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, ("Contractor"), enters into this agreement with any private person and legal entity, ("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 ("Civil Code").

1. TERMS AND DEFINITIONS USED IN PRESENT AGREEMENT

1.1. Insofar as the following terms and definitions are used under this Agreement they shall have the following meaning, unless expressly stated otherwise. Where a singular form is used it shall also be used in plural if applicable and vice versa.

1.1.1. Agency staff – representative of third parties hired by the Contractor, e.g. security or reception staff.
1.1.2. Agreement – the present agreement, all annexes, appendices to this agreement and any amendments thereto.
1.1.3. Contractor – Smile Expo s.r.o.
1.1.4. Customer – person that accepts this Offer, purchases a Ticket and pays its price.
1.1.5. Event – a conference called "RIGA GAMING CONGRESS" organised by the Contractor or other body, the interests of which are represented by the Contractor. Information about the Event can be found on the Website.
1.1.6. Offer – the public offer which forms the subject matter of this Agreement as defined in article 2.
1.1.7. Order – the decision of the Customer to purchase Ticket to the Event, issued in the Online shop.
1.1.8. Organiser – representative of the Contractor designated as "organiser".
1.1.9. Online shop – shop on a Website belonging to the Contractor.
1.1.10. Party – the Contractor, the Customer and the Visitor.
1.1.11. Service – Event visiting service provided by the Contractor in relation to the Visitors.
1.1.12. Ticket – document giving the right to visit the Event. One Ticket is valid for one person.
1.1.13. Venue – Bellevue Park Hotel Riga, Slokas iela 1, Riga LV-1048, Latvia
1.1.14. Visitor – person(s) specified by the Customer in a registration form.

2. SUBJECT OF AGREEMENT

2.1. The subject of the present Offer is the sale of an admission Ticket for the Event in the Online shop to a Customer, under the terms of the present Offer.

2.2. The Service is provided by the Contractor in relation to Visitors.

3. EVENT AND OFFER CONDITIONS

3.1. The timing of the Event is published on the Website.

3.2. The Event programme published on the Website is preliminary. Separate items of the Event may be changed to similar ones or excluded by the Contractor on unilateral basis.

3.3. The Service shall be rendered by the Contractor to the Visitor collectively with other Visitors of the Event. The total number of Visitors to whom the Service is rendered shall be up to the discretion of the Contractor.

3.4. The acceptance of this Offer is completed only when the Customer takes the series of following steps:
- filling out of a registration form on the Website; and
- payment for the Ticket in full amount.

3.5. Acceptance of the Offer by the Customer is the unconditional acceptance of terms of the present Agreement.
3.6. This offer is a public offer, which may be concluded with all persons, who accept it until the end of the Event in the meaning of s. 1784 (2) Civil Code.

3.7. The price of the Ticket is published on the Website.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1. Contractor shall:
   4.1.1. organise the Event and conclude appropriate civil law service contracts if required to carry out the Event;
   4.1.2. provide an Event Ticket specified in the Customer’s registration form to the Customer via email following the moment of accepting the present Agreement;
   4.1.3. inform the Customer of any changes and amendments regarding the Event by posting information about the changes on the Website;
   4.1.4. ensure that representatives of the Contractor are present at the Event; and
   4.1.5. not disclose any personal information of the Customer or Visitor and not provide access to this information to third parties, except as per clauses 4.2.6., 4.5. and when required by the laws of the Czech Republic or the jurisdiction of the Venue.

4.2. Contractor shall have the right to:
   4.2.1. demand full acceptance of the Offer conditions from the Customer;
   4.2.2. use services of third parties to accept payments for the Tickets;
   4.2.3. change the programme of the Event on a unilateral basis, posting appropriate information about changes on the Website;
   4.2.4. 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;
   4.2.5. reserve the right of non-fulfilment of the Service in case of force majeure (clause 7 of the present Agreement);
   4.2.6. reserve the right to send newsletters containing informational materials to the Customer’s contact data according to clause 4.5.;
   4.2.7. take photographs and audio-visual recordings of the Event and its Visitors, in particular, at the Venue. The Contractor (its contractual partners and authorised persons) can use above-mentioned photographs and audio-visual recordings at its own discretion, including (but not limited to) to publishing them in printed media or on websites, without an approval from the Customer, its representatives or the Visitors and without paying any compensation/charges to the Customer, its representatives or the Visitors; and
   4.2.8. process Visitor’s personal data provided by the Customer, including gathering, systematisation, collection, saving, updating, changing, depersonalisation, blocking and destroying without receiving the corresponding written consent from the Visitors. The acceptance of the present Offer and payment under this Agreement confirms the Customer’s and the Visitor’s (whose Ticket(s) are paid by the Customer) consent with the Contractor’s rights specified in this clause.

