

SPORTS RULES AND GENERAL TERMS OF SALE RUN IN LYON BY HARMONIE MUTUELLE 2023 EDITION

Version updated on September 14th, 2023

PREFACE

The 14th edition of RUN IN LYON by Harmonie Mutuelle (hereinafter **the Event**) is organised on October 22nd, 2023 by Amaury Sport Organisation (A.S.O.), a French *Société Anonyme* with a share capital of €61,200,240, registered at the RCS de Nanterre under number 383 160 348, and whose headquarters are located in Boulogne Billancourt Cedex (92650), Bâtiment Quai Ouest, 40-42 quai du point du jour, CS 90302, France (hereinafter **A.S.O.** or the **Organiser**).

The present document describes:

- (i) the sports rules of the Event (hereinafter the **Rules**),
- (ii) the general terms of sale applicable to any order of products or services relating to the Event made with the Organiser through the intermediary of the registration platform *time to* (hereinafter **A.S.O.'s General Terms of Sale**).

The terms "you" "your", "yourself" and "yours" refer to you as a participant or consumer or as the parent or legal guardian (over the age of 18) if this participant or consumer is a minor in their country of residence.

Your registration for the Event implies your express and unconditional agreement of these present Rules and General Terms of Sale A.S.O.'s General Terms of Sale.

Only the minor's legal representative can register this child for the Event. Also, if the parental authority is exercised jointly, the legal representative of the child guarantees to the Organizer that the other legal guardian has read and accepted this document without reservation.

If you are the legal representative of a child and you register this child for the event exclusively aimed at children organized by ASO on the side-lines of the Event, you must refer to the provisions of article 1.20., that you accept fully.

This document completes the Terms of Use for the on-line registration platform known as *time to* (hereinafter *time to*), accessible at the address www.timeto.com/terms-of-use.

In the event of a contradiction between the *time to* Terms of Use, these A.S.O.'s General Terms of Sale and the Rules, the Rules shall prevail over A.S.O.'s General Terms of Sale, which will in turn prevail over the *time to* Terms of Use.

The Organiser may revise and update A.S.O.'s General Terms of Sale and the Rules at any time; make sure to check them regularly. Any changes which are made apply immediately after notification, through any means including, but not limited to, publication of a revised version of these General Terms of Sale and Rules on the Event's website www.runinlyon.com. In the event of significant changes to the General Terms of Sale and/or the Rules, the Organiser will strive to inform you by email at the address provided on time to.



N.B.! Role of time to:

The *time to* site, through which you have placed your order, enables sellers and professional organisers to list and sell their products and services. Although the *time to* platform facilitates transactions carried out on it, *time to* is not the seller nor the organiser of products and services relating to the Event.

Consequently, for the sale of products or services relating to the Event, a sales contract is formed only between yourself and the Organiser. The Organiser is responsible for the sale of products or services relating to the Event and any claims or other problems arising or connected to the sales contract between you and the Organiser.

I. SPORTS RULES

These Rules apply to all participants in the Event. They form an integral part of the General Terms of Sale referred to above.

In the event of a conflict between the General Terms of Sale, the provisions of the Rules will prevail.

1.1.THE ROUTE

The course of the Event is respectively 5Km, 10km, 21,097km and 42,195km for the RUN IN LYON by Harmonie Mutuelle 5Km Solidarity, 10km, half-marathon & marathon events, in accordance with the international road race regulations (World Athletics regulations).

The details of the routes will be presented on the Event's website and its social networks later on.

1.2. PARTICIPATION CONDITIONS – LICENCE – MEDICAL CERTIFICATE

To participate in the Event, you must be born at the latest:

- on 31 December 2008 for the 5Km event;
- on 31 December 2008 for the 10km event;
- on 31 December 2006 for the half marathon event;
- on 31 December 2004 for the marathon event.

The age categories will result in a separate classification in agreement with the French Athletics Federation (ci-après la **FFA**).

Participants are reminded that checks will be carried out during the Event to ensure that it takes place according to these Rules, and in particular to age and medical certificates conditions.

By participating in the Event, you take part in one of the sports events organised or approved by a sports federation. Consequently, your participation is subject to the compulsory presentation of:

(i) For adults:

- One of the following licences issued by the FFA: « Athlé Compétition », « Athlé Entreprise », « Athlé running » or « PASS EVENT J'aime courir », being valid at the date



of the Event, bearing proof of the issue of a medical certificate stating that there is no contraindication to athletics in competition.

- A valid sports licence issued by one of the following French Federation, being valid at the
 date of the EVENT, on which is stated « non contre-indication à la pratique du sport en
 compétition », « non contre-indication à la pratique de l'Athlétisme en compétition » or
 « non contre-indication à la pratique course à pied en compétition »:
 - Fédération des clubs de la défense (FCD),
 - Fédération française du sport adapté (FFSA),
 - o Fédération française handisport (FFH),
 - o Fédération sportive de la police nationale (FSPN),
 - o Fédération sportive des ASPTT,
 - o Fédération sportive et culturelle de France (FSCF),
 - Fédération sportive et gymnique du travail (FSGT),
 - Union française des œuvres laïques d'éducation physique (UFOLEP);
- or, a <u>medical certificate</u> or copy thereof, which must be less than one year old at the date of the Event, for unlicensed persons to whom the Event is open.

