

SOUTH BEACH CASINO INTERNET WEBSITE TERMS OF USE

This Terms of Use Agreement (this "Agreement") governs your access and use of the website located at www.southbeachcasino.ca. South Beach Casino owns and operates the services located at www.southbeachcasino.ca (the "Site").

IT IS IMPORTANT THAT YOU CAREFULLY READ THE FOLLOWING.

1. Acceptance of Terms

By accessing and continuing to use the Site, you are indicating your acceptance to be bound by the terms and conditions of this Agreement. If you do not accept these terms and conditions, please do not access or use the Site.

2. Modifications and Notices

South Beach Casino may revise this Agreement, at any time, by updating this posting. South Beach Casino may provide notice to our users of such revisions by means of a general notice on the Site. Continued use of the Site after such revisions are posted will signify your agreement to these revised terms. Therefore, you should visit this page periodically to review this Agreement.

3. Ownership

All materials displayed or otherwise accessible on the Site, including without limitation, text, photographs, images, illustrations, graphics, icons, code (collectively, "Materials") and the selection and arrangement of the content of the Site are protected by copyright, pursuant to Canadian copyright laws, international conventions and other copyright laws. South Beach Casino either owns the intellectual property rights, including copyright, or has acquired the necessary rights and/or licences, in the Materials. Portions of the Materials may have been licensed to South Beach Casino and/or published on the Site by third parties. Any reproduction, modification, publication, transmission, transfer, sale, distribution, display or exploitation of the Site or Materials, whether in whole or in part, without the express written permission of South Beach Casino is strictly prohibited.

4. Limited Licence

Subject to the terms and conditions of this Agreement, you are granted a limited licence to access, view and use the Site, including a limited licence to download, print and store single copies of Materials from the Site, for your personal, non-commercial use, provided that you maintain all copyright and other notices contained in such items. Such Materials must not be reproduced, republished, or disseminated in any manner or form without the prior written consent of South Beach Casino.

5. Children

The Site is not intended to be accessed or used by minors. Minors in the country, province or state in which they live, can only use the Site in accordance with applicable laws and with the approval of a parent or guardian.

6. Submissions

As permitted by the Site, you may be able to post, transmit or submit content, (collectively, "Messages") to the Site. South Beach Casino accepts no responsibility whatsoever in connection with, or arising from, such Messages. South Beach Casino does not endorse the content of Messages submitted by users to the Site.

While using the Site, you must comply with all applicable laws, rules and regulations. In addition, South Beach Casino expects users of the Site to respect the rights and dignity of others, and use of the Site is based on the following rules of conduct. You will not:

- (a) post, transmit, or otherwise make available any Messages that are or may be (i) threatening, harassing, degrading, hateful, or intimidating; (ii) defamatory; (iii) fraudulent or tortious; (iv) obscene, indecent, pornographic, or otherwise objectionable; or (v) an infringement of another person's privacy by disclosing the personal information of another individual;
- (b) post, transmit, or otherwise make available any Messages that may violate the proprietary rights of any third party, including, without limitation, copyrighted software, photographs, texts, videos or artwork or any moral rights associated therewith;
- (c) use the Site in a manner which will violate or solicit the violation of any applicable local, provincial, territorial, state, national or international law, rule or regulation;
- (d) use the Site to post, transmit, or otherwise make available any material which would give rise to criminal or civil liability; which encourages conduct that constitutes a criminal offence; or which encourages or provides instructional information about illegal activities, or activities such as computer hacking;
- (e) impersonate any person or entity, including, but not limited to, any representative of South Beach Casino; falsely state or otherwise misrepresent your affiliation with any person or entity; or express or imply that we endorse any statement you make without our prior written consent;
- (f) post, transmit, or otherwise make available any virus, worm, trojan horse, spyware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, server or telecommunications equipment;
- (g) interfere with or disrupt the Site; or
- (h) post, transmit, or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," investment opportunity, or any other form of solicitation.

You agree that any Messages whatsoever submitted by you become the property of South Beach Casino, you waive any moral rights you may have in respect thereof, and agree that such Messages may be collected, used, disclosed, copied, sublicensed, adapted, publicly performed and published, displayed or deleted as South Beach Casino sees fit.

Any person who is found or reasonably suspected to have violated the rules of conduct provided above shall be barred from using the Site and may be subject to other legal remedies.

7. Username and Password

You may be required, when you use certain features of the Site such as joining the E-Club, to submit a username and email account, or to create a username and password. If South Beach Casino determines that the user name you have chosen is in use by someone else or is otherwise offensive, we may refuse to allow you, in our sole discretion, to use your chosen user name. In addition, and if applicable, you are responsible for maintaining the confidentiality of your password and you are responsible for all uses of your username, whether or not you authorize such uses. You agree to notify South Beach Casino of any unauthorized use of your username and/or password. South Beach Casino is not liable for any loss or damage as a result of your failure to protect your password.

8. Links

The Site includes links to other Internet sites solely as a convenience to users. South Beach Casino does not endorse any such linked sites or the information, material, products or services contained on other linked sites or accessible through other linked sites. Furthermore, South Beach Casino makes no express or implied warranties with regard to the information, material, products or services that are contained on or accessible through linked sites. Access and use of linked sites, including information, material, products and services on linked sites or available through linked sites is solely at the user's own risk.

