

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

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

Smile Expo s.r.o., 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 Article 1780, 1798 and other Articles of the Act No. 89/2012 Coll., Czech Republic civil code as amended.

1. TERMS AND DEFINITIONS USED IN PRESENT AGREEMENT

- 1.1. Customer - private person or legal entity that came in full and without exception to terms of the offer (accepted the offer).
- 1.2. Contractor - **Smile Expo s.r.o.**
- 1.3. Online shop - online website with an address in the Internet - www.smileexpo.eu, belonging to Contractor (hereinafter – Website).
- 1.4. Order - the decision of the Customer to purchase Ticket to the Event, issued in the online shop.
- 1.5. Event - Conference or Exhibition organized by **Smile Expo s.r.o.** or other body, which interests are represented by the actions of **Smile Expo s.r.o.**. Information about the Contractor’s Events can be found on the Website.
- 1.6. Ticket - electronic document purchased for a payment, giving the right to visit Event (entrance ticket to Exhibition and/or Conference). One ticket is valid for one individual.

2. SUBJECT OF AGREEMENT

- 2.1. Subject of the present offer shall be considered as the fact of selling of Ticket for visiting a certain Event from the listed in the online shop to Customer, on terms of the present Offer and Terms and conditions for “ordering tickets to exhibitions and conferences”.
- 2.2. The acceptance of this Offer is admitted only when Customer takes the series of following steps:
 - filling out of the application on the Website;
 - payment for the Order in full amount.
- 2.3. Acceptance of 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 Customer via the electronic mail.
- 3.1.2. Inform the Customer on 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 Law 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 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 Website on and off, perform preventive maintenance on the server and other equipment used in Website operation at convenient time, informing Customers on Website.
- 3.2.5. Contractor reserves the right of non-fulfillment of the Services in case of force majeure (p. 6 of the present Agreement).
- 3.2.6. Contractor reserves the right to send newsletters involving informational materials to Customer's contact data. By paying for the Order (or paying part of it) under the present Agreement, Customer confirms Customer's consent 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. Customer acknowledges and agrees to get newsletters, electronic newsletters and other mailings (both individual and mass)

performed by 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. Till the moment of signing of present agreement, read and understand the conditions of the present agreement and Tickets price on the Website

3.3.2. Accept the conditions of the present Offer.

3.3.3. Choose the Event that 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 Ticket selling.

3.3.5. On his own account, check order data before sending. 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 (Tickets) in full in accordance with the Terms and conditions for ordering tickets to exhibitions and conferences.

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

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

3.3.9. Shall not use Contractor's services, whatever they might be expressed in (including, but not limited to: stand space, promotion within the territory 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 its (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 paragraph 1.5. of the present Agreement.

3.4. Customer shall have the right to:

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

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

4. TICKETS REFUND

4.1. Customer can cancel Ticket not later than 72 hours prior to the start of the Event.

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

4.2. In case of Event cancellation, Customer is returned the full Ticket price within 7 (seven) days. Refund of the Ticket price sold with a discount is carried out taking into account the involved discounts.

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

5. LIABILITY AND DISPUTES RESOLUTION

5.1. 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.

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

5.3. Contractor shall not be liable for the nonconformity of the Event with 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 in 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. 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.

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

6. FORCE MAJEURE

6.1. 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.

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. 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. 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, 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