



GENERAL TERMS AND CONDITIONS

ONLINE CASINO



Grand Casino Luzern AG
Haldenstrasse 6
6006 Lucerne, Switzerland

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Version 2

GENERAL TERMS AND CONDITIONS FOR MYCASINO

Valid from 2 May 2023

Thank you for choosing mycasino!

You will find the most exciting range of games in Switzerland on our platform. These General Terms and Conditions (hereinafter referred to as "GTCs") describe the conditions under which you may use this platform.

By opening a player account, making use of the range of games on offer or logging into a player account, you accept these GTCs. Please therefore read the GTCs carefully.

The GTCs apply to all online casino games and online services (hereinafter referred to as the "games" or "range of games on offer") offered for the Swiss market by Grand Casino Luzern AG, Haldenstrasse 6, 6006 Lucerne, Switzerland (hereinafter referred to as "GCL" or "the Organiser") on the website mycasino.ch (hereinafter referred to as the "gaming platform").

The Organiser shall comply with Swiss legislation, particularly [Swiss laws and ordinances concerning gambling](#).

The Organiser reserves the right to modify the GTCs at any time. Modifications to the GTCs shall be announced in a suitable form. The current version of the GTCs that is valid at the time of use shall be legally binding.

1. OBJECT AND SCOPE

- 1.1. Grand Casino Luzern AG is a casino holding a concession in Switzerland (Concession A, number 326-12, dated 13 June 2002) and operates a gaming platform under Swiss law in accordance with the Swiss Federal Act on Gambling (Swiss Gambling Act), based on the **additional Concession** no. 326-12-01 dated 7 June 2019 granted by the Swiss Federal Council for the online operation of casino games.
- 1.2. Users (hereinafter referred to as "the Player(s)") may open a player account on the gaming platform, deposit balances into the player account, use the same balances to place bets on games and withdraw winnings or balances from the player account.
- 1.3. The GTCs shall apply to the use of the range of games on offer and the gaming platform services in Switzerland through the following distribution channels: www.mycasino.ch and its sub-domains, mobile applications, customer support provided by and for GCL (hereinafter referred to as "Customer Service"), online gaming servers operated by and for GCL, technical infrastructure operated by and for GCL as well as software and databases.
Issues that arise from the use of a) the Player's web-enabled end devices (e.g. PC, mobile telephone), b) third-party software for the representation and rendering of the content of the gaming platform (e.g. operating systems, web browsers), c) third-party app stores (e.g. Google Play, Apple Store) or d) the Player's internet connection to the range of games on offer and to the services of the gaming platform are not the object of the GTCs, since these services are not provided by the Organiser.
- 1.4. When using individual games on offer or services, the Player may be prompted by the Organiser to state again that they agree with the GTCs or game rules by clicking on an appropriate confirmation field, e.g. when opening their player account.

- 1.5. The privacy policy outlines why and for what purposes the Organiser collects and uses personal data. The [privacy policy](#) forms an integral part of these GTCs.

2. GENERAL INFORMATION

- 2.1. The Player may only use **the range of games** on offer if they have the capacity to act and are acting in their own name and on their own account.
- 2.2. The Player has the right to use **the range of games** on offer by betting their gaming balance according to the applicable game rules. The game rules can be viewed on the gaming platform. The range of games on offer includes casino games as per applicable legislation, such as slot machines, American roulette, blackjack and poker.
- 2.3. The Organiser reserves the right to adjust the range of games on offer and the game rules to demand and technical development at any time, taking the applicable legislation into account.
- 2.4. The Organiser can make access to certain games dependent on further requirements at any time (e.g. minimum number of games completed, proof of deposit for balances).
- 2.5. There is no legal entitlement to access the gaming platform and use the range of games on offer. The Organiser can deny the Player access at any time without stating reasons. The Player can be excluded from the game at any time without stating reasons (Art. 53 of the Swiss Gambling Act).
- 2.6. Access to the gaming platform may be permanently or temporarily restricted at any time for technical reasons (e.g. maintenance, repair or adjustment of the range of games on offer).

