

# **Public offer-contract for the provision of a range of services for organizing and holding the “RATSEKA TRAIL 2023” race (date: the 1<sup>st</sup> of October, 2023, location: Ala-Archa National Park, Kyrgyzstan)**

## **1. Normative regulations.**

Extracts from the Civil Code of the Kyrgyz Republic (further-KR).

### *Article 395. Form of the contract*

1. An agreement may be concluded in any form provided for transactions, unless a specific form is established by law for agreements of this type. If the parties have agreed to conclude a contract in a certain form, it is considered concluded from the moment it is given the agreed form, even if such a form is not required by law for contracts of this type.
2. An agreement in writing can be concluded by drawing up a single document signed by the parties, as well as by exchanging letters, telegrams, teletype messages, telephone messages, by facsimile, electronic or other communication, or in any other way that allows to reliably establish that the document comes from the party to the agreement. .
3. The written form of the contract is considered to be observed if the written proposal to conclude the contract is accepted in the manner prescribed by Article 402 of this Code.

### *Article 396. Offer*

1. An offer is recognized as a proposal addressed to one or several specific persons, which is sufficiently specific and expresses the intention of the person who made the offer to consider himself to have entered into an agreement with the addressee who will accept the proposal. The offer must contain the essential terms of the contract.
2. The offer binds the person who sent it from the moment it is received by the addressee. If the notice of withdrawal of the offer was received earlier or simultaneously with the offer itself, the offer shall be deemed not received.

### *Article 398. Invitation to make offers. Public offer*

1. Advertising and other offers addressed to an indefinite circle of persons, considered as an invitation to make offers, unless otherwise expressly stated in the offer.
2. A proposal containing all the essential terms of the contract, from which the will of the persons making the offer is seen to conclude an agreement for performance under the proposed conditions with a wide range of those who respond, is recognized as an offer (public offer).

### *Article 399. Acceptance*

1. Acceptance is the response of the person to whom the offer is addressed about its adoption. The acceptance must be complete and unconditional.
2. Silence is not an acceptance, unless otherwise follows from the law, customary business practice or from previous business relations of the parties.
3. The performance by the person who received the offer, within the period established for its acceptance, of actions to fulfill the conditions of the contract specified in it (shipment of goods, provision of services,

performance of work, payment of the appropriate amount, etc.) is considered acceptance, unless otherwise provided legislation or not specified in the offer.

*Article 402. Conclusion of an agreement on the basis of an offer that does not contain a deadline for acceptance*

1. When a written offer does not contain a deadline for acceptance, the contract is considered concluded if the acceptance is received by the person who sent the offer before the expiration of the period established by law, and if such a period is not established, within the time normally required for this.

2. When an offer is made orally without specifying a deadline for acceptance, the contract is considered concluded if the other party immediately declared its acceptance.

## **2. General regulations.**

**2.1** This document is an agreement - a public offer of LLC "SnowLeopard" (in accordance with paragraph 2 of Article 398 of the CC of the KR), hereinafter referred to as the "Organizer", to individuals and contains all the essential conditions for the provision of services that are the subject of this agreement.

**2.2** In accordance with Article 399 of the CC of the KR, if the conditions set out below and payment for services are accepted, the individual accepting this Offer becomes a Participant (in accordance with paragraph 3 of Article 399 of the CC of the KR, acceptance (unconditional acceptance) of the Offer is equivalent to conclusion of an agreement on the terms set forth in the Offer), and the Organizer and the Participant jointly - Parties to the contract-public offer.

**2.3** By entering into this agreement, the Participant confirms that he has read, understood and agreed with all the rules included in this agreement, and accepts them unconditionally and in full.

**In connection with the foregoing, carefully read the text of this agreement. If you do not agree with any clause of this agreement, the Organizer offers you to refuse to use the services.**

## **3. Subject of the contract.**

**3.1** The subject of this agreement is providing to those wishing to take part in the Race "**RATSEKA TRAIL 2023**" organized by the Organizer (hereinafter referred to as the Race), services in the form of organizing and holding the Race in the manner and under the conditions provided for in this agreement.

**3.2** The complex of services for holding a Race and participation in it the participant includes:

- services for electronic registration as a Race Participant and assignment of the starting number of the Race Participant;
- services for the formation and issuance of the Starter Package;
- services to conducting the Race and participation in it Race participant;
- additional services in the form of a transfer organization from Bishkek to the starting point and back.

**3.3** Responsibility for the quality of service under this agreement is the Organizer.

## **4. The moment of conclusion of the contract.**

**4.1** The text of this agreement is a public offer (in accordance with Articles 396 and 398 of the CC of the KR).

**4.2** Acceptance of the Offer means the full and unconditional acceptance by the Race Participant of all the terms of this agreement without any exceptions and / or restrictions and is equivalent to the conclusion of a written agreement (paragraph 3 of article 395 of the CC of the KR).

