

# PUBLIC OFFER AGREEMENT

## 1. Regulatory Documents.

Civil Code of the Republic of Kazakhstan (hereinafter – “CC of RK”). Excerpts.

### Article 395. Offer

1. An offer shall be deemed to be an offer to enter into an agreement made to one or more certain persons, when it is sufficiently definite and expresses an intention of the person made it to be treated as bound in case of its acceptance. The offer shall be sufficiently definite, when it states the material terms and conditions of the agreement or procedure for its determination.

2. The offer shall be bound upon the person made it from the time of its receipt by the offeree.

If a notice on the revocation of the offer has been delivered before or simultaneously with the offer, the offer shall be deemed unreceived.

3. The offer received by the offeree may not be revoked within the timelines specified for its acceptance, unless otherwise agreed in the offer or follows from nature of the offer or circumstances under which it has been made.

4. The promotional and other offers made to the uncertain set of persons shall be deemed to be an invitation to make offers, unless otherwise expressly stated in the offer.

5. The offer containing all the material terms and conditions of the agreement, from which it appears the will of the person making the offer to enter into an agreement under the terms and conditions specified in the offer with anyone responding to it, shall be deemed to be an offer (public offer).

### Article 396. Acceptance

1. An acceptance shall be deemed to be a response of the person, to whom the offer is made, on its acceptance.

The acceptance shall be full and unconditional.

2. Silence shall not be an acceptance, unless otherwise required by the enactment, normal business practice or previous business relationships of the Parties.

3. Taking by the person received the offer of the actions on compliance with the terms and conditions of the agreement specified herein (shipment of goods, rendering of services, performance of works, payment of the respective amount and etc.) within the timelines specified for its acceptance shall be deemed to be an acceptance, unless otherwise provided by the law or stated in the offer.

4. If a notice on the revocation of the acceptance has been delivered to the person made the offer before or simultaneously with the acceptance, the acceptance shall be deemed unreceived.

## 2. General Provisions.

2.1. This document is the Public Offer Agreement by “**Almaty Triathlon Federation**” **Public Association**, duly represented by Executive Director Ruslan Kogay, acting on the basis of the Charter, hereinafter referred to as “**the Organizer**”, made to the natural persons, and contains all the material terms and conditions for provision of the services being the subject of this Agreement.

2.2. Pursuant to Paragraph 5 of Article 395 of CC of RK, should the terms and conditions below be accepted and the Operator’s service be paid for, an adult natural person accepting this Offer shall become a Participant (pursuant to Paragraph 3 of Article 396 of CC of RK, the acceptance of the Offer is equivalent to entering into the agreement under the terms and conditions specified in the Offer), and the Organizer and the Participant shall jointly become the Parties of the Public Offer Agreement.

2.3. In view of the aforesaid, please read the text of this Agreement carefully.

Should you not agree with any clause of this Agreement, the Organizer should suggest you to refuse from the services.

2.4. By entering into this Agreement, the Participant acknowledges that he has read and understood and agreed with all the rules and regulations included in this Agreement, and accepts them unconditionally and in full.

2.5. The Organizer shall be responsible for the compliance of the information stated in this document with the applicable law of the Republic of Kazakhstan, as well as the actual circumstances.

### **3. Subject of the Agreement.**

3.1. The subject of this Agreement is a provision of a person willing to participate in the “Almaty Aquabike Championships” competition arranged by the Organizer to be held on May 12, 2024 (hereinafter – “the Competition”) with the service as arrangement and running of the Competition in accordance with the procedure and under the terms stipulated by this Agreement, Competition Regulation, including the services for registration as a Participant, but not limited to these.

3.2. During the registration for the Competition, the Participant shall via my account registered at the Organizer’s website: <https://almatytriathlon.org/> (hereinafter – “My Account”) be entitled to purchase the accompanying goods and services (additional options).

3.3. The description of the Competition, specifics of the Competition, period of the Competition, basic provisions on the Competition, rules for participation in the Competition, are set forth in the Competition Regulation available on the Organizer’s website: <https://almatytriathlon.org/>, which the Participant shall read and understand during the registration for the Event.

3.4. The rules for online registration for the Competition to be performed by the Participant via My Account are:

3.4.1. The registration of the Participant for the Competition shall be deemed to be successfully completed subject to full payment of the registration fee (hereinafter also as “the Participation Fee or Entry Fee”).

Should no payment be made, the registration shall be automatically cancelled in 5 (five) calendar days.

3.4.2. The re-registration of the Participant for other event, i.e. counting the Participation Fee paid by the Participant for participation in the Competition towards the Participation Fee for participation in other event shall not be allowed.