3. PLAYER ACCOUNT

- 3.1. Persons aged 18 and over (of legal age) who are resident in or have their habitual abode in Switzerland (Art. 47 of the Swiss Gambling Ordinance) and who are neither subject to a gaming suspension (Art. 80 of the Swiss Gambling Act) nor to a gaming ban (Art. 52 of the Swiss Gambling Act) are allowed to use the gaming platform as players. **In addition, the Organiser can refuse to open a player account without stating reasons.**
- 3.2. To open a player account, the Player must register their information completely and truthfully. The Organiser can open a temporary player account for a maximum period of 30 days.
- 3.3. The Player shall provide the Organiser with a valid email address and mobile number for electronic correspondence.
- 3.4. The Player undertakes to truthfully and verifiably provide the required personal details (first name, last name, date of birth, gender, nationality) in accordance with an official identification document (passport, identity card, driving licence) and their residential address (street, house number, postcode, town/city) in accordance with proof of residence (e.g. bank/postal account statement or electricity/water/landline bill).
- 3.5. The Organiser shall check the information that the Player provides about themselves and their residential address (Art. 49 of the Swiss Gambling Ordinance) and may, at any time, request corresponding proof from the Player (e.g. copy of an official identification document, copy of proof of residence that is no older than three months). The Organiser is also entitled to clarify the Player's identity and residential address by obtaining information from third parties (e.g. CRIF AG, Post CH AG, KYC Spider AG).

- 3.6. Only one player account may be opened per Player. The player account belongs to the Player personally, is not transferable and may not be surrendered to third parties for use. The access credentials (email address/user name, password) for the player account must be kept secret by the Player and protected against misuse by third parties. The Player shall bear all costs and consequences resulting from misuse of their access credentials by third parties.
- 3.7. In the event of any changes, the Player undertakes to adjust their email address immediately and to inform the Organiser without delay of any changes to their name, place of residence and payment account throughout the entire time the player account is open.
- 3.8. The Organiser may use the information in the player account to send messages to the Player (e.g. changes to the GTCs, password reset, payment account investigation). Such messages shall be deemed to have been legally delivered if they are delivered to the email address or residential address entered in the player account at the time of notification.
- 3.9. The Player may close their player account at any time. Closure is carried out by the Customer Service team.
- 3.10. The Organiser may deactivate the Player's access to the player account or close the player account at any time, particularly if the Player a) provides false information; b) fails to comply with the GTCs, the bonus regulations or game rules; c) misuses the gaming platform; d) is subject to a gaming suspension or a gaming ban; e) cannot be identified as the beneficial owner; f) fails to provide the requested proof of their personal details, residential address or financial circumstances; g) otherwise violates the law; or h) fails to update or communicate their details.
- 3.11. If the Organiser becomes aware that the holder of a temporary player account has not complied with **the requirements set down** in Article 52 of the Swiss Gambling Ordinance or with Section 3.1, any active balance shall be transferred to an account held in the Player's name. The maximum amount that shall be transferred is the total amount that the Player has deposited. Any surplus is transferred to the Swiss pension fund OASI.
- 3.12. The Organiser shall automatically close the player account according to Art. 51 of the Swiss Gambling Ordinance if it has been inactive for more than two years – particularly if it does not show any payment transactions or gaming transactions during this period. Any balance shall be transferred to a payment account held in the Player's name. If the Player's payment account details are invalid and the Organiser is unable to contact the Player despite making efforts to do so that are reasonable in proportion to the amount in question, the Organiser shall keep the balance available for the Player for two years. Once this period has elapsed, the balance shall be transferred to the Swiss pension fund OASI. **Any claims against the Organiser thereby lapse completely.**
- 3.13. In the event of **non-compliance** with Section "3. Player account", the Organiser reserves the right not to open the player account or to close it (Art. 51 of the Swiss Gambling Ordinance).

4. GAMING BALANCE AND WALLET

- 4.1. **The sole purpose of the player account is to enable the Player to participate in games. In particular, it must not be used to park money or to transfer it to third parties.** The player account is managed in Swiss francs (CHF) and is funded by the Player's deposits, winnings and conversions of free game credits. The bonus balance granted by the Organiser does not form part of the active balance (Art. 50 of the Swiss Gambling Ordinance).

