



PUBLIC OFFER FOR SALE OF TICKETS TO EXHIBITIONS AND CONFERENCES TO LEGAL BODIES

"Smile-Expo" LLC, hereinafter referred to as "Contractor", enters into this agreement with any **legal body**, hereinafter referred to as "Customer". This Agreement is a contract of adhesion and regulates the relations between the Parties in accordance with Art. 634 and Art.641 para.2 of the Civil Code of Ukraine.

1. TERMS AND DEFINITIONS USED IN PRESENT AGREEMENT

1.1. Customer - legal body who came in full and without exception to terms of the offer (accepted the offer).

1.2. Contractor - Limited Liability Company "Smile-Expo".

1.3. Order - the decision of the Customer to purchase Ticket to the Event, issued on the event website online: <https://ugw.com.ua/> (hereinafter Website).

1.4. Event – exhibition «**Ukrainian Gaming Week**», organized by "Smile-Expo" LLC. Information about the Event can be found on Website. After the end of the Event duration period, abovementioned Website domain can be used by the domain name owner for publication of the other information (not related to the Event). Thus, information about the Event can be deleted from the referred domain name after the end of the Event duration period.

1.5. Ticket - the right to visit Event, purchased for a payment made by Customer to Contractor (or the party appointed for this purpose by Contractor). One ticket is valid for one individual.

2. SUBJECT OF AGREEMENT

2.1. Contractor shall organize and carry out the Event and Customer shall pay for visiting the Event on the prepayment basis (pay for Ticket (Tickets) for the persons sent to Event by Customer have the right to enter the Event.

2.2. The event will be held *from March 23, 2022 to March 24, 2022* at the following address: *02002, Ukraine, Kyiv, 15 Brovarskoy Ave, pavilion 4, «International Exhibition Center».*

2.3. Event program is published on the Website.

2.4. Event visiting service is provided by Contractor concerning the person (persons) specified by the Customer in the Registration form that should be filled out on the Website, for drawing the invoice by Contractor to the Customer.

Person (persons) specified by Customer in the Registration form for the sake of the present Agreement shall be called Event Visitor.

2.5. Service shall be rendered by Customer to Visitors not individually but collectively with other visitors who also enter in Agreement with the Customer regarding the Event visiting service.

Common number of visitors (individuals) who simultaneously receive the Event conducting service is defined at the discretion of Contractor.

2.6. Event program specified on Website is preliminary. Separate items of the Event program can be changed to similar ones or left out by the Contractor on a unilateral basis.

2.7. The acceptance of this Offer is admitted only when Customer takes the series of following steps:

- filling out of the Registration form on the Website;
- receiving of the drawn invoice from the Contractor;
- payment for the received invoice in full within the limits of the time period specified in the invoice.

2.8. Acceptance of the Customer is the unconditional acceptance of any terms of the present Agreement.

3. RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1. Contractor shall:

3.1.1. Organize the Event. If necessary, on his own behalf sign corresponding services agreements necessary for Contractor to carry out the Event.

3.1.2. Within 10 (ten) days from the moment of completion of payment for Ticket (Tickets) by the Customer, send electronic Event Ticket (Tickets) payment confirmation to Customer by means of e-mail specified by the Customer.

3.1.3. Inform the Customer on any changes and amendments regarding the Event (its Program) by posting information about the changes on the Website.

3.1.4. Ensure presence of Contractor's representative during all Event program.

3.1.5. Not disclose any personal information of the Customer and not provide access to this information to third parties, except as required by the law.

3.2. Contractor shall have the right to:

3.2.1. On a unilateral basis, change the program of the Event, posting appropriate information about changes on the Website.

3.2.2. Turn website on and off, perform preventive maintenance on the server and other equipment used in Website operation at any time convenient for Contractor.

3.2.3. Contractor reserves the right of non-fulfillment of the Services in case of force majeure (p. 5 of the present Agreement).

3.2.4. Contractor reserves the right to send newsletters involving informational and advertising materials to Customer's contact data. Making payment (part of payment) under the present Agreement confirms Customer's consent to receive informational and advertising materials relating to products/works/services offered by the Contractor and/or Contractor's counterparties, as well as the information specifying the materials previously sent by the Contractor. Customer confirms his consent to receive newsletters, electronic newsletters and other mailings (personalized or bulk) performed by Contractor at his own discretion (from any accounts used by the Contractor), for distribution of information on industry news and/or advertising of products/works/services offered by the Contractor and/or Contractor's counterparties.

3.2.5. Contractor shall have the right to take photographs, record audio and video of the whole Event and its visitors on the territory of the Event in particular.

