

PUBLIC OFFER AGREEMENT

This offer constitutes a proposal of Goroda Limited Liability Company, located at: 115280, Moscow, Leninskaya Sloboda St., 19, Floor 6, Room 9e, Primary State Registration Number (OGRN): 1162375024965, Taxpayer Identification Number (INN): 2310193194, hereinafter referred to as the "Organizer", to all individuals interested in participating in the Events of the Organizer, to enter into Agreement, hereinafter referred to as the "Agreement", on the terms and conditions set out below and in accordance with Article 435 and Clause 2 of Article 437 of the Civil Code of the Russian Federation. It is a Public Offer.

1. DEFINITIONS

- 1.1. "Participant" shall mean an individual who has read the terms and conditions of this Agreement and has accepted all of them (Acceptance).
- 1.2. "Organizer's Website" shall mean a set of information, texts, graphic elements, design, images, photos and videos, and other results of intellectual activity, as well as computer programs contained in the information system that makes such information available on the Internet at a network address <https://winningthehearts.com//>. The Website is an Internet resource intended for publishing and receiving information about various Events held by the Organizer, as well as for selling Tickets to the Events held by the Organizer.
- 1.3. "Event" shall mean a set of services provided by the Organizer to the Participant, information about which is posted by the Organizer on the Website <https://winningthehearts.com//>.
- 1.4. "Acceptance" shall mean acceptance of all the terms and conditions of this Agreement by the Participant through the procedure of purchasing a Ticket using the Service, after which this Agreement is considered concluded.
- 1.5. "Ticket" ("Electronic Ticket") shall mean a unique electronic identifier that gives the right to attend a certain Event by the Participant.
- 1.6. "Participant Package" shall mean a set of options for participation in the Event at the cost set by the Organizer, including the discount that is valid during the period specified by the Organizer, and posted on the Website <https://winningthehearts.com//>.
- 1.7. "Service" ("Services") shall mean a set of technical and technological capabilities of the Website provided by the Organizer to the Participant for Acceptance of this Agreement, including, but not limited to, the ability to purchase tickets for the Event remotely using payment systems the Organizer's Website is connected to.
- 1.8. "Registration" shall mean the Participant's actions to enter information necessary for Acceptance on the Organizer's Website.
- 1.9. Other terms that are not specifically defined in this Agreement shall be used in the meanings established by the legislation of the Russian Federation and other legal acts.

2. AGREEMENT STATUS

- 2.1. This Agreement defines the terms and conditions under which the Organizer provides individuals with a range of services to ensure participation in the Events, as well as other services defined by this Agreement, and which are detailed on the Organizer's Website.
- 2.2. The conclusion of this Agreement shall be made on the terms and conditions provided for the accession agreement in accordance with Article 428 of the Civil Code of the Russian Federation, that is, through the accession to the Agreement as a whole, taking into account the terms and conditions and exceptions set out in this Agreement.
- 2.3. This Agreement shall be considered by the Parties and accepted by the Participant only in conjunction with the [Privacy Policy](#), which is an integral part of the Agreement.

3. SERVICES PROVIDED UNDER THIS AGREEMENT

- 3.1. The Organizer provides a range of services to ensure the participation of an individual in the Event. The Event program, venue, date, time, and other conditions of the Event are listed on the Organizer's Website <https://winningthehearts.com//>.

4. RESPONSIBILITIES OF THE ORGANIZER

- 4.1. To ensure the accreditation of an individual at the Event (provide an individual badge).
- 4.2. To provide services of adequate quality in accordance with the requirements usually imposed on the provision of such services, using all capabilities, professional experience, skills of its employees and outside consultants.
- 4.3. The Organizer shall be entitled to notify the Participant of new Events at the e-mail address specified by the Participant during Registration.
- 4.4. The Organizer shall be entitled to promote the Organizer's Website and the Events; it is entitled to place advertising materials on any page of the Website, including, but not limited to, contextual advertising, banners, as well as video and interactive commercials for Events.
- 4.5. The Organizer shall be entitled to send information and advertising messages to the Participant at the e-mail address entered by the Participant during Registration. The Participant hereby agrees to receive such information.
- 4.6. The Organizer shall inform the Participant about the Ticket status and the fact of receipt of payment for the Ticket. The fact that the Participant is informed shall be the fact of sending an e-mail containing confirmation to the e-mail address specified by the Participant when purchasing a ticket and / or during Registration on the Website.
- 4.7. To update information about the Event on the Website <https://winningthehearts.com//> in a timely manner.
- 4.8. The Organizer shall be entitled to change the venue and other conditions of the Event, with prior notification of the Participant.

