Public contract-offer

to provide a range of services for the organization and holding of the Fourth International Open Water Swim **X-WATERS Slovenia on September 11-12th, 2027.**

Carefully read the text of this public offer agreement. If you do not agree with any clause of this agreement, the Organizer offers you to refuse to use the services.

1. The subject of the offer agreement.

1.1. The subject of this offer agreement is to provide a person wishing to take part in a physical education event /swim (hereinafter referred to as a Participant) organized by d.o.o. SPORTHUB (hereinafter referred to as the Organizer) a set of services for conducting a physical training event (hereinafter referred to as the Swim) and participation of a Participant in it in accordance with the procedure and conditions provided for by this agreement and the Regulations on the conduct of the Swim, published on the swim page on the website https://x-waters.com (hereinafter referred to as the Position).

1.2. The complex of services for conducting the Swim and participating in it of the Swim Participant includes: services for electronic registration as a Swim Participant for a selected distance and assigning a slot in the personal account of the Swim Participant on the website https://x-waters.com . Payment for this service is a registration fee (hereinafter referred to as the registration fee).

1.3. A Participant who has completed electronic registration, paid the registration fee and received a slot is entitled to:

1.3.1. services for the formation and issuance of the Participant's Starter Package;

1.3.2. services for conducting the Swim and participation of the Swim Participant in it;

1.3.3. services for the organization of electronic measurement of the time spent by the Participant of the swimming distance;

1.3.4. providing the Participant with a swimming cap;

1.3.5. other organizational fees for providing additional services.

1.4. The Organizer is responsible for the quality of the services provided specified in clauses 1.2., 1.3.1. - 1.3.4. under this offer agreement. The Organizer is not responsible for the quality of additional services for which the Participant pays the organizational fees specified in clause 1.5. of this agreement..

1.5. Acceptance of payments for registration for the Swim through the website x-waters.com It is carried out by X-WATERS FZ-LLC (Aggregator) under an agreement with the Organizer d.o.o. SPORTHUB.

2. The moment of conclusion of the contract.

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

2.2. Acceptance of the Offer means full and unconditional acceptance by the Participant of the swim of all the terms of this agreement without any exceptions and /or restrictions and is equivalent to the conclusion of a written contract (Clause 3 of Article 434 of the Civil Code of the Russian Federation).

2.3. The performance by the Swim Participant of the actions for registration for the Swim and payment of the registration fee indicates full and unconditional acceptance (acceptance) A participant in the swim of the terms of this contract-offer and is equivalent to the conclusion of a written contract.

2.4. This offer agreement is considered to be the basic document in the official relationship between the Swim Participant and the Organizer. The swim participant guarantees that all the terms of this agreement are clear 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 to:

- carry out electronic registration for a Swim at any of the distances selected by him from among those available at the time of registration, in accordance with the Regulations posted on the Organizer's website x-waters.com ;
- 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), receive at the time set by the Organizer The starting package of the Participant and participate in the Swim.

3.2. The Organizer has the right to:

- require the Swim Participant to adhere to all the rules contained in this public offer agreement and in the Regulations on the swim. To refuse the Participant admission to the Swim, if the requirements of this public contract-offer or the Provisions on the swim are not fulfilled;
- without any compensation to the Participant or liability to make a photo and video recording of the Participant during the Swim, use photo, audio and / or video materials with the participation of the Swim Participant in promo, advertising and other publications in the printing industry, on radio, television, 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;
- The Organizer has the right to change or postpone the dates of the Event if it is impossible to hold it on the appointed dates. In case of postponement of the event, all agreements between the Parties are preserved and are valid for the new date of the Event.

3.3. The swim participant is obliged to:
- familiarize himself in detail with the terms of this public offer agreement, the Regulations on the swim on the official page of the Event on the Organizer's website x-waters.com and comply with all their provisions;
- in case of non-detection, not finding the relevant documents on the specified Organizer's website during an independent search, contact the Organizer and only after familiarization with these documents proceed to registration for the Event. The Organizer is not responsible for the actions of the Swim Participant made as a result of incorrect understanding by the swim Participant of the meaning of the text of these documents;
- read and accept the amount of the registration fee before paying it;
- to pay the registration fee in full using the payment methods provided for in this public offer agreement.

