

The Official Rules of Savva Libkin's Guest Club

These rules outline the official terms and conditions for participation in Savva Libkin's Guest Club (hereinafter referred to as the "Club"), the rights and obligations of the Club's Organizer (hereinafter referred to as the "Club Member").

1. The Main Terms

- 1.1. The "Organizer" – the entity that owns the exclusive rights of management and development of the Club and its authorized representatives. The Club's Organizer is "Servis-Resurs LLC", the Ukrainian registry and fiscal code 37170206, located in the town of Odesa, 65023 at 1 Malanova Lane, Office #4.
- 1.2. The "Club" is a program which enables its Members in purchasing the relevant products and services under special allowances. The "Club" is in effect at partnering restaurants, the list of which is adopted and may be subject to alteration by the Club's Organizer.
- 1.3. The "Member" is an individual, a holder of personal information who has expressed his/her intention to participate in the Club's activities by means of completion of a personal data registration form, agrees with the Club's terms and conditions and whose participation is validated by the Club's Organizer.
- 1.4. The "Partner" is an entity of entrepreneurial activity which has confirmed its participation in the Club, fully accepts the Club's terms and conditions and renders due services to the Club's Members.
- 1.5. The "Identificator" is a unique number represented in a digital form or embossed upon a plastic carrier of data (The Club's Card) which is issued to the Club's Member(s) on behalf of the Club's Organizer under certain agreed-upon conditions hereinafter described. The "Identificator" is designed for identification of the Club's Member(s) as well as for validation of his/her right to acquire the respective products or services under special allowances.
- 1.6. "The Club's Membership Card" is a plastic card bearing an embossed unique membership code or otherwise a virtual, digital card retrieved from a mobile app "Savva Club", which is utilized by the Club's Members for the accrual, accumulation and redemption of the relevant bonuses.
- 1.7. "Bonus" is defined as an accounting unit which is accrued onto a particular Member's account in compliance with the Club's rules and conditions as adopted by the Club's Organizer and which is consequently deducted upon purchasing by a Club's Member of the respective products or services under special allowances.
- 1.8. The "Account" is a compilation of certain data within the data-storage accounting system processed by the Club's Partner and/or the Club's Organizer pertaining to the accrual and redemption of the bonuses owned by the Club's particular Member.
- 1.9. The "Questionnaire" is a registration form, a document or its part which is issued by a Club's Partner on behalf of the Club's Organizer by filling out which an individual agrees to his/her participation in conformity with the established rules and conditions as well as authorizes his/her personal data collection, storage, processing, utilization and sharing strictly within the Club's framework and in compliance with the national legislation in regards to the personal data protection. Completion of the said Questionnaire by a Club's Member is deemed as provision therein of a Member's personal data, such as: his/her cellular phone number, e-mail, personal full name and date of birth. The actual absence of the Member's signature (the consent to participate in the Club registered via the mobile app "Savva Libkin") shall not be deemed as his/her refusal to allow for his/her personal data processing and/or utilization by the Club's Organizer or the Club's Partner.

2. The Rules of Registration and Participation in the Club

- 2.1. One may get himself/herself registered via the mobile app "Savva Libkin" by downloading it in the AppStore or GooglePlay.
- 2.2. The Club's participation is not time-bound and is associated solely with the Club's Partners.
- 2.3. Savva Libkin's Guest Club is an independent project. The bonuses which are accrued due to the Club's participation shall not in any way be combined with any other promotions, discounts, special offers or discounts, bonuses or points accumulation programs.
- 2.4. Any individuals over 18 years of age may become Members of the Club.
- 2.5. In order to get registered in the Club a Member must initially complete the electronic registration form and familiarize himself/herself with the respective rules and conditions set out by the Club.
- 2.6. A single Member may obtain only 1 (one) virtual Club's Card. Should a Member be in possession of multiple Club's cards, the Club's Organizer reserves the right to re-calculate and transfer all the earned bonuses accrued on these multiple Club's cards onto a single valid Club Membership Card.
- 2.7. A Member may benefit from all the earned bonuses after activation of his/her personal Club Membership Card.
- 2.8. The questionnaire completed by a Member shall validate his/her intention to participate in the Club, receive emails, sms/viber/push-notifications, and also confirm that the Member has duly familiarized himself/herself with the relevant rules and conditions set out in the Club's provisions.
- 2.9. The Club's rules and provisions are available at the following website: <https://savva-libkin.com/>

2.10. A Member's bonus accrual is deemed effective from the moment of obtaining by him/her of the respective Club's Membership Card. The redemption of bonuses by the Member is feasible only after activation of the said Club's Card and providing that the physical card be produced at the point of sale of the relevant products or services agreed upon by the Club's participation. To check out the current bonus points accumulated by a Member, one may access the mobile app "Savva Libkin". The Members may peruse his/her own accumulated bonus points when settling the bill at the partnering restaurants or via the respective mobile app.