<u>Mandatory wording on the medical certificate</u>: It is specified that your medical certificate must imperatively state one of the following three mentions:

- « non contre-indication à la pratique de l'athlétisme en compétition »: the lack of any contraindication to the practice of competitive athletism.
- « non contre-indication à la pratique de la course à pied en compétition »: the lack of any contraindication to the practice of competitive running.
- « non contre-indication à la pratique du sport en compétition »: the lack of any contraindication to the practice of competitive sport.

Prior to the Event, participants may send their medical certificate or photocopy of the licence in digital format through the upload tool accessible on their *time to* account.

No medical certificate sent by post or e-mail will be taken into account.

These digital items must be submitted sufficiently in advance of the Event and no later than 15 days prior the Event to enable the Organiser to approve them. The participant should, therefore, check their *time to* account to ensure their document has been approved. If this is not the case, this item should be physically submitted when the race numbers are collected.

Checks on the authenticity of medical certificates and licences may be carried out on site, even if participants have already uploaded these items via their *time to* account. Participants must, therefore, be able to provide these items when they collect their race numbers or during the Event.

WARNING! Participants residing abroad:



You must provide a medical certificate stating one of the mandatory wordings stated above, even if you hold a competition licence issued by a federation which is affiliated to the World Athletics.

This certificate must be dated less than one year before the date of the Event, signed and allow the authentication of the doctor, whether or not the latter is established on French territory.

If the doctor is not established on French territory, the medical certificate must be drawn up in one of the following languages: French, English, Spanish, German, Italian or Portuguese.

(ii) For minors:

- One of the following licences issued by the FFA: « Athlé Compétition », « Athlé Entreprise », « Athlé running » or « PASS EVENT J'aime courir », being valid at the date of the Event, bearing proof of the issue of a medical certificate stating that there is no contraindication to athletics in competition.
- A valid sports licence issued by one of the following French Federation, being valid at the
 date of the EVENT, on which is stated « non contre-indication à la pratique du sport en
 compétition », « non contre-indication à la pratique de l'Athlétisme en compétition » or
 « non contre-indication à la pratique course à pied en compétition »:
 - Fédération des clubs de la défense (FCD),
 - Fédération française du sport adapté (FFSA),
 - Fédération française handisport (FFH),
 - Fédération sportive de la police nationale (FSPN),
 - Fédération sportive des ASPTT,
 - Fédération sportive et culturelle de France (FSCF),
 - Fédération sportive et gymnique du travail (FSGT),
 - Union française des œuvres laïques d'éducation physique (UFOLEP);
- Or, the questionnaire accessible at the following link, duly completed, on condition that each of the items in the questionnaire results in a negative response: https://www.legifrance.gouv.fr/jorf/id/JORFTEXT000043486824
- o If you do not provide the above documents, you must provide a medical certificate attesting to the absence of contraindication to the practice of the sport or discipline concerned, dated less than six months before the date of the Event.

As the 5Km Solidarity is not timed, it is not necessary to have a licence or a medical certificate to register and participate. However, the Organiser draws the participant's attention to the fact that he/she will have to make efforts that are sometimes intense and/or continuous over the entire distance of the course and that he/she must remain vigilant in order not to injure himself/herself. Consequently, the participant guarantees to be in good general health and acknowledges the risks inherent in participation in the Event, as in any sporting event.



1.3. HEALTH PROTOCOL - CONDITIONS OF PARTICIPATION RELATED TO THE COVID-19 EPIDEMIC

In order to ensure the health safety of participants, the Organiser may issue a health protocol (hereinafter **Health Protocol**) and in particular introduce an obligation of provision of a document proving the participant's non-infection by the COVID-19 virus.

The participant must strictly respect the aforementioned Health Protocol and acknowledges the Organiser's right to refuse participation/access to - or to exclude from - the Event any participant infected by COVID-19 or for non-compliance with the aforementioned measures without the Organiser's liability being engaged or sought as a result.

You will be informed of the provisions of this Health Protocol by a communication sent to the e-mail address provided during your registration to the Event on *time to*.

Regarding the above-mentioned document attesting to the non-infection by the COVID-19 virus to be presented to the Organiser to have access to the Event:

The nature of this required document will be determined by the Organiser, taking into account elements including the requirements of the competent authorities and the state of scientific and technical knowledge, in particular screening, on the day of the Event.

It may in particular consist of a sworn statement of non-infection, a PCR or antigen test results or any other type of test performed within an appropriate time frame prior to the Event, which will be specified.

This document contains health data, which will only be viewed/consulted by the competent personnel of the Organiser when collecting the bibs and/or during the Event.

None of this data will be retained by the Organiser.

1.4. RACE NUMBER COLLECTION

Race numbers must be collected, upon presentation of the following documents:

- Your licence or medical certificate which meet the aforementioned conditions (only if it hasn't been uploaded and <u>validated</u> beforehand on your time to account),
- Your notification letter with the QR Code which can be downloaded on your *time to* account and/or sent by email before the Event,
- Your official, valid identity document.

Race numbers can only be collected in the dedicated area in the Event Village. Precise hours will be communicated later.

Event Village: Place Bellecour – 69002 Lyon.

