

CONTRACT - PUBLIC OFFER

1. Regulatory provisions.

The Civil Code of the Republic of Kazakhstan (hereinafter - the Civil Code of the Republic of Kazakhstan). Extractions.

Article 395. Offer

1. An offer is an offer to conclude a contract made to one or more specific persons, if it is sufficiently definite and expresses the intention of the person who made the offer to consider himself bound in the event of its acceptance (acceptance). The offer is sufficiently definite if it specifies the essential terms of the contract or the procedure for determining them.

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 is considered not received.

3. The offer received by the addressee may not be withdrawn within the time period established for its acceptance, unless otherwise stipulated in the offer itself or does not follow from the substance of the offer or the situation in which it was made.

4. Advertising and other offers addressed to an indefinite circle of persons are considered as an invitation to make offers, unless otherwise explicitly stated in the offer.

5. An offer containing all the essential terms of the contract, from which the will of the person making the offer is seen to conclude a contract on the terms specified in the offer with anyone who responds, is recognized as an offer (public offer).

Article 396. Acceptance

1. Acceptance is the response of the person to whom the offer is addressed, about its acceptance. Acceptance must be complete and unconditional.

2. Silence is not an acceptance, unless otherwise follows from a legislative act, a custom of business turnover or from previous business relations of the parties.

3. The commission by the person who received the offer, within the period established for its acceptance, of actions to fulfill the terms of the contract specified in it (shipment of goods, provision of services, performance of works, payment of the corresponding amount, etc.) is considered acceptance, unless otherwise provided by law or specified in the offer.

4. If the notice of withdrawal of the acceptance was received by the person who sent the offer earlier or simultaneously with the acceptance itself, the acceptance is considered not received.

2. General provisions.

2.1. This document is a contract - a public offer of the Corporate Fund "Courage to be the first", represented by Executive Director Kazybayeva Saltanat Nurtasovna, acting on the basis of the Charter, 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 paragraph 5 of Article 395 of the Civil Code of the Republic of Kazakhstan, in case of acceptance of the conditions set out below and payment for the Operator's services, an adult individual who accepts this Offer becomes a Participant (in accordance with paragraph 3 of Article 396 of the Civil Code of the Republic of Kazakhstan, acceptance of the Offer is equivalent to concluding a contract on the terms set out in the Offer), and the Organizer and Participant jointly - the Parties to the contract - a public offer.

2.3. In connection with the above, 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.

2.4. 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.

2.5. The Organizer is responsible for compliance of the information specified in this document with the current legislation of the Republic of Kazakhstan, as well as actual circumstances.

3. Subject of the contract.

3.1. The subject of this agreement is to provide a person wishing to take part in the Almaty Half Marathon 2022 competition organized by the Organizer on April 17, 2022 (hereinafter referred to as the "Competition") with services in the form of organizing and conducting the Competition in the manner and on the terms provided for in this agreement, the Regulations on conducting the Competition, including, but not limited to, registration services as a Participant.

3.2. During the registration process for the Competition, the Participant through the personal account registered on the Organizer's website: <https://www.almaty-marathon.kz/> (hereinafter also referred to as the "Personal Account"), has the right to purchase related products and services (additional options).

3.3. The description of the Competition, the characteristics of the Competition, the duration of the Competition, the main provisions of the Competition, the rules of participation in the Competition are specified in the Regulations on the conduct of the Competition posted on the Organizer's Website <https://www.almaty-marathon.kz/>, which the Participant must familiarize himself with during the registration process for the Event.

3.4. Rules of online registration for the Competition, carried out by the Participant through the Personal Account:

3.4.1. Registration of a Participant for the Competition is considered successfully completed upon full payment of the registration fee (hereinafter also referred to as "Participation Fee or Entry Fee").

3.4.2. Re-registration of a Participant for another event, that is, taking into account the amount of the Participation Fee paid by the Participant for participation in the Competition as a Participation Fee for participation in another event is not allowed.

3.5. By accepting the terms of this agreement, the Participant confirms that during the Competition he will never, under any circumstances, intentionally create situations that may cause harm to other participants of the Competition, the Organizer (his employees) and sponsors of the Competition, outsiders, as well as their property.

3.6. The participant is obliged to independently monitor his health and undergo a medical examination for the presence of contraindications to prolonged physical exertion.

