

# VORTEX GAMING CARD TERMS AND CONDITIONS

## 1. INTRODUCTION

- 1.1 By registering for, purchasing or otherwise acquiring a Vortex Gaming Card You agree to abide by and be bound by these terms and conditions as amended and updated from time to time (the “**Terms**”).
- 1.2 A Vortex Gaming Card is provided by Us and is only valid in Vortex Premises.
- 1.3 These Terms are in addition to any other terms and conditions of use, including those displayed on the Vortex Website.

## 2. DEFINITIONS AND INTERPRETATION

### 2.1 The following words shall have the following meanings in these Terms:

**“Intellectual Property Rights” / “IPR”** means patents, rights to inventions, copyright and related rights, trademarks, service marks, trade names, domain names, rights in get-up, goodwill and the right to sue for passing off and unfair competition, rights in designs, rights in computer software, database rights, and including all applications for and rights to be granted, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in future in any part of the world.

**“Vortex Gaming Card”** means any card issued on Vortex Premises that enables users to play the games machines located on Vortex Premises, and that stores Vortex Gaming Credit and Vortex Gaming Ticket balances.

**“Vortex Gaming Credits”** means notional credits that are purchased that can be used to play any of the games machines located on Vortex Premises. Different games require different amounts of Vortex Gaming Credits.

**“Vortex Gaming Promotional Credits”** means promotional credits added to any Vortex Gaming Card during any designated promotional period. Vortex Gaming Promotional Credits may expire at the conclusion of promotional periods and will not be able to be utilised outside of any applicable redemption window. They can be removed at Our discretion at any time.

**“Vortex Gaming Ticket”** means tickets that are dispensed from some games or ticket machines located on Vortex Premises. Vortex Gaming Ticket balances can be stored on a Vortex Gaming Card. Vortex Gaming Ticket balances can be redeemed at the prize hub or counters in Vortex Premises in exchange for prizes.

**“Vortex Premises”** means premises at Resorts World Birmingham being operated as ‘Vortex Gaming’ and ‘Pixel by Vortex’.

**“Vortex Website”** means <https://www.resortsworldbirmingham.co.uk/entertainment/vortex-gaming> and any of Our other websites accessed by You from time to time.

**“We”, “Us”, or “Our”** means Genting Solihull Limited a company incorporated in England and Wales (company number 06601106), VAT registration 948206214, whose registered office is located at Genting Club Star City, Watson Road, Birmingham, B7 5SA, trading as “Vortex Gaming” and “Pixel by Vortex”

References to **‘We’, ‘Us’ or ‘Our’** in these Terms and conditions also include our group companies from time to time including :Genting Casinos UK Limited (incorporated in England and Wales, company number 01519689); Genting Berhad Sdn (registered on the Malaysia Bursa, Reg. No. 7916-A); Genting Hong Kong Limited (registered on the Hong Kong Stock Exchange, SEHK:0678); and their subsidiary companies, jointly controlled entities and associated companies.

**“You” or “Your”** means the person registering for or otherwise acquiring a Vortex Gaming Card, or the person accessing the Vortex Website or its content.

### **3. VORTEX GAMING CARD/CREDITS**

#### REGISTRATION

- 3.1 Vortex Gaming Cards can be registered at the counter at Vortex Premises, or at a kiosk at Vortex Premises.
- 3.2 When registering for a Vortex Gaming Card You will be asked to confirm that we may send You offers which we think will be of interest to You. You may opt-out of the receipt of marketing communications from us at any time.

#### PURCHASE

- 3.1 A Vortex Gaming Card can be obtained for free by:
  - 3.1.1 Visiting at Vortex Premises when purchasing Vortex Gaming Credits;
  - 3.1.2 purchasing Vortex Gaming Credits at the counter at Vortex Premises;
  - 3.1.3 purchasing Vortex Gaming Credits at a kiosk at Vortex Premises.
- 3.2 Vortex Gaming Cards can be reloaded with Vortex Gaming Credits at the counter or at a kiosk at Vortex Premises.
- 3.3 Minimum transaction amounts may apply to the purchase of Vortex Gaming Credits.
- 3.4 Vortex Gaming Cards and Vortex Gaming Credits are non-refundable and non-redeemable.

#### BALANCE

- 3.5 Vortex Gaming Credit balances will be shown each time a Vortex Gaming Card is used.

3.6 Vortex Gaming Credit balances can also be checked at any time at the counter, at a kiosk, or at a ticket redemption machine at Vortex Premises

#### OPERATION AND USE

3.7 Vortex Gaming Cards are required to activate all games in Vortex Premises. Each game has an electronic Vortex Gaming Card reader attached to it.

3.8 You may use Vortex Gaming Credits to play all games by tapping the card on the card reader of the desired machine. Vortex Gaming Credits appropriate to the cost of play will be deducted from the Vortex Gaming Card and Your remaining balance will be displayed on the machine.

3.9 The Vortex Gaming Credit price to play will be displayed on each machine and will vary in value for each machine depending on the type of machine. We reserve the right to vary the price to play any game at any time without notice.

3.10 In some instances, using a Vortex Gaming Card to add further Vortex Gaming Credits will not be permitted until the current game has concluded.

3.11 Where there is an insufficient balance of Vortex Gaming Credits to play a particular game, participation will not be permitted.

3.12 In instances where a Vortex Gaming Card holds Vortex Gaming Promotional Credits, deduction of Vortex Gaming Promotional Credits is prioritised over the deduction of all other Vortex Gaming Credits. You will have no ability to control the order of use of Vortex Gaming/Promotional Credits.

