

**PUBLIC OFFER**  
**for Participation in the Running Competition**  
**QAZAQ MARATHON ZHAMBYL 2024**

# PUBLIC OFFER AGREEMENT

Almaty

2024

## 1. GENERAL PROVISIONS

**1.1.** This Public Offer pursuant to Paragraph 5 Article 395 of the Civil Code of the Republic of Kazakhstan (hereinafter as “CC RK”) is an official offer made by **QAZAQ MARATHON CORPORATE FUND** (BIN: 240540010251), duly represented by the Chairman Daniyar Ualikhanovich Kassymov, acting on the basis of the Charter, hereinafter referred to as “**the Organizer**”, to enter into this Agreement (hereinafter as “the Agreement”) for Participation in the Running Competition QAZAQ MARATHON ZHAMBYL 2024 (hereinafter as “the Competition”) with any interested individual, hereinafter referred to as “**the Participant**”, under the terms provided for by this Public Offer.

**1.2.** Pursuant to Paragraph 5 Article 395 of CC RK, should the terms set forth below are accepted and the Organizer’s services are paid, the adult individual accepting this Offer shall become a Participant (pursuant to Paragraph 3 Article 396 of CC RK, the acceptance of the Offer is equivalent to entering into the agreement under the terms set forth in the Offer), and the Organizer and the Participant jointly become the Parties to the Public Offer Agreement.

**1.3.** The Agreement shall be entered into by acceptance of the Offer by the Individual, i.e. expression by the Individual of his/her full and unconditional acceptance of the Offer.

**1.4.** The acceptance of the Offer pursuant to Paragraph 3 Article 396 of CC RK shall be the consistent performance by the Individual of the following actions (legally binding actions) on the Website:

1.4.1. The Individual reads the of the terms of this Offer in force as of the acceptance date of this Offer, which is posted on the Website in “Documents” tab.

1.4.2. The Individual acknowledges the fact of reading the Offer and expresses his/her acceptance of its terms via the Website.

1.4.3. The Individual pays the Registration Fee fixed in accordance with this Offer by one of the methods proposed by the Website.

**1.5.** The date of entering into this Agreement shall be the date of receipt by the Organizer of the Individual’s acceptance of the Offer. The place of the Agreement shall be Almaty.

**1.6.** Prior to acceptance of the Offer, the Individual shall read all the terms of this Offer. The Individual, who accepted the Offer, shall be deemed to have read and accepted all the terms of the Offer as those are set forth in the Offer, and in accordance with CC RK shall be treated as a person entered into the contractual relationships with the Organizer. Whereby, this Agreement in accordance with CC RK shall be deemed entered into in writing under the terms of this Offer and shall be equal to the Agreements signed by both Parties. By accepting the Offer, the Participant fully acknowledges his/her legal capacity to enter into this Agreement, his/her financial solvency, as well as is aware of his/her liability for the obligations imposed by entering into this Agreement.

**1.7.** The Individual, who accepted this Offer, shall automatically earn the status of the Competition Participant and shall strictly comply with all the terms and rules incorporated in this Agreement and accept those unconditionally and in full.

**1.8.** The acceptance shall be effected on the Organizer’s Internet Website at: <https://www.qazaqmarathon.kz/>.

**1.9.** The objective of this Public Offer is to organize and hold the Sports Event QAZAQ MARATHON 2024.

## 2. DEFINITIONS

Unless this Public Offer otherwise requires, the terms below shall be used and applied within the following meanings:

**Public Offer (hereinafter as “the Offer”)** means this document with all appendices hereto posted on the Website, expressing the official offer made by the Organizer, addressed to the public, any capable Individual, containing the offer to participate in the Event and, therefore, enter into an Agreement with the Organizer under the terms of this Offer.

**Organizer** means QAZAQ MARATHON CORPORATE FUND (BIN: 240540010251), which assumed the obligation to organize and hold the Competition in accordance with this Offer.

**Individual** means a capable citizen of the Republic of Kazakhstan or a capable citizen of any foreign state wished to become a Participant of the Competition and enter into an Agreement with the Organizer in accordance with this Offer and under the terms thereof.

**Offer Acceptance** means a full and unconditional acceptance of all the terms and provisions of this Agreement. The Acceptance shall be deemed a response of the Participant, whom the Offer is addressed to, on its acceptance. The Acceptance shall be full and unconditional. The silence shall not be an acceptance unless the legal act, good business practices or previous business relationship between the Parties otherwise require. Taking by the person, who received the Offer within the timelines specified for its acceptance, of the actions for compliance with the terms set forth therein (shipment of the goods, rendering of the services, performance of the works, payment of the respective amount and etc.) shall be deemed the acceptance unless the laws otherwise require or the Offer otherwise provides for. Should the Notice of Acceptance Withdrawal be received by the person submitted the Offer earlier or simultaneously with the Acceptance, the Acceptance shall be deemed unreceived.

