USER AGREEMENT

This User Agreement (the “Agreement”) regulates the relationship between Tourism.RF Corporation JSC (the “Corporation”) and an individual person (the “User”) for the placement of information (“Content”) on the novayaanapa.com website (the “Site”) and is valid as of June 13, 2023.

1. TERMS AND DEFINITIONS

Site—the set of web pages posted on the Internet, united by the single theme, design, and single address space of the novayaanapa.com domain.

The home page of the Site is located on the Internet at novayaanapa.com.

Site Administration of the Nationwide competition website (the “Site Administration”)—personnel authorized to manage the website, acting on behalf of Tourism.RF Corporation JSC, who organize and (or) process personal data, as well as determine the purpose of personal data processing, the composition of the personal data to be processed, and the actions (operations) performed with personal data.

User—any person who visits (visited) the Site.

User Account (“Account”)—an Internet space protected by a password that contains information about the User, including contact and registration information.

Crowdsourcing—the involvement of a wide variety of people in solving certain issues in order to use their creativity, knowledge, and experience on a voluntary basis using information and communication technologies.

User Content (“Content”)—any textual, graphic, audio, or video information the User places on the Site in the form of project descriptions, articles, comments, complaints, messages, or solutions in projects.

Partner—a legal entity or individual person who has entered into an agreement or contract with the Site Administration on the exchange of information. The list of partners is specified in Article 9, “Final Provisions”.

2. STATUS OF AGREEMENT

2.1 This User Agreement (the “Agreement”) is a legally binding agreement between the User and the Site Administration which defines the terms for the use and development of the Site and the rights and obligations of Users and the Site Administration. The Agreement also applies to relations connected with the rights and interests of third parties who are not Users of the Site but whose rights and interests may be affected by the actions of Users of the Site.

2.2 In addition to this Agreement, the relationship between the User and the Site Administration shall be governed by special documents (rules, instructions, etc.) which define the procedure for the provision of certain services of the Site and which are posted in the relevant sections of the Site.

2.3 The User must read and agree to the text of this Agreement to use the Site. The start of use of the Site by the User constitutes full and unconditional agreement with the text of this Agreement in accordance with paragraph 3 of Article 438 of the Civil Code of the Russian Federation.

2.4 This Agreement may be amended and/or supplemented by the Site Administration unilaterally and without special notice. The current version of the Agreement is available on the Internet at: novayaanapa.com

2.5 The Site Administration recommends that Users regularly check the terms of this Agreement for changes and/or additions. Continued use of the Site by the User after amendments and/or additions to this Agreement constitutes the User’s acceptance of and consent to such amendments and/or additions.

2.6 If the User does not agree with this Agreement or any updates to it, the User must discontinue use of the Site.
3. STATUS OF THE SITE

3.1 The Site is designed for the publication of information within the framework of the Open Nationwide Competition with international participation for the development of architectural, planning, and urban solutions for the future tourist area of the New Anapa Nationwide beach family resort project (resort town of Anapa, Krasnodar Region).

3.2 The Site may contain links to other websites that are not owned by the Site Administration and are not associated with the Site Administration. The Site Administration has no control of and assumes no responsibility for the content of such websites.

3.3 All rights to the Site as a whole and to the use of the network address (domain name) novayaanapa.com belong to the Site Administration. The latter provides access to the Site to all interested parties in accordance with this Agreement and the applicable legislation of the Russian Federation.

3.4 The Site Administration’s opinion on the substance of Content may differ from the opinion of the User who created said Content.

3.5 The Site Administration reserves the right to change the design of the Site, its contents, or the list of services or to change or add to the scripts used, the software used, or other objects used or stored on the Site or any server applications at any time with or without prior notice.

3.6 The Site Administration has the right to delegate all or part of its powers and rights to organize the website and to monitor compliance with this Agreement to other persons based on decisions made by the Site Administration.

3.7 The Site Administration has the right, but not the obligation, to request from the User information and documents confirming the User’s rights to the results of intellectual activity posted on the Site, as well as information and documents confirming the accuracy of the data specified by the User in paragraph 5.1 of this Agreement.

3.8 The Site Administration is not responsible for malfunctions, errors, or failures of the software and/or hardware that supports the Site which arise for reasons beyond the control of the Site Administration, nor for any related losses of the User.