- 4.2. The balance belongs to the Player personally, is not transferable and does not generate interest (Art. 69(4) of the Swiss Gambling Act).
- 4.3. If the amount of the balance is insufficient to place a bet, the Player cannot take part in the game. The balance cannot be negative – any granting of loans or advances is prohibited (Art. 75 of the Swiss Gambling Act).
- 4.4. As long as the player account is temporarily opened (see Section 3.2), the Player's deposits may not exceed CHF 1,000 and the Player may not withdraw their winnings (Art. 52 of the Swiss Gambling Ordinance).
- 4.5. The payment methods (deposit/payout) available to the Player, as well as the terms of payment, are published on the gaming platform and are available to the Player once they have logged into their player account. The Organiser accepts no liability for transfer errors or technical problems with the payment methods. In particular, the terms and conditions agreed upon between the Player and their payment method provider shall apply.
- 4.6. The Player may only pay money of which they are the beneficial owner into a player account. The Player may not deposit into their player account money that they know or believe to be the result of criminal or illegal activity, or with any means of payment over which they do not have a right of disposal. In the event of this regulation being violated, the Organiser shall be entitled and obligated to take the measures provided for in the anti-money laundering legislation.
- 4.7. The Player may, at any time (with the exception of Section 4.4), request that the active balance in the player account or part thereof be transferred to their payment account. Winnings and balances in the player account may only be transferred to a payment account held in the Player's name (Art. 50 of the Swiss Gambling Ordinance). As a rule, the balance is paid out within 2 business days. The Organiser is entitled to charge the Player for all costs and services connected with the withdrawals and to deduct the corresponding amounts from the balance in advance. In respect of withdrawal transactions, GCL is entitled at all times to request identification documents or other details again.**
- 4.8. At the Organiser's request, the Player undertakes to state the beneficial owner and detailed information and documentation about them and details of the origin of payment transactions in connection with the player account (the SFGB's Anti-Money Laundering Ordinance). **The Organiser has the right to request all information and evidence about the origin of the Player's financial means that the former deems necessary.** The Organiser reserves the right to report the facts and circumstances to the competent authorities (particularly in the case of intentionally false information being provided).
- 4.9. The Organiser may refuse a payment transaction (deposit/payout) if there are grounds to believe that the Player has fraudulent intentions or if the payment transaction otherwise violates the law.
- 4.10. The Organiser may, at its sole discretion, limit the maximum balance in the player account. It may transfer a balance that exceeds the maximum amount to a payment account held in the Player's name.
- 4.11. In the event of malfunctions and errors on the gaming platform, GCL is entitled to cancel all bets and transfer the original bet back to the Player.**
- 4.12. The Organiser can recall payments made in error at any time.**

5. BETS AND WINNINGS

- 5.1. Demo games, which can be played for free, are labelled accordingly. The demo game balance is not part of the game balance.
- 5.2. The Player's bets shall be deducted from the player account and winnings shall be credited to the player account.
- 5.3. Information about the way in which the bets are to be placed, the minimum and maximum bets and the possible winnings can be found in the respective game rules (Art. 30 of the FDJP Ordinance on Casinos).
- 5.4. When playing poker (poker tournament, cash game), bets, winnings and commissions are denominated in foreign currencies. The exchange rates are set daily. The buy-in and commission in foreign currency shall be converted into Swiss francs and deducted from the player account. The winning amount (poker tournament winnings or cash game table balance) in a foreign currency is converted into Swiss francs and credited to the player account. The same conversion rate will be used throughout a Player's session of play. This means that if the Player log outs before the start of a poker tournament, refunds will be calculated according to the conversion rate at the time of buy-in.
- 5.5. **Players themselves are exclusively responsible for any tax to be paid on their winnings and for complying with other financial and legal requirements. For winnings over CHF 1 million, the Organiser is obliged to retain the capital gains tax and pass it on to the Swiss Federal Tax Administration.** If the Player has any questions about the tax consequences, they must consult their personal tax advisor.
- 5.6. If the game is interrupted, the winnings from the current game are credited to the player account. A bet cannot be placed as long as the Player is not connected (Art. 25 of the FDJP Ordinance on Casinos).
- 5.7. The Player shall make any complaints regarding winnings that have not been credited in writing (by letter or email) to the Organiser within a maximum of 10 days of the occurrence of the deviation. All possible claims shall be forfeited once this period has elapsed.
- 5.8. The Organiser reserves the right to subsequently correct incorrectly displayed game results and to subsequently deny any winnings made incorrectly or fraudulently.
- 5.9. Players who are below the required minimum age, who are suspended and who are subject to a gaming ban shall not be entitled to refunds of their bets or payout of any winnings. Such winnings shall be allocated in full to old-age, survivors' and disability insurance (Art. 45 of the Swiss Gambling Act).
- 5.10. The Organiser does not issue a confirmation of winnings to the Player (Art. 70 of the Swiss Gambling Act).

