OCEANMAN KYIV, UKRAINE
28-30 JUNE 2024

PARTICIPATION TERMS AND CONDITIONS

IMPORTANT

- These Terms and Conditions ("**Terms**") apply to all Participants to the OCEANMAN OPEN WATER SWIMMING EVENT taking place on the 28-30 of June 2024 in Kyiv, Ukraine (Henceforth the "**Event**").

- This is a legal document that affects your rights, as a participant to this event, please read it carefully. If any terms are not clear, you should obtain legal advice before proceeding further. If your registration for the Event is made by another person, that person is assumed to be your agent who has accepted these Terms on your behalf. In such case, you will ratify your consent and acceptance of these Terms and Conditions at the time you attend the event, by identifying yourself with your Photo ID (or at the time your legal representative identifies himself/herself as such, accrediting such powers of representation). By registering for and/or participating in the Event, you accept these Terms in its entirety.

- This document is available in English and will be archived by the Organizer. A copy will be accessible here: www.oceanmanswim.com

IF YOU DO NOT ACCEPT THESE TERMS, YOU MAY NOT PARTICIPATE IN THE EVENT.

1. DEFINITIONS

EVENT: the specific competition or event which you have entered into.

PARTICIPANT/YOU: yourself, as a natural person, as registered to enter an event.

ORGANIZER: OCEANMAN UKRAINE, ukraine@oceanmanswim.com

REGISTRATION DETAILS: the personal data provided by Participants when they register to attend an Event.

DATA PROTECTION LAWS: any applicable laws and regulations relating to the processing, privacy and use of personal data including, without limitation, GDPR, national laws implementing the GDPR, regulations and secondary legislation, as amended from time to time; laws or regulations implementing Council Directive 2002/58/EC, and; any judicial or administrative interpretation of any of the above, and any guidance, guidelines, codes of practice, approved codes of conduct or approved certification mechanisms issued by any national authority.

GDPR: Regulation 2016/679 of the European Parliament and of the Council of April 27, 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

INTELLECTUAL PROPERTY RIGHTS: patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all

applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights.

2. GENERAL CONDITIONS OF PARTICIPATION IN THE EVENT

1. The competition is open to all persons who are 18 years or older. Any participant under 18 years of age must (a) be accompanied by at least one parent or legal guardian, (b) provide an original document confirming their relationship, and (c) provide both parents' or the legal guardian's written consent to participate in the Event.

2. The Organizer may limit the number of participants in the Event.

3. When applicable, the Organizer may offer Winners various prizes. Such prizes are not transferable to another individual and no cash or other alternatives will be offered.

4. Participants are responsible for expenses and arrangements not specifically included in the prizes, including any necessary travel documents, passports and visas. Prizes are subject to availability and the Parties reserves the right to amend or alter the prizes or revoke prizes from Participants not entering into the spirit of the competition.

5. If the Winner is unwilling or unable to accept the prize requirements, such potential Winner may be disqualified and all privileges otherwise due as a Winner may be terminated and an alternative Winner may be chosen from among all of the remaining eligible entries received if time permits in the Parties' sole discretion.

3. REGISTRATION

1. The Participant hereby declares that all information provided during his/her registration is true and correct. The participation in the Event is contingent upon the Organizer's receipt, review and written acceptance of all required information, documents and the registration fee. In case of any inquiries the Participant will contact the Organizer by email.

2. The Participant must voluntarily participate in the Event with full knowledge of associated risks. Participating in the Event requires excellent swimming skills and physical fitness and hereby the Participant confirms that he/she is fully capable of participating in the Event without causing harm to himself/herself or other participants. The Participant hereby further confirms that he/she has not been advised against his/her participation in the Event by his/her doctor or any qualified medical practitioner.

3. Registration will be exclusively on the platform RocktheSport through OCEANMAN event links. Registrations in the RocktheSport platform involve a 2€ platform fee.

4. All fees are listed in the "Registration" section of website and can be processed using the online payment system. Registration fees includes:
    - The right to participate in the competition (provided the weather conditions and the number of registered participants permit it).
    - Accident Insurance.
    - Assistance during and after the race. Feed (liquid & solid) during and after the race.
    - Results & Timing with Chip.

5. Participants will be able to edit most of their data and options online in the platform, accessing the "my Registration" option.

6. Participants are able to **change the event distance** that they are registered.
    - Downgrade distance, i.e., from higher to lower distance, does not have any extra fee neither allows any refund.
    - Upgrade distance, i.e., from lower to higher distance, only has the price difference payment fees between the already paid distance and the higher chosen new one.

