

\*\*\* Dear users, CTT Etalon LLC is conducting open beta testing of the Everlegends application.

Beta testing is one of the acceptance testing methods that is performed by the customer base. Its purpose is to give clients the opportunity to assess their degree of satisfaction with the project.

So, users check the functionality of the product, ease of use, quality and compatibility with other programs and smartphones.

During testing and based on its results, a certain experience of working with the program is formed, requests for feedback regarding its functionality are submitted.

These characteristics make it possible to give a qualitative assessment of the finished product, since for the beta testing procedure, a pre-launch functioning version of the application with the entire possible set of functions is given.

In this regard, please note that the rules on rewards during the beta testing period are not applicable under any circumstances, the nominal payment for participation in any of the announced championships is 1 rub. The Organizer will announce the completion of beta testing in the mobile application, as well as in the official groups of social networks. Any claims against the Organizer are considered invalid. Our goal is to bring a quality product to the market with your help. Thank you for your patience, understanding, substantive and honest feedback.

## 1. General terms of user agreement

1.1. Competitions on the quality and speed of physical exercises (hereinafter referred to as the Competition / Championship) under the name "Legends Forever" are held as part of the initiative of LLC "CTT" Etalon" and are aimed at the massive and systematic popularization of physical exercises by users of the "Everlegends" mobile application among participants who are over the age of 18 (without affecting the supporting-motor system, without visual impairment and without intellectual impairment) with rewards in the event that participants demonstrate objectively better results in accordance with these rules. Competitions are not risk-based. The competitions are purely objective in nature, aimed at identifying and comparing the physical abilities of the participants, require the payment of participation fees (topping up of balance), are not a lottery, are not gambling or any another game based on risk. Physical exercises performed within the framework of these competitions are not "sports competitions" and / or "sports" within the meaning of the Federal Law of December 4, 2007, No. N 329-FZ "On physical culture and sports in the Russian Federation". Where grammatically appropriate, competition and / or championship may refer to competitions / championships. To hold the fairest championships for disabled participants with supporting-motor disorders, visual impairments and intellectual disabilities, separate championships may be formed, which will be additionally notified as soon as the Organizer is ready.

1.2. The determination of the winners from among the participants who have achieved objectively the best indicators, provided that the participants confirm their compliance with all the conditions of the championship / competition and the requirements of the Rules, is not random, but is done by detailed selection of the artificial intelligence of the Organizer and / or by specialists separately from each other. Each video material is assessed by three independent (randomly selected by the system) specialists who have a higher education diploma of the state standard of the Russian Federation in the field of physical culture, who provide professional assessment services to the Organizer. Participants unconditionally agree to be evaluated by specialists in the above-described manner and acknowledge the results obtained as objective, independent, and fair in a peremptory manner. If a physical exercise is performed in a format that does not correspond to the format of the competition prescribed in the rules, the participant may be disqualified and cannot be re-evaluated in the championship, the paid entry fee is not refundable under any circumstances. Only the final score is published. By downloading the Everlegends mobile application from the App Store or Google Play, users become familiar with the user agreement and privacy policy and give their unconditional consent to the strict application of these Rules and Regulations to them, to the processing and publication of personal data, to the publication of results, etc. ...

1.3. The official rules of the competition in full for open access are posted in the Everlegends mobile application available through the App Store and Google Play and on the website [www.everlegends.com](http://www.everlegends.com).

1.4. The use of the Everlegends application, as well as participation in the championship, is regulated by the current Russian legislation, as well as by these rules of the championship (hereinafter referred to as the Rules).

1.5. The Organizer of the Competition (hereinafter referred to as the "Organizer") is LLC "CTT" Etalon" (legal address: 125284, Moscow, Leningradsky avenue, 29, corpus 1-434; mailing address: 125284, Moscow, Leningradsky avenue, 29, corpus 1-434, branch No. 8617 of Sberbank of Russia, current account No. 40702810428000004567, correspondent account 30101810400000000640, BIK 048702640, TIN 1102081498, OGRN 1191121001752, registration number in the register of personal data operators - 11-20-002262, email address: [info@everlegends.com](mailto:info@everlegends.com)).

1.6. The service may not be available to participants from North Korea, Iran, and other countries (the list is not exhaustive) due to restrictions in the processing of payments by payment systems, for which the Organizer is not responsible. In case of possible restrictions in different countries and jurisdictions with payment systems and payment processing, the Organizer reserves the right to act at its own discretion.

