

Official Rules of the Savva Libkin Guest Club

These rules determine the official terms and conditions of participation in the Savva Libkin Guest Club (hereinafter - the Club), the rights and obligations of the Club Organizer (hereinafter - the Organizer) and the Club Member (hereinafter - the Member).

1. General definitions and terms

- 1.1.** "Organizer" - a company that has the exclusive rights to manage and develop the Club and its authorized representatives. The Organizer of the Club is "SERVICE-RESOURCE" LLC, EDRPOU code 37170206, at the address: 65023 Odesa, 1 Malanov lane, of.4.
- 1.2.** "Club" - a program that allows Club members to buy products/services under special terms and conditions. The Club operates across Restaurant Partners, the list of which is defined and subject to change by the Organizer of the Club.
- 1.3.** "Member" - an individual, personal data subject, who has wished to participate in the Club by completion an application form, agreed to the terms and conditions of the Club and whose participation is confirmed by the Organizer.
- 1.4.** "Partner" - a business entity (a Restaurant), which has confirmed its participation in the Club, accepted the Official Rules of the Club, and provides services to Members.
- 1.5.** "Identifier" - a unique number, presented in a digital form, recorded on magnetic tape and applied to plastic medium - the Club Card, which is issued to the Member by the Partner of the Club on behalf of the Organizer under certain conditions. The identifier is for personal identification of the Member and defining his right to receive products/services under special terms and conditions.
- 1.6.** "Club Card" - a plastic medium with the identifier applied to it, which is used by the Member for accrual, accumulation and usage (deduction) of bonuses.
- 1.7.** "Bonus" - an accounting unit, which is awarded to the account of the Club Member in accordance with the Official Rules of the Club, defined by the Organizer and/or the Club Partner, and which is deducted from the account when the Club Member receives products/services under special terms and conditions.
- 1.8.** "Account" - a set of data in the information accounting system of the Club Partner and / or the Organizer about the transaction of accrual and deduction of the Member's bonuses.
- 1.9.** "Application form" - a registration form, a separate document or part of the document, provided by the Club Partner on behalf of the Organizer, upon completion of which the individual agrees to participate in the Club in accordance with the established Rules, and also allows the collection, storage, processing, usage and transfer of personal data and other information of the Member within the Club, in accordance with current legislation on Protection of Personal Data. Completion the questionnaire is an indication of the Member's personal data: mobile phone number, e-mail, name and date of birth. The absence of the Member signature in the Application form does not cancel his consent for personal data processing by the Organizer and/or the Club Partner.

2. Registration and participation rules in the Club

- 2.1.** You can register in the mobile app "SavvaClub", download it in Google Play Market or App Store.
- 2.2.** Participation in the Club is unlimited and applies only to the Club Partners.
- 2.3.** The Club is an independent project, the awarded bonuses are not add up with other promotions, discounts, special offers, as well as other discount, bonus and savings programs.
- 2.4.** Individuals over 18 years old can become Club Members.

- 2.5. The Member should complete the obligatory e-questionnaire fields in full and read Official Rules of the Club to register in the Club.
- 2.6. One Member can receive only one virtual Club Card. If the Member has several club cards, the Club Organizer reserves the right to transfer the accumulated bonuses from these cards to one Club Card of the Member.
- 2.7. The Member has the right to use bonuses after activating the Club Card.
- 2.8. A completed Participation Application form confirms his/her wish to participate in the Club, receive emails, SMS/Viber messages, and also confirms that the Member has read the terms and conditions of the Club.
- 2.9. The official rules of the Club can be found on the website.
- 2.10. Bonuses can be awarded to the account of the Member from the date of receiving the Club Card. Bonuses can be deducted by the Member only after activating the Club Card. The Member can find out the amount of bonuses on the account in the mobile app "SavvaClub". The Member can check the amount of accumulated/deducted bonuses during payment for food and drinks in the Partner Restaurants and in the mobile app.
- 2.10.1. Club Cards are accepted by all Restaurant Partners.
- 2.11. The Club Card and Bonuses are not considered legal tender or monetary (currency) and cannot be used for banking, credit, payment or other transactions that are not specifically outlined in the Official Rules of the Club.
- 2.12. The Club Card is designed exclusively for the personal use of the Member. Club bonuses cannot be transferred sold, cashed (assigned any monetary value).
- 2.13. Participation date in the Club is the date of registration in the mobile app.
- 2.14. The Club Card is active during the validity of the Club, except its blocking or cancellation. The Club Card is the property of the Organizer and can be confiscated from the Member, blocked or canceled (excluded from the Club) in case of violation of the Official Rules of the Club, loss of the Club Card by the Member, its damage or incorrect behavior of the Member, at the discretion of the Organizer.