5. RESPONSIBILITIES OF THE PARTICIPANT

- 5.1. To observe safety, fire and sanitary regulations at the Event. To comply with the current legislation, as well as not to violate the copyrights and related rights presented at the Event.
- 5.2. The Participant shall not take narcotic, alcoholic or psychotropic (antidepressants) substances on the days of the Event, except for cases when the substances specified in this clause are taken by a doctor's prescription. The Participant shall compensate the damage (loss) caused by it to the Organizer's property and / or the property of third parties in the amount of 100 % of the property market value. The basis for such a collection shall be the act drawn up by the Organizer and indicating the fact of property damage due to the fault of the Participant.
- 5.3. Hereby, in accordance with Clause 1 of Article 18 of the Federal Law No. 38-FZ "On advertising" dated March 13, 2006, the Participant agrees to receive, via telecommunication networks, including telephone, fax, mobile radiotelephone communication, the Internet, mailing of materials of an advertising and / or informational nature,

containing advertising of the Organizer and its partners, as well as advertising of their events, projects, means of individualization of goods, works and services.

5.4 The Participant shall read all information related to the Event, as well as the terms and conditions for purchasing Tickets. The Organizer shall not be responsible if this obligation was not fulfilled by the Participant.

5.5 The Participant shall pay the full cost of the Ticket(s) independently or through third parties. After payment, the Ticket shall be considered sold, and the Participant shall have the right to attend the Event.

5.6 By agreeing to the terms and conditions of this Agreement, the Participant shall certify and guarantee: reliability of the information specified by it during Registration for the Event; voluntary conclusion of this Agreement, including familiarization with all the terms and conditions of the Agreement, understanding of such terms and conditions and full and unconditional consent to them.

6. TICKET PAYMENT TERMS AND CONDITIONS

6.1. The cost of services under this Agreement shall be set according to the selected Participant Package and shall be indicated on the Website <https://winningthehearts.com//>.

6.2. To purchase a ticket, the Participant shall select an Event on the Website, register for it, then shall be given the opportunity to choose a payment method, and the Service redirects the Participant to the payment system page. After successful payment, the Participant receives a confirmation of payment and an e-ticket to the e-mail specified during Registration, which gives the right to attend the Event.

6.3. The moment of payment for the Ticket shall be the moment of receipt of funds to the Organizer's account. From the moment of payment for the Ticket, the Organizer and the Participant shall have obligations stipulated by the conditions of the Event. From the same moment, the Organizer shall have obligations to the Participant to issue the Ticket.

6.4. If payment is made for the Participant by third parties, all rights and obligations in respect of this payment arise for the Participant, and such actions of third parties are assessed by the Parties as being performed by third parties in the interests of the Participant and should not be seen as imposing any rights and obligations between these third parties and the Organizer.

6.5. The Participant pays 100% of the Ticket cost by a one-time transfer of funds to the Organizer's current account through the Service available on the Organizer's Website.

6.6. The Parties agreed that in the event of the Participant's refusal / non-appearance at the Event, the funds transferred to the Organizer under this Agreement will not be returned, but will remain with the Organizer as a penalty for refusing to participate.

6.7. The Ticket shall be unique for each Participant and a specific Event. The Participant shall be responsible for the safety of the Ticket.

6.8. The Services shall be considered rendered if the Participant has not submitted written claims to the Organizer within five (5) calendar days after the end of the Event.

7. LIABILITY

7.1. The Organizer shall provide services on an "as is" basis and shall not control or be liable for:

- actions/omissions of third parties at the Event that directly or indirectly caused damage or otherwise adversely affected the Participant of the Event;
- cases of any direct or indirect damage suffered by the Participant as a result of the Event;
- unauthorized access by the third parties to the Participant information;
- actions/omissions of the Participant or third parties that resulted in harm to the Participant's health, including death.

7.2. For non-fulfillment or improper fulfillment of obligations under this Agreement, the Parties shall be liable in accordance with the terms and conditions of this Agreement and current legislation.

7.3. The Organizer hereby declares that it does not give any guarantees regarding the fulfillment of its obligations by third parties providing the Event in terms of services not specified in this Agreement, in particular: services that provide food (catering); technical services that provide the Event.

8. CONFIDENTIALITY

8.3. For the purposes of the Agreement, confidential information shall mean any information and data, written or oral, and all data carriers containing or disclosing such information and technologies that are disclosed by the Parties to each other in accordance with the Agreement. The Organizer shall take all possible measures to ensure the confidentiality of the Participant's personal data specified during Registration in accordance with the [Privacy Policy](#).

