

## **Public contract-offer for the provision of services (public offer)**

### **1. General Provisions.**

- 1.1. This document is an official offer (public offer) of the Second International Arts Festival "The Name" in the person of the Festival Organizer - the Fund of Reconstruction and Preservation of Cultural, Historical, Literary Heritage "DOSTOYANIE" (hereinafter referred to as the Fund "DOSTOYANIE") and contains all significant terms and conditions provision of information services to any legal or natural person, hereinafter referred to as the "Customer". A complete list of information services, as well as payment rates are indicated in the Provisions of the Festival <http://namefest.ru/Provisions.pdf>
- 1.2. In accordance with paragraph 2 of Article 437 of the Civil Code of the Russian Federation, in the case that actions are taken to fulfill the terms of the contract specified in it (in particular, the filing of an application) is considered an acceptance of the offer. In this case, the contract is considered concluded without signing in each particular case, since the acceptance of the offer is equal to the conclusion of the contract on the conditions specified below.

### **2. The subject of the offer.**

- 2.1. According to the contract-offer, the Organizer provides the Customer with the Services on the necessary information related to the events within the framework of the competition conducted in accordance with the Festival Provisions.
- 2.2. The Organizer renders Services to the Customer only in case of his registration and submission of the corresponding electronic application on the site [www.namefest.ru](http://www.namefest.ru) in accordance with the approved rules and terms.
- 2.3. The acceptance of the contract-offer is the fact of the application by the Customer.

### **3. Rights and obligations of the parties.**

#### **3.1. The Organizer undertakes:**

- 3.1.1. to register the Customer when receiving registration data for the provision of the Service in accordance with the form established by the Organizer on the site [www.namefest.ru](http://www.namefest.ru)
- 3.1.2. to provide the Services to the Customer on condition of registration and complete payment (in the case that it is made in accordance with Section 6 of Festival Provisions) and the implementation of all rules;
- 3.1.3. to post on the web-site information about the list of services provided, on the conditions and cost of Festival events.

#### **3.2 The Organizer has the right:**

- 3.2.1 to refuse the Customer in the provision of the Service in the case of non-payment (incomplete payment, not in time) for the Services, if the application for the provision of the Service is not provided in time, if scan of the payment doc is non provided, as well as in violation of the rules of participation.
- 3.2.2 to determine unilaterally the cost of all services provided on the site [www.namefest.ru](http://www.namefest.ru)
- 3.2.3 to change unilaterally the terms of this Agreement.
- 3.2.4 to provide information to the Customer with the help of data obtained during the registration of the Customer on the web-site, which includes the e-mail address and telephone number of the Customer.

#### **3.3 The Customer undertakes:**

- 3.3.1 to find the Festival Provisions on our site <http://namefest.ru/Provisions.pdf>.

3.3.2 to pay in time all services in accordance with the prices.

3.3.3 in case of passing to the semifinal, to send to the Organizer a scanned copy of payment document

3.3.4 to send the work of the participants in time to the email address of the site: [namefest-kr@yandex.ru](mailto:namefest-kr@yandex.ru)

3.3.5 The Customer confirms his consent to the processing of his personal data in accordance with the Law "On Personal Data" of July 27, 2006 N 152-FL.

3.4 The Customer has the right:

3.4.1. To receive from the Organizer Service in accordance with the terms of this Offer Contract.

3.4.2. To receive from the Organizer full and reliable information related to the terms and conditions for conducting remote events.

#### **4. Cost of Services.**

4.1. The cost of the provided Services is determined unilaterally by the Organizer in Russian rubles and placed on the site <http://namefest.ru/Provisions.pdf>

4.2. The Organizer has the right to change unilaterally the prices for the provided Services, which have the information on the site <http://namefest.ru/Provisions.pdf>

4.3. The date of entry into force of new prices and terms of payment is the date of their posting on the site <http://namefest.ru/Provisions.pdf>

#### **5. The order and timing of payments.**

5.1. In case that it is established by Article 6 of the Provisions on the Festival, the Customer makes payment for the Services of the Organizer by bank transfer in any bank branch of the country until the day of the beginning of the selected event according to the requisites specified in Article 12 of the Provisions.

5.2. The services are provided to the Customer on the basis of 100% advance payment of the competitive fee and the established payment terms published on the web-site <http://namefest.ru/Provisions.pdf>

#### **6. Special conditions and responsibilities of the parties.**

6.1. The Customer bears full responsibility for the correctness and timeliness of the payment made by him for the Organizer, the authenticity of the registration data, the implementation of the rules for carrying out the events

6.2. The Organizer is responsible for the timeliness of the Services provided when the Customer fulfills the established requirements and rules posted on the site <http://namefest.ru/Provisions.pdf>

6.3. The Organizer is not responsible for the Customer's failure to receive the Services, and the payment made in this case is not refundable and is not transferred for other Services in the following cases:

6.3.1. The Customer has paid for the Service after the day of the beginning of the event and / or did not attach a scanned copy of the payment receipt to the Application form at the time set by the Organizer.

6.3.2. The Customer has indicated inaccurate or erroneous data in the registration form.

6.3.3. The e-mail address specified by the Customer at the time of provision of the Service is not available.

6.3.4. The Customer cannot receive paid services because of the problems that have arisen.

6.3.5. The Customer has not send in time the completed works in the framework of the selected event to the Organizer's website: <http://namefest.ru>

6.3.6. The work sent by the Customer is not compiled according to the rules of the specific event, with technical violations or contains viruses.

6.4. The information sent to the Customer within the framework of the Services provided by the Organizer is intended only for the Customer, cannot be transferred to third parties, replicated, distributed, sent, published in electronic, "paper" or any other form without additional agreements or official instructions of the Organizer.

6.5. The Organizer is not responsible for the quality of public communication channels or services providing the Customer's access to the Services.

#### **7. The order of consideration of claims and disputes.**

7.1. Claims of the Customer for the Services are accepted by the Organizer for consideration by email within 3

days from the moment of occurrence of the disputable situation.

- 7.2. When considering disputes, the Organizer has the right to request from the Customer all relevant documentation regarding the event in question. In case that the Customer fails to submit the documents within 1 working day after the day of the demand, the claim shall not be considered by the Organizer.

#### **8. Establishment, amendment, termination of the contract.**

- 8.1. The moment of establishment of this Agreement is considered the moment of sending the Application by the Customer to the Organizer
- 8.2. The Customer has the right to abandon unilaterally the Organizer's Services at any time. In case of unilateral refusal of the Customer from the Organizer, the payment made is not returned and is not transferred to another Service.
- 8.3. The Organizer reserves the right to modify or supplement any of the terms of this Offer Contract at any time by publishing all the changes on its website. If the published changes are unacceptable for the Customer, then he has to notify the Organizer within 7 days from the date of publication of the changes. If no notification is received, it is considered that the Customer continues to participate in the contractual relations.
- 8.4. On all matters not regulated by this Contract, the parties are guided by the current legislation of the Russian Federation.