Contractor (his counterparties and authorized persons) can use the abovementioned photos, audio and video materials at his own discretion, including, but not limited to publishing it in the printed issues, on websites, without receiving additional approval from Customer/his representatives – Event visitors (actually present on photos/video during the Event on the Event territory) and without paying any compensations/charges to Customer/his representatives – Event visitors.

Herewith, Contractor (his counterparties and authorized persons) have the right to use the abovementioned photos, audio and video materials in the way stipulated in the previous paragraph, either without adding Customer's name, or with adding Customer's name provided that the Customer gives his separate permission for such action.

Acceptance of the present Offer and payment of the invoice drawn by the Contractor shall be considered as declaring and confirming of Customer's and visitors' (whose Tickets are paid for by the Customer) consent with Contractor's rights specified in the present paragraph.

3.2.6. Contractor has the right to process visitors' personal data provided by the Customer, including gathering, systematization, collection, saving, updating, changing, depersonalization, blocking and destroying without receiving the corresponding written consent from individuals – visitors.

Acceptance of the present Offer and payment of the invoice drawn by the Contractor shall be considered as Customer's and visitors' (whose Tickets are paid for by the Customer) consent with Contractor's rights specified in this paragraph.

3.2.7. Contractor has the right to place Customer's logo taken from the open sources in the web on the Event website and on Contractor's social network accounts, if the Customer has paid for the Event ticket.

3.2.8. Organizer shall have the right to cancel the Event, by notifying the Customer in advance. In case of the Event cancellation, Organizer shall return to the Customer money received under this Agreement in the amount paid by the Customer within 15 (fifteen) working days since the day of receiving an Event cancellation notification.

3.2.9. Service Provider shall have the right to cease/restrict the sale of tickets to Event if the number of Attendees present on the territory of the Event exceeds the allowed quantity calculated at the rate of 1 person per 4 square meters of area or the attendance in the premises exceeds 50 percent of the seats.

3.2.10. In case the Attendee (Customer) disturbs public peace/ obstructs normal run of the Event program/ distributes advertising or other products unauthorized by the Customer/ creates obstacles in obtaining of services by other attendees of the Event, Service provider shall have the right to remove such violating Attendee from the Event venue.

In case of the abovementioned event, the funds paid by the Customer shall not be returned to the Customer.

3.2.11. Service Provider reserves the right to remove/refuse the right to attend the Event to persons who use swear words and/or defame the honor, dignity and reputation of Service Provider and/or persons present at the Event.

3.3. Customer shall:

3.3.1. Specify the correct information about his data (including personal data of individuals on whose names the Tickets are purchased). Should the Customer refuse to provide the necessary data, the Contractor shall have the right to refuse Event visiting.

By paying for the invoice drawn by Contractor, Customer guarantees to the Contractor that individuals – visitors (whose Tickets are paid for by the Customer) agree for processing their personal data (provided with the purpose of entering to the Event) by the Contractor, including gathering, systematization, collection, saving, updating, changing, depersonalization, blocking and destroying.

In case the provision specified in this paragraph is not fulfilled, Customer shall bear individual responsibility for risks related to the absence of such consent from a certain individual.

3.3.2. After the end of the Event, sign rendered services acceptance certificate acquired from Contractor and send it to Contractor.

3.3.3. Provide Visitor's ID when receiving a badge (ticket) granting access to the Event on demand of representative of "Smile-Expo" LLC (person with a badge – "Organizer") or on demand of representative of the third parties hired by "Smile-Expo" LLC (security, registration zone personnel).

3.3.4. Provide Visitor's ID when entering the Event territory each time on demand of representative of "Smile-Expo" LLC (person with a badge – "Organizer") or on demand of representative of the third parties hired by "Smile-Expo" LLC (security, registration zone personnel).

3.3.5. Within 3 working days from the date the Contractor submits the Certificate of rendered services, the Customer is obliged to send the signed Certificate in the written form, or a reasoned refusal to sign it to Contractor's postal address specified hereof. In case the Customer fails to fulfill the conditions of this clause, obligations of the Contractor to the Customer under this agreement shall be deemed to be performed in full, and the Certificates – duly executed even if the Contractor is the only party to sign the Certificate.

3.3.6. Shall not to use the services of the Service Provider in any form (including, but not limited to: stand space, promotion on the entire territory of the Event, information for advertising messages, information for news messages on the website and in social networks of the Service Provider and any other services) for the purposes of dissemination/promotion of information about its (Customer's) and/or third parties' products, services, as well as about the event (including, but not limited to: party, afterparty, conference, exhibition, seminar, competition, etc.).

