

“APPROVED”

Order № 20/12-1A dated 12/20/2024

Director of "NATIVE APPS" LLC

O. Heits

"NATIVE APPS" LLC in accordance with the approved version of these Official Rules (hereinafter — the Rules) conducts the "WINTER TRIUMPH" promotion (hereinafter — the Promotion) with the aim of increasing player loyalty, expanding the customer base, and strengthening the image of the Promotion Organizer.

Organizer — LIMITED LIABILITY COMPANY NATIVE APPS, EDRPOU code 43488489, registered office address: Ukraine, 04123, Kyiv, Svitlytskoho street, building 35, office 108/4, license for organizing and conducting Online Casino Gambling — issued on December 22, 2022, valid for 5 years (decision of the Commission for Regulation of Gambling and Lotteries № 434 dated December 13, 2022).

Day — a period of time within an astronomical day from 00 hours 00 minutes 00 seconds to 23 hours 59 minutes 59 seconds according to Kyiv time.

Week — a period of time within 7 days that starts on Monday at 00 hours 00 minutes 01 seconds and ends on Sunday at 23 hours 59 minutes 59 seconds.

Territory of the Promotion — the Promotion is held on the website for organizing and conducting Online Casino Gambling of "NATIVE APPS" LLC <https://supergra.ua> and in the SuperGra Mobile Application, on the territory of Ukraine, except for the temporarily occupied territories of Ukraine and the zone of hostilities.

Promotion period — from December 23, 2024, to December 29, 2024.

SuperGra Mobile Application — various software designed to function on mobile devices with different operating systems (iOS, Android, etc.), using which the Player can access the tools and functionality of the SuperGra Portal/Mobile Application from a mobile device.

Registration on the Portal and/or SuperGra Mobile Application — creating a Client Account (account in a profile). Only persons who have reached the age of 21 are allowed to register. It is necessary to fill in a form on the website <https://supergra.ua> (hereinafter — Organizer's Portal) and/or the SuperGra Mobile Application, which contains personal information. It is necessary to enter a personal valid email address or personal valid mobile phone number. It is also required to enter a password, which the Player uses to access the Client Account in the manner provided by the Rules of the Gambling Organizer, available on the SuperGra Portal and/or Mobile Application. Entering false data may be regarded as fraud. One individual can create only one Client Account (one account in a profile). In case of violation of the rule of creating one Client Account, multiple accounts will be subject to blocking.

Verification — the process of confirming the Player's identity in accordance with the Rules of the Gambling Organizer, which are available on the Organizer's SuperGra Portal/Mobile Application.

Player (Participant) — an individual who, at the time of registration on the Organizer's SuperGra Portal/Mobile Application and at the time of participation in the game, has reached the age of 21, has full legal capacity, and for whom there is no information in the Register of persons whose access to gambling establishments and/or participation in Gambling is restricted, who is not under

the influence of drugs, alcohol, or any other intoxication, who has not been deemed undesirable by the Organizer, who has no other restrictions in accordance with the Applicable Laws of Ukraine and/or the Rules of the Gambling Organizer, and/or the Rules of Online Casino Gambling, and/or the Rules (Principles) of Responsible Gaming, and/or the Organizer's Privacy Policy, and/or the AML/KYC Policy of the Organizer of Online Casino Gambling and/or Terms and Conditions of the Promotion Policy of the Organizer of Online Casino Gambling, at their own request participates in Gambling on the Organizer's SuperGra Portal/Mobile Application, has entered into a Public Offer Agreement on participation in Gambling with the Organizer and is unconditionally consistent with the Rules of the Gambling Organizer, and/or the Rules of Online Casino Gambling, and/or the Rules (Principles) of Responsible Gaming, the Privacy Policy of the Organizer.

Gambling Game — any game that requires the Player to place a bet that gives them the right to receive a prize, the probability and size of which depend wholly or partially on chance, as well as the knowledge and skill of the Player.

Gaming Equipment — the online system of the Gambling Organizer.

Slot — a Gambling Game where the Player spins a reel and/or reels with different symbols by pressing a button. The Player wins if identical symbols on the reels line up as variants for Paylines (classic slots with fixed reels) and/or identical symbols are placed regardless of the row and form winning combinations, disappear, and are replaced by the following symbols that can create new winning combinations (avalanche or cascade Slots).

Spin — one rotation of the reel of the Slot and/or other Gambling Games. During a Gambling Game, after making a Spin, it is possible to receive an additional free Spin (hereinafter referred to as "Respin"). All Respins received in a Gambling Game while making one Spin are subject to crediting and accounting on the Organizer's SuperGra Portal/Mobile Application as one Spin in all promotional offers of the Organizer.

Deposit — the amount of money independently deposited by the Player into the Client Account to participate in Gambling. The minimum and maximum amounts of money deposited are established by the Organizer based on the Player's choice of payment instrument.

Player's Client Account — an online account that is opened for the Player to participate in Gambling on the Organizer's SuperGra Portal/Mobile Application and is part of the Organizer's online system, which provides the Player with complete information about their actions (including gambling bets, etc.), agreements concluded with the Organizer, the balance of electronic money substitutes, and also contains the information necessary to identify the Player. Methods of depositing funds and payment instruments into the Client Account are specified in these Rules, as well as published on the Organizer's SuperGra Portal/Mobile Application.

Bonus Account — a part of the Client Account where Bonuses are credited after their activation by the Player, as well as winnings received with the help of Bonuses.

Bonus — an electronic money substitute, which the Player receives from the Organizer as a result of fulfilling the terms of the Promotion published on the Organizer's SuperGra Portal/Mobile Application, taking into account the Rules of the Gambling Organizer, is placed in the "Bonuses" section of the Organizer's SuperGra Portal/Mobile Application, where the Player has the right to activate or refuse the Bonus. After the Bonus is activated, it is credited to the Player in the form of electronic money substitutes to the Bonus Account (which is part of the Client Account). Under the terms of this Promotion, Bonuses are not subject to wagering.

Personal Data — any information directly or indirectly related to an identified or identifiable individual (the subject of personal data) or used to identify such a person.

Processing of Personal Data — any action (operation) or a set of actions (operations) performed with personal data using automation tools or without using such tools, including collection,

recording, systematization, accumulation, storage, refinement (updating, changing), extraction, use, transfer (distribution, provision, access), depersonalization, blocking, deletion, destruction of personal data.

Organizer's website (hereinafter referred to as the Website/Portal) — a website owned by the Organizer, namely supergra.ua.

2.1. The Organizer has the right to independently change the conditions and procedure for conducting the Promotion. In this case, information about the changes made is posted on the Organizer's SuperGra Portal/Mobile Application. The date of entry into force of the changes is determined by the Organizer independently.

2.2. The processing of Personal data is carried out by an employee of the Organizer, who is entrusted with the fulfillment of personal data processing duties by order of the head.

2.3. Registration and Verification on the Organizer's SuperGra Portal/Mobile Application mean that the Player voluntarily provides their personal data to the Organizer and agrees to their processing.

2.4. The Organizer has the right to involve any third parties in the conduct of the Promotion.

2.5. The Organizer has the right to cancel the Promotion at any time or change these Promotion Rules by posting their new version taking into account clause 2.1. and/or clause 5.6. of these Rules.

2.6. Manufacturers and/or distributors who provide goods and services that may be placed as advertising distribution on the territory of the Promotion are not partners, sponsors, and/or co-organizers of the Promotion.

2.7. Any images on the Organizer's SuperGra Portal/Mobile Application, advertising and information materials, electronic media, platforms, and other digital and/or information devices, including in the form of signs and/or designations of money, are not instructions and/or documents guaranteeing any types of rights to Players participating in the Promotion.

3.1. The Prize pool of the Promotion consists of Bonuses in the form of electronic money substitutes in the amount of 200 000 UAH, which are distributed in separate parts among the Players who took the 1st to 70th prize places according to the Weekly result of the Promotion in accordance with these Promotion Rules.

The Player who participates in the Promotion undertakes to monitor all changes on the Organizer's SuperGra Portal and/or Mobile Application, including, but not limited to, the description of the Promotion, the terms of participation in the Promotion, these Rules, etc.

3.2. Under the terms of this Promotion, a Player who places bets of at least 4 UAH in the Gambling Games specified in clause 3.8. of these Rules on the Organizer's SuperGra Portal and/or Mobile Application during the Promotion period automatically participates in the Promotion and claims to receive a prize place in the Promotion based on the results of the Week, which gives an opportunity for winning in the form of Bonuses (electronic money substitutes) in the amount of 500 UAH to 50 000 UAH.

3.3. All bets placed by the Player in the Gambling Games specified in clause 3.8. of these Rules are summed up by the end of the Week and the Player's prize place in the Promotion is determined based on the results.

3.4. The prize places in the Promotion, from 1 to 70 inclusive, are distributed among the Players with the amounts of placed bets from the largest to the smallest in descending order.

The distribution of Bonuses (by their value and number) among the prize places of the Promotion is

carried out and published on the Organizer's SuperGra Portal and/or Mobile Application, including notification to all Players (specified in this clause of the Rules) automatically in the personal account of the Player's account (Client Account in the "Bonuses" section).

3.5. All Bonuses from the Prize pool of the Promotion after their distribution among the Players, according to the prize places of the Promotion, are displayed on the Organizer's SuperGra Portal/Mobile Application in the "Bonuses" section and have a validity period of no more than 3 days for activation, unless otherwise provided in the description of the Promotion on the Organizer's SuperGra Portal/Mobile Application. After the expiration of the period specified in this clause of the Rules, the Bonuses are canceled, cannot be restored and are not credited, and the Players who have not activated the Bonuses are not entitled to their restoration and crediting by the Organizer.

3.6. In case of equal results of the Players, such Players take prize places in the Promotion in accordance with the order in which they have collected the largest amount of bets within this Promotion.

3.7. The Organizer guarantees objectivity in determining 70 Players who receive Bonuses under the terms of the Promotion. Further communication between the Player and the Organizer may be carried out by email, telephone or in any other way not prohibited by the Applicable Laws of Ukraine.

3.8. Gambling Games participating in the Promotion (the following Gambling Games by the Pragmatic Play provider): Sweet Bonanza, Gates of Olympus, Sweet Bonanza 1000, Sugar Rush 1000, Gates of Olympus 1000, Sweet Bonanza Xmas, Sugar Rush Xmas, Christmas Big Bass Bonanza, Big Bass Christmas Bash, Starlight Christmas, Christmas Carol Megaways, Santa's Wonderland, Santa's Great Gifts, Gates of Olympus Xmas 1000 (2nd December 2024), Santa's Xmas Rush (28th November 2024), Big Bass Xmas Xtreme (18th November 2024).

3.9. Taxation of individuals who have received the Bonus is carried out in accordance with the Applicable Laws of Ukraine at the time of payout of winnings by the Organizer. The payout means the financial operation of transferring funds to the Player's bank account from which the funds were deposited into the Player's Client Account. This means that the income specified in this clause is subject to final taxation upon payout by the individuals receiving the Bonus.

3.10. The Organizer of the Promotion is not responsible for the future use of the Bonus and for the inability to use it for any reason.

3.11. In accordance with sub-clause 170.6.3. of clause 170.6 of Article 170 of the Tax Code of Ukraine, in case a taxpayer — Player (Promotion Participant) — receives income in the form of winnings and prizes other than the lottery win (prize), taxation of such income is carried out in the general manner established by this Code for income that is finally taxed at the time of its crediting at the rate specified in the [paragraph one of clause 167.1](#) of Article 167 of this Code. Therefore, personal income tax and a military fee are imposed on the total amount of such winnings (prizes), the amounts of which are determined by the Tax Code of Ukraine.

4.1. Only individuals, who, according to the Applicable Laws of Ukraine, have the right to participate in the Promotion and meet the definition that is specified in the meaning of the term "Player", under Section 1 of these Promotion Rules, who, according to the Applicable Laws of Ukraine, have access to Online Casino Gambling and who have no gambling addiction (ludomania) or restrictions on participation in Gambling, may participate in the Promotion.

4.2. The Organizer's employees, affiliates, and members of their families are not considered participants in the Promotion and have no right to participate in it.

4.3. Participants (Players) have the rights and obligations established by the Applicable Laws of Ukraine and these Promotion Rules.

4.4. When participating in the Promotion, the Participant (Player) undertakes to:

- 4.4.1. comply with the requirements of these Rules and norms of the Applicable Laws of Ukraine;
- 4.4.2. comply with other requirements that may be established by the Organizer of the Promotion;
- 4.4.3. at the request of the Organizer's employees, provide complete, correct, and accurate information about themselves and their actions on the Promotion Organizer's website;
- 4.4.4. not to deliberately cause inconvenience or obstruct other Promotion Participants (Players);
- 4.4.5. not to take any actions that call into question the legitimacy of their participation in the Promotion and participation of other Participants (Players) in the Promotion;
- 4.4.6. provide documents to confirm the identity of the Promotion Participant (Player) at the request of the Promotion Organizer. In case of failure to provide documents to confirm the identity, the Organizer has the right to restrict the person's participation in the Promotion;
- 4.4.7. notify the Promotion Organizer of any deviations from these Promotion Rules or technical errors that occurred during the Promotion and led to incorrect crediting, use of Bonuses, FS, prizes by the Promotion Participant, etc.

4.5. In addition to clause 4.4. of these Rules, Players should read all clauses of the Rules of the Gambling Organizer, and/or the Rules of Online Casino Gambling, and the Rules (Principles) of Responsible Gaming, and/or Privacy Policy of the Organizer, and/or AML/KYC Policy of the Organizer of Online Casino Gambling, Public Offer Agreement to participate in Gambling with the Organizer, and/or Terms and Conditions of the Promotion Policy of the Organizer of Online Casino Gambling and by depositing money to the Deposit, unconditionally agree to the Rules of the Gambling Organizer and/or the Rules of Online Casino Gambling, and/or the Rules (Principles) of Responsible Gaming, Privacy Policy of the Organizer and/or Terms and Conditions of the Promotion Policy of the Organizer of Online Casino Gambling, the conditions of crediting FS for activation on the Organizer's SuperGra Portal/Mobile Application and these Promotion Rules. If the Players do not agree with the terms of the Promotion, they have the right to refuse to participate in the Promotion. Awareness of the randomness of the game results and the risk of losing is essential.

4.6. By making Spins on bets according to these Promotion Rules, Players automatically agree and accept the Promotion Terms and these Promotion Rules and the terms and accompanying regulations containing documents published on the Organizer's SuperGra Portal/Mobile Application, as well as allow publishing their client ID for any purpose related to these Promotion Rules.

4.7. In case of disagreement with any clause of the Rules of the Gambling Organizer and the terms and/or the Rules of the Promotion, it is necessary to stop using the services of the Organizer.

4.8. Players are solely responsible for the safety and inaccessibility of third parties to the password and Client Account on the Organizer's SuperGra Portal/Mobile Application.

4.9. Players always have the right to cancel any Bonuses, either one of them or all of those already granted. It is possible to cancel Bonuses at any time while there is a balance on the Bonus account. The Player can do this independently in the "Bonuses" section of the Organizer's SuperGra Portal/Mobile Application by clicking the "Cancel" button. Additionally, to cancel/deactivate the Bonus, Players can contact the support service at support@supergra.ua.

4.10. In case of the payout of funds of the Client Account before the Wagering requirements are fulfilled, such Bonus and all winnings on it will be automatically reset. Players can always check the status of the activated Bonus and the progress of Wagering it in their Personal Account/personal profile (Client Account).

4.11. A Participant of the Promotion (Player) who does not agree with the terms of these Promotion Rules and/or refuses to provide consent to process personal data, and/or does not comply/does not

properly comply with the terms of these Rules, is deprived of the right to participate further in the Promotion.

5.1. The Organizer has the right to refuse to credit the Player with Bonuses in case of establishing the fact of non-compliance with the provisions of these Promotion Rules.

5.2 The Organizer is obliged to ensure that the Player is informed about the Promotion Rules.

5.3 The Organizer is not responsible for the false interpretation of the Rules and non-compliance with the Promotion Rules.

5.4 The Organizer is not responsible for the illegal use of gaming services of the Organizer's SuperGra Portal/Mobile Application.

5.5. The Organizer has the right to review and analyze all transaction records for any reason at any time. If any facts that can be considered malicious are revealed, the Organizer retains the right to suspend participation in the Promotion or completely refuse further service to the Player.

5.6. The Organizer, taking into account clause 2.1. of these Rules, has the right to change the terms and conditions of the Promotion or cancel it at any time. In this case, information about the change of the Promotion and/or canceling the Promotion is posted on the Organizer's SuperGra Portal/Mobile Application. The Player is obliged to monitor all changes concerning the Promotion on the Organizer's SuperGra Portal/Mobile Application and does not require additional notification in any other form and/or manner. Participating in the Promotion automatically confirms their agreement with this clause of the Rules.

5.7. The Organizer has the right to cancel winnings, prizes, Bonuses, in case it appears that the Player used a special program intended to deceive the Organizer, or played in collusion with another Player. Regarding all requests for the payout of funds, on which the Player was paid funds or given goods prizes, taking into account the circumstances and conditions of this clause of the Rules, the Player undertakes to return such funds to the Organizer within 7 (seven) banking days from the date of receipt of written notice from the Organizer. In case of non-return of funds or goods prizes received under this clause of the Rules, the Organizer has the right to take all legal measures provided by the Rules of the Gambling Organizer and/or the Applicable Laws of Ukraine.

6.1. By participating in the Promotion, each Player confirms their consent to the processing, storage, cross-border transfer of personal data, provided photo images and the use of personal and any other information by the Organizer of the Promotion for informational and/or any other purpose and methods that do not violate the Applicable Laws of Ukraine (in particular, the Law of Ukraine "On Protection of Personal Data"), grants the right to the free use of their name, surname, photograph, interview, or other materials about them for the announcement of the results of the Promotion on the Organizer's SuperGra Portal/Mobile Application for informational purposes, including the right to publish (including their name, photograph) in the media, any printed, audio and video materials on the Internet, interviews in the media in case of winning any prizes of the Promotion, as well as for the transmission of information, messages (including informational ones), etc., without any restrictions on the territory, time and method of use, and such use is not compensated by the Organizer or partners of the Promotion. The provision of such consent is considered in accordance with the provisions of Articles 296, 307, 308 of the Civil Code of Ukraine and the Law of Ukraine "On Protection of Personal Data".

6.2. From the moment of accepting the conditions of these Rules by taking actions that indicate

participation in the Promotion, the consent to the conditions of the Rules and consent to the processing of personal data is considered to be provided by the Players participating in the Promotion.

6.3. To revoke the Consent for the processing, storage, and cross-border transfer of personal data, it is possible to submit a corresponding statement to the responsible person from the staff of the Organizer. The revocation of the consent for the processing, storage, and cross-border transfer of personal data automatically excludes the Players from the Promotion.

6.4. Participation in the Promotion automatically confirms familiarization with the rights as a subject of personal data provided in Article 8 of the Law of Ukraine "On Protection of Personal Data", which states that the subject of personal data has the right to: 1) know about the sources of data collection, the location of their personal data, the purposes of their processing, the location or residence (presence) of the owner or controller of personal data or give an appropriate instructions to authorized persons to obtain this information, except in cases established by law; 2) receive information on the conditions for granting access to personal data, including information about third parties to whom their personal data is transferred; 3) have access to their personal data; 4) receive, no later than thirty calendar days from the date of receipt of the request, except as otherwise provided by law, a response as to whether their personal data is processed, as well as receive information about the content of such personal data; 5) present a substantiated demand to the owner of personal data with an objection to the processing of their personal data; 6) present a substantiated demand to change or destroy their personal data by any owner and controller of personal data, if this data is processed unlawfully or inaccurately; 7) protect their personal data from unlawful processing and accidental loss, destruction, damage due to deliberate concealment, non-disclosure, or untimely disclosure, as well as protect against the provision of information that is inaccurate or discrediting the honor, dignity and business reputation of the individual; 8) lodge complaints regarding the processing of their personal data with the Authorized Body or in court; 9) apply legal remedies in case of violation of the legislation on the protection of personal data; 10) make reservations regarding restricting the right to process their personal data when giving consent; 11) withdraw consent to the processing of personal data; 12) know the mechanism of automatic processing of personal data; 13) protect against automated decisions that have legal consequences for them.

6.5. The Organizer is the owner of all personal data provided by the Players participating in the Promotion. The Organizer retains the specified personal data for the period established by the Applicable Laws of Ukraine.

7.1. In accordance with clause 6.11 of the Rules of the Gambling Organizer, the Organizer in order to identify (verify, establish data) the Player on the Internet and/or for the actual verification of the Player's identity (not on the Internet, in particular, but not exclusively, in case of giving out a win (prize)), may make a request to the Player, and the Player undertakes to provide the Organizer with additional documents, in particular, an identification number (taxpayer registration card number/tax number), a copy of the identity document, the Player's own image with the necessary document, or require the use of video communication means.

7.2. Prize Bonuses, Promotion prizes are available exclusively for a single Client Account owned by the Player. The Organizer has the right to check for violations at any time. If a violation or suspected violation is detected due to repeated registrations, the Organizer reserves the right to reset the Bonus balance and the due winnings on all accounts associated with violations.

7.3. Depositing funds to the Client Account is carried out using Visa/MasterCard payment bank

cards, or by depositing funds through the City24 and EasyPay self-service terminals. The Player is prohibited from playing on credit either with deferred payment or with subsequent payment, except for paying the bet with credit or debit cards if there is a payment authorization. When depositing funds to the Client Account using electronic means, the User will be redirected to the payment page of the bank/non-bank financial institution/payment institution, which is protected according to the rules of the international payment systems VISA and Mastercard. Cash funds are not accepted on the Organizer's SuperGra Portal/Mobile Application. The Organizer has the right to use the technical capabilities of third-party organizations to process payout transactions made by the Player. Also, with the help of third-party systems, payouts of funds in favor of the Player can be processed.

7.4. Payouts of funds to Players are made in non-cash form through the accounting of transactions in the Organizer's online system, taking into account the provisions of the Law of Ukraine "On State Regulation of Activities for the Organization and Conduct of Gambling" dated July 14, 2020 No. 768-IX and the Law of Ukraine "On Preventing and Counteraction to Legalization (Laundering) of Proceeds from Crime, Financing of Terrorism and Financing of Proliferation of Weapons of Mass Destruction" dated December 06, 2019 No. 361-IX.

7.5. The Organizer, as well as third parties involved by them (in case of such involvement), are not responsible for any technical failures in the operation of the Internet/mobile network, as well as other technical malfunctions that arise due to circumstances beyond the control of the Organizer.

7.6. In case of any technical errors, failures, errors in crediting, transferring bonuses, winnings, prizes, or incorrect mechanism of their use by the Participant of the Promotion, the Organizer of the Promotion has the right to cancel the credited prizes, winnings, money substitutes, bonuses, etc. If the Player created a request for the payout of money received on the Client Account after the crediting of prizes, winnings, money substitutes, or bonuses, based on the circumstances specified in this clause of the Rules, the Player must return such money to the Organizer within 7 (seven) bank days from the date of receiving written notification from the Organizer. In case the money received under this clause of the Rules is not returned, the Organizer has the right to take all legal measures provided by the Rules of the Gambling Organizer and/or the Applicable Laws of Ukraine.

7.7. The Organizer as well as the third parties involved in the Promotion (in case of involvement) are not responsible in case of force majeure circumstances, such as natural disasters, fire, flood, military actions of any character, blockades, significant changes in legislation, which is valid in the territory of Promotion, other circumstances beyond the Organizer's control as well as the involved third parties (in case of involvement), which make it impossible to participate in the Promotion.

7.8. In case of any situation that involves an ambiguous interpretation of these Rules, any controversial issues, and/or issues not regulated by these Rules, the Organizer makes the final decision on such issues. Such a decision is based on the Applicable Laws of Ukraine, is final, and is not subject to appeal.

7.9. Concepts and definitions used in these Promotion Rules refer only to the Promotion held under these Rules.

7.10. These Rules are written in English and are valid on the Organizer's SuperGra Portal/Mobile Application for the Period of the Promotion or until a new version of the Promotion Rules is approved.