



Public offer for charitable donation

This Public Contract (Offer) (hereinafter referred to as the "Public Offer") is addressed to an indefinite circle of individuals and legal entities (hereinafter referred to as the "Donor") - visitors to the website of the Public Organization "Zrostai Foundation" (zrostai.com) on the Internet: <https://zrostai.com/> (hereinafter referred to as the "Site"), and is an official and public proposal according to Article 633 of the Civil Code of Ukraine of the PUBLIC ORGANIZATION "ZROSTAI FOUNDATION", EDRPOU code 44744055 (hereinafter referred to as the "Public Organization"), represented by the Chair of the Board (leader) Bogun Marina Vitaliivna, acting on the basis of the Statute, to conclude a contract for voluntary financial contribution (hereinafter referred to as the "Contract"), on the terms specified below:

Definitions.

- 1.1. Public Offer - a proposal of the Public Organization, posted on the Site <https://zrostai.com/> and addressed to any individual and/or legal entity, including but not limited to, the Donor, in accordance with Article 641 of the Civil Code of Ukraine to conclude a contract with it on the terms contained in the public offer.
- 1.2. Acceptance - the full and unconditional acceptance by the Donor of the Public Offer of the Public Organization by taking actions to make a money transfer using payment forms and means placed on the Site, as well as by transferring money to the settlement account of the Public Organization through banking institutions. The moment of Acceptance is the fact of making a money transfer and/or crediting funds to the bank settlement account of the Public Organization.
- 1.3. Voluntary contribution - the gratuitous transfer by the Donor of money to the ownership of the Public Organization to achieve its statutory goals and programs in accordance with its Statute, this Agreement, and the Law of Ukraine "On Public Associations".
- 1.4. Donor - a capable individual or private legal entity who accepted this Public Offer and voluntarily makes a contribution to the benefit of the Public Organization.
- 1.5. Site - the website of the Public Organization on the Internet at the address: <https://zrostai.com>

Subject of the contract.

- 2.1. The subject of this Agreement is the gratuitous and voluntary transfer by the Donor to the ownership of the Public Organization of monetary funds by making a voluntary contribution, aimed at ensuring the implementation by the Public Organization of its statutory activities, the purpose of which is provided for in the Statute of the Public Organization.
- 2.2. The Donor independently determines the amount of the Charitable Donation.
- 2.3. The subject of this Agreement is not the receipt, directly or indirectly, of profit by any of the Parties to this Agreement.

Purpose of the contract.

- 3.1. The purpose of this Agreement is to achieve socially beneficial goals through the accumulation of voluntary contributions for:
 - supporting humanitarian, cultural, and educational projects of the Public Organization;
 - supporting internally displaced families from the Luhansk region, which will contribute to humanitarian, economic, educational, socio-psychological support for people, thus improving the quality of life and adaptation level, organizing educational meetings aimed at awareness of rights and opportunities;

- implementing project activities of the organization, purchasing office supplies, baby kits, etc., and other humanitarian initiatives aimed at overcoming poverty and providing assistance to internally displaced families residing in various regions of Ukraine;
 - creating and developing a community of women affected by armed conflict and military aggression; conducting conferences, webinars, festivals, exhibitions, educational, and other events of the Public Organization;
 - supporting socially important projects in the field of culture development by the Organization; implementing statutory goals and objectives of the Public Organization.
- Acceptance.

4.1. Acceptance of the Public Offer means that the Donor agrees to all the terms of this Public Offer, understands, and agrees that their voluntary contribution will be used to achieve the goals and programs provided for in the Statute of the Public Organization, which can be found at the following link.

4.2. The Donor understands and unequivocally agrees to the right of the Public Organization to use a portion of the Donor's voluntary contribution for administrative expenses of the Public Organization, in an amount not exceeding that provided for by Ukrainian legislation.

4.3. The Parties agree that from the moment of acceptance of this Public Offer by the Donor, this Agreement shall be considered concluded in writing in accordance with Articles 207, 639, 641, and 642 of the Civil Code of Ukraine. The Parties further agree that non-compliance with the written form by the Parties to the legal act does not render it invalid.

Rights and obligations of the parties.

5.1. The Public Organization has the right to:

- receive voluntary contributions and use them in accordance with the subject matter and conditions of this Agreement and its statutory activities;
 - change the directions of using voluntary contributions within the statutory activities of the Public Organization without the Donor's consent;
 - use a portion of the voluntary contributions for administrative expenses of the Public Organization without the Donor's consent, within the limits prescribed by Ukrainian legislation;
 - publish on the Website or in any mass media the full name or commercial name of the Donor as a Donor of the Public Organization. By accepting this Public Offer, the Donor consents to such publication, and any additional consent of the Donor to this is not required. In case of disagreement with such publication, the Donor has the right to refuse the publication of the specified data of the Donor as a Donor of the Public Organization;
- collect, process, store, and transfer to third parties data received from Donors, excluding their financial data.