**Service** means an organization and holding of the Competition under the terms of this Offer.

**Order** means the specified in this Offer legally binding actions taken by the Individual to enter into an Agreement with the Organizer under the terms of this Offer.

**Registration Fee (Cost of Participation in the Competition)** means a compulsory payment specified by this Offer, which is to be made by the Individual to the Organizer for the purpose provided for by this Offer, and which rate depends on the distance of the Run chosen by the Individual upon making the Order.

**Participant** means an adult individual meeting with the requirements of this Offer, who entered into the Agreement with the Organizer in accordance with this Offer and under the terms thereof for participation in the Competition.

**Competition** means the Running Competition QAZAQ MARATHON ZHAMBYL 2024 consisting of the following stages: 1) Competition Opening Ceremony; 2) Run of the Competition Participants; 3) Awarding of the Competition Winners; 4) Competition Closing Ceremony to be organized and held by the Organizer under the terms of this Offer.

**Running Competition Regulations** mean a document posted on the Website, which contains the description of procedure for holding the Competition, the essential requirements to the Participants, the cost of participation in the Competition, as well as other terms and information on the Run.

**Run** means a Sports Competition in the form of the organized run for the purpose of engagement of the population to regularly work out and play sports, promotion of the run, identification of the strongest Running Participants. Meeting of the Participants of the Running Competition for the various distances (2 km, 5 km, 10 km) with an individual fixation of the time to run the distance (timing) of each Participant.

**Website** means a software and hardware complex hosted all the official and documents of title to the Competition, as well as the documents whereby the Participants of the Competition are informed on the Competition, its course, results in the Internet; has a page index in the Internet owned by the Organizer and posted on the Internet at: <https://www.qazaqmarathon.kz/>. For the purposes of the Offer, domain (domain name) means a unique address in the Internet legally used by the Organizer and intended for the Individuals/Participants to access the Website and the software modules accordingly. The administrator of the domain name: <https://www.qazaqmarathon.kz/> and the owner of the whole scope of rights is the Organizer.

**My Profile** means a section of the Website, which allows using the functionalities available to the Participant following the registration /authorization.

**Personal Data** means any information relating to directly or indirectly identified or being identified Individual/Participant (Personal Data Subject).

**Personal Data Processing** – In pursuance of Articles 7 and 8 of the Law of the Republic of Kazakhstan “On Personal Data and Personal Data Protection” No. 94-V dated 21.05.2013, by filling-out the Registration Form for participation in the Competition and joining this Agreement, the Participant gives his/her consent to collection and processing of his/her personal data to the Organizer, which is an operator of the Internet platform: <https://www.qazaqmarathon.kz/>.

Personal Data Processing means any action (operation) or a set of actions (operations) being taken using the automation means or without such means with the personal data, including collection, recording, systematization, accumulation, storage, verification (update, change), extraction, use, transfer (distribution, provision, access), anonymization, blocking, deletion, destruction of the personal data.

The Offer shall become effective from the date of its posting on the website <https://www.qazaqmarathon.kz/> (hereinafter as “the Website”) in the information and telecommunication network Internet (hereinafter as “the Internet”) in “Documents” tab. The Organizer reserves the right to make amendments to the terms of the Offer and/or withdraw the Offer at any time at its own discretion without any special notice to the Participant. The amendments made by the Organizer to the Offer shall become effective from the date of their posting on the Website in the Internet in “Documents” tab unless the other deadline for the amendments to become effective is additionally determined upon such posting. The Participant shall independently monitor the amendments to be made by the Organizer to the Offer on a daily basis. The receipt of the Starter Kit and other use by the Participant of the Organizer’s Service following the amendments to this Offer shall also mean the acceptance of the Offer as amended by the Organizer.

If you do not accept this Offer in whole or in part, please do not use the Website and refuse from the opportunity to use the Service offered by the Organizer.

### **3. SUBJECT OF THE AGREEMENT**

**3.1.** The subject of this Agreement shall be the provision of the person, who wishes to participate in the Sports Competition QAZAQ MARATHON ZHAMBYL 2024 organized by the Organizer in 2024, with a service in the form of organization and holding of the Competition in a manner and under the terms stipulated by this Agreement, the Competition Regulations, including the services for registration as a Participant, but not limited thereto.

**3.2.** Within the Competition, the Participant shall be entitled to present in person at the place of the Event, where:

3.2.1. Competition Opening Ceremony;

3.2.2. Run of the Competition Participants;

3.2.3. Awarding of the Competition Winners;

will take place, under the terms of this Offer.