The participant confirms that he has checked his health status regularly, is physically fit to participate in the Competition and does not have any contraindications to this.

Accepting the terms of this agreement, the Participant:

- undertakes not to take part in the Competition in case of deterioration of his health by the date of the Competition/on the date of the Competition;

- is aware and understands the complexity of the Competition and confirms that he has sufficient technical knowledge and experience in passing the declared distance of the Competition and that he is physically and mentally prepared to participate in the Competition;

- is aware of the fact that as a result of his participation in the Competition, adverse consequences for his health may occur, the Participant bears responsibility for his own safety and health independently.

- confirms that the Organizer will not be liable in the event of the Participant's death or injury during the Competition, loss or damage to the Participant's property, as well as for any physical damage to the Participant that occurred during the Competition. The participant voluntarily and knowingly waives any material and other claims and requirements to the Organizer and sponsors of the Competition. This

disclaimer applies to the possible heirs and guardians of the Participant and is valid before, during and after the Competition;

- does not object to providing him with first aid if necessary.

4. Photo and video shooting. Personal data.

4.1. The Organizer takes photos and videos of the Competition.

In accordance with Article 145 of the Civil Code of the Republic of Kazakhstan, taking into account the requirements of paragraph 8 of Article 15 of the Civil Code of the Republic of Kazakhstan, in order to popularize sports events of the CF "Courage to be the first", as well as the activities of the Organizer, the Participant gives the Organizer his consent:

- for the Organizer and/or third parties acting on behalf of and/or in the interests of the Organizer to take video and photograph the Participant's image (photo and/or video clip) of the Participant's participation in the Competition;

- To the Organizer for the use of the Participant's name, for the publication, reproduction and distribution of the Participant's image and/or other audio, video, and photographic materials obtained as a result of the Competition, in which the Participant is depicted, by any means and by any means without limitation on the term and territory of use, including the right to edit these materials and transfer them to third parties.

The Participant provides this consent free of charge for an indefinite period and has no right to demand compensation in any form from the Organizer in the future.

4.2. By accepting the terms of this agreement, the Participant understands that in order to cover the Competition, the Organizer may involve professional photographers and videographers who take photos and/or videography of both the participants of the Competition and the process of the Competition, and form their photo/video bank accordingly. The Participant understands and gives his consent to the use of photos and/or video materials obtained during the Competition, which depict the Participant in such photo/video banks. At the discretion of the Participant, photos and/or video materials of the Competition can be independently purchased by him from such persons - owners of photo/video banks without the involvement of the Organizer. All questions about the placement of photos and/or video materials in such photo/ video banks should be sent by the Participant independently to the owners of these resources. The organizer is not responsible for the actions of the owners of such photos/videos.

4.3. The Participant is responsible for providing complete and reliable data about himself.

4.4. The Participant does not object to receive short text messages (SMS) and/or e-mail (e-mail) from the Organizer or a person authorized by the Organizer with information about the Competition, with other information concerning the Participant and related to the Competition.

4.5. Pursuant to Articles 7 and 8 of the Law of the Republic of Kazakhstan dated May 21

2013 No. 94-V "On personal Data and their protection", by filling out the registration form for participation in the Competition and joining this agreement, the Participant gives his consent to the collection and processing of his personal data to the Organizer, who is also the operator of the Internet platform: <https://www.almaty-marathon.kz/>, where the Participant's Personal Account is located.

The processing of personal data refers to actions aimed at the accumulation, storage, modification, addition, use, dissemination, depersonalization, blocking and destruction of personal data of the Participant. The processing of the Participant's personal data is carried out solely for the purpose of ensuring the registration of the Participant for participation in the Competition and the subsequent sending to the Participant of short text messages (SMS) or e-mail (e-mail) with information about the Competition, with other information related to the Participant and related to the Competition.

The date of the consent to the processing of the Participant's personal data is the date of sending the registration form to the Organizer via the Personal Account. The consent is valid for 5 (five) years from the date of transfer of the Participant's personal data.

By accepting the terms of this agreement, the Participant confirms and agrees to provide, at the request of the Organizing Committee of the Organizer, documents confirming the information specified during registration in the Personal Account (a copy of the Participant's identity document / the original

Receipt for participation in the Competition).

The consent to the processing of personal data may be revoked by the Participant by sending an email to the Organizer: info@almaty-marathon.kz a written statement in any form about the withdrawal of consent to the processing of personal data.