6. PROMOTIONS

- 6.1. In the context of marketing activities or promotions (hereinafter referred to as "promotions"), the Organiser may offer special benefits (e.g. bonuses, free spins) to players who meet the Organiser's specified criteria for the promotion in question.
- 6.2. Players who are not considered for promotions shall not be entitled to participation or compensation.
- 6.3. The Organiser determines the conditions of the promotion, particularly the type, the validity period, the benefits and the participation criteria.

- 6.4. Promotions offered to the Player cannot be exchanged or transferred. They are not payable; this particularly applies to bonuses and free spins.
- 6.5. The conditions for bonuses and free spins are set down in the bonus regulations. The [bonus regulations](#) form part of these GTCs.

7. RESPONSIBLE GAMING AND SUSPENSIONS

- 7.1. The Organiser reserves the right to contact a Player with conspicuous gaming behaviour for their protection, to request financial documents if necessary and to take appropriate measures.
- 7.2. The Organiser may, at any time, request information from the Player about their personal details or their professional and economic circumstances and demand the corresponding documents.
- 7.3. The Organiser is legally obligated to suspend a Player if it is suspected that the Player in question is insolvent, does not meet their financial obligations or takes risks by making bets that are disproportionate to their income and assets. **To meet these obligations, the Organiser analyses the Player's transaction and usage data and if necessary reviews their credit rating.**
- 7.4. The Player can request a voluntary suspension from gaming from the Organiser at any time.
- 7.5. Involuntary or **voluntary** gaming suspensions according to Art. 80 of the Swiss Gambling Act shall apply throughout Switzerland for an indefinite period of time to all concessionary casino games in physical casinos and online, to **major games carried out online, and to those major games to which the intercantonal authority has extended the gaming suspension.**
- 7.6. The suspension shall be entered in a national register. Access rights to this register are regulated by law.
- 7.7. A Player under a voluntary suspension can only request the lifting of the suspension after a period of three months. Persons with an involuntary suspension have the opportunity to apply to have the suspension lifted when the gaming suspension begins. The same conditions for lifting the suspension apply both to the voluntary and to the involuntary suspension, independent of whether the Player has been suspended in the Organiser's bricks-and-mortar casino or in the online casino.

8. INTELLECTUAL PROPERTY

- 8.1. All rights, titles and claims (including **copyrights**, trademarks, patents, other intellectual property rights and other rights) **that exist or arise in the games, gaming platform and their contents** shall remain in the ownership of the respective copyright holder. **On condition that the GTCs are complied with, the Player is granted a personal, revocable and non-exclusive licence for use for private purposes. No application other than for the Player's own private use is permitted.**
- 8.2. **The gaming platform may contain notices about the proprietary and usage rights of third parties. Such rights are to be respected by the Player.**
- 8.3. Complete or partial reproduction, distribution, **transmission (electronic or by other means)**, modification, linking, presentation or other use of the contents of the gaming platform for public or commercial purposes is only permitted with GCL's prior written consent. In contrast, GCL's press images may be used for editorial purposes without prior consent and free of charge, provided that they originate from GCL's public press archive.

- 8.4. The Player is prohibited from manufacturing, imitating, offering, advertising or distributing the gaming platform, or otherwise marketing the gaming platform, or using it illegally.