**3.3.** The terms of holding the Competition, including place of the Competition, date of the Competition, conditions of admission to the Run, as well as other terms and conditions are set forth in the version of the Competition Regulations in force as of the date of acceptance of this Offer, which is an appendix to the Offer, its integral part and posted on the Website in the Internet in “Documents” tab.

**3.4.**

### **4. REGISTRATION FEE (COST OF PARTICIPATION IN THE EVENT) AND PROCEDURE OF SETTLEMENTS**

**4.1.** The Registration Fee (Cost of Participation in the Competition) shall be determined based on the distance of the Run chosen by the Individual upon making the Order (Registration for the Competition) and shall be:

4.1.1. For 2-km distance – KZT 5,000 (five thousand) (distance for the Participants in the age of 10 to 14 years old)

4.1.2. For 5-km distance – KZT 8,000 (eight thousand) (distance for the Participants in the age of 15 years old and elder).

4.1.3. For 10-km distance – KZT 9,000 (nine thousand) (distance for the Participants in the age of 15 years old and elder).

4.1.4. For 10-km Nordic walking – KZT 9,000 (nine thousand) (distance for the Participants in the age of 15 years old and elder).

**4.2.** The registration of the Participant for the Competition shall be deemed successfully completed upon full payment of the Registration Fee (hereinafter also as “Payment for Participation or Entry Fee”), following which the Website automatically redirects the Individual to the payment gateway, where the Individual selects one of the proposed methods of payment of the Registration Fee: Bank Card (Master Card, Visa). If no payment is made, the registration will be automatically cancelled in 5 (five) calendar days.

**4.3.** The payment of the Registration Fee shall be crediting of the funds to the Organizer’s current account in the local currency – tenge (KZT).

**4.4.** The Registration Fee shall not include the costs for the use by the Individual, who wished to participate in the Competition, of the electronic payment means upon payment of the Registration Fee (charges, services fees and other possible fees in favour of the third parties), including under the agreements made by the Organizer with the agents and/or subagents for the purpose of acceptance of the Registration Fees. These costs shall be covered by the Individual at his/her own discretion and at his/her own expense.

**4.5.** The Individual’s travel and other costs in connection with the participation in the Competition shall not be included in the Cost of Participation in the Competition under this Offer, and shall not be reimbursable by the Organizer.

**4.6.** By paying the Registration Fee, the Individual acknowledges his/her full and unconditional acceptance of this Offer, including all appendices thereto.

**4.7.** The Organizer shall use the Registration Fees received in accordance with this Offer for the preparation of the Participants’ Starter Kits, each of which consists of the accessories as follows:

4.7.1. One BIB number;

4.7.2. One Result Fixing Chip;

4.7.3. One bag;

4.7.4. Four pins.

The accessories above, being a part of the Starter Kit of each Participant, are made and completed by the order of the Organizer. However, the Organizer shall, at its own discretion, choose the contractor, materials, colors and other parameters of the accessories above without prior approval of the Participant.

**4.8.** The Participant understands and acknowledges that the funds received by the Organizer from him/her are applied towards the Competition for preparation of the run, purchase of the necessary inventory, materials, transportation service of the Participants along the run route, medical support, preparation and marking of the route, payment of the arbitrator and maintenance staff’ fees, arrangement of the catering points for the Participants along the run route, awarding of the winners and medal winners, manufacturing of the sports attributes, transfers to the start point, catering of the Participants, other expenditures, and for which reason the full return of the funds is impossible, as well as if it is impossible for the Participant to participate in the Competition due to the force majeure circumstances.

**4.9.** The Organizer shall not return the Registration Fees, including without limitation:

4.9.1. if the Participant is not able to participate in the Competition and/or the Run due to the foreseen or unforeseen leaving the place of the Competition and/or the Run, as well as due to the illness of the Participant or his/her relative, who needs care;

4.9.2. if the Participant is not able to finish the distance of the Run or stay within the specified time limit.

**4.10.** The Organizer shall make a photo- and video shooting of the Competition. Pursuant to Article 145 of CC RK, subject to the requirements of Paragraph 8 Article 15 of CC RK, for the purpose of promotion of the Sports Competitions, as well as the Organizer’s activities, the Participant gives to his/her consent to:

4.10.1. the Organizer and/or any third parties acting on behalf and/or for the benefit of the Organizer to make video or photo shooting of the Participant’s image (photo and/or video) of the Participant’s participation in the Competition;

4.10.2. the Organizer to use the Participant's name, publish, reproduce and distribute the Participant's image and/or other audio-, video-, photo materials obtained as a result of the Competition, which contain the Participant's image, by any methods and any means worldwide in perpetuity, including the right to edit the said materials and transfer them to the third parties.