2.10.1. The Club Membership Card is accepted at all partnering restaurants.

2.11. The Club Membership Card as well as the respective bonuses shall not be accepted as a paying method or monetary units, nor may they be utilized for any bank, credit, payment or similar transactions which are not permitted by the Club's rules and conditions.

2.12. The Club's activities are designed exclusively for the use by its Member(s). Thus, the relevant bonuses earned by the Club's Member may in way be transferred, sell, convert into a currency or monetary value.

2.13. The start date of the Club membership is deemed as the date of respective Member's registration via the "Savva Libkin" mobile app.

2.14. The Club's Card is deemed effective throughout the Club's functioning period except for the cases of a particular Card blocking or cancellation. The Club's Card is property of the Club's Organizer and may in certain instances be extracted from a Member, blocked or voided (eliminated from the Club membership list) in case of proven breach of the Club's rules and conditions, loss or damaging of the Card, inappropriate behavior on the part of a Member, subject to the Club Organizer's discretion.

3. Club Members' Personal Data.

3.1. By filling out the respective electronic questionnaire accessible at the mobile app, a Member provides his/her personal data as well as contact details for the registration at the Club's CRM system. Submission of the said registration form by Members is mandatory for the Member's Club's eligibility.

3.2. The filled out by a Member electronic Registration Form certifies his/her voluntary consent and intention to participate in the Club's activities and gives permission to the Club's Organizer to access and process his/her personal data in a variety of forms (data collection, systematization, registration, accumulation, storage, change, updating, utilization, sharing, de-personification, deletion, etc.) with the purpose of personification of a Club's Member, in particular for exposure for any promotional or similar activities carried out by the Club and also gives permission to share the Member's personal data with the Club's Partners as well as with third parties with the purpose of their subsequent processing, in particular for establishing personal communication and liaison with the Member, sharing and transfer of data, etc.. The Registration Form submitted by a Club's Guest will also validate his/her acceptance of all the rules and regulations set out by the Club as well as the awareness that his/her personal data shall be entered into the Club's database and will also certify that the Guest has been made aware of his/her rights as a subject of personal data, in compliance with Article #8 of the Ukrainian Law regarding "Personal Data Protection" as well as other legal provisions of effective legislation.

3.3. The Member's personal data entered in the Registration Form are confidential so that access to them is granted only for the Club's Organizer, the Club's Member and some other authorized persons, in particular those representing the Club's Partners who have been granted access to the Club's Members' personal data. Also, this data may be shared with law enforcement organizations at their request, in accordance with the effective Ukrainian legislation.

3.4. A Club's Member bears full liability for the validity and accuracy of his/her personal data provided in the Registration Form that has been filled out.

4. The Rights and Obligations of the Club's Organizer.

4.1. The Club is sole property of its Organizer.

4.2. The Club's Organizer reserves the right to withhold or discontinue the Club's activities, partially or fully, to cancel or alter the Club's rights and conditions to his own discretion by means of posting relevant notices at the partnering restaurants. In case of the Club's closure, all the acquired bonuses accumulated by the Members may be redeemed by them within 1 (one) month after the respective closure notice has been publicized at the partnering restaurant venues.

4.3. The Club's Organizer may also choose to decline activation of anyone's Club Card, block or void it in the following cases:

- The utilization or an attempt of utilization of a Club's Card by a certain way which does not comply with the Club's rules and conditions or the Ukrainian legislation;
- Arising suspicion of the Card's misuse on the part of a Club's Member in regards to his/her Club participation or the use of the Club Card issued;
- The Club's closure, postponement of the Club's activities, the change or modification of the Club's rules and conditions.

The Club's Organizer shall not accept the liability for any loss or damage incurred as a result of such actions.

4.4. The Club's Organizer accepts the obligation to collect, store and process in a due manner all the Club's Member's personal data and utilize it in compliance with the Club's rules and regulations.