1.7. In this document and the resulting or related relations of the Parties, the following terms and definitions are used:

- **System** - a set of the Site / Server / Mobile application and the content and functionality posted on it, to which users, participants, experts, and specialists are given access.
- **Site** - a site on the Internet that contains general information about the mobile application, current disciplines for participation, rules for participation, prize money, etc.: <http://www.everlegends.com>.
- **Mobile application** - a mobile application "Everlegends", through which users are given the opportunity to compete for monetary rewards in championships in different disciplines with users from other cities and countries. Using the mobile application users can win and be rewarded. The mobile application "Everlegends", the copyright holder of which is the Organizer, is available for download in the App Store and Google Play. By default, all championships are held on the Android or iOS platform. Any other devices (emulators, mods or similar programs) are prohibited. The minimum technical requirements for devices of users / participants must correspond to the year of release of the smartphone no earlier than 2017. with Android version 4 or higher and / or with iOS version 10 or higher. The organizer reserves the right to determine the appropriate technical devices suitable for participation in the championships at its sole discretion.
- **Registration** is a procedure for personifying and identifying a user in the Mobile application or on the Website (in the case of registration of performance evaluation specialists), in which the user fills out the Participant's Questionnaire, and has the ability to log

in using a personal profile (account) in one of the social networks (VKontakte, Facebook and etc.). The organizer has the right to refuse registration to the user if it considers that the information provided by the latter is inaccurate, malicious and / or incomplete.

- **Participant's form** - personal information that the user leaves about himself when registering on the Site and / or in the Application, is entered by the Participant personally or filled out automatically from the profile on the social network (name, surname, patronymic, gender, date of birth, country, city, profile picture, email address, phone number, etc.). Before participating in any championship, the Participant must consent to the processing of his / her personal data, as well as familiarize himself / herself with the Rules of the Competition.

- **Participants** are persons who comply with these Rules and have fulfilled the requirements established by these Rules. Persons who have reached the age of 18, without damage to the supporting-motor system, without visual impairment and without intellectual impairment, capable individuals are allowed to participate in the championship (the full age must correspond and is established on the date of downloading the Application). Each Participant has the right to take part in a given championship only on his / her own behalf. The identification of the Participant is carried out by the name and surname specified during registration, the ID number of the participant. If necessary, the Organizer has the right to request a copy of the participant's passport for verification activities and other data and documents. Participants who provided the Organizer and officials with the necessary information are responsible for its accuracy. Providing inaccurate information may entail the use of measures by the Organizer at its own discretion. The organizer has the right to carry out all the necessary verification measures (reconciliation of the user's passport with the participant, etc.) and, in the event of a discrepancy, exclude the participant from the championship without refunding the entry fee in a peremptory manner.

- **Championship** - competition (squats, push-ups, pull-ups, etc.) among 1000 (thousand) participants in each category of physical exercise. To determine the best results, the Participants send their video materials through the Mobile Application to the Organizer for their objective assessment by experts, for an independent and impartial ranking by the system. Specialists, if necessary, provide participants with written comments and recommendations for the implementation of the exercises. The Championship is considered to be held every time thousands of video materials are sent to the Organizer of the Participants of the same sex, in a given category of physical exercise. Each championship is subject to sequential numbering (No. 1, 2, 3, 4, 5, etc.). Participation in any championship by participants of the opposite sex is not allowed. This is regarded as a deliberate disruption of the championship. Such participants are subject to disqualification without the possibility of a refund of the entry fee for the championship.

- **Physical exercises (disciplines)** - exercises (push-ups, pull-ups, squats, etc.) performed by the Participants in accordance with the rules and techniques posted in the Everlegends Mobile Application.

For the purposes of these Rules, the following concepts are equivalent and interchangeable:

- push-ups / flexion and extension of the arms in the lying position.
- pull-ups / pull-ups on a high crossbar with a straight, medium, and wide grip.
- squats / classic squats.

- **Reward** - is transferred to the Participants who won prizes (I place - 1 winner, II place - 2 winners, III place - 3 winners, TOP-100 - 100 winners), according to the ranking by the Organizer's system to personal bank details of participants account holders as individuals. All fees are quoted and are predominantly denominated in Russian rubles. The conversion rate to US dollars or national currency of the recipient of the reward will be determined on the day the winners are announced. Any tariffs and expenses charged by the receiving bank of the winning participant, conversion and transfer costs, the Organizer's Bank, through which the payment of fees will be carried out, is not responsible. These costs are entirely the responsibility of the participant.

- **Rating** is an ordinal indicator characterizing the achievements of all participants in a certain category of physical exercises. The rating is formed based on the results of the quarter and takes into account the indicators of all championships held during this period separately for a given discipline.

## 2. The procedure for processing personal data of the Participant

2.1. Purposes of personal data processing: 1) holding the championship in accordance with these Rules and current legislation; 2) fulfilment by the Organizer of the duties of a tax agent; 3) use of data for sending sms-messages, advertisements and correspondence from the Organizer or his authorized persons concerning this championship on telecommunication networks; 4) the use of initials (first names, patronymics, surnames), dates of birth, images, photo and video materials, as well as interviews and other materials about the winners for advertising and other commercial purposes aimed at promoting the goods and services contained in the application "Everlegends" and of the mobile application as such.

