

Standard contract

1. General Provisions

1.1. This Agreement governs the relationship between Business Culture, OOO (hereinafter referred to as the 'Registrar') and the Internet user who wishes to participate in the swim (hereinafter referred to as the 'Participant'), who are collectively referred to as the 'Parties'. The text of this agreement is a public offer (in accordance with article 435 and part 2, article 437 of the Civil Code of the Russian Federation).

1.2. The subject of this agreement is the electronic registration of the Participant for the X-WATERS SAINT PETERSBURG swim on August 07-08, 2021 (hereinafter referred to as the 'Swim').

1.3. All issues related directly to the organization and conduct of the swim are regulated in the Swim Regulations posted on <https://x-waters.com>

1.4. The Participant's actions to register for the Swim and pay the registration fee indicate his full and unconditional acceptance of conditions of both this Agreement and the Swim Regulation and is equal to concluding a written agreement (clause 3, article 434 of the Civil Code of the Russian Federation).

1.5. Fees for the Swim registration should be paid to Business Culture, OOO (Organizer).

2. Payment procedure

2.1. The Participant has to pay a fee for the participation in the swim.

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

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

2.4. The registration fee for the Swim and the price for additional services are determined by the Organizer and indicated on the website x-waters.com. The payment is not subject to VAT due to the use of the simplified form of taxation by the Organizer. The Participant's Bank may charge an additional fee for the transfer of funds - this commission is not included in the registration fee and is charged additionally.

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

3. Cancellation and Refund

3.1. The registration fee is not refundable.

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

3.2.1. Any refunds are possible upon written request from the Participant received no later than two weeks before the event.

3.2.2 Funds paid for the individual safety buoy shall be fully refunded except for bank transfer fees. Or the participant can be provided with the buoy (at participant's choice);

3.2.3 Funds paid for the T-shirt shall not be refunded, the participant will be provided with the T-shirt.

3.2.4 Funds paid for a hotel room shall be refunded except for bank transfer fees, according to the following rules: - 100% refund, subject to cancellation 60 days or more prior to arrival; - 75% refund, subject to cancellation from 60 to 30 days prior to arrival; - 50% refund, subject to cancellation 30 to 21 days prior to arrival; - No refund if cancellation is made less than 21 days before arrival.

3.2.5. In case of cancellation less than two weeks 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.

4. Changes in registration, transfer of the slot

4.1. Changes in the Participant's data submitted during registration for the Swim, the distance selected by the Participant, or the transfer of the slot to another person are possible according to 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; - for making these changes, a fee shall be charged: more than 30 days before the event - 500 rubles; from 30 to 14 days before the Swim - 1000 rubles; - the person to whom the slot is transferred shall be registered in usual manner in accordance with the requirements of the Regulations.

4.2. 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.

4.3. Cancellation of additionally purchased services while keeping the slot (when a registered Participant plans to participate, but wants to cancel additional purchased services) is performed according to the rules listed in section 3.

5. Reimbursement of the cost of an electronic chip

5.1 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 for the Swim registration, in a no-acceptance (unilateral) order. The cost of an electronic chip is 5000 (Five thousand) rubles.

6. Personal data of the Swim Participant and informed consent of the Swim Participant for data processing

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

6.2. When completing the registration web-form for the Event, the Participant of the swim provides the Organizer with the following information, which is the personal data of the Participant: surname, name, patronymic, gender, date of birth, contact information (telephone, e-mail, city), company, club, emergency contact phone.

6.3. 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.

6.4. Processing of the personal data of the swim Participant is carried out solely for the purpose of fulfilling the conditions of this agreement 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 Participant and to the Event.

6.5. The Registrar and 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 Registrar has the right to involve subcontractors and affiliates (the list of them is kept by the representatives of the Registrar and can be provided to the participant on demand) while ensuring acceptance by such subcontractors and affiliates of the relevant obligations regarding the confidentiality of personal data. 6.6. 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.

6.7. The consent to the processing of personal data may be revoked by the Participant via a written application in an arbitrary form addressed to the Organizer and sent to the address: welcome@x-waters.com.

7. Force Majeure Circumstances

7.1. 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.

7.2. 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.

8. Amendments to the agreement

8.1. The present agreement comes into force from the moment of payment of the registration fee by the Swim Participant. 8.2. The Organizer has the right to amend the terms of this agreement without prior notice to the Swim Participant. 8.3. If the time for the entry into force of the amendments to this agreement has not been specifically agreed, they commence from the time they are published on the official swim page on x-waters.com 8.4. The amendments to the agreement are not retroactive.

9. Settlement of disputes

9.1. All disputes and disagreements arising in the performance by the Parties of their obligations under this Agreement shall be resolved through negotiations, in a complaint 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.

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

10. Information about the Organizer of the Swim

OOO "Business-Kultura" Address: 603001, Nizhny Novgorod Region, Nizhny Novgorod,
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