4. USER REGISTRATION

4.1 When registering on the Site the User agrees to provide accurate, current, true, and complete information about himself/herself, including a login (a combination of Latin letters and numbers to enter the Site) and password, unique to each User, to access the Site, as well as a last name, first name, patronymic, and email address. The form for registration for the Site may allow the User to enter additional information about himself/herself. If the User's photo is requested, and the User agrees to provide it, in accordance with Article 152.1 of the Civil Code of the Russian Federation, he/she also grants the Site Administration the right to further use of the photo in any legal way.

4.2 If the Site Administration detects a violation of paragraph 4.1. of this Agreement, it reserves the right to unilaterally exclude the User from the list of potential recipients of rewards for active participation on the platform as well as to restrict the actions of the User on the platform, up to blocking the account with prior notification of the User by email. After the User eliminates violations of paragraph 4.1 of this Agreement, the Site Administration will remove the restrictions imposed within one (1) calendar day from the moment the violations are eliminated and the Site Administration is notified of the elimination.

4.3 The Site Administration has the right to block an existing User's Account without the possibility of re-registration, without explaining the reasons for the refusal/deletion.

4.4 The User bears responsibility for the compliance of the information provided during registration with the legislation of the Russian Federation and for its freedom from third party claims.

4.5 By accepting this Agreement by registering on the Site, the User confirms his/her consent to the processing by the Site Administration of the personal data he/she provided upon registration, as well as of the personal data voluntarily posted in his/her Account, namely to the collection, systematization, accumulation, storage (no longer than the aims of personal data processing require), clarification (updating, changing), use, depersonalization, blocking, and destruction of personal data (after the storage of personal data is no longer necessary).
4.6 The processing of personal data is performed for the purposes of this Agreement, statistical and research purposes, advertising and (or) marketing campaigns, surveys, examinations, questionnaires, marketing research, and direct contact with the user by means of communication, including electronic means of communication and mailings.

4.7 The processing of the User’s personal data is performed in accordance with the legislation of the Russian Federation. The User's consent to the processing of his/her personal data under this Agreement is granted for an indefinite period of time.

4.8 The User agrees to the use of his or her last name, first name, patronymic, information on professional activity, place of residence, photo, and email address for the creation of a public (to be disclosed to all registered users) Directory of Competition Participants (List of Competition Participants) in accordance with Article 8 of the Federal Law “On Personal Data”.

4.9 The login and password chosen by the User are necessary and sufficient information for the User to access the Site. The User has no right to transfer his/her login or password to third parties and is fully responsible for their safety, choosing his/her own method of storage. Unless the User proves otherwise, any actions performed using his/her login and password are considered to be committed by the corresponding User. In the event of unauthorized access to and/or distribution of the login and password of the User, the User shall immediately notify the Site Administration.

5. USER CONTENT

5.1 User Content consists of the following sections:

- User registration data provided in accordance with Section 4 (clauses 4.1. – 4.9.) of the Agreement;
- Application – information about the project that the User proposes for participation in the Open Nationwide Competition with international participation for the development of architectural, planning, and urban solutions for the development of the future tourist area of the New Anapa Nationwide beach family resort (resort city of Anapa, Krasnodar Region) on the novayanapa.com website. This information includes: project name, project timeline, brief description of the project, project goals, other materials contained in the Application, and accompanying illustrations or videos.

5.2 The User understands and acknowledges that, in the use of the Site, the User may encounter Content from other Users that is untrue, offensive, indecent, or objectionable. In such cases, the User is recommended to submit a complaint to the Site Administration so that the latter can take appropriate action. The User agrees that the Site Administration is not responsible for the Content described in this paragraph and undertakes not to file any grievances the Site Administration.

5.3 The User agrees and confirms that he/she alone is solely responsible (up to and including criminal liability) for the Content he/she posts and for the consequences of its submission or publication on the Site. The User has been warned of the liability established by the current legislation of the Russian Federation for the unauthorized use or placement of other people's works.

5.4 If the User has any doubts about the legality of any actions, including the placement of information, the Site Administration recommends that the User refrain from such actions.