2.2. The list of personal data that is provided by the Participant and processed by the Organizer or persons involved by him is limited to the information entered by the Participant in the questionnaire when registering in the mobile application and on the Website, as well as information received in the hardware and software Complex of the Mobile Application / Website from external sources (accounts) specified by the Participant.

2.3. The list of actions with the personal data provided by the Participants: collection, recording, systematization, accumulation, storage, clarification (update, change), extraction, use, transfer (distribution, provision, access), depersonalization, blocking, deletion, destruction of personal data.

2.4. Cross-border transfer of personal data within the framework of the competition is not carried out, personal data is processed and stored on the territory of the Russian Federation.

2.5. The Organizer processes the personal data of the Participants in full accordance with the principles and rules established by the Federal Law "On Personal Data" dated July 27, 2006, N 152-FZ, including the observance of confidentiality and security of personal data during their processing, including the protection requirements established by Art. 19 of the Law. The participant of the competition gives the Organizer his / her consent to publish his / her result in the following format: personal photo, name, surname, city, country, score received, place in the rating, link to the participant's personal page on social networks, video with the exercise.

2.6. The organizer processes personal data during the championship. During the period after the initial download of the mobile application by the user, all personal data of users and participants received by the Organizer and at the disposal of the Organizer are subject to processing, including, but not limited to: 1) documents and messages received from applicants for rewards, which are stored until the official request of the user and / or the participant about their removal is duly received; 2) materials created and published during each championship in the Mobile Application, which are stored by the Organizer indefinitely. The Participant has the right at any time to revoke permission to process and store personal data by sending a scanned written application with a personal signature to the Organizer's address [info@everlegends.com](mailto:info@everlegends.com) indicating in the subject line "On revoking permission to process and store personal data, full name", or the letter will be to be considered not received from the email address specified by the participant when registering in the mobile application, which entails the automatic termination of participation in the championship of the person who has withdrawn his / her personal data, without refunding the participant the entry fee paid by him to participate in a particular championship.

2.7. When re-downloading the mobile application, the user must again consent to the processing and storage of personal data in accordance with these Rules.

## 3. Method of concluding an agreement between the Organizer and the Participant of the championship

The contract for participation in the championship for each individual physical exercise between the Organizer and the Participant of any announced by the Organizer competition is concluded in the following way:

**3.1.** The conclusion of the Agreement is made by sending a public offer (proposal) by the Championship Organizer by posting these Rules in the official mobile application "Everlegends", through which the users / participants have access to the championship mode and the acceptance of the offer (acceptance) by a person who meets the requirements set forth in this regulation and established in clause 1.8 (Registration) of the Rules by performing the actions provided for in clause 4.1 of these Rules.

**3.2.** Based on the results of the actions specified in clause 4.1. Of the Rules, such a person is recognized as a Participant of a given competition. From that moment on, the contract between the Participant and the Organizer of the competition is recognized as concluded. From the moment of visiting the organizer's website and / or mobile application, the person is recognized as a User.

**3.3.** In the cases stipulated by the current legislation, when paying the entrance fee for participating in a given championship, when withdrawing funds, the cashier's receipt is sent to the email address specified when invoicing or specified when registering an account in the Everlegends application, or via SMS. At the same time, when making payments in the currency of the participant's country, the amount of payment is indicated on the check in Russian rubles at the exchange rate of the JSC Sberbank of Russia on the date of the order of the Organizer to conduct the financial operation. After the participant has sent the video material to the Organizer for analysis, ranking and publication of the results, the payment made by the user is not refundable.

**3.4.** When the participant withdraws funds to his personal account, when the participant provides the required information - card number, taxpayer number, full name, phone number, telephone, email address, passport data with the appropriate and readable scanned copies attached, the Organizer processes such application of the participant within 5 banking days and in case of a satisfactory check, instructs the debiting of the corresponding amount from the Organizer's account, which is in itself the fact of Organizer's proper execution of the participant's reasonable request for withdrawal of funds as of the date the instruction was created by the Organizer.

#### **4. The order of participation in a given championship**

**4.1.** To become a participant in a championship in a certain physical exercise, a person who meets the requirements of the current Russian legislation and these Rules must perform the following actions:

- Register in the Everlegends Mobile Application available in the App Store or Google Play.
- Be sure to carefully read the user agreement (section Legal information in user's personal account).
- Choose a championship by gender in one of the physical exercises.
- Get acquainted with the video demonstration of the execution, the technique (correctness) of the execution, Organizer's requirements for any given championship, as well as safety precautions.
- Record a video of your performance (only through a mobile application) with a correct and static angle, sufficient and clear illumination (at least 200 Lx) without visual and audio interference in the foreground or background of the video recording, only in clothing that is tight to the body for clarity of the exercise performance, without a headdress, etc. without masks, etc. with a clearly visible face on the video - for identification purposes from the passport photo in case of getting into the TOP-6 or TOP-100, without the participant disappearing from the recording frame from the beginning of the video recording. For identification purposes, when recording starts, the user is given 5 seconds to clearly record his / her face.
- Pay an entrance fee (or top up the balance in advance) in the amount of at least 1499 rubles.
- Submit the video to the Everlegends Center for ultimate evaluation by experts.
- Wait for a notification with the result, comments, and expert recommendations.