3. Personal data of the Member

- 3.1. Upon completion an electronic Participation Application form in the mobile app, the Guest provides personal and contact information for registration in the CRM-system of the Club. Completion by the Member is an obligatory condition for participation in the Club.
- 3.2. The completed electronic Participation Application form demonstrates his/her free will to participate in the Club, gives consent (permission) to the Organizer for processing and use by all means (collection, systematization, registration, accumulation, storage, modification, restoration, use, distribution, depersonalization, destruction, etc.) of personal data specified in this application form, for the purpose of identification of person as the Club Member in particular to participate in all promotional or other events of the Club. As well as consent to the transfer (dissemination) of his personal data to Program Partners and third parties - for the purpose of their processing, in particular for the implementation of personal communications with the Member, transfer and receipt of information. The completed application form by Guest also demonstrates his agreement with all the conditions and rules of the Club, awareness that the data provided by him is entered into the personal database of the Club Members, and confirms the Guest's knowledge of his/her rights as a personal data subject according to Art. 8 of the Law of Ukraine "On Protection of Personal Data" and provisions of the current legislation.
- 3.3. The data of the Member referred to in the application form are confidential. The responsible persons of the Organizer, the Member himself/herself and other persons, including Partners, who were provided access to this information for participating in the Club, have access to the data. Also, this data can be provided at the request of law enforcement and / or other authorities in accordance with current legislation of Ukraine.

4. Rights and liabilities of the Organizer

4.1. The club is the property of the Organizer.

4.2. The Organizer has the right to suspend or stop / close the Club partially or completely, cancel or change the rules and conditions of the Club at its sole discretion by placing information in the Partner restaurants. In case of closure of the Club, all bonuses accumulated by the Member can be used by him within 1 (one) month after publication of the relevant information in the above places.

4.3. The Organizer has the right to refuse to activate the Club Card, block or terminate it in the following cases:

- the use or attempt to use the Club Card in a way that does not comply with the terms and conditions of the Club, the Official Rules of the Club or legislation of Ukraine;
- the suspicion of abuse by the Member of his/her participation in the Club or the use of the Club Card;
- the closure, suspension of the Club, change of the Rules or conditions of the Club.

The Organizer will not be liable for any losses or damages resulting from such acts.

4.4. The Organizer undertakes to collect, store, process the data of the Club Members in a proper way and use them within the Club and according to the rules.

4.5. The Organizer can periodically inform the Member about the accumulated bonuses, promotions and other events in the Partner Restaurants. The Organizer will not be liable for the undelivered messages to the Members.

4.6. The Organizer will not be liable for unauthorized use of the Member Card by third parties.

4.7. The Organizer reserves the right to change the rules, conditions, terms and procedure of the Club and Club Cards, methods, amount of awarded and deducted bonuses by placing information in Partner Restaurants.

4.8. The Organizer of the Club and Partner Restaurants will not be liable for technical failures that occur in work of the Club or in the use of Club Cards, but make every effort to restore normal work as soon as possible.

5. Rights and liabilities of the Member

5.1. The Member has all the rights to protect his personal data according to Art. 8 of the Law of Ukraine "On Protection of Personal Data" and provisions of the current legislation of Ukraine.

5.2. The Member can change / supplement his/her personal data, as well as block his virtual Club Card, refuse to participate in the Club by contacting the waiter of the Partner Restaurant.

5.3. The Member entrusts the Organizer or Partner to communicate any information of commercial and/or informative nature about the Club or Partner by mail, e-mail, telephone and/or SMS/Viber.

5.4. The Member can at any time refuse to receive information through the above-mentioned communication channels, having previously notified the Organizer in writing by e-mail at savvaclub@resta.ua.

5.5. The Member can terminate his participation in the Club at any time, having previously notified the Organizer in writing by e-mail at savvaclub@resta.ua. When the Organizer receives a notice of refusal, the participation of the Member in the program is terminated, the Club Card and Account are blocked, and bonuses are canceled.

5.6. The Member is responsible for timely noticing the Organizer about the change of phone and other personal information.

