

PUBLIC OFFER
to conclude an agreement to participate in the Award

1. General Regulations

1.1. FineStreet Publishing House Limited Liability Company (hereinafter referred to as the "Organizer") announces that its Internet resource www.addawards.ru publishes this Public Offer on the terms of organizing and holding an online Award at www.addawards.ru (hereinafter: "Organizer's territory") under the name "ADD AWARDS" (hereinafter referred to as the Prize). The Award is held in absentia, that is, without the actual presence of participants in the territory of the Organizer, and will last from September 1 to December 2019.

1.2. In accordance with article 7 437 of the Russian Federation Civil Code, this document is a public offer, and if the following conditions are accepted, any legal entity or individual entrepreneur making an acceptance of this offer agrees to participate in the Award on the following conditions.

In accordance with paragraph 3 of Article 438 of the Russian Federation Civil Code, registration of a Participant on the Organizer's website is an acceptance of the offer, which is considered equivalent to the conclusion of the Agreement on the conditions set forth in the offer.

1.3. Based on the foregoing, carefully read the text of the Public Offer. If you do not agree with any clause of the offer, you are invited to refuse to participate in the Award.

1.4. In this offer the following terms have the following meanings, unless the context otherwise requires:

"Public Offer" is a public offer of the Organizer addressed to any legal entity: institution, enterprise or organization of any form of ownership or an individual entrepreneur to conclude an agreement with him for participation in the Award under the name "ADD AWARDS";

"Award" is an international independent award for architects, designers and decorators;

"Site" is an Internet resource representing a set of information and intellectual property contained in an information system (including a computer program, a database, graphic design of an interface (design), etc.), access to which is provided from various user devices connected to the Internet via special software for viewing web pages (browser) at <http://www.addawards.ru> (including domains of the following levels related to these addresses) or mobile applications;

"Site visitor" is an individual who has visited the site and is not registered on the site;

"User" is a registered visitor to the Internet resource <http://www.addawards.ru>, whose status is divided into three categories: "Participant of the Award", "Member of the Jury", "Registered User";

"Participant of the Award" is a specialist registered on the site (architect, designer, decorator) with access to the Personal Account, the ability to edit personal data and create a portfolio;

"Jury member" is a professional, business or media expert registered on the site who has access to the Personal Account, the ability to edit personal data and take part in the voting of the professional jury;

"Registered User" is an individual authorized by the site administrator and able to take part in open public voting;

"Site administration" is a circle of persons registered on the site with the maximum level of access to managing the site, including authorizing all categories of users, creating and editing content;

"User Agreement" combines this agreement and other rules and documents governing the operation of the Site or determining the procedure for using the services published on the Site;

"Services" are the functionality and tools available to users on the Site;

"Project" is a set of images that the user places in his portfolio, indicating the characteristics (properties) of the work. To participate in one of the Award nominations, the project should be authorized by the site administrator and receive a unique number;

“Voting” is an assessment of the projects presented in each nomination by jury members and users;

“Account” is a unique login (email address) and password that are created independently by the user during the registration process on the site or changed by the user in the future through the personal account, used to access the personal account after authorization of the user on the site;

“Personal Account” is a personal section of a user on a site associated with a user account on a site in which the user can manage individual services of the site;

“Registration” is a set of user actions in accordance with the instructions on the site, including providing credentials and other information made by the user using a special form of the site’s user interface in order to create a personal account and gain access to certain site services;

“Content” is any materials and information provided by the user of the site in connection with the use of the site;

“Acceptance” (of this Public Offer) is considered to be registration on the Organizer's Website.

1.4.1. In the Public Offer, unless otherwise provided:

- definitions in the singular also apply to definitions in the plural and vice versa;
- references to individuals apply to both individuals and legal entities;
- links to paragraph numbers, articles and Applications are links to relevant paragraphs, articles of the Agreement and its Applications;
- the headings of paragraphs, articles of the Agreement and its Applications are given for convenience only and do not affect the interpretation of these paragraphs, articles and Applications;
- a reference to “day” means a calendar day, unless otherwise provided directly in the Agreement;
- the abbreviation "RF" means the Russian Federation;
- references to “legislation”, “current legislation” or “applicable law” mean the legislation of the Russian Federation.

2. Subject of the Agreement

2.1. The Organizer, in accordance with this Public Offer published on the website www.addawards.ru, provides the Participant with the right to participate in the Award, and the Participant of the Award agrees to the terms of participation specified in this public offer.

3. The procedure for concluding the Agreement and the essential conditions

3.1 In order to participate in the Award, the user should go through the registration procedure on the Site, as a result of which a personal account will be created for the participants of the Award / jury members and a unique identification number will be assigned. It is forbidden to create more than one account for one user.

3.2. The user (the unique symbolic name of the user account) and the password to access the account the user chooses on registration. The organizer has the right to establish requirements for login and password (length, valid characters, etc.).

3.3. For registration, the user undertakes to provide accurate and complete information about himself on the issues proposed in the registration form, and to keep this information up to date. If the user provides incorrect information or the Organizer has reason to believe that the information provided by the user is incomplete or false, the Organizer has the right at its own discretion to refuse authorization of the user.

