

# Competition Agreement

Moscow

“ \_\_\_\_\_ ” \_\_\_\_\_ 2022

**The Silk Way Rally Association for the Motorsport Support and Development** (hereinafter referred to as the Organizer) represented by Viktor Vladimirovich Sokolov, the First Deputy Head of the International Project Silk Way Rally, acting on the basis of power of attorney No. 125-ACP-2022 of December 1, 2022, **as the First Party**, and

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(hereinafter referred to as **Competitor, Rider**), acting on their own behalf and in their own interest, **as the Second Party**, collectively referred to as the “Parties”, have entered into this agreement (hereinafter – Agreement) as follows:

## 1. TERMS AND DEFINITIONS

The terms and definitions used in the Agreement have the following meanings:

**Competition** – Silk Way Snow Journey International Rally-Raid on snowmobiles, scheduled to be held from February 23 to 25, 2023 in the Republic of Tatarstan (Naberezhnye Chelny). The event is a professional sports competition in the context of the current legislation of the Russian Federation in the field of physical culture and sports.

**The Russian Motorcycle Sports Federation (MFR)** is an all-Russian public organization accredited by the Ministry of Sports of the Russian Federation as the only national federation that has been given all the powers to develop motorcycle sports in Russia.

The meanings of other terms used in the text of the Agreement are explained directly when they are mentioned, or, if their meanings are not explained, they are interpreted in accordance with the terminology established in the regulatory documents of the Organizer and the MFR.

## 2. SUBJECT OF AGREEMENT

2.1. In accordance with the terms of this Agreement, the Organizer performs a set of actions aimed at organizing and holding a sports Competition and allows the Competitor to take part in the Competition in accordance with the Regulations for the Enduro on Snowmobiles Cross-Country Rally, approved by the MFR (hereinafter referred to as the Regulations), and the Supplementary Regulations approved by the Organizer, taking into account the requirements established by this Agreement; and the Competitor undertakes to take part in the Competition in

strict accordance with its calendar, subject to the requirements established by the Regulations, Supplementary Regulations, other regulatory documents of the Organizer and the MFR and this Agreement.

## 2.2. Signing this Agreement, the Competitor:

- grants the Organizer the right to use, provide (transfer) to third parties, reproduce free of charge their image (photo, video), including graphics and any other image, as well as the appearance and its constituent elements of stylized and photographic images, movements, symbols and other visual attributes of personification; their surname, name, patronymic, pseudonym; voice, autograph; any other attributes of personification, including for commercial purposes;
- gives their consent to photo and video filming of the Competition with their participation and further public broadcasting and rebroadcasting of the records of the Competition by any means on the Internet resources of the Organizer and in public access, including for commercial purposes;
- transfers all property rights to the results of intellectual activity to any materials with their Participation created during the Competition to the Organizer.

## 2.3. The consent and rights stemming from paragraph 2.2 of this Agreement are provided by the Competitor to the Organizer:

- for commercial, marketing, advertising, information, propaganda and any other commercial and non-commercial purposes;
- in whole, in fragments or in any combination;
- without limiting the period of use and without limiting the territory (on the territory of the whole world);
- without making any payment in favor of the Competitor.

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

### **3.1 The Organizer has the right to:**

3.1.1. Require the Competitor to eliminate violations of the terms of this Agreement, the Regulations, the Supplementary Regulations and other regulatory documents of the Organizer and the MFR;

3.1.2. Suspend or exclude the Competitor from the Competition or its separate leg if they do not meet the requirements and (or) have not eliminated the violations of

the terms of this Agreement, the Regulations, the Supplementary Regulations and / or other regulatory documents of the Organizer and the MFR, including:

- if at the Competition, including pre-start/start events, throughout the entire route, as well as during administrative checks and scrutineering, the Rider is in a state of intoxication (alcoholic, narcotic or other toxic), found as a result of the examination;

- in the event of the presence of substances and (or) methods prohibited in sports in the Competitor's body found as a result of the examination;

- in case if the Competitor refuse to undergo a pre-start examination for intoxication, to undergo a medical examination.

