

Business Culture Ltd.

### **Standard form contract**

on the provision of a set of services for the organization and conduct of the Fifth International Open Water Swim Competition X-WATERS VOLGA July 26, 2020

**Please, carefully read the text of this standard contract. If you do not agree with any clause of this contract, the Organizer invites you to refuse using the services.**

#### **1. Subject of the standard contract.**

1.1. The subject of this standard contract is provision to a person who wishes to participate in a sports event / swim (hereinafter referred to as the Participant) organized by Business Culture Ltd. (hereinafter - the Organizer), with a set of services for the conduct of the Fifth International Open Water Swim Competition X-WATERS VOLGA July 26, 2020 (hereinafter - the Swim) and for the participation of the Participant in it in accordance with the procedure and on the terms provided for by this contract and the Regulations on the Fifth International Open Water Swim Competition X-WATERS VOLGA July 26, 2020 (hereinafter - the Regulations).

1.2. The set of services for conducting the Swim and participation of the Participant in the Swim includes:

- services for electronic registration as a Participant of the Swim for the chosen distance and assignment of the starting number of the Swim Participant;
- services to prepare and provide a starter package to the Participant;
- services to conduct the Swim and participation of the Swim Participant in it;
- services for the organization of electronic measurement of the Swim Participant time on the distance;
- provision of a swimming cap to the Participant;
- provision of a finisher medal to the Participant;
- additional services, if the Participant purchases them.

1.3. The responsibility for the quality of the services provided under this contract is born by the Organizer.

#### **2. The moment of contract conclusion.**

2.1. The text of this contract is a standard contract (in accordance with Article 435 and Part 2 of Article 437 of the Civil Code of the Russian Federation).

2.2. Offer acceptance implies full and unconditional acceptance by the Participant swim of all the conditions of this contract without any exceptions and / or limitations and is equivalent to the conclusion of a written contract (paragraph 3 Article 434 of the Civil Code).

2.3. Swim registration and registration fee payment activities by the Participant indicate the full and unconditional acceptance by the Participant of the swim conditions of this standard contract, which is equivalent to the conclusion of a written contract.

2.4. This standard contract is considered the basic document in the official relationship between the Swim Participant and the Organizer. The swim participant guarantees that all the terms of this contract are understandable to him, and he accepts them unconditionally and in full.

### **3. Rights and obligations of the parties.**

#### **3.1. The swimmer has the right:**

3.1.1. To perform electronic registration for the Swim at any of the chosen distance among those available at the time of registration, in accordance with the Regulations posted on the website of the Organizer [x-waters.com](http://x-waters.com).

3.1.2. In case of payment of the registration fee and fulfillment of the Organizer's requirements for admission to the swim (in accordance with the Regulations), to receive the Participant's Starter Package and participate in the Swim at the time set by the Organizer.

#### **3.2. The Organizer has the right:**

3.2.1. To require the Swim Participant to comply with all the rules contained in this standard contract and in the Swim Regulations. To refuse the Participant from the Swim, if the requirements of this standard contract or those of the Swim Regulations are not fulfilled.

3.2.4. Without any compensation to the Participant and without any responsibility, to produce photos and videos of the Participant during the Swim, to use photo, audio and / or video materials with the Swim Participant in promotional, advertising and other publications in printing, radio, television, on the Internet and other sources without limitation of the terms and places of use of these materials, as well as the right to edit such materials and transfer them to third parties.

3.2.3. The organizer has the right to change or postpone the dates of the Event if it is not possible to hold it on the scheduled date. If the event is postponed, all agreements between the Parties remain in force. If the Participant cannot participate in the Event within the new time frame, the Organizer must offer an adequate replacement, including transferring the slot to another event of the Organizer, or to the same Event but in a different year.

#### **3.3. The swim participant shall:**

3.3.1. Carefully read the terms of this standard contract, the Swim Regulations on the official Events page on the Organizer's website [x-waters.com](http://x-waters.com) and comply with all these provisions.

3.3.2. In case of not finding when searching for the relevant documents on the specified website of the Organizer, contact the Organizer, and only after reading these documents, proceed with registration for the Swim. The Organizer shall not be liable for the actions of the Swim Participant made as a result of the participant's incorrect understanding of the meaning of the text of these documents.

3.3.3. Get to know and accept the size of the registration fee before paying it.

3.3.4. Pay in full the registration fee by means of payment methods provided for by this standard contract.

### **3.4. The Organizer shall:**

3.4.1. Provide the Swim Participant with the right to electronically register for the Event for the distance chosen by him following the terms of the Swim Regulations.

3.4.2. In the event of payment of the registration fee and the fulfillment of all the necessary requirements of the Swim Regulations, provide the Participant's Starter Package in the order provided for in the Swim Regulations on the days of Participant's Starter Package provision and admit the Participant to participate in the Event on the selected distance.

3.4.3. Provide Participants with information about the Event Organizers (company name, legal and actual address, tax number).

