Public offer agreement
Agreement Date: 04.11.23 - 05.11.23

This document is a public offer agreement of the Fund for the Development of Culture and Art under the Cabinet of Ministers of the Republic of Uzbekistan (hereinafter referred to as the "organizer") to individuals (hereinafter referred to as the participants of Samarkand Marathon) and contains all essential conditions for the provision of services that are the subject of this agreement.
In accordance with the requirements of the Civil Code of the Republic of Uzbekistan, in case of acceptance of the conditions set out below and payment for services, the individual who accepts this offer becomes a participant of the Samarkand Marathon festival (in accordance with Articles 370-372 of the Civil Code, acceptance of the offer is equivalent to concluding a contract on the terms set out in the offer), and the organizer and participant Samarkand Marathon together — the parties to the public contract-offer.
In connection with the above, carefully read the text of this public offer agreement. If you do not agree with any clause of this agreement, the organizer offers you the right to refuse to use the services.

1. Subject of the offer agreement
1.1. The subject of this offer agreement is to provide a person wishing to participate in the Samarkand Marathon races organized by the Foundation (hereinafter referred to as the Event) with services in the form of organizing and holding the event in the manner and on the terms provided for in this agreement, including services for electronic registration as a participant of the event for the selected race, but not limited to them.
1.2. The Parties agree that the organizer has the right to change the venue of the event at any time due to weather and other conditions while maintaining the parameters of the discipline, as well as its name.
1.3. The complex of services for the Event includes:
• services for electronic registration as a Participant of the Event for the race selected by the participant according to the following types: «2K NW», «KIDS RUN-300», «KIDS RUN-600», «2K», «5K», «10K», «21.1K», «42.2K»;

• Event services;

2. The moment of conclusion of the contract
2.1. The text of this contract is a public offer (in accordance with Article 369 of the Civil Code).
2.2. Acceptance of the offer means full and unconditional acceptance by the participant of the event of all the terms of this agreement without any exceptions and/or restrictions and is equivalent to the conclusion of a written agreement.
2.3. In order to accept the offer, the participant of the event performs the following actions sequentially:
2.3.1. Familiarizes with the text of this public offer agreement, the Regulations on holding the event, and other information contained on the event website: https://events.samarkandmarathon.uz/
2.3.2. Performs electronic registration for the selected one or more races and payment of the registration fee on the website https://events.samarkandmarathon.uz/

2.4. The performance of actions by the participant of the event to pay the registration fee indicates the full and unconditional acceptance (acceptance) by the participant of the

event of the terms of this agreement and is equivalent to the conclusion of a written contract.
2.5. This agreement is considered to be the basic document in the official relationship between the participant of the event and the organizer.
The participant of the event guarantees that all the terms of this agreement are clear to him, and he accepts them unconditionally and in full.

3. Rights and obligations of the parties
3.1. The participant of the event has the right:
3.1.1. To carry out electronic registration for participation in one of disciplines: «2K NW», «KIDS RUN-300», «KIDS RUN-600», «2K», «5K», «10K», «21.1K», «42.2K».
3.2. The Organizer has the right:
3.2.1. Require the participant of the event to adhere to all the rules contained in this public offer agreement and the relevant Regulations on the Event.
3.2.2. Require the Event participant to fully agree with the terms of this agreement when registering and paying the registration fee.
If the participant of the Event refuses to agree to the terms of this agreement, refuse the person who applied to register for participation in the Event.
3.2.3. Without any compensation or liability, use photo, audio and/or video materials with the participation of the event participant in promotional, advertising and other publications in the printing industry, on radio, television, the Internet and other sources without limitation of the terms and places of use of these materials, as well as the right to edit such materials and transferring them to third parties.
3.2.4. Disqualify the participant of the event in the following cases:
• if the participant started before the official start of the competition or after the closing of the start;
• if the participant used mechanical means of transportation;
• for unsportsmanlike behavior at the event.
The decision on disqualification is made by the working committee of the Event.
3.3. The participant of the event is obliged to:
3.3.1. Agree to the terms of this agreement. In case of disagreement,
registration as a participant of the event is not carried out. If the participant of the event has paid the registration fee, then he has accepted all the terms of this agreement.
3.3.2. Get acquainted in detail with the terms of this public offer agreement, the Regulations on the Event on the website https://events.samarkandmarathon.uz/ and comply with all their provisions.
3.3.3. In case of non-detection, not finding the relevant documents on the specified organizer's website during an independent search, contact the organizer, and only after familiarization with these documents proceed to registration for participation in the Event. The organizer is not responsible for the actions of the participant of the Event, made as a result of incorrect understanding by the participant of the Event of the meaning of the text of the submitted documents.

3.3.5. Pay the registration fee in full using the payment methods offered by the organizer.
3.4. The Organizer is obliged to:
3.4.1. To grant the participant of the Event the right to carry out electronic registration for participation in the Event at the distance chosen by him strictly on the terms of this agreement.
3.4.2. If the Event participant agrees to the terms of this agreement, accept payment of the registration fee.

4. Settlement procedure

4.1. The participant of the event pays the registration fee and the cost of the re-registration service using bank cards of the payment systems Visa International, MasterCard, Uzcard, Humo.
4.2 The price for the registration fee is indicated in the national currency of the Republic of Uzbekistan — sum.
4.3. When paying the registration fee, starting from the date of the official opening of registration for the competition, the organizer sets the following amounts of the registration fee:
Registration fee:
Indicated on the website https://events.samarkandmarathon.uz/
4.4. Change of distance
4.4.1. Re-registration can be carried out no later than October 27, 2023.
4.4.2. Re-registration is not possible if the limit of participants for the desired distance is exhausted.
4.4.3. The difference in payment for re-registration with a lower registration fee is not refundable.
4.5. In order to re-register, the participant must contact the technical support service marathon@acdf.uz . Reception and processing of requests is carried out in turn and can take up to 3 days.
4.6. The organizer (Foundation) is responsible for the quality of the services provided under this agreement.

