

UNITY™ BY HARD ROCK
PRIVACY POLICY

Published Date: April 19, 2022
Effective Date: April 19, 2022

INTRODUCTION.

1. This Privacy Policy is administered by Seminole Hard Rock Support Services, LLC, d/b/a HR Unity Global Services, 5701 Stirling Road, Davie, Florida 33314, United States of America (the “**Program Manager**”) on behalf of Hard Rock Affiliated Parties.
2. This Privacy Policy applies and governs when you:
 - a. access or use the Unity Program Website (the “**Program Website**”) at www.unitybyhardrock.com;
 - b. download, access, or use the mobile application made available by us in connection with the Program; or
 - c. use our products or services in relation to, or in connection with, the Program.
3. This Privacy Policy explains how we may collect, use and share (collectively, “**Process**”) your Personal Information in relation to, and in connection with, the Unity by Hard Rock loyalty program, which is also known as Unity™ or as Unity by Seminole Gaming™ (collectively, the “**Program**”).
4. This Privacy Policy also provides information about your rights with respect to your Personal Information and how you can contact us if you have any concern or questions about your Personal Information.
5. The Program Manager is the data controller of your Personal Information under the Program. This means, in relation to the Program, that the Program Manager has overall say and control over the reason and purposes behind the collection of your Personal Information and the means and method of any processing of your Personal Information.
6. When you visit the Program Website, use the Unity App, use any product, service, or benefit of the Program, or interact with us, and provide your Personal Information to us, you consent to how we Process your Personal Information as set out in this Privacy Policy. If you do not consent, then you may not continue to access or use the Program Website, the Unity App, the Program, or any products or services to which this Privacy Policy applies.
7. If you wish to become a Member of the Program, we will require you to provide us with a separate recordable consent to this Privacy Policy in order for us to operate the Program in respect of your Membership, and for you to receive benefits under the Program. If you do not provide a separate recordable consent to this Privacy Policy, you will not be permitted to join the Program.
8. You agree that we may, in accordance with the terms of this Privacy Policy, use any Personal Information already held or obtained in connection with, or as a result of, you being a member of, or participating in, a pre-existing rewards or loyalty program, including, without limitation, any one or more of the following rewards or loyalty programs: (i) Seminole Wild Card; (ii) Hard Rock Rewards; (iii) Wild Card Rewards; or (iv) Hard Rock Casino Northern Indiana Loyalty Program.
9. We may collect certain Personal Information about you to provide you with the services, features and

benefits of the Program and also to facilitate our relationship with you in connection with the Program. Providing Personal Information is optional. You may choose not to provide the requested Personal Information; however, you may not be able to access and use some or all of the features or benefits of the Program for which your Personal Information is required.

10. We may update this Privacy Policy at any time, and any updates to this Privacy Policy will be effective on the date specified in the updated Privacy Policy.
11. Where additional detailed information is needed to explain our privacy practices, we will provide such information in supplementary privacy notices.
12. This Privacy Policy does not apply to information collected by any third party, including, but not limited to, a third-party website, third-party applications, or third-party advertising that may link to or be accessible from or on the Program Website or the Unity App. Please review the privacy policies of any third-party website or application for more information about how they process your Personal Information.
13. This Privacy Policy is provided in a layered format so you can click through to the specific sections of this Privacy Policy.

DEFINITIONS.

14. In this Privacy Policy, the following words shall have the following meanings:

- “Account”** means an account assigned to a Member under the Program for the recording of Tier Credits, Unity Points, and if appropriate, other Program Benefits of that Member, as well as other relevant Member information.
- “Account Credentials”** means in relation to a Member: (a) the unique Account number allocated to that Member or their email address; and (b) the password selected by that Member to access their Account.
- “Additional Terms”** means the additional terms and conditions, rules, and policies, which apply to the Program, such as those applicable to the earning and redemption of Unity Points, that may be posted on the Program Website at www.unitybyhardrock.com.
- “Applicable Laws”** means any and all laws, ordinances, constitutions, regulations, statutes, treaties, rules, codes, permits, principles of common law, requirements, and orders adopted, enacted, implemented, promulgated, issued, entered, or deemed applicable by or under the authority of any governmental body having jurisdiction over you, the Program, the Program Manager, or any Hard Rock Affiliated Parties, in any way.
- “Approved Identification”** means a valid and unexpired government-issued photo identification (e.g., driver’s license, passport, state identification card, or military identification) or other types of identification that may be accepted by Management in its sole discretion.
- “Excluded Purchase”** means any of the following expenditures:
- (a) the purchase of any gift cards issued by any of the Hard Rock Affiliated Parties (but Tier Credits and Unity Points may be earned on redemption of gift cards on Qualifying Spend) subject to the sole discretion of a Participating Location;

- (b) Non-Qualifying Stays and bookings at packaged rates or discounted or promotional items that are specifically excluded (or if excluded in part, then the excluded part) from the Program;
- (c) the purchase of tickets to Hard Rock entertainment events or live events at Participating Locations unless specifically designated as eligible for Unity Points;
- (d) purchases at any location that is not a Participating Location;
- (e) purchases at non-participating third-party restaurants, retail stores, or other services, including, but not limited to third-party food delivery services (e.g., DoorDash, Grubhub, Uber Eats, etc.), even if located within a Participating Location;
- (f) purchases not paid for directly by the Member (e.g., restaurant charges that are billed to a Member's room and are paid for by a Member's employer);
- (g) group events (i.e., weddings, meetings, receptions, and group menu-based events);
- (h) sales, use or personal federal, state, or local taxes, including, but not limited to, VAT and GST;
- (i) gratuities; and
- (j) any products or services for which it is illegal or prohibited under any Applicable Laws to issue or redeem Unity Points or other Program Benefits.

“Game Play”

means slot or table game play, online gaming, bingo, poker, keno, race and sports betting, social gaming play, or other gaming activities as may be offered at a Participating Location subject to Applicable Laws.