#### CANCELLATION / EXPIRY

3.13 We may suspend or cancel Vortex Gaming Cards at any time without notice.

3.14 Suspension or cancelation is at Our sole discretion and may be as a result of: breach of the terms of use of a machine; machine interference; any fraudulent, improper or collusive play; or any breach of these Terms.

3.15 All Vortex Gaming Cards will expire after a period of 12 calendar months of non-use.

3.16 Where suspension, cancellation or expiration occurs, all outstanding Vortex Gaming Credits and Vortex Gaming Ticket balances will be forfeit and no reimbursement or compensation will be provided by Us under any circumstances.

3.17 We accept no liability for suspended, cancelled or expired Vortex Gaming Cards.

#### Balance Errors/Discrepancies

3.18 We retain the right to alter, amend or correct any Vortex Gaming Credit or Ticket balance in the event of any error or discrepancy We identify.

3.19 If You have any queries or concerns about Your Vortex Gaming Credit or Ticket balance You must notify Us of this at the counter at Vortex Premises within 30 days of any disputed transaction. We will investigate any notified issue and provide You with an update within 30 days of notification of the dispute. Absent any manifest error on Our part, data and results retained by each machine shall be determinative.

#### LOSS OR DAMAGE

3.20 Vortex Gaming is not responsible for the loss, theft or damage of any Vortex Gaming Card.

3.21 It is Your responsibility to keep Your Vortex Gaming Card safe. We accept no liability for any misuse of Vortex Gaming Cards by any third party resulting from any unsafe practices.

3.22 It is Your responsibility to notify Us if Your Vortex Gaming Card is lost or stolen.

3.23 Resale or other transfer of Vortex Gaming Cards, Vortex Gaming Credits or Vortex Gaming Tickets is not permitted and will be a breach of these Terms.

#### **4. DATA**

4.1 All data provided by You to Us will be collected and processed as set out in Our Privacy Policy that is available at <https://www.resortsworldbirmingham.co.uk/>

#### **5. VORTEX GAMING TICKETS**

5.1 Some games in Vortex Premises will dispense Vortex Gaming Tickets. Vortex Gaming Tickets can be redeemed for prizes at the counter.

5.2 Each Vortex Gaming Ticket has the value of one (1).

5.3 Vortex Gaming Tickets do not have any cash value and may not be transferred, refunded, or exchanged.

5.4 Vortex Gaming Tickets must be transferred to a Vortex Gaming Card before they can be redeemed. This is done by using a ticket redemption machine.

5.5 Vortex Gaming Tickets that are damaged or defaced in any way, appear to be counterfeit, or were not dispensed at Vortex Premises, will not be accepted by Vortex Gaming, and may be confiscated.

5.6 Vortex Gaming Ticket balances can be retained on a Vortex Gaming Card and redeemed at a later date if so required, provided that the Vortex Gaming Card has not expired in line with clause 3.16.

5.7 On redemption, the Vortex Gaming Ticket balance will be reduced according to the number of tickets required for the requisite prize. Any unredeemed balance will be retained on the Vortex Gaming Card for future use, provided that the Vortex Gaming Card has not expired in line with clause 3.16.

5.8 Vortex Gaming Ticket balances can be checked at any time at the counter, at a kiosk, or at a ticket redemption machine at Vortex Premises.

## **6. WARRANTIES, LIMITATION OF LIABILITY AND OTHER IMPORTANT TERMS**

6.1 You warrant that the information that You provide to Us to register (and thereafter) is and remains accurate and complete, and that You will notify Us about any changes of Your registered information in a timely manner.

6.2 Your use of a Vortex Gaming Card within Vortex Premises is solely at Your own risk.

6.3 We endeavour to provide a good quality virtual gaming experience to customers at Vortex Premises at all times. However, from time-to-time things may go wrong with Our service and You may not be 100% satisfied with the service You receive. If that is the case, please speak to a member of staff at Vortex Premises at first instance and We will try and resolve any valid complaint. In the event that You do have a valid complaint then We may agree to reperform the service in question for You, or refund (or agree to reduce) any sums (if any) specifically affected by, or which are the subject of Your complaint. In any event (whether We agree a reduction, refund or not in any specific or non-merited case) You agree that We can only be responsible for issues (including any legal claims and liabilities as applicable) arising directly from the services performed by Us. You also agree that Our maximum liability to You for any complaint or claim arising from services provided to You shall (other than as outlined below [at 6.4]) be limited in all cases to the total value of the services provided to You.

6.4 We do not exclude or limit in any way Our liability to You where it would be unlawful to do so. This includes liability for: death or personal injury caused by Our negligence or the negligence of Our employees, agents, or subcontractors; fraud or fraudulent misrepresentation and breach of Your legal rights in relation to the services.

6.5 Other than as outlined in clause 6.3 or 6.4 Our maximum liability to You for any matter arising out of or in connection with Your purchase of a Vortex Gaming Card will be limited to the return of the value of the balance held on any Vortex Gaming Card.

6.6 Each of the numbered clauses in these Terms operates separately. If any court or relevant authority decides that any of the numbered clauses are unlawful, the remaining clauses will remain in force and in effect.

6.7 These Terms apply as between You and Us and no other person shall have any rights to enforce any of its terms.

6.8 These Terms are governed by English law, and You can bring legal proceedings in respect of the products in the English courts. If You live in Scotland, You can bring legal proceedings in either the Scottish or the English courts.