**4.3** Performance by the Participant of the race of actions to pay the cost of the registration fee testifies to the full and unconditional adoption (acceptance) by the participant of the race of the conditions of this agreement and is equivalent to the conclusion of a written agreement.

**4.4** This agreement is considered to be the basic document in the official relationship between the Race Participant and the Organizer. The Participant guarantees that all the terms of this agreement are clear to him, and he accepts them unconditionally and in full.

## **5. Rights and responsibilities of the parties.**

**5.1** The Participant has the right to:

**5.1.1** Carry out electronic registration for the Race in accordance with the Regulations posted on the Organizer's website snowleo.net

**5.1.2** In case of payment of the registration fee and admission to the Race, receive the participant's start package at the time specified by the Race Regulations.

**5.2** The Organizer has the right:

**5.2.1** Require the Participant to comply with all rules contained in this public contract-offer and the relevant Regulations on the race.

**5.2.2** Require the Race Participant to fully agree with the terms of this agreement when registering and paying the registration fee. If the Race Participant refuses to agree with terms of this agreement, to refuse the person who applied to register for the Race.

**5.2.3** Deny the Participant admission to the Race, if the conditions stipulated in the Regulations and this Offer Agreement are not met. Without any compensation or liability, use photo, audio and / or video materials with the participation of the Race Participant in promotional, advertising and other publications in printing, on radio, television, on the Internet and other sources without limiting the terms and places of use of these materials, as well as the right to edit such materials and transfer them to third parties.

**5.3** The participant is obliged to:

**5.3.1** Agree to the terms of this agreement. In case of disagreement, registration as a Race Participant is not carried out. If the Race Participant has paid the registration fee, he has accepted all the terms of this agreement.

**5.3.2** Read the terms of the public-offer agreement in detail, Regulations of the Race on the personalized page of the Race on the Organizer's website snowleo.net and comply with all of their provisions.

**5.3.3** In case of absence of detection, non - finding at self search documents on the specified website of the Organizer, contact the organizer, only after familiarization with these documents proceeds to registration for the Race. The Organizer is not responsible for the actions of the Race Participant, which were made as a result of the Race Participant's incorrect understanding of the meaning of the text of the submitted documents.

**5.3.4** Review and accept the amount of your registration fee before payment.

**5.3.5** Read and, if necessary, accept the amount of an additional service in the form of a transport before paying for it.

**5.3.6** Pay in full the registration fee and additional service (if necessary) using the payment methods offered by the Organizer.

**5.3.7** At the start, have with you: the start number issued by the Organizer in the Start package. In the absence of a start number, the Participant is not assigned to the Race.

**5.4** Organizer is obliged to:

**5.4.1** Provide to the Race Participant the right to carry out electronic registration for the Race is strictly on the terms of this agreement.

**5.4.2** If the Race Participant agrees with the terms of this agreement, accept payment of the registration fee and additional services (if necessary) and assign the start number of the Race Participant.

**5.4.3** In case of paying the registration fee and providing the necessary information for registration, issue the Start Package of the participant on the day of issue (in accordance with the Regulations) and allow the participant to participate in the Race.

**5.4.4** In case of paying for an additional service in the form of organizing a transfer, provide seats in the vehicle in accordance with the number of paid seats on the day of the race (according to the Regulations).

## **6. Order of payments.**

**6.1** For a range of services for holding the Race and participation in it of the Race Participant with The race participant is charged a registration fee. Into the registration fee includes the cost of the entire range of services provided for in clause 3.2 of this Agreement, as well as the cost of the Participant's Start Package.

**6.2** In addition to the registration package of services from clause 3.2, the Participant has the right to purchase an additional service in the form of a transport, both simultaneously with the payment of the registration fee, and separately.

**6.3** The Race participant pays the registration fee in the following ways:

- using bank cards of Visa, MasterCard, Elkart payment systems;
- through Oney, UMAI, Quickpay terminals;
- using electronic wallets Balance, O!, Elsom.

**6.4** The cost of the registration fee for the Race depends on the time of their purchase, the cost of the additional service is fixed. The cost of the registration fee and additional service is determined by the Organizer and is indicated on the snowleo.net website and in the Regulations. The Participant's bank may charge an additional commission for the transfer of funds - this commission is not included in the entry fee and is paid additionally.

**6.5** The cost of the registration fee and additional service is valid at the time of payment.

**6.6** A Race participant may be denied a Race Participant's Start Number and participation in the Race, in cases where, at the time of receipt of payment, the moment of official closing of registration for the Race has come according to the Regulation . The decision to refuse is made by the Organizer. In this case, the money is returned to the Race Participant in full, with a fee for the transfer of money.

