# OFFER FOR HOSTING THE EVENT

of the National Association of Cycling Amateurs and Veterans dated may 27, 2018

Hereby UNIKS Limited Liability Company (OGRN 1147746572687, INN 7713788958) hereinafter referred to as "the Organizer" declares that it will consider itself to have concluded an agreement on the terms hereof with any individual who has reached the age of eighteen (hereinafter referred to as "the Participant") and accepted the Offer on the Organizer's website at <a href="https://www.cyclingrace.ru">www.cyclingrace.ru</a>.

Acceptance of the Offer in accordance with Article 433 of the Civil Code of the Russian Federation shall confirm conclusion of an agreement for taking part in the race between the Organizer and the Participant, or an authorized representative of the Participant in accordance with which the Organizer shall undertake to ensure hosting of the race on terms and conditions specified in the Regulations, and the Participant shall undertake to pay the participation fee, as well as to fulfill other obligations set forth in this Offer and its annexes.

## 1. TERMS AND DEFINITIONS

1.1. Unless otherwise is specified this Offer, the following terms shall be used and applied in the following meaning:

Website is the Organizer's website with an address of www.cyclingrace.ru.

Offer (hereinafter referred to as "the Offer") is this document published on the Website, addressed to an unlimited and indefinite group of persons, containing an offer to participate in the Event specified in the Regulations.

Regulations of the "Garden Ring" Amateur Race (hereinafter referred to as "the Regulations") is a document published on <a href="www.cyclingrace.ru">www.cyclingrace.ru</a> Website which contains the description of the racing procedure, basic requirements for participants, the cost of participation in the race (fee), as well as other terms and conditions and further information about the race. The Regulations of the race are an integral part of the Offer.

Amateur race (hereinafter referred to as "the Race", "the Event") is a sporting event which is an organized bicycle race with an individual determination of the time for passing the track (timing). The length of the route, the trail, as well as other terms and conditions and further information about the Event are specified in the Regulations.

*Participants* are individuals who reached the age of nineteen (age categories are determined by the difference between the year of the competition and the year of birth of each participant) who have fully and unconditionally accepted the conditions of the Offer on the Website and paid the Race participation fee.

## 2. SUBJECT OF THE OFFER

- 2.1. The Organizer (or third parties authorized to organize and host the Event in accordance with the respective contract) shall undertake to provide each individual to have accepted the Offer the following Services:
  - Preparation of the Event's program;
  - Hosting the Event;
  - Consultative support before and during the Event;
  - Full organizational support of the Event;
  - Provision of information in regards to the Event's program.
- 2.2. Terms and conditions, the time frame (date), duration, participation fee and venue of the Event shall be specified in the Regulations, and the Participant shall independently and in advance receive and check up-to-date information on the Website.
- 2.3. Conclusion hereof by the Participant shall be carried out by means of the following consecutive actions:
- 2.3.1. Filling out the registration form for the Event on the Website. After that, the Participant shall receive an informational letter on the e-mail specified at registration with necessary information for creating a personal account on the Website.
- 2.3.2. In the personal account, the Participant can pay the Event participation fee (by pressing the "Pay" button the Participant agrees with the terms and conditions hereof).
- 2.4. If a third party pays for one or more participants, in particular, when payment is made by a legal entity, they shall contact the Organizer directly for the conclusion of the respective hardcopy of the agreement or an invoice contract.
- 2.5. The Event participation fee shall be specified in the Regulations and on the Website, the Participant can also obtain this information by calling +7 (916) 037-37-90.
- 2.6. The Organizer shall reserve their right to hold promotional activities, distribute promotional codes, provide discounts and unilaterally change the cost of participation for unregistered persons and those who have not made any payment. This information shall be made public on the Website or sent by e-mail to all registered participants or to a group of persons as defined by the Participant.
- 2.7. This agreement shall be deemed concluded and come into force upon paying the fee by the Participant. The fee shall be paid in the form of a 100% advance payment. The date of fulfillment of payment obligations by the Participant shall be the day when funds are received to the Organizer's account.