3.4. The user is solely responsible for the security (resistance to guessing) of his chosen password, and also independently ensures the confidentiality of his password. A registered user is solely responsible for all actions (as well as their consequences), including cases of voluntary data transfer for access to the User’s personal account.

3.5. When posting information of any kind (text, images), Users are prohibited from using obscene profanity, images with elements related to fascist and nationalist symbols, containing pornographic materials and other materials and images that contradict the laws of the Russian Federation.

3.6. The user agrees to refrain from any type of advertising, both his own goods / works / services and goods / works / services of third parties.

3.7. Any action performed from the User's personal account using his credentials is considered an act committed by the User himself and establishes the duties and responsibilities for a particular category of users in relation to such actions, including liability for violation of this public offer and the legislation of the Russian Federation.

3.8. The user should immediately change the credentials if he has reason to suspect that the data was disclosed or may be used by unauthorized third parties. The user is obliged to immediately notify the site administration of any case of unauthorized (not authorized by the user) account access and / or any security violation. The administration is not responsible for any loss or damage to data that may occur due to your violation of the provisions of this part of the user agreement.

3.9. The organizer has the right to block or delete the user account, as well as prohibit access to your personal account and delete any content without explanation, including in case of violation by the user of the terms of the agreement.

3.10. The Award participant is responsible for the accuracy of the information provided to the Organizer when registering on the site.

3.11. All information materials presented on the Site are for reference purposes and cannot fully transmit information about the Award. If the participant of the Award has questions regarding the Award and the procedure for its holding, before making the Acceptance, he needs to consult the Organizer by writing a request by e-mail, fax or mail specified in this Public Offer.

3.12. The participants of the Award hereby express the rejection of the intentions of unlawful use, including the public execution of copyright and related rights during the exhibition (event). In case of copyright using and related rights, public performance of works (reproduction of works, phonograms, performances, performances by playing, reciting, singing, dancing in live performance or using technical means; showing frames of audiovisual works, etc.) within the framework of the Award, the Award participant independently enters into agreements with the copyright holders and makes all calculations (payments) with them related to the use by the Award participant, his employees and / or his contractors of the copyright objects and with adjacent rights in period and / or in connection with the operation hereof. At the same time, the participant must provide the Organizer with a list of copyright and related rights objects planned for use, as well as certified copies of documents confirming the rights of the participant in the Award to use copyright and related rights objects, no later than October 15, 2019.

3.13. Under this Agreement the participant of the Award confirms and guarantees that any protected results of intellectual activity and means of individualization used by him during the term of this Agreement, copyrights, related rights, recognized as such in accordance with chapters 69-71 of part 4 of the Civil Code of the Russian Federation (hereinafter collectively referred to as - Intellectual property), they use it in accordance with the current legislation of the Russian Federation, all necessary contracts with copyright holders or authorized copyright holders Atelier organizations engaged in the management of copyright and related rights, duly signed, valid at the time of use of this Intellectual Property, payments and other consideration required for free use by the Offeror of this Intellectual Property paid them in full.

3.14. The Award participant confirms and guarantees that in case of any claims or other negative consequences to the Organizer related to the unlawful use of the competition participant or third parties involved by him in the Intellectual Property during the term of this Agreement, he will reimburse the Organizer out of court the procedure all costs, expenses, including the amount of claims in full, within 10 (ten) business days from the date of presentation of the relevant claim,

and also take all necessary and dependent measures for the earliest possible resolution of the issues arising from the use of intellectual property rights by him.

3.15. Responsibility for the content of events held by the participant of the Award, for the content, reliability of the information distributed by the participant of the Award, or attracted by third parties, including through the exposition, as well as for the compliance of the content of such information, events, the procedure for their implementation with the requirements of the Russian Federation legislation lies with the participant of the competition.

3.16. Under no circumstances the Organizer is not responsible for the accepted Offer for any actions and / or inactions that are a direct or indirect result of the actions / inactions of any third parties, any indirect losses and / or lost profits of the Award participant and / or third parties, regardless of whether the Organizer could foresee the possibility of such losses or not.

3.17. The Organizer has the right to attract third parties to fulfill its obligations, and the Organizer is responsible for the actions of the third parties involved as for its own.

3.18. The Organizer has the right to use the intellectual property of the participant of the Award, which the latter posted on the Site, in any way not prohibited by applicable law, including:

- public display of an object of intellectual property, that is, any demonstration of the original or a copy of a work directly or on the screen using a film, transparencies, television frame or other technical means, in a public place, or in a place where there are a significant number of persons not belonging to the usual circle of the family, regardless of whether the work is perceived at the place of its demonstration or in another place at the same time as the demonstration of the work in unlimited volume;

- public performance of an object of intellectual property, that is, the presentation of a work in live performance or by means of technical means (television and other technical means), in a place open for free visits, or in a place where there is a significant number of persons not belonging to the ordinary family circle, regardless of whether the work is perceived in the place of its presentation or display or in another place at the same time as the presentation or display of the work, in unlimited volume;

- bringing the intellectual property to the public in such a way that any person can access the intellectual property from any place and at any time of their choice (bringing to the public);

- publication of an object of intellectual property under the company name, trademark of the Organizer, on the Site, in magazines and other printed materials, as well as in the form of brochures.