**4.11.** The Participant gives this consent on a free-of-charge basis for an indefinite term and may not claim any compensation from the Organizer in future.

**4.12.** By accepting this Agreement, the Participant understands that for covering the Competition to be held the Organizer may involve the professional photographers and video operators, who make photo and/or video shooting of both the Participants of the Competition and holding of the Competition and, therefore, form their photo/video bank. The Participant understands and gives his/her consent to the use of the photo and/or video materials obtained during the Competition containing the Participant's image in such photo/video banks. The Participant may purchase the photo and/or video materials of the Competition from such persons – owners of the photo/video banks at his/her own discretion without involvement of the Organizer. All questions 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 at his/own discretion. The Organizer shall not be responsible for the actions of the owners of such photo/video.

## **5. RIGHTS AND OBLIGATIONS OF THE PARTIES**

### **5.1. The Organizer shall:**

5.1.1. The Organizer shall comply with all the terms of this Agreement and the Competition Regulations, other documents executed with the Participant, the requirements of the laws of the Republic of Kazakhstan, where the Competition is held.

5.1.2. The Organizer's obligations under this Agreement shall be valid within the period of the Competition established in the Competition Regulations.

5.1.3. The Organizer shall not be held liable for the life and health of the Competition Participants, as well as the security of their belongings. The Participant understands and acknowledges that the Competition is a sports event involving the substantial physical loads and health risks for any person, including upon concurrence of the various objective and subjective circumstances (weather conditions, general state of health of the Participant, existence of the chronic diseases and underlying risks to them, physical condition of the Participant and participation experience in the runs and similar competitions, quality of the sports apparel of the Participant and other), which the Organizer could not influence.

5.1.4. The Organizer shall under no circumstances be held liable under the accepted Offer for any actions or omissions of the Participants or any third parties and be obliged to compensate any indirect damages or profit of loss of the Participants or any third parties, whether the Organizer could foresee such potential losses or not.

5.1.5. The Organizer may postpone the period of the Competition for a period not exceeding 365 (three hundred and sixty-five) calendar days, having notified the Participants thereof via email specified by the Participant on the Website upon registration, as well as by posting the respective information on the Website.

5.1.6. The Organizer may suspend any Participant from the Event in the Run prior to preparation for the Run, as well as in the course of the Competition and withdraw him/her from the Run, if he finds a breach by the Participant of the terms of this Agreement, the Competition Regulations, the laws of the Republic of Kazakhstan, including the sports and mass cultural events, health protection, nature and environment, fire and electrical safety, anti-terrorism security laws. The suspension of the Participant from the Event shall be made pursuant to the Act of Participant Suspension from the Run in the form prepared by the Organizer.

5.1.7. Provide the Participant with the necessary information on the Competition using the Website.

### **5.2. The Organizer shall have a right to:**

5.2.1. Receive the Registration Fee from the Individual in accordance with Section 4 of this Agreement.

5.2.2. Refuse to execute the Order, cancel the Order, if he has the reasonable grounds, including the lack of the data necessary for provision of the Service, the existence of the signs of the fraudulent

transactions with the payment cards, failure by the Individual to finalize the Order and/or pay the Order and in other cases.

5.2.3. Make any modifications to the Website, suspend its operation if any defects, errors and failures occur, as well as for the preventive maintenance and prevention of any unauthorized access to the Website.

5.2.4. Render the assistance to the Individual/Participant via the Organizer's support service.

### **5.3. The Participant shall:**

5.3.1. The Participant shall comply with all the terms of this Agreement and the Competition Regulations, other documents executed with the Organizer, the requirements of the laws of the Republic of Kazakhstan, by-laws, as well as meet with all legal requirements established by the Organizer brought to the notice of the Participant in any available form.

5.3.2. The Participant shall pay the Registration Fee at the rate, in a manner and within the timelines specified in this Agreement.

5.3.3. The Participant shall register on the Organizer's Website within the timeline and in accordance with the procedure specified on the Website and in the Competition Regulations.

5.3.4. Should the Participant fail to pass the compulsory registration procedure on the Website, be late or fail to participate in the Run through no fault of the Organizer, as well as should the Participant be suspended from the Run due to the breach of this Offer or the Competition Regulations, the Organizer's Service and obligations under this Offer shall be deemed performed (provided) and within the timeline, and the Participant shall be deprived of the right to claim for the return of the Registration Fee.

5.3.5. The Participant shall specify his/her active email address and contact phone upon registration on the Website. This information is used as the Organizer's feedback channel with the Participant. Should the Participant provide any inactive email address or contact phone, as well as any incorrect personal data, the Organizer shall not warrant and be held liable for the performance of the obligations in full.