“Hard Rock Affiliated Parties”

means any entity that is an affiliate of or is controlled by, under the control of, under common control with, or managed by, the Program Manager, as well as any Participating Location, or any franchisee or licensee that is operating a Participating Location. For purposes of this definition, “control”, “controlled by”, “under common control with” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by agreement, or otherwise.

“Management”

means the management of the Participating Location.

“Marketing Brands”

means the following brands:

- (a) Hard Rock®;
- (b) Hard Rock Cafe®;
- (c) Hard Rock Hotels®;
- (d) Hard Rock Hotel & Casino®;
- (e) Rock Shop®;
- (f) Seminole Gaming®;
- (g) Reverb®; and

(h) Reverb by Hard Rock®.

and any such other brands, trademarks, or trade names used by any of the Hard Rock Affiliated Parties for marketing purposes.

“Member”	means a registered member of the Program.
“Membership”	means your enrollment and participation in the Program in accordance with the Membership Terms.
“Membership Terms”	means the Unity By Hard Rock™ Loyalty Program Terms and Conditions and any Additional Terms and any changes to them.
“Non-Gaming Items”	means non-gaming activities, products, or services, including, but not limited to, hotel, cafe, spa, food and beverage, bar, nightclub, live events, retail shop, offered by a Participating Location.
“Non-Qualifying Stay”	means any stay at a Participating Location that is not a Qualifying Stay and includes, but is not limited to, any stay that is: <ul style="list-style-type: none">(a) booked through tour operators, online channels, or other third-party channels (irrespective of rate paid), including, but not limited to, expedia.com, trip.com, hotwire.com, priceline.com, orbitz.com, booking.com, travelocity.com;(b) booked through any “opaque” channel where the Marketing Brand may or may not be known at the time of purchase;(c) booked at a wholesaler or contracted rate where the Member does not directly pay the Participating Location;(d) greater than thirty (30) consecutive days whereby the first thirty (30) days are deemed a Qualifying Stay but any additional days beyond thirty (30) consecutive days for a stay would not qualify;(e) provided on a complimentary basis; or(f) voucher or third-party award redemptions.
“Participating Location”	means any location, outlet, or website participating in the Program, including, but not limited to, participating Seminole Casinos, Seminole Hard Rock Hotel & Casinos, Hard Rock Casinos, Reverb Hotels, Hard Rock Cafe restaurant locations, and Rock Shops. A current list of Participating Locations is provided on the Program Website.
“Personal Information”	means any information relating to an identified or identifiable individual; an identifiable individual is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
“Privacy Policy”	means this privacy policy and any Changes.
“Program Benefits”	means Tier Credits, Unity Points, together with any other Program benefits described on the Program Website.
“Qualifying Spend”	means any purchase of any product or service at a Participating Location that is eligible to earn Tier Credits and Unity Points as set forth on the Program Website, or at a Participating Location,

including Game Play and Non-Gaming Items, but not including Excluded Purchases.

“Qualifying Stay”

means a stay at a Participating Location (excluding a Non-Qualifying Stay) booked directly through: (a) a Marketing Brand’s central reservation office, website or mobile application; (b) a Participating Location; or (c) an authorized travel agent; or (d) an approved channel, at: (i) public rates; or (ii) non-public rates (where under the applicable booking contract, the booking is deemed to be eligible to earn Tier Credits and Unity Points on all or part of the booking). For the avoidance of doubt, non-public rates may include discounted rates such as advanced purchase rates, group rates, corporate negotiated rates, packaged rates, and government rates.

“Tier Credits”

means those credits issued to a Member’s Account that are used solely to determine the applicable Unity Tier for a Member each year, and are non-redeemable, cannot be converted to cash, or cannot be used towards any purchase.

“Unity App”

means the mobile application made available by the Program Manager in connection with the Program.

“Unity Card”

means an authorized card issued by the Program Manager to the Member under the Program either in physical or digital form (including, without limitation, digital card functionality within the Unity App).

“Unity Points”

means points credited to a Member’s Account as a result of a Qualifying Spend that the Member can, subject to Applicable Laws (and any rules of the relevant Participating Location), redeem for permitted merchandise or services, or towards permitted purchases at a Participating Location.

“Unity Tier”

means a tier of the Program available to a Member (with associated Program Benefits) based on Tier Credits earned by that Member as set forth on the Program Website.

“We”, “we”, “Our” “our”, “Us”, or “us”

means the Program Manager.

“You”, “you”, “Your”, or “your”

means you as a Member (or potential Member) of the Program.

15. In this Privacy Policy, a reference to “Section” or “section” is a reference to a Section of this Privacy Policy; and words importing the singular include the plural and vice versa.

WHEN AND HOW DO WE COLLECT YOUR PERSONAL INFORMATION.

16. We may collect your Personal Information directly from you when you:

- a. access or use the Program Website;
- b. download, access or use the Unity App;
- c. register to become a Member of the Program and create your Account;
- d. change your personal details in your Account profile on the Program Website, the Unity App, or by contacting Unity Customer Care;
- e. participate in the Program, including earning Tier Credits, Unity Points, receiving other Program Benefits or other offers or promotions;
- f. receive Tier Credits;

