

GENERAL TERMS AND CONDITIONS (PROMOTIONS AND COMPETITIONS)

Effective date: 8th March 2017.

1. INITIAL PROVISIONS

1.1. Exponea s.r.o., Business ID No. 50017560, with its registered office at Vajnorská 100, 831 04 Bratislava – Nové Mesto, Slovakia, registered in the Commercial Register maintained by County Court in Bratislava I, Section Sro, Insert 107011/B (“**Exponea**” or “**we**”) may from time to time organise a competition or other promotional activity. This General Terms and Conditions (Promotions and Competitions) (“**GTC Promotions**”) will apply to any such activities of Exponea or its affiliates. An Exponea’s promotional activity may also be governed by specific terms and conditions which will be communication within the introduction of competition or other relevant promotional activity. In case of any discrepancy, the specific terms and conditions will have a priority over these GTC Promotions.

1.2. Provisions of these GTC Promotions shall apply from the Effective date stated above.

1.3. Capitalised words not defined in these GTC Promotions shall have the meaning ascribed to such words in the General Terms and Conditions.

2. ELIGIBLE PARTICIPANTS AND PROVIDED INFORMATION

2.1. Any person who wishes to participate in any competition or other promotional activities organised by Exponea (“**Promotion**”) must fulfil all requirements set out in these GTC Promotions or any specific terms and conditions applicable and/or presented along with the presented Promotion.

2.2. Any eligible participant must be at least 18 years old. If a Participant is less than 18 years old, such participant confirms that he obtained approval from their parent(s) for participation in the Promotion. Excluded from participation are staff and relatives of Exponea, its affiliates or its directors, officers or employees, and cohabiting partners or family of the aforementioned persons, as well as any participants/suppliers in respect of the respective Promotion (including advertising agencies, advertisers, sponsors or producers).

2.3. Any eligible participant company or, in case of a person being a director or officer in a company, such company must fulfil all requirements stipulated in the presented Promotion (such as having the required revenues for the immediately preceding accounting period or the required revenue growth). In case of any doubts whether a company fulfils requirements, Exponea shall have an independent right to decide whether the requirements have been fulfilled or not.

2.4. The participant is obliged to provide all required, accurate, current and complete information when participating in the Promotion. Exponea may request a winner, before presenting an award in the Promotion (“**Award**”), to provide proof of their information on identity/incorporation and residence/registered address previously provided by the participant.

3. AWARD

3.1. Unless stipulated otherwise in specific terms and conditions to the respective Promotion, the winner(s) of an Award is/are determined solely by Exponea. The decision of Exponea is final and no correspondence will be entered into regarding results and granting an Award.

3.2. The Award is personal and may be registered only in the name of the winner. The Award is not transferable, exchangeable or payable in cash or other products or services. In case of refusal or non-acceptance of the Award or conditions that are inherent to the Promotion, the Award will not be granted to such participant. In that case, Exponea is entitled to choose another winner(s).

3.3. The Award is granted in its current state. Exponea is not responsible for any visible or hidden defects in the Award nor for any damage during delivery (shipping) of the Award. The handling of the delivery of the Award is arranged by Exponea, advertiser/sponsor or another appointed third party. In the latter case, Exponea shall not be responsible for the delivery of the Award. The date of delivery of the Award will be determined by Exponea, if relevant, after consultation with the supplier of the Award.

3.4. Exponea shall not be responsible for any defects caused by delivery or shipping companies (e.g. delays, strikes, damage or loss) with respect to the delivery of the Award. Exponea shall not be held liable if the Award is not collected or received by the winner or collected by an unauthorized person, even when the delivery or shipping company has not left any notification or notice in any form.

3.5. The winner is entitled to claim the Award up to three months after announcement. After this period, entitlement to the Award automatically expires.

3.6. The winner of the Award grants Exponea permission to use, free of charge, any received information (including personal data), or any other contributions linked to the Promotion to be used in Exponea’s activities relating to the Promotion and in relation to the announcement of the winner through all media.

3.7. To the extent required by virtue of applicable legal regulations, Exponea is entitled to arrange any withholdings and/or declaration of taxes, except where specific conditions stipulate otherwise.

4. REASONABLE PROMOTIONAL SUPPORT AND USE OF INFORMATION

- 4.1. At the request of Exponea, the winner(s) of the Award will cooperate in promotional activities of Exponea to the extent that can be reasonably expected of them, including publicity regarding the announcements of the winner(s). For cooperating with these promotional activities no financial compensation will be paid.
- 4.2. The participant consents to the processing of provided information (including personal data) in connection with participation in the Promotion. Exponea may add the personal information to its databases, which is confidential and will be treated in accordance with Exponea's Privacy Policy and relevant data privacy regulation applicable in the Slovak Republic.
- 4.3. Personal or other information may be used to execute the Promotion. In this context, Exponea is entitled to provide certain identification data to third parties involved in the relevant Promotion (including suppliers, advertisers, sponsors and/or producers). Moreover, the participant grants his/her permission to Exponea to keep him/her informed of the products and/or services of Exponea.

5. NO WARRANTY AND LIABILITY LIMITATION

- 5.1. Use of the Award is at the expense and risk of the winner. Exponea shall not be held liable for use of the Award by the winner under any policy or legal regulation.
- 5.2. Exponea shall not be held responsible for any damages arising from participation in the Promotion or for any technical malfunctions, failures or delays with respect to participation in the Promotion or the appointment of the winner.
- 5.3. Exponea shall not be held responsible for any problems or defects arising from the use of the Exponea's websites and/or downloading any components whatsoever in relation to the Promotion.
- 5.4. Exponea has the right to disqualify participants if it believes that the participants are not acting in conformity with the GTC Promotions or any specific terms and conditions or if the participant is otherwise fraudulently accessing the competition or unfairly influencing the course of the Promotion.

6. FINAL PROVISIONS

- 6.1. Exponea is entitled to, at its discretion and without notice, change or modify these GTC Promotions and/or specific terms and conditions applicable to the respective Promotions for its entire duration and without giving a reason to discontinue, modify or adapt the competition for reasons of its own without any obligation to compensate any damages to any participant. Any changes or adaptations within the Promotion, will be made public in an appropriate manner (e.g. via its website).
- 6.2. If one or more conditions of the GTC Promotions and/or specific terms and conditions applicable to a particular Promotion are void or invalid, this will not affect the validity of the remaining conditions of the GTC Promotions or specific terms and conditions.
- 6.3. These GTC Promotions and any specific terms and conditions for the Promotions shall be governed and construed in accordance with the laws of Slovakia. Any dispute arising from or connected with these GTC Promotions and/or specific terms and conditions shall be finally decided by competent Slovak courts.