3.5. By accepting the terms and conditions of this Agreement, the Participant acknowledges that during the Competition he will, never and under no circumstances, intentionally create situations, which may cause damage to other participants of the Competition, the Organizer (its employees) and sponsors of the Competition, unauthorized persons, as well as their property.

3.6. The Participant shall on its own look after its health and have a medical check for the existence of any counter-indications to long-lasting physical activities.

The Participant acknowledges that he had the regular medical checks, is physically fit for participation in the Competition and has no counter-indications to it.

By accepting the terms and conditions of this Agreement, the Participant:

- **shall, if his/her health deteriorates by/on the Competition date, not participate in the Competition;**

- is aware of and understands the complexity of the Competition and acknowledges that he has sufficient technical knowledge and skills in running the declared distance of the Competition and that he is physically and mentally well-prepared for participation in the Competition;

- is aware of the fact that his/her participation in the Competition may result in the adverse health consequences; the Participant shall be solely responsible for its own safety and health.

- acknowledges that the Organizer shall not be liable for the Participant’s death or injury during the Competition, loss or damage to the Participant’s personal belongings, as well as any physical harm to the

Participant occurred during the Competition. The Participant shall voluntarily and knowingly refuse from any material and other claims and demands towards the Organizer and the sponsors of the Competition. This refusal from the claims shall apply to the potential heirs and caregivers of the Participant and shall be valid before, during and after the Competition;

- does not object to be provided with the first aid, if necessary.

#### **4. Photo and Video Shooting. Personal Data.**

4.1. The Organizer shall make photo and video shooting of the Competition.

Pursuant to Article 145 of CC of RK, taking into consideration the requirements of Paragraph 8 of Article 15 of CC of RK, for the popularization of the sports events of “Almaty Triathlon Federation” Public Association, as well as the Organizer’s activities, the Participant gives its consent to the Organizer:

- for making by the Organizer and/or third parties acting on behalf and/or to the benefit of the Organizer of the video and photo shooting of the Participant’s image (photo and/or video), participation of the Participant in the Competition;

- for using the Participant’s name, publishing, reproducing and distributing the Participant’s image and/or other audio, video, photo materials resulting from the Competition, which contain the Participant’s image, by any ways and means without any limitations as to time and area of application, including the right to edit the specified materials and its transfer to the third parties.

The Participant gives this consent on a free-of-charge basis for the indefinite period and shall not be entitled to require any compensation whatsoever from the Organizer in future.

4.2. By accepting the terms and conditions of this Agreement, the Participant understands that for the purpose of giving publicity to the Competition being run the Organizer may engage the professional photographers and cameramen, who make photo and/or video shooting of both the participants of the Competition and running of the Competition and set their own photo/video bank accordingly. The Participant understands and gives its consent to use the photo and/or video materials obtained during the Competition, which contain the Participant’s image, in such photo/video bank. At the Participant’s discretion, the photo and/or video materials of the Competition may be purchased by him on its own from such persons – owners of the photo/video banks without the Organizer’s involvement. All issues regarding the placement of the photo and/or video materials in such photo/video banks shall be submitted by the Participant to the owners of such resources on its own. The Organizer shall not be liable for the actions by the owners of such photo/videos.

4.3. The Participant shall be responsible for the provision of the complete and reliable personal data.

4.4. The Participant does not object to receive the short messages (SMS) and/or e-mail containing the information on the Competition, other information relating to the Participant and the Competition from the Organizer or the person authorized by the Organizer.

4.5. In pursuance of Articles 7 and 8 of the Law of the Republic of Kazakhstan “On Personal Data and Their Protection” No.94-V dated May 21, 2013, the Participant, by completing the Registration Form for Participation in the Competition and joining this Agreement, gives its consent to collection and processing of its personal data to the Organizer, which is also a provider of Internet platform: <https://almatytriathlon.org/>, at which the Participant’s My Account is hosted.

Personal Data Processing means the actions aimed at accumulation, storage, change, addition, use, distribution, anonymization, blocking and destruction of the Participant’s personal data.

The Participant’s personal data shall be processed only for ensuring the registration of the Participant for the participation in the Competition and further sending of short messages (SMS) or e-mail containing the information on the Competition, other information relating to the Participant and the Competition to the Participant.

The date of consent to the processing of the Participant’s personal data shall be the date of sending of the Registration Form via My Account to the Organizer. The consent shall be valid within 5 (five) years from the date of transfer of the Participant’s personal data.

By accepting the terms and conditions of this Agreement, the Participant acknowledges and agrees to provide the documents supporting the information specified upon registration in My Account (*copy of the Participant's identity document/original Receipt for Participation in the Competition*) upon the Organizer Organizing Committee's request.