- g. receive and redeem Unity Points;
 - h. receive additional Program Benefits that may apply to you;
 - i. use your Unity Card for Game Play;
 - j. perform, manage, view your transactions in connection with the Program on your Account;
 - k. use your Account to make a reservation or booking at a restaurant, hotel, or any other activity (e.g., a concert, show tickets, tours);
 - l. apply for a digital wallet;
 - m. purchase or sell any virtual goods or items;
 - n. use any of our products or services at a location that accepts our products or services (such as a co-branded payment device or credit card);
 - o. enter a contest, promotional program, or survey launched or sponsored by the Program;
 - p. participate in a Program event or an event sponsored by the Program;
 - q. contact Unity Customer Care;
 - r. contact us by letter, email, telephone, text, chat, or through any other written and verbal communications (digital or otherwise);
 - s. request information about our products or services, a Participating Location, the Program Website, the Unity App, or the Program;
 - t. you request marketing information or other promotional material to be sent to you;
 - u. allow someone to act on your behalf to provide us your Personal Information, including for a reservation at a restaurant or for a hotel booking;
 - v. connect with us via social media or you post content on Unity social page or a third-party social media website in connection with the Program; or
 - w. interact with us or our staff during your visit to a Participating Location, or during the use of digital or online services that we provide.
17. We may also collect your Personal Information indirectly from publicly available sources and third parties, including, but not limited to, the following:
- a. public databases, joint marketing partners, or other third parties;
 - b. organizations which provide credit information and credit references;
 - c. organizations involved in fraud prevention and detection;
 - d. family and friends (for example, when a family member or friend checks into a hotel room on your behalf), or a travel agent, or an employer who makes reservations on your behalf;
 - e. companies with whom we partner to provide you with goods, services, or offers based on your activities or experiences at a Participating Location;
 - f. one of our Marketing Brands;
 - g. Internet-connected devices and our networks available at Participating Locations. For example, if you connect a device to the hotel's Internet, we may tailor information or services offered to you for a better experience; and
 - h. organizations or services that share information with us that is permissible under their own privacy policy (such as our marketing partners or social media platforms).

COOKIES AND OTHER AUTOMATED TECHNOLOGIES.

18. As you interact with the Program Website or the Unity App, we will automatically collect technical data about your equipment, browsing actions, and patterns. We collect this information by using cookies and other automated technologies as described in [Sections 19](#) through [39](#). We may also receive technical data about you if you visit other websites employing our cookies. We may use such information to analyze the use of the Program Website and improve its features and performance to provide you with a better browsing experience.

(a) Cookies.

19. The Program Website uses “cookies” to help us understand which parts of the Program Website are the most popular and the preferences of Program Website users. We may also use cookies to study

traffic patterns on the Program Website, to improve its functionality and usability, to improve the effectiveness of our communications with users, to customize your experience, and to provide greater convenience to you during your interactions with the Program Website.

20. A cookie is a unique alphanumeric identifier that websites use to help identify the number of unique visitors to a website, whether or not those visitors are repeat visitors, and the source of the visits. If you prefer to disable cookies, you may do so through your web browser's security settings. Please note that certain features of the Program Website may not be available once cookies have been disabled.
21. We may use two types of cookies: (i) Session cookies; and (ii) Persistent Cookies. Session Cookies and Persistent Cookies are categorized as: (a) Strictly Necessary Cookies; (b) Performance Cookies; (c) Functional Cookies; and (d) Targeting Cookies.
22. Session Cookies. Session cookies exist only during an online session. They disappear from your device when you close your browser or turn off your device. We use session cookies to allow our systems to uniquely identify you during a session or while you are visiting the Program Website. If you have logged into your Account, this allows us to process your online transactions and requests, and verify your identity as you navigate through the various online pages. If you have disabled your Session Cookies as a guest without logging into your Account, your choice will only be effective for that single session, and you will need to opt-out again.
23. Persistent Cookies. Persistent cookies remain on your computer after you have closed your browser or turned off your device.
24. Strictly Necessary Cookies. Strictly Necessary Cookies are necessary for the website to function and cannot be switched off in our systems. They are usually only set in response to actions made by you which amount to a request for services, such as setting your privacy preferences, logging in or filling in forms. You can set your browser to block or alert you about these cookies, but some parts of the site will not then work. Strictly Necessary Cookies do not store any Personal Information.
25. Performance Cookies. Performance Cookies allow us to count visits and traffic sources so we can measure and improve the performance of the Program Website. They help us to know which pages are the most and least popular and see how visitors move around the Program Website. All information these cookies collect is aggregated and therefore anonymous. If you do not allow Performance Cookies we will not know when you have visited our site, and we will not be able to monitor its performance.
26. Functional Cookies. Functional Cookies enable the website to provide enhanced functionality and personalisation. They may be set by us or by third-party providers whose services we have added to our pages. If you do not allow Functional Cookies, then some or all of these services may not function properly.
27. Targeting Cookies. Targeting Cookies may be set through our site by our advertising partners. They may be used by those companies to build a profile of your interests and show you relevant adverts on other sites. Targeting Cookies do not store directly Personal Information, but are based on uniquely identifying your browser and internet device. If you do not allow these cookies, you will experience less targeted advertising.

(b) Clear GIFs or Web Beacons.

28. Clear GIFs (also known as web beacons, web bugs, or pixel tags) are tiny graphics with a unique identifier, similar in function to cookies. In contrast to cookies, which are stored on your device's internal storage, clear GIFs are embedded invisibly on web pages. We may use clear GIFs in connection with the Program to, among other things, track the activities of Program Website visitors,

help us manage content, and compile statistics about Program Website usage.

29. We and our service providers also use clear GIFs in HTML emails to our guests, to help us track email response rates, identify when our emails are viewed, and track whether our emails are forwarded.
30. Some of our email communications to you may contain links to content on the Program Website. When you click one of these links, it passes information through the Program Website web server before you arrive at the destination web page. We track this click-through data to help determine interest in particular topics and measure the effectiveness of our communications.
31. If you prefer not to be tracked, simply avoid clicking text or graphic links in emails you receive from us. In addition, you may view and change your preferences at any time by using the 'Privacy Settings' in your web browser.

(c) Server Log Files.

32. The Program Website gathers certain information automatically and stores it in log files. This information includes internet protocol ("IP") addresses, browser type, operating system, internet service provider ("ISP"), referring/exit pages, date/time stamp of access, and clickstream data, and information about the content you view on the Program Website. When you visit the Program Website, the servers automatically log your IP address, the time and duration of your visit, and the time and duration spent on the pages of the Program Website which you view. If you arrive at the Program Website by clicking a paid advertisement or a link in a communication, then the server will capture information that tracks your visit from that link. If you arrive at the Program Website by clicking on a non-paid source, such as a search engine result or link on another website, the server captures information that tracks your visit from that source, to the extent available. The server also captures information from direct traffic. The server log files are not analyzed with respect to individuals.