# 3. TERMS AND CONDITIONA FOR PARTICIPATING IN THE EVENT

- 3.1.To take part in the Race, the Participant shall fill in the registration form published on the Website.
- 3.2. For signing in, the Participant shall provide the following data:
  - Full name;
  - Date of birth;
  - e-mail address;
  - mobile phone number.
- 3.3. The Participant shall pay the participation fee in the amount specified by the Organizer in the form of a 100% (One hundred percent) advance payment.
- 3.4. Payment can be made via one of the following ways:
  - electronic funds transfer;
  - payment terminals or online banking.

In case the payment is made with a bank card, the Participant is advised to use a card issued in the name of the Participant. In the case of a refund, the return is made to the same bank account from which the payment was made, and on the basis of a personal application of an individual to whose name the bank card was issued. Payment shall not be accepted if the Participant breaches payment terms set forth herein and in the law of the Russian Federation.

- 3.5. The return of funds transferred to the Organizer by the Participant shall be possible on the basis of a written request featuring the refusal of the Participant to take part in the Race and their application for a fee refund not later than 30 (thirty) calendar days prior the Race. In case of non-compliance with this condition, the fee shall not be deemed refundable.
- 3.6. By filling in the registration form on the Website and pressing the "Pay" button, the Participant shall agree to the transfer their personal data to the Organizer, and also give their consent for data collecting, organizing, accumulating, storing, correcting (updating, modifying), using, distributing, including transferring, depersonalization, blocking, deleting of the Participant's personal data by the Organizer.

Personal data of the Participant is confidential and shall not be subject to disclosure or provision to any third parties, as well as unauthorized use, unless otherwise is set forth in this Offer or in the law of the Russian Federation.

- 3.7. The Organizer shall use the Participant's personal data for:
  - Registering the Participant on the Website and for the Race;
  - Distributing all necessary information in connection with the Race;
  - Receiving personalized advertising by the Participant;
  - Fulfilling their obligations towards the Participant.
- 3.8. The consent shall be valid within 3 (three) years or can be terminated upon a written request the content of which is set forth in Part 3 of Article 14 of the Federal Law No. 152-FZ "On Personal Data" dated July 27, 2006.
- 3.9. The Organizer shall be entitled to transfer relevant personal data of the Participant in connection with the Event to mass-media, road services and other public or local authorities, as well as to their partners for advertising distribution.
- 3.10. The Participant shall agree that after signing in onto the Website, the Organizer will send mails and messages to the Participant's email address.
- 3.11. The Participant shall be entitled to use materials received during the Event (including intellectual activity results exclusive rights to which belong to the Organizer) only for personal purposes and within the frames of Article 1273 of the Civil Code of the Russian Federation.

## 4. RIGHTS AND OBLIGATIONS OF THE ORGANIZER

- 4.1. The Organizer shall undertake to:
  - Fulfill all terms and conditions of the Offer and the Regulations, requirements of the law of the Russian Federation and its constituents, as well as any by-laws.
- 4.2. Provide necessary information for registration and participation in the Race. This information shall be posted on the Website.
- 4.3. Provide consultative support in connection with the provided Services, registration rules and procedures by phone +7 (916) 037-37-90 or e-mail at info@cyclingrace.ru.
- 4.4. Notify the Participant not later than 23 hours 59 minutes Moscow time on the day preceding the Event by sending the appropriate letter to the contact e-mail or calling the Participant at the specified contact phone number in case of changing of any conditions of the Race, such as the date and / or venue. Notifications of changing other conditions shall be also posted on the Website.

- 4.5. Obligations of the Organizer hereunder shall be valid within the term of the Race as established in the Regulations.
- 4.6. The Organizer shall be entitled to take photo and video during the Event and use photo and video shooting results at their own discretion. The Organizer shall have an exclusive copyright, as well as adjacent copyrights to these materials. The use of the materials received during the photo and video shooting shall be possible only upon the written consent of the Organizer.
- 4.7. The Parties shall agree that the Organizer is entitled to change the cost of the Services, the date and time of the Event, as well as other terms and conditions of the Event and this Offer. The Organizer shall notify the Participant about the specified changes by posting respective information on the Website. The Participant shall read and understand the specified changes themselves.
- 4.8. The Organizer shall be entitled to introduce any changes to this Offer, but such changes shall be published and communicated to the public by means of posting on the Website. The use of the Organizer's services by the Participant after introducing changes to the text hereof shall mean acceptance of the Offer inclusive of all changes made.