The consent to the personal data processing may be revoked by the Participant by sending of the written statement in any format regarding the revocation of the consent to the personal data processing to the Organizer at e-mail: [info@almatytriathlon.org](mailto:info@almatytriathlon.org).

## **5. Liability of the Parties**

5.1. The Parties shall be held liable for failure to perform or improper performance of this Agreement in accordance with this Agreement and the applicable law of the Republic of Kazakhstan.

5.2. The Organizer (its employees) and/or third parties engaged by it shall not be held liable for the Participant's life and health, any losses, harm, damages caused to the Participant within the Competition being run, occurred in case of non-compliance by the Participant with the Competition Regulation approved by the Organizer and the safety regulations and/or failure to provide the Organizer with the respective information on the Participant's counter-indications for participation in the Competition.

5.3. The Organizer (its employees) and/or third parties engaged by it shall not be held liable for the loss of the Participant's personal belongings along the whole route of the Competition being run.

5.4. The Organizer shall be released from any liability for the partial or complete failure to fulfil its obligations under this Agreement, including cancellation of the Competition, if it arose from force majeure circumstances. The following events such as natural disasters (earthquake, flood, hurricane); gusts of wind over 15 meters per second (inclusive); other circumstances, events, occurrences, which the Commission for Emergency Situations of the Ministry of Internal Affairs of the Republic of Kazakhstan recognizes to be extraordinary and warns about its possible occurrence; fire; mass diseases (epidemics); restrictive measures imposed by the governmental authorities, including imposing of quarantine: strikes; military actions, conflicts and revolutions; civil commotions; acts of terrorism; acts of sabotage; transport limitations; governmental bans; trade bans, including with separate countries due to the international sanctions passed; acts, actions, omissions by the governmental authorities, local government bodies; as well as other circumstances beyond the reasonable control of the Parties rendering impossible to fulfil the obligations under this Agreement, which the Parties should not and could not anticipate and prevent by any reasonable efforts, are classified by the Parties as force majeure circumstances.

5.5. Should the circumstances above occur or threat to occur, whereby the Competition is subject to cancellation, all information to this effect shall, at the Organizer's discretion, be posted at the Organizer's website and/or the Participant shall be notified by the Organizer by SMS to the telephone number or message to the e-mail address specified during registration.

5.6. Should the force majeure circumstances occur, the deadline for the fulfilment of the obligations by the Parties under this Agreement shall be extended for the period of these circumstances and its consequences. The Participation Fee shall be automatically postponed. The exact date shall be announced later.

5.7. The competent evidence of existence of the above-mentioned circumstances shall be the respective documents to be issued by the authorized competent authority and/or organization of the Republic of Kazakhstan.

5.8. Should the force majeure circumstances specified in Clause 5.4. hereof continue for more than 8 (eight) months, and a new date for the Competition may not be determined by the Organizer due to the ongoing existence of one or another force majeure circumstance and/or its consequences, the Organizer shall postpone the Participation Fee for this event to the next year.

## **6. Settlement of Disputes**

6.1. The applicable law to this Agreement shall be the law of the Republic of Kazakhstan. All issues not settled by this Agreement shall be settled in accordance with the law of the Republic of Kazakhstan.

6.2. All disputes and disagreements within this Agreement shall be settled by the Parties by means of negotiations; the disputes shall be settled in accordance with the procedure established by the law of the Republic of Kazakhstan, at the Organizer's location.

## **7. Duration and Other Terms of This Agreement**

7.1. This Agreement shall be effective from the date of its acceptance by the Participant in accordance with the procedure established by Clause 2.2. hereof and shall remain in force till complete fulfilment by the Parties of their obligations or its termination.

7.2. This Agreement is an open and public document and may be amended by posting of the amended version at the Organizer's website (<https://almatytriathlon.org/>). If the Participant fails to approach to the Organizer (or its representative) with a proposal to terminate this Agreement due to the amendments made, the posted amendments shall be deemed to be accepted by the Participant.

7.3. This Agreement may be terminated upon agreement of the Parties, as well as otherwise provided for by this Agreement and the law of the Republic of Kazakhstan.

7.4. Should any provision be recognized by the competent court to be illegal or invalid in accordance with the applicable law of the Republic of Kazakhstan, such provision (to the extent that it is illegal or invalid) shall be deemed not included in this Agreement, but shall not invalidate the other provisions of this Agreement.

## **8. Details of the Organizer**

### **Organizer:**

#### **“Almaty Triathlon Federation” Public Association**

Legal address: 5, Al-Farabi Avenue, non-residential premise №6, Almaty, Republic of Kazakhstan

Telephone: 8 (701) 763-02-67

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