

APPROVED:
Managing Director
Smile Expo s.r.o.

V.S.Riazhechkin
February 27, 2017

**PUBLIC OFFER FOR SALE OF TICKETS TO EVENT
TO PRIVATE PERSONS AND LEGAL ENTITIES
(SALE OF TICKETS ON WEBSITE)**

Smile Expo s.r.o., with its seat at Kaprova 42/14, Staré Město, 110 00 Prague 1, Id. No. 039 45 065, registered in the Commercial Register maintained by the Municipal Court in Prague under file No. C 240346, hereinafter referred to as “Contractor”, enters into this agreement with any **private person and legal entity**, hereinafter referred to as “Customer”. This Agreement is a contract of adhesion and regulates the relations between the Parties in accordance with sections 1780, 1798 and other sections of the Act No. 89/2012 Coll., Civil Code as amended.

1. TERMS AND DEFINITIONS USED IN PRESENT AGREEMENT

- 1.1. Agreement – the present agreement, all annexes, appendices to this agreement and any amendments thereto.
- 1.2. Contractor - **Smile Expo s.r.o.**
- 1.3. Customer - private person or legal entity that agreed in full and without exception to terms of the offer (accepted the offer).
- 1.4. Event – a conference or exhibition organized by **Smile Expo s.r.o.** or other body, the interests of which are represented by **Smile Expo s.r.o.** Information about the Contractor’s Events can be found on the Website.
- 1.5. Offer – the public offer which forms the subject matter of this Agreement as defined in article 2.
- 1.6. Order - the decision of the Customer to purchase Ticket to the Event, issued in the Online shop.
- 1.7. Online shop – shop on an online Website belonging to the Contractor
- 1.8. Website – online website with a URL of <https://vrargamblingconf.com/en>.
- 1.9. Ticket - electronic document purchased for a payment, giving the right to visit Event (entrance ticket to an exhibition and/or conference). One Ticket is valid for one individual.

2. SUBJECT OF AGREEMENT

- 2.1. The subject of the present Offer is the sale of an admission Ticket for a certain Event from those listed in the Online shop to a Customer, under the terms of the present Offer and Terms and conditions for “ordering tickets to exhibitions and conferences”.
- 2.2. The acceptance of this Offer is completed only when the Customer takes the series of following steps:
 - filling out of the application on the Website; and
 - payment for the Order in full amount.
- 2.3. Acceptance by the Customer is the unconditional acceptance of terms of the present Agreement.

3. RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1. Contractor shall:

- 3.1.1. From the moment of signing of the present Agreement, provide Event Ticket specified in the Customer’s application to the Customer via electronic mail.
- 3.1.2. Inform the Customer of any changes and amendments regarding the Event by posting information about the changes on the Website.
- 3.1.3. Not disclose any personal information of the Customer and not provide access to this information to third parties, except as required by the laws of the Czech Republic.

3.2. Contractor shall have the right to:

- 3.2.1. Demand full acceptance of the Offer conditions from Customer.
- 3.2.2. Use services of third parties to accept payments for the Tickets.
- 3.2.3. On a unilateral basis, change the program of the Event, posting appropriate information about changes on the Website.
- 3.2.4. Turn the Website on and off, perform preventive maintenance on the server and other equipment used in the operation of the Website at a convenient time, informing Customers of such actions on the Website.
- 3.2.5. Contractor reserves the right of non-fulfilment of the Services in case of force majeure (art. 6 of the present Agreement).

3.2.6. Contractor reserves the right to send newsletters containing informational materials to the Customer's contact data. By paying for the Order (including partial payment) under the present Agreement, the Customer consents to receive informational and promotional materials about goods/services/products, offered by the Contractor and/or contractual partners of the Contractor, as well as information specifying materials provided earlier. The Customer acknowledges and agrees to get newsletters, electronic newsletters and other mailings (both individual and mass) issued by the Contractor (from any accounts of the Contractor) at his own discretion for the purpose of informing about industry news and/or promoting goods/services/products, offered by the Contractor and/or contractual partners of the Contractor.

3.3. Customer shall:

3.3.1. Prior to agreeing to the present Agreement, read and understand the conditions of the present Agreement and Ticket prices on the Website

3.3.2. Accept the conditions of the present Offer.

3.3.3. Choose the Event that the Customer wants to attend, staying in compliance with age restrictions applied at the Event and published on the Website.