9. Linking

To request permission to link to the Site, please call 1-877-77LUCKY (or 1-877-775-8259). South Beach Casino reserves the right to cancel and revoke any permission it may give to link to the Site at any time, for any reason, without any notice, and without any liability to you or any other person.

10. No Warranty

Access to the Site and the Materials provided on the Site are provided "as is" and without warranties of any kind either express or implied. By accessing and using the Site, you acknowledge and agree that it is entirely at your own risk. South Beach Casino makes no representation or warranties regarding the Site, Materials and Messages, including, without limitation, that the Materials or Messages provided will be accurate, complete, correct, timely or suitable, that any services contained on or made available through the Site may be relied upon by you or fit for a particular purpose, that the Site will be available at all times or that the Site will be free from errors, viruses or other harmful components. South Beach Casino is not responsible for any Materials, Messages or other information on the Site or any linked site that you may find offensive, undesirable or objectionable. Further, South Beach Casino specifically disclaims any responsibility or liability for the accuracy, completeness, correctness, timeliness or usefulness of third party information. To the fullest extent permissible pursuant to applicable law, South Beach Casino disclaims all warranties, express or implied, including, but not limited to, warranties and conditions regarding use of the Site, including all implied warranties or conditions of merchantability, fitness for a particular purpose or non-infringement, whether express or implied, or arising from a course of dealing, usage or trade practice.

11. Limitation Of Liability

SUBJECT TO APPLICABLE LAW, IN NO EVENT SHALL SOUTH BEACH CASINO, ITS OFFICERS OR DIRECTORS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, REPRESENTATIVES, AGENTS, LICENSORS OR THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR ANY OTHER DAMAGES WHATSOEVER CAUSED, ARISING OUT OF, OR IN CONNECTION WITH, THE USE OF, OR INABILITY TO USE, THE SITE, ANY ACCURACY, TIMELINESS, INCOMPLETENESS, OR INCORRECTNESS CONTAINED ON THE MATERIALS DISPLAYED, ACCESSED OR USED ON THE SITE, OR YOUR RELIANCE OR ACTING UPON THE MATERIALS ON THE SITE, INCLUDING ANY LOSS OR DAMAGES IN THE NATURE OF OR RELATING TO LOST BUSINESS, LOST SAVINGS, LOST DATA AND/OR PROFITS, REGARDLESS OF THE CAUSE AND WHETHER ARISING IN CONTRACT, TORT, IN EQUITY, AT LAW OR OTHERWISE AND WHETHER OR NOT SOUTH BEACH CASINO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. Gaming Rules

The gaming rules and instructions provided on the Site (the "Gaming Rules") are provided solely as a convenience to users. For example, the section of the Site entitled, "Table Games" provides rules and instructions regarding Blackjack, Roulette and other table games. In the unlikely event that the Gaming Rules conflict with any rules and/or instructions provided at South Beach Casino including, but not limited to, rules and/or instructions provided at table games, such rules and/or instructions will supersede the Gaming Rules. The Gaming Rules shall be subject to all of the terms of this Agreement including, but not limited to, Section 10 and 11 herein.

13. Indemnity

You agree to indemnify and hold South Beach Casino, its officers, directors, subsidiaries, affiliates, employees, representatives, agents, licensors and their respective successors and assigns harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of Messages you submit, post to or transmit through the Site, your use of the Site, your connection to the Site, your violation of the law, this Agreement or the rights of another.

14. Trademarks

Certain words, phrases, names, designs or logos on the Site may constitute trademarks, services marks, or trade names of South Beach Casino or others. The display of such marks on the Site does not imply that you have been granted a licence by South Beach Casino or other entities with respect to them.

15. International Matters

Unless otherwise specified, the Materials in the Site are presented solely for the purpose of promoting products and services available in Canada. We make no representation that the Site, its Materials or Messages on the Site are appropriate or available for use in any particular location. Those who choose to access the Site do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

16. Termination

If you breach any provision of this Agreement, you may no longer use the Site. South Beach Casino may at any time and for any reason, with or without cause, and in its sole discretion, immediately suspend or terminate (in whole or in part) your permission to use the Site, all without any notice or liability to you or any other person.

South Beach Casino reserves the right to cease, suspend or interrupt operation of or access to the Site or any part thereof, and shall not be required to provide any notice in respect of such cessation, suspension or interruption of access, nor shall South Beach Casino have any liability for such cessation, suspension or interruption of access.

The provisions of Sections that are by their nature intended to survive termination of this Agreement shall survive termination of this Agreement including, but not limited to, sections 7, 10, 11 and 13 of this Agreement.

17. Miscellaneous

The failure of South Beach Casino to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. These terms shall be governed by and construed in accordance with the laws of the Province of Manitoba, and the laws of Canada applicable therein, as to the interpretation, validity and effect of this Agreement, notwithstanding any conflict of law provision or your domicile, residence or physical location. You hereby consent and submit to the exclusive jurisdiction of the courts of the Province of Manitoba in any action or proceeding arising out of or relating to this Agreement. If any provision of these terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions. This Agreement may be assigned by South Beach Casino without restriction.