and without reservation. Without this commitment, you will not be able to continue the registration procedure.

Acceptance of the General Conditions constitutes a contract between the User and the Operator.

o *"I've got the legal age to play "*

If these commitments are not made, the Player Account will not be created.

The User can choose to tick or not the following box: *"I accept to receive commercial emails and newsletters"*.

Even if this box is not checked GOLDEN PALACE will always have the right to interact with the User within the administrative framework of the management of the Site and the User's account

The User undertakes, in the event of a change, to update the information provided at the time of opening his Player Account as soon as possible. Golden Palace cannot under any circumstances be responsible in the event of incorrect information provided by the User.

**Step 5:** A confirmation email is sent to the User to check if he/she has used a valid email address when registering. The User must confirm his/her email address by clicking on the link in the email received

When the registration is completed, the Gambling Commission will check whether the person is not on the EPIS (EXCLUDED PERSON INFORMATION SYSTEM) list and if the User's first and last name match the national register/ passport number provided. The User will not be able to log in to his/her Player Account until these match. The User may be banned from gambling by the Gambling Commission and/or under the law of his/her country of residence. The Operator shall not be held responsible in any way if no access to the Site is possible due to the above situations.

### *3.1.2. Connection details*

#### **a) General rules**

The chosen pseudonym must not contain any special characters. It must consist of letters and numbers only. Once the Operator has validated the pseudonym chosen by the User, the latter can no longer modify it. Concerning the password, it must consist of at least one uppercase letter, one lowercase letter, one special character, eight characters and one number.

The Operator has the right to refuse the use of pseudonyms, words or expressions which may offend other Users or which may be perceived as offensive by other Users.

The Operator recommends that the User chooses a pseudonym that is different from his first and last name.

The User's username and password must be entered by the User each time he/she logs into his/her Player Account, so that the Operator can identify him/her.

#### **b) Changing the password**

By clicking on their profile from the website menu, and then on "Account" and "Reset my password". To do so, the User must enter his/her current password and enter the new password twice.

#### **c) Forgotten password or username**

If the User forgets his password, he must click on the link "Forgot your password?" accessible from the "Connect" button located in the header of the website. He must then enter his email address.

The Operator will send him an email in which he will find a "Change my password" button. The User can modify it by entering the new chosen password twice. This password must follow the rules described above.

If the User forgets his/her pseudonym, he/she should send an email to [support@goldenpalace.be](mailto:support@goldenpalace.be)

#### **d) Confidentiality of Login Information**

Only the User's pseudonym will be visible to other Users, the password remains strictly confidential. The User undertakes to ensure the strict confidentiality of his Connection Details. The User is warned of the inherent insecurity of using the function of automatic storage of his Connection Details that his computer system may offer and undertakes to assume full responsibility for the use and possible consequences of this function.

The Operator reserves the right to require the User to change his Login Details if he considers that they no longer provide adequate security.

The User undertakes to notify the Operator without delay at the following address: [support@goldenpalace.be](mailto:support@goldenpalace.be) any unlawful use of his Connection Details or if any of his Connection Details are no longer confidential.

### 3.2. Validation of the Player Account

Until the User has uploaded a photocopy of his/her ID card or passport, the Player Account is a provisional account. On the basis of the User's identity document, the Operator shall carry out a verification of the User's identity.

The User undertakes to update the information available on his/her identity document.

As soon as the verification has been carried out and is positive, the User receives an email confirming that his Player Account has been definitively validated. If this is negative, the User receives an email including the reason for the refusal.

### 3.3. Participation in games

Participation in the Games is individual and personal. The User undertakes to play in his personal name and on his own behalf and may not make use, directly or indirectly, of any automated request for access to the Site.

Participation in the Games is exclusively by electronic means, on the Site accessible via any equipment, computer, mobile phone or any other device enabling a connection to the Internet (smartphones, tablets, game consoles etc.).