5.3.6. By accepting this Offer, the Participant acknowledges and warrants that he/she has not any diseases, underlying risks to them, or any medical counterindications preventing or complicating his/her participation in the Run, as well as has adequate level of physical and psycho-emotional trainings for participation in the Competition.

5.3.7. By accepting this Offer, the Participant acknowledges his/her understanding, awareness and hereby advises of his/her consent that:

5.3.7.1. participation in the Run is directly associated with a hazard and risk of injury, including (without limitation) severe injuries of legs and other parts of the body, which, in their turn, may cause a partial or total disability;

5.3.7.2. a harm may be caused to the general state of health and well-being of the Participant;

5.3.7.3. no scope of reasonable monitoring of the Participants, as well as training or protection apparel may not exclude all risks and hazards;

5.3.7.4. a risk and hazard during the preparation and participation in the Run may involve not only the severe injury but also the substantial harm to the Participant's abilities to earn living, participate in the business, social or recreational events, as well as the normal human life in future;

5.3.7.5. taking the hazard of participation in the Run into consideration, he/she understands all the importance of abiding by the Competition Regulations, the Organizer's instructions with regard to the competitive technique in the Run, as well as other rules, and agrees to follow these instructions;

5.3.7.6. by participating in the Competition, the Participant assumes all the risks associated with the participation in the Competition and indemnifies the Organizer, its employees and representatives against any liability and all (any) actions, grounds for actions, payment of invoices, assertion of rights or any claims, which may arise in connection with the participation in the Competition;

5.3.7.7. the above terms of the Offer following its Acceptance serve as assumption by the Participant of the risks and indemnification of the Organizer against all current and future assertion of rights by the Participant's heirs, executors of the will, administrators of the estate, successors and all family members of the Participant against the Organizer, as well as the assertion of rights to the Organizer's property;

- 5.3.7.8. the Organizer advised, warned and cautioned the Participant that he/she may be severely injured, paralyzed or die during the participation in the Run;
- 5.3.7.9. the above terms of the Offer are of importance;
- 5.3.7.10. the Participant gave his/her permit and consent to participate in the Competition.
- 5.3.8. The Participant shall specify upon registration on the Website and taking other actions stipulated by the Offer and the Competition Regulations, the actual personal data, including surname, name, patronymic name, telephone number and email address, passport number (identity document), as well as advise the Organizer in writing of change in such details in advance, otherwise the Organizer shall not be held liable for failure to perform or improper performance of the obligations following such actions (omissions) of the Participant.
- 5.3.9. The Participant understands that the Run is a sport, recreational, cultural event, is not aimed at deriving of profit by the Participants, is not of commercial nature for the Participants and the judges and is not intended for deriving of the material benefits by them.
- 5.4. The Participant shall have a right to:**
- 5.4.1. Receive a Service stipulated in this Agreement from the Organizer in accordance with the terms of this Agreement.
- 5.4.2. Receive a necessary information on the Service and the Order.

## **6. PROCEDURE FOR MAKING THE ORDER, CHANGES**

- 6.1.** The Individual shall read all the terms of this Agreement prior to making the Order on the Website. Should the Individual does not understand any terms of the Offer, the Individual shall prior to making the Order clarify the terms, which are not clear for him/her, with the Organizer. The Individual/Participant may ask questions relating to making the Order, the terms of participation in the Competition or the Competition to the Organizer:
- 6.1.1. by email: [info@qazaqmarathon.kz](mailto:info@qazaqmarathon.kz);
- 6.1.2. by WhatsApp +7 7000 42 21 10 during the working hours specified on the Website.
- 6.2.** The Individual shall make the Order on the Website on his/her own.
- 6.3.** Having read the terms of the Offer, and in case of their acceptance, the Individual shall make the Order via the Website as follows:
- 6.3.1. Filling out the “Register” electronic form proposed by the Website with selection and filling out the compulsory options and fields, in particular:
- “Choose a Distance”: “2 km”, “5 km”, “10 km”, “10 km Nordic Walking”;
  - Filling out all fields starred (“\*” sign): “Surname”, “Name”, “Sex”, “Date of birth”, “Mobile phone”, “Country”, “City”, “E-mail”, “Emergency contact”;
  - Selecting all options, where it is necessary to tick the box (“v” sign): “I have read the Competition Regulations and Rules”, “I have read the terms of the Public Offer Agreement”, – Pressing the “Register” button.
- 6.4.** The Orders made on the Website shall be final and payable. All the terms of the Order, including making any changes to the Orders made, as well as other terms of the Order shall be governed by the Offer.
- 6.5.** The deadlines for the acceptance of the Orders by the Organizer:
- 6.5.1. the Organizer shall start accepting the Orders (Registration of the Competition Participants) on 29 July 2024.
- 6.5.2. the Organizer shall stop accepting the Orders (Registration of the Competition Participants) on 20 August 2024 or earlier (if the limit of the Participants specified in the Regulations is achieved).
- 6.6.** The Organizer reserves the right to change the deadline for acceptance of the Orders for participation in the Competition, as well as the limit of the Participants specified in the Regulations, if necessary.
- 6.7.** No Orders of the Individuals shall be accepted on the day of the Competition. Only the Participants, who registered electronically (accepted the Offer) on the Website in the information and telecommunication network Internet within the timelines stipulated in the Offer, may receive the Starter Kit.

