

TERMS AND CONDITIONS OF PARTICIPATION

MAZI GIA TO PAIDI – 30th ANNIVERSARY CHARITY ONLINE ART AUCTION

conducted through the ArtVolt Mobile Application (<https://artvolt.com/>)

These Terms and Conditions (“Terms”) govern the access to and participation in the online charity art auction organized by “TOGETHER FOR CHILDREN NON-PROFIT CIVIL PARTNERSHIP” (“MAZI GIA TO PAIDI – Μαζί για το Παιδί Αστική Μη Κερδοσκοπική Εταιρεία”), a civil non-profit company duly established and operating under Greek law, ELGEMI.136162901000 (hereinafter referred to as “MAZI GIA TO PAIDI”, “MAZI”, “we”, “us”). The auction is conducted electronically through the ArtVolt Mobile Application (<https://artvolt.com/>) in the framework of the 30th anniversary of MAZI GIA TO PAIDI (hereinafter the “MAZI Art Auction”).

MAZI is a non-profit organization pursuing exclusively charitable, humanitarian and social welfare purposes, including the provision of financial, material, moral and psychosocial support to children, adolescents and their families in vulnerable or critical life situations, as defined in its Articles of Association. For the avoidance of doubt, it is underlined that all proceeds from the MAZI Art Auction shall be allocated entirely and exclusively to the statutory purposes of MAZI.

By accessing the MAZI auction page on ArtVolt, registering, browsing, bidding or otherwise participating in the MAZI Art Auction, you acknowledge that you have read, understood and unconditionally accepted these Terms and Conditions, which constitute a legally binding agreement.

These Terms apply in conjunction with, and in addition to, the ArtVolt Terms of Use and the ArtVolt Privacy Policy. Use of the ArtVolt Mobile Application is subject to their provisions. In case of conflict, the present Terms and Conditions prevail for all matters relating specifically to the MAZI Art Auction.

1. Nature of the MAZI Art Auction and Role of MAZI

- 1.1. The MAZI Art Auction constitutes a charitable fundraising activity. MAZI acts solely as an intermediary, mandatary and facilitator between the artists who donate the Lots/Artworks and the Users who participate in the MAZI Art Auction. MAZI does not act as a seller in its own name, does not acquire ownership of any artwork and does not pursue any commercial purpose.
- 1.2. Each Lot/Artwork is voluntarily and gratuitously contributed by its artist/creator for the sole purpose of being included in the MAZI Art Auction, in support of the charitable and non-profit objectives of MAZI

GIA TO PAIDI. The donation of each Lot/Artwork is made without any consideration or remuneration to the artist, and with the express understanding that the total proceeds generated from its auction shall be allocated exclusively to the statutory purposes of MAZI. The artist retains all intellectual property rights in the Lot/Artwork and consents to its use and auction strictly within this charitable framework.

- 1.3. Participation by Users in the MAZI Art Auction constitutes a voluntary act of support to MAZI's charitable mission, combined with the possibility of acquiring an artwork.

2. MAZI Art Auction Period, Exhibition and Access

- 2.1. The Lots/Artworks will be physically exhibited to the public at ARCH from 12 to 15 February 2026, for viewing purposes only. The exhibition does not constitute a sale event and does not allow for in-person bidding or transactions. The MAZI Art Auction shall be conducted exclusively online, through the ArtVolt Mobile Application and shall open on 9 February 2026 at 12 (noon, Greek time) and close on 16 February 2026 at 18:00 (Greek time). The official auction time shall be the time displayed on the ArtVolt Mobile Application servers, which shall prevail in case of discrepancy. Bidding is available solely through electronic means via the MAZI auction page on ArtVolt. No bids submitted by email, telephone, physical presence, or any other means shall be accepted or considered valid.
- 2.2. MAZI reserves the right to amend, extend, shorten, postpone or cancel the MAZI Art Auction schedule, in whole or in part, in cases of technical malfunction, security risks, force majeure, legal constraints, or any circumstances beyond its reasonable control that may compromise the proper conduct of the auction. Any such modification shall be announced through the ArtVolt Mobile Application and shall be binding upon all Users.
- 2.3. Physical attendance at the exhibition space, viewing of the Lots/Artworks, or any interaction with the artists or MAZI staff has no legal effect on the bidding process and does not create any preferential rights or obligations. Participation in the MAZI Art Auction is independent of physical presence and is governed solely by the electronic bidding system.