## **7. Refusal of participate/ re-registration.**

**7.1** The registration fee and payment for additional service is non-refundable.

**7.2** In case of refusal to participate, the Race Participant in an incomplete equipment(excluding the finisher's medal) can receive on the day of issue (according to the Regulations) on an equal basis with other participants or two days later (until 05.06.23 inclusive), having previously sent an application for a Start participant package by e-mail snowleo.trip@gmail.com

**7.3** Re-registration of the paid fee to another participant is possible until **24.09.2023** inclusive. To re-register, it is necessary to send a request from the address of the registered participant, indicating the data of both participants (First name, phone number, date of birth, country, gender and email address, phone number of a relative who can be contacted in case of an accident with the Participant) to snowleo.trip@gmail.com

## **8. Separate provisions regarding electronic registration.**

**8.1** When performing electronic registration as a Race Participant, the Race Participant in any case undertakes to provide complete information about himself by filling in all the required fields of the registration web-form, in accordance with the document certifying personality. In case of failure to provide such information, as well as in case of providing false or invalid information, the Organizer has the right to refuse the Race Participant electronic registration as a Race Participant.

**8.2** The Race Participant accepts and agrees that he is fully responsible for providing false or invalid information.

**8.3** The start number of the Race Participant is assigned to him only if he fills out the registration web-form for the Race directly on the personalized page of the Race on the snowleo.net website, and the Race Participant complies with the terms of this agreement on payment of the registration fee.

## **9. Personal data of the Race Participant and informed consent to their processing by the Race Participant.**

**9.1** The participant of the race, filling out the registration web-form for the Race and joining this agreement, gives his consent to the processing of his personal data to the Organizer.

**9.2** When filling out the registration web-form for the Race, the Race Participant provides the Organizer with the following information, which is the personal data of the Race Participant: last name, first name, date of birth, contact information (telephone, e-mail), country, sports organization (if any), phone number of a relative, who can be contacted in the event of an accident with a Race Participant.

**9.3** The processing of personal data means the collection, systematization, accumulation, clarification, updating, modification, use, distribution, transfer, including cross-border, depersonalization, blocking, destruction, indefinite storage), and any other actions (operations) with personal data.

**9.4** The processing of personal data of the Race Participant can be carried out using automation tools and /or without the use of automation tools in accordance with the current legislation of the KR.

**9.5** The processing of the personal data of the Race Participant is carried out solely for the purpose of registering the Race Participant for the Race and subsequent sending to the Race Participant postal (email) messages and SMS notifications containing information about the Race and any other information relating to the Race Participant and related to the Race.

**9.6** The Organizer takes the necessary legal, organizational and technical measures or ensures their acceptance 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 illegal actions in relation to personal data, and also assumes the obligation to maintain confidentiality personal data of the Race Participants. The organizer has the right to involve for processing personal data of Subcontractors Run Participants, and also has the right to transfer personal data for processing to its affiliates, while ensuring acceptance by such subcontractors and affiliates of the relevant obligations in parts of the confidentiality of personal data.

**9.7** The date of issue of consent to the processing of personal data of the Race Participant is the date sending the registration web form to the Organizer. Consent is valid for 20 (twenty) years from the date of transfer of personal data.

**9.8** Consent to the processing of personal data may be withdrawn by the Race Participant for based on a written application in any form addressed to the Organizer and sent to him at snowleo.trip@gmail.com.

## **10. Responsibility of the parties.**

**10.1** In case of non-performance or improper performance of its obligations under this agreement, the Parties shall be liable in accordance with the legislation of the KR, taking into account the terms of this agreement.

**10.2** The Organizer is not responsible for the Participant's ignorance or non-compliance with the requirements and rules established by the Organizer.

**10.3** The Organizer is not responsible for any losses and moral damages incurred by the Race Participant as a result of an erroneous understanding or misunderstanding of the terms of this agreement and the relevant Race Regulations.

**10.4** The Organizer is not responsible for injury or damage caused to the Participant of the race and / or his property during the Race due to the fault of the Participant himself, other participants or third parties.

**10.5** By accepting the terms of this Agreement, the Race Participant guarantees that he is in proper physical shape and his state of health allows him to participate in the Race.

**10.6** The Race Participant does not object to the possible provision of first medical aid to him, provided for by the Organizer.

## **11. Force majeure circumstances.**

**11.1** The Parties are released from liability for full or partial failure to fulfill their obligations under this Agreement, if such failure was the result of force majeure circumstances.

**11.2** Force majeure circumstances, in particular, include: natural disasters, adverse weather conditions, military operations, a national crisis, strikes in an industry or region, actions and decisions of state authorities, failures that arise in telecommunications and energy networks, the action of malicious programs, as well as unfair 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. Amendment and termination of the Agreement.**

**12.1** This agreement comes into force from the moment of registration and payment of the registration fee by the Race Participant.

**12.2** The Organizer has the right to change the terms of this agreement without prior notice to the Race Participants.

**12.3** Unless otherwise specified in this agreement, changes to this Agreement will take effect from the moment they are posted on the personalized race page on the Organizer's website snowleo.net

## **13. Dispute resolution.**

**13.1** All disputes and disagreements arising from the fulfillment by the Parties of their obligations under this Agreement shall be resolved through negotiations, in the complaint procedure. When impossibility of their elimination, 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 Kyrgyz Republic.

## **14. Requisites of the Organizer.**

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