## **7. SAFEKEEPING OF THE BELONGINGS**



**7.1.** During the stay at the place of the Competition, the Participant's personal belongings (shoes, outdoor cloths) shall be kept in the special places arranged by the Organizer for this purpose, except for the valuables. The belongings shall be accepted only in the branded bags QAZAQ MARATHON ZHAMBYL 2024.

**7.2.** The valuables (funds in the local currency – tenge and/or other currency, jewelries, jewelries containing the precious metals and precious stones, smartphones, tablets, cameras, video cameras, quadcopters, action cameras, watches and other valuables) belonging to the Participants or other persons shall not be accepted by the Organizer for safekeeping.

**7.3.** The Participant shall at least one hour following the completion of the Competition on his/her own take his/her personal belongings deposited with the Organizer for safekeeping.

**7.4.** The Organizer shall not be held liable for the lost items and items left unattended at the place of the Competition and shall not compensate any damage.

## **8. LIABILITY OF THE PARTIES**

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

**8.2.** The Individual/Participant shall be held liable in accordance with the applicable laws of the Republic of Kazakhstan for the provision of the Organizer with incomplete and/or inaccurate personal information, including the personal data.

**8.3.** The Organizer of the Competition shall ensure the confidentiality of the personal data to be provided and the non-disclosure of these data to any third parties. The Organizer shall warrant that the personal data of the Individuals/Participants to be processed, stored and protected in accordance with the requirements of the applicable laws of the Republic of Kazakhstan.

**8.4.** The Organizer shall not be held liable for the improper provision of the Service if it arose from the inaccuracy, inadequacy or untimeliness of the data provided by the Participant, as well as other breach of the terms of this Agreement by the Participant.

**8.5.** The Organizer shall not be held liable for the inconsistency of the Service provided with the Participant's expectations and/or his/her subjective assessment, such inconsistency with the expectations and/or negative subjective assessment shall not be the reasons to believe the Service provided improperly or not within the scope agreed.

**8.6.** The Organizer shall not be held liable for any losses and moral harm caused to the Participant as a result of misunderstanding or failure to understand the information on the procedure for making the Order, payment of the Registration Fee, receipt of the Starter Kit, presence at the Competition, as well as receipt and use of the Service within this Agreement.

**8.7.** The Organizer shall not be held liable for the complete or partial failure to perform the obligations under this Agreement if it arose from the force majeure circumstances occurred after the effective date of this Agreement as a result of the extraordinary events, which the Parties could neither foresee nor prevent using the reasonable efforts (force majeure), natural disasters (earthquake, flood, hurricane); wind gusting to over 15 meters per second (inclusive); other circumstances, events, phenomena, which the Commission for Emergency Situations of the Ministry of Internal Affairs of the Republic of Kazakhstan deems extraordinary and warns on their potential occurrence; fire; mass diseases (epidemics); restrictive measures imposed by the government authorities, including quarantine; strikes, military actions, conflicts and coups; civil commotions; acts of terrorism; acts of sabotage; transportation limitations; governmental bans; trade bans, including with the certain countries due to the imposition of the international sanctions; acts, actions, omissions by the government authorities, local government authorities; as well as other circumstances beyond the reasonable control of the Parties, rendering it impossible to perform the obligations under this Agreement, which the Parties should not have foreseen and prevented and could not foresee and prevent using the reasonable efforts.

**8.8.** The Organizer shall not be held liable for the Participant's life and health, as well as the security of his/her belongings. The Participant shall make decision on participation in the Competition at his/her own discretion and shall be fully liable for the consistency of his/her physical abilities with the distance of the Run chosen.

**8.9.** The Organizer shall under no circumstances be held liable under the accepted Offer for any actions or omissions by the Participants or any third parties and shall not compensate any indirect loss or loss of profit of the Participant or any third parties, whether the Organizer could foresee such losses or not.

