

*«NATIVE APPS» LLC in accordance with the approved version of these Official Rules (hereinafter — the Rules) conducts the «Winter Spark» 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, 04215, 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 8, 2025, to December 14, 2025.

**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 narcotics, 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 of the Limited liability company NATIVE APPS (hereinafter - the Rules of the Gambling Organizer), and/or the Rules of Online Casino Gambling of the Limited liability company NATIVE APPS, and/or the Rules (Principles) of Responsible Gaming, and/or the Privacy Policy of the Limited liability company NATIVE APPS, and/or the AML/KYC Policy of the Organizer of Online Casino Gambling, and/or Terms and Conditions of the Promotion Policy of the Limited liability company NATIVE APPS, 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 of the Limited liability company NATIVE APPS, and/or the Rules of Casino Gambling, and/or the Rules (Principles) of Responsible Gaming, the Privacy Policy of the Limited liability company NATIVE APPS.

The Rules of the Gambling Organizer of the Limited liability company NATIVE APPS, the Rules of Online Casino Gambling of the Limited liability company NATIVE APPS, the Rules (Principles) of Responsible Gaming, Privacy Policy of the Limited liability company NATIVE APPS, the AML/KYC-Policy of Online Casino Gambling, Terms and Conditions of the Promotion Policy of the Limited liability company NATIVE APPS, a Public Offer Agreement on participation in gambling are displayed on the Organizer's SuperGra Portal/Mobile Application.

**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 Spin (hereinafter referred to as Super spin). All Super spins 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.

**Game balance** - the amount of electronic money substitutes within which the Player has the right to place bets in Gambling Games or initiate the payout of winnings (prizes) or the refund of funds replenished for participation in Gambling Games. The minimum and maximum amounts for replenished funds are determined by the Organizer, taking into account the payment instrument selected by the Player.

**Game balance replenishment** - replenishment of funds by the Player into the Organizer's account to increase their Game balance. During the game balance replenishment, funds are exchanged for electronic money substitutes.

**Client Account** — a part of the Organizer's online system that provides the Player with complete information about their actions, agreements made with the Organizer, Game balance, as well as information necessary for the Player's identification. The methods for replenishing the Game balance are specified in these Rules and also published on the Organizer's SuperGra Portal and/or in the Mobile Application.

**Offer balance** — a part of the Game balance where Offers are credited after their activation by

the Player, as well as winnings received with the help of Offers. Electronic money substitutes (in case of the absence of the Wagering condition) received as Offers can be used from the Game balance for further participation in Gambling Games, as well as to submit requests to the Organizer for the payout of funds to the Player's verified bank card, and from which the Player replenished funds into the Game balance.

**Offer** — an electronic money substitute, which the Player receives from the Organizer as a result of fulfilling the conditions of the Promotion posted on the Organizer's SuperGra Portal and/or in the Mobile Application in accordance with the Rules of the Gambling Organizer, is placed in the "Offers" section of the Organizer's SuperGra Portal/Mobile Application, where the Player has the right to activate or refuse the Offer. After activating the Offer, it is credited to the Offer balance (which is a part of the Game balance) of the Player in the form of electronic money substitutes. Under the terms of this Promotion, Offers 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](http://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 Promotion prize pool consists of Offers in the form of electronic money substitutes in the amount of 70 000 UAH, the prize pool for 1 blitz consists of Offers in the form of electronic money substitutes in the amount of 10 000 UAH, which are distributed in separate parts among the

Players who took the 1st to 10th prize places according to the result of the blitz within this Promotion in accordance with these Promotion Rules.

3.2. Under the terms of this Promotion, a Player who places bets from 5 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 Offers (electronic money substitutes) in the amount of 300 UAH to 3 000 UAH.

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

3.4. The prize places in the Promotion, from 1 to 10 inclusive, are distributed among the Players with the sums of all bets placed within the week from the largest to the smallest in descending order.

The distribution of Offers (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 Client Account (in the «Offers» section).

3.5. All Offers 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 «Offers» 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 Offers are canceled, cannot be restored and are not credited, and the Players who have not activated the Offers 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 highest sums of all bets placed within the Promotion week.

3.7. The Organizer guarantees objectivity in determining the 10 Players who receive Offers 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 Onlyplay provider): Piggy Tap, Chervona Kalyna, Fruit Train, Express: Hold & Win, Lucky Joker: Hold and Win, Train of Gold: Hold & Win, 3 Hell Pots, Coin Storm, Joker Show, Pyramid Coins, Joker Coins X-MAS, Hot and Spicy Jackpot, Jack Potter X-MAS, Hot and Spicy, Christmas Seven, Happy Cookie.

3.9. Taxation of individuals who have received the Offer is carried out in accordance with the applicable Laws of Ukraine at the time of payout of winnings by the Organizer. The payout refers to the financial transfer to the Player's bank account from which the funds were transferred to the Player's Game balance. This means that the income specified in this clause is subject to final taxation upon payout by the individuals receiving the Offer.

3.10. The Organizer of the Promotion is not responsible for the subsequent use of the Offer 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, if 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 Offers, 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 replenishing the Game balance, placing a bet, 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 Offers 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 Offers, either one of them or all of those already granted. It is possible to cancel Offers at any time while there is a balance on the Offer balance. The Player can do this independently in the "Offers" section of the Organizer's SuperGra Portal/Mobile Application by clicking the "Cancel" button. Additionally, to cancel/deactivate the Offer, Players can contact the support service at [support@supergra.ua](mailto:support@supergra.ua).

4.10. In case of the payout of funds from the Game balance before the Wagering requirements are fulfilled, such Offer and all winnings on it will be automatically reset. Players can always check the status of the activated Offer and the progress of Wagering it in their 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 Offers 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, Offers, 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, marketing 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, marketing 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. 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.

6.4. 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. The procedure for the identification, verification (data establishment) of the Player is carried out in accordance with the procedure specified in the Rules of the Gambling Organizer.

7.2. Prize Offers, 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 Offer balance and the due winnings.

7.3. The Game balance replenishment is possible with payment methods specified on/in the SuperGra Portal/Mobile Application in the "Cashbox" section — "Game balance replenishment". 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 replenishing the Game balance 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, and conditions stipulated by the Rules of the Gambling Organizer.

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 Offers, 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, electronic money substitutes, Offers, etc. If the Player created a request for the payout of money received on the Game balance after the crediting of prizes, winnings, electronic money substitutes, or Offers, 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.