The allocation of race numbers is firm and definitive.

Race numbers cannot be sent by post or collected on the day of the Event.

The race number must be placed on the chest and is mandatory in order to access to the departure area. It must remain completely visible throughout the race, including in the event of bad weather.



1.5. REGISTRATION CONDITIONS AND PRICES

Registrations for the Event may only be done on time to (www.timeto.com), from April 19th 2023.

Any person who wishes to participate in the Event accepts to sign up as a member of *time to* beforehand. As a result, the participant must fill in a *time to* registration form and accept the *time to time to* Terms of Use and Confidentiality Policy unconditionally. The participant undertakes to only fill in the information relating to their identity.

All registrations to an Event are personal, final and irrevocable, and refunds cannot be issued under any circumstances, unless it is specifically mentioned in the Rules.

Each registration gives rise to a race number. Race numbers cannot be transferred under any circumstances.

Anyone who transfers his race number to another person will be held responsible in the event that the latter is the victim of or causes an accident during the race.

The organisation declines all responsibility should such an accident occurs.

In case of registration as a team, the registration of each team mate is irrevocable and final. No replacing of a teammate will be possible.

A.S.O.'s General Terms of Sale are applicable to the purchase of any race number.

2023 PRICES

For reasons of safety of the Event, the Organiser reserves the right to limit the number of race numbers available.

Race number prices may vary depending on your Event registration date:

RUN'IN LYON WHarmonie	MY 10 KM			MY SEMI-MARATHON		MY MARATHON	5KM SOLIDARITY
mutuelle o	SOLO 123	TEAM 2	TEAM 4	SOLO 123	TEAM 2	SOLO 123	SOLO 123
FIRST FROM 19/04/2023 TO 10/05/2023 LIMITED QUANTITY'	25 EUR	45 EUR	90 EUR	39 EUR	72 EUR	60 EUR	
ENDURANCE FROM 10/05/2023 TO 28/06/2023 LIMITED QUANTITY'	29 EUR	54 EUR	100 EUR	45 EUR	82 EUR	65 EUR	42
SPRINT FROM 28/06/2023 TO 18/09/2023 LIMITED QUANTITY'	32 EUR	60 EUR	108 EUR	50 EUR	92 EUR	70 EUR	12 EUR
FINISH AS SOON AS THE SPRINT QUOTAS END LIMITED QUANTITY' *WITHIN THE LIMITS OF THE RACE BIBS AVAILAB	35 EUR	66 EUR	120 EUR	55 EUR	100 EUR	75 EUR	



In the event that the limited number of race numbers foreseen for a prize category (First, Endurance, Sprint) is reached before the date indicated, the rates applicable to the next higher category, within the limits of the quantities available, will be applied, without taking into account the dates indicated in the previous table.

The prices are expressed in Euros, all taxes included, at the rate in effect on the day of your registration.

The Organiser may arrange special offers which may give you a reduction on the price of your race number.

1.6. CANCELLATION FROM THE PARTICIPANT'S INITIATIVE

For participants who so wish, a "cancellation" insurance policy is offered as part of the PASS EVENT J'AIME COURIR RUN IN LYON by Harmonie Mutuelle at the time of registration for the Event on time to, the notice of which can be consulted on the following link: http://www.jaimecourir.fr/pdf/AssuranceAnnulation PassEvent.pdf. This option must be subscribed to before the validation of the order. This option allows you, under certain conditions established by the insurer chosen by the Organiser, to be reimbursed in whole or in part for the price of your race number, under the conditions described in the aforementioned notice.

1.7. OFFICIAL JURY - CHONOMETRY - FEEDING POINTS

RUN IN LYON by Harmonie Mutuelle carries the national FFA label.

The Official Jury consists of a referee of the FFA, whose decision power is final. The referee is assisted by judges and race stewards, also appointed by the FFA.

The 5Km Solidarity is not timed. No timing system will be proposed so that runners can enjoy the 5Km Solidarity experience at their own pace.

The other events (10Km, half-marathon and marathon) are timed. The timing will be taken every five (5) kilometres, as well as at the finish line.

Feeding stations are set up every five (5) kilometres and after the finish line for all participants.

Participants will have a maximum time of five hours and thirty minutes (5h30) for the marathon, three hours (3h) for the half marathon, one hour and thirty minutes (1h30) for the 10km and one hour and thirty minutes (1h30) for the 5km Solidarity to complete the course to the finish line. Any participant exceeding this maximum time will be disqualified.

Once the end of race vehicle has passed by, participants must comply with the traffic regulations of the French highway code (Code de la Route).



1.8. GENERAL SERVICES

Road safety is ensured by the Préfecture de Police, the medical service by the Organiser's service provider and, if necessary, by the French Red Cross and the Protection Civile. The latter may decide to withdraw a participant from the race for medical reasons. Under no circumstances can the Organiser be held responsible for a participant who is unable to finish the race following a decision to withdraw from the race taken by these general services.

1.9. ACCESS TO THE SITE AND SECURITY

The introduction onto the Event site of any potentially dangerous or illegal items, including drugs, firearms, blunt objects and explosive materials is strictly prohibited.