5. Responsibility of the Parties

5.1. For non-performance or improper performance of this agreement, the Parties are responsible in accordance with the terms of this agreement and the current legislation of the Republic of Kazakhstan.

5.2. The Organizer (his employees) and/or third parties involved by him are not responsible for the life and health of the Participant, any losses, damages, damage caused to the Participant within the framework of the Competition, which arose in case of non-compliance by the Participant with the Regulations on the conduct of the Competition and safety regulations approved by the Organizer and /or failure to provide the Organizer with relevant information about the contraindications available to the Participant to participate in the Competition.

5.3. The Organizer (his employees) and/or third parties involved by him are not responsible for the loss of the Participant's personal property along the entire route of the Competition.

5.4. The Organizer is released from liability for partial or complete non-fulfillment of obligations under this agreement, including cancellation of the Competition, if it was the result of force majeure circumstances. The circumstances of force majeure include the following: natural disasters (earthquake, flood, hurricane); wind gusts over 15 meters per second (inclusive); other circumstances, events, phenomena that the Ministry of Internal Affairs of the Republic of Kazakhstan recognizes as emergency and warns of their possible occurrence; fire; mass diseases (epidemics); restrictive measures of state authorities, including the introduction of quarantine: strikes; military actions, conflicts and coups; civil unrest; terrorist acts; sabotage; restrictions on transportation; prohibitive measures of states; prohibition of trade operations, including with individual countries, due to the adoption of international sanctions; acts, actions, inaction of state authorities, local self-government; as well as other circumstances beyond the will of the Parties that make it impossible to fulfill obligations under this agreement, which the Parties should not and could not have foreseen and prevented by reasonable measures.

5.5. Upon the occurrence or threat of the occurrence of the above circumstances, as a result of which the Competition is subject to cancellation, all information about this at the discretion of the Organizer will be posted on the Organizer's website and / or the Participant will be notified by the Organizer by SMS message to the phone number or email address specified during the registration process.

5.6. Upon the occurrence of force majeure circumstances, the term of performance of the obligations of the Parties under this agreement is extended for the period of validity of these circumstances and their consequences. Payment for participation in the Competition at a later date. The exact date will be announced later.

5.7. The relevant documents issued by the authorized competent authority and/or organization of the Republic of Kazakhstan will serve as the appropriate evidence confirming the effect of the above circumstances.

5.8. If the force majeure circumstances specified in clause 5.4. of this Agreement will be valid for more than 8 (eight) months and the new date of the Competition cannot be determined by the Organizer due to the continuing effect of this or that force majeure circumstance and/or its consequences, the Organizer will transfer the Fee for participation in the Competition to the same event for the next year.

6. Dispute Resolution

6.1. The law applicable to this agreement is the law of the Republic of Kazakhstan. Issues not regulated by this agreement are subject to resolution in accordance with the legislation of the Republic of Kazakhstan.

6.2. All disagreements and disputes within the framework of this agreement are resolved by the parties through negotiations, disputes are subject to resolution in accordance with the procedure established by the legislation of the Republic of Kazakhstan, at the location of the Organizer.

7. Validity period and other terms of this agreement

7.1. This agreement comes into force from the moment of its acceptance by the Participant in accordance with the procedure established in paragraph 2.2. of this Agreement, and is valid until the Parties fully fulfill their obligations or until its termination.

7.2. This Agreement is an open and publicly available document and may be amended by publishing an amended version on the Organizer's website (<https://www.almaty-marathon.kz/>). If the Participant has not contacted the Organizer (or his representative) with a proposal to terminate this agreement in connection with the changes made, then the published changes are considered accepted by the Participant.

7.3. This agreement may be terminated by agreement of the Parties, as well as on other grounds provided for by this agreement and the legislation of the Republic of Kazakhstan.

7.4. If any provision is recognized by a competent court or invalid in accordance with the current legislation of the Republic of Kazakhstan, such provision (to the extent that it is illegal or invalid) is considered not included in this agreement, but does not invalidate the remaining provisions of this agreement.

8. Details of the Organizer

Organizer:

Corporate Fund "Courage to be the first"

Legal and actual address: Republic of Kazakhstan, Almaty, Al-Farabi Avenue, building 5, Pavilion 1A, room No. 6

Phone 8 (727) 311-51-85

Electronic почта: info@almaty-marathon.kz

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