3.4. The Organizer is obliged, in case of fulfillment of all necessary requirements of the Regulations by the Participant of the Swim:
- to grant the Participant of the Swim the right to register electronically for the Swim at the distance chosen by him on the terms of the Regulations;
- grant the Swim Participant the right to receive services for the formation and issuance of the Participant's Starter Package on the days of the Participant's Starter Package and allow the Participant to participate in the Swim at the distance chosen by the Swim Participant;
- grant the Swim Participant the right to receive services for the Swim and the Swim Participant's participation in it;
- provide the Participant with a swimming cap;
- provide the Swim Participants with information about the Swim Organizer (company name, legal and actual address, INN, OGRN).

4. The order of calculations.

4.1. Payment of the registration fee entitles you to receive the range of services listed in clause 1.2. of this offer agreement.

4.2. In addition to the registration package of services from clause 1.2. The Participant has the right to pay other organizational fees and purchase additional services or goods from among those offered by the Organizer, both simultaneously with the payment of the registration fee, and separately.

4.3. The Swim Participant pays the registration fee and other organizational fees using bank cards of the Visa, MasterCard or MIR payment systems.

4.4. The cost of the registration fee for the Swim and the cost of additional services are determined by
By the organizer and are indicated on the website x-waters.com . The payment is subject to VAT. The Participant's bank may charge an additional fee for the transfer of funds - this fee is not included in the registration fee and is paid additionally.

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

4.6. The registration fee increases with the number of Participants. The current price is indicated on the website..

5. Cancellation of participation and refund.

5.1. The registration fee is non-refundable, as the electronic registration service is used as
The Participant of the Swim is considered to have been provided from the moment the slot is assigned on the website and the Participant is included in the start protocol for the selected Swim and distance.

5.2. If the Participant decides to refuse to participate in the Swim, the cost of other organizational contributions made by the Participant other than the Registration Fee may be partially refunded according to the following rules:
- any refunds are possible upon written request from the Participant to the official mail, received no later than one month before the Swim;

- the funds paid for the individual insurance buoy will be refunded in full, except for bank transfer fees, or the Participant will be provided with a buoy (at the Participant's choice);
- the funds paid for the insurance will be refunded in full, except for bank transfer fees, or the equivalent in the website currency will be credited to your personal account x-waters.com - X-Coins (hereinafter referred to as X-Coins);
- the funds paid for the T-shirt will not be refunded. The participant is provided with a T-shirt ordered by him on the spot and at the time of issuing the Starting packages and registration for the Swim. No T-shirts are issued after the Swim;
- the funds paid for the hotel room will be refunded, except for bank transfer fees according to the following rules:
  - 50% refund if the reservation is cancelled 90 days before the arrival date;
  - There is no refund for cancellations less than 90 days before the arrival date;
- in case of cancellation of participation less than a month before the Swim, no refunds are made, the Participant is given the opportunity to receive all the services and goods ordered by him during the Swim, along with the rest of the Participants.

6. Conditions for converting the registration fee to X-Coins (the internal currency of the site x-waters.com)**.**

6.1. The Participant can convert the non-refundable registration fee in his personal account into the currency of the website x-waters.com - X-Coins and use them in the future when paying any registration fee for the X-WATERS World Championship and other organizational fees.

6.2. The conversion of the registration fee into the currency of the website is carried out in accordance with the following conditions:

- the conversion is carried out in the internal currency of the site - X-Coins if the registration fee was paid in rubles and in Euro-Coins if the registration fee was paid in euros.;
- conversion to X-Coins is possible no later than 15 days before the Swim. If there are more than 7 days left before the Swim, the registration fee can still be transferred to the new Participant;
- when converting, a commission is charged depending on the period:
  - more than 6 months before the start — no commission is charged;
  - from 6 months to 60 days before the start date – 500 rubles (7 euros);
  - from 60 to 30 calendar days before the start date – 1,000 rubles (15 euros);
  - from 30 to 15 calendar days before the start date – 1500 rubles (23 euros).

6.3. Conversion to X-Coins in the personal account is possible only if the Participant has not purchased additional options (T-shirt, hotel, transfer, excursion, etc.) together with the slot, except for insurance. If a Participant has purchased a slot with additional options, it is necessary to write a letter to welcome@x-waters.com

6.4. To convert the value of the relay slot into X-Coins with, you need to write a letter to welcome@x-waters.com (the relay slot cannot be exchanged in your personal account).