3.1.3. Change the Competition calendar, Competition program, Competition route or terminate the Competition for reasons beyond the Organizer's control, including in case of adverse weather conditions, without any additional obligations to the Competitor;

3.1.4. Distribute newsletters to the Competitor;

3.1.5. Process and publish on its Internet resources the information provided by the Competitor, including its structuring, editing, combining, separating, translating the text part of the information into foreign languages and other similar actions;

3.1.6. In case of receipt of information about violations of the Regulations, the Supplementary Regulations and/or other regulatory documents of the Organizer and the MFR by the Competitor, the Organizer has the right to exclude the Competitor from the Competition, terminate this Agreement with the Competitor, without returning the entry fee to the Competitor;

3.1.7. If the Competitor provides false, inaccurate and (or) incomplete information or refuses to update this information, the Organizer has the right to suspend or terminate the Competitor's access to the Competition, without returning the entry fee to the Competitor;

3.1.8. Apply sports sanctions to the Competitor through authorized persons (bodies) of the Organizer/Competition in accordance with the provisions of the current legislation of the Russian Federation, the Regulations, the Competition Supplementary Regulations, and other regulatory documents of the Organizer, as well as apply to the MFR with a corresponding request for the employment of sports sanctions to the Competitor;

3.1.9. Exercise its rights and obligations by engaging third parties for these purposes without additional notice to the Competitor;

3.1.10. Exercise other rights provided for by the current legislation of the Russian Federation, the Regulations, the Competition Supplementary Regulations and other regulatory documents of the Organizer and the MFR.

### **3.2. The Organizer undertakes to:**

3.2.1. Enter the Rider into the Competition, subject to the timely fulfillment of the requirements provided for by this Agreement, the Regulations, the Competition Supplementary Regulations, other regulatory documents of the Organizer and the MFR;

3.2.2. Fulfill other obligations stipulated by the current legislation of the Russian Federation, the Regulations, the Competition Supplementary Regulations, other regulatory documents of the Organizer and the MFR.

### **3.3. The Competitor has the right to:**

3.3.1. Participate in the Competition in accordance with the terms of this Agreement, the Regulations, the Competition Supplementary Regulations, other regulatory documents of the Organizer and the MFR;

3.3.2. Provide, update or change information about themselves specified in this Agreement, if necessary;

3.3.3. Exercise other rights provided for by the current legislation of the Russian Federation, the Regulations, the Competition Supplementary Regulations, other regulatory documents of the Organizer and the MFR.

### **3.4. The Competitor undertakes to:**

3.4.1. Properly participate in the Competition along the established route of the Competition in accordance with the Competition schedule in the manner prescribed by the Competition Supplementary Regulations, other regulatory documents of the Organizer;

3.4.2. Appear in time for pre-start examinations conducted in order to enter the Competitor into the legs of the Competition;

3.4.3. Know, follow and comply with the provisions of this Agreement, the Regulations, the Competition Supplementary Regulations, other regulatory documents of the Organizer;

3.4.4. Provide the information necessary for admission to participate in the Competition within the period fixed by the regulatory documents of the Organizer;

3.4.5. Take part in the Competition, other events (including media events) as directed by the Organizer, using the overalls (outfit), inventory and equipment agreed with the Organizer;

3.4.6. Not to disclose confidential information about the Organizer, its representatives, employees, counterparties, sponsors, partners that became known to the Competitor in connection with participation in the Competition;

3.4.7. Not to interfere with the activities of the Organizer aimed at organizing and holding the Competition, not to take actions that could damage the normal course of the Competition, any harm, including the reputation of the Competition, the Organizer, the MFR and their representatives, judges, other competitors of the Competition;

3.4.8. Not to transfer the rights and obligations under this Agreement to third parties;

3.4.9. Not to interfere with the justified application of sports sanctions by authorized persons (bodies) of the Organizer/Competition/MFR, in accordance with the provisions of the current legislation of the Russian Federation, as well as the exclusion of the Competitor from the Competition in the cases established by this Agreement;

3.4.10. Refrain from drinking alcohol and not appear in public places, including the venues of the Competition, in a state of alcoholic intoxication that offends human dignity and public morality.

#### **4. RESPONSIBILITY OF THE PARTIES. SANCTIONS**

4.1. For non-fulfillment or improper fulfillment of their obligations under the Agreement, the Parties shall be liable in accordance with the current legislation of the Russian Federation, the Regulations, the Supplementary Regulations, other regulatory documents of the Organizer and the MFR.

