

Contract offer to participate in Volgaswim 2017  
open water swim competition.  
July 15th, 2017



**Please read carefully the text of a public contract offer. If you disagree with any of the points of the contract the Organizer offers you to refuse participation in the event.**

1.1. LLC Business-Culture (ООО "Бизнес-Культура") (hereinafter - Organizer) provides subject of this contract offer is to provide a person who wishes to take part in the race «VolgaSwim» (hereinafter - Participant), organized by the "Business-Culture" (hereinafter - Organizer) and held in Nizhny Novgorod on the River Volga, a complex for the services Community participation in it of the Participant in the manner and on the terms provided in this contract and the Regulations swim.

1.2. The range of services for the participation in it Volgaswim 2017 event includes:

- electronic registration for the event
- electronic timing
- Swim cap
- Finisher medal
- Safety on water
- a package of additional services if the participant selected them

1.3. Responsibility for the quality of the services provided under this contract is assigned to the Organizer.

## **2. Acceptance of the contract**

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

2.2. By proceeding the payment for the registration the participant fully and unconditional accepting the terms and conditions and the contract offer without any exceptions and/or limitations and is equivalent to the written agreement (p. 3 of Art. 434 of the Civil Code of Russian Federation).

2.3. This contract is considered to be the basic document in the official relationship between the Participant and the Organizer of the event. Member of the swim ensures that all terms of this agreement are clear to him, and he accepts them unconditionally and fully.

## **3. The rights and liabilities of the parties.**

### **3.1. Participant of the event has the right to:**

3.1.1. Perform electronic registration for the event on any selected distance (if there are slots available) in accordance with the Terms and conditions posted on [www.volgaswim.com](http://www.volgaswim.com) website.

3.1.2. Receive the starter pack in the case of payment the registration fee and meet the requirements for admission to swim (in accordance with the Terms and conditions.

### **3.2. The organizer has the right to:**

3.2.1. Require swim party to follow the rules of Terms and conditions and contract offer.

3.2.2. Require the participant fully agree with the terms of contract offer during the registration process and payment. In the case of rejecting any points of contract or Terms and conditions of the event, participants must skip the registration.

3.2.3. Deny one's participation if he fails to fulfill the requirements listed in sec. 3.3.5 of the contract offer.

3.2.4. Use the photo, audio and/or video capture of the participant through the event in promotional, advertising and other publications in the printing industry, radio, television, the Internet and other

sources without limitation, as well as the right to modify the materials and transfer it to third parties.

3.2.6. Provide to participants the information about the Organizer (Company name, legal and actual address, TIN, BIN).

### **3.3. The participant must:**

3.3.1. Get acquainted with the terms and conditions and contract offer of the event which can be found on official site [www.volgaswim.com](http://www.volgaswim.com).

3.3.2. Start the registration process only after he carefully read and accepted the Terms and conditions and contract offer of the event. If the participant experiencing difficulties finding the mentioned documents on the web site he must contact the Organizer. The Organizer is not responsible for the actions of the participant done as a result of incorrect understanding the meaning of the submitted documents.

3.3.3. Accept the registration fee prior the payment.

3.3.4. Pay for the full registration fee using the payment methods supported by the Organizer.

3.3.5. Provide the following documents in person to receive Starter pack before the competition:

- ID (passport or driver's license)
- Active insurance contract (accidents coverage)
- Signed application form
- Medical certificate

If the participant fails to provide any of the following documents he is not allowed to receive the starter pack and join the competition. The registration fee is not refundable.

3.3.6. Wear the Volgaswim swimming cap and safety buoy to get access to the start gate. Those items can be found in the starter package. The participant who have no Volgaswim swimming cap or/and safety buoy disqualified from the race.

### **3.4. The organizer must:**

3.4.1. Provide electronic registration for the event.

3.4.2. In the case of payment of registration fee and submission of all necessary documents to give starter package of the participant during the issuance of the Launch Party package and allow the participant to take part in the event at the selected participants swim a distance.

3.4.3. Provide a full range of services in accordance with para. 1.2. this contract offer.

## **4. Payment procedures**

4.1. To participate in the event you need to pay a Registration fee which covers all services listed in para. 1.2 of this contract.

4.2. You pay by Visa or MasterCard services;

4.3. The Registration fee amount is published on the [volgaswim.com](http://volgaswim.com). The registration fee does not include VAT. Additional fees and commissions may apply according to your bank terms.

4.4. The registration fee may be increased after approaching certain amounts of participants. All notifications are published on the [volgaswim.com](http://volgaswim.com) or Facebook page.

## **5. Changes to registration, cancellations, and refunds**

5.1. Registration fee is not refundable.

5.2. The cost of additional services purchased by the participant in the "Add to order" partially returns by following rules:

- Refunds available upon written request to the Organizer not later than two weeks before the event;
- You may get full refund for the hotel room except for the bank commissions for the transfer;
- You may get your safety buoy or receive full refund;
- T-shirt order is not refundable. You will receive your order.
- Cancellation made less than two weeks before the event will get no refund. You will get all items as ordered.
- If you want to change or cancel your order you will be charged the fee listed in para 5.3.