In order to gain access and to participate in the Event, the participant expressly acknowledges and agrees that the Organiser may employ security personnel, who will be authorised to screen persons and their belongings. Any person wishing to access the site agrees to submit to this control. In the event of refusal to submit to this control, the person will not be authorised to access the site.

The Organiser and the security personnel are entitled to refuse access to or continuation of the Event to participants whose behaviour is likely to disrupt the smooth running of the Event, in particular and without limitation: introduction of any object that could potentially hinder in any way the progress of the race, traffic and/or the safety of other participants; introduction of any distinctive sign promoting, in any form whatsoever, a political, philosophical or religious opinion likely to damage the image of the Event; abnormal, inappropriate or amoral behaviour by the participant, particularly if the latter appears to be under the influence of drugs or alcohol.

The course takes place on roads closed to traffic. Nevertheless, after the end of the race vehicle has passed, participants will have to comply with the traffic regulations of the French highway code (Code de la Route).

1.10. TIMING SYSTEM

All participants will be given an electronic chip when they pick up their race number (a chip in the form of a strip glued behind each race number) which will be automatically initialised at the start line and will serve as a check on the regularity of the race every five (5) kilometres and at the finish. In order to allow normal operation, the chip must not be bent or damaged. A participant who does not follow the course, marked out by the Organiser by human and/or material means, will not be classified at the finish.

The electronic detection system is selected according to strict reliability criteria. Despite the tests carried out by the manufacturers, there is always a very small percentage of non-detection. The absence of data resulting from this non-detection will not allow the Organiser to include the official or real time of the participant concerned in the classification. The Organiser cannot be held responsible for this.



1.11. INSURANCE

Cancellation insurance: All participants in the Event may take out a "PASS EVENT J'AIME COURIR" when they register for the Event, containing cancellation insurance, as set out in article 1.6 of this document, the notice of which can be consulted at the following address: http://www.jaimecourir.fr/pdf/AssuranceAnnulation PassEvent.pdf.

Civil liability insurance: In accordance with current legislation, the Organiser has taken out insurance covering the financial consequences of its civil liability, that of its employees and of all participants in the Event. With regard to the civil liability of participants, the intervention of this insurance for the latter is limited to accidents that they may cause during the course of the Event. This guarantee will be provided in addition to or in the absence of other insurance policies that the participants may have elsewhere. Proof of insurance can be provided to any participant on request.

Personal accident: All participants in the Event, whether or not they are members of a sports federation, can take out insurance when they register for the Event or at the latest when they collect their race number, guaranteeing the payment of a lump sum in the event of physical injury (death or permanent disability) due to an accident occurring on the Event course. Compensation, depending on the damage and the limits of cover chosen, is paid if the insured person is the victim of an accident during his/her participation in the Event.

THIS INSURANCE IS OPTIONAL BUT IS HIGHLY RECOMMENDED. It can be taken out in addition to or in the absence of a similar insurance held in particular via a sports licence. The information notice and the application form are available on the Event's website (Registration/Register/Insurances).

Material damage: The Organiser declines all responsibility for damage (theft, breakage, loss, etc.) to participants' personal belongings. Participants may not, therefore, take action against the Organiser for any damage caused to their equipment. It is the responsibility of each participant to take out insurance to cover these risks.

1.12. USE OF IMAGES

1.12.1. Participant's image:

As the Event may be recorded for the purposes of communication to the public, in any form (notably photo, video...), on any existing or future support, in any format, for any communication to the public worldwide, for any use including advertising and/or commercial purpose, each participant expressly authorises the Organiser, its assignees or beneficiaries (notably its commercial partners) to record and reproduce, on any support and by any means, and subsequently to reproduce and represent, without remuneration of any kind, his/her name, voice, image and, more generally his/her sports performance in the context of the Event (hereinafter their "Image"), for a duration not exceeding ten (10) years following the date of the Event. In this respect, the participant expressly authorises the Organiser to grant sub-licences to the Event's partners to use his/her Image for commercial and advertising purposes.

To this end, each participant expressly and irrevocably authorises the Organiser, its assignees or beneficiaries (notably its commercial partners), in order to meet the requirements of advertising, promotional and/or commercial campaigns, to:



- make any modification, addition or deletion that it deems useful for the exploitation of its Image under the conditions defined above,
- associate and/or combine with his/her Image all signatures, catchphrases, slogans, captions, trademarks, distinctive signs, legal notices, visuals and, in general, any element of any kind chosen by the Organiser to illustrate the communication supports in which they are integrated.

The participant guarantees that he/she is not bound by an exclusive contract concerning the use of his/her Image.

The participant is informed and accepts without reservation that his/her participation in the Event implies the record of his/her Image by the Organiser's official service providers. His/her Image reproduced in photo and/or video format will be accessible on the *time to* website in the "My Account" area and for one (1) year on the Event website in the "Results" section and, if applicable, on the website of A.S.O.'s photo and/or video service provider. With regard to the Event website, the participant accepts that he/she may be identified by any internet user providing his/her last name, first name and/or race number.

If you wish to object to such publication for a legitimate reason, you must communicate this decision to the Organiser at runinlyon@aso.fr, before the Event and at the latest thirty (30) days before the Event, so that appropriate measures can be taken.

