

Public contract

(rules of use of the site <https://kyivmarathon.org/> and <https://runukraine.org/>)

Kyiv

Version as of April 27, 2023

This Public Agreement (hereinafter the Agreement or the Rules) is an official offer of the NGO "Run Ukraine" to any legal entity or individual to use the <https://runukraine.org/> website for the purchase of goods (services) of a sports event.

These Rules are a Public Offer Agreement as stipulated in Art. 633, 641, 642 of the Civil Code of Ukraine, in which one party is the NGO "Run Ukraine," EDRPOU code 39913783, address: 04119, Kyiv, 4A Zoolohichna str., office 139 (hereinafter - NGO "Run Ukraine" or the Organizer) publicly offers any person who accepted this offer (hereinafter - User, Participant) the opportunity to use the website <https://runukraine.org/> (hereinafter - the Website) to purchase goods (services) offered on the Website (hereinafter, the NGO "Run Ukraine" and the User together are referred to as the Parties, and each individually as a Party). This Agreement is published for this reason and is addressed to an unlimited number of persons about the following.

This Agreement is concluded by providing complete and unconditional consent (acceptance) of the User to conclude the Agreement in its entirety, without signing a paper copy of the Agreement by the Parties, has legal force, and is equivalent to the Agreement signed by the Parties.

1. TERMS AND DEFINITIONS

Capitalized terms in this Agreement have the following definitions:

1.1. **Public offer contract** - this contract, the offer of the NGO "Run Ukraine" (set out on its website <https://kyivmarathon.org/> addressed to an unlimited number of persons per Article 641 of the Civil Code of Ukraine to conclude this contract on the terms specified therein.

1.2. **Website Owner** is the NGO "Run Ukraine," EDRPOU code 39913783, address: 04119, Kyiv, 4A Zoolohichna str., office 139 (hereinafter referred to as NGO "Run Ukraine").

1.3. **User (Participant)** is an individual, legal entity, or individual entrepreneur registered to participate in a sports event per the established procedure on the Website or purchases goods offered on the Website, having accepted the terms of this Agreement in full. The user who

purchased participation in a sports event on the Website is also referred to in this Agreement as a Participant.

1.4. **The Race Organizer or NGO "Run Ukraine"** is a public, non-profit organization that was created and operates under the Constitution of Ukraine, the Law of Ukraine "On Public Associations," other legislative acts, and its Statute, the activity of which is aimed at the development of the running movement in Ukraine and promoting the development of sports in Ukraine as a whole, increasing the level of physical culture and accessibility of mass sports for the citizens of Ukraine. In order to achieve its statutory goals and objectives, NGO "Run Ukraine" organizes and conducts sports events, including international ones, and cooperates on a contractual basis with central bodies of executive power which implement state policy in the field of physical culture and sports, local self-government bodies, territorial communities, mass media, sponsors, benefactors, and charitable organizations, other legal entities and individuals;

1.5. **Partner** – legal entities, individual entrepreneurs that are direct partners of NGO "Run Ukraine" and are authorized persons on behalf of NGO "Run Ukraine" that provide services for the sale of goods/services to Users, delivery (distribution) of Goods, provision of Services and informational support of Users.

1.6. **Acceptance** - the provision by the Participant of full and unconditional consent to the conclusion of this Agreement in its entirety, without the signing of a paper copy of the Agreement by the Parties.

1.7. **Services** – a Service or several Services provided by Partners to register the User to participate in a sports event organized and conducted by the NGO "Run Ukraine."

1.8. **Event (or in the plural - Events) or Race** - a sports event chosen by the User, organized by the NGO "Run Ukraine," in which participants are invited to overcome various distances and in which the NGO "Run Ukraine" or its Partners provide services under the terms of this Agreement.

1.9. **An event in the online format** is an event in which registered participants run individual races on distances chosen during registration and overcome such distances on the date of the Event, but the time, place, and route of the race are selected by the participant himself.

1.10. **Participant's starter pack** - a race participant's package for participation in the Event. The contents of the starter pack are determined by the Event organizer in the Race Regulations and depend on the chosen type of race.