9. WARRANTY AND LIABILITY

- 9.1. The Organiser gives no guarantee that **the gaming platform will be continuously available and that the range of games will be usable without faults. This also applies in the case of attacks by third parties on the systems that secure the gaming platform.**
- 9.2. The Organiser shall not be held liable for damages arising from the interruption of access to the gaming platform. This shall particularly apply in the case of maintenance work or interventions to maintain functions and operation of the gaming platform.
- 9.3. The Organiser assumes no liability for malfunctions of the gaming platform, for faulty game software or for faulty transmission of data. Any liability of the Organiser for such damages, particularly liability for allegedly or actually lost winnings due to the lack of system availability or transfer errors, is expressly excluded.
- 9.4. The Organiser shall not be held liable for ensuring that the gaming platform is free of viruses or other harmful components.

In addition, it may happen that unauthorised third parties send emails using the business name of the Operator or the brand “mycasino” owned by the Operator without the consent of the Operator, which contain viruses or spyware, for example, or link to web content that contains viruses or spyware. The Operator disclaims any liability in this respect.

- 9.5. The Player uses the gaming platform exclusively at their own risk. The Organiser shall only be held liable for intent and gross negligence, as well as for direct damages resulting from the same. In all other cases, particularly in cases of slight **or moderate** negligence, force majeure, indirect damages, consequential damages and financial losses **(e.g. loss of profit, reputational damage, lost data, loss of interest)**, the Organiser’s liability is excluded. **Further liability, including for third parties involved, is excluded to the extent permitted by law. Any liability of the Operator for contents of third parties that refer to the gaming platform or to which the gaming platform refers is also excluded.**
- 9.6. The Organiser accepts no liability for entry, transfer and evaluation errors or for the content, completeness and correctness of data transferred or queried. The Organiser reserves the right to correct obvious errors in the entry and evaluation of results (e.g. players being mixed up, wrong bets, wrong prizes) retrospectively.
- 9.7. The Organiser accepts no liability for damages resulting from misuse of the player account by the Player or third parties.

10. UNFAIR CONDUCT

- 10.1. Any misuse of the gaming platform and the range of games by the Player shall be prosecuted under civil and criminal law. Misuse particularly includes deception and the use of incorrect or misleading personal information about the Player.
- 10.2. Misuse occurs when the Player attempts to influence the outcome of the game through collusion, interfering with the program or other methods that are against the rules; or causes deliberate malfunctions and faults; or opens several user accounts.

- 10.3. It is expressly prohibited to use software that can be used to create player profiles or that enables secret agreements to be made between players. The ban also applies to programs that enable cheating or give the Player an unfair advantage over other players.
- 10.4. The Organiser is entitled to suspend the Player from using the gaming platform in the event of violation of Section “10. Unfair conduct” and to refuse to credit winnings to the player account and to transfer balances. The Organiser’s right to report the facts and circumstances to the competent authorities and to assert claims for damages remains reserved.
- 10.5. The Organiser reserves the right to suspend the Player and their player account and to withhold their balance and winnings until the unfair conduct situation has been clarified.

11. FINAL PROVISIONS

- 11.1. If there are inconsistencies between the GTCs and the game rules, the following order must be observed: 1. Game rules, 2. GTCs.
- 11.2. If the French, Italian or English version of these GTCs differs from the German version, only the German version shall be decisive.
- 11.3. Should individual provisions of these GTCs be deemed invalid, unlawful or unenforceable by a competent court or authority, the validity, lawfulness and enforceability of the remaining provisions set down in these GTCs and the use of the range of games on offer and the gaming platform services shall not be affected by this. An invalid, unlawful or unenforceable provision shall be replaced by a valid provision that reflects as closely as possible the economic purpose of the provision to be replaced. The same shall apply mutatis mutandis in the event that these GTCs contain a loophole.
- 11.4. All legal relationships between GCL and the Player shall be governed by Swiss law, with exclusion of the Swiss Federal Act on International Private Law (IPLA) and the United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention).
- 11.5. In the event of legal disputes between the Player and GCL, the City of Lucerne shall be the exclusive place of jurisdiction subject to Section 11.6.
- 11.6. GCL also reserves the right to assert its rights at the Player’s place of residence.