3.3.7. In the event that public authorities and/or local governments introduce the rules stipulating the holding and attending of public events, it's required to have a negative result for COVID-19 test with polymerase chain reaction or a rapid test for coronavirus SARS-CoV antigen taken no more than 72 hours before the Event or a document confirming that a person has taken a full course of vaccination, an international, domestic or foreign certificate confirming vaccination against COVID-19 with one dose of a single-dose vaccine or two doses of a two-dose vaccine (green certificates) included by the World Health Organization in the list of vaccines authorized for emergency use, a negative result of testing by polymerase chain reaction or recovery from this disease, the validity of which is confirmed by the Unified State Web Portal of Electronic Services (hereinafter referred to as the «Document»), including Diia mobile application. The Customer's representatives undertake to carry and present an authentic Document on the first request of the Organizer.

3.3.8. Not send to Contractor Event visiting applications from the persons under 21 (twenty one) years of age.

3.4. Customer shall have the right to:

3.4.1. Select payment method for the Ticket from those offered by Contractor on the website.

3.4.2. At own discretion, check the information before sending a Registration form. Customer shall bear full responsibility for authenticity and eligibility for data usage specified during filling out of a Registration form (including personal data of individuals on whose names the Tickets are purchased).

3.4.3. Change one Visitor to another Visitor from the Customer's side, not exceeding the quantity of purchased tickets. For this purpose, Customer shall send data for substitution to help@smileexpo.center not less than 3 days before the Event.

3.4.4. Receive closing documentation set from the Contractor following the completed payment for Ticket(s).

3.5. Tickets that have been paid for by the Customer are non-refundable. Contractor shall not return accepted payment to the Customer in case Visitors fail to attend the Event because of the reasons not related to Contractor's violation of the present Offer terms.

4. LIABILITY AND DISPUTES RESOLUTION

4.1. Contractor shall not be liable for non-compliance or improper compliance of services on his part or on the part of third parties, arising due to the unreliability, failure or delay of confirming information provided by the Customer and arising as a result of other violations of the terms of the Offer by the Customer.

4.2. Contractor shall not be liable for the nonconformity of the Event with Customer's (Visitors') expectations and his subjective judgment.

4.3. Contractor shall have the right to remove the disturbing Visitor from the Event territory in case such Visitor violates public order/prevents the Event Program from its course/interferes with other visitors' obtainment of services.

If the situation stipulated in this paragraph arises, the funds paid by the Customer shall not be returned to the Customer.

4.4. In case of violation of p.3.3.6. hereto by the Customer, Service Provider shall have the right to remove such violator from the Event venue.

In case of the abovementioned event, the funds paid by the Customer shall not be returned to the Customer.

4.5. In case of violation by the representatives of the Customer of p.3.3.7. of this Agreement refusal to present the Document, the Organizer shall have the right to remove such person/persons from the venue of the Event. In cases specified in this paragraph, the funds paid by the Customer shall not be returned to the Customer. In case of detection of this violation and/or presenting of a fake Document, all responsibility shall be borne by the Customer.

4.6. Contractor shall not be liable for any Visitor's personal belongings that get lost, damaged or fully or partially ruined in any other way on the Event. In such cases, the affected owner may choose to approach to law enforcement authorities with corresponding requests in order to establish the truth and bring guilty persons to responsibility. Visitors' actions related to full or partial loss of personal belongings shall not disturb Event's normal course or create any difficulties/interruptions/inconveniences for the persons present at the Event, including with the aim of solving problems related to the lost belongings.

4.7. Parties shall make all efforts to reach consent on the matters of argument by means of negotiations. In the event of failure to reach consent by means of negotiations, controversies must be submitted for settlement in court at the location of Contractor.

4.8. For all other matters not provided in this Offer, Parties shall be governed by the acting legislation of Ukraine.

5. FORCE MAJEURE

5.1. Parties shall not be responsible for the complete or partial failure to fulfill their obligations under the present Agreement if such failure is caused by force majeure, i.e. extraordinary and unavoidable conditions under the given circumstances.

5.2. The circumstances of force majeure, in particular, include: natural disasters, acts of war, national crisis, strikes in the industry or region, the actions and decisions of public authorities, failures arising from telecommunications and energy networks, the effect of malware, as well as the unscrupulous actions of third parties expressed in actions aimed at unauthorized access and/or disabling the software and/or hardware system of each Party.

6. PRIVACY POLICY

6.1. Customer shall be responsible for maintaining the confidentiality of his registration name (login) and password and for all activities performed under that name (login) and password.

6.2. Contractor shall not be responsible and shall not reimburse losses caused by unauthorized use of identification details of the Customer by the third parties.

7. BANK DETAILS OF CONTRACTOR:

Smile-Expo, LLC

Legal address: 7 Budindustriyi str., of. 1, Kyiv, 01013

USREOU: 39183091

TIN 391830926503

Account UA523808050000000026005550702

Bank "Raiffeisen Bank Aval" PJSC

Kyiv, Ukraine

Bank code 380805

E-mail: help@smileexpo.center