1.12.2. Event Images:

Any communication of still images and/or animated sequences of the Event, by the participant, recorded during his/her participation in the Event must be limited to personal use and may in no case be used for promotional and/or commercial purposes outside the Event.

1.13. PERSONAL DATA

Generally speaking, personal data communicated by the participants (hereinafter the "Data") is intended for the authorised personnel of the Organiser, which is the data controller of such Data.

For information on the Organiser's data protection policy, the Organiser invites you to refer to the A.S.O.'s General Terms of Sales (II). As a participant in the Event, the Organiser also invites you to read the following provisions carefully:

At the end of the Event, the information related to your sporting performance (in particular your result, your photos and videos) are published on the Event website, and if applicable, on the FFA website and/or on the website of A.S.O.'s photo or video service provider. Your results associated with your name and region are likely to be used by any media.

If you wish to object to such publication for a legitimate reason, you must communicate this decision to the Organiser at runinlyon@aso.fr, before the Event and at the latest thirty (30) days before the Event, so that appropriate measures can be taken.

If you wish to object to such publication on the FFA website for a legitimate reason, you must communicate this decision to the FFA at dpo@athle.fr before the Event.



Duration of Data retention

Data is kept for three (3) years from the end of the Event. At the end of this period, A.S.O. will temporarily archive the Data for the longest period of legal prescription applicable for this type of service. Access to them will then be strictly limited to use within a legal or judicial framework.

Health data

The Organiser will not keep any health data, possibly requested by the Organiser, under the conditions set out in Article 1.3. of the Rules, in order to prove the participant's non-infection with the COVID-19 virus.

1.14. AERIAL FILMING

Participants are informed that:

- on the day of the Event, remote controlled aircrafts (drones) may be used for filming purposes;
- participants may be within thirty (30) metres of such drones during all or part of their participation in the Event;

Where applicable, safety instructions will be communicated to them and must be respected.

1.15. RESPECT FOR THE ENVIRONMENT

In order to respect the environment and the natural areas crossed, it is strictly forbidden to leave litter (paper, plastic wrappers, etc.) on the course. Bins, and if necessary selective waste bins, will be available at each feeding zone and "collection zones" will be installed and signposted at various points along the course. These must be used by the participants.

Participants must keep their litter and wrappers until they reach the places set up by the Organiser to dispose of them.

The Organiser reserves the right to award time penalties or to disqualify participants who voluntarily dispose of their waste outside the designated areas.

1.16. FORBIDDEN EQUIPMENT ON THE ROUTE

INTERDICTION: Bicycles, wheeled and/or motorised vehicles are strictly forbidden on the route.

1.17. ANTI-DOPING TESTS

The Event is a race organised under the authority of the FFA. As such, anti-doping controls may take place during the Event. Participants in the Event undertake to strictly respect the ban on doping as well as the provisions concerning anti-doping tests, arising from the laws and regulations in force, in particular Articles L.230-1 et seq. of the French Sports Code (Code du Sport).



Any refusal to take part in an approved control or any positive control will be subject to disciplinary proceedings before the federation of which the participant is a licence holder, or before the *Agence Française de Lutte contre le Dopage*, if the participant is not a federation licence holder.

1.18. MODIFICATION – POSTPONEMENT – INTERRUPTION – CANCELLATION

If the circumstances so require, the Organiser reserves the right to modify at any time the route, the position of feeding stations and timing points, to delay the date and/or the time of the Event, to stop the Event once it is under way, to cancel the Event or to impose a back-up route.

1.18.1. Cancelation / postponement of the Event due to COVID-19

If the Event has to be postponed and/or cancelled by the Organiser, for any reason related to the COVID-19 health crisis, the Organiser will propose you the reimbursement of the sums paid for your 2023 registration, less the sums corresponding to the purchased options which you could benefit regardless of the holding of the Event.

1.18.2. Cancelation/postponement of the Event for any reason other than COVID-19

If the Event has to be postponed and/or cancelled due to a reason beyond the Organiser's control, other than a reason related to the COVID-19 health crisis, the Organiser may propose offering compensation such as replacing the Event by another event organised by the Organiser, postponing the Event or reimbursing the cost of the race number, excluding all the participant's other expenses.

1.19. ADDITIONAL RACES AND RELATED EVENTS

Participants, or where applicable, any person for whom the participant is legally responsible, may be offered on the *time to* website to participate in:

- races in addition to the Event, i.e. any races organised or suggested by the Organiser alongside the Event in a festive atmosphere, taking place in the three (3) days prior to the Event or on the day of the Event (hereinafter the **Additional Races**),
- events relating to the Event, i.e. any events organised by the Organiser with a view to the physical and mental preparation for the Event (e.g. conferences on the Event and preparing for it, physical tests, training sessions) (hereinafter the **Related Events**).

Participants in the Additional Races and the Related Events recognise and accept that the provisions of Articles 1.12, 1.13, 1.18 et 1.16 (if the event takes place on a closed circuit) of these Rules apply to the Additional Races and the Related Events. When reading these provisions, the term "Event" should therefore be replaced by "Additional Race" or "Related Event".

Participants are informed that A.S.O. is not the actual organiser of all Additional Races and Related Events offered on *time to*.

Article 1.11 of these Rules applies to all Additional Races or Related Events for which A.S.O. is the organiser.



