

Public Offer Agreement

1. Applicable Regulations

Civil Code of the Russian Federation (hereinafter — RF CC). Extracts. Clause 435. Offer.

1. An offer is a reasonably defined proposal addressed to one or several individuals (offerees) and stating willingness of the offerer to consider the agreement between the offerer and the offeree made upon offeree's acceptance of the proposal. An offer contains essential terms of such agreement.

2. An offer shall bind an offerer of the moment of such offer receipt by an individual it is addressed to. Should a notice of offer withdrawal be received simultaneously with receipt of the offer or earlier, such offer shall be not be considered received.

Clause 437. Request for offers. Public Offer.

1. Advertisement and other proposals addressed to general public shall be considered as a request for offers unless otherwise expressly stated in the proposal.

2. A proposal containing all essential terms and conditions of an agreement stating, as it appears from its content, the intention of the individual making the proposal to enter into the agreement with any individual willing to accept it on conditions provided in the proposal shall be considered an offer (public offer).

2. General Provisions

2.1. The present document represents a Public Offer Agreement with physical entities (the Offer) made by private entrepreneur Tatyana S. Frolova, TIN 701742506067), (the Organizer) and contains all essential conditions of services that constitute the subject of the present Agreement.

2.2. In compliance with item 2 Clause 437 RF CC, should a physical entity accepting the Offer thereby accept the conditions and payment terms stipulated herein, such physical entity shall become the Participant (according to item 3 of Clause 438 RF CC, acceptance of an offer constitutes entering into agreement with the offerer on conditions stipulated in such Offer) and the Organizer and the Participant together shall become the parties to the Public Offer Agreement.

2.3. In view of the aforesaid please read the text of the present Agreement carefully. Should you disagree with any of the provisions of the present Agreement the Organizer suggests that you refrain from using the offered services.

2.4. By entering into the present Agreement, the Participant confirms that he or she has read, understood all rules included into the present Agreement and agreed with them and that he or she accepts the rules in full and without reserve.

2.5. The Organizer shall be responsible for compliance of the present document content with Russian Federation laws in effect as well as with actual circumstances.

3. Subject of Agreement

3.1. The subject of the present Agreement shall be provision of the service of marathon organization and holding pursuant to the terms and procedures stipulated in the present Agreement to a person willing to take part in Tomsk Marathon "Yarche!", arranged by the Organizer (hereinafter — the Event) including, but not limited to, the service of Participant registration. The Participant shall be entitled to purchase associated goods and services (additional options) in the process of registration through a personal account on Marathon website <https://tomskmarathon.ru> (the Personal Account).

3.2. Place of the Event: Novosobornya Square, City of Tomsk 3.3. Date of the Event: June 9, 2019.

3.4. Rules of online registration for the Event through the Participant's personal account.

3.4.1. Participant registration shall be considered successfully completed upon registration fee payment (hereinafter — he participation fee or the entry fee). Participant registration shall be cancelled automatically should the Participant fail to pay the registration fee within 5 calendar days.

3.4.2. Should the Participant's withdraw from the Event on some reason, the participation fee shall not be refunded.

3.4.3. Should the Participant fail to be admitted to the Event on some reason the participation fee shall not be refunded.

3.4.4. Should the Participant withdraw from the Event on reasons stated in items 3.4.3. and 3.4.2., such Participant shall have a right to pick up a runner kit with a bib number and electronic timing system chip excluded. Should the Participant register for the Event but withdraw from it later, such Participant can receive his/her runner kit without a bib number and electronic timing system chip:

- on the day of the Event after completion of all races in the zone of runner kits issue (personal ID required) or;
- within 22 working days after completion of the Event at 21 Krylov Street, Tomsk, between 11 am and 5 pm Tomsk time (personal ID required).

3.4.5. The Participant registered for the Event shall not be entitled to delegate (transfer) his or her right to participate in the Event to another individual.

3.4.5.1. Item 3.4.5. shall extend to corporate Participants, that is, to a legal entity's (private entrepreneurs') team members.