**4.2.** In case of failure to perform any of the above actions, the Organizer reserves the right, at its discretion, to categorically exclude the user from a given championship, depriving him of the right to receive the result of the evaluation by experts, without refunding the entry fee, since the Organizer bears the cost of evaluating each video material, and in case of irresponsible, not attentive or incomplete familiarization with the Rules, it does not bear any responsibility for the user, as well as does not refund the entry fee and does not re-evaluate participants' performance for free within the framework of any given championship. The Organizer has the right to unilaterally make decisions regarding the compliance of the Participant's actions with these Rules, as well as the negative consequences that such actions can entail in relation to the number of points awarded to the Participant and the place in the rating of such a Participant. At the same time, the Organizer isn't obliged to provide any comments and / or explanations to the Users / Participants in this case.

If the result of the analysis of the participant's video material is recognized as a contender for victory, the Participant must submit the requested information to the Organizer and perform the actions specified by the Organizer, established in clause 13 of these Rules.

The participant is obliged to perform all tasks independently and personally, using his / her own physical capabilities to achieve the evaluated results. Participating in any given championship, it is forbidden to use software or any other devices, means, methods to influence the results of the championship and increase the number of points. The Organizer reserves the right to immediately disqualify such Participants, block and delete their accounts without any return of the entry fee made by the latter.

Familiarization with the user agreement and privacy policy occurs at the registration stage and means the participant's full agreement with these Championships Rules and that his / her personal data voluntarily provided in accordance with these Rules can be used by the Organizer or persons authorized by him, including the processing of the user's personal data / of the participant, as well as the participant's consent to receive sms messages, push notifications, advertisements and correspondence from the Organizer or his / her authorized persons regarding a certain championship (or championships) in telecommunication networks.

The organizer has the right at any time to make changes to the list of tasks, as well as to the conditions for calculating marks and points and existing restrictions, any changes are published in the rules (user agreement) posted in the mobile application.

**4.3.** The Organizer has the right, at its discretion, to revise the achievements / results / assessments / points of any participant up to the removal of penalty points (points by which the result of the participant is reduced) or to cancel the results and remove a participant from participation in the competition in the following cases:

- The Organizer has clear or indirect evidence of cases of the use of prohibited means or other unauthorized influence on the results.
- The Participant's results clearly go beyond the physical capabilities of a person, as well as if the Participant is suspected of winding up points (artificially influencing the performance of the Device or using third parties to improve performance). The organizer sets such limits at his / her own discretion.
- The participant or friends invited by him are suspected of using bots (unreal accounts on social networks, in the Mobile application or on the Website). The validity of the accounts is determined by the Organizer at its own discretion.
- In other cases, falsification of the results is established in any way by the decision of the Organizer.

The Participant can get acquainted with the information about the received personal points, as well as the overall rating in the Mobile application in the corresponding section after the official publication of the results.

At the end of each championship of each category of physical exercise, information about the points awarded and the overall rating of all Participants becomes the property of the Organizer.

With each next participation in the championship of a certain category of physical exercise, the assessment and calculation of points is carried out from the zero mark.

The Participant understands that the fulfilment by the Parties of their obligations under this user Agreement cannot guarantee the successful completion of any tests or exams by the Participant outside the system or anywhere.

#### 5. Dates of the championships and the procedure for paying remuneration

All actions stipulated by these Rules must be performed and recorded by the Organizer Moscow time from 00 hours 00 minutes 00 seconds to 23 hours 59 minutes 59 seconds of the corresponding calendar day included in the specified period, unless otherwise specified separately. Any time specified in these Rules must be considered as Moscow time (MCK).

The right to send (only by recording video through the Mobile Application) the participant's video material arises from the moment the User makes an entry fee for participating in one of the officially open championships. The period of validity of paid participation in the championship (1499 rubles) in one of the disciplines is 12 (twelve) months (from the moment of receipt of the entry fee to the account of the Organizer) and is considered used in the amount of 1499 rubles. when a participant sends his / her video to the Organizer for its assessment and ranking. The entry fee after sending the video material to the Organizer cannot be returned to the participant, since the fee is aimed at obtaining an individual assessment of the quality of the exercise performance, written comments, and recommendations from specialists, as well as obtaining a rating indicator of the participant among thousands of opponents in one category of physical exercise. The participant's deposited funds can be returned before the participant sends the video to the Organizer, minus the commission charged from the Organizer and other expenses deducted from the Organizer in all cases by the Organizer and allowing the Organizer to cover all costs associated with the return operation.