For any damages incurred during Additional Races or Related Events which A.S.O. has not organised, it may not be held liable under any circumstances.

<u>List of the Additional Races</u>: to be coming List of the Related Events: to be coming.

* = Races or Events organised by A.S.O.

1.20. MARATHOON'S: EVENT RESERVED EXCLUSIVELY FOR CHILDREN

An event reserved exclusively for children, the Marathoon's, is organised by A.S.O. in the margins of the Event, on 21 October 2023 at Place Bellecour (hereinafter the **Children's Event**).

This Children's Event consists of a race, the course of which will be communicated at a later date.

The Children's Event is an activity proposed by the Organiser which is not timed and does not constitute a competition. During the whole event, each child will always have the possibility to go at his/her own pace, without ever being encouraged to go fast. They will also be able to stop their endurance efforts at any time, either temporarily or permanently.

Only the legal representatives of the child (hereinafter the **Child**) may register the Child for the Children's Event.

If parental authority is exercised jointly, the legal representative of the minor child guarantees to the Organiser that the other holder of parental authority has read and accepted this document without reservation.

The Child must be born between January 1st, 2011 and December 31st, 2018 to participate in the Children's Event.

By registering the Child for the Children's Event, you certify that your child is in good general health and declare that you are aware of the risks inherent in the practice of any physical activity. You also authorise any doctor to carry out or have carried out any medical and/or surgical intervention in the event of an emergency and/or to prescribe any treatment made necessary by the child's state of health, in the event of an incident.

By registering the Child for the Children's Event, you acknowledge that the provisions of article 1.9. "ACCESS TO THE SITE AND SECURITY", article 1.16 "FORBIDDEN EQUIPMENT ON THE ROUTE", article 1.18. "MODIFICATION - POSTPONEMENT – INTERRUPTION – CANCELLATION" of the present Rules and Regulations as well as the A.S.O. General Terms and Conditions of Sale (II) are applicable to you.

For the aforementioned articles, it is understood that any reference to "the Event" shall be replaced by "the Children's Event".



1.20.1. Registration conditions and prices for the Children's Event

Registrations for the Children's event can only be made on *time to* (<u>www.timeto.com</u>) or in the dedicated area of the Event Village. The opening date for registrations will be determined at a later date and communicated by the Organiser on the website of the Event.

Only the legal representatives of the Child can register him/her for the Children's Event. To do so, they agree to register as a member of *time to*. To this end, the legal representative must complete a time to registration form and accept without reservation the *time to* Terms of Use and Privacy Policy. The legal representative undertakes to provide only truthful information regarding his/her identity and that of the Child.

Registration for the Children's event is free.

For reasons of safety of the Event, the Organiser reserves the right to limit the number of race numbers available.

All registrations to the Children's Event are personal, final and irrevocable, and refunds cannot be issued under any circumstances, unless it is specifically mentioned in the Rules.

Each registration gives rise to a race number. Race numbers cannot be transferred under any circumstances.

Anyone who transfers his race number to another person will be held responsible in the event that the latter is the victim of or causes an accident during the race.

The organisation declines all responsibility should such an accident occurs.

1.20.2. Race number collection

Race numbers must be collected, upon presentation of the following documents:

- Proof of registration for the Children's event,
- Your identity document and your Child's identity document.

Race numbers can only be collected in the dedicated area in the Event Village. Precise hours will be communicated later.

Event Village: Place Bellecour - 69002 Lyon.

The allocation of race numbers is firm and definitive.

Race numbers cannot be sent by post or collected on the day of the Event.

1.20.3. Images

The Child's legal representative acknowledges that the Children's event may be recorded, notably by photo or video.

1.20.3.1. <u>If, when registering your Child on time to, you agreed that your Child's image may be used in all media by A.S.O. and its partners for a period of 5 years from the date of the Children's event:</u>



The Children's event may be recorded for public communication purposes, in any form (notably through photos, videos, etc.), on any existing or future media, in any format, for any communication to the public around the world, for any use including advertising and commercial use. As such, each participant expressly grants the Organiser, its assignees and beneficiaries (notably its commercial partners) permission to record and reproduce, on any media and using any means, and subsequently to reproduce and represent, without remuneration of any kind, their name, voice, image and, more generally, their sporting activity within the context of the Children's event (hereinafter their "Image"), for a duration which may not exceed five (5) years following the date of the Children's event. The participant expressly authorises the Organiser to concede to Event partners sub-licences for the use of the Image for commercial and advertising purposes.

To this end, each legal representative gives his express and irrevocable permission for the Organiser, its delegates and its successors (notably its commercial partners) in order to meet the requirements of advertising, promotional and/or commercial campaigns, to 1) apply any modifications, additions or deletions that it sees fit when using the Child's Image in any of the circumstances defined above, and 2) associate and/or combine the Child's Image with signatures, catchphrases, slogans, captions, brands, distinctive signs, legal notices, visuals and, in general, any element of any kind chosen by the Organiser to illustrate the means of communication in which the images are used.

The legal representative guarantees that the Child is not bound by an exclusive contract relating to the use of her/his Image.