3. Prices – VAT and Taxes

- 3.1. All prices, starting bids and Bids displayed on the MAZI Art Auction Page are stated in euros (€) and do not include Value Added Tax (VAT). The MAZI Art Auction is conducted within the framework of a charitable fundraising activity organized by MAZI, i.e. a non-profit entity. The

allocation of a Lot/Artwork through the auction does not constitute a commercial sale in the ordinary course of trade. Accordingly, no VAT is charged or added to the Winning Bidding Offer, in accordance with applicable legislation.

- 3.2. The Winning User remains solely responsible for any taxes, duties or charges that may be imposed by applicable law in their country of residence or in relation to transportation, import or export of the Lot/Artwork. MAZI assumes no responsibility for the assessment, declaration or payment of any such taxes or charges.

4. Registration, Eligibility and User Obligations

- 4.1. Participation is open only to individuals who are at least eighteen (18) years old and to legal entities with full legal capacity. By registering and participating, Users declare and guarantee that they have the legal capacity to enter into binding contractual obligations.
- 4.2. Users must provide accurate, complete and up-to-date information during registration. MAZI and/or ArtVolt reserve the right to suspend or exclude Users whose information is false, misleading or incomplete.
- 4.3. Each User is responsible for maintaining the confidentiality of their access credentials and for all actions carried out through their account.

5. Bidding Rules and Binding Effect

- 5.1. Each Bid submitted by a User constitutes a legally binding, unconditional and irrevocable offer to acquire the specific Lot/Artwork at the stated amount, in accordance with these Terms and Conditions. By placing a Bid, the User expressly acknowledges that they enter into a contractual commitment that becomes enforceable upon the conclusion of the MAZI Art Auction.
- 5.2. Bids may not be withdrawn, cancelled, reduced or otherwise modified once they have been submitted, regardless of error, change of intent, or misunderstanding by the User. Users are therefore encouraged to verify the amount and the selected Artwork carefully before placing any Bid.
- 5.3. The highest valid Bid submitted before the official closing time of the auction shall constitute the Winning Bidding Offer. The User who submitted such Bid becomes the Winning User and is legally and contractually obliged to complete the transaction by paying the full amount of the Winning Bidding Offer.
- 5.4. To ensure fairness, transparency and orderly conduct of the auction, Bids must comply with the minimum bid increment rules set out below. Users may not place Bids at arbitrary amounts and must increase the current highest Bid by at least the applicable minimum increment. The minimum

bid increment is determined by the amount of the current highest Bid, as follows:

- for current highest Bids from €1,000 to €4,999, the minimum bid increment is €200;
- for current highest Bids from €5,000 to €9,999, the minimum bid increment is €500;
- for current highest Bids from €10,000 to €19,999, the minimum bid increment is €1,000;
- for current highest Bids from €20,000 to €50,000, the minimum bid increment is €2,000.

Any Bid that does not comply with the applicable minimum bid increment shall be deemed invalid and shall not be taken into account, even if technically accepted by the ArtVolt Mobile Application. ArtVolt Mobile Application reserves the right to amend the minimum bid increments where necessary for the proper conduct of the auction. Any such amendment shall be communicated through the ArtVolt Mobile Application platform and shall apply prospectively.

5.5. MAZI reserves the right, at its sole discretion, to invalidate or disregard any Bid that:

- (i) is manifestly erroneous,
- (ii) results from technical malfunction,
- (iii) is fraudulent or abusive,
- (iv) is placed in violation of these Terms and Conditions, or
- (v) is submitted by a User lacking legal capacity.

5.6. MAZI determines the starting bid for each Lot/Artwork based on the information provided by the artist and the charitable nature of the MAZI Art Auction. No contractual relationship is formed until the auction closes and the Winning Bidding Offer is confirmed.