(d) Geolocation.

33. If you have provided permission (opt-in) through the Unity App on your mobile device to allow us to collect location information, we may obtain your physical location information from technologies like GPS, Wi-Fi, or cell tower proximity. We may use the geolocation features and geolocation information that is collected to provide you with information regarding Participating Locations, events, and promotional offers in, or near, your area or current location.
34. You are able to withdraw your permission for us to acquire physical location information from your mobile device through your mobile device settings at any time. If you have questions about how to disable your mobile device's location services, we recommend you contact your mobile device service provider or the mobile device manufacturer.

(e) Do Not Track Signals.

35. Currently, our systems do not recognize browser "do-not-track" requests. You may, however, disable certain tracking as discussed in the Cookies Section of this Privacy Policy (e.g., by disabling cookies). Please note that we do not collect, and are not aware of third parties that collect, Personal Information from users of the Program Website, or about their online activities on third-party websites.

(f) Third-Party Analytics.

36. We use automated devices and applications, such as Google Analytics, to evaluate usage of the Program Website, Unity Apps, and our online services. You can learn about Google's practices by clicking on <https://policies.google.com/privacy>, and you may opt out by downloading the Google

Analytics opt-out browser. The server also captures information from direct traffic. We use these tools to help us improve the Program Website, Unity Apps, our online services, and your user experiences. These devices and applications may use cookies, tracking pixels, and other tracking technologies to perform their functions. We do not share your Personal Information with these third parties.

(g) Unity App.

- 37. When you download or register to use the Unity App, you may submit Personal Information to us such as your name, email address, phone number, username, password, and other registration information.
- 38. Further, when you use the Unity App, we may collect certain information automatically, including technical information related to your mobile device, your device's unique identifier, your mobile network information, the type of mobile browser you use, and information about the way you use the Unity App.
- 39. Only after you have consented to such collection, we may also collect information stored on your device, including contact information, geolocation information or other digital content.

PURPOSE OF PROCESSING PERSONAL INFORMATION & THE TYPES OF PERSONAL INFORMATION PROCESSED.

40. The table below sets out: (i) the purpose of processing activity; and (ii) the types of Personal Information that we may collect and Process.

Purpose of Processing Activity	Types of Personal Information Processed
<p>To register you as a Member. To register you as a Member of the Program. This will include an assessment of your eligibility to become a member of the Program.</p>	<ul style="list-style-type: none"> • Name, address, and other contact details. • Account Credentials including, where relevant, Personal Identification Number (“PIN”) for your Account. • Approved Identification.
<p>To operate the Program. To operate the Program which includes collecting and processing your Qualifying Spend and redemption of Unity Points at Participating Locations.</p>	<ul style="list-style-type: none"> • Account number and/or other validating information, and if required, your PIN for verification purposes. • Details of your Qualifying Spend. • Redemption of Unity Points.

Purpose of Processing Activity	Types of Personal Information Processed
<p>To assess your entitlements. To assess your entitlement to Program Benefits.</p>	<ul style="list-style-type: none"> • Name, address, and other contact details. • Account number. • Approved Identification. • Details of your Qualifying Spend. • Program Benefits already awarded to your Account and the redemption or use of any of those Program Benefits. • Other transactions which may appear in your Account. • Information we consider relevant in relation to any irregular activity and/or necessary to monitor compliance with the Membership Terms.
<p>To inform you of changes. To inform you of changes to the Program, Membership Terms, Privacy Policy, your Account status, your Unity Tier, your Unity Points, Program Benefits, and any other Program related information.</p>	<ul style="list-style-type: none"> • Name, address, and other contact details. • Account number. • Approved Identification. • Details of Qualifying Spend and redemption of Unity Points. • Details of transactions appearing in your Account.
<p>To make better Program offerings to you. To better service your Membership and your preferences, by analyzing your transactions and identifying existing Program products or services that may be of interest to you, or could be added as additional products or services to the Program.</p>	<ul style="list-style-type: none"> • Name, address, and other contact details. • Account number. • Details of Qualifying Spend and redemption of Unity Points. • Details of transactions appearing in your Account.
<p>To offer you additional products or services outside of the Program. To offer you additional products and/or services from Hard Rock Affiliated Parties that are outside the Program or to offer you products or services from select reputable companies with whom we have a strategic relationship with because we believe their offerings may be of interest to you.</p>	<ul style="list-style-type: none"> • Name, address, and other contact details. • Details of Qualifying Spend and redemption of Unity Points. • Details of transactions appearing in your Account.

Purpose of Processing Activity	Types of Personal Information Processed
<p>To render products and/or services. To provide, deliver, charge, and evaluate products and/or services utilized by you at a Participating Location.</p>	<ul style="list-style-type: none"> • Name, address, and other contact details. • Details of Qualifying Spend and redemption of Unity Points.
<p>Responding to your requests. Responding to your requests in respect of services, information, data, and concierge services.</p>	<ul style="list-style-type: none"> • Name, address, and other contact details. • Details of transactions appearing in your Account. • Details of the request.
<p>For communication purposes. To send you printed or digital communications regarding: your application to join the Program, your Membership, operation of the Program, to inform you of any changes to the Program or your Membership, to make Program offers to you, to offer you additional products or services, to render products or services to you, and to respond to your requests.</p>	<ul style="list-style-type: none"> • Name, address, and other contact details. • Relevant Account details.
<p>For market research. To send you periodic satisfaction, quality of service or market research surveys.</p>	<ul style="list-style-type: none"> • Name, address, and other contact details. • Date of birth. • Marital status. • Number of children and their ages. • Your opinions/answers.
<p>To enable you to participate in competitions and win prizes. To enable you to take part in a prize draw, sweepstakes, contests or competitions, including administering your participation in the same, and to notify winners and award prizes, or facilitate an event.</p>	<ul style="list-style-type: none"> • Name, address, and other contact details. • Details relevant to your participation in the activity.
<p>For credit applications. To review and evaluate a credit application that is submitted to us for approval.</p>	<ul style="list-style-type: none"> • Name, address, and other contact details. • Details of transactions appearing in your Account. • Relevant identifier information to enable us to run a credit check (e.g., SSN). • Financial information that you have submitted to us.