It is strictly forbidden for any User, by any means whatsoever, to modify or attempt to modify the operation of the Games offered, particularly with the aim of modifying the results or any element determining the outcome of a game and the winners of a game.

All Users are strictly forbidden to cancel, attempt to cancel or bypass in any way whatsoever the security measures put in place by the Operator. The User undertakes to use the Website and all elements linked to it and/or integrated into it, such as hyperlinks, programs, databases, editorial content, graphic symbols, etc., in accordance with these General Terms and Conditions and for the purposes of the Games offered by the Operator.

If the Player's Account does not have sufficient funds for the selected wager, the Player will not be able to participate in the desired game.

The User declares that he/she understands that he/she may win or lose money when participating in the Games on the Website and undertakes to bear the consequences of any financial losses alone and undertakes not to bring any proceedings against the Operator in this respect.

In accordance with European and Belgian legislative provisions (art. VI.47 et seq. of the Code of Economic Law) regarding consumer protection, the User does not have the right of withdrawal provided for in the context of distance sales.

### 3.4. Payment

The User undertakes to use the amount available in his Player Account only for the Services offered on the Site. Participation in a game is done by placing a certain amount of money, equal to one of the proposed bets. The stakes and possible winnings are available in the game rules. The Player has a free choice of bets for each game.

The User agrees that each deposit must be wagered at least 10 times on the Games.

The Operator reserves the right to refuse any withdrawal if a User has made a deposit with no intention of playing. In addition, the Operator reserves the right to levy a 50% administration fee on consecutive withdrawals and deposits without wagering.

The User acknowledges that the Player Account is not a bank account and cannot be used as such. Therefore, any money linked to the Player Account does not earn any interest.

#### *3.4.1. Payment to the Operator*

Based on the information provided by the User when creating his Player Account, the Operator reserves the right to conduct a credit check, using third party financial institutions and payment services.

#### *3.4.2. Deposit and withdrawal of money*

Deposits and withdrawals cannot be made until the User's account has been validated by the Operator in accordance with Article 5 of these Terms and Conditions. The User must provide a photocopy of his/her valid identity card and a photocopy of his/her IBAN.

The Operator reserves the right to request any information or documents deemed necessary to validate deposits and withdrawals.

The Operator does not take any commission on deposits or withdrawals of money, regardless of the payment method used. On the other hand, depending on the payment method used or the account from which the withdrawal is requested, fees may be levied by the banking institution or the payment service company of the Operator or User. These costs will be taken into account by the User.

The Operator recommends that the User informs himself/herself about the possible transaction costs beforehand with his/her bank or payment service company

#### **a) Deposits**

As part of the Operator's efforts to promote responsible gambling and protect the Player, the Player is advised to set personal deposit limits for all games of chance played on the Site at any time.

To do so, the Player goes to the Player account settings where he/she has the ability to set deposit limits either permanently or for a predefined period. In the event of a change in a personal deposit limit by the Player, he is informed and accepts without reservation that he will only be able to play with an increased limit after the expiration, in accordance with legal provisions, of a period of 72 hours following such a request for change, if the Games Commission has not objected to this change. The deposit limit reduction is immediate.

Deposits made by bankcard, or any other payment method are made instantly.

The User undertakes to :

- o comply with the conditions of third party electronic payment methods and/or financial institutions.
- o not to use a payment method belonging to someone else.

If the Operator suspects that a User is not of legal age to participate in the games (21 years old), it will return all winnings to the User without delay. In addition, all winnings won by the User are confiscated until the User provides formal proof that he/she is indeed of the minimum legal age to participate in the games.