6. Information on Artworks and Responsibility of the Artist

6.1. All information regarding each Lot/Artwork, including authenticity, originality, title, artist attribution, materials, dimensions, year of creation and valuation, is provided by the artist who donates the Lot/Artwork. MAZI acts in good faith as a transmitter of this information but does not guarantee its accuracy or completeness. The price, authenticity and certification of each Lot/Artwork are based on information provided by the Artist and shall remain the sole responsibility of the donating Artist.

- 6.2. Descriptions, artistic evaluations and photographs constitute opinions and indicative representations, not legally binding guarantees.

7. "As Is" Sale – Condition of Artworks

- 7.1. All Lots/Artworks are auctioned and awarded "as is", in their condition at the time of the MAZI Art Auction. Users acknowledge that they may bear signs of age, wear or imperfections.
- 7.2. Differences in color, texture or appearance between photographs and the actual Lot/Artwork may occur due to lighting or digital reproduction.
- 7.3. MAZI provides no warranties regarding artistic quality, market value, condition or fitness for a particular purpose, beyond what is explicitly stated herein.

8. Payment Obligations

- 8.1. Upon completion of the auction, the Winning User is legally obliged to pay the full amount of the Winning Bidding Offer, without any deduction, set-off or condition. ArtVolt may request Users to provide identification, contact details and banking information for verification and compliance purposes. However, ArtVolt does not process, collect or execute any payments and bears no responsibility for the financial transaction.
- 8.2. Payment is arranged directly between MAZI and the Winning User. Following the closing of the auction, MAZI shall contact the Winning User using the contact details provided on the ArtVolt Mobile Application and shall provide detailed payment instructions, including deadlines and accepted payment methods. The Winning User must complete payment promptly and strictly within the timeframe communicated by MAZI. Failure to comply with the payment deadline constitutes a material breach of these Terms.
- 8.3. In case of non-payment or unjustified delay in payment:
 - (i) MAZI reserves the right to cancel the allocation of the Lot/Artwork,
 - (ii) MAZI may offer the Lot/Artwork to the next highest bidder or withdraw it from the auction,
 - (iii) the defaulting User may be excluded from future MAZI auctions,
 - (iv) MAZI shall bear no liability whatsoever towards the defaulting User.

The Winning User acknowledges that the payment constitutes a charitable contribution in exchange for the allocation of a Lot/Artwork and directly supports the humanitarian mission of MAZI GIA TO PAIDI.

9. Transfer of Ownership

- 9.1. Ownership of any Lot/Artwork shall be transferred to the Winning User exclusively upon full, complete and irrevocable settlement of the Winning Bidding Offer, in accordance with the payment instructions provided by MAZI. No right, title or interest in the Lot/Artwork, whether proprietary or possessory, shall pass to the Winning User prior to such full payment.
- 9.2. Until the payment has been fully received and confirmed by MAZI, the Lot/Artwork shall remain under the ownership and control of the donating Artist, with MAZI acting solely as intermediary and mandatary. The Winning User acquires no right of use, possession, disposition or exploitation of the Lot/Artwork before the completion of payment.
- 9.3. Any risk associated with the Artwork, including but not limited to risks of loss, destruction, deterioration or damage, shall not pass to the Winning User prior to the transfer of ownership as defined above, except as otherwise expressly provided in these Terms and Conditions with respect to the timing of risk transfer in relation to collection.
- 9.4. The transfer of ownership shall be deemed legally completed only upon MAZI's written confirmation that the full payment has been received and cleared. Only at that point shall the Winning User be entitled to arrange for collection and transportation of the Artwork in accordance with the provisions of these Terms.

10. Collection, Transport and Risk

The Winning User must arrange for collection of the Lot/Artwork within thirty (30) days after payment. All costs related to packaging, handling, transportation, insurance, customs, export and import formalities are borne exclusively by the Winning User. The risk of loss, destruction or damage passes to the Winning User upon collection of the Artwork, or thirty (30) calendar days after the auction closes, whichever occurs first. If the Artwork is not collected in due time, MAZI may arrange storage at the Winning User's expense.

