



## RULES

The following rules (referred to as "Terms and Conditions") form the basis of your participation in The One: Your Experience Card® program ("Club One", "Program" or "Club One Program"). These Terms and Conditions govern your participation in the Program. You also agree to provide personal information in exchange for participation in Club One. It is your responsibility to read these Terms and Conditions so that you understand the Program's rules and benefits and your responsibilities under the Program. Your enrollment as a Member of Club One and/or the use of your Club One rewards constitutes your acknowledgement and acceptance of, and agreement to the following Terms and Conditions.

### Club One Enrollment

1. The Club One Program is exclusive to Circa Hospitality Group LLC and certain of its affiliated entities and subsidiary gaming properties including Circa Resort & Casino, the D Las Vegas, and Golden Gate Hotel & Casino (collectively "Circa Hospitality Group").
2. Club One Membership is generally available to anyone twenty-one (21) years of age or older, subject to applicable law and Club One company policies and procedures. To enroll, you must have a valid government-issued photo identification. Acceptable forms of photo identification are as follows: state-issued driver's license, state-issued ID card, government-issued passport, military ID, or a government-issued green card. Photocopies and expired identifications in any form will not be accepted.
3. Persons enrolling in Club One may hold only one account in the Club One Program at any given time (each enrollee is a "Member"). Members may not hold multiple accounts and must be an individual person, not a corporation, limited liability company, partnership, or other entity.
4. By enrolling in the Club One Program and/or using your Club One Card, Members consent to, and agree that any information provided and/or collected in connection with the Club One Program is subject to the terms of the Club One Rules & Regulations (available at clubone.vegas) and consent to the sharing of their personal and other information with casinos, resorts, properties, hotels, parent companies, subsidiaries, affiliates and partners of Circa Hospitality Group LLC including its Circa Sports affiliates. Information provided by you, about you and/or related to your participation in the Club One Program will be used to set-up, administer, and/or maintain the Program and your Program account, including providing and/or offering benefits and rewards to you. Subject to applicable legal requirements, Members also consent to receiving promotional and informational communications in all forms. Members may opt-out of receiving marketing emails and marketing direct mail communications from (and/or opt-out of the sharing of personal information for such marketing with) Club One by contacting Club One Member Services or accessing their online Club One account to update/modify such preferences.
5. Upon enrollment, Members are responsible for selecting a confidential personal identification number ("PIN") to create and access their account. Members must keep their PIN and account secure. Each Member is responsible for all transactions on his/her account when his/her confidential PIN is used.
6. A PIN number may only be changed or reset at the Club One desk with valid identification.
7. To establish, maintain, and safeguard each Member's account, an identification image will be electronically captured.

8. Anyone who selects or participates in a self-exclusion program is not eligible for membership in the Club One Program.

9. Patrons of a Circa Hospitality Group property who are, or become, trespassed or barred from access to such properties are not eligible or permitted to participate in the Club One Program.

### Club One Card Usage and Benefits

10. The benefits of the Club One Program are solely for the use of the Club One Member listed on the account.
11. A Club One Member may not allow any other person to use his or her Club One Card or access his or her account.
12. Club One is not responsible for any unauthorized activity based on misuse by any authorized or unauthorized person(s).
13. Club One Program Members may earn credits ("Tier Credits") toward Tier status, consisting of three Tier levels defined as follows: Gambler (0–5,999 points), Maverick (6,000–29,999 points), and Legend (30,000 points and above).
14. Members may advance to higher tier levels within a tier year based on the number of Tier Credits earned during that period.
15. The earning period for Club One Tier Credits is January 2 to January 1 each year. Tier Credits a Member earned in the prior earning period expire at the end of the day on January 1.
16. Tier Points reset to zero at the start of each Tier Year for requalification purposes.
17. Gaming Tier Credits are earned from tracked play on slot machines (including video reel, reel slot, video keno, video blackjack, video poker play), live keno, and live tables.
18. Members earn one (1) Tier Credit for every five dollars (\$5.00) of wagering on video and reel slots, and one (1) Tier Credit for every ten dollars (\$10.00) of wagering on video poker machines played at Circa Hospitality Group properties.
19. Tier Credits may be earned from qualified retail spending at participating outlets at Circa Hospitality Group properties. The participating outlets include hotels, restaurants, bars, and retail shops. (A list of participating outlets is available at the Club One desk).
20. It is the responsibility of the Member to provide their Club One card to the participating outlet prior to settling a qualifying purchase to receive Tier Credits.
21. Tier credits have no cash value and cannot be redeemed for slot free play, Comp Dollars, or any other offer.
22. Club One Tier Credits are used solely to determine a Member's tier status and associated benefits.

23. Tier status does not determine the offers a Member may receive. Tier matching is limited to one redemption per account.

24. If a Member purchases and subsequently returns merchandise, Club One reserves the right to deduct from the Member's Tier Credits the number of Tier Credits awarded for the purchase.