7. Changes in registration, transfer of the slot.

7.1. The transfer of the slot to another Participant is possible according to the following rules:

- the transfer is made no later than 7 days before the swim;
- a fee is charged for the transfer of the slot:
  - more than 30 days before the start of the event - 500 rubles (7 euros);
  - from 30 to 7 days before the swim - 1000 rubles (15 euros).
- The participant to whom the slot is transferred must be registered on the website x-waters.com and have a personal account;
- if an unnamed T-shirt or other products with a size range were ordered together with the slot, then:
  - if the slot is transferred 30 days or more before the start, the new Participant receives a T-shirt with his size
  - if the transfer is less than 30 days in advance, a T-shirt or other products with a size range are not transferred.
- if a personalized T-shirt or other personalized products were ordered together with the slot, then:
  - when transferring the slot 30 days or more before the start, the new Participant receives a T-shirt with his name;
  - if the transfer is less than 30 days in advance, the T-shirt or other personalized products are not transferred.

7.2. Distance changes are possible according to the following rules:

- changing the distance is possible only if there are slots for the requested distance;
- the cost of re-registration:
  - more than 30 days before the start of the event - 500 rubles (7 euros);
  - from 30 to 7 days before the swim - 1000 rubles (15 euros).

- if the actual amount paid by the Participant is less than the cost of the slot with a new distance on the swim site, then the Participant will be charged the amount for re-registration plus an additional fee for the slot;
- if the actual amount paid by the Participant is greater than or equal to the cost of the new slot at the moment, then the Participant is charged only the amount for re-registration.

7.3 The transfer of additional services purchased together with the slot is carried out through the Participant's personal account on the website x-waters.com and it is possible only together with the slot. Not all services can be transferred. For more information, see the instructions inside your personal account. The transfer of the slot to another is carried out “as is”, that is, if a package of additional services has been purchased, the Slot is transferred along with the additionally purchased package of services.
7.4. Cancellation of additionally purchased services with the preservation of the slot (when the registered Participant plans to participate, but wants to cancel the additionally purchased services) is made via the official mail welcome@x-waters.com and is governed by the rules set out in section 5 of this public offer agreement.

8. Refund of the value of the non-returned electronic chip.
8.1. In order to electronically record the result of the Swim, the Participant, together with the starting package, receives from the Organizer a reusable electronic time measurement chip for temporary use. Immediately after the end of the swim, the Participant is obliged to return the electronic chip to the Organizer If 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 deduct the cost of the electronic chip from the Participant's bank card used by the Participant when registering for the Swim, in a non-acceptance (unilateral) order. The cost of an electronic chip is 10000 (ten thousand) rubles.

9. Personal data of the Swim Participant and informed consent of the Swim Participant for their processing.
9.1. The performance by the Swim Participant of actions to pay the registration fee automatically means the full and unconditional acceptance (acceptance) by the swim Participant of the terms of the public contract- offer, including consent to the processing of their personal data by the Organizer.
9.2. When filling out the registration web-form for the Event, the Swim Participant provides the Organizer with the following information, which is the personal data of the Swim Participant: surname, first name, patronymic, gender, date of birth, contact information (phone, email, city), company, club, phone of a relative to whom you can contact in case of an accident with a Participant.
9.3. The processing of personal data means: collection, systematization, accumulation, clarification, updating, modification, use, distribution, transfer, including cross-border, depersonalization, blocking, destruction, storage, and any other actions (operations) with personal data. The processing of personal data of the Swim Participant can be carried out with the help of automation tools and / or without the use of automation tools in accordance with the current legislation of the Russian Federation.
9.4. The processing of personal data of the Swim Participant is carried out solely for the purpose of fulfilling the terms of this public offer agreement and the Regulations on the swim, including for registration of the Swim Participant for the Event, formation of start and finish protocols, sending e-mail messages and SMS notifications to the Swim Participant containing information about the Event and any other information, concerning the Participant of the swim and related to the Event.
9.5. The Organizer takes the necessary legal, organizational and technical measures or ensures their adoption to protect personal data from unlawful or accidental access to them, destruction, modification, blocking, copying, provision, dissemination of personal data, as well as from other unlawful actions with respect to personal data, and also undertakes to maintain confidentiality personal data of the swim Participants. The Organizer has the right to involve subcontractors for the processing of personal data of Swim Participants, and also has the right to transfer personal data for processing to its affiliates (the list of persons is kept by the Organizer's representatives and can be provided to the Participant upon request), while ensuring that such subcontractors and affiliates accept the corresponding obligations regarding the confidentiality of personal data.
9.6. The date of consent to the processing of personal data of the Swim Participant is the date when the Swim Participant performs actions to pay the registration fee. The consent is valid for 20 (twenty) years from the date of transfer of personal data.
9.7. Consent to the processing of personal data may be revoked by a Swim Participant on the basis of a written application in any form addressed to the Organizer and sent to him at: x-waters.com .