6. Rules for accrual and awarding of bonuses

- 6.1.** When the Club Member uses the Club Card, he/she receives bonuses for all cuisine and drinks menu items (unless otherwise specified by the Partner) in cash and non-cash payments in the amount of 10% of the total amount of the check that the Club Member has paid. No bonuses are awarded for the check amount paid with previously accrued bonuses.
- 6.2.** Club Members accrue bonuses with each purchase, and said bonuses can be used the next day.
- 6.3.** 1 Club bonus equals 1 UAH of discount.
- 6.4.** Bonuses are awarded for Club Members' own purchases only. Members are required to show their Club Cards prior to paying the bill.
- 6.5.** The document confirming the accrual of bonuses to the Member's Account is the original fiscal check with information about the accrued bonuses and the Club Card number, which was used during the calculation of the specified fiscal check.
- 6.6.** Bonuses are accumulated for the period of validity of the Club.
- 6.7.** Validity of bonuses is 12 months from the last use of the Club Card (fixation in the fiscal check when calculating at the Partner restaurant). If the Member has not made a purchase within 12 calendar months from the date of the last use of the Club Card, the accumulated bonuses are canceled. The Club Member shall be informed about the cancellation of bonuses no later than 14 (fourteen) calendar days by SMS/Viber messages and / or e-mail.
- 6.8.** When bonuses expire, they become null and void and can no longer be used and/or recovered.
- 6.9.** Bonuses are not awarded to the part of the check paid with bonuses and / or a gift card.
- 6.10.** Bonuses are not awarded on the all cuisine and drinks menu items in cafes "Kompot" located in Kyiv city, namely at the following addresses: Kyiv, 57/3 Velyka Vasylykivska str.; Kyiv, shopping center Ocean Plaza, 176 Antonovych str.; Kyiv, 36 Pochtova Square; Kyiv, 57 Yaroslavska str.
- 6.11.** The Organizer reserves the right to change the terms of bonuses and the list of dishes and drink for which bonuses are awarded.
- 6.12.** The Organizer has the right to deduct from the Member's Account the bonuses awarded by mistake, related to the purchase that was canceled. In case of the cancellation of the check, as well as in case of fraud and / or unfair actions with the Club Card and / or the bonus balance.
- 6.13.** Bonuses are accumulated to the Member's Account, provided that all the necessary technical and/or other facilities are available in the Partner Restaurant: Internet connection, electricity, software. If there are no necessary technical and / or other opportunities for accrual of bonuses, the bonuses will be awarded to the Member's Account after the restoration of the necessary capabilities.

7. Deduction / use of bonuses

- 7.1.** Accumulated bonuses on the virtual/plastic Card can be used by the Member when ordering dishes from the menu and soft drinks from the Partners.
- 7.2.** For the deduction / use of Bonuses from the Club Card, the Member must present his/her plastic or virtual Club Card and express his/her wish to use said Card and available bonuses to the waiter prior to paying their check. Accrued bonuses will be deducted from Club Members' accounts automatically when paying the bill.
- 7.3.** Bonuses are used according to the following scheme: 1 bonus = 1 UAH of discount.
- 7.4.** The Club Members can use the bonuses accrued on the account either partially or in full. However, the amount paid with bonuses cannot exceed 40% of the total check.
- 7.5.** Each bonus can be used only once.

7.6. Accumulated bonuses on the Member's Club Card account are not monetary funds, currency or means of payment and cannot be lend out / transferred to the Member as cash or non-cash funds.

7.7. Bonuses are not awarded for positions “Catering”, “Banquet service” (tips).

7.8. Bonuses cannot be used:

- At order alcoholic drinks;
- At order some soft drinks and meals. The list of such dishes and drinks can be checked at the waiter of Partner Restaurant.

7.9. The Organizer reserves the right to change the terms of bonuses and the list of items for which the Member cannot use the accumulated bonuses.

7.10. Bonuses can be used by the Member provided that all the necessary technical and/or other facilities are available in the Partner Restaurant: Internet connection, electricity, software.

8. Privileges and participation in promotions

8.1. There is an additional awarding system during promotions and special offers for Club Members, about which the Organizer informs via the communication channels stated on the website.

8.2. The amount of additionally accumulated bonuses and the conditions of their accrual are specified in the Rules of Promotional Activities, which are posted at the Partners and on the website.

8.3. Additional bonuses are awarded if the conditions of the special offer and / or promotion are fulfilled and the member provides his/her own Club Card prior the payment.

9. Other

9.1. For all questions and comments concerning the work of the Club, the Member can contact the Partner of the Club or write to e-mail: savvaclub@resta.ua.