

**GARAGE MUSEUM
CUSTOMER LOYALTY PROGRAM
PROVISIONS**

1. Terms and definitions

This GARAGE Museum Customer Loyalty Provisions (hereinafter referred to as the “Provisions”) use the following terms and definitions:

GARAGE Museum Customer Loyalty Program (the Program): The discount and benefit system covering the Program Members and entitling them to discounts and benefits with respect to arts, educational, learning and/or awareness events carried out by GARAGE Museum of Contemporary Art, specifically: workshops, seminars, lectures, conferences, master classes, concerts, exhibitions, readings, recitals or meetings with famous arts people, and with respect to products, services or work sold or distributed by the Program Partners.

The Program Organizer (the Organizer): GARAGE Museum of Contemporary Art (a private arts institution having Principal State Registration Number (OGRN) 1147799010083, Taxpayer Identification Number (INN) 7706471526, Tax Registration Event Code (KPP) 770601001, registered office at: 119017, Moscow, Pyzhevsky per., 5, bldg. 1, Floor 3, Suite 1, Room 19a), ensuring GARAGE Cards to be issued and distributed, ensuring and enabling the information resource workability and usability, supervising the compliance of all the Program Members and Program Partners with the program terms and conditions and distributing the information regarding the Program and the Program Partners.

GARAGE Card (the Card): a plastic discount card bearing a unique number and logo of GARAGE Museum of contemporary art, and proving its holder’s entitlement to discounts and/or benefits available under the GARAGE Museum Customer Loyalty Program, with the specific discount and benefit scopes linked to the specific Card types.

GARAGE Card Activation: the process enabling the Program Member to use the discounts and/or benefits available under the GARAGE Museum Customer Loyalty Program, with the specific discount and benefit scopes linked to the specific Card types.

Program Member: GARAGE Card Holder respecting the terms and conditions prescribed under the GARAGE Museum Customer Loyalty Program, registered as Program Member by the Program Organizer in the Program Organizer’s information system.

Program Partner (a Partner): a legal entity or body corporate having a partner agreement with the Program Organizer and offering discounts to GARAGE Card Holders with respect to products, services or work sold or distributed by such entity.

GARAGE Card Holder: an individual who has purchased the GARAGE Card.

GARAGE Card Benefits (the Benefits): a range of discounts, bonuses and other benefits available to the Program Members, with the specific discount and benefit scopes linked to the specific Card types.

GARAGE Card Holder Application Form (the Application Form): the Form issued by the Program Organizer that, when completed and signed by an individual, constitutes the statement of such individual’s intent to enroll in the Program as Program Member.

Customer: an individual purchasing a product or a service from the Organizer or a Program Partner.

2. General Provisions.

2.1. The GARAGE Museum Customer Loyalty Provisions have been created in order to establish the GARAGE Card Holder discount and benefit system covering the events carried out or arranged by the Program Organizer and the products, services or work sold or distributed by the Program Partners, so as to establish the Program Organizer’s permanent Customer audience and incentivize more new Customers to become such permanent Customers, and also to boost the customers’ need for the services carried out and products produced by the Organizer and the Program Partners.

2.2. These GARAGE Museum Customer Loyalty Provisions govern the relationships between the Program Parties.

2.3. The Program Parties (Program Organizer, Participants and Partners) shall be obligated to strictly

conform to the terms of these Provisions.

2.4. The enrollment in the Program shall be a voluntary choice.

2.5. The Program Organizer shall ensure that the GARAGE Cards are issued, supervise that the Program Partners and Members comply with the Program terms and conditions and make sure that the parties duly meet the obligations they have assumed.

2.6. These Provisions are posted to and available at www.garagemca.org Website.

3. GARAGE Card Types and Benefits List.

3.1. The GARAGE Card types and the specific list of the Benefits shall be assigned by the Program Organizer and posted at www.garagemca.org Website.

3.2. In order to meet the goals and objectives set in these Provisions, the Benefits listed below shall be made available to the GARAGE Card Holders by the Program Organizer for the valid period of the Card:

- Unlimited free access to exhibitions organized by the Organizer;
- Preferential access to information desk services and to the exhibition venues without having to wait in a line;
- Eligibility for privileged reservation services such as participation or seat booking for lectures, roundtables and movie shows organized by the Organizer;
- GARAGE Card Holder entitlement to invitations to private or by-invitation-only events;
- Dedicated newsletter service;
- 15% discount off the price of excursions carried out by the Organizer;
- 10% discount off the price of the educational or learning programs organized by the Organizer;
- other benefits.

The range of the available Program Member Benefits may vary subject to the extent covered under the particular GARAGE Card type.

3.3. The Program Organizer and/or Program Partners may revise the discount entitlement terms and conditions and the discount amounts without specifically notifying such revision to the GARAGE Card Holders. The information about the currently available Benefits, Partners, and about the amounts, terms and conditions of the discounts offered by the Program Partners shall be posted at the Program Organizer's Website at: www.garagemca.org.

Since the Benefit entitlement terms, conditions, scopes and amounts may be subject to change, GARAGE Card Holders have the right to rely as on the true and accurate on the information as to the Benefit terms, conditions and scopes posted at the Program Organizer's Website as of the time of carrying out services or work or selling or distributing a product to a GARAGE Card Holder by the Program Organizer or a Program Partner.

4. GARAGE Card Issuance Conditions and Procedure.

4.1. Any individual aged 14 or older may purchase the GARAGE Card at the price set by the Program Organizer, who shall set such price at its own discretion. An individual may be entitled to hold not more than one GARAGE Card of a specific type.

4.2. GARAGE Cards shall be issued to holders at the office at: Moscow, ul. Krimsky Val, 9, str. 32.

4.3. GARAGE Cards shall be issued following the completion of the GARAGE Card Holder Application Form, where the Customer shall state the following:

- Full name (given name, family name, patronymic). The Customer's full name shall be stated in the same way as written in the Customer's applicable identity document;
- Birth date;
- Mailing address (zip code, city, street, house number, korpus number (i.e. building number), stroenie number (i.e. integrated group of buildings item number), apartment number) that GARAGE Card Holder prefers to use for receiving the information regarding discounts and/or new programs launched by the Organizer and/or the Program Partners;
- Mobile telephone number and email that GARAGE Card Holder prefers to use for receiving the information regarding discounts and/or new programs launched by the Organizer and/or the Program Partners.

If a Card Holder wishes his or her personal data to be changed, updated or withdrawn from processing by the Program Organizer, such GARAGE Card Holder shall make it known to the Program Organizer that he or his or her personal data have been changed or that his or her personal data processing approval is being revoked by sending an email to members@garagemca.org, with such email stating the GARAGE Card unique number and the full name of the GARAGE Card Holder.

4.4. In order for the Program Organizer to be able to timely keep the GARAGE Card Holder notified and updated about possible GARAGE Card usage terms and conditions and/or about promo campaigns or offers by the Organizer and/or Program Partners, the Customer shall complete at least one of the following fields of the Application Form:

- Mobile telephone number,
- Email address.

4.5. The information received by the Program Organizer by processing Application Forms is used subject to the requirements set out in Russian Federation Federal Law No. 152-ФЗ dated 27 July 2006 (*Law On Personal Data*).

4.6. By signing the Application Form, a Customer confirms that he or she agrees that the information submitted by him or by her to the Program Organizer may be used for the marketing and/or advertising purposes in a way not causing to be infringed the effective acts and laws of the Russian Federation. When signed by the Customer, the Form shall be the proof of the Customer's unconditional acceptance of the GARAGE Card Use procedures as well as of the terms and conditions set out in these Provisions.

4.7. Should a GARAGE Card Holder state a false, inaccurate or incorrect personal data in his or her Customer Application Form or should such Card Holder see to it that the information that is no longer up to date is updated, a GARAGE Card Holder shall solely bear the risk of any negative consequences that might occur due to (the submittal of) such incorrect data.

5. GARAGE Card Use Rules.

5.1. In order to be able to use the Benefit to which he or she is entitled, the GARAGE Card Holder shall produce the GARAGE Card before the Program Organizer or Partner prior to charging the cost of the products or services being purchased by the Customer. Customers having not produced their GARAGE Cards as required shall not be entitled to use the benefits under the Program.

5.2. GARAGE Card may not be transferred to third parties in order to cause such third party to be entitled to a Benefit when making a payment for a product or a service.

5.3. The GARAGE Card shall be valid for one calendar year from the Card Activation date. GARAGE Card shall be activated at the following location: Moscow, ul. Krimsky Val, 9, str. 32, with the activation being processed by reading a card identification number using the special card reader and having the Card identification number recorded in the Program Organizer's information system. If a GARAGE Card Holder fails to activate his or her Card within 30 (thirty) calendar days, the Card shall be activated automatically.

5.4. GARAGE Card reinstatement in case of loss or damage.

5.4.1. If GARAGE Card is lost or damaged, it may be reinstated by paying the card reinstatement fee by a Program Member upon producing the identity document subject that Customer personal data submitted by the person seeking to reinstate the Card is available in the Program Organizer's information system and allows the Card Holder to be identified in the system using the Customer Application Form data submitted by the Customer seeking to restore his or her card, with the Customer continuing to be entitled to all the Benefits covered under the Customer's entitlement as a Card Holder.

5.4.2. When a lost or damaged Card is replaced by the new Card, the lost Card shall be blocked and its Holder ceases to be entitled to any Benefits linked to such blocked Card. If a Card that has been blocked is produced by a person in order to get access to the Benefits, an administrator or a payment or booking officer may deny the person's entitlement to the Benefits.

6. Program Partners.

6.1. Entities that may qualify as Program Partners shall be bodies corporate having an agreement with the Program Organizer and offering discounts to GARAGE Card Holders with respect to the products, services or work produced or carried out by such bodies corporate.

6.2. The information about the Program Partners, and the Program Partner discount amounts and discounting procedures shall be posted at the Program Website at: http://garagemca.org/ru/about/garage_cards.

6.3. Program Partners may become GARAGE Museum Customer Loyalty Program Partners by voluntarily choosing to do so, and shall subject to the terms and conditions set out in the agreement between the Program Organizer and the Program Partner (hereinafter – the "Agreement").

6.4. A Partner may at its own discretion set the discount amounts, periods and procedures with respect to the discounts and also set the range of the products and services offered by it. Any amendments or updates regarding the range (list) of discounts, benefits and bonuses shall be subject to the approval by the Program Organizer and set out in the supplemental agreement to the Agreement to be entered into by the Partner and the Organizer.

6.5. A Partner shall be responsible for making the GARAGE Card Holder discounting and benefit entitlement terms and conditions known to its staff.

6.6. A Partner shall be obliged to place the GARAGE Museum Customer Loyalty Program symbols and logos at its sales and service outlets.

6.7. A Partner shall make available to the GARAGE Card Holders the discounts with respect to the products sold by it and/or the services carried out by it subject to the discount amounts set in the agreement between the Program Organizer and the Program Partner.

6.8. If a person seeks to use a discount when being serviced by a Partner, such Partner shall check if the GARAGE Card is actually being used by its actual holder. If a Partner detects that a GARAGE Card is used by a person other than the GARAGE Card Holder, such Program Partner may deny the use of a discount under a GARAGE Card by such other person.

6.9. A Partner may deny the use of a discount under a GARAGE Card with respect to a product, work or service, if:

- a Card Holder has not produced the card prior to charging the cost of the products, service or work being purchased;

- the Card produced by a Card Holder has expired.

6.10. A Partner who has denied the use of a discount or benefit to a Program Member or failed to make 100% of such discount or benefit available for use by a Program Member without stating the reasons for doing so, may be eliminated from the Program by the Organizer. If a Partner unreasonably denies the use of a discount, the Agreement signed with the Partner shall be cancelled by the Organizer. The Parties may agree to settle the conflict in any other way within the term stipulated in the Agreement.

6.11. A Partner may abandon the Program by notifying the unilateral termination of the Agreement to the Organizer and ceasing to be a Partner not earlier than 10 (ten) business days prior to the date at which the Partner plans to abandon the Program.

7. Miscellaneous.

7.1. The Program Organizer reserves the right to amend and updated these Provisions at any time without prior notice to the Program Members. The information regarding such updates shall be available at www.garagemca.org Website or may be requested from the Program administrators or booking or payment officers, as well as at the GARAGE Museum information desk or by calling +7 495 645 50 25.

7.2. Card Holders authorize the Program Organizers to process their personal data submitted by filing their Application Forms, with such authorization specifically entitling the Program Organizer to store and use the personal data stated in the Application Forms.

7.3. The Program Organizer reserves the right to suspend the enrollment of any Program Member in the Program (specifically, by blocking the Card) without prior notice, of a Program Member:

- fails to comply with these Provisions;
- abuses any benefits or preferences available under the Program;
- submits to the Program Organizer incorrect data and/or misleading information.