The Organizer undertakes to pay the appropriate remuneration in the event of realization of a full set for a given championship (thousands of participants of the same sex in a given discipline) in the manner and within the time frame provided for in this agreement, and / or no later than 10 (ten) years from the moment the Organizer announces the official opening of any given championship in the mobile application - depending on which event occurs first. The Organizer will not accept any claims of the participants about the misunderstanding of this point, since before making the entrance fee / taking part in the competition, the participant had the opportunity to clarify all the incomprehensible moments in such situations.

#### 6. Registration fee (balance top-up / participation payment)

For the Participant to have the right to take part in one of the championships and send the video material in one of the categories of physical exercises for assessment by a specialist, the Participant must pay a fee in the amount indicated directly in the Mobile application. This entry fee is aimed at the formation of the remuneration fund, to cover the operating costs of the Organizer and, after sending the video material, cannot be returned to the Participant under any circumstances, including but not limited to such cases when the User / Participant declares that payment has been made on account of the entry fee. not by them and / or by mistake, since the User / Participant undertakes to store his / her mobile device in a place inaccessible to third parties, with a secure password, with which the User and the Participant of the Competition unconditionally agree, which is confirmed by the User / Participant downloading the Mobile application and / or subsequent sending video material to the Organizer. The entry fee is not a commercial loan (Article 823 of the Civil Code of the Russian Federation). Any interest on the entry fee is not subject to accrual under any circumstances (article 317.1 of the Civil Code of the Russian Federation). The admission fee is made by the user to receive the service - the assessment of the participant's performance of the selected physical exercise by three independent specialists in the field of physical culture.

#### 7. Sending video by the Participant

When participating in the championship in one of the categories of physical exercises, the Participant fixes his / her performance in one approach by recording on video (only through the mobile application). When satisfied with his / her performance, the Participant sends video material for subsequent professional assessment, ranking, provided by the Organizer's system, and publication of the results for each category of physical exercise in each individual championship.

#### 8. Points

A quantitative indicator of the Participant's results, calculated for the performance of an exercise in a single championship. Participants have the right to simultaneously compete in all the stipulated categories of physical exercises (disciplines), subject to the payment of an entry fee for participation in each separate category in the corresponding championship.

The number of points awarded by specialists to the Participants depends on:

a) the quality of the participant's performance of the exercises in comparison with the "Everlegends" standard, which is an integral part of the user agreement (Appendix # 1). The maximum score for each repetition, awarded by specialists to a participant in one of the categories of physical exercises for the quality of performance, is 9, the minimum is 0;

b) the number of exercises performed during a given period of time (60 seconds).

The final score is calculated as follows:  $B = P / K + K / N * 10/2$ , where

P - is the sum of points for all repetitions on a scale from 9 to 0

K - the number of repetitions performed in 60 seconds

N - is the maximum possible number of repetitions in 60 seconds (60 - for pull-ups, 120 - for squats, 160 - for push-ups).

For example, a participant did 4 reps in 60 seconds in a pull-up discipline. The specialists gave the following points: 6, 7, 8, 9.

The final score of the participant will be:  $((6 + 7 + 8 + 9) / 4) + (4/60 * 10/2) = 7.833333$ . Points are rounded by the system according to the standard rounding rules with an accuracy of 6 decimal places inclusive.

#### 9. Remuneration fund

9.1. The reward fund for a particular championship includes the following rewards in monetary terms:

| Rewarded places | Number of winners | Reward      |
|-----------------|-------------------|-------------|
| 1st place       | 1                 | RUB 250,000 |
| 2nd place       | 2                 | RUB 100,000 |
| 3rd place       | 3                 | RUB 50,000  |
| TOP-100         | 100               | RUB 2,000   |

9.2. No other remuneration is provided. In accordance with the requirements of the current legislation of the Russian Federation, the Organizer acts as a tax agent in relation to the remuneration issued to the Participants, provides the tax authorities with information on the income of individuals in connection with the transfer of remuneration to them, and also withholds personal income tax from each amount of the winners' remuneration in the amount of 13% for tax residents of the Russian Federation and in the amount of 30% or more (depending on the jurisdiction of the participant) for persons who are not tax residents of the Russian Federation and pays it. The Organizer withholds a commission from participants, charged by payment systems and / or banks for transferring funds to participants.

9.3. Each Participant can become the owner of only one of the awards of one championship of one category of a given physical

exercise.

**9.4.** Rewards are paid only after the Organizer has checked the person claiming to receive a reward for compliance with the requirements of the rules, as well as after the participants have provided the Organizer with the necessary documents and personal bank details with appropriate confirmation of such for transferring the remuneration.

## **10. Rewarded places**

According to the results of the championship in a certain physical exercise, within the time limits established in clause 5 of the Rules, an authorized representative of the Organizer and / or artificial intelligence of the system consider the rating of the participants' achievements (the points received by the participants). In relation to the Participants with the highest number of points, the Organizer and / or the artificial intelligence of the system identifies possible factors of unauthorized influence on the results in accordance with clause 4.3 of the Rules, determining the final results.