The representative are informed and unconditionally agree that their participation in the Children's event involves the Organiser's official providers taking images of them. Images reproduced in photo and/or video format will be accessible on the time to site in the "My Account" area and for one year on the website of the Event under the heading "Results", and if applicable, on the website of A.S.O.'s photo or video service provider. In terms of the Event site, the participant agrees that they may be identified by any Internet user by their last name, first name and/or race number.

If you wish to oppose this publication for legitimate reasons, you must communicate this decision to the Organiser runinlyon@aso.fr, in advance of the Children's event and no later than thirty (30) days before the event so that appropriate measures can be taken.

1.20.3.2. <u>If, when registering your child on time to, you do not agree to the use of your child's image in any medium by A.S.O. and its partners for a period of five (5) years from the date of the Children's event:</u>

Your Child's Image will not be used and any use of images in which your Child may appear will be done within the sole limit that your Child is not recognizable.

1.20.3.3. Also, any communication of still images and/or animated sequences of the Children's event captured by the Child or his/her legal representative during his/her participation in the Children's event must be limited to personal use and may in no case be used for promotional and/or commercial purposes outside the Children's event.



1.20.4. Personal Data

Generally speaking, personal data communicated by the legal representative of the Child (hereinafter the "**Data**") are destined for approved staff of the Organiser, which is the data controller of such Data.

For information on the Organiser's data protection policies, the Organiser ask you to refer to the A.S.O.'s General Terms of Sales (II).

If you wish to oppose this publication for legitimate reasons, you must communicate this decision to the Organiser at runinlyon@aso.fr, prior to the Children's event and no later than thirty (30) days before the Event so that appropriate measures can be taken.

Data retention period

Data is kept for three (3) years from the end of the Children's event. At the end of this period, A.S.O. will proceed with their temporary archiving for the duration of the applicable legal order for this type of service. Their access will then be limited in a legal or judicial framework.

1.21. Special Provisions related to PASS EVENT J'aime courir

The PASS EVENT J'aime courir is a product sold by the FFA through the Organiser on time to, allowing you to:

- (i) prepare your race with a personalised programme created by the running coaches of the French Athletics Federation. To access the services included in this Pass, once purchased, you will need to activate your account by clicking on the link included in the "PASS EVENT J'aime courir" e-mail, received within five days of your order.
- (ii) benefit from a cancellation insurance that guarantees the reimbursement of the registration fees of the PASS EVENT holder (price of the race number) who is obliged to cancel his or her participation in the race, before the start of the race, and for one of the reasons indicated below:
 - Death, accident or illness of the insured participant,
 - Death, accident or serious illness (requiring hospitalisation) of the insured's spouse, an ascendant or descendant of the first degree occurring in the thirty days preceding the event,
 - Refusal of the insured's visa by the French authorities,
 - Theft of the insured's identity papers in the 48 hours preceding the departure,
 - The insured is summoned to appear before a court.
- (iii) benefit from the services associated with the race, the PASS EVENT J'aime courir allows you to access all the services of jaimecourir.fr: advice, newsletter, training tools, news and good running plans offered by the French Athletics Federation.



II. A.S.O.'S GENERAL TERMS OF SALE

If you have ordered a paid for or free "RUN IN LYON by Harmonie Mutuelle" product or service from the Organiser via *time to*, then A.S.O.'s General Terms of Sale are applicable to you and constitute the sales contract that binds you to the Organiser.

In addition, if you are participating in the Event, the Rules also apply to you.

2.1. FIELD OF APPLICATION

These A.S.O.'s General Terms of Sale are not applicable to the goods and services that you have acquired, by any means whatsoever, from a third party, whether or not that third party is commissioned or licensed by the Organiser. The products and services covered by these A.S.O.'s General Terms of Sale are only those supplied directly by the Organiser and ordered via *time to*.

2.2. PRICES

Offers of products and services are valid as long as they are visible on the www.timeto.com website. The prices displayed exclude postage and packaging costs and any other specific services that you may have signed up for.

The price of the race numbers are given in the Rules. The Organiser reserves the right to organise special offers outside the price brackets, establishing special rates for a given period.

The prices of products and services is given in euros, including all taxes, at the rate applicable on the day of the order. The prices do not include postage costs, gift wrapping, any special offers and personal reductions ("promotional codes") given before the final approval of the order.

The prices consider French VAT applicable on the day of the order and any changes in the legal VAT rate will automatically be reflected in the product prices displayed on *time to*. However, prices cannot be modified once the user's order has been placed.

Orders destined for countries outside the European Union are not subject to French VAT. The prices displayed on *time to* for these orders, therefore, do not include tax. However, customs duties or other local taxes or import duties or State taxes may be payable. These duties and sums are not the responsibility of the Organiser and are payable by you. They are your entire responsibility, both in terms of making the declarations as well as any payments to the relevant authorities and/or bodies in the country of delivery. The Organiser recommends you contact the customs services for more information.

2.3. AVAILABILITY

The availability of products and services is usually guaranteed. In the event that, after your order has been place, a product or service becomes totally or partially unavailable, the Organiser will inform you as soon as possible of this lack of availability and will give you the possibility either to have another product or service delivered which is of equivalent quality and price, or be refunded the price of the service ordered within thirty (30) days following the request for a refund.

2.4. CONDITIONS FOR PLACING AN ORDER



It is possible to place an order exclusively on time to: on line on the site www.timeto.com.