7. Participants will be able to edit their Name & Surname or change the registered swimmer to a different one. This change is included also under "my Registration" and will involve a payment of 25€ Fee.

8. **Refunds**. Participants will be able to request refunds up to 30 days after registration was made by email to info@oceanmanswim.com. Verbal requests for refunds will not be accepted.
   Refunds will be returned to the same card the Participant paid with. The refund process takes between 4-5 working days to appear in the card/bank account. No refunds will proceed after 30 days of the registration date.

4. PARTICIPATION

1. Registration on the website and creation of an account means the Participant commits to respect all values and provisions outlined in these Terms and related policies when using the website, participating in a Program or Event and in any interaction with the Organizer.

2. The Participant hereby confirms s/he has reviewed, understood and will follow the rules and policies of OCEANMAN and the Organizer related to safety and overall organization of the Event. These include, without limitation, (a) providing the required information and documents, (b) paying the registration fee, (c) participating in pre-race briefings, (d) wearing a safety buoy throughout the race, (e) wearing a GPS bracelet throughout the race, and (f) wearing a wetsuit throughout the race if water temperature is below 18 degrees Celsius. The Participant will immediately advise the Organizer if s/he believes or becomes aware that the racecourse, facilities, equipment or areas to be used in the Event are unsafe.

3. Prior to the Event, the Participant will (a) personally collect his/her race bag, documents and the GPS bracelet against a photo ID and a cash deposit of 50€, and (b) provide the name and contact phone of a person who can be contacted in case of any emergency. The Organizer may request clarifications and/or other documents to verify compliance with this Agreement. After the race, The Participant will return the working GPS bracelet to the Organizer. In case of non-compliance (loss, breakage...) the Organizer will have the right to keep the deposit previously mentioned.

4. Whenever required, the Participant will authorise the Organizer's staff, representatives, contractors or relevant medical personnel to obtain or provide medical care for himself/herself, to transport him/her to a medical facility, and to provide any treatment they consider necessary for his/her health. The Participant is solely responsible to pay all costs associated with such care and transportation beyond the limit of Accident Insurance for Participants during the event. Accordingly, the Participant will arrange for appropriate health and accident insurance coverage prior to the Event and indemnify and hold the Organizer harmless from and against any and all liabilities, claims, costs, expenses and damages of every kind and character (including court costs and reasonable legal fees) related to or resulting from any omission in this respect. The Participant further agrees that the Event's medical staff may check his/her condition before the race and deny his/her participation for his/her own safety.

5. The Participant will respect the rights, dignity and worth of every individual at the Event including participants, volunteers, spectators and organizers. The Participant will at all times act responsibly and

maintain high standards in respect in his/her language and actions and will not discriminate against any person on any grounds.

6. The Event will take place at premises not owned by the Organizer. To provide some services and conduct some activities during the Event, the Organizer may contract individuals or organisations that are independent contractors not controlled by the Organizer. The Participant will use reasonable care to prevent any damage to the Event premises, facilities and equipment.

7. The Participant is fully responsible for the security of his/her personal possessions at the Event and the participant waives any liability of the Organizer in this respect.

8. The Participant agrees that any violation of this Agreement may disqualify his/her participation in the Event, in which case the Organizer will not refund his/her registration fee and will not be responsible for any costs or damages associated with such disqualification.

5. LIMITATION OF LIABILITY

1. The Organizer is not liable for any expenses incurred by participants in connection with the Event except in cases of proven gross negligence or wilful misconduct.

2. The Organizer shall have no liability for third parties' fault. As an example, late, lost, delayed, damaged, misdirected, incomplete, illegible or unintelligible entries, which will not be accepted, or for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, service providers, computer equipment, or software, failure of any email or entry received by the Organizer on account of technical problems or traffic congestion on the Internet, problems with any of Organizer's websites or external party website, or any combination thereof, including any injury or damage to the entrant's or any other person's computer resulting from downloading any materials in connection with the Organizer and the Event. Additional, multiple, and/or mechanically generated entries will be disregarded and may result in total and permanent disqualification from the Event.