The minimum deposit is EUR 5,00 for Paypal users it will be EUR 10,00 and the maximum deposit is subject to legal conditions, thus pursuant to the Royal Decree of 25 October 2018 on the modalities of operation of games of chance operated by means of information society instruments, the Player is informed of the imposition of a legal deposit limit pursuant to the said Royal Decree and its subsequent amendments, preventing him from depositing more than EUR 200,00 per week on his player account.

pursuant to the said Royal Decree

#### **b) Withdrawals**

The minimum cash-out is :

- 15 EUR if the request is made to a Belgian account/paypal
- 15 EUR if the request is made to a foreign account

A collection request will be processed within 5 working days, unless they meet all the conditions allowing 'instant cashout'. In the latter case the withdrawal will be immediate. For further information, please contact [support@goldenpalace.be](mailto:support@goldenpalace.be) .

The User declares that he/she is aware that all financial transactions are subject to the usual banking delays.

It is important to specify that for Users with a bank account outside the SEPA zone, the bank fees that Golden Palace must pay to make a payment will be deducted from the amount of the User's winnings. The latter will also have to assume any fees imposed by their own bank to receive this payment.

Whenever fraud or identity theft is suspected, the Operator reserves the right to block or close a player account and/or not to make a payment as well as to take all legal measures deemed necessary and to communicate the file to the authorities. In the event of suspicion of fraud and in accordance with applicable anti-money laundering laws, the Operator may also communicate the file to the Authorities.

If the User is unable to provide a valid copy of an identity document or/or his bank card and, where applicable, proof of address corresponding exactly to the data recorded on his player account, Golden Palace will have the right to block the player account and refuse any payment.

## **Article 4 - Duration and Termination**

### **4.1. Duration**

These Terms and Conditions are valid for an indefinite period of time, until the User's Player Account is terminated in accordance with it.

The Operator reserves the right to terminate a User's Player Account at its sole discretion without notice or compensation if there is no activity on the Player Account for a period of 15 months.

However, after 12 months of inactivity, the player may receive an e-mail, to the e-mail address indicated in his profile, which will notify him that his player account will be closed due to inactivity. Once a further 3 months have elapsed and the account has thus remained inactive for a total of 15 months, it shall be automatically closed and the credits shall revert to the Operator.

## **4.2 Termination**

### **4.2.1. Closure of the Player Account by the Operator**

In addition to this, the Operator reserves the right to close the Player Account in particular in the following cases

- The Operator believes that the User has violated one or more of the provisions of these Terms and Conditions;
- In case of mere suspicion or observation by the Operator of fraud or unlawful activity by the User or attempted unlawful use of the Site, software or Services, including the use of another User's Player Account (even with the User's consent) or the use of stolen debit cards;
- In the event of any act of piracy or attempted illicit use of the Site;
- The User has attempted to use the prohibited assistance of artificial intelligence software when participating in online games;
- The User has not provided all the necessary documents to validate his Player Account;
- The information, documents or materials communicated to the Operator are incomplete or inaccurate;
- The conditions for registration are not/no longer fulfilled;
- The User is subject to a ban on gambling;
- In case of misuse of the account opening procedure ;
- In the event of non-compliance with the rules of the game and/or the promotion which are permanently accessible on the Site;
- Any acts or attempts of collusion between Users.

#### *4.2.2.1 Closure of the Player Account by the User*

The User has the possibility at any time to close his Player Account on the Site. The User will receive an email confirmation of the closure of his Player Account.

#### *4.2.2.2 Self-exclusion*

The closure provided for in article 4.2.2.1 is independent of the application for self-exclusion which may be submitted to the Gaming Commission and which will have an impact both on the gaming rooms/betting, casino and on the online sites. The User is recommended to fill in the self-exclusion form available on the Gaming Commission's website. Like the Gambling Commission, the Operator supports and promotes Responsible Gaming. It is for this reason that we believe that a self-exclusion should be requested centrally from the Gambling Commission and not just from one Operator. Exclusion forms can be found on the Gambling Commission's website: [www.gamingcommission.be](http://www.gamingcommission.be), at the top left of the menu displayed by clicking on the tab "Player Protection", followed by "Banning" and clicking on "<https://gamingcommission.be/en/protection-of-players/access-ban/voluntary-request>".

In addition, each Player has the possibility to request a break, to self-exclude for a period of 6 months or even to request a permanent self-exclusion from the Site by making an explicit request via [support@goldenpalace.be](mailto:support@goldenpalace.be).



### **4.2.3. Consequences of termination of the Player Account**

In the event that a Player Account is closed in accordance with Article 4.2.1 of the General Terms and Conditions, the Operator shall have a right of retention over the sums in the Player Account in order to collect any administrative costs and damages owed by the User.

Following termination, for whatever reason, the User agrees to:

- o stop using the Services;
- o destroy all documents in its possession, custody, power or control.

The Parties shall have no further obligations to each other, except as otherwise provided in these Terms and Conditions, and subject to their rights and obligations expressly accepted prior to termination.

For all the situations described under 4.2, except the one in 4.2.2.2, involving the Gambling Commission, if the User's Player Account has less than €50.00 the User must request payment from customer support at the same time as the request to close the account. If the User's Player Account contains more than €50.00, the User can request payment himself/herself.

In case the User has applied to the Gaming Commission for self-exclusion, the User must contact customer support who will handle the payment request.

## **Article 5 - Origin of funds**

The User guarantees to the Operator that the funds used to play on the Site do not come from illegal sources.

The User agrees not to use the Services for the purpose of transferring funds or conducting any fraudulent or unlawful activity, or any prohibited transaction (including money laundering), in accordance with the laws of the jurisdictions to which it is subject.

## **Article 6-Liability**

### **6.1. Availability of the Site and Services**

The Operator makes every effort to ensure the availability of the Site and its services 24 hours a day, 7 days a week. However, it may happen that access to the Site and its Services is interrupted during maintenance work, updating of equipment or programs, urgent repairs to the Site or following circumstances beyond the control of the Operator (for example, failure of telecommunications links and equipment). In this case, the Operator cannot be held responsible.

Similarly, the Operator reserves the right to interrupt or suspend any or all of the Games, or Services offered on the Website at any time and without notice, without having to provide any justification. In this case, the Operator shall not be held liable in any way, and Users shall not be entitled to claim any compensation of any kind.

The Operator shall not be held liable if, for reasons beyond its control, one or more of the Games or Services are modified, delayed or cancelled.

The Operator does not warrant that defects, if any, on the Site will be corrected

### **6.2. The Operator shall not be held responsible in any way (non-exhaustive list):**

- o consequential or incidental damages including, but not limited to, lost profits, loss of opportunity, cost of obtaining a replacement Service or technology;
- o the transmission and/or reception of any data and/or information on the internet;
- o any malfunction of the Internet network disrupting the progress and/or operation of one or more Games offered on the Site;
- o failure of receiving equipment or communication lines;
- o the consequences of computer viruses or bugs, malfunctions or technical failures;
- o any technical, hardware or software failure of any kind that prevents or limits participation in any of the games offered on the Site or that damages the User's computer equipment;
- o difficulties or impossibilities for the User to connect to the Internet;
- o in case of bankruptcy of banks or other third parties with which the Operator works for the operation of the Site;
- o if additional bank charges are levied on the User depending on the payment method chosen in case of a deposit;
- o in the event of a payment being made into a User's bank account which has been hacked;
- o fraudulent use of stolen bank cards, whether or not the theft has been reported by the cardholder;
- o the consequences of not personalizing the User's password;
- o the prejudicial consequences for the User resulting from the illicit, fraudulent or abusive use of his/her Connection Details and access to the Site by a third party not expressly authorised by the User

### 6.3. Force majeure

The Operator shall not be held liable in the event of force majeure or any other event beyond its control preventing the provision of its Services under conditions that comply with the provisions of these General Conditions.

It is the responsibility of each User to take all necessary measures to protect their data and/or programs stored on their computer equipment from any attack (viruses, spam, Trojan horses, bugs etc.).

### 6.4. Hyperlinks to third party sites

All links to the home page or any of the internet pages of the Site may not be established without the prior written consent of Golden Palace and provided that the words "Golden Palace - Goldenpalacedice " or any other equivalent or more precise wording is clearly indicated on the link or close to it. This authorisation shall not apply to websites disseminating information of an illicit, violent, controversial, pornographic or xenophobic nature or which may offend the sensibilities of the majority of people.

Authorisation for the establishment of the links referred to in this article must be requested from the following address: [support@goldenpalace.be](mailto:support@goldenpalace.be) . The request must mention the address of the page (URL) where the link will appear on the third party site.

Inclusions and use of frames: Any use or reproduction, even partial, of one of the elements of the Website within a third party website by means of so-called inclusion processes, frames, d'inlining or any other process of a similar nature is strictly prohibited.

Links on the Site: The Site contains links to third party websites or web pages. Such sites are provided solely for your convenience and information. The Operator is not responsible for the contents of any linked site, any site accessed through a link, or any changes or updates to

such sites, and the inclusion of any link does not imply endorsement by the Operator of the linked site or its contents.

Access to such websites is at your own risk and you acknowledge that such websites may be subject to terms of use and privacy provisions other than those applicable to this Site.

#### 6.5. Responsibility of the User

The User is solely responsible for, among other things

- o the storage, use and transmission of its Login Details;
- o the impossibility for him to access his account if he forgets his Login Information;
- o the content of the messages he/she posts in the Discussion Spaces;

#### 6.6. Guarantee

In the event that the Operator is held liable for a breach by the User of the obligations incumbent upon him pursuant to these General Terms and Conditions, legal provisions and regulations in force, the Operator may call upon the User to provide a guarantee.

## **Article 7- Intellectual Property**

" Golden Palace - Goldenpalacedice " are trademarks registered respectively with the European Patent and Trademark Office, so that any use by third parties of the same trademark or any other similar identifying sign that may lead to confusion as to its origin or ownership is expressly prohibited without the prior written consent of the Operator.

The websites [www.goldenpalace.be](http://www.goldenpalace.be) and [www.goldenpalacedice.be](http://www.goldenpalacedice.be) are domain names registered by Golden Palace. Third parties are prohibited from using these domains and the trademarks "Golden Palace - Goldenpalacedice " without the prior written consent of the owner, in connection with other Products or Services that are not those of the Operator, so as not to create confusion among our Users or discredit the Operator.

Golden Palace owns all rights in the content, design and source code of the Website including, but not limited to, photographs, images, text, logos, designs, trademarks, trade names and data on the Website.

The content of the Site is also considered to be computer software and, consequently, the Belgian and European Community legislation in force on copyright applies to it.

The reproduction of all or part of the Site, including by means of hypertext links, as well as all or part of its content without the prior, express and written authorisation of the Operator is expressly prohibited.

It is also strictly forbidden to copy, reproduce, adapt, modify, distribute, market, communicate to the public and/or undertake any other action that would result in a violation of the applicable national, community and/or international legislation on intellectual and/or industrial property, as well as to use the content of the Website without the prior express written authorization of the Operator.

The Operator informs you that it does not grant any license, right or authorization, explicit or implicit, on the intellectual and/or industrial property rights or any other right or property related, directly or indirectly, to the content of the Site, other than the right to view them on the screen when browsing the Site, which remain its exclusive property or the property of the third party that has granted the right to use them.

The User undertakes not to infringe, in any way whatsoever, the Operator's intellectual property rights and in particular not to reproduce, communicate, make use, even partially, of the Distinctive Signs or make use of all or part of the content of the software, games or the Site without the Operator's prior written consent.

## **Article 8-Modification and completeness of the General Conditions**

### **8.1 General**

In order to adapt to changes in the Site and/or its operation, the Operator reserves the right to unilaterally modify these Terms and Conditions and the rules relating to the games offered on the Site without prior notice.

In this case, the User may immediately indicate his refusal to be bound by these new provisions, after the publication of the notice of modification, which can be consulted freely on the Site.

The Operator shall make every effort to inform Users of any major changes to these Terms and Conditions. However, it is the User's responsibility to read these Terms and Conditions and to keep informed of any changes to the Terms and Conditions.

### **8.2 Changes to the General Conditions**

The Operator reserves the right to modify these Terms and Conditions, as well as all Services offered on the Site. The Operator undertakes to inform the User in advance of such changes by any procedure of its choice.

Any connection to the site by the User, after he has been informed of the modifications made to the services of the Site or to the General Conditions, constitutes acceptance of the modifications made.

The version of the General Terms and Conditions accepted by the User represents the entirety of the obligations between the Operator and the User with respect to the Services offered by the Operator. It supersedes any declaration, undertaking, oral or written communication, acceptance, contract and prior agreement relating to the provision of the Services by the Operator. By using the function provided by his browser, the User can access and print the General Conditions at any time.

## **Article 9 - Evidence**

The digitized records, kept under reasonable and reliable security conditions on the Operator's computer systems, shall be considered proof of the communications and results of the Games between the Operator and the User.

Consequently, it is agreed that, except in the case of obvious error, the Operator may rely on and be declared admissible in the event of legal proceedings, on the production of any act, fact or omission, programs, data, files, recordings and other elements (for example, monitoring reports or other declarations) in computer or electronic format or medium established, received and stored directly or indirectly by the Operator, in particular in the computer systems

## **Article 10- Ethical and responsible gaming**

The Operator invites the User to play in a moderate and responsible manner.

The Operator reminds the User that the increase in the duration and frequency of gambling/betting may lead to addiction or psychological fragility for/to some people. Addiction consists of an inappropriate, permanent and repeated practice of gambling. Pleasure is transformed into an irrepressible need to gamble, which can have disastrous consequences for the User and those close to him.

The User may consult the "**Responsible Gaming**" section accessible on all pages of the Operator's Site at any time. This section, consisting of four chapters, lists all the moderators available on the sites and provides advice in the context of the service set up to combat pathological and excessive gambling and the prevention of addiction. It also indicates the procedure to follow if the User wishes to register on the list of people banned from gambling and provides a list of associations specialising in the fight against gambling addiction. (<https://gamingcommission.be/en/protection-of-players>)

## **Article 11- Miscellaneous**

### 11.1. Invalidity of a clause

If any provision or provisions of these Terms and Conditions are held to be invalid or unenforceable for any reason, the Operator shall amend such provision or provisions only to the extent necessary to make it enforceable. If one or more provisions of these General Terms and Conditions are declared null and void, the other articles shall retain their full force and scope.

### 11.2 Transferability of the Contract

The User's rights and obligations may not be transferred to a third party without the Operator's prior written consent. The Operator is entitled to sell the Site or all or part of the Game Services without the User's prior consent.

### 11.3. Non-Waiver

The fact that the Operator does not invoke a provision of these General Terms and Conditions shall not be construed as a waiver of the subsequent use of the same provision.

### 11.4 Complaints Procedure

For any complaint, the User can either go directly to the Site under the "**Support**" tab or send a separate email to [support@goldenpalace.be](mailto:support@goldenpalace.be)

The User who wishes to send a request for information or lodge a complaint in relation to an online gambling site may contact the Gambling Commission, mentioning at least his surname, first name and date of birth, by email to [info@gamingcommission.be](mailto:info@gamingcommission.be) or by post to Gambling Commission, Information Office Cantersteen 47, 1000 Brussels.

Each User may also request to transfer any complaint to the Gaming Commission. The Gaming Commission may itself request to receive the complaint. The complaints procedure under this article 12.4 is permanently available to the User.

### 11.5. Applicable law and jurisdiction

Except in the case of mandatory provisions of the legislation of the country in which the User has his habitual residence, the execution and interpretation of these terms and conditions and the relationship between the parties are subject to Belgian legislation. In the event of a dispute between the Operator and the User and in the event of failure to resolve the dispute amicably within 14 days of its notification by one of the Parties, the Belgian courts and tribunals of the judicial district of Brussels shall have sole jurisdiction to hear any dispute concerning the application or interpretation of these General Conditions

### 11.6. Archiving and evidence

The files, data and documents, kept by the Operator, in accordance with its data protection policy on computer media in the Operator's computer systems under reasonable security conditions, shall be considered as evidence of the communications and results of the games made between the Player and the Operator. The Operator shall retain the written record of any agreement between the Operator and a Player to use the Operator's services electronically without making such documents available to third parties. In case of discrepancies between the result of a game presented on the Site and the result recorded, directly or indirectly by the Operator, in particular on its computer server through the Software, the result recorded by the Operator shall always prevail

## **Article 12 - Notice of Fraudulent Practices**

The Games and Services are available exclusively on the Website.

The Operator informs its Users of the possibility that third parties may attempt to fraudulently impersonate the Operator in order to obtain Users' personal data and to carry out unlawful activities.

For the benefit of the User, a list of fraudulent practices that are sometimes carried out by such subjects is provided below:

- Attempting to register domains similar to the Operator's by copying the logo and appearance of the Operator's Website in order to confuse and mislead the User.
- Send an e-mail to the User, pretending to be the Operator and asking the User to click on a link in the e-mail.
- Posting promotions on Social Networks posing as the Operator and asking you to enter a set of personal data or click on a link to enter a prize draw for example.

This type of practice is known as phishing and aims to illegally obtain User data (e.g. passwords or credit card numbers).

To avoid becoming a victim of these practices, it is important that the User :

- Accesses only the Operator's official website.
- Accesses only the Operator's official website.
- Ignores emails or links in Social Networks where you are asked to click on a link and enter personal information.

Furthermore, the Operator warns the User that it could be possible during the Games, pop-up messages may appear in which, through the fraudulent use of the Operator's trade name and brand, the User is invited to fill in a questionnaire in exchange for a gift or gift voucher of a certain value. These are not promotions by the Operator and the gifts indicated do not exist.

In the circumstances described above, the User must take the utmost care and report such behaviour to the Operator immediately. The telephone number and e-mail address for contacting the Operator for this purpose are available on the Operator's Website.

The Operator provides the above information to inform and educate, but this information does not imply professional advice.

The Operator shall not be liable for any fraudulent use of the Operator's trademark by third parties.

Likewise, the Operator warns its Users that it is not in a position to control the programs or files that may be placed on the User's computer while browsing the Internet, and recommends that the User take the necessary preventive and security measures (such as installing antivirus software and taking constant care of security updates), so that the User is protected against possible attacks by third parties. If the User is aware of any fraudulent actions, he/she may contact the Operator and attempt to take the necessary measures indicated in this regard.

### **Article 13- Free competitions offered by the Operator**

The Operator reserves the right to organise one or more competitions reserved for Users and undertakes to comply with the compulsory provisions applicable on Belgian territory.

Each competition will be subject to specific rules (hereinafter: "the Rules"), which are available free of charge online on the Site.

The conditions of participation in the competition, including in particular the opening and closing dates, the nature and value of the prizes to be won, and the rules for awarding the prizes to the User, shall be specified in detail in the Rules and laid down on a case-by-case basis by the Operator.

### **Article 14 - Data and Cookie Policy :**

The [Data Protection Policy](#) and the [Cookies Policy](#) are published on the Site and are applicable to any use that the User and/or Visitor makes of the Site. We recommend that the User and/or Visitor read these policies carefully in order to know their rights and obligations.