3.4.6. Participant re-registration to another event, that is, offset of the registration fee paid by the Participant against some other event registration fee shall not be allowed. 3.4.6.1. Item 3.4.6. shall extend to corporate Participants, that is, to a legal entity's (private entrepreneurs') team members.

3.4.7. It shall be allowed to re-register the Participant for another race of the Event, that is, to offset registration fee paid by the Participant against another race registration fee should all of the following conditions be satisfied:

- any re-registration shall be made not later than 14 calendar days before the Event;
- participants number limit shall be observed.

Should the Participant wish to re-register, he or she shall e-mail the Organizer at info@tomskmarathon.ru Re-registration requests acceptance and processing shall be performed as provided herein in paragraphs 3, 4 of item 3.4.2. 3.4.7.1. Item 3.4.7. shall extend to corporate Participants, that is, to a legal entity's (private entrepreneurs') team members.

3.4.8. Should the Participant re-register for an event or a race with lower registration payment, the difference shall not be refunded.

3.4.9. Should the Participant re-register for the event or a race with higher registration payment, the difference shall be paid by the Participant.

Payment of the balance shall be made according to prices effective on the day of re-registration.

Should the Participant fail to make a full payment, his or her registration shall be cancelled.

3.5. Should the Event be cancelled due to emergency, unforeseen and unavoidable circumstances that could not be reasonably expected or avoided or surmounted and on reasons beyond Organizer's control, registration payments shall not be refunded. Such circumstances shall include, in particular, natural disasters (earthquake, flood, hurricane); wind gusts of over 15 meters per second (inclusive); ambient temperature of lower than 25 or higher than 30 degrees Centigrade (inclusive); other circumstances and phenomena that Chief Directorate of the MES of Russia for the territorial entity of the RF classify as an emergency and issue a warning against; fire; epidemics; strikes; hostilities; terrorist attacks; sabotage; transportation constraints; governmental bans; trade bans including bans on trade with particular countries due to international sanctions; acts of local and state authorities as well as their actions and failure to act; other circumstances beyond the reasonable control of the Organizer.

Should the above circumstances arise or threat to arise thus leading to Event cancellation, the Participant shall be notified by a text message or an e-mail sent at the address provided on registration.

4. Participation Conditions

4.1. Marathon races shall be as follows:

- 42.195 km marathon
- 21.1 km half-marathon
- non-competitive 5 km fun race

- 21.1 km relay for 3 runners: 5 km + 7 km + 9 km
- 42.195 km relay for 4 runners: 7 km + 14 km + 12 km + 9 km

4.2. Event program and start time shall be published on Marathon website <https://tomskmarathon.ru>

4.3. Races time limits shall be as follows:

- 42.195 km marathon + relay – 6 hours.
- 21.1 km half-marathon – 3 hours.

4.4. Should the Participant fail to take part in the Event, to finish a race or to finish within the time limit, his or her participation fee shall not be refunded.

4.5. Participation in only one of the Marathon races shall be allowed.

4.6. The Participant shall cover the full distance in person and shall personally bear the risk associated with participation in the Event. The Participant shall assess his or her own fitness level and select a race accordingly.

4.7. The Participant younger than 18 shall be admitted to the event only when escorted by his/her legal guardian or a team leader.

For an underage Participant (younger than 18) to be admitted to the Event, his/her legal guardian shall provide a document confirming his/her authority as a legal guardian in addition to the documents provided in item 4.10 herein. The confirming documents shall be:

- RF passport, certifying a parent identity and containing a note of Civil Status Registration Office on birth registration;
- RF passport, certifying a parent identity and a birth certificate should a note of Civil Status Registration Office on birth registration be missing in the passport;
- Guardian Certificate together with a guardian ID;
- other documents confirming the authority of underage Participant's legal guardian.

4.8. Admission to the full marathon (or 42.195 km relay) race shall be granted to athletes older than 18. Admission to the half marathon (or 21.1 km relay) race shall be granted to athletes older than 16.

Admission to the non-competitive 5 km fun race (race name) shall be granted to athletes older than 12.