**First place** - the first place can be claimed by one winner who scored the highest number of points among 1000 (thousand) participating in a given championship of a given discipline (one physical exercise).

A participant who took first place in one of the championships and received a reward in the amount of 250,000 rubles cannot apply for prizes during the next five championships in the same discipline (physical exercise). In other words, it must provide other participants with the opportunity to compete for prizes. The participant who took first place can try his / her hand at other disciplines.

**Second place** - two participants who have received the number of points immediately following the number of points of the participant who took first place in a given championship of a given discipline (one physical exercise) can apply for the second place. The amount of remuneration for the second places is 100,000 rubles to every prize-winner. Participants who took second places in one of the championships and received a reward in the amount of 100,000 rubles cannot apply for prizes during the next five championships in the same discipline (physical exercise). The participant who took second place can try his / her hand at other disciplines.

**Third place** - the third place is claimed by three participants who received the number of points immediately following the number of points of the participants who took second places in a given championship of a given discipline (one physical exercise). The amount of remuneration for third places is 50,000 rubles to every prize-winner. Participants who took third places in one of the championships and received a reward in the amount of 50,000 rubles cannot apply for prizes during the next five championships in the same discipline (physical exercise). Participants who took third places can try their hand at other disciplines.

**TOP-100** is a prize-winning category for which 100 participants can apply who have received the number of points immediately following the number of points of participants who took third places in descending order in a given championship of a given discipline (one physical exercise). The amount of remuneration for TOP-100 places is 2,000 rubles to every prize-winner.

## **11. Summing up and publishing the results of a given championship**

The results of a given championship and the publication of the results of the championship are summed up within 10 (ten) calendar days from the moment and upon reaching the set of a given championship (one thousand participants) in a particular category of physical exercise and / or after 10 (ten) years from the date of official publication in the Mobile Application of information about the start of a given championship, depending on which event occurs first. The Organizer does not enter disputes regarding the conformity of the assessment of the exercise performance and the awarding of points given by artificial intelligence and / or specialists. The information that is indicated in the corresponding section of the mobile application, after publication and / or on the Organizer's Website, is accepted as true for calculating and approving the results of the championship and distributing the rewards promised by the Organizer.

## **12. Procedure for awarding remuneration**

**12.1.** To receive a reward, applicants must, within 10 (ten) calendar days from the date of the official publication of the results in the Mobile Application, attach the following documents in PDF or JPEG format in the appropriate section of the Mobile Application:

- scan of an identity document (page with a photo and registration at the place of residence);
- Tax identification number and personal insurance policy number.
- other documents at a separate request of the Organizer.
- bank details of an individual's personal account.

**12.2.** Rewards that are not handed over or not distributed within the specified period for any reason are considered unclaimed.

**12.3.** The keeping of unclaimed rewards and the possibility of claiming them after 10 (ten) calendar days is not provided. All unclaimed rewards remain with the Organizer, who can use them at his / her own discretion.

## **13. Transfer of the reward to the winner participant**

Crediting to the account of a certain (permitted by the Organizer) electronic payment system or transfer to a certain (permitted by the Organizer) personal bank account of an individual is carried out after sending the details to the Organizer by the user / participant upon request. The commission for the transfer of funds to the winner participant is paid by the user and is automatically deducted by the Organizer from the Remuneration of the winner participant. The size of the commission may differ between the Participants and the winners due to different providers of the Participants' accounts and due to the different geographic location of the Participants - the amount of the commission is determined by the institutions offering the corresponding financial services. The size of the commission and the allowed by the Organizer payment systems and / or banking / financial institutions cannot be presented as any claims to the Organizer under any circumstances. The organizer reserves the right to unilaterally change the permitted list of payment systems and / or banking / financial institutions without explaining the reasons and without incurring any costs to users / participants associated with such, to which users / participants give their consent.

## **14. Transfer of remuneration to winners**

Carried out by the Organizer within 5 (five) banking days considered as such in the Russian Federation from the moment the winners upload the reliable data specified in clause 12 of the User Agreement and within 5 (five) banking days from the date of receipt of the results of verification activities, if necessary (doping testing). If the Organizer has doubts about the accuracy of the uploaded data by the winner, the term for transferring the reward may be postponed at the discretion of the Organizer. The transfer of remuneration is considered executed by the Organizer on the day the payment order is sent to the relevant Organizer's Bank.

## **15. Changes to the rules and early completion of the competition**

**15.1.** The Organizer has the right to cancel, prematurely end the competition or change these Rules in the event of any technical problems, negative impact of malicious computer programs (viruses), occurrence of other force majeure circumstances that resulted in the failure of the Mobile application and the impossibility of holding the championship.

**15.2.** In all cases, if it is impossible to sum up the results of the championships in accordance with these Rules for any reason, including but not limited to: breach of the Mobile Application with viruses, attempts of unauthorized interference (hacking) in its

operation, other reasons that can damage or disrupt the operation of the Mobile Application or negatively affect the objectivity of the assessment of the actions of the Participants, the Organizer reserves the right, at its discretion, to cancel the holding of the championships, change the conditions of their holding or announce the early termination.