3. The Participant accepts all risks associated with his/her participation in the Event that could result in injury, disability or loss of life. Accordingly, the Participant releases the Organizer, its staff, agents and all other persons and entities engaged in the Event from any and all liabilities related to any injury, disability or loss in connection with the Event that could have been avoided by his or her own due diligence, and agrees to indemnify them, to the fullest extent permitted by law, against all claims, costs, expenses and damages of every kind and character (including court costs and reasonable legal fees) arising out of or connected with his/her participation in the Event in this cases

4. The Participants will also indemnify the Organizer in relation to any loss caused by:
    a. A breach by him/her of these terms and conditions,
    b. Any action by a third party in relation to the Participant's use of intellectual property in relation to the competition.
5. The Organizer may, in its sole discretion, delay, modify or cancel the Event if it believes the conditions become unsafe to participants due to bad weather or other reasons. If the Event is cancelled due to unsafe conditions, there shall be directives issued by relevant authorities stressing that they recommend the cessation of this type of activity.

4. PERSONAL DATA

6. The Participant understands and agrees that his/her name, race number and race results may be available to the general public during and after the Event. The Participant consent to his/her name, contact details and personal data being included to OCEANMAN's database.and that unless s/he specifies to the contrary, will be subscribed to OCEANMAN materials and publications about upcoming Events. The Participant will be able to opt out from these subscriptions at any time.

   The Organizer shall:
   (a) comply with all applicable requirements of the Data Protection Laws; and
   (b) process any personal data which it obtains or holds in relation to a Participant under or in relation to these Terms only for the purposes of carrying out its obligations under these Terms.

   The organizer shall use the Participants personal data for the purpose of providing services in relation to Events, including, but not limited to Event registration communications, Event access, dining, administration (including before, after and during the Event), invoicing and payment, delegate lists, post-Event feedback, quality checks, Participant verification (including for sanctions and trade control purposes), research and polling.

   In order to fulfil our obligations to you in relation to the Event, we may share relevant personal data with presenters, Event venue management, the Online Event Platform, trainers, organisers, print houses, finance partners, connected communities, faculties, committees, Event service providers and external delivery partners.

5. INTELLECTUAL PROPERTY

1. The Participant grants to the Organizer and its affiliates the right and permission to photograph, film, record and/or otherwise capture in any media the name, image, voice, written statement, photograph and/or visual likeness of him/her and/or his/her family attending to the Event, with the right to sublicense, during the Event or otherwise, without compensation, for use for any purpose in any media throughout the world in perpetuity, including but not limited to use in broadcasts, photographs, publications, podcasts, webcasts, motion pictures, brochures, CDs, DVDs, internet websites, social media platforms, television, and/or in any related commercial, informational, educational, advertising, or promotional materials. The Organizer and its affiliates will own copyright in all such materials.

2. All Intellectual Property Rights in and to Events and in the Content relating to Events are the property of the Organizer or its third-party content providers. The Organizer may provide a licence to third parties, including Event Sponsors, to use the Content at their sole discretion.

3. Participants may use the Content solely for their own personal use and benefit and not for resale, distribution or other commercial purposes.

4. The Event trademarks or distinctive signs may not be used without the Organizer's prior written permission.

5. Any request for permission to republish, reprint or use for any other purpose any of the Content or Event trademarks or distinctive signs should be sent and authorised by email to the Event contact as described in your Event Confirmation.

6. FORCE MAJEURE

"Force majeure" means circumstances which are beyond our reasonable control and which are reasonably likely to affect the successful development of the Event or would make it inadvisable, impracticable, illegal, unsafe or impossible for us to host the Event or perform our obligations under these Terms, including circumstances, which directly affect the participants in their home countries resulting in a material percentage of the participants being reasonably likely to be prevented from

attending the Event such as, but not limited to: bad weather, unsafe conditions, pandemics, directives issued by relevant authorities or any other cause.

The Organizer may, in its sole discretion, delay, modify or cancel the Event in case of force majeure.

The Organizer accepts no liability and shall pay no compensation where the performance of its obligations is made impracticable, unsafe, illegal, or impossible by or as a result of force majeure events.

7. LEGAL TERMS

1. In case of any discrepancies between any other rules and policies of OCEANMAN and these Terms, the latter will prevail.

2. The Participant confirms that s/he is, or will be on the date of the Event, over 18 years of age and that s/he has legal capacity to execute this Agreement. Otherwise, the legal guardian will sign the corresponding authorisation for the participation of the minor in the Event (which must always be included in the catalogue of Events aimed at minors).

3. Any dispute or claim arising out of and relating to this Agreement is governed by laws of Spain.

4. The exclusive place of jurisdiction for any kind of legal proceedings is Alicante, Spain.

5. The Participant hereby confirms that s/he has read and understood this Agreement and that s/he voluntarily sign it as his/her registration application, which will proceed by clicking the box next to these Terms on the OCEANMAN website.