**8.10.** The Organizer shall not be held liable for:

8.10.1. lost, damaged, incorrectly addressed, incomplete, incorrectly filled out or submitted with delay Orders;

8.10.2. operational disorder, failures of the equipment;

8.10.3. difficulties or errors upon transfer of the data by means of telephone, electronic or other hardware communications;

8.10.4. improper operation of the hardware or software;

8.10.5. any harm caused to the persons participating in the Competition, whether it is caused as a result of loss of documents, sending of the communication and documents to the Organizer at the wrong address, error in processing of the Order, or missing of the Participant in the list of winners.

**8.11.** The Organizer shall not be held liable for the physical and psychological condition of the Participant, his/her readiness to efficiently participate in the Competition, except for the case of gross negligence or intent. The Organizer shall not be held liable, if the Participant causes damage to himself/herself during his/her participation in the Competition.

**8.12.** The Organizer shall not be held liable for any potential short-received profit, income, feeling unwell, loss of data, disability (direct or indirect), as well as any indirect health damage caused in connection with or as a result of participation of the Participant in the Competition, including the Run.

**8.13.** The Organizer shall not be held liable for the damage caused to the Participant in connection with the loss of his/her belongings (personal belongings), which were not transferred to the Organizer for safekeeping in accordance with the procedure established by this Offer, as well as left unattended.

**8.14.** The Organizer shall under no circumstances be held liable for the delay or failure to perform the obligations set forth in this Offer if such delay and failure arose from the circumstances beyond the reasonable control of the Organizer (directly or indirectly) such as suspension of the works and strike, accidents, force majeure circumstances, failure of the hardware and (or) software, disruptions in the communication channels, non-approval of holding the Competition by the government authorities or a withdrawal of the approval of holding the Competition by the government authorities.

## **9. SPECIAL TERMS**

**9.1.** The Organizer advises against the participation of the Individuals/Participants with the cold-related diseases, respiratory diseases, excess weight, chronic illness during the acute condition, joint diseases (for example, arthritis or osteochondrosis vertebralis), trouble seeing (for example, progressive myopia, glaucoma, amblyopia and fundus diseases), heart diseases (for example, congenital heart disease, cardiac rhythm disorder, recent heart attack), hypertonia (elevated blood pressure), bronchial allergy, varicose veins, central nervous disease (for example, stroke), chronic fatigue, which may evidence the existence of any disease, physically untrained for the Run for the distance chosen, as well as the pregnant women and women with heavy menses, in the Run within the Competition.

**9.2.** The Organizer strongly recommends the Individual prior to the acceptance of this Offer, as well as the Participant immediately prior to the Run, to have a medical checkup for determination of any existing medical contraindications for the Run at his/her own. Should there be one or more medical contraindications for the Run, the Organizer recommends the Individual/Participant to refuse from the participation in the Run within the Competition.

**9.3.** The Organizer recommends the Individual, prior to the acceptance of this Offer, choose a distance of the Run, which is consistent with his/her physical abilities.

**9.4.** Should the existence of one or more contraindications for participation in the Run (both prior to the acceptance of the Offer and immediately prior to the start of the Run) be determined, the Individual/Participant shall notify the Organizer thereof in writing in order the latter to make a decision on his/her admission or non-admission to the participation in the Run within the Competition. Should no such communication be received from the Individual/Participant, by accepting the Offer and going to the start line (starting the Run) at the place of the Competition, the

Individual/Participant automatically acknowledges to the Organizer that he/she has no medical counterindications for the participation in the Run and his/her physical condition is consistent with the distance of the Run chosen. Having failed to have a medical checkup and/or to notify the Organizer of the existing medical counterindications for the participation in the Run in writing, the Individual/Participant whereby assumes all the risks associated with the potential injury to his/her life and health.

**9.5.** However, by accepting the Offer, the Individual shall provide the Organizer with a signed acknowledgment of health and participation. Note: the form of acknowledgement shall be provided by the Organizer of the Event.

**9.6.** Should the government authorities impose the strict requirements for holding the Competition, including those related to the spread of the novel coronavirus infection (COVID-2019), the Individual/Participant shall consider and strictly observe them (keep a social distance and wear a medical mask protecting the respiratory system (at the place of issue of the Starter Kits and the place of the Competition), have a valid certificate of vaccination or exposure to the novel coronavirus infection in past (QR code), PCR test, identity document and/or meet with other compulsory requirements for the Competition) available.

**9.7.** The Individual gives his/her consent to receive the informational newsletters and advertising materials from the Organizer to the email address and contact telephone specified by the Individual upon making the Order on the Website. The consent to receive the informational newsletters and advertising materials may be revoked by the Individual/Participant at any time by the respective written notice to the Organizer.

