

*In order to accept this Public Offer (proposal to enter into a service agreement), it is required that you carefully review the text of the Offer.*

*If you do not agree with any of its provisions, you shall not be entitled to enter into a service agreement with the Public Foundation “Heart Center Foundation” under the terms of this Offer.*

## **PUBLIC OFFER**

### **Proposal to enter into a service agreement**

**Republic of Kazakhstan, Astana**

**Version dated May 1, 2025**

The Public Foundation “Heart Center Foundation” (**project hcf run jüregimniñ jeñimpazy 2025**), hereinafter referred to as the "Organizer", enters into this Agreement with any person, hereinafter referred to as the "Participant".

This Agreement is a service contract for consideration, concluded through a public offer (a public proposal by the Organizer to conclude an agreement), and governs the procedure for the provision of services and obligations arising between the "Organizer" and the "Participant", who enters into this Agreement through acceptance (full and unconditional acceptance of the offer). Hereinafter jointly referred to as the "Parties". The text of this Agreement is posted on the Organizer's official website: <https://www.hcf.kz> (hereinafter referred to as the "Website").

### **1. Subject of the agreement. Acceptance procedure**

- 1.1 The subject of this agreement is to provide a person wishing to participate in the jüregimniñ jeñimpazy 2025 Run organized by the Organizer on August 10, 2025 (hereinafter referred to as the “Run”) with services in the form of organizing and conducting the Run in accordance with the procedure and on the terms and conditions provided for in this agreement, the Regulations for the Run, including, but not limited to, services for registration as a Participant.
- 1.2 A description of the Run, its features, duration, main provisions, and participation rules are provided in the Run Regulations, published on the Organizer's website at <https://www.hcf.kz/>, which the Participant must read during the registration process.
- 1.3 The Participant's registration for the Run is considered successfully completed upon full payment of the registration fee (hereinafter also referred to as the “Entry Fee”).

The amount and procedure for paying the Entry Fee are specified on the Organizer's website.

Payment of the Entry Fee by the Participant and successful registration constitute full and unconditional acceptance of this public offer (hereinafter referred to as the “Agreement”), and are equivalent to entering into a service agreement

between the Organizer and the Participant under the terms outlined in this Agreement.

- 1.4 Acceptance of the Organizer's offer by the Participant is possible only in full. Partial acceptance or acceptance on other terms is not permitted. Re-registration to another event, i.e., applying the paid Entry Fee to a different event, is not permitted.
- 1.5 By accepting this Agreement, the Participant confirms that they will under no circumstances intentionally create situations during the Run that could harm other participants, the Organizer (its employees), sponsors, third parties, or their property.
- 1.6 The Participant is solely responsible for monitoring their health and undergoing medical examinations to identify any contraindications to physical activity.
- 1.7 The Participant confirms that their health has been regularly checked, they are physically fit and have no contraindications. By accepting this Agreement, the Participant:
  - 1.7.1 undertakes not to participate in the Run if their health worsens before or on the date of the Run;
  - 1.7.2 understands the complexity of the Run and confirms that they have sufficient technical knowledge and experience to complete the chosen distance and are physically and mentally prepared;
  - 1.7.3 acknowledges that participation may lead to adverse health consequences, for which they bear full responsibility;
  - 1.7.4 confirms that the Organizer is not liable in case of death, injury, property loss or damage, or any physical harm occurring during the Run. The Participant knowingly and voluntarily waives any material or other claims against the Organizer or sponsors. This waiver extends to heirs and legal guardians and is valid before, during, and after the event;
  - 1.7.5 agrees to receive first medical aid if necessary.
- 1.8 The Participant confirms that in case of rule violations by themselves and/or their family members, they bear full responsibility for any resulting consequences (including, but not limited to, harm to health, property, or public order). Responsibility for the actions and safety of a child during the Run lies fully with the accompanying adult.

## **2. Personal Data Collection. Photo and Video Recording**

- 2.1 The Organizer carries out photo and video recording of the Run. Pursuant to Article 145 and Article 15(8) of the Civil Code of the Republic of Kazakhstan, for the purpose of promoting sports events, transplant awareness, and the Organizer's activities, the Participant gives the Organizer their consent:
  - 2.1.1 for the Organizer and/or third parties acting on its behalf to photograph or film the Participant during the Run;
  - 2.1.2 for the use of their name, and for publishing, reproducing, and distributing their image and other materials (photos, video, audio) from the Run by any means and in any territory, without time limitation, including the right to edit such materials and share with third parties.

This consent is granted free of charge, for an indefinite period, and the Participant waives any future claims for compensation.

- 2.2 By accepting the terms of this Agreement, the Participant understands that, for the purpose of covering the Run, the Organizer may engage professional photographers and videographers who will capture photo and/or video footage of both the participants and the event itself, and may create their own photo/video archives.

The Participant understands and gives their consent for the use of photo and/or video materials featuring the Participant, obtained during the Run, within such photo/video archives. At the Participant's discretion, photo and/or video materials from the Run may be purchased directly from the owners of such content, without the involvement of the Organizer. All inquiries regarding the use or publication of such materials on third-party platforms must be directed by the Participant to the content owners. The Organizer bears no responsibility for the actions of these third-party content owners.

- 2.3 The Participant is responsible for providing accurate and truthful personal data.

- 2.4 The Participant agrees to receive SMS and/or emails from the Organizer or its authorized representatives with Run-related or relevant information.