## **4. Payment procedure**

4.1. A registration fee is charged for the set of services for conducting the Swim and participating of the Participant in the Swim, the fee is to be paid by the Swim Participant. The registration fee includes the cost of the set of services listed in paragraph 1.2 of this standard contract.

4.2. In addition to registration services from paragraph 1.2. The Participant has the right to purchase additional services or goods from those offered by the Organizer, either simultaneously with payment of the registration fee, or separately.

4.3. The Swim participant shall pay the registration fee and for the additional services using Visa, MasterCard or MIR payment systems or via PayPal service;

4.4. The registration fee for the Swim and the cost of additional services are determined by the Organizer and indicated on the website x-waters.com. The payment is not subject to VAT as the Organizer applies the simplified taxation regime. The Participant's Bank may impose an additional commission for the money transfer - this commission is not included in the registration fee and shall be paid additionally.

4.5. The registration fee and any additional services price are valid at the time of payment.

4.6 The cost of the registration fee increases with the number of participants.

distance	number of participants more	Cost (euro)	distance	number of participants more	Cost (euro)	distance	number of participants more	Cost (euro)
1 km	0	48	3 km	0	48	5 km	0	48

	60	50		60	50		60	50
	85	51		110	51		110	51
	110	53		160	53		160	53
	135	54		210	54		210	54
	160	56		260	56		260	56
	185	57		310	57		310	57
	210	58		360	58		360	58
	235	60		410	60		410	60
	260	61		460	61		460	61
	285	63		510	63		510	63
	310	64		560	64		560	64
	335	66		610	66		610	66
	360	67		660	67		660	67
	385	68		710	68		710	68
	410	70		760	70		760	70
	435	71		810	71		810	71
	460	73		860	73		860	73
	485	74						

## 5. Cancellation and Refund

5.1. Registration fee is not refundable.

5.2. In the event that the Participant decided not to participate in the swim, the cost of additional services purchased by the participant in addition to the Registration fee can be partially refunded according to the following rules:

5.2.1. Any refunds are possible upon a written request of the participant, received not later than 1 month before the event.

5.2.2 The funds, paid for personal safety buoy, shall be paid back in full, except for bank charges for money transfer. Alternatively the participant can be given a buoy (at the choice of the participant);

5.2.3 The funds, paid for the T-shirt shall not be paid back, the participant will be provided with the ordered T-shirt.

5.2.4. Money paid for a hotel room shall be refunded except for bank transfer fees under the following rules:

- 100% refund if cancellation is made 60 days or more prior to the date of arrival;
- 75% refund if cancellation is made from 60 to 30 days prior to the date of arrival;
- 50% refund if cancellation is made from 30 to 21 days prior to the date of arrival;

No refund if cancellation is made less than 14 days before the date of arrival.

5.2.5. If the cancellation happens less than one month before the Swim, no refunds shall be made, the Participant shall be given an opportunity to receive all the services and goods ordered by him, during the Swim, on a par with the other participants.

## **6. Changes in registration, transfer of the slot**

6.1. Modification of the Participant's data submitted by him at registration for the Swim, change of the distance chosen by the Participant or transfer of the slot to another person are possible under the following rules:

- change of the Participant's data submitted by him at the registration for the Swim, change of the chosen distance and transfer of the slot, shall be made no later than two weeks before the event; more than 30 days before the event - 500 rub; from 30 to 14 days before the Swim – 1000 rub;
- the person to whom the slot is transferred shall be registered in usual manner in accordance with the requirements of the Regulations

6.2. The transfer of additional services purchased with the slot is carried out at the member's private account on x-waters.com. Not all services can be transferred. See the instructions in your personal account. By default, transfer to another person is carried out "as is", that is, if a package of additional services was purchased - the Slot is transferred together with the package of additional services.

6.3. Transfer of additional services purchased together with the slot is carried out through the participant's personal account on the site x-waters.com and it is only possible in conjunction with the slot. Not all services can be transferred. For more information, see the instructions inside your merchant profile. The slot is transferred to another one "as is", i.e. if a package of additional services was purchased, the Slot is transferred along with the additional purchased package of services.

6.4. Cancellation of additionally purchased services when saving the slot (when the registered Participant plans to participate but wants to refuse from additional services purchased) shall be made via official mail [welcome@x-waters.com](mailto:welcome@x-waters.com) and shall be governed by the rules set out in section 5 of this standard contract.

## **7. Reimbursement of the cost of a non-returned electronic chip**

7.1 In order to electronically measure the result of the Swim, the Participant, together with the starter package, shall receive from the Organizer a reusable electronic time-measuring chip for

temporary use. Immediately after the end of the swim, the participant shall return the electronic chip to the Organizer.

In case the Participant does not return the electronic chip to the Organizer within 7 days after the end of the Swim, the Organizer has the right to write off the value of the electronic chip from the participant's bank card used by the Participant upon registration to the Swim, in a no-acceptance (unilateral) order. The cost of an electronic chip is 5000 rub.