**9.8.** The Parties acknowledge that the following terms are not essential for them upon entering into this Agreement:

9.8.1. Place, date and time of the Competition;

9.8.2. Place, date and time of issue of the Starter Kits. However, the Parties agree that the Competition shall be held in Taraz.

## **10. FORCE MAJEURE**

**10.1.** The Parties shall not be held liable for the partial, complete or improper performance of their obligations under this Agreement if the proper performance was impossible due to the force majeure circumstances, i.e. extraordinary and unavoidable under these conditions, such as natural disasters, fires, hurricanes, military actions, revolutions, strikes, amendments to the laws, adoption of the legal acts preventing the performance of the obligations under this Agreement. The Parties shall also deem a failure to approve the holding of the Competition by the government authorities or a withdrawal of the approval of holding the Competition by the government authorities as the force majeure circumstances.

**10.2.** Upon occurrence of the force majeure circumstances, the Party claiming such circumstances shall notify the other Party thereof. Otherwise, the Party shall be deprived of the right to claim the said circumstances as a ground for releasing of the liability for failure to perform its obligations under the Agreement. The Organizer may notify the Participant of the force majeure circumstances occurred by posting the respective information on the Website.

**10.3.** Upon occurrence of such circumstances, the deadline for the performance of the obligations shall be postponed in proportion to the duration of such circumstances.

## **11. APPLICABLE LAWS AND DISPUTE SETTLEMENT**

**11.1.** The provisions of this Agreement shall be governed by the laws of the Republic of Kazakhstan.

**11.2.** The Parties shall use their best efforts to settle all disputes and disagreements, which may arise out of performance or interpretation of this Agreement, by means of negotiations or exchange of communications.

**11.3.** All disputes and disagreements within this Agreement shall be settled by means of negotiations. The disputes shall be settled in accordance with the procedure established by the laws of the Republic of Kazakhstan at the Organizer's location. The applicable laws shall be the norms of substantive laws of the Republic of Kazakhstan.

## **12. FINAL PROVISIONS**

**12.1.** This Agreement shall become effective from the date of its acceptance by the Participant in accordance with the procedure established by Article 3.1. of this Agreement, and shall be valid until the Parties perform their obligations in full or its termination.

**12.2.** This Agreement is an open and public document and may be amended by posting the revised version on the Organizer's Website (<https://www.qazaqmarathon.kz/>). Should the Participant fail to approach to the Organizer (or its representative) with a proposal to terminate this Agreement due to the amendments made, the amendments made shall be deemed accepted by the Participant.

**12.3.** Should the details of one of the Parties, including the email addresses, be changed, the Party shall immediately notify the other Party thereof. Otherwise, the performance by the Party of its obligations according to the previous details shall be deemed the proper performance of its obligations under the Agreement. The Organizer may notify the Participant of the change in the email address by posting the respective information on the Website.

**12.4.** By accepting the Offer, the Individual acknowledges that he/she has a personal access to the email specified by him/her upon making the Order on the Website in electronic form, and shall keep it confidential not transferring it to any third parties until the Parties perform this Agreement in full.

**12.5.** This Agreement may be terminated upon agreement between the Parties, as well as for any other reasons provided for by this Agreement and the laws of the Republic of Kazakhstan.

**12.6.** By accepting the Offer, the Individual fully and unconditionally accepts all the terms of this Offer, the final amount due and payable, including all taxes and charges.

**12.7.** Should any provision be held by any competent court to be illegal or invalid in accordance with the applicable laws of the Republic of Kazakhstan, such provision (to the extent that is illegal or invalid) shall be deemed not included in this Agreement, however, shall not invalidate the remaining provisions of this Agreement.

## **13. INFORMATION ON THE EVENT ORGANIZER**

### **ORGANIZER:**

### **QAZAQ MARTHON CF**

BIN: 240 540 010 251

Legal address: 263, Bogenbai Batyr Str., Almaty, Republic of Kazakhstan.

Actual address: 141, Abylai Khan Ave., office 213, Almaty, Republic of Kazakhstan.

Monday-Friday: 09:00-18:00.

Bank Details: IIC/IBAN (KZT): KZ90551B528000026KZT

Bank: Bank Freedom Finance Kazakhstan JSC

BIC/SWIFT KSNVKZKA

e-mail: [info@qazaqmarathon.kz](mailto:info@qazaqmarathon.kz)

Telephone/WhatsApp: +7 7000 42 21 10

Social media:

<https://www.instagram.com/qazaqmarathon/>

<https://www.facebook.com/profile.php?id=61557668045818>

<https://www.linkedin.com/company/qazaq-marathon/>