Purpose of Processing Activity	Types of Personal Information Processed
<p>For identification purposes. To use certain pieces of Personal Information to verify your identity which may be required in respect of providing certain information, or making certain updates or changes to your Account, or for redemptions.</p>	<ul style="list-style-type: none"> • Name, address, and other contact details. • Your PIN. • Date of birth. • Approved Identification.
<p>Business governance. To administer and protect our business, the Program, the Program Website and Unity App (including troubleshooting, data analysis, testing, system maintenance, support, reporting and hosting of data).</p>	<ul style="list-style-type: none"> • Your Account and any transactions therein.
<p>Web content and advertising. To deliver relevant website content or Unity App content and advertisements to you and to measure or understand the effectiveness of the advertising we serve to you.</p>	<ul style="list-style-type: none"> • Information relating to the browsing or use of the Program Website and use of the Unity App. • Responses to marketing emails and advertisements.
<p>For safety reasons. Provide for the safety and security of staff, Members, guests, and other visitors.</p>	<ul style="list-style-type: none"> • Name, address, and other contact details. • Approved Identification.
<p>For security and compliance. To prevent, detect, and investigate misrepresentations or fraud, cyber incidents, or other illegal activity.</p>	<ul style="list-style-type: none"> • Name, address, and other contact details. • Account transactions.
<p>For business analytics. To use data analytics to improve the Program, Program Website, the Unity App, our products or services, our marketing activities, guest relationships, and Member experiences.</p>	<ul style="list-style-type: none"> • Your Account, and relevant information and transactions therein.
<p>For migrating your existing loyalty data. To migrate your existing loyalty data from pre-existing rewards or loyalty programs, including, without limitation, Seminole Wild Card, Hard Rock Rewards, Wild Card Rewards, and the Hard Rock Casino Northern Indiana Loyalty Program.</p>	<ul style="list-style-type: none"> • Name, address, and other contact details. • Account Credentials, including, where relevant, your Account PIN. • Approved Identification. • Account number(s) and/or other validating information. • Transactions and other relevant information from your pre-existing rewards or loyalty programs.

41. The legal bases for our processing activities include processing: (i) pursuant to your consent; (ii) as

necessary to comply with our contractual obligations to you; (iii) as necessary to comply with our legal obligations; (iv) as necessary in order to protect your safety or other vital interest, or the safety or other vital interest of other persons; and (v) as necessary for the purposes of our legitimate business interests, or the legitimate business interests of a third party.

MARKETING COMMUNICATIONS AND YOUR COMMUNICATION PREFERENCES.

42. We may send you marketing communications relating to, or in connection with, the Program, including, but not limited to, about promotions, offers, contests, products or services (those that we offer now or plan to offer), and generally, anything that we believe may be of interest to you relating to, or in connection with, the Program.
43. You may define or update your communication preferences in terms of: (a) whether you wish to receive such marketing communications; and (b) if you receive such marketing communications, the manner in which those marketing communications are received by you from the options available in your online Account (e.g., by physical mail or email). You can select or update your communication preferences directly in your online Account (which can be accessed from the Program Website or through the Unity App) or you can contact Unity Customer Care by telephone at +1 (888) 519-6683 or by email at customer_care@hardrock.com.

Promotional Offers.

44. We may use your Personal Information to form a view on what we think you may want or need, or what may be of interest to you. This is how we decide which products, services or offers may be relevant for you, and based on that, we may send you promotional offers (we call this marketing).
45. You may receive certain marketing communications from us if you have requested information from us, or purchased goods or services from us, and you have not opted out of receiving marketing communications or if you have expressly agreed to receive marketing communications.

Third-Party Marketing.

46. In order to provide you with the highest level of products and services, we may share your Personal Information with carefully selected third parties, who may communicate directly with you. In some jurisdictions, data privacy laws may require us to obtain a separate consent before we do so. You can always choose whether to receive any or all of these communications by contacting us as described in this Privacy Policy. Alternatively, you can express your preference by clicking on the “unsubscribe” link contained within any applicable marketing email sent to you.

Communication Preferences.

47. You can change your marketing communication preferences (including stopping marketing communications) at any time by: (a) logging into your online Account (using the Program Website or the Unity App) and selecting or unselecting the relevant boxes; or (b) contacting us. Alternatively, you can request that marketing emails are no longer sent to you by clicking on the “unsubscribe” link contained within any applicable marketing email sent to you.
48. Please note that if you have requested that that marketing communications are no longer sent to you, you will still continue to receive communications from us: (a) in connection with the operation of the Program and your Account, and any changes thereof; and (b) any transactional information (such as details of any products or services requested or obtained from us).
49. If you have given us your consent to provide your Personal Information to third parties for marketing

purposes, you may withdraw your consent at any time by: (a) completing and submitting the online form [Exercising My Rights](#); or (b) by calling our toll-free number at 1-833-970-1536.

WHO WE SHARE YOUR PERSONAL INFORMATION WITH AND WHY.

50. We may share your Personal Information with certain third parties and for specific purposes. The table below describes the recipients to whom we may disclose your Personal Information and for which purpose.

Recipients	Purpose for sharing Personal Information
Hard Rock Affiliated Parties, Participating Locations, and Marketing Brands.	<ul style="list-style-type: none"> For any of the purposes described in the Section headed "Purpose of Processing and Types of Personal Information Processed" in this Privacy Policy,
Service providers (e.g., providers of customer relationship management services, marketing services, customer financial services, including, but not limited to, rewards, payments, deposits, credit, and funding, cloud services and information technology services).	<ul style="list-style-type: none"> To support the Program, offers, promotions, and event management. To support data analysis, Program Website development, Unity App development, and digital and physical marketing services. To support the storage of Program information, and the storage of Member personal and transactional information. To support the earning of Tier Credits, and the earning and redemption of Unity Points. To fund accounts for Gaming Play.
Professional service providers (e.g., accountants and lawyers)	<ul style="list-style-type: none"> Where necessary to provide their professional services in the support of our business functions, any reviews, advice, compliance with the Program, or to protect our interests.

