Valley Club Terms and Conditions

These terms and conditions (this "Agreement") govern the Valley Forge Casino Resort ("VFCR") Player Rewards and Resort Membership Program.

- 1. Participation in the Valley Player Rewards Program is open to the public and free of charge. Must be at least 21 years of age or older. Cannot be a part of any exclusion lists.
- 2. Valley Club holders are solely responsible for all applicable taxes and fees.
- 3. The Valley Club Card is solely used for the Valley Player Rewards Program. The Valley Club Card may be inserted into any slot machine to earn Points used for goods and services at Valley Forge Casino Resort.
- 4. Valley Club holders must be at least 21 years of age and must supply a government issued photo identification card. Any change of account information or account transaction requires the same. Acceptable forms of ID include: To Issue Access: US State Issued ID Card, US State Issued Driver's License, National Passport or Passport Card, Permanent Residents Card, Military ID (active or inactive), or Foreign ID contained within the Official Valid Identification Book located at Valley Services. To Create a Player's Card: US State Issued ID Card, US State Issued Driver's License, National Passport or Passport Card, Permanent Residents Card, Military ID (active or inactive), Foreign ID contained within the Official Valid Identification Book located at Valley Services. The above ID's may be accepted if expired and accompanied with a temporary camera or ID card (ID expiration vs. the camera card is up to a Supervisor/Manager's discretion on whether or not to issue). One may not be accepted without the other. ID's listed above that are hole punched are no longer valid and cannot be accepted.
- 5. Valley Club holders are limited to one account. No joint accounts will be issued (accounts with more than one name).
- 6. A PIN (Personal Identification Number) is required for certain transactions. A Valley Club Cardholder PIN is selected at time of registration and may be changed at any time by the Valley Club Cardholder at any self-service kiosk. Valid identification is required for any changes to a PIN if changes are made at with a Valley Services Representative. Employees of Valley Forge Casino Resort do not have access to any Valley Club account PINs. Sharing of a PIN is prohibited even with authorization from cardholder.
- 7. The Valley Club program consists of two levels: Valley Club and Valley Elite. Valley Club Cardholders are upgraded to a Valley Elite Club when they earn 1,000 Points in a calendar year, January 1-December 31.
- 8. The Valley Club Card level does not expire. Valley Elite level expires on January 31 of the following year.
- 9. Valley Forge Casino Resort is not responsible for lost or stolen cards, including any resulting misuse.
- 10. Valley Club Points will expire 12 months from the date earned or after 6 months of player inactivity.
- 11. Valley Club cardholders can earn Points which can be used as Comps the same day as earned or accumulated for future use. Comps are valid for purchases in all Food & Beverage Outlets, Valley Shop, Entertainment show tickets and Hotel Rooms. Comps earned are based on level of play, amount of play and are accumulated during each visit. Tier Points and Sweepstakes entries are not earned from Free Slot Play.
- 12. Any complimentary or promotional offers, other than earned Comps/Points, are issued at the discretion of Valley Forge Casino Resort Management and based on casino play.
- 13. Valley Forge Casino Resort Management reserves the right to adjust account status due to computer error, machine malfunction, table game rating system error, operator error, fraud, or other misuse of the Valley Club.
- 14. Valley Club cardholders may not use their cards in slot machines or at any table games being played by anyone other than the cardholder.
- 15. Valley Club status and rewards are non-transferable. All redemptions are final. Valley Club cards may not be transferred or used by a person other than the rightful owner of the card.
- 16. Valley Club cardholders must maintain possession of his or her card and government-issued photo identification while on the casino floor.
- 17. Valley Club cardholders are responsible for properly inserting their Valley Club Card in the slot card reader and to verify acceptance. Valley Club cardholders are responsible for presenting their Valley Club Card to a Table Games team member prior to and when completing their play.
- 18. Email addresses are required if Valley Club cardholders wish to receive notification of exclusive E-Club offers, invitations or other communication. If you do not have access to email, you may access your account information and offers via phone at 610-354-8118, or from one of our Valley Services Representatives or VIP Hosts. By offering their email address, Valley Club cardholders agree to receive email notifications from Valley Forge Casino Resort regarding offers, invitations, or other communication. VFCR Privacy Policy is posted online. *Note: for privacy/security reasons, some information may not be given over the phone.
- 19. Guest information such as addresses, phone numbers and email addresses are confidential and not shared with any individuals or companies at any time.
- 20. Valley Forge Casino Resort Management reserves the right to change, alter or cancel the Valley Club program or the official terms and conditions along with any benefits or rewards at any time without notice. Tier Level and Comps are subject to review, change, and/or verification at the discretion of Valley Forge Casino Resort Management.
- 21. In the event of Valley Club cardholder's death, all rewards remain non-transferable and have no cash value. In the event of divorce, the Valley Club cardholder retains all benefits and rewards unless otherwise set forth in the divorce settlement.
- 22. Individuals who are on the Pennsylvania Gaming Control Board Exclusion List per Chapter 511a or Self-Exclusion List per Chapter 503a, or who have been excluded from casino gaming are ineligible to participate and/or become a member of the Valley Club program. Those who become excluded after they have been a Valley Club cardholder and have accrued benefits shall forfeit said benefits in their entirety.
- 23. Valley Club status may be revoked, canceled, or denied at any time without notice at the discretion of Valley Forge Casino Resort Management. All decisions regarding any dispute will be final and binding.
- 24. Unless noted otherwise, all program time frames are defined as 6:00 a.m. the day they start and run through 5:59 a.m. the next calendar day.
- 25. Employees of Valley Forge Casino Resort or any of its subsidiaries, affiliates and parent companies and anyone ineligible per Pennsylvania Gaming Control Board regulations are not eligible for participation in the Valley Club Card program. Additionally, family members of employees of Valley Forge Casino Resort, any of its subsidiaries, affiliates and parent companies including their spouse, children, parents, siblings and anyone living in their household, are not eligible to participate in any sweepstakes or promotional program involving a chance for prizes.
- 26. Valley Club cardholders agree to allow the use of their names and likeness for promotions, advertising and announcements without compensation where permitted.
- 27. Valley Forge Casino Resort does not share its customer database with any outside entities.
- 30. Unauthorized use of a Valley Club Card will result in an immediate termination of an individual's membership without any refund or reimbursement.
- 31. Valley Forge Convention Center Partners, LP and all of its respective affiliates, directors, officers and agents (Collectively "Membership Providers") expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
- 32. This Agreement, and the respective rights and obligations of the parties hereunder, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, without regard to conflict of law principles.
- 33. Any controversy or claim arising out of or relating to this Agreement (including any breach thereof) or the VFCR Resort Membership Program shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules (including without limitation the Supplementary Procedures for Consumer-Related Disputes), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated with any claim or controversy of any other party. The foregoing shall not preclude Valley Forge Convention Center Partners, LP from seeking any injunctive relief in State or Federal courts for protection of their respective intellectual property rights.

- 34. These terms and conditions, including all documents referenced herein, represent the entire understanding between Valley Forge Casino Resort and any cardholder in the Valley Forge Casino Resort Players Reward Program and supersede any other agreements, statements or representations.
- 35. By participating in the Valley Forge Casino Resort Players' Rewards Program, participants agree to and accept these terms and conditions.
- 36. Void where prohibited or restricted by law.