

## **Standard contract**

to provide a range of services on organization and holding of the International OPEN Water Swim X-WATERS SAMARA 181 2021.

**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 OOO Energo Klining (hereinafter - the Organizer), with a set of services for the conduct of the Open Water Swim X-WATERS SAMARA 181 2021 (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 International Open Water X-WATERS SAMARA 181 2021 (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;
- 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 agreement is a public offer (in accordance with article 435 and part 2, 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

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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 swim participant has the right:**

3.1.1. To perform electronic registration for the Swim at any of the chosen participation options 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 and order of the Organizer. To refuse the Participant from the Swim, if the requirements of this standard contract or those of the Swim Regulations are not fulfilled.

3.2.2. 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 Unilaterally cancel the swim and / or move it to the next day in case of bad and unsafe to swim current conditions: bad weather, poor visibility, strong winds, high probability of exposure to environmental factors, poor physical condition of the Participant or other members of the group, lack of adequate amount of time, etc. It is decided by the Organizer guided by assessment of all of the above circumstances,

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the decision is binding upon the Participant. In this case the Organizer is exempt from liability for failure or improper fulfillment of their obligations under this standard contract.

3.2.4. Suspend the Participant from further participation in the event, if he considers that the health of the participant is deteriorating and further participation can be dangerous to life and health. It is decided by the Organizer, and the decision is binding upon the Participant. In this case, all obligations of the Organizer under this standard contract are considered to be performed in full and the fee paid by the Participant shall not be refunded.

### **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 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.

3.3.5. Provide to the Organizers truthful information about their health at the time of the event in the form of a certificate of admission to the swim.

3.3.6. During the entire event keep the policy of compulsory medical insurance and insurance for the duration of the event. In case the Participant fails to hold the policy of compulsory medical insurance and insurance, he shall pay all the medical care costs (including emergency and urgent help).

3.3.7. Immediately inform the Organizer about the deterioration of their health or health of other members of the group or injuries.

3.3.8. Not to perform any actions aimed at causing damage to health or property of the Organizer, the other members of the group or third parties.

3.3.9. Observe the Russian legislation on environmental protection, safety, sanitary norms and rules, and other regulations.

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

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3.4.1. Give the Swim Participant 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, INN, OGRN).

3.4.4. Provide services to support the distance. To fulfill the obligations under this standard contract, the organizer has the right to engage third parties.

3.4.5. With the sole purpose of ensuring the safety of participants or groups of participants - to unilaterally change the program of the event, given the current conditions (weather, the probability of exposure to environmental factors, wind speed, the physical condition of the group, availability of time, etc.). In this case, the change of the program will not be a failure to perform or improper performance by the organizer of his obligations under this standard contract.

### **3.5. Special conditions and participant guarantee:**

The participant acknowledges and recognizes that the event provided for in this standard contract has the nature of extreme event involving a long-term contact with nature, in this connection, it has associated risks and hazards, including, but not limited to:

- Meeting wild animals and possible consequences like injuries or other damage to health.
- The probability of an accident, damage to health or other adverse effects due to weather conditions or other insurmountable forces of nature (low water temperature, storm, etc.);
- The probability of adverse reactions to the water of the river Volga: nausea, headache, vomiting, weakness, poor digestive function.
- Other risks due to the extreme nature of the swim.
- The participant has been warned of mandatory insurance, medical certificate and additional tests for the admission to swim.

Participant guarantee:

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- The participant of the swim, in addition to knowing the event Regulations also possesses the necessary amount of knowledge about the legislation in the field of environmental protection, rules of conduct and safety in nature, list of necessary gear, equipment and food.
- The participant guarantees that he has health condition allowing to make long swims, stay in a tent camp and carry out heavy physical activities, including (but not limited to) no chronic diseases of cardiovascular and respiratory systems, diabetes, any forms of anemia, contraindications to the changing climate and weather conditions, eating habits, and other diseases and / or health conditions that require regular medical control or medical aid, as well as other medical limitations for the participation in the event.
- The participant guarantees that at the time of the standard contract acceptance he is not incapacitated, the acceptance of the standard contract was not committed under the influence of violence, fraud, threats; the participant does not suffer from any diseases that hinder the understanding of the terms of this standard contract, and there are no circumstances that force him to make acceptance of this standard contract.

#### **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](http://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.

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

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4.6. The cost of the registration fee increases with the number of participants, the current prices are indicated on the website x-waters.com.

4.7. The registration fee shall be transferred to the bank account of the company OOO "Biznes Kultura" who is the agent of the Organizer, acting on the basis of the contract concluded with the Organizer. OOO "Biznes Kultura" bank details are provided in paragraph 12.

## **5. Cancellation and Refund**

5.1. The registration fee is not refundable.

5.2. 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:

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

5.2.2 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);

5.2.3. Money paid for the T-shirt shall not be refunded, the participant will be provided with the T-shirt ordered by him.

5.2.4. Money paid for additional equipment rent 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 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.

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

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6.1. 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;

more than 30 days before the event - 500 rubles; from 30 to 14 days prior to the swim - 1000 rubles;

- the person to whom the slot is transferred, must be registered in the usual way 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. 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 member's personal account on the x-waters.com website and shall be governed by the rules set out in section 5 of this standard contract.

## **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, emergency contact phone.

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.

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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 OOO "Energo Klining" 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.

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

## **10. Force Majeure Circumstances**

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.

## **11. Change of contract**

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

11.2. The Organizer has the right to amend the terms of this agreement 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. The amendments to the agreement are not retroactive.

## **12. Settlement of disputes**

12.1. 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.

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

## **13. Bank details of the Organizer**

Business Culture Ltd.

Address: 603001, Nizhny Novgorod Region, Nizhny Novgorod, Rozhdestvenskaya str., 47a, 10

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Mail address: 603001, Nizhny Novgorod, Rozhdestvenskaya str., 11-13 / 7,  
office 116, DD Rozhdestvensky  
INN: 5260282927 / KPP: 526001001 / OGRN: 1105260009821  
Bank TOCHKA OF PAO BANK "FK OTKRYTIE" MOSCOW  
Current account 4070 2810 5145 0000 0422  
Correspondent account 3010 1810 8452 5000 0999  
BIC 044525999  
Phone: + 7-905-191-85-22  
Mail: [welcome@x-waters.com](mailto:welcome@x-waters.com)  
Web site : <https://x-waters.com>  
General Director under the Charter: Bazanova Olga Nikolaevna

OOO Energo Klining

INN 6319711987

KPP 631901001

Settlement account 40702810254400007218

Correspondent account 30101810200000000607 BIC 043601607

OGRN 1086319018818 OKPO 88558614 OKATO 36401386000

OKTMO 36701335000 OKOGU 210014

Mailing address: 443122 Samara Molodezhnaya 13/280

Legal Address: 443010 Samara Chapaevskaevskaya 187

Director Kartaev Nikolai Nikolaevich, on the basis of the Charter.

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