4.2. The Competitor bears personal responsibility (civil, criminal, administrative) in case of driving a snowmobile in a state of intoxication (alcohol, narcotic, toxic) and causing damage to both their own property and health, and the property, health, and life of third parties, as well as in the event of being in public places, including the venues of the Competition, in a state of intoxication that offends human dignity and public morality.

4.3. Participating in the Competition and signing this Agreement, the Rider is

aware of all possible risks and releases the Organizer from civil or criminal liability in advance in case of bodily injury or material damage received by the Rider during the Competition.

## **5. FORCE MAJEURE**

5.1. The Parties are released from liability for partial or complete failure to fulfill obligations under the Agreement if this failure is the consequence of force majeure circumstances that arose after the conclusion of the Agreement as a result of extraordinary events that the Parties could neither foresee nor prevent by reasonable measures (force majeure).

Such force majeure circumstances include: flood, fire, earthquake, explosion, storm, soil subsidence, epidemic and other natural phenomena, war or hostilities, as well as the publication of an act by the competent state or municipal authority that makes it impossible for the Parties to fulfill their obligations under the Agreement.

5.2. The Party referring to force majeure is obliged to inform the other Party in writing about the occurrence of such circumstances no later than 3 (three) days after their occurrence.

5.3. Upon termination of the said circumstances, the Party referring to their effect must immediately notify the other Party in writing.

5.4. In the event of force majeure, the deadline for the fulfillment of obligations under the Agreement is postponed in proportion to the time during which such circumstances and their consequences are in force, if the Parties are interested in maintaining the legal relations that have arisen in accordance with the organization and participation in the Competition.

## **6. DISPUTES RESOLUTION**

6.1. The Parties will strive to resolve all disputes and disagreements that may arise in the performance of this Agreement through joint negotiations.

6.2. If any dispute, controversy or claim arising out of or in connection with this Agreement, including but not limited to its entry into force, conclusion, violation, performance, modification, termination or invalidity, as well as any dispute, controversy or claim in connection with the Competition running cannot be resolved through negotiations, they are subject to resolution in court, under observance of the pre-trial procedure for settling disputes.

6.3. The Parties establish that all possible claims under this Agreement and in connection with the Competition running must be considered within 10 (ten)

business days from the date of their receipt. The claim is sent by the interested Party, must be motivated and substantiated, and also contain copies of evidence confirming the circumstances contained in the claim.

## **7. FINAL PROVISIONS**

7.1. Any changes and additions to the Agreement are valid and become an integral part of it only after they are signed by the Parties or authorized representatives of the Parties.

7.2. The terms of the Agreement are confidential and are not subject to disclosure to the third parties and distribution in any other way.

7.3. Termination of the Agreement unilaterally out of court is allowed in case of violation of the terms of the Agreement, the Regulations, the Competition Supplementary Regulations, and/or other regulatory documents of the Organizer and/or the MFR by the Competitor and deprives the Competitor of the right to participate in the Competition.

7.4. For issues not regulated by the Agreement, the Regulations, the Supplementary Regulations, other regulatory documents of the Organizer, the MFR and the current legislation of the Russian Federation are applied.

7.5. This Agreement comes into force from the moment of its signing and is valid until the end of the Competition or the termination of the Competitor's participation in the Competition for any reason, depending on which of the events occurs earlier.

## 8. DETAILS AND SIGNATURES OF THE PARTIES

<p><b>8.1. Organizer:</b> <b>The Silk Way Rally Association for the Motorsport Support and Development</b> 30 2<sup>nd</sup> Brestskaya Str. 7 MOSCOW 125047 INN 7702372838, KPP 771001001 OGRN 1107799025696 s/a 40703810099000001586 in GPB Bank JSC c/a 30101810200000000823 BIK 044525823 Attorney-in-Fact</p> <p style="text-align: right;">_____/V. V. Sokolov</p>	<p><b>8.2. Competitor:</b> Name _____ Passport details: series _____ No. _____, issued by _____ _____, issue date _____, division code _____ Address: _____ _____ Telephone: _____ _____ e-mail: _____</p> <p style="text-align: right;">_____/_____</p>
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