5.3. Any changes to your registration data are made by the following rules:

- Any changes are made two weeks before or more before the event;
- Process fee is charged for any changes in the registration. 30 days before the event -500 rubles; from 30 to 14 days before the start - 1000 rubles;

5.4. Transfer the registration from one participant to another is made "as is" including all the items.



## **6. Personal data processing.**

6.1. By filling up the registration form and taking part in the event the participant agrees to the fact that all personal data will be collected by the Organizer.

6.2. To finish the registration process the participant needs to provide the following information to the Organizer: family name, first name, gender, date of birth, contact information (phone, e-mail, postal address), emergency contact.

6.3. The term processing means that the organizer can: collect, systemize, accumulate, update, upgrade, modify, use, distribute, transfer (including cross-border), depersonalize, block, destroy or store) and any other actions (operations) with personal data. Personal data processing may be made with or without the use of automation equipment in accordance with applicable Russian legislation.

6.4. Personal Data Processing is made only for the purpose of registration for the swim event and will be used for mail and SMS notification containing the information about the event and any other information relating to the participant and swim-related activities.

6.5. The organizer will take the all necessary activities and ensure to protect personal data against unauthorized or accidental access, destruction, modification, blocking, copying, provision, distribution as well as other illegal actions in respect of personal data. The organizer ensures to maintain the confidentiality of personal data of the participants. The organizer has the right to involve subcontractors to the personal data processing as well as the right to transfer personal information to affiliates who can keep confidentiality of personal data.

6.6. The date of sending the registration form to the organizer acts as the day of accepting the rules of personal data processing. This agreement is valid for 20 (twenty) years from the date of getting personal data.

6.7. Accept of personal data collection may be withdrawn by the Participant on the basis of a written application, addressed to the Organizer and aimed it at the following address: [welcome@volgaswim.com](mailto:welcome@volgaswim.com).

## **7. Liability of the Parties**

7.1. Parties are responsible for non-performance or improper performance of its obligations under this Agreement in accordance with the Russian legislation.

7.2. The organizer is not responsible for the misunderstanding or failure to comply with the requirements of the participant and rules established by the Organizer.

7.3. The organizer is not liable for any losses and moral damage suffered as a result of the Participant unread or misunderstood this Agreement.

7.4. The organizer is not liable for damage or injury caused to the participant and/or his property during the event unless such injury or damage have not been admitted by the Organizer by negligence or intentionally as a result of neglect of their duties in relation to the participant.

7.5. The organizer is not liable for damage caused by the circumstances of swim competition or damage caused by the participant and/or his property during the event due to the fault of the party or other participants.

7.6. By accepting this agreement participant will ensure that he is in proper physical condition, his health and technical training allow him to participate in the event.

7.7. Member of the swim does not mind of possibility being helped by emergency medical care provided by the organizer.



## 8. Force Majeure

8.1. The parties are relieved from responsibility for partial or complete failure to perform its obligations hereunder if such failure was caused by force majeure.

8.2. Reasons of force majeure include: natural disasters, adverse weather conditions, acts of war, national crisis, a strike in a sector or region, the actions and decisions of public authorities, disruptions arising in telecommunications and energy networks, the action of malware, and unscrupulous actions of third parties, expressed in actions aimed at unauthorized access and / or disabling software and / or hardware (payment systems, etc..).

## 9. Change of contract

9.1. This agreement starts from the date of registration and payment of registration fee by a participant.

9.2. The organizer has the right to change the terms of this agreement without the prior notice of participants.

9.3. If the time is the changes of this agreement into force is not specifically stated, they begin to have effect from the date of their publication on the personalized page swim in the Organizer's website volgaswim.com

9.4. The contract does not have retroactive changes in it.

## 10. Resolution of Disputes

10.1. All disputes occurring in the performance of the Parties' obligations under this Agreement are settled through negotiations in a pretentious manner. If you can not eliminate them the parties have the right to apply for judicial protection of their interests in the local court.

10.2. Applicable law - law of the Russian Federation.

## 11. Bank details

Name: LLC Business Culture (ООО «Бизнес-Культура»)

INN: 5260282927

OGRN: 1105260009821

KPP: 526001001

Address: 603001, г.Нижний Новгород, ул.Рождественская, 47а – 10

Postal address: 603001, г.Нижний Новгород, ул. Рождественская, 11-13/7, оф.116

Bank account: 4070 2810 5145 0000 0422

Bank: 3010 1810 8452 5000 0999 в ТОЧКА ПАО БАНКА "ФК ОТКРЫТИЕ" г. МОСКВА

BIK: 044525999

General director - Bazanova Olga Nikolaevna acting on the basis of Charter.