5.2. The Public Organization is obliged to:

in case of using voluntary contributions contrary to the purposes of this Agreement, return the monetary funds to the Donor upon their written request, which must be sent by registered mail with a description of the attachment to the legal address of the Public Organization indicated on the Website; provide, upon written request of the Donor, which must be sent by registered mail with a description of the attachment to the legal address of the Public Organization indicated on the Website, a report on the use of voluntary contributions.

5.3. Rights of the Donor:

- without limitations as to the amount and frequency, make voluntary contributions to the Public Organization;
 - join the Public Organization and pay membership fees;
 - purchase goods and services of the Public Organization at special prices;
 - participate in loyalty programs of the partner companies of the Public Organization.
- refuse the publication by the Public Organization of the Donor's data (last name, first name, or commercial name) as a Donor on the Website or in any mass media.

5.4. Duties of the Donor:

- familiarize oneself with the terms of this Public Offer before accepting it. In case of disagreement with any of the terms of this Public Offer, the Donor should not accept it and must leave the web page of the Website, where there is an opportunity to make voluntary contributions.

Venue for public fundraising.

6.1. Public fundraising of charitable donations is conducted on the territory of any country worldwide. The direct activities of the Public Organization related to public fundraising of voluntary contributions under this Agreement are carried out at the location of the Public Organization.

Fundraising period.

7.1. Public fundraising lasts until the cessation of the activities of the Public Organization (including by way of liquidation), unless another period is determined by the decision of the Public Organization, of which the Donor will be informed by posting relevant information on the Website.

Procedure for the use of charitable donations.

8.1. The use of voluntary contributions collected under the Agreement is carried out in accordance with the goals defined by the statutory activities of the Public Organization and the current legislation of Ukraine.

8.2. The Public Organization disposes of voluntary contributions at its discretion within the limits established by its Statute.

8.3. The voluntary contributions received by the Public Organization may be returned to the Donor only in cases provided for by the legislation of Ukraine.

Organization's responsibility.

9.1. The Public Organization bears responsibility in accordance with the current legislation of Ukraine for the violation of the terms of this Agreement and the use of voluntary contributions contrary to the procedure provided by the statutory activities of the Public Organization and the legislation of Ukraine.

Procedure for general access to the organization's financial reports.

10.1. Access to financial reports on the use of funds of the Public Organization collected from Donors is provided to the Donor, if they are a member of the Public Organization, upon a written request of the Donor, which must be sent by registered mail with a description of the attachment to the legal address of the Public Organization indicated on the Website. Other information is provided by the Public Organization in the manner and within the time frames provided by the legislation of Ukraine.

10.2. By accepting the Public Offer, the Donor confirms that they are aware of their rights provided for by the Law of Ukraine "On Personal Data Protection". The scope of the Donor's rights as a personal data subject under the Law of Ukraine "On Personal Data Protection" is known and understood by them.

10.3. By accepting the Public Offer, the Donor gives consent to the Public Organization for the processing, collection, storage, use, and disclosure of their personal data by the Public Organization in any way provided for by the current legislation of Ukraine in connection with the implementation of the statutory activities of the Public Organization and in the manner determined by the Law of Ukraine "On Personal Data Protection" and local regulations of the Public Organization, which establish the procedure for processing and protecting personal data (if any).

Consent to the processing of personal data.

11.1. By accepting the Public Offer, the Donor confirms that they are aware of and consent to the processing of their personal data for the purpose of fulfilling the conditions of the Public Offer.

11.2. By accepting the Public Offer, the Donor confirms that they are aware of their rights provided for by the Law of Ukraine "On Personal Data Protection". The scope of the Donor's rights as a personal data subject under the Law of Ukraine "On Personal Data Protection" is known and understood by them.

11.3. By accepting the Public Offer, the Donor gives consent to the Public Organization for the processing, collection, storage, use, and disclosure of their personal data by the Public Organization in any way provided for by the current legislation of Ukraine in connection with the implementation of the statutory activities of the Public Organization and in the manner determined by the Law of Ukraine "On Personal Data Protection" and local regulations of the Public Organization.

Other terms of the agreement.

12.1. All expenses (commission fees, etc.) related to the Donor's making of voluntary contributions are borne by the Public Organization.

12.2. The Public Organization is exempt from liability for the disclosure of personal data obtained on the basis of the law from publicly available sources, as well as information and data that have been disclosed or published or otherwise made available in the media and the Internet.

Contact information.

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Website: <https://zrostai.com/>

Public Organization "Foundation "Zrostay""

EDRPOU: 44744055

Account (UAH) IBAN UA053052990000026000025020488

Account (USD) IBAN UA073052990000026005025025132

Account (EUR) IBAN UA363052990000026006005016483

Chairperson of the Board of the NGO "Foundation "Grow Up"":

Maryna Bohun