4.3. Customer shall:
   4.3.1. become familiar with the conditions of the present Agreement and Ticket prices on the Website, prior to accepting to the present Agreement;
   4.3.2. accept the conditions of the present Offer;
   4.3.3. comply with age restrictions applied at the Event and published on the Website;
   4.3.4. specify the correct information about its and/or the Visitor’s 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;
   4.3.5. check Order data before sending. The Customer shall bear full responsibility for correctness and validity of data used to order the Ticket;
   4.3.6. pay the price for the Ticket in full;
   4.3.7. not send the Contractor applications from under age persons. Application from under age persons shall be refused;
   4.3.8. provide its ID when receiving a badge (Ticket) granting access to the Event on demand the Organiser or Agency Staff;
4.3.9. provide its ID when entering the Event area each time on demand the Organiser or Agency Staff; and
4.3.10. indemnify the Contractor for any damages or sanctions resulting from the Customer’s or Visitor’s (whose Ticket(s) are paid by the Customer) breach of laws, regulations or obligations under the present Agreement, including not having the required consent under clauses 4.2.6., 4.2.7, 4.2.8., 4.5. and 4.6.

4.4. Customer shall have the right to:
4.4.1. 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;
4.4.2. unsubscribe from receiving promotional materials under clause 4.2.6. by informing the Contractor in accordance with the act. No. 480/2004 Coll. on some services of information companies, act No. 40/1995 Coll. on the regulation of advertisements and other applicable laws of the Czech Republic or the laws of the jurisdiction of the Venue; and
4.4.3. select a payment method for the Ticket price from those offered on the Website.

4.5. The Contractor and the Customer have agreed that by making a payment (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 at its 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.

4.6. The Contractor and the Customer have agreed that The Contractor (its contractual partners and authorised persons) shall have the right to use photographs and audio-visual recordings made according to clause 4.2.7., either with or without adding the Customer’s name. The acceptance of the present Offer and payment under this Agreement confirms the Customer’s and the Visitor’s (whose Ticket(s) are paid by the Customer) consent with the Contractor’s rights specified in this clause.

4.7. Visitors shall not disturb the normal course of the Event or create any difficulties/obstacles/discomfort for persons present at the Event by their actions regarding total or partial loss of their property, including those addressing the issues related to lost property.

5. TICKETS REFUND

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

5.2. In case of a Ticket cancellation, the Contractor shall refund the Customer the amount accepted as payment from the Customer for the Ticket 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 its payment.

5.3. 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.

6. LIABILITY AND DISPUTES RESOLUTION

6.1. The Contractor shall not be liable for non-compliance or improper compliance of services on its 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.

6.2. The Contractor shall not be liable for the Customer’s nonattendance of the Event for reasons outside of the Contractor’s control.

6.3. The Contractor shall not be liable for the nonconformity of the Event with the Customer’s expectations and its subjective judgment.

6.4. 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 its own discretion) to file a statement with the law enforcement authorities.

6.5. 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.

6.6. This Agreement and the contractual relationship of the Parties is governed by the applicable laws of the Czech Republic.

7. **FORCE MAJEURE**

7.1. 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.

7.2. 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.

8. **PRIVACY POLICY**

8.1. The Customer shall be responsible for maintaining the confidentiality of its registration name ("Login") and password and for all activities performed under the Login and password.

8.2. 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.

9. **DETAILS OF THE CONTRACTOR:**

Smile Expo s.r.o.
Seat: Kaprova 42/14, Staré Město, 110 00 Prague
ID: 039 45 065
VAT number: CZ03945065
Contractor’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
USD Account: 115-3185880297/0100
IBAN USD: CZ6401000001153185880297
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