# 5. RIGHTS AND OBLIGATIONS OF THE PARTICIPANT

- 5.1. The Participant shall undertake to:
  - Fulfill all terms and conditions of the Offer and the Regulations, requirements of the law of the Russian Federation and its constituents, any by-laws, as well as execute all the legal requirements of the Organizer brought to the Participant's attention in any available form.
- 5.2. Get familiar with the date, time, cost, terms and conditions of the Race before the registration, as well as with changes in these terms and conditions, with up-to-date version of the Offer and the Regulations in an independent and timely manner at each visit to the Website, following the acceptance hereof.
- 5.3. Register on the Organizer's Website in accordance with the time and the procedure set forth on the Website and in the Regulations and pay for participation in line with terms and the effective cost at the time of payment.
  - Effective terms and costs, as well as information about available promotions (special offers) shall be posted on the Website and / or sent to a group of specific people by e-mail.
- 5.4. Notify the Organizer in writing about the refusal to take part in the Race not less than 30 (thirty) calendar days prior to the Race by sending a letter to the postal address specified in Clause 7 hereof. Provided however that the thirty-day period starts upon the actual receipt of such letter by the Organizer.
- 5.5. The Participant realizes and confirms that funds received by the Organizer shall be used for preparing for the Race, purchasing necessary equipment, materials, on-route maintenance, track preparation and marking, maintenance staff payment, sports merchandise manufacturing, and other expenses. In case the Participant files the request for a refund and refuse to take part in the Event violating the period specified in Clause 5.4. hereof, the Organizer shall be entitled to deny the Participant's request for a refund, including circumstances when the Participant was not able to take part in the Race though no will of their own.
- 5.6. Provide the effective e-mail address and contact phone number when signing in onto the Website. This information shall be used as a feedback channel. In the case the Participant provides an invalid email address or contact phone number, as well as other inaccurate personal data, the Organizer shall not guarantee and be held liable for failure to fulfill obligations in full.
- 5.7. Promptly notify the Organizer about the change in their contact information in writing to their contact e-mail.
- 5.8. Come to the Event in advance for a timely registration. Late comers shall be not allowed to participate in the Race. Paid fees shall not be refunded.

- 5.9. Comply with all the Race rules as specified in this Offer and the Regulations, on the Website, announced by speakers during the Event and otherwise became known to the Participant. In case the Participant breaches the rules of the Event, the Organizer shall not be held liable for the quality of provided Services.
- 5.10. Keep the order and procedure both when registering for the Race, and in the process of participation, not create inconveniences for other Participants by their actions, and not to interfere with the Event. If the Participant violates the conditions of this clause, the Organizer shall reserve the right to disqualify the Participant from the Race or to suspend the Participant from the Event site.
- 5.11. For the sake of registration to the Race to carry any of the following documents:

  Passport or other legally recognized ID, a statement of good health, incident and third-party liability insurance. In case the Participant fails to provide one of the above documents, the Organizer shall be entitled to deny their participation in the Event without a refund.
- 5.12. By accepting this Offer, the Participant shall confirm they do not have any diseases, predispositions to them, or medical contra-indications preventing participation or making it difficult to take part in the Race, and their physical and psycho-emotional is sufficient to complete the Race.
- 5.13. By accepting this Offer, the Participant shall confirm that they understand and agree that participation in the Race is directly connected with a potential:
- Risk of injury, including (without limitation) severe injuries of legs and other parts of the body, which, in their turn, can cause partial or total loss of labor capacity;
- General damage of health and the Participant's well-being;
- No reasonable observation over the Participants, as well as trainings or protective equipment can exclude all risks and hazards;
- Risks and hazards during the preparation and participation in the Race may cause not only serious injuries, but also a significant damage to the Participant's physical and social capabilities;
- Taking into account the danger of participation in the Race, the Participants realizes the importance of complying the Regulations, the Organizer's health and safety instructions and other rules, and agrees to follow them;
- The Participant shall assume all risks associated with participation in the Race and release the
  Organizer, their employees and representatives from any liability, and filing of all (any) claims
  for all (any) reasons with regards to payment terms, legal or other claims which can arise in
  connection with participation in the Race;
- The Organizer notified, warned and cautioned the Participant about potential severe injuries, paralysis or fatal outcome during participation in the Race;
- By paying the fee, the Participant shall agree to participate in the Race and accept all terms and conditions set forth in this Offer and the Regulations.
- 5.14. The Participant shall be aware that the Race is a sporting, entertaining, cultural event not aimed at generating profit by the Participant, is of non-commercial nature and cannot serve for the purpose of profit-making.
- 5.15. The Participant shall be entitled to demand from the Organizer compliance with the terms and conditions hereof.
- 5.16. Notify the Organizer in writing about the refusal to take part in the Race not less than 30 (thirty) calendar days prior to the Race by sending a letter to the postal address specified in Clause 7 of this Offer. Provided however that the thirty-day period starts upon the actual receipt of such letter by the Organizer.

## 6. LIABILITIES OF THE PARTIES

- 6.1.In case of improper performance or failure to perform their obligations hereunder, the Parties shall be held liable in accordance with the law of the Russian Federation subject to terms and conditions hereof.
- 6.2. The Organizer shall not be held liable in case of improper performance of the Services in case such performance was caused by inaccuracy, insufficiency or delay in the information provision by the Participant, as well as due to other violations of terms and conditions hereof by the Participant.
- 6.3. The Organizer shall be not held liable if the provided Services do not meet expectations of the Participant and / or their subjective assessment. Such a discrepancy in expectations and / or a negative subjective assessment shall not be considered a failure to provide quality Services in the approved scope.
- 6.4. The Organizer shall not be held liable for full or partial failure to fulfill their obligations set forth herein if such failure was caused by circumstances beyond reasonable control of the Parties arising after the conclusion hereof, as a result of events of an extraordinary nature that the Parties could neither foresee nor prevent by reasonable measures (force majeure).
- 6.5. The Participant shall undertake to provide verifiable information when signing up for the Event on the Website. The Organizer shall be entitled to deny participation in the Race for participants who are not on the list. The final list of participants shall be generated by the Organizer 2 (two) working days prior to the Race.
- 6.6. In case the Participant does not attend the Race for reasons beyond the control of the Organizer without notifying the Organizer about their decision of refusing to participate in the Race or did so within less than 30 (thirty) calendar days prior to the Race, the Service shall be deemed duly rendered and the fee shall be not refundable. The Participant shall agree that the fee amount shall serve as the established penalty subject to payment if the Participant fails to fulfill their obligations of notifying the Organizer.
- 6.7. The Organizer shall not be held liable for the health and safety of the Participant, as well as safekeeping of their property. The Participant shall understand and confirm that the Race is an activity associated with significant physical loads and health risks, including various objective and subjective circumstances (weather conditions, the general health state of the participant, chronic diseases and respective predispositions, physical state of the Participant and similar racing experience, the quality of the Participant's sports equipment, etc.), beyond the Organizer's control.
- 6.8. The Organizer under no circumstances shall be held liable for any actions or inactions of the Participants or third parties following the acceptance of the Offer and shall not indemnify for any indirect losses or lost profit of the Participant or third parties, regardless of whether the Organizer could foresee the possibility of such damages or not.

# 7. ADDRESS AND BANK DETAILS OF THE ORGANIZER

**UNIKS LLC** 

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e-mail: info@cycligrace.ru

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INN: 7713788958

KPP: 771301001

Settlement account: 40702810338000006812

In Sberbank PJSC, Moscow Bank.

Cross-functional supplementary office No. 9038/1637.

Correspondent account 30101810400000000225

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