1.11. **Race rules** - "RUN UKRAINE RACE RULES," as well as "Race Regulations," the current versions of which are posted on the Internet on the web page of the relevant Event, which can be accessed via the link at <https://runukraine.org/>, which are a form of public contract between the organizer and the participant, which determine the detailed conditions of participation in the Event, requirements for the Event participants, failure to comply with which may lead to the participant not being allowed to participate in the Event or to

disqualification. Registration for participation in the Event confirms that the participant has read and agreed to the Race Rules.

1.12. **Product and/or Service** – offers in the Store located on the Internet at the address <https://runukraine.org/shopping>.

1.13. **Website** - a website on the Internet:

- <https://runukraine.org>, which contains the terms of participation in the Event through which the User is registered;

- <https://runukraine.org/shopping>, where the Goods are purchased.

1.14. **Store** – a list of Goods intended for sale with their description and usual price, which is freely available on the website <https://runukraine.org/shopping>.

2. BASIC PROVISIONS

2.1. This Agreement is considered concluded from the moment the User confirms his agreement with its terms by setting the appropriate mark during the procedure of purchasing the Goods and/or Services offered on the Website.

2.2. The agreement applies to the entire territory of Ukraine, except for temporarily occupied territories (including the territory of Crimea), territories in which state authorities temporarily do not exercise their powers, as well as in the territory of settlements located in places of hostilities.

2.3. The fact of setting the corresponding mark, as indicated in clause 2.1., means the User's full and unconditional agreement with the terms of this Agreement, after which the relations between the NGO "Run Ukraine" and the User are regulated by the provisions of this Agreement, and in part not regulated by this Agreement - the norms of the current legislation of Ukraine.

2.4. NGO "Run Ukraine" reserves the right to make any changes and additions to the Agreement, displaying the changes made on the website <https://kyivmarathon.org/> without additional notice to the User. If the User continues to use the Website services, it is considered that he has read and accepted the changes and additions. In case of disagreement with the changes made, the User is obliged to stop using the Website services.

2.5. In case of Agreement violation by the User, NGO "Run Ukraine" sends a notification to the Participant about the nature of the breach and proposals to eliminate this violation.

2.6. The Participant has the right to receive information about the Events in one of the following ways:

2.6.1. Online <https://runukraine.org>;

2.6.2. by the contact center phone +380-67-407-40-13 or by email at registration@runukraine.org;

2.6.3. another way

2.7. The Participant has the right to receive information about the purchased Goods/Services and the planned Events in which he has purchased participation.

2.8. NGO "Run Ukraine" is not responsible for a non-acquaintance or improper acquaintance of the Participants with the official Rules of participation in the Event, as well as for the Participants' provision of incomplete and/or incorrect contact information or other data necessary to obtain the Goods/Services.

2.9. In accordance with the requirements of the Law of Ukraine "On Electronic Commerce," by filling out the registration form, each Participant gives the NGO "Run Ukraine" and the Partners their consent to receive information from Partners and third parties who cooperate or on behalf of the NGO "Run Ukraine," by e-mail, including commercial e-mails, to the e-mail address provided at registration, push notifications, SMS messages, messages in messengers and other formats of information of a commercial/non-commercial nature sent to the contact information provided when filling out this form.

2.10. The Participant agrees that the rules of participation in the Events are established, regulated, and changed by the NGO "Run Ukraine." The User who purchased Participation in the Event is obliged to familiarize himself with such rules.

2.11. The Participant is fully responsible for familiarizing himself with the terms of this Agreement before each use of the Website, as well as with additional rules for the relevant Event.

3. RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1. The User (Event Participant) undertakes to:

3.1.1. Conscientiously use their rights to receive Goods and Services without violating the rights and interests of other persons;

3.1.2. Strictly adhere to the provisions and requirements established by the Race Rules during the Event. The User is required to familiarize himself with the provisions of the Race Rules, the current versions of which are posted on the Internet on the web pages of the relevant Events, and to ensure compliance with them, as well as the availability of all necessary documents for the participant's admission to the Race. NGO "Run Ukraine" and Partners of the Events are not responsible for the participant's failure to acquaint themselves with the provisions of the Race Rules;

3.1.3. To arrive at the Event location on time to receive the participant's starter packs on the day they are distributed. The ownership of the starter pack passes to the Participant on the day of its distribution, regardless of whether it is picked up or not. A Race participant, who did not have the opportunity to participate in the event, can receive a starter pack within 30 calendar days after the Event in person at the office of the Event Organizer by sending a corresponding message to the e-mail: registration@runukraine.org or by leaving a request to send the starter pack to the specified address;