**15.3.** Informing the Participants about the change in the Rules, about the cancellation of the championships or about other significant events related to the holding of the championships is made through announcements, notifications in the mobile application or via email.

## **16. Additional terms**

**16.1.** The Organizer excludes from the number of Participants the applicants for the victory and the Winners:

- Persons who do not meet the requirements provided for in clause 1.1 of these Rules.
- Persons who provided false or distorted information about themselves, including information specified during registration, as well as information or documents separately requested by the Organizer.
- Persons in respect of whom the Organizer has clear or indirect evidence of an attempt to falsify the results of the championship.
- Persons who have violated other provisions of these Rules.
- Persons acting destructively, causing harassment, insulting Championship Participants or representatives of the Organizer, or damaging the reputation of the Everlegends brand or any other brands of the Organizer.

**16.2.** Communication with an authorized representative of the Organizer on the issues of holding championships is carried out by e-mail: [info@everlegends.com](mailto:info@everlegends.com). In the subject line of the letter, it is obligatory to indicate "Concerning the holding of the championship" or the letter will be considered not received.

**16.3.** The Organizer reserves the right not to enter written negotiations or other contacts with the Participants of the championships on any issues or issues that are regulated by these rules.

**16.4.** The fact of participation in a given championship implies that the Participants express their unconditional consent that his / her initials (names, surnames), date of birth, images, photo and video materials, as well as interviews and other materials about them can be used in advertising and for other commercial purposes aimed at promoting the goods and services of the Everlegends application on the market, in any form, both in the Russian Federation and abroad for an unlimited period and without payment of any remuneration.

**16.5.** The Organizer, at its discretion, may invalidate all applications for participation, as well as prohibit further participation in all or in one of the disciplines of the championship to any person who forges or benefits from forging the process of applying for participation or of holding of the championship, acts in violation of these Rules in a destructive manner or acts with the intention of harassing, insulting, threatening or harassing any other person who may be associated with the championships.

**16.6.** The Organizer reserves the right to introduce additional technical restrictions at any time to prevent unfair actions in the Mobile Application and / or on the Website. In the event of any attempt at fraudulent actions by a certain participant, his / her data will be cancelled, and the participant himself may be removed from participation in the championship / championships without explanation or notification. The Organizer independently evaluates the good will of the participant's reception of points based on the technical capabilities of the Organizer.

**16.7.** By taking part in a given championship, the participant realizes and agrees that the Organizer is not able to exclude access to the published data of third parties (any other Internet users) and prevent any actions that are undesirable for the participant on the part of these persons in relation to his / her published information (copying, downloading, subsequent changes to images for personal purposes), in connection with which the Participant assumes all the responsibility associated with this. The organizer does not bear any responsibility for the indicated actions of third parties, as well as for any harm caused to the user and / or participant, including, but not limited to, personality, health, reputation, etc.

**16.8.** The Organizer is not responsible for: technical failures of the network of the telecom operator or Internet provider, to which the user's smartphone / mobile device is connected; for violations in operation (including settings and data transfer conditions) of the Everlegends mobile application; for actions / inaction of the cellular or Internet operator to which the participant's smartphone / mobile device is connected.

**16.9.** The Organizer does not bear any responsibility for any physical, mental or moral injuries and / or injuries / disorders received by the participants while participating in the championships (or ever after participation), since participation in such must be carried out in strict accordance with the principles of reasonableness, in compliance with all the individual characteristics of the participants, if necessary, with preliminary and independent consultation of the participants with specialists (including but not limited to medical specialists) and with strict and unequivocal adherence to all kinds of safety rules. Participation in any given championship does not contradict in any way the legislation of the Russian Federation, it is a voluntary choice of the participants, and all responsibility for such participation lies entirely with the participant himself / herself.

**16.10.** For users located in the territory of Azerbaijan or another independent state and paying the entrance fee with a local bank card, additional VAT may be charged in the amount established by the legislation of the Republic of Azerbaijan or another independent state, payable by the user.

**16.11.** When making an entrance fee or replenishment of the balance in the Mobile application by a user who is in Armenia with a local bank card, LLC "CTT" Etalon (OGRN: 1191121001752) is the recipient of the payment, and is authorized to accept funds from the user towards payment of the entry fee, replenishment of the balance with the involvement of an authorized operator for receiving payments, or an operator of electronic money or other entities active in suitable information technology interaction.

**16.12.** The Organizer is not responsible for any loss of usability, loss of data or inaccuracy of data, failure of security mechanisms, interruptions in activities, costs associated with delays, or any indirect, resulting or concomitant losses, as well as losses caused by the circumstances of the case (including loss of profits), regardless of the form of action, both by virtue of the terms of the User Agreement, and by virtue of violation (including negligence), strict liability or otherwise, even if he was informed in advance of the possibility of such losses and damages.