No order sent by email or by post will be processed by the Organiser.

When you place your order on *time to*, you must create a *time to* account and, as such, you must accept the *time to* Terms of Use and Confidentiality Policy.

You must confirm your order after having selected the products added to your basket. Before confirming the order, you should check the contents of your basket (reference numbers and quantity of products and services) before confirming and accepting these A.S.O.'s General Terms of Sale and the Rules.

The Organiser will confirm receipt of your order by sending you an order confirmation email including an order summary and your payment receipt.

2.5. PAYMENT METHODS

Other than in exceptional circumstances, only on-line payments by bank card using the *time to* registration form are authorised.

Online payments to *time to* are made cash and via a secure payment platform, which has specific control measures in order to guarantee the security of purchases made on *time to* and to combat fraud.

The details of your bank card you provide when you place your order will never be communicated unencrypted on the internet network: they are encrypted using an SSL security protocol.

2.6. SENDING AND DELIVERY

With the exception of Event race numbers which must be collected in line with the terms defined in the Rules, products and services offered may be delivered according to price conditions given at the time of your order.

2.7. RIGHT TO CANCEL

2.7.1. Purchase of leisure services or personalised products

The term 'Leisure Services' refers to purchasing race numbers, catering tickets, etc.

You have no right to cancel the purchase of personalised products or the purchase of leisure services which must be provided on a date or according to a specific time period, in line with legal provisions set out in Article L.221-28 of the French Consumer Code (Code de la consummation) as follows:

"The right of withdrawal cannot be exercised for following contracts:

[....1

3 ° Contract supplying of goods made to the consumer's specifications or clearly personalized [...]

12 ° Contract providing accommodation services, other than residential accommodation, goods transport services, car rental, catering or leisure activities that must be provided at a specified date or period; "



2.7.2. Purchase of non-personalised merchandising products and other articles

In line with the legal provisions in force, you have, for non-personalised merchandising, a period of fourteen (14) days from receiving or collecting the merchandising product sold by the Organiser to cancel your order. You may exercise the right to cancel without having to justify your reasons nor having to pay any penalty and request the Organiser to refund the product ordered. This right does not apply to personalised items or articles produced on demand (such as personalised printed T-shirts, engraved medals, photo or video packs).

You can exercise your right to cancel by contacting the customer services department of A.S.O. at runinlyon@aso.fr which will inform you of the procedures to follow. You can also send a request by post to Customer Services at A.S.O.'s address.

Your request to cancel must reach A.S.O. no later than fourteen (14) days after collection or receipt of the order. You then have a further fourteen (14) days to send back the product(s) concerned by the return to the following address:

Amaury Sport Organisation (A.S.O.)
Customer Services – EGP,
Bâtiment Quai Ouest
40-42 quai du point du jour
CS 90302
92650 BOULOGNE BILLANCOURT CEDEX
FRANCE

Sample form to exercise your right of withdrawal

(Please complete and return this form only if you wish to withdraw from the contract.)

To the attention of Amaury Sport Organisation

Postal address: Amaury Sport Organisation (A.S.O.)

Service Clients – EGP Bâtiment Quai Ouest 40-42 quai du point du jour

CS 90302

92650 BOULOGNE BILLANCOURT CEDEX

FRANCE

Email address: runinlyon@aso.fr

I hereby notify you of my withdrawal from th provision of services (*) as follows :	e contract for the sale of the goods (*) / for the
Ordered on the (*)/received on the (*) :	
Customer name :	
Customer postal address :	



Customer signature :	
Date :	_

Refund in the event of withdrawal

(*) Delete as appropriate

In the event that you exercise your right to cancel and obtain a refund within the time periods mentioned above, only the price of the product(s) bought and postage costs will be refunded. The price of returning the goods is at your own cost. The products must be returned intact, in perfect resale condition and in their original packaging. Articles which are returned incomplete, damaged, or soiled by the user/consumer will not be accepted or refunded. You must include a copy of your receipt with your return.

If you exercise your right to cancel, the Organiser will proceed to refund the amounts paid (including delivery costs) no later than fourteen (14) days after the date on which A.S.O. is informed of the decision by the user/consumer to cancel. The date of refund may be delayed until the products are returned or until you have provided proof of the products being sent, the date of the first of these being the date used.

The refund will be made using the same payment method that was used for the order.

The Organiser is not bound to refund additional costs if you specifically chose a delivery method which is more expensive than the standard delivery on offer.

In the event of abnormal or abusive returns, the Organiser reserves the right to refuse any later orders.

In terms of products and services bought from third parties through the Organiser, you should refer to the General Terms of Sale of the third party. The Organiser cannot be held liable in this regard.

2.8. PRODUCT CONFORMITY AND LEGAL GUARANTEE

For products that you have bought from the Organiser and via *time to*, the Organiser is liable for defects in the conformity of the product, covered by the contract, under the terms of Article L.217-3 and following of the French Consumer Code (Code de la consommation) and any hidden defects of the item sold under the terms set out in Articles 1641 and following of the French Civil Code (Code civil). In terms of the warranty against hidden defects, you may decide to implement this warranty in the sense of Article 1641 of the French Civil Code (Code civil).

Please note: For products bought from third parties, such as the photo pack, