

## LIMITATION OF LIABILITY AGREEMENT

This Agreement regulates the relations between JSC Nuclear.Ru (hereinafter referred to as the Organizer) and a physical person (hereinafter referred to as the Contestant) who wishes to publish pictures made by the Contestant or upon her consent (hereinafter referred to as the Pictures) on the Miss Atom-2010 website <http://miss2010.nuclear.ru> (hereinafter referred to as the Website) to participate in the contest Miss Atom-2010 (hereinafter referred to as the Contest) or to use the Website otherways.

This Agreement also regulates the relations between the Organizer and a physical person (hereinafter referred to as the Caller) who wishes to take part in the SMS voting (hereinafter referred to as the Voting) subject to the Contest procedures.

### 1. RIGHTS AND LIABILITIES OF THE ORGANIZER AND THE CONTESTANT

- 1.1 By having used the opportunity of placing the Pictures on the Website or using the Website otherways, the Contestant expresses her consent to all terms and conditions of this Agreement and undertakes to observe thereof or cease using the Website.
- 1.2 By participating in the Contest, the Contestant expresses her consent to the Contest terms and procedure and acknowledges final and not subject to appeal the Organizer's decisions made in regard of the Contestant's actions under the Contest procedures, and thus she shall not be a claimant against anyone and shall abandon any and all legal proceedings.
- 1.3 The Organizer shall provide the Contestant a possibility of publishing, free of charge, the Pictures on the Website, of viewing Pictures published by other Contestants, as well as of the use of the Website in ways that do not contradict this Agreement.
- 1.4 The publishing is carried out through saving the Pictures in the common database of the Website and their showing to the Website users upon requests or random sampling.
- 1.5 The Contestant shall agree that the Pictures she has published on the Website are accessible for all other users of the Website. By default, all uploaded Pictures are assigned the "Public" status. The Organizer in the person of its authorized representatives (hereinafter referred to as the Administration) shall have the right to moderate the uploaded images and data.
- 1.6 When the Pictures are published on the Website, the author's name will be the last name and first name of the Contestant she indicated when filling in the Website questionnaire.
- 1.7 The Organizer shall have right to use any Pictures published by the Contestants in advertising or promotional materials, in interactions with the mass media and publication in the press without a special permit by the Contestant and without an author's fee.
- 1.8 Rights for all Pictures published on the Website shall be considered owned by the Contestants who have published them until there are no grounds to consider otherwise. The Website users shall have no any rights to use the Pictures beyond the opportunities being provided by the Website and shall bear full responsibility before the author for wrongful use of the Pictures.
- 1.9 The Contestant shall bear responsibility before third parties on her own for her actions associated with the production and publication of the Pictures on the Website, including that for ensuring that the content of the Pictures is compliant with requirements of the Russian Federation legislation and does not violate rights and lawful interests of third parties.
- 1.10 The Pictures on the whole and each of their elements shall not breach author's rights, trademark rights, means of differentiation and/or rights for other intellectual property objects owned by third parties. The Contestant shall undertake to settle all claims from third parties associated with the production and publication of the Pictures on the Website on her own and at her expense.
- 1.11 The Organizer shall have the right to refuse to publish the Pictures on the Website or at any point of time remove, fully or partially, the Pictures from the Website without notifying on that the Contestant and without explaining the reason of the said actions. In particular, reasons for the refusal to publish or subsequently remove the Pictures are:

- 1.11.1 Publication of the Pictures which violate provisions of this Agreement that establishes requirements for the information being published by the Contestant on the Website, the legislation and/or lawful interests of third parties;
- 1.11.2 Publication of Pictures of an erotic nature;
- 1.11.3 Publication of Pictures containing constituent elements of pornography.
- 1.12 The Organizer shall bear no responsibility for the use (both lawful and wrongful) by third parties of the Pictures published on the Website, including their reproduction and circulation both in frames of the Website and by other ways possible.
- 1.13 The Organizer shall bear no responsibility before the Contestants for failure to hold the Contest or provide the prize due to a natural disaster, terrorist acts, earthquake, acts of war, fire, flood, hurricane, embargo.

## 2. RIGHTS AND LIABILITIES OF THE ORGANIZER AND THE CALLER

- 2.1 Under the Contest procedures, the Voting can be effected by sending SMS messages. (SMS - Short Message Service). The Caller is a physical person who is a user of GSM cellular communications, cellular phone operators in Russia and other countries (hereinafter referred to as the Operators).
- 2.2 The Organizer shall guarantee that the Voting is not a lottery or gambling.
- 2.3 The Caller shall not be a person who is taking part in the Voting by using calling numbers (SIM cards with phone numbers) which pertain to service and test/trial SIM cards.
- 2.4 The Caller shall not be a person who has used for the Voting a calling number (SIM card with phone number) owned by a corporate client of the Operator without a written permission of such client of the Operator to use the said phone number for private purposes, including for the Voting.
- 2.5. The fact of the Caller's participation in the Voting shall be the confirmation of his/her consent with the terms and conditions of this Agreement, terms and procedure of the Contest, as well as acknowledgement as final and not subject to appeal of the Organizer's decisions in regard of the Caller's actions in frames of the Contest and thus he/she shall not be a claimant against anyone and shall abandon any and all legal proceedings.
- 2.6. The Voting is allowed for any physical persons above 18 years of age, citizens of the Russian Federation, as well as non-residents of the Russian Federation who legally reside in the Russian Federation territory, and who are parties to respective agreements on the provision of cellular communications services with the Operators. The Organizer shall not be made liable for a breach of this paragraph by the Callers. The Callers and/or their authorized representatives shall be liable in regard of obligations arose from breaching this paragraph.
- 2.7. The Organizer shall not be made liable for delivery of SMS messages. All issues in regard of undelivered SMS messages shall be settled with the Operators.
- 2.8. The Organizer shall not be liable for unscored SMS messages if the Voting was made in a format other than provided by the SMS provider or the Caller made a misprint or his/her account does not allow sending SMS messages or due to another cause beyond the Organizer's control, as well as due to the fault of the SMS message delivery service.
- 2.9. Costs of SMS messages for taking part in the Voting from different countries and through different Operators are indicated in the Contest procedure. The Organizer shall not be liable for the Caller's actions arising from a misunderstanding of the Voting terms and conditions and entailing financial loss for the Caller as a result of the Operators' actions.

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