- 2.5 In accordance with 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," the Participant, by completing the registration form for participation in the Run and agreeing to this Agreement, gives their consent to the Organizer for the collection and processing of their personal data. The Organizer also serves as the operator of the online platform: <https://hcf.kz>. Processing of personal data refers to any actions aimed at collecting, storing, modifying, supplementing, using, distributing, anonymizing, blocking, and destroying the Participant's personal data. The processing of the Participant's personal data is carried out solely for the purpose of ensuring registration for the Run and for sending the Participant text messages (SMS) or emails containing information about the Run or other related updates.

The date of consent for the processing of personal data is considered to be the date on which the registration form is submitted via the Organizer's website at <https://hcf.kz>. This consent remains valid for five (5) years from the date the Participant's personal data is provided. By accepting the terms of this Agreement, the Participant confirms their willingness to provide, upon request by the Organizer's Organizing Committee, documents verifying the information provided during registration (such as a copy of the Participant's identity document or the original signed Participation Consent Form).

The Participant may revoke their consent to the processing of personal data by sending a written statement in free form to the Organizer via email at [info@hcf.kz](mailto:info@hcf.kz).

### **3. Liability of the Parties**

- 3.1 The Parties are liable for failure or improper performance in accordance with this Agreement and the laws of the Republic of Kazakhstan.
- 3.2 The Organizer (its staff and/or authorized third parties) is not liable for the Participant's health, life, property, or losses incurred due to violations of the Run Regulations or failure to disclose health conditions.
- 3.3 The Organizer (its employees) and/or third parties engaged by the Organizer shall not be liable for the loss of the Participant's personal belongings along the entire route of the event. The Organizer shall be released from liability for partial or full non-performance of its obligations under this Agreement, including cancellation of the Run, if such non-performance is caused by force majeure circumstances. The Parties consider the following as force majeure circumstances: natural disasters (earthquakes, floods, hurricanes); wind gusts of 15 meters per second or more (inclusive); other circumstances, events, or phenomena recognized as emergencies by the Committee for Emergency Situations of the Ministry of Internal Affairs of the Republic of Kazakhstan and officially warned about; fire; widespread illnesses (epidemics); restrictive measures imposed by government authorities, including quarantine; strikes; military actions, conflicts, or coups; civil unrest; terrorist acts; sabotage; transport restrictions; prohibitive measures by states; bans on trade operations, including those with specific countries due to international sanctions; acts, actions, or omissions of state authorities or local self-government bodies; as well as any other circumstances beyond the control of the Parties that make it impossible to fulfill the obligations under this Agreement, which the Parties could not and should not have foreseen or prevented by reasonable means.
- 3.4 In the event of the occurrence or threat of occurrence of the above-mentioned circumstances that lead to the cancellation of the Run, all relevant information shall, at the discretion of the Organizer, be published on the Organizer's website and/or the Participant shall be notified by the Organizer via SMS to the phone number or by email to the address provided during registration.
- 3.5 In the event of force majeure circumstances, the period for the fulfillment of the Parties' obligations under this Agreement shall be extended for the duration of such circumstances and their consequences. The participation fee for the Run shall be automatically transferred to a later date. The exact date will be announced at a later time.
- 3.6 Valid proof confirming the existence of the above-mentioned force majeure circumstances shall be documents issued by a competent authorized body and/or organization of the Republic of Kazakhstan.
- 3.7 If the force majeure circumstances specified in this Agreement last for more than eight (8) months and the Organizer is unable to set a new date for the Run due to the continued effect of such force majeure circumstances and/or their consequences, the participation fee shall be transferred to the same event to be held in the following year.
- 3.8 In the event of the Participant's withdrawal from the Run, including inability to participate for reasons not related to the Organizer's fault or negligence, the

Entry Fee paid by the Participant shall not be refunded and shall be considered a contractual penalty.

#### **4. Dispute Resolution**

- 4.1 The law applicable to this Agreement shall be the law of the Republic of Kazakhstan. Any matters not governed by this Agreement shall be resolved in accordance with the legislation of the Republic of Kazakhstan.
- 4.2 All disagreements and disputes arising under this Agreement shall be resolved through negotiations. The period for considering a claim shall be ten (10) calendar days from the date of its receipt. If the dispute cannot be resolved through negotiations, it shall be settled in accordance with the legislation of the Republic of Kazakhstan at the location of the Organizer (the Parties have agreed on contractual jurisdiction).

#### **5. Validity and Other Provisions**

- 5.1 This Agreement enters into force upon acceptance by the Participant and remains in effect until all obligations are fulfilled or the Agreement is terminated.
- 5.2 This Agreement is an open and publicly available document and may be amended by publishing a revised version on the Organizer's website (<https://www.hcf.kz/>). If the Participant does not contact the Organizer (or its representative) with a proposal to terminate this Agreement due to the introduced changes, such published changes shall be deemed accepted by the Participant.
- 5.3 This Agreement may be terminated by mutual consent of the Parties, as well as on other grounds provided for in this Agreement and in the legislation of the Republic of Kazakhstan.
- 5.4 In the event that any provision is recognized by a competent court or is invalid under the applicable laws of the Republic of Kazakhstan, such provision (to the extent unlawful or invalid) shall be deemed not to be incorporated into this agreement, but shall not invalidate the remaining provisions of this agreement.

#### **6. Organizer's Details**

Legal and physical address: Astana, Turan Ave. 38

BIN: 161240007058

KBE: 18

IBAN (KZT): KZ2096503F0007548268

Bank: ForteBank JSC, Astana branch

SWIFT: IRTYKZKA

Bank BIN: 990841000632

Объем перевода: 11632 знака без пробелов – 6,4 страницы