51. We may disclose your Personal Information to third parties if necessary or appropriate: (a) to comply with Applicable Laws, including laws outside your country of residence; (b) to comply with legal process; (c) to respond to requests from public and government authorities, including authorities outside your country of residence and to meet national security or law enforcement requirements; (d) to enforce the Membership Terms; (e) to protect our operations, such as in the event of any reorganization, merger, sale, joint venture, assignment, transfer or other disposition of all or any portion of our business, assets or stock; (f) to protect the rights, privacy, safety or property of the Hard Rock Affiliated Parties, you or others; (g) to protect any tangible or intangible property of the Hard Rock Affiliated Parties; (h) to allow us to pursue available remedies to protect our interests or those of our Members; and (i) to prevent or limit any damages that we may otherwise sustain.

52. We may also share your Personal Information with third parties to whom we may choose to sell, transfer or merge parts of our business or our assets. Alternatively, we may seek to acquire other

businesses or merge with them. If a change happens to our business, then the new owners may use your Personal Information in the same way as set out in this Privacy Policy.

53. We may sell your Personal Information to third parties with whom we may partner in order: (a) to provide you with a better guest experience; or (b) for you to receive offers from those third parties that we believe may be of value to you. As of the effective date of this Privacy Policy, we have not sold any of your Personal Information.

HOW LONG DO WE KEEP YOUR PERSONAL INFORMATION FOR?

54. We will only retain your Personal Information for as long as reasonably necessary for the purposes for which we collected the Personal Information, including for the purposes of satisfying any legal, regulatory, tax, accounting, or reporting requirements. We may retain your Personal Information for a longer period in the event of a complaint or if we reasonably believe there is a prospect of litigation in respect to our relationship with you.
55. To determine the appropriate retention period for Personal Information, we consider the amount, nature and sensitivity of the Personal Information, the potential risk of harm from unauthorized use or disclosure of your Personal Information, the purposes for which we Process your Personal Information and whether we can achieve those purposes through other means, and the applicable legal, regulatory, tax, accounting, or other requirements. Notwithstanding, as a general policy, we do not retain Personal Information for longer than seven (7) years.
56. In some circumstances we will anonymise your Personal Information (so that it can no longer be associated with you) for historical research or statistical purposes, in which case we may use this information indefinitely without further notice to you.
57. When we no longer need to Process or retain your Personal Information, records, both physical and electronic, will be destroyed.

INTERNATIONAL TRANSFERS OF YOUR PERSONAL INFORMATION.

58. As a global organization, we may internationally transfer your Personal Information we collect between the Hard Rock Affiliated Parties (including Hard Rock's headquarters in the United States), Participating Locations, service providers, and third-party partners.
59. We may store and/or Process your Personal Information in the United States, or in Canada, or in other jurisdictions.
60. Some of the jurisdictions to which Personal Information is transferred may not provide the same level of privacy protection as your local jurisdiction. However, whenever we transfer your Personal Information outside of the European Economic Area (the "EEA") or the United Kingdom, we implement adequate safeguards in accordance with Applicable Laws in order to ensure a similar degree of protection as the country of origin.
61. The recipient country may have been deemed to provide an adequate level of protection for personal data and have obtained an adequacy decision from the European Commission or the UK Government as may be the case (for further details, see [Adequacy Decisions](#)). Absent an Adequacy Decision, we will operate the international transfer in compliance with the mechanisms approved by the European Commission and the UK Government.
62. For transfers from the EEA, we implement the standard contractual clauses as approved by the European Commission, and for transfers from the UK, we implement the international data transfer

agreement as approved by the UK Government.

63. In some occasional circumstances, we may rely on a derogation to the data protection laws that apply to transfers of Personal Information outside of the EEA or the UK. For example, it such transfers are based on your consent or necessary for the performance of a contract between us.
64. Please contact us if you want further information on the specific mechanism used by us when transferring your Personal Information outside of the EEA or outside of the UK.

YOUR RIGHTS.

Overview.

65. Under applicable data protection laws, you have a number of rights in relation to the Personal Information that we hold about you. These rights might not apply in every circumstance. You can exercise your rights by contacting us at any time using the details set out in this Privacy Policy (see the Section headed, "[Our Contact Details](#)").
66. The table in this Section sets out the rights that you have over your Personal Information. Please note that although we take your rights seriously, there may be some circumstances where we cannot comply with your request. For example, if complying with your request would put us in a position of non-compliance with our own legal or regulatory requirements. In these instances, we will let you know why we cannot satisfy your request.

YOUR RIGHTS	DESCRIPTION
Right of Access	This is commonly known as a "data subject access request". It entitles you to inquire whether we are processing your Personal Information, what type of Personal Information, how we process it, and also to receive a copy of the Personal Information we hold about you.
Right to Rectification	<p>This right entitles you to request us to correct any incomplete or inaccurate Personal Information we may hold about you.</p> <p>We always take care to ensure that the information we hold about you is accurate and where necessary, up to date. As part of the Membership Terms, you are required to provide complete and accurate information in connection with your enrolment and participation in the Program, and to update that information promptly if there are any changes or if it becomes inaccurate.</p> <p>If you believe that there are any inaccuracies, discrepancies, or gaps in the information we hold about you, you may change your personal details anytime in your account profile on the Program Website or Unity App, or by contacting Unity Customer Care by telephone at +1 (888) 519-6683 or by email at customer_care@hardrock.com.</p> <p>Note that we may need to verify the accuracy of any new data you provide to us. As such, we may require you to send supporting documentation prior to allowing certain changes (e.g., any changes to your legal name).</p>
Right to Erasure or	This right entitles you, in certain circumstances, to ask us to delete or