**16.13.** The Organizer also disclaims all express and implied warranties not expressly specified in the text of this agreement.

**16.14.** Familiarization with the user agreement and privacy policy occurs before and at the registration stage and means the participant's full agreement with these Rules of the Championship and with all the consequences arising from the use of the mobile application.

**16.15.** The fact that the application is uninstalled by the user does not automatically revoke the user's consent to the processing of his / her personal data and / or to the saving and keeping of the publication of the user's results in a particular championship, since the organizer publishes the results tables during the period of consent to the processing of the user's personal data and may incur operational costs for their deletion (if technically possible), such operational costs may be charged to the user before deleting the user's results record, since the user had the opportunity to familiarize himself / herself with the rules before participating.

**16.16.** The organizer reserves the right at any time to oblige the winner to undergo a doping test at a reputable doping testing centre, if possible, within maximum territorial proximity to the participant but in any case, at the sole discretion of the Organizer, prior to the payment of the remuneration. In case of a positive result of a participant for a doping test, the Organizer has the right, at its sole discretion, to withhold the remuneration peremptorily, as well as to attribute the payment of the doping test itself to the participant with a positive result. In some instances, the Organizer has the right to ask the participant to make a 100% prepayment of the doping test before considering distributing the remuneration.

**16.17.** To the fullest extent permitted by law, you acknowledge and agree that your use of the Mobile Application is at your own risk and that the Mobile Application is provided on an "as is" and "as available" basis without warranty of any kind.

**16.18.** You agree to use the mobile application and any materials downloaded or otherwise obtained through the use of the mobile application at your own discretion and risk, and you are solely responsible for any damage to your computer or other device and for loss of data resulting from such use.

**16.19.** The Organizer further expressly disclaims all warranties and conditions, whether express or implied, including, but not limited to, the implied warranties and conditions of merchantability, fitness for a particular purpose and non-infringement of intellectual property rights.

**16.20.** You acknowledge and agree that, to the fullest extent permitted by law, the Organizer, its subsidiaries and affiliates, and its licensors shall have no liability to you for any indirect, incidental, special, consequential, or punitive damages incurred by you, including loss of data, regardless of whether the Organizer or its representatives had knowledge or assumptions about the possibility of such damage.

## Appendix # 1

| Push-ups (wide arms) |   |
|----------------------|---|
| Score                | Criteria for evaluation.  |
| 9                    | The starting position is saved, the push-up performed without errors.   |
| 8                    | The original position is violated: the head is lowered down.  |
| 7                    | Feet not brought together.  |
| 6                    | Improper positioning of hands: wider or narrower than shoulders, palms not parallel to each other   |
| 5                    | When performing, the pelvis is raised above the back, or there is a deflection in the back - the straight line of the trunk and legs is broken  |
| 4                    | The amplitude of the execution is not complete: when bending the arms, the requirement was not fulfilled - the shoulders were below the level of the elbows at the lowest point when lowering the body. When extending the arms, the arms did not fully straighten. |
| 3                    | Alternate flexion / extension and one of the above errors.  |
| 2                    | Two of the above errors.  |
| 1                    | Three or more errors from the above.  |
| 0                    | Exercise failed.  |

| Pull-ups (straight and medium grip) |  |
|-------------------------------------|--|
| Score                               | Criteria for evaluation.   |
| 9                                   | The starting position is saved, the push-up was performed without errors.  |
| 8                                   | The starting position is violated: the grip is too narrow or too wide.   |
| 7                                   | Feet not brought together.   |
| 6                                   | Non-simultaneous flexion of the arms when pulling up.  |
| 5                                   | The pull-up is performed with a jerk / swing of the trunk.   |
| 4                                   | The chin does not cross the bar when pulling up, the exercise is performed by stretching the neck.                           |
| 3                                   | The pull-up was performed with a violation of the full verticality of the body, swinging / lifting / deflection of the legs. |
| 2                                   | Two of the above errors.   |
| 1                                   | Three or more errors from the above.   |
| 0                                   | Exercise failed.   |

| Squats (classic) |  |
|------------------|--|
| Score            | Criteria for evaluation.   |
| 9                | The starting position is saved, the squat is done without errors.  |
| 8                | The starting position is violated: the stance of the legs is too narrow or too wide.                       |
| 7                | Parallelism of feet is violated.   |
| 6                | Back flexion while squatting.  |
| 5                | Reduction / extension of the knees when performing a squat.  |
| 4                | Insufficient squat: Parallel hip to floor not achieved / Excessive squat (knee flexion greater than 90 °). |
| 3                | Resting your hands on your knees while doing a squat plus one of the above errors.                         |
| 2                | Two of the above errors.   |
| 1                | Three or more errors from the above.   |
| 0                | Exercise failed.   |

**We wish all participants strength and resilience!**