3.1.4. Comply with the Race Rules established by the Event Organizer.

3.2. The Organizer undertakes to:

3.2.1. Inform the User in a timely and proper manner about the postponement or cancellation of the Event;

3.2.2. Maintain the confidentiality of the User's information received at registration / when purchasing Goods and Services;

3.2.3. Make efforts to fulfill its obligations for the uninterrupted operation of the Website and its services.

3.3. The User (Participant) has the right to:

3.3.1. After agreeing to the terms of this Agreement, use the services of the Website;

3.3.2. Be aware of the date and time of the Events, the postponement and cancellation of the Events;

3.4. The organizer has the right to:

3.4.1. Suspend the provision of services on the Website for the purpose of carrying out technical work without notifying the Users;

3.4.2. Collect information about the User's order on the Website in order to notify the User about special offers, promotions, and additional services available on the Website;

3.4.3. NGO "Run Ukraine" reserves the right to deny the User the provision of services or to additionally request copies of the cardholder's documents if there are sufficient grounds to believe that the transaction on the bank card with which the order was paid may be recognized as fraudulent;

3.4.4. NGO "Run Ukraine" reserves the right to initiate the identification procedure at any time by sending a corresponding request to the User.

Identification means receiving from the User the following information and (or) confirming documents (in particular, identity documents):

- User's personal data (last name, first name, patronymic, date of birth, sex, etc.);
- User's passport data (passport (or ID card) series and number, authority that issued the passport, date of passport issuance, citizenship, identification code, etc.);
- User's residential address (country, city, zip code, street, house number, apartment number, etc.).

3.4.5. In order to avoid the illegal use of bank cards when paying, all orders placed on the Website and paid for with a bank card can be checked by the NGO "Run Ukraine." The User who placed such an order is obliged to submit two pages of the cardholder's passport at the request of the NGO "Run Ukraine": a page with a photo (or ID card), as well as a copy of both sides of the bank card (the card number must be closed, except for the last four digits) by e-mail in the form of scanned copies or a high-quality photocopy. In the event that the User does not provide the requested documents within the period specified in the request of the NGO "Run Ukraine," or there are doubts about their authenticity, the NGO "Run Ukraine" reserves the right to cancel the order without refunding the cost without giving a reason.

4. FINANCIAL TERMS AND PAYMENT PROCEDURE

4.1. The User independently chooses a convenient payment method for Goods and Services from among those available for this service.

4.2. The User authorizes NGO "Run Ukraine" to debit from the specified bank account the total price of the order indicated on the Website, including commissions, corresponding mark-ups of payment systems, and the possible conversion amount for all orders through the chosen payment method.

4.3. The User bears full, sole responsibility for all fees and other expenses determined by the bank that may be added to the amount by the bank card issuer.

4.4. The User consents to the processing of their personal payment data.

4.5. The currency of the User's payment card may differ from the transaction currency. In such cases, the issuing bank may convert funds, which depends on the currency of the card, the transaction currency, as well as the tariffs and exchange rates applied by the issuing bank.

4.6. The User bears the costs of paying bank fees, as well as costs in case of additional conversions.

5. UPDATE OF PARTICIPANT'S CONTACT INFORMATION

5.1. The Participant can change the contact information independently through the Website.

5.2. The Organizer checks the data changed by the Participant and, in case of inconsistencies, has the right to request confirmation of the changed data from the Participant.

6. OBTAINING INFORMATION

6.1. The Website, as well as the "Race Regulations," the current versions of which are posted on the Internet on the web page of the relevant Event, are the primary sources of information for the Participant.

6.2. With the help of marketing tools, the NGO "RUN UKRAINE" and/or a person authorized by it can conduct campaigns to research its Participant base, during which it can send electronic and SMS messages to the Participant. If the Participant does not want to receive newsletters from NGO "RUN UKRAINE" and its Partners, they must cancel the corresponding field in the registration form on the Website. Later, the Participant can change their choice on the Website.

7. PERSONAL DATA PROCESSING

7.1. Protecting your privacy when processing your personal data is an important task we pay special attention to during our business processes. Any personal data collected by us is treated confidentially and in accordance with legal provisions. Data protection and information security are part of our corporate policy.