5.5 The Site Administration reserves the right, at its own discretion, as well as upon receipt of information from other users or third parties about violations of this Agreement, to change (moderate) or delete any Content that violates the prohibitions established by paragraph 8.5 of the Agreement (including private messages), to suspend, restrict or terminate the User’s access to any or all of the sections or Services of the Site at any time without explanation, with or without prior notice, and with no responsibility for any damage to the User from such actions.

5.6 Content may be used by search engines or other automated Services (with the exception of clause 6.1 of the Agreement).

6. USER CONTENT RIGHTS

6.1 The User voluntarily adds Content to the Site and in doing so retains the intellectual or any other rights that belong to him/her in relation to the Content.
6.2 In posting Content, the User confirms that he/she grants the Site Administration and its partners non-exclusive rights to display, reproduce, modify, store, openly demonstrate, adapt, publish, distribute, archive, translate, or otherwise use the Content or any part thereof without limitation of time or territory of action and without compensation to the User.

7. USER RESPONSIBILITIES

7.1 The User may not distribute, alter any part or parts of the Site, nor interfere with its operation by disrupting it by any means or methods.

7.2 The User may not use the Site for any commercial purposes.

7.3 The User may not ask other Users for passwords or other identifying information for its unauthorized use, nor for commercial or mercenary purposes. The User may not place the personal information of other Users or any third parties on the Site without their personal consent.

7.4 The User may not register an Account in the name of a non-existent person (fake Account) nor act on behalf of a legal entity or natural person whose interests he/she is not authorized to represent.

7.5 The User may not post any of the following Content on the Site:
- Content that is offensive to other Users or third parties;
- Content that violates the current legislation of the Russian Federation;
- Content that has the nature of advertising or which promotes services;
- Content that has a fraudulent nature;
- Content that contains foul language;
- any other Content which may infringe on the interests of other Users or third parties or harm other Users or third parties.

7.6 The User may not post links to other resources or media websites to the Site if this contradicts the context of the discussion.

8. DISCLAIMER

8.1 The User uses the Site and its Services “as is”. The Site Administration assumes no liability, including for the correspondence of the Site’s Services with the User’s goals and expectations.

8.2 The Site Administration has the right to perform maintenance work on the Services of the Site with temporary suspension of the Site, without prior notice to the User.

8.3 The User agrees that he/she is solely and fully liable for any violation of his/her obligations and of the terms of this Agreement and for the consequences of any such violation, including any damages.

8.4 The Site Administration shall not be liable to the User or any third parties for any violations of this Agreement by Users.

8.5 The User accepts and agrees that the Site Administration is not responsible for any losses incurred by the User as a result of the use of the Site or of any information located on the Site (including the Content of other Users).

8.6 A User who believes that his/her rights and interests have been violated due to the actions of the Site Administration, including in cases in which his/her personal, contact, and/or other information have been improperly used on the Site has the right to submit a complaint or to contact the Site Administration by email at info@novayaanapa.com.

8.7 The Site Administration undertakes to respond to the appeal (application) within seven (7) working days of its receipt.
9. **FINAL PROVISIONS**

9.1 The User agrees that the Site Administration reserves the right to notify him/her by email or through notifications on the Site not only about changes to this Agreement, but also about changes in the operation of the Site or the provision of services, including the services of third parties.

9.2 The provisions of this Agreement shall be subject to the applicable legislation of the Russian Federation.

9.3 If for any reason one or more clauses of this Agreement are invalid or unenforceable, this does not affect the validity or applicability of the remaining clauses.

9.4 Nothing in this Agreement shall be understood as the establishment between the User and the Site Administration of an agency relationship, partnership relationship, joint venture relationship, personal employment relationship, or any other relationship not expressly provided for in this Agreement.

9.5 This Agreement establishes the following procedure for resolving disputes:
   - any requirements (claims) of the User related to the conclusion, validity, or termination of this Agreement shall be subject to the mandatory complaint (non-judicial) procedure;
   - any requirements (claims) of the Site Administration against the User (Users) shall be considered in the manner prescribed by law. The complain (non-judicial) procedure for such claims is optional.

9.6 Due to the gratuitous nature of the relationship between the User and the Site Administration under this Agreement, the rules for the protection of consumer rights do not apply to the relationship.