4.9. Participant's age shall be determined as on the date of the Event.

4.10. To be admitted to the Event and to pick up his/her runner kit the Participant shall show the following:

- a document confirming Participant's identity and age;
- the original (or a copy, should the original also be produced) medical certificate sealed and stamped by a healthcare organization (printed on medical company letterheaded paper) signed and sealed by a physician, stating that the Participant have no contraindications that would prevent him/her from participation in running/athletics competitions — issued less than 6 months prior to the race.

The medical certificate shall not be returned to the Participant.

4.11. The Organizer shall be entitled to refuse to issue a runner kit to the Participant should the details provided by the Participant on registration differ from the details in the provided documents.

4.12. The Participant shall be obliged to take care of his/her own health and attend medical examinations to establish absence of contraindications to continuous exercise.

The Participant hereby confirms that he/she has had regular medical check-ups and that he/she is physically fit for participation in the Event and has no contradictions to it.

By accepting the terms of the present Agreement, the Participant guarantees his/her physical fitness and absence of any medical constraints or other health exclusions that can make participation in the Event dangerous for the Participant or limit such participation and guarantees that his/her health status allows him/her to take part in the Event.

The Participant hereby confirms that, should it be necessary, he/she agrees to first medical aid delivery to him/her.

4.13. The Organizer of the Event shall not be liable for Participant's physical injuries and loss of or damage to any sports equipment or other property of the Participant as well as any loss or non-

pecuniary damage incurred by the Participant due to misunderstanding of the terms of participation in the Event before, through or after the Event.

4.14. The Organizer and the jury shall be entitled to disqualify the Participant should he/she fail to follow the Rules of the Event, disturb other participants or otherwise hinder the Event, including:

- running under registered number of another athlete;
- taking a short cut;
- running of a distance the Participant was not registered for;
- using some means of conveyance (bicycle, scooter, automotive equipment etc.);
- starting before the official start;
- starting after closure of the start area;
- finishing after closure of the finish area;
- starting from anywhere but the start area;
- failure to provide a medical certificate of no contradictions to participation in the Event;
- running without a bib number or wearing it the way it is hidden under the clothes.

5. Photo and video recording Personal data

5.1. The Organizer perform photo and video recording of the Event.

The Participant of the Event hereby agrees to using of names, portraits, photos or other audio, video and photo materials created during the Event, provided by the Participant or obtained from public sources for the purpose of advertisement or for other purposes considering the limitations provided in regulatory documents — without limitations of use and terms of use of such materials. The Organizer shall be entitled to edit the above-mentioned materials and transfer them to third parties. The Participant shall not be entitled to claim any kind of compensation by the Organizer.

5.2. The Participant shall be obliged to provide full and true personal data. The Organizer guarantee to keep provided personal data confidential and not to disclose provided personal data to a third party.

5.3. The Participant agrees to receive short text messages (SMS) or e-mails containing Event updates and other information pertinent to the Participant and connected with the Event.

5.4. In compliance with Part 1 of Clause 9 of Russian Federal Law on Personal Data (No. 152-FZ), implemented on July 27, 2006, by filling in the registration form and entering into the present Agreement the Participant consents to his/her personal data processing by the Organizer.

Personal data processing shall imply any automated or non-automated action (operation) or a combination of actions (operations) taken to handle personal data including collection, recording, systematization, accumulation, storage, update (change), retrieval, use, transfer (distribution, provision, granting of access), anonymization, blocking, deletion and destruction.

Participant personal data processing shall be performed for the sole purpose of Participant registration for the Event and further communication of short text messages (SMS) or e-mails containing Event updates and other information pertinent to the Participant and connected with the Event. The date of consent to Participant personal data processing shall be the date of data transfer to the Organizer from personal account of the Participant through the registration form. The consent shall be effective for 10 (ten) years of the moment of personal data transfer.

The Participant can withdraw the consent by sending a written notice of withdrawal of personal data processing consent drafted in arbitrary form at Organizer's e-mail address info@tomskmarathon.ru

6. The Organizer's and Operator's Details

The Organizer:

Tatyana Frolova

Private Entrepreneur

OGRIP (registered company number) 316703100084855

IIN (taxpayer identification number)

701742506067

Address: 10a Vavilova Street, Tomsk

Phone: +79234381111

E-mail: info@tomskmarathon.ru