7.2. When a Participant completes the registration form on the Website, they consent to the processing of personal data in accordance with [the Privacy Policy](#). The data contained in the registration form is provided by the individual independently.

7.3. By filling out the registration form on the Website, the individual thereby gives their consent and permission to the NGO "RUN UKRAINE" to collect, process in any way and use the provided personal data free of charge, namely: first name, last name, patronymic, phone number, postal address, e-mail addresses, IP addresses, as well as other data indicated in the registration form or provided independently for participation in the Events, or will be provided to the NGO "RUN UKRAINE" in the future (hereinafter - "Personal Data"). The

Organizer may access such data to fulfill its obligations defined by these Rules. In some cases, personal data may be transferred to third parties, including cross-border data transfer.

There is NO PROCESSING of personal data on racial or ethnic origin, political, religious, or ideological beliefs, membership in political parties and trade unions, as well as data related to sexual life.

Personal data is stored in the database or separately and is used for the purposes of implementing the Program and further marketing activities, exclusively for the purpose of organizing messages and sending informational and advertising materials. This consent is given indefinitely but can be revoked at any time by sending an appropriate request to registration@runukraine.org.

The provision of such consent is stipulated in Art. 296, 301 of the Civil Code of Ukraine and the Law of Ukraine "On Protection of Personal Data."

7.4. A person can revoke consent only in relation to their own data. If an individual wants to withdraw their consent to the processing of personal data, they are to submit a request by e-mail, and all information about this individual will be deleted from the Website without the possibility of restoring the history of registrations, etc.

7.5. By filling out the registration form on the Website, the individual confirms that from the moment of filling out the registration form on the Website, they have been properly informed about the purpose of collecting their Personal Data, the composition and content of the collected data, the rights provided for in Art. 8 of the Law of Ukraine "On the Protection of Personal Data," and the persons to whom the data is transferred.

7.6. If the company owner or manager registers other company employees to participate in the Events, they are required to inform the employees that their personal data will be provided to the NGO "RUN UKRAINE" in accordance with the Privacy Policy. It is considered that consent of these employees to the processing of their personal data has been received in the interests of the NGO "Run Ukraine." Such employees have been informed about the purpose of collecting their Personal data, the composition and content of the collected data, the rights provided for in Art. 8 of the Law of Ukraine "On the Protection of Personal Data," and persons to whom personal data is transferred.

8. LIABILITY FOR BREACH OF CONTRACT

8.1. The Parties bear the responsibility provided for by the current legislation of Ukraine for non-fulfillment or improper fulfillment of obligations in accordance with this Agreement.

8.2. In case of non-admission or disqualification of the Participants due to violation of the Race Rules, or in case of non-participation in the Event for any reason beyond the control of

the NGO "Run Ukraine," the money paid by the Participant will not be refunded, and no fines will be imposed on the NGO "Run Ukraine."

8.3 . The participant is independently responsible for their life and health or for the life and health of their representatives who are to participate in the Event.

8.4. NGO "Run Ukraine" is responsible exclusively for the Services stipulated in this Agreement. NGO "Run Ukraine" is not responsible for canceling the Event, rescheduling the event date, or changing the Event program and/or format. NGO "Run Ukraine" is responsible for the cancellation of the Event and must refund the funds received from the Participant under this Agreement within 3 (three) banking days from the moment of receipt of the claim from the Participant, only on the condition that such cancellation of the Event is due to the fault of the NGO "Run Ukraine" and is not related to the circumstances specified in this section and in section 9 of this Agreement.

8.5. The Customer is informed that any Event may be canceled or rescheduled to another date, or an Event that has already started may be stopped, and the Organizer is not and cannot be held responsible for the cancellation/postponement/termination of the Event.

Any Event may be canceled/postponed/terminated in the event that the State Service of Ukraine for Emergency Situations in the region of the Event receives a notice warning (on the eve of the event or directly on that day) of a possible significant deterioration of weather conditions or the likelihood of the occurrence of complex weather phenomena (including, but not limited to earthquake, flood, hurricane, hail, rainstorm, cyclone, storm, lightning, other natural disasters), as a result of which there may be a threat to life and health of people. In this case, depending on the level of danger, the organizing committee of the event will take measures to ensure the safety of participants, audience, fans, and all those who directly or indirectly participate in the event, and the event organizing committee will act in accordance with the agreed plan, and will also demand that all participants strictly follow the requirements, namely:

- 1st level of danger - wind with a force of 7-9 meters per second - dismantling of inflatable arches, light structures (including mileage indicators), light awnings, promotional and photo zones will be carried out;

- 2nd level of danger - wind with a force of 9.5-10 meters per second - the dismantling of all awnings, as well as dismantling of the crossbar of the start-finish arch. The Organizer representative will ask to remove anything that may be dangerous.