5. Separate provisions regarding electronic registration
5.1. When performing electronic registration as a participant of the Event, the participant of the Event in any case undertakes to provide full information about himself by filling in all mandatory fields of the registration web form. 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 electronic registration as a participant to the participant of the Event.
5.2. The Participant of the Event accepts and agrees that he is fully responsible for providing false or invalid information.

6. Liability of the parties
6.1. In case of non-fulfillment or improper fulfillment of their obligations under this agreement, the Parties are liable in accordance with the legislation of the Republic of Uzbekistan, taking into account the terms of this agreement.
6.2. The Organizer is not responsible for ignorance or non-compliance by the participant of the Event with the requirements and rules established by the organizer.
6.3. The Organizer is not responsible for any losses and moral damage incurred by the participant of the Event as a result of an erroneous understanding or misunderstanding of the terms of this agreement and the relevant Provisions of the Event.
6.4. The Organizer is not responsible for damage or damage caused to the participant of the Event and/or his property during the Event, unless such damage or damage was committed by the organizer through negligence or intentionally as a result of neglect of his duties towards the participant of the Event.
6.5. The Organizer is not responsible for the damage caused by the accompanying circumstances or damage caused to the participant and/or his property during the Event due to their fault.
6.6 The Organizer is not responsible for underage participants. Parents or guardians are persons who bear full responsibility.
6.7. By taking part in the Event, the participant confirms that he is in proper physical shape and regularly undergoes medical examinations in order to ensure the safety of participation in the Event for his health, does not have any medical or other health

restrictions that may endanger or restrict his participation in the Event, including has no contraindications to prolonged physical exertion, and the state of his health allows him to participate in the Event, and assumes all risks and negative consequences associated with violation of this condition.
6.8. The Participant is responsible for compliance with quarantine measures (if any) introduced at the place of participation. If participation in the event contradicts the requirements of quarantine measures, the participant must refuse to participate in the event.
7. Force Majeure circumstances (Force Majeure)
7.1. The Parties are released from liability for full or partial non-fulfillment of their obligations under this Agreement, if such non-fulfillment was the result of force majeure circumstances
(force majeure).
7.2. Force majeure, include: natural disasters, adverse weather conditions, military actions, pandemics and epidemics, national crisis, strikes in the industry or region, actions and decisions of state authorities, failures occurring in telecommunications and energy networks, the action of malware, as well as unscrupulous actions of third parties, expressed in actions aimed at unauthorized access and/or disabling of the software and/or hardware complex (payment system, etc.) of each of the Parties.

8. Privacy Policy
8.1. By leaving the data on the website, the Participant of the Event agrees to the Privacy and Information Protection Policy.
8.2. Site Administration https://events.samarkandmarathon.uz/ (hereinafter referred to as the Site) cannot transfer or disclose the information provided by the Participant of the event during registration and use of the site functions to third parties, except in cases described by the legislation of the country in which the user conducts his activities.
8.3. In order to communicate on the website, the Participant of the event is obliged to enter some personal information. To verify the data provided, the site reserves the right to require proof of identity in online or offline modes.
8.4. The Website uses the personal information of the Participant of the event for maintenance and to improve the quality of the services provided. Part of the personal information may be provided to the bank or the payment system, if the provision of this information is conditioned by the procedure for transferring funds to the payment system whose services the User wishes to use. The site makes every effort to preserve the safety of the personal data of the Participant of the event. Personal information may be disclosed in cases described by law or when the administration deems such actions necessary to comply with the legal procedure, court order or legal process necessary for the Participant of the event to work with the Site. In other cases, under no circumstances, the information that the Participant of the event transmits to the Site will not be disclosed to third parties.
8.5. After the Participant of the event has specified the data, he receives a message confirming his successful registration. The participant of the event has the right to terminate the receipt at any time
newsletters using the appropriate service on the Site.
8.6. The site may contain links to other sites. The Site is not responsible for the content, quality and security policy of these sites. This privacy statement applies only to information posted directly on the site.
8.7. The Website ensures the security of the User's account from unauthorized access.
8.8. The Website reserves the right to make changes to the Privacy Policy without additional notice. Innovations come into force from the moment of their publication. Event participants can track changes to the Privacy Policy themselves.

9. Amendment and termination of the agreement
9.1. This agreement comes into force from the moment of registration and payment of the registration fee by the participant of the event.
9.2. The service under this Agreement is considered rendered from the moment the participant receives a letter confirming participation in the event or this message in the participant's personal account located on the website https://events.samarkandmarathon.uz/
9.3. The Organizer has the right to change the terms of this agreement without prior notice to the participants of the Event.
9.4. If the time of entry into force of the amendments to this agreement is not specifically stipulated, they begin their effect from the moment they are published on the Event website https://events.samarkandmarathon.uz/

10. Dispute Resolution
10.1. All disputes and disagreements arising when the Parties fulfill their obligations under this Agreement are resolved through negotiations, in a claim-based manner. If it is impossible to eliminate them, the Parties have the right to apply for judicial protection of their interests to the court at the location of the organizer.
10.2. Applicable law — the law of the Republic of Uzbekistan.

11. Customer
Foundation for the Development of Culture and Art under the Cabinet of Ministers of the Republic of Uzbekistan
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