4.5. The Club's Organizer may periodically inform the Club's Members regarding the awarded bonuses, promotions, special offers or other activities held at the partnering restaurants. The Club's Organizer will not accept liability for any failure with delivery of the respective notices to the Club's Members.

4.6. The Club's Organizer will not be held liable for the utilization of the Club's Membership Cards by third parties.

4.7. The Club's Organizer reserves the right to alter to its discretion the Club's rules, conditions, terms, the Club's operational activities or the Club's Cards functioning as well as the methods, the accrual or redemption of bonuses by means of posting relevant notices at the partnering restaurants and at the website <https://savva-libkin.com>

4.8. The Club's Organizer and the Partnering Restaurants will not accept liability for any technical malfunctions that may arise during the Club's activities or the Club's Cards usage, however, will oblige themselves to undertake any efforts in order to restore the normal functioning at the fastest possible pace.

5. The Rights and Obligations of the Club's Members

5.1. A Club's Member will possess all the relevant rights for the sake of his/her personal data protection in accordance with Article #8 of the Ukrainian Law regulating "The Personal Data Protection" as well as all the effective legal provisions thereof.

5.2. A Club's Member may modify/update his/her personal data and also get his/her Club's Card blocked, terminate his/her virtual Club's Membership Card, discontinue his/her further Club's Membership Card by way of informing a waiter at a partnering restaurant or otherwise informing the Club's Organizer of it in written form via e-mail: savvaclub@resta.ua.

5.3. A Club's Member shall authorize the Club's Organizer or the Club's Partnering Venue to be notified of any commercial or other updates pertinent to the Club's activities via email or per sms/Viber/push-notifications.

5.4. A Club's Member may at any time decline obtaining any further notifications via the above-mentioned communication channels by means of sending a prior notice to the Club's Organizer via e-mail: savvaclub@resta.ua

5.5. A Club's Member may choose to discontinue his/her further Club's membership by means of sending a prior notice to the Club's Organizer via e-mail: savvaclub@resta.ua, or otherwise by means of deletion of his/her own account at the mobile app "Savva Club". After the Club's Organizer has received the relevant notice, the Club's Membership shall thus be terminated, the Club's Card be blocked and the respective bonuses voided.

5.6. A Club's Member will accept liability for the timely notification of the Club's Organizer in regards to changing his/her personal phone number or other personal or contact details.

6. The Rules of Accrual and Accumulation of the Club's Membership Bonuses

6.1. The use of the Club's Membership Card implies accrual of miscellaneous bonuses, such as:

- all the dish menus;
- all the bar menus;
- the personalized deliveries;
- the takeaway orders;
- purchasing the Club's Guest Certificates;
- purchasing the souvenir products;
- purchasing books.

Unless advised otherwise by the Club's Partnering Restaurant, both during cash and cashless bill settlements, 10 per cent of the total restaurant bill amount shall be accrued to a Club's Member as the due Club's bonuses. The said bonuses will not be accrued to the restaurant bill amount paid for by the Club's bonuses nor shall they be accrued to other services or service gratuities paid for by the Club's bonuses.

6.2. The Club's Member shall accumulate the Club's bonuses at the point of purchasing of relevant products or services so that these bonuses may be redeemed already the next day.

6.3. 1 bonus shall equate UAH 1.00.

6.4. The accrual of bonuses will take place exclusively when a Club's Member is making personal purchases with the obligatory presentation of his/her personal Club's Membership Card prior to the point of purchasing.

6.5. The document that shall authorize the accrual of bonuses onto a Club's Member's account is the original copy of the fiscal receipt containing the data regarding the already accrued bonuses as well as the particular Club's Membership Card number which has been used at the point of bill settlement as reflected by the said fiscal receipt.

6.6. The Club's bonuses will accumulate throughout the Club's entire functioning period.

6.7. The Club's bonuses expiration date shall be deemed as 12 months after each separate recorded transaction. Should a Club's Member fail to redeem the accrued bonuses beyond the 12 months of their expiration date, these bonuses shall be voided automatically from the Club's Member's account. Also, should the said bonuses not have been fully redeemed (partially redeemed), the difference between the accumulated bonuses and the redeemed ones ever since within 12-month period - shall be voided. A Club's Member shall be notified of his/her bonuses which are subject to upcoming voidance no later than 14 days prior by means of electronic mail of sms/Viber/push-notifications.