10. Responsibility of the parties.

10.1. In case of non-fulfillment or improper fulfillment of their obligations under this agreement, the Parties are liable in accordance with the legislation of the Russian Federation.
10.2. The Organizer is not responsible for the ignorance or non-compliance of the Swim Participant with the requirements and rules established by the Organizer.
10.3. The Organizer is not responsible for any losses and moral damage incurred by the Swim Participant as a result of non-reading, misunderstanding, misunderstanding or improper fulfillment of the terms of this agreement and the relevant Regulations on the Swim.
10.4. The Organizer is not responsible for damage caused by related circumstances or damage caused to the Participant and/or his property during the Swim due to the fault of the Participant, other Participants or third parties. The Participant is responsible for the improper fulfillment of the terms of the Regulations.
10.5. The swimmer does not object to the possible provision of first aid to him.

11. Circumstances of force majeure.
11.1. The Parties are released from liability for full or partial non-fulfillment of their obligations under this Agreement, if such non-fulfillment was the result of force majeure circumstances. In case of force majeure and cancellation of the start, registration fees will not be refunded.
11.2. Force majeure circumstances, in particular, include: natural disasters, adverse weather conditions, military actions, national crisis, strikes in an industry or region, actions and decisions of state authorities, outbreaks of diseases, epidemics and pandemics, quarantine, emergency and other restrictive measures imposed on the territory of the Event, or obstructing access to the territory of the Event for a significant number of Participants or Organizers, decisions of the authorities, regulatory and regulatory bodies that make it impossible, or significantly affecting the format of sports and mass events, failures occurring in telecommunications and energy networks, the action of malicious programs, as well as unscrupulous actions of third parties, expressed in actions aimed at unauthorized access and/or disabling the software and/or hardware complex (payment systems, etc.) of each of the Parties

12. Contract modification.
12.1. This agreement comes into force from the moment of payment of the registration fee by the Swim Participant.
12.2. The Organizer has the right to change the terms of this agreement without prior notification of the Swim Participants.
12.3. If the time of entry into force of the amendments to this agreement is not specifically stipulated, they begin their effect from the moment they are published on the official page of the swim on the website x-waters.com .
12.4. Changes in the agreement are not retroactive.

13. Dispute resolution.
13.1. All disputes and disagreements arising when the Parties fulfill their obligations under this Agreement are resolved through negotiations, in a claim-based manner. If it is impossible to eliminate them, the Parties have the right to apply for judicial protection of their interests to the court at the location of the Organizer.
13.2. Applicable law - the law of the Russian Federation.

Details of the Organizer:

SPORTHUB, ŠPORTNO IZOBRAŽEVANJE, TRGOVINA, OBLIKOVANJE IN DRUGE STORITVE, D.O.O.
Davčna številka: 31055222
Matična številka: 9180354000 Celjska cesta 9, Laško, 3270
Beneficiary: SPORTHUB d.o.o.
IBAN: LT70 3250 0006 9419 2307
BIC: REVOLT21
Intermediary BIC: CHASDEFX
Beneficiary address: Celjska cesta 009, 3270, Laško, Slovenia
Bank / Payment institution: Revolut Bank UAB Bank / Payment institution address: Konstituci- jos ave. 21B, 8130 Vilnius, Lithuania
General Director Litvinchuk Vladislav

Details of the Aggregator:

X-WATERS FZ-LLC Bank Details Euro
Account Holder : X WATERS FZ-LLC
IBAN : AE970860000009855997410
BIC/SWIFT : WIOBAEADXXX
Business address : CO-WORKING, FOB51419, Compass Building, Al Shohada Road, AL Hamra Industrial Zone-FZ, Ras Al Khaimah, United Arab Emirates