YOUR RIGHTS	DESCRIPTION
<p>Right to be Forgotten</p>	<p>remove your Personal Information. These circumstances include, for example:</p> <ul style="list-style-type: none"> • where we no longer need your Personal Information for the original purpose we collected it for; • where you have exercised your right to withdraw consent; • where you have successfully exercised your Right to Object to processing; or • where we may have processed your information unlawfully or where we are required to erase your Personal Information to comply with local law. <p>Note, however, that we may not always be able to comply with your request of erasure. While we will assess every request, there are other factors that we will need to take into consideration. For example, we may be unable to erase your information if retention of your Personal Information is reasonably necessary to:</p> <ul style="list-style-type: none"> • meet our legal obligations; • resolve disputes; • maintain security; • prevent fraud and abuse; or • enforce the Membership Terms. <p>We may also need to retain your Personal Information if required by gaming industry regulations, tax statutes, and other legal requirements (e.g., information on our guests who self-report; tax reporting documents; player winnings, and any statistics, reports or listings that are required to comply with Applicable Laws or protect Participating Locations).</p>
<p>Right to Restriction</p>	<p>This right entitles you to ask us to suspend the processing of your Personal Information in certain scenarios including the following:</p> <ul style="list-style-type: none"> • if you want us to establish the accuracy of your Personal Information; • where our use of your Personal Information is unlawful, but you do not want us to erase it; • where you need us to hold the Personal Information even if we no longer require it as you need it to establish, exercise or defend legal claims; or • where you have objected to our use of your Personal Information, but we need to verify whether we have overriding legitimate grounds to use it.

YOUR RIGHTS	DESCRIPTION
<p>Right to Data Portability</p>	<p>This right entitles you to request the transfer of your Personal Information to you or to a third party in certain circumstances.</p> <p>We will provide to you, or a third party you have chosen, your Personal Information in a structured, commonly used, machine-readable format. Note that this right only applies to processing carried out by automated means which you initially provided consent for us to use, or where we used the information to perform a contract with you.</p>
<p>Right to Object</p>	<p>This right entitles you to object to our processing of your Personal Information in certain circumstances.</p> <p>In some cases, we may refuse your request to object to our processing of your Personal Information, for instance, when we have compelling legitimate grounds to process your Personal Information which outweighs any prejudice to your rights and freedoms.</p> <p>With respect to direct marketing, you have certain controls over the extent to which we market to you, and you have the right to request that we stop sending you certain marketing messages at any time. For information about how to let us know you do not want to receive certain marketing messages, see the Section entitled, "<u>Marketing Communications And Your Communication Preferences</u>".</p> <p>Please note that even if you exercise this right because you do not want to receive certain marketing messages, we may still send you Program, Account, and transactional related communications where necessary.</p>

YOUR RIGHTS	DESCRIPTION
<p>Right not to be subject to a decision based solely on Automated Decision-Making, including Profiling</p>	<p>We may use your Personal Information and share it with advertisers and advertising networks, analytics and search engine providers, social networking companies (i.e., Facebook), and rewards companies for the purpose of “profiling”, which includes evaluating your personal aspects to analyze or predict aspects concerning your economic situation, health, personal preferences, interests, reliability, behaviour, location, or movements and segmenting you into a group with other Members or other persons who have similar personal characteristics. We may use this profiling to make automated decisions, meaning without human interference, to improve the efficiency of our marketing and to offer certain benefits to you or other persons based on this profiling. You have the right to opt-out at any time of our sharing of your Personal Information in this way.</p> <p>In addition, we may also use your Personal Information to generate a “lookalike audience” or similar audience of prospective customers through the platforms of advertisers and advertising networks, analytics and search engine providers, social networking companies (e.g., Facebook) and rewards companies. This allows us to target advertisements to potential customers who appear to have shared interests or similar demographics to you (based on the platform’s own data). By way of example, we do this by uploading a data list to Facebook that is encrypted and anonymized (i.e., you cannot be individually identified on the data list). Facebook then matches the encrypted and anonymized data list against Facebook’s own customer base to generate the lookalike audience. Facebook then deletes the data list we provided to them, and uses it for no other purpose. We do not have access to the identity of anybody in the lookalike audience generated from Facebook’s own customer base, unless they choose to click on the ads for our products and services.</p>

67. You can exercise your rights described in this Privacy Policy by contacting us using the contact details set out in the Section entitled, “[Our Contact Details](#)”. As a security measure, we may need to verify your identity when we receive your request, and we may need you to provide valid proof of identification. In addition, we may also contact you to ask for more information about your request to help us with our response.

68. Note that if you exercise your rights over your Personal Information and have more than one account with us, you will need to instruct us on each account separately.

No Fee Usually Required.

69. You will not have to pay a fee to access your Personal Information (or to exercise any of your rights described in this Section). However, we may charge a reasonable fee if we, in our sole discretion, consider your request is unfounded, repetitive, or excessive. Alternatively, we may refuse to comply with your request.

Response Time.

70. We try to respond to all legitimate requests based on your rights described in this Privacy Policy within one (1) month. Occasionally it could take us longer than one (1) month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and

keep you updated.

THIRD-PARTY LINKS.

71. The Program Website and the Unity App may contain links to third-party websites, plug-ins, and applications (“**Third-Party Platforms**”) whose privacy policies may differ from ours.
72. Clicking on those links may allow third parties to collect or share Personal Information about you. If you leave the Program Website or Unity App, we encourage you to carefully read and understand the privacy policies issued by these Third-Party Platforms.
73. Please note that we do not control these Third-Party Platforms and are not responsible for their privacy policies, statements, and practices (even if you access such platforms using links from the Program Website or Unity App). We do not accept any responsibility or liability in respect of these Third-Party Platforms.

HOW WE KEEP YOUR PERSONAL INFORMATION SECURE.