4. Responsibility of the parties

4.1. The Parties are responsible for failure to fulfill or improper fulfillment of their obligations under this Agreement in accordance with the current legislation of the Russian Federation.

4.2. The competition participant is responsible for the fulfillment of obligations under the Agreement in accordance with the legislation of the Russian Federation and this Public Offer.

4.3. Each Party undertakes not to disclose, without the prior written consent of the other Party, any information relating to the terms of this Agreement during the term of this Agreement and after its termination, unless the requirement for such disclosure has been submitted by the competent state authorities in cases established by applicable Russian Federation law.

4.4. The organizer is not responsible for the commercial results of the contest participant.

5. Force Majeure

5.1. The Parties are exempted from liability for non-performance (partial or full) or improper performance of obligations under the Agreement, if it was the result of force majeure that arose after the conclusion of the Agreement.

5.2. Extraordinary and insurmountable circumstances include events on which the Parties cannot influence and for which they are not responsible, for example, natural disasters, wars, riots, legal acts of state bodies that impede the execution of the contract.

5.3. In case of force majeure circumstances, each Party shall send a written notification to the other Party about such circumstances and their reasons within five working days from the moment of their occurrence. In case of force majeure circumstances impede the sending of an official letter about such circumstances, an official letter should be sent immediately after the cessation of force majeure circumstances.

5.4. A party affected by force majeure circumstances provided for in clause 5.2 of this Public Offer should, within five business days from the date of the cessation of force majeure circumstances, send a written notice to the other Party on the termination of such circumstances.

5.5. In the event of failure to notify of the occurrence and termination of force majeure circumstances, the Party concerned shall not be entitled to refer to them as grounds for exemption from liability, unless the occurrence of such circumstances also prevents notification.

5.6. A party that has delayed the performance of its obligation under the Agreement is not entitled to invoke extraordinary and insurmountable circumstances that arose after the deadline for the fulfillment of the obligation.

5.7. Upon the occurrence of force majeure circumstances, the deadline for fulfillment of obligations under this Public Offer is postponed in proportion to the time during which such circumstances continue to operate, without compensation for any losses.

6. Other conditions

6.1. Disputes and disagreements, mutual claims are resolved by the Parties through negotiations, and in case of failure to reach agreement on contentious issues - in the Arbitration Court of St. Petersburg.

6.2. This edition of the Offer comes into force from the moment it is published by the Organizer on the Site and is valid until the moment it is withdrawn by the Organizer.

6.3. The Organizer reserves the right to amend the conditions of the Offer or withdraw the Offer at any time at its discretion, with the mandatory written notification sent to the Prize Participant on time, at least 3 (three) days before the entry into force of the changes or the withdrawal of the Offer.

6.4. For all issues not regulated in this text of the Offer, the Organizer and the Participant are guided by the current legislation of the Russian Federation.

6.5. If any of the conditions of the Offer is recognized as invalid or illegal, or cannot enter into force in accordance with the current legislation of the Russian Federation, such a regulation should be separated from the Offer and replaced by a new regulation that best meets the original intentions contained in the Offer, while the remaining Offer's regulations do not change and remain valid.

7. Protection of personal data

7.1. The personal data of the Award participant is processed in accordance with the Federal Law "On Personal Data" No. 152.

7.2. When registering on the Site, the User provides the following information: Surname, Name, Patronymic, phone number, email address, date of birth, gender, delivery address of the goods with the postal code of the city.

7.3. By submitting his personal data, the User agrees to its processing by the Organizer, including for the purpose of fulfilling the Organizer's obligations to the User within the framework of this Public Offer, improving the future Award, conducting electronic and sms surveys, monitoring the results of marketing campaigns, customer support.

7.4. The processing of personal data means any action (operation) or a set of actions (operations) performed using automation tools or without using such tools with personal data, including collection, recording, systematization, accumulation, storage, clarification (updating, changing),

retrieval , use, transfer (including transfer to third parties, not excluding cross-border transfer, if the need arose during the performance of obligations), depersonalization, blocking, deletion, destroyed personal data.

7.5. The Organizer has the right to send informational, including advertising messages, to the User's e-mail and mobile phone with his consent, expressed by means of taking actions that uniquely identify this subscriber and allowing him to reliably establish his will to receive the message. The user has the right to refuse to receive advertising and other information without explaining the reasons for the refusal by informing the Organizer about his refusal by phone, or by sending a corresponding application to the Organizer's email address.

7.6. The organizer has the right to use the technology of cookies. Cookies do not contain confidential information. The user hereby agrees to the collection, analysis and use of cookies, including by third parties for the purpose of generating statistics and optimizing advertising messages.

7.7. The organizer receives information about the IP address of the site visitor. This information is not used to identify the visitor.

7.8. The Organizer is not responsible for the information provided by the User on the Site in a public form.

8. Details of the Organizer

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