3.3.4. Specify the correct information about his data when purchasing a Ticket. Should the Customer refuse to provide the necessary data, the Contractor shall have the right to refuse a Ticket sale.

3.3.5. On his own account, check order data before sending. The Customer shall bear full responsibility for correctness and validity of data used to order the Ticket.

3.3.6. Pay the price for the Ticket (or Tickets) in full in accordance with the Terms and conditions for ordering tickets to exhibitions and conferences.

3.3.7. Provide his ID when receiving a badge (Ticket) granting access to the Event on demand of a representative of the Contractor (person with a badge – “Organizer”) or on demand of a representative of third parties hired by the Contractor (security, registration zone personnel).

3.3.8. Provide his ID when entering the Event area each time on demand of a representative of the Contractor (person with a badge – “Organizer”) or on demand of a representative of third parties hired by the Contractor (security, registration zone personnel).

3.3.9. Shall not use Contractor's services, whatever they may be (including, but not limited to: stand space, promotion within the area of the Event, information for advertising messages, information for news reports on the website and social networks of the Contractor and any other services), for the purposes of dissemination/promotion of information about his (Customer's) event (including, but not limited to: party, auto party, conference, exhibition, seminar, contest, etc.), that is to take place within a period of a month before and a month after the Event, specified in article 1.4. of the present Agreement.

3.4. Customer shall have the right to:

3.4.1. Order a Ticket on the Website. By doing so, the Customer agrees, that in the event of using the Contractor's service, the Customer accepts the conditions of the present Offer in full, regardless of how the purchase has been made.

3.4.2. Select a payment method for the Ticket from those offered on the Website.

4. TICKETS REFUND

4.1. Customer may cancel the Ticket no later than 72 hours prior to the start of the Event.

In case of a Ticket cancellation, the Contractor shall refund the Customer the amount accepted as payment from the Customer for the Order by means of the same electronic payment that was used for acceptance of the payment and to the same banking details (electronic wallet) that the Customer used to send his payment.

4.2. In case of an Event cancellation, the Customer will be refunded the full Ticket price within 7 (seven) days. Refund of a Ticket price sold with a discount takes into account the involved discounts.

In such a case, the Contractor refunds the Customer the accepted payment amount for the Order by means of the same electronic payment that was used for acceptance of the payment and to the same banking details (electronic wallet) that the Customer used to send his payment.

5. LIABILITY AND DISPUTES RESOLUTION

5.1. The 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.

5.2. The Contractor shall not be liable for the Customer's nonattendance of the Event for reasons outside of the Contractor's (Event organizer's) control.

5.3. The Contractor shall not be liable for the nonconformity of the Event with the Customer's expectations and his subjective judgment.

5.4. Contractor shall not be liable for any personal property of the Visitor, damaged or otherwise fully or partially lost at the Event. In such cases, owner of the lost property shall have the right (at his own discretion) to file a statement with the law enforcement authorities in order to ascertain the truth and bring to justice those responsible. Visitors should not disturb the normal course of the Event, create any difficulties/obstacles/discomfort for persons

present at the Event, by their actions regarding total or partial loss of the property, including those addressing the issues related to lost property.

5.5. The Contractor and the Customer shall make all efforts to reach consent on any dispute by means of negotiations. In the event of failure to reach consent by means of negotiations, disputes must be submitted for settlement in a court at the location of the Contractor.

5.6. For all other matters not provided in this Offer, the Contractor and the Customer shall be governed by the applicable legislation of the Czech Republic.

6. FORCE MAJEURE

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

6.2. 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.

7. PRIVACY POLICY

7.1. The 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.

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

8. BANKING DETAILS OF CONTRACTOR:

Smile Expo s.r.o.

Legal address: Kaprova 42/14, Staré Město, 110 00 Prague

ID: 039 45 065

VAT number: CZ03945065

Beneficiary's bank: Komerční banka, a.s.

BIC / SWIFT code: KOMBCZPPXXX

Account owner: SMILE EXPO S.R.O.

Account type: Current account

CZK Account: 115-23200267/0100

IBAN CZK: CZ2501000001150023200267

EUR account: 115-23350257/0100

IBAN EUR: CZ4501000001150023350257

E-mail: client@smile-expo.com