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, (“Contractor”), enters into this agreement with any private person that accepts this public offer by issuing an Order at the Contractor’s Online shop (“Customer”), as these terms are defined below. 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 – a person that accepts this Offer, purchases a Ticket via an Order submitted in the Contractor’s Online shop and specifies his/her personal information in the Order. In case that there are multiple persons specified in the Order, it means that all these persons make the Order and the Contractor concludes the Agreement to provide the Service with every such person.
1.1.5. Event – a conference called “Blockchain and Bitcoin Conference Prague” 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. Event Holding Period – 09:00-18:00 on 22 March 2019.
1.1.7. Offer – the public offer which forms the subject matter of this Agreement as defined in article 2.
1.1.8. Order – the decision of the Customer to purchase a Ticket via the Contractor’s Online shop.
1.1.9. Organiser – a representative of the Contractor designated as "organiser".
1.1.10. Online shop – a shop on the Website belonging to the Contractor.
1.1.11. Party – the Contractor and the Customer.
1.1.12. Price – ticket price inclusive of Value Added Tax (VAT) of 21 %.
1.1.13. Service – an Event visiting service provided by the Contractor in relation to the Customers.
1.1.14. Ticket – a document giving the right to visit the Event. One Ticket is valid for one person.
1.1.15. Venue – Panorama Hotel Prague, Milevská 1695/7, 140 63 Praha 4, Czech Republic
1.1.16. Website – online website with a URL of https://prague.bc.events/

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 the Customer.

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 Customer. The total number of Customers 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 a registration form on the Website; and
- payment for the Ticket in full amount.

3.5. By accepting the Offer the Customer unconditionally accepts the 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.

3.8. The Parties have agreed that the Venue of the Event will be specified at a later date and the specific address will be posted on the Website by the Contractor.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1. The 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. process personal information of the Customer only in the manner, for the purposes and under the conditions specified in the Contractor’s Privacy Policy that has been provided to the Customer in connection with his/her Order.

4.2. The Contractor shall have the right to:
4.2.1. demand full acceptance of the conditions of the Offer 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 and to disclose appropriate information about such 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 not to render the Service in case of force majeure (clause 7 of the present Agreement);

4.3. The Customer shall:
4.3.1. become familiar with the conditions of the present Agreement and the Ticket Price on the Website, prior to accepting this Offer;
4.3.2. inform the Contractor about his duty as a VAT taxpayer;
4.3.3. accept the conditions of the present Offer;
4.3.4. comply with age restrictions applied at the Event and published on the Website;
4.3.5. specify the correct information about his/her personal data when purchasing a Ticket. Should the Customer refuse to provide the necessary data, the Contractor shall have the right to refuse to sell a Ticket to the Customer;
4.3.6. check Order data before sending. The Customer shall bear full responsibility for correctness and validity of data used to order the Ticket;
4.3.7. pay the Price for the Ticket in full;
4.3.8. not submit his/her Order in case that he/she is less than 18 years old. Orders from persons that are not at least 18 years old shall be refused;
4.3.9. provide his/her identification data when receiving a badge (Ticket) which grants the access to the Event;
4.3.10. provide his/her identification data when entering the Event area upon the Organiser’s or Agency Staff’s request; and
4.3.11. indemnify the Contractor for any damages or sanctions resulting from the Customer’s breach of laws, regulations or obligations under the present Agreement.
4.4. The Customer shall have the right to:
4.4.1. order a Ticket on the Website. By doing so, the Customer accepts the conditions of the present Offer in full, regardless of how the purchase has been made;
4.4.2. select a method of payment of the Ticket’s Price from those offered on the Website.

4.5. The Customer 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 from the Customer as a payment of the Price of the Ticket through an electronic payment, using the Customer’s banking details (electronic wallet) that were used by the Customer to send his/her original payment.

5.3. In case of an Event cancellation, the Contractor shall refund the Customer the amount accepted from the Customer as a payment of the Price of the Ticket 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. The Contractor shall not be liable for any personal property of the Customer, 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 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
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