11. Refunds and Cancellations

- 11.1. Once a Bid has been validly submitted, it is final, binding and irrevocable. No cancellation, withdrawal or modification of a Bid is permitted for any reason, including error, change of intention, misunderstanding of the Lot/Artwork's characteristics or financial circumstances of the User. By participating in the Mazi Art Auction, Users expressly waive any right of withdrawal that might otherwise apply to distance contracts, to the extent permitted by applicable law, given the nature of the auction and its charitable purpose.

- 11.2. Refunds are granted only on an exceptional and strictly limited basis and exclusively in the following cases where, despite the Winning User's reasonable and documented efforts, the donating artist refuses or is objectively unable to release and deliver the Lot/Artwork.

12. Intellectual Property

- 12.1. All intellectual property rights, including but not limited to copyright and any related or neighboring rights, in and to each Lot/Artwork remain exclusively and perpetually vested in the artist who created the Lot/Artwork. Nothing in these Terms and Conditions or in the conduct of the Mazi Art Auction shall be construed as a transfer, assignment or licensing of any such intellectual property rights to the Winning User or to any third party, except as expressly stated herein. The Winning User acquires ownership solely of the physical and tangible object constituting the Artwork. Such ownership does not include, and shall not be deemed to include, any right to reproduce, copy, publish, distribute, communicate to the public, display commercially, adapt, modify, digitize, license or otherwise exploit the Artwork in any form or by any means, whether for commercial or non-commercial purposes, without the prior written consent of the artist. Any reproduction or use of the Artwork by the Winning User, including but not limited to use in publications, catalogues, online platforms, social media, exhibitions, advertising or merchandising, requires the express written authorization of the artist, unless such use falls within a mandatory exception provided by applicable copyright law.
- 12.2. MAZI is hereby granted by the artists and the Winning Users a perpetual, non-exclusive, worldwide, royalty-free license to use, reproduce, publish, display and communicate to the public images, photographs, videos and descriptive material of the Artworks solely for purposes related to:
- (i) the promotion of the MAZI Art Auction,
 - (ii) the promotion of MAZI's charitable mission,
 - (iii) documentation, reporting and archival purposes,
 - (iv) educational or non-commercial communication activities.

Such use by MAZI shall not give rise to any financial claim or compensation by the artist or the Winning User and shall always be made with due respect to the moral rights of the artist, including proper attribution of authorship and integrity of the Lot/Artwork.

13. Limitation of Liability

- 13.1. To the maximum extent permitted by applicable Greek law, MAZI shall not be liable for any indirect, incidental, special, consequential or punitive damages arising out of or in connection with the Mazi Art Auction, the Lots/Artworks or the use of the ArtVolt Mobile Application. This includes, without limitation, any loss of profits, loss of opportunity, loss of data, loss of goodwill, reputational damage or any similar economic or non-economic loss.
- 13.2. MAZI bears no responsibility and assumes no liability for:
- (i) any interruption, delay, malfunction, error or failure of the ArtVolt Mobile Application,
 - (ii) any technical issues affecting bidding, registration, data transmission or auction closure,
 - (iii) any inability of a User to access or use the ArtVolt Mobile Application due to internet connectivity, hardware, software or system incompatibilities.
- 13.3. Users expressly acknowledge that ArtVolt is an independent third-party service provider and that MAZI has no control over its technical infrastructure, availability or performance.
- 13.4. Without prejudice to the above, and in any event, MAZI's total and aggregate liability for any and all claims, actions or demands arising out of or in connection with a specific Lot/Artwork or the auction in general, whether in contract, tort, negligence or otherwise, shall be strictly limited to the amount actually paid by the Winning User for the specific Artwork giving rise to the claim. Under no circumstances shall MAZI be liable for any amount exceeding the purchase price of the Artwork concerned, and no additional compensation, damages, interest or reimbursement of expenses shall be payable.