Cancellation of children's races is possible. The decision to hold or cancel the race will be made immediately before the children's races, based on the actual weather conditions at that time.

- 3rd level of danger - wind of 11 meters per second and more - a decision will be made about the possibility of further holding or canceling the event.

The Organizer's services are not considered not provided, not fully provided, of poor quality, or late provided if the Event is terminated/canceled/postponed due to the above circumstances, and no penalties are imposed on the Organizer.

8.6. The organizer is also not responsible in the event of cancellation of the event, postponement of the date of its holding (if possible), as well as changes in the program and/or format of the event due to the issuance of prohibitive or restrictive regulatory acts by state authorities or local self-government bodies for mass events due to the outbreak of an epidemic, introduction of quarantine, introduction of a special legal regime (state of emergency) on the territory of Ukraine or in some of its localities, or due to other unforeseen circumstances, the result of which will be the application of restrictive/prohibitive measures.

9. FORCE MAJEURE

9.1. The Parties are released from responsibility for partial, complete non-fulfillment or improper fulfillment of obligations under this Agreement in the event that the non-fulfillment or improper fulfillment of obligations is the result of force majeure, i.e., extraordinary and unavoidable circumstances that the Parties could neither foresee nor prevent by reasonable means (circumstances of force majeure).

9.2. Force majeure circumstances may be caused by the following (the list below is not exhaustive):

9.2.1. exceptional weather conditions and natural disasters (destructive natural phenomena, including earthquakes, floods, hurricanes, hail, cyclones, storms, lightning, and other natural disasters, as a result of which a threat to human life and health may occur or has occurred, destruction may occur or destruction of material values and components of the environment);

9.2.2. disaster of biological, technogenic, and anthropogenic origin (fire, epidemic, epizootic, epiphytotic);

9.2.3. unforeseen circumstances of public life (armed conflict, including, but not limited to, general military mobilization, hostilities, declared and undeclared war, acts of terrorism, mass riots, disorder, invasion, blockade, revolution, mutiny, insurrection, etc.);

9.2.4. conditions caused by the issuance of prohibitive or restrictive normative acts of state authorities or local self-government bodies, actions or requirements of state authorities or local self-government bodies, prohibition (restriction) of export/import, etc.

9.3. The user confirms that they understand and agree with the existence of force majeure circumstances on the date of the conclusion of this Agreement, namely, the military aggression of the Russian Federation against Ukraine, which became the basis for the introduction of martial law on the entire territory of Ukraine from 05:30 on February 24, 2022, which was confirmed by the Letter of the Chamber of Commerce and Industry of

Ukraine No. 2024/02.0-7.1 dated February 28, 2022, and which has not been canceled as of the date of conclusion of this Agreement. The Organizer confirms that the circumstances specified in this clause, as of the date of conclusion of this Agreement, do not affect the realization of the rights and obligations of the Parties, which are determined by the provisions of this Agreement, and also do not prevent the full or partial execution of the Agreement, but the User confirms that he understands and agrees with the existence of the probability of the impact of the specified circumstances on the realization of the rights and obligations of the Parties on the eve or directly on the day of the Event.

9.4. Taking into account that the Event is taking place during the period of the adaptive quarantine related to COVID-19 in Ukraine, according to which, depending on the epidemic situation in the region or individual administrative-territorial units of the region, "green," "yellow," "orange," or "red" level of epidemic danger of the spread of COVID-19 may be applied. Depending on the level of epidemic danger in the region where the Event is held, certain quarantine restrictions and additional anti-epidemic requirements may be established. The Event Organizer may make changes to the program and format of the Event. The Organizer will notify the User in writing about changes in the conduct of the Event by the next working day.

Information on how to contact the NGO "Run Ukraine":

For questions, please call: (067) 407-40-13 (telegram)

Email box: registration@runukraine.org

Address for correspondence: 04119, Kyiv, 4A Zoolohichna str., office 139