6.8. Upon expiration of the bonuses' effective period, they will be voided and shall not further be subject to redemption or re-activation.

6.9. The bonuses will not be accrued against partial amount of a receipt settled by bonuses and/or by a gift card. The bonuses will not be accrued on the amounts spent on service tips, services, master-classes.

6.10. The bonuses will not be accrued on the entire restaurant menu of the Kyiv's branches of "Kompot" cafes, particularly those located at: the city of Kyiv, 57/3 Velyka Vasyl'kivs'ka; Trade Center "Ocean

Plaza” (176 Antonovytcha Str.); 3B Poschtova Ploshcha Str.; 57 Iaroslavs’ka Street.

6.11. The Club’s Organizer reserves the right to alter the conditions of accrual of bonuses as well as the list of restaurant products which shall not be subject to bonus accrual.

6.12. The Club’s Organizer may elect to eliminate certain bonuses from a Club’s Member’s account, in particular, in case they have erroneously been accrued or have been accrued due to a purchase which subsequently was cancelled, also in case of a bill voidance, or whenever any rigged, fraudulent or other illegal activities pertinent to the use of the Club’s Card or the Card’s bonus balance have been detected.

6.13. Bonuses shall be accrued onto a Club Member’s account on condition that the partnering restaurant is already in possession of all the required technical equipment or facilities, such as: stable internet connection, stable power supply, uninterrupted functioning of programming hardware and software. Should the necessary technical conditions not be available for the accrual of the due bonuses, the latter shall be accrued onto a Club Member’s account after the required technical facilities have been duly restored.

7. The Write-Off/Redemption of Bonuses

7.1. Bonuses that have been accumulated on a virtual or plastic card may be redeemed by a Club Member whenever ordering restaurant dishes or soft beverages, books, souvenir products (except for the souvenir alcoholic beverages) at partnering restaurants.

7.2. In order to write off or redeem the accrued bonuses from a Club Membership Card, a Club Member must present his/her plastic or virtual Club Membership Card and inform a waiter beforehand of his/her desire to redeem the bonuses prior to the account’s closure. The bonuses accumulated on a Club Membership Card shall be written off automatically from a Club Member’s account at the point of bill settlement.

7.3. The redemption of bonuses shall be computed according to the formula: 1 bonus = UAH 1.00 discounted.

7.4. A Club Member may redeem the accrued bonuses in full or partially whereby the amount settled by redeemed bonuses must not exceed 40 per cent of the bill’s total amount (with the exception of the amounts spent on alcoholic beverages, services, service tips – all of which are not subject to bonus redemption).

7.5. Each bonus earned may be redeemed only once.

7.6. The bonuses which are accumulated on a Club Member’s card will not be deemed as moneys, currency or payment method and thus may not be converted for a Club Member as cash or cashless payment amounts.

7.7. Bonuses will not be accepted for service tips, services or payment for master-classes. майстер-класи.

7.8. Bonuses will not be accepted for redemption for the following:

- payment for alcoholic beverages;
- purchasing Guest Certificates;
- service tips;
- books which are shipped by mail;
- souvenir alcohol;
- services;
- master-classes.

7.9. The Club’s Organizer reserves the right to alter the conditions of usage of bonuses or list of the products which are not subject to purchasing via the accumulated bonuses.

7.10. Bonuses may be redeemed by a Club Member on condition that a partnering restaurant is in full possession of the necessary technical facilities, such as: stable internet connection, stable power supply, smooth functioning of the relevant programming hardware and software.

8. Privileges and Participation in Special Offers or Promotions

8.1. During special offers or promotions rendered for the Club Members, an additional accrual of bonuses comes into effect, which is notified by the Club’s Organizer via the relevant communication channels listed at website: <https://savva-libkin.com/>

The amounts of additionally accrued bonuses as well as the conditions of their accrual will be specified under Rules of Promotional Activities which are publicized at the partnering restaurants and also at website: <https://savva-libkin.com/>

8.2. The accrual of additional bonuses will be administered exclusively during execution of the conditions of special promotional offers or activities when a Club Member is expected to present his/her Club Membership Card at the point of the bill settlement.

9. Miscellaneous.

9.1. A Club Member may express his/her feedback or pose questions pertaining to the Club functioning directly to a Club’s Partner or in written form via email: savvaclub@resta.ua.