25. Tier Credits cannot be earned on taxes, tips, service charges, or comps.

26. Tier Credits may be automatically applied when hotel bookings are made directly through the reservations department and properly linked to the Member's Club One account.

27. After check-out, Members may submit a copy of their folio or receipt to claim Tier Credits for a recent hotel stay that was not linked to their Club One account at the time. Requests may be submitted via email to clubone@thed.com or presented in person at the Club One desk to claim Tier Credits.

28. All Tier benefits are subject to availability and Club One discretion. Additional terms and conditions may apply to a specific benefit.

29. Members may also earn "Slot Points" using his/her Club One card. Players earn one (1) Slot Point for every five dollars (\$5.00) of wagering on video and reel slots, and one (1) Slot Point for every ten dollars (\$10.00) of wagering on video poker machines played at Circa Hospitality Group properties.

30. Earned Slot Points may only be redeemed for slot free play. Activities that earn Tier Credits do not guarantee earned Slot Points. No Slot Points are earned on slot free play, promotional chips, or promotional vouchers. Club One Slot Points cannot be earned on live table games or electronic table games, live keno, and race and sports betting.

31. One hundred (100) Slot Points is equivalent to one dollar (\$1.00) in slot free play. A valid Club One PIN is required for use.

32. It is the responsibility of the Member to ensure his/her Club One card is inserted properly into the slot machine and the player account is correct and properly functioning during play to accumulate Tier Credits, Slot Points, and Comp Dollars.

33. Any Tier Credit or Slot Point discrepancy must be reported to a Club One team member and will only be honored on the day the incident occurs.

34. Members may also earn "Comp Dollars" using his/her Club One card on slot machines, video poker/keno machines, table games, live keno, and by placing sports wagers through Circa Sports.

35. Club One Comp Dollars earned through Member play are subject to tier-based maximums: Gambler/Maverick – Max \$10,000 · Legend – Max \$20,000. Once a member reaches their tier limit, no additional Comp Dollars will accrue during gameplay.

36. Earned Comp Dollars are valid and may be redeemed at select restaurants, bars, restaurants, hotel venues and gift shops throughout Circa Hospitality Group properties. Participation and availability are subject to change at any time.

37. Patrons must present valid photo identification along with their Club One card at all participating restaurants and outlets to redeem

food offers or Comps Dollars.

38. Monthly offers earned through onsite gaming are valid for hotel stays, select restaurants and bars, and designated slot machines and live table games (including Blackjack, Craps, Roulette, etc.)

39. Purchases made using monthly offers or Comps Dollars do not qualify to earn Tier Credits.

40. Club One members are responsible to pay for all applicable fees, and taxes required by law, including but not limited to those related to purchases made with Comp Dollars, food offers, promotions, and giveaways.

41. Unredeemed Club One Slot Points, and Comp Dollars expire after 13 months of account inactivity.

42. Circa Hospitality Group reserves the right to adjust any Slot Points, Comp Dollars, and Tier Credits resulting from malfunctions, fraudulent activity, and/or card misuse.

43. Participating outlets and partner restaurants eligible for offer or Comp Dollar redemption are subject to change without notice.

44. Any rule or procedure relating to the Club One Program may be changed, modified, or cancelled by Circa Hospitality Group at any time in its sole discretion without prior notification.

45. Circa Hospitality Group management reserves the right to deny, revoke, or exclude Club One membership and modify, replace, void, or withdraw any offer or benefits at any time without notice, including tier status, mailers, vouchers, coupons, and/or invitations.

46. Employees of Circa Hospitality Group, including all affiliated and subsidiary properties, may be excluded from participation in specific or selected Club One promotions, offers, benefits, or incentives, as determined by management. This exclusion may also apply to the employee's immediate family members and any individuals residing in the same household.

47. Membership benefits are not transferable and may not be combined with any other Club One programs, promotions, offers, or patron.

#### **Club One Program Conditions**

48. Club One Members acknowledge and agree that Club One membership and its benefits are provided at the discretion of management. Management reserves the right to unilaterally change, amend, suspend, cancel, or terminate any aspect of the Club One Program, its benefits and/or its Terms and Conditions in whole or in part, at any time, with or without notice for any or no reason. This means that management in its sole discretion may at any time, among other things, (1) amend, modify or withdraw any of the Club One Program Terms and Conditions, (2) cancel, revoke, forfeit or change any Member's membership status, including Tier Level, Tier Credits, Slot Points, Comp Dollars, among other benefits, programs or promotions, (3) change or adjust the amount or value of accumulated or future Comp Dollars, Tier Credits, Slot Points, and/or (4) forfeit any Club One balances not yet redeemed for reasons management deems appropriate. Management may make one or more of these changes at any time even though such changes may affect a Member's Comp Dollars, Slot Points, Tier Credits.

Management will make reasonable efforts to notify Club One Members of Program changes that may adversely alter, diminish, forfeit, or terminate Members' benefits at least thirty (30) days prior to the effective date of such changes.

49. The Club One Program is not responsible for products or services offered by third parties that may participate in benefits, offers or special promotions provided to Members.

50. Any Member who is trespassed or permanently excluded from any Circa Hospitality Group property will have their Club One membership immediately revoked. Upon revocation, all unused, unredeemed, or outstanding Club One points, tier credits, offers, benefits, and rewards shall be immediately forfeited and will have redemption value.

51. Additional offers or exclusions may apply and may be adjusted at any time. For the most current information, please visit a Club One desk at the D Las Vegas, Golden Gate Hotel & Casino, or Circa Resort & Casino. A list of participating locations is available upon request.

### **No Class or Collective Actions or Arbitrations**

PLEASE READ THIS SECTION CAREFULLY—IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

52. All Members agree with Circa Hospitality Group to resolve any and all controversies, claims or disputes arising out of or relating to their membership in Club One only through binding arbitration (the "Arbitrable Claims"). Except for (1) claims submitted to small claims court and (2) claims that relate to gaming debts, or that fall within the exclusive jurisdiction of the relevant state's gaming board, commission, or similar body, any dispute, claim or controversy arising out of or relating to the Club One Program; these Terms or Conditions; any Member activity at any Circa Hospitality Group property; any products or services provided by Circa Hospitality Group or that a Member receives from Circa Hospitality Group, including the determination of the scope or applicability of this Arbitration agreement, shall be determined by binding arbitration before one neutral arbitrator in Clark County, Nevada unless JAMS Rules require another location. Also, the parties may agree or the arbitrator may decide to conduct the arbitration over the telephone, using video conferencing, or other remote technology.

53. The Members and Circa Hospitality Group agree to arbitrate all Arbitrable Claims solely on an individual basis. This Agreement does not permit class arbitration or any claims brought as a plaintiff or class member in any class or representative arbitration proceeding. Each party hereto waives any right to seek relief in arbitration on behalf of any other Member. Neither party hereto shall (and neither Party hereto has the right or authority to) arbitrate any Arbitrable Claim on a class action or other collective basis. The arbitrator has no authority to consolidate more than one claim of a party hereto, or to otherwise preside over any form of a representative or class proceeding.

54. The arbitrator must issue a reasoned decision within 30 days of the close of the arbitration hearing and must include written findings of fact and conclusions of law reflecting the appropriate substantive law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof in the State of Nevada.

The arbitrator will have no authority to (A) change or modify any provision of this Agreement, (B) award punitive damages or any other damages not measured by the prevailing party's actual damages or (C) make any ruling, finding or award that does not conform to these Terms and Conditions.

55. With respect to any Arbitrable Claim, each party hereto shall bear all of its own attorneys' fees, costs and expenses of arbitration and one-half of the costs of the arbitrator.

56. The Federal Arbitration Act ("FAA") applies to this agreement to arbitrate. In particular, the FAA applies even if a choice of law principle would result in application of a different law. No provision of this Agreement to Arbitrate will be interpreted to preclude application of the FAA. If a court nevertheless concludes for any reason that the FAA does not apply, then the laws of the State of Nevada shall govern this Agreement to Arbitrate and no effect shall be given to any Nevada choice of law or conflict of law rules or provisions that would cause the application of the laws of any other state.

### **Waiver of Jury Trial**

57. Member and Circa Hospitality Group agree to waive their right to a trial by jury for all claims in arbitration. In addition, if for any reason a claim proceeds in court rather than through arbitration, each Member and Circa Hospitality Group agree that there will not be a jury trial except as to any specific claims for which applicable law provides for a non-waivable right to a jury trial. Each Member and Circa Hospitality Group unconditionally waive, to the maximum extent permitted by applicable law, any right to trial by jury for any dispute, claim or controversy arising out of or relating to the Club One Program; these Terms or Conditions; any Member activity at any Circa Hospitality Group property; any products or services provided by Circa Hospitality Group or that a Member receives from Circa Hospitality Group; any advertising for any such products or services; any efforts to collect amounts a Member may owe Circa Hospitality Group for such products or services; any dispute with any Circa Hospitality Group employees, agents, independent contractors, or vendors; and the breach, termination, enforcement, interpretation, or validity of the Club One Program Terms and Conditions, including the determination of the scope or applicability of this Agreement to Arbitrate. In the event of litigation, this paragraph may be filed to show a written consent to a trial by the court.

### **Governing Law**

58. The laws of the State of Nevada shall govern the validity, construction and interpretation of the Terms and Conditions of the Club One Program. No effect shall be given to any Nevada choice of law or conflict of law rules or provisions that would cause the application of the laws of any other state.

When the Fun Stops® gaming problems are taken very seriously, if you feel there is a concern while playing, please visit Club One for available documentation or call 1-800-GAMBLER.