14. Data Protection

- 14.1. MAZI processes personal data of the natural persons who participate in the MAZI Art Auction, by registering to the dedicated MAZI auction page on ArtVolt Mobile Application, acting as data controller and according to the applicable legislation on the protection of personal data.
- 14.2. The personal data that will be processed include identification and contact details (full name, email) and any account information required for the user's registration at MAZI auction page on ArtVolt Mobile Application, bidding information, communication data and information relating to the completion and confirmation of the financial transactions by the winning bidders (ex. information included in the donation certificate). MAZI informs you that the credit/debit card details

potentially required for the completion of the online financial transaction are not stored in any database of its databases, but are entered directly in a secure environment of an independent third-party payment service provider who is responsible for the confirmation and the general management of the financial transaction.

- 14.3. Personal data is processed for the purposes of organizing and conducting the MAZI Art Auction, including enabling users' participation and bidding, communicating with participants and winning bidders, coordinating payment confirmation and collection of artworks, according to the present Terms and Conditions of the MAZI Art Auction, accepted by the participants by registering and participating in the auction.
- 14.4. MAZI will not disclose or transfer personal data to third parties, except to persons with whom it cooperates for the execution of the above-mentioned purposes in the context of conducting the MAZI Art Auction. Thus, access to the participants' personal data may be granted to the provider of the ArtVolt Mobile Application, with whom MAZI has signed the appropriate contractual documents for the protection of personal data.
- 14.5. We further inform you that your personal data are processed both in Greece and in third countries outside the European Economic Area (EEA), namely the United States, through the use of the ArtVolt Mobile Application. In this case, your personal data will be processed only in accordance with an adequate decision of the European Commission and/or in compliance with all safeguards and protective measures provided under EU Regulation 2016/679 for transfers to third countries
- 14.6. Personal data is retained only for as long as necessary for the purposes of organizing and conducting the MAZI Art Auction and thereafter for the period required by applicable legal, accounting or regulatory obligations or for the establishment, exercise or defense of legal claims arising from the auction.
- 14.7. Under the conditions set by the Law, participants have the right to access their personal data and/or submit a request for the correction or deletion of their personal data, while they also have the right to restrict processing, object to processing, the right to data portability, and the right to lodge a complaint before the Hellenic Data Protection Authority (HDPA) via its website <https://eservices.dpa.gr/>. To exercise their rights or for any other questions regarding the processing of their personal data, participants can send their requests to the following email address of the Data Protection Officer of MAZI: dpo@mazigiatopaidi.gr.
- 14.8. For further information regarding the processing of personal data by MAZI, you can refer to its websites <https://mazigiatopaidi.gr/> and <https://www.supportmazi.gr/>.

15. Governing Law and Jurisdiction

- 15.1. These Terms and Conditions constitute the entire agreement between MAZI and the Users with respect to the MAZI Art Auction. All provisions of these Terms and Conditions are deemed material and essential. Any amendment, modification or supplement to these Terms and Conditions shall be valid only if made in writing and published herein by MAZI.
- 15.2. If any provision of these Terms and Conditions is held to be invalid, unlawful or unenforceable, in whole or in part, such invalidity shall not affect the validity, legality or enforceability of the remaining provisions, which shall continue in full force and effect.
- 15.3. MAZI and Users agree to act in good faith and in accordance with principles of fair dealing and commercial ethics and shall first seek to resolve amicably any dispute, controversy or claim arising out of or in connection with these Terms and Conditions or the Mazi Art Auction.
- 15.4. In the event that an amicable settlement is not achieved, the MAZI and Users agree that any dispute shall first be submitted to mediation, conducted by a mediator registered in the Registry of Certified Mediators maintained by the Hellenic Ministry of Justice. The seat of the mediation shall be Athens, Greece, and the mediation proceedings shall be conducted in the Greek language.
- 15.5. If the dispute is not resolved through mediation within twenty (20) calendar days from the commencement of the mediation process, then exclusive jurisdiction for the final resolution of the dispute shall lie with the Courts of Athens, Greece, and Greek law shall be the exclusively applicable law.
- 15.6. This clause reflects the binding intent of MAZI and Users to prioritize alternative dispute resolution, in compliance with Greek legal standards, while securing legal certainty through exclusive jurisdiction and governing law.