9. PERSONAL DATA

9.1. The Participant understands and agrees that data or results related to any Services, and any other information provided by the Participant through the site interface or otherwise ("Personal Data") will be automatically transmitted to the webhoster located in the territory of the Russian Federation immediately after the Participant has started using the Website <https://winningthehearts.com//> or any of its separate functions. Personal Data will be collected and/ or kept in the territory of the Russian Federation.

9.2. Personal Data that the Participant provides during Registration on the Organizer's Website includes mobile phone number, first name, last name, and e-mail address, but may not be limited to the specified list and include any other information used by the Organizer solely for the purpose of fulfillment of this Agreement in accordance with the requirements of applicable law.

9.3. By signing this Agreement, Participant agrees to the processing by the Organizer and its group of persons the Personal Data of the Participant for purposes connected with the fulfillment by the Parties of their contractual obligations under this Agreement, for the proper fulfillment by the Organizer of its contractual obligations to partners and to ensure financial and economic activities of the Organizer. Personal Data processing shall mean any action (operation) or set of actions (operations) performed with or without the use of automation tools with Personal Data, including collection, recording, systematization, accumulation, storage, clarification (update, change), extraction, use, transfer (distribution, provision, access, including to third parties, in accordance with the above purposes), depersonalization, blocking, deletion, destruction of Personal Data. Personal Data shall mean any information relating directly or indirectly to a specific or identifiable individual (Personal Data Subject).

9.4. This consent is granted for an indefinite term and shall remain valid until the consent to Personal Data processing has been revoked. If the Participant withdraws its consent to the Personal Data processing, the Organizer shall stop processing them and destroy the Personal Data within a period not exceeding thirty days from the date of receipt of the specified withdrawal of consent. The original of the specified withdrawal of consent, signed by the Participant, shall

be provided to the Organizer.

9.5. The Participant shall guarantee that all Personal Data provided by it are complete and reliable. If any data is changed, the Participant shall notify the Organizer within two (2) business days from the date of the change. In this case, the Participant shall bear the burden of responsibility and negative consequences associated with late submission of data or provision of incorrect data to the Organizer.

9.6. The Participant hereby agrees that its Personal Data may be sent by the Organizer on a confidential basis to third parties, including the Organizer's partners, in cases where the transfer of Personal Data is necessary for the purpose of fulfilling the Agreement.

10. INTELLECTUAL PROPERTY

10.1. All information materials provided by the Organizer to the Participant during the Event, as well as the results of photo and video shooting received by the Organizer during the Event, are the intellectual property, and the exclusive copyright, including related rights, belongs to the Organizer.

10.2. Photo, audio and / or video recording of the Event is possible only with the permission of the Organizer. Using the intellectual property without the written consent of the Organizer is a violation of the exclusive right of the Organizer, which entails civil, administrative and other liability in accordance with the current legislation of the Russian Federation.

10.3. Also, the Participant shall have no right to copy audio and video footage of the Organizer's Events, fully or partially, record Events, and capture the contents of such Events, fully or partially, in any way and/or on any tangible medium for commercial purposes, and use the contents of the specified Events without the written consent of the Organizer, what would be considered as an infringement of the exclusive right of the Organizer and entails civil, administrative and other liability in accordance with the current legislation of the Russian Federation.

11. APPLICABLE LAW, DISPUTE RESOLUTION

11.1. This Agreement and the legal relations of the Parties arising from it shall be regulated by the current legislation of the Russian Federation.

11.2. Questions, suggestions, comments, complaints, and other messages from the Participant regarding the Website shall be sent to the Organizer to the following e-mail: Welcome@winningthehearts.com.

11.3. The Participant's messages to the Organizer that do not allow to identify the Participant shall not be considered by the Organizer.

11.4. All disputes, disagreements and complaints that may arise in connection with this Agreement shall be subject to settlement using the complaint procedure. A Party that considers its rights violated shall send a complaint to the other Party by e-mail and indicate the disagreements that have arisen. If the dispute is not resolved within 30 business days from the date of receipt by the Party of the complaint, the dispute shall be referred to the competent court of the Russian Federation at the location of the Organizer.

11.5. This Agreement was approved in Russian. This Agreement was translated into English for informational purposes. In case of discrepancies between the texts of the Agreement in Russian and English, the Russian text shall prevail.

12. PROCEDURE FOR AMENDING THE AGREEMENT

12.1. The current versions of the Agreement and the Organizer's Participant Packages are posted on the Website <https://winningthehearts.com//>.

12.2. The Organizer has the right to unilaterally amend the Agreement, change the cost, as well as the set and provision of services.

12.3. Any amendments to the Agreement, as well as to the set and provision of services, since the entry into force in compliance with the procedures of this section, shall apply to all persons that have acceded to the Agreement, including those acceding to the Agreement prior to the effective date of the amendments.