## **8. Personal data of the Swim Participant and informed consent of the Swim Participant for data processing**

8.1. Payment of the registration fee by the Participant automatically means full and unconditional acceptance of the terms of the standard contract by the Participant, including consent to the processing his personal data by the Organizer.

8.2. When completing the registration web-form for the Event, the Participant of the swim gives the Organizer the following information, which is the personal data of the Participant of the swim: surname, name, patronymic, gender, date of birth, contact information (telephone, e-mail, city), company, club, relative's phone, which can be contacted in case of emergency.

8.3. The processing of personal data means: collection, systematization, accumulation, clarification, updating, modification, use, dissemination, transfer, including transboundary, depersonalization, blocking, destruction, storage, and any other actions (operations) with personal data. Processing of personal data of the swim Participant can be carried out with the help of automation means and / or without the use of automation means in accordance with the current legislation of the Russian Federation.

8.4. Processing of the personal data of the swim Participant is carried out solely for the purpose of fulfilling the conditions of this standard contract and the Swim Regulations, including for the registration of the Swim Participant for the Event, development of start and finish protocols, sending to the swim Participant e-mails and text messages with notifications containing information related to the Event and any other information related to the swim Participants and to the Event.

8.5. The organizer shall take the necessary legal, organizational and technical measures or ensure them for the protection of personal data from unauthorized or accidental access to them, destruction, modification, blocking, copying, provision, dissemination of personal data, as well as other illegal actions in relation to personal data, and also assumes the obligation to maintain the confidentiality of the personal data of the swim Participants. The Organizer has the right to involve subcontractors for the processing of personal data of Participants, and also has the right to transfer personal data for processing to its affiliated bodies (the list of bodies is kept by the representatives of Business Culture Ltd. and can be provided to the participant on demand) while ensuring acceptance by such subcontractors and affiliated bodies of the relevant obligations regarding the confidentiality of personal data.

8.6. The date of issue of consent to the processing of the personal data of the Swim Participant is the date of registration fee payment by the swim Participant. This consent is valid for 20 (twenty) years from the date of the transfer of personal data.

8.7. Consent to the processing of personal data may be revoked by the Participant on the basis of a written application in an arbitrary form addressed to the Organizer and sent to him at the address: [welcome@x-waters.com](mailto:welcome@x-waters.com).

## **9. Responsibility of the parties**

9.1. In the event of non-performance or improper performance of their obligations under this contract, the Parties shall be liable in accordance with the legislation of the Russian Federation.

9.2. The Organizer shall not be responsible for ignorance or non-compliance of the Participant with the requirements and rules established by the Organizer.

9.3. The Organizer shall not be liable for any losses or moral damage incurred by the swim participant as a result of not reading, erroneous understanding or misunderstanding of the terms of this contract and the relevant Swim Regulations.

9.4. The Organizer shall not be liable for any damage caused by the attendant circumstances to the Participant and / or his property during the Event due to the fault of the Participant himself, other participants or third parties.

9.5. The swim participant does not object to any possible first medical aid provided by the Organizer.

## **10. Circumstances of force majeure**

10.1. The parties are exempted from liability for full or partial non-fulfillment of their obligations under this contract, if such failure was a consequence of force majeure circumstances.

10.2 The force majeure circumstances, in particular, include: natural disasters, adverse weather conditions, military actions, nationwide crisis, strikes in the industry or region, actions and decisions of state authorities, disruptions arising in telecommunications and energy networks, operation of malicious programs, as well as unscrupulous actions of third parties, aimed at unauthorized access and / or disabling of software and / or hardware complex (payment system, etc.) of each of the Parties.

10.2. The force majeure circumstances, in particular, include: natural disasters, adverse weather conditions, military actions, nationwide crisis, strikes in the industry or region, actions and decisions of state authorities, disease outbreaks, epidemics and pandemics, quarantine, emergency and other restrictive measures imposed on the territory of the Event, or making it difficult for a significant number of participants or Organizers to access the territory of the Event, decisions of authorities, regulatory and Supervisory bodies that make it impossible or significantly affect the

format of sports and mass Events, disruptions arising in telecommunications and energy networks, operation of malicious programs, as well as unscrupulous actions of third parties, aimed at unauthorized access and / or disabling of software and / or hardware complex (payment system, etc.) of each of the Parties.

## **11. Change of contract**

11.1. The present contract comes into force from the moment of payment of the registration fee by the Swim Participant.

11.2 The Organizer has the right to change the terms of this contract without prior notice to the Swim Participant.

11.3. If the time for the entry into force of the amendments to this contract has not been specifically agreed, they commence from the time they are published on the official swim page on x-waters.com

11.4. Changes in the contract are not retroactive.

## **12. Settlement of disputes**

12.1. All disputes and disagreements arising from the performance of obligations by the Parties under this Contract shall be resolved through negotiations, in a claim procedure. In case of impossibility of their elimination, the Parties have the right to apply for judicial protection of their interests to the court at the location of the Organizer.

12.2. Applicable law is the law of the Russian Federation.

## **13. Requisites of the Organizer**

Business Culture Ltd.

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