74. We use industry standard security safeguards to help protect Personal Information from unauthorized access, alteration, or disclosure. In addition, we limit access to your Personal Information to those employees, agents, contractors, service providers, and other third parties who have a business need to know. They will only Process your Personal Information on our instructions, and they are subject to a duty of confidentiality. Despite these efforts, please understand that as no system is perfect, we cannot guarantee that unauthorized access or theft of data will not occur, so you should exercise caution when transferring personal and other sensitive information over the Internet.
75. Please advise us immediately at dataprotection@hardrock.com of any incident involving the loss of or unauthorized access to or disclosure of Personal Information that is in our custody or control. We maintain Incident Response and Business Continuity Plans to address data incident situations.
76. You are responsible for keeping your Account Credentials confidential. You should not share such Account Credentials with any other person, as you are responsible for all activity on your Account. Be sure to sign off when finished if you are using a shared device. You must notify us immediately if you are aware or suspect any unauthorized use of your Account. Please note that we will never ask for a password other than on the log-in page on your Unity online account (which is accessible through the Program Website or the Unity App). Links are available on the Program Website and the Unity App to request assistance for logging into your online Account.

PROTECTING CHILDREN.

77. We are mindful of the privacy of children as they may be less aware of the risks, consequences and safeguards concerned, and their rights in relation to the processing of Personal Information. For these reasons, promotions, and activities by us addressed to children always receive specific attention and protection. We always rely on consent as a lawful basis for processing of Personal Information relating to children, and we always get consent from whoever holds custodial responsibility for the child.

UPDATES TO THIS PRIVACY POLICY.

78. We reserve the right to update, change, revise, modify, amend, supplement, or replace this Privacy Policy (collectively, the “**Changes**”) at any time in our sole discretion by providing notice of the Changes by posting the revised Privacy Policy (incorporating the Changes) to the Program Website.

In addition, we, in our sole discretion (unless required by Applicable Laws), may provide notice of the Changes by sending a copy of the revised Privacy Policy via email to Members. If you continue to access or use the Program Website or the Unity App, or continue to participate in the Program, after the revised Privacy Policy has been posted, or after receiving a copy of the revised Privacy Policy (incorporating the Changes) by email (if we choose to send you an email); then subject to Applicable Laws, you will be deemed to have accepted such Changes and the revised Privacy Policy shall become binding upon you as of the date that the revised Privacy Policy became effective. We therefore encourage you to review our Privacy Policy periodically for the most up-to-date information.

79. If you disagree with the revised Privacy Policy, then your sole and exclusive remedy is to withdraw from the Program and terminate your Membership in accordance with the Membership Terms.

U.S. STATE-SPECIFIC PRIVACY LAWS.

80. If you reside in California, Nevada or Virginia, then, in addition to the rights you have under this Privacy Policy, you are entitled to the additional disclosures and rights set out in the U.S State-Specific Privacy Laws depending on the particular State in which you reside. Please click this link [U.S. State-Specific Privacy Laws](#) to see the additional disclosures and rights that apply to you. If you reside in a state other than California, Nevada or Virginia, please check the above link regularly for any updates that may apply to you or your place of residence.

OUR CONTACT DETAILS.

81. **Global Data Protection & Risk Office.** Our Global Data Protection & Risk Office is responsible for overseeing this Privacy Policy. If you have any questions about this Privacy Policy, or you wish to exercise any of your rights set out in the Section entitled "[Your Rights](#)" of this Privacy Policy, please: (1) contact our Global Data Protection & Risk Office by using the contact details below, or (2) complete and submit the online form which can be accessed at the link below.

To: Global Data Protection & Risk Office
Seminole Hard Rock Support Services, LLC d/b/a Unity Global Services

Postal address: 5701 Stirling Road,
Davie, Florida 33314
United States of America

Email address: dataprotection@hardrock.com

Telephone number: +1-833-970-1536 (U.S. toll-free); or
+1-954-498-9834

Website: www.unitybyhardrock.com

ONLINE FORM LINK: You can exercise any of your rights by submitting the online form [Exercising My Rights](#)

82. Please include your first name, last name, address, phone number, email address, and any relevant account or reference number in all communications and state clearly the nature of your request or concern. If you wish to exercise your privacy rights mentioned in the Section entitled “[Your Rights](#)” of this Privacy Policy, please mention the name of the right you would like to exercise in the subject of your request. As a security measure, we may need to verify your identity when we receive your request, and we may need you to provide valid proof of identification. If we decline to take action regarding your request, we shall inform you of the justification for declining to take action and shall provide you with instructions on how to appeal our decision (you can appeal our decision by following those instructions).

83. **UK Contact Information.** For residents in the UK, please contact our UK Data Privacy Representative by using the following contact details:

To: UK Unity Data Privacy
The Back Room

Postal address: 148 Old Park Lane,
London W1K IQY
United Kingdom

Email address: UKdataprivacy@hardrock.com

Telephone number: +44-020-7514-1700

84. You have the right to make a complaint at any time to the Information Commissioner’s Office (“**ICO**”), the UK regulator for data protection issues (www.ico.org.uk). We would, however, appreciate the chance to deal with your concerns before you approach the ICO, so we ask that you please contact us in the first instance.

85. **EEA Contact Information.** For residents of the EEA, please contact our EEA Data Privacy Representative by using the following contact details:

To: EEA Unity Data Privacy
Studio Legale PANETTA

Postal address: Via Arenula, 83
00186 Roma RM, Italy

Email address: EEAdataprivacy@hardrock.com

Telephone number: +39-06-6821-0129

86. You have the right to make a complaint at any time with a supervisory authority based in the EEA; in particular, a supervisory authority in the EEA country of your habitual residence, place of work, or of an alleged infringement of data protection laws.

87. **Independent Mediation Contact.** We have engaged a private sector organization called the International Centre for Dispute Resolution (located in the United States) that provides an independent recourse mechanism to investigate and expeditiously resolve individual complaints and disputes. To file a complaint or dispute with the International Centre for Dispute Resolution, please

visit the [International Centre for Dispute Resolution](#) website for information on completing a [Notice of Arbitration Form](#) (which should be submitted in accordance with the instructions that appear on that form).

88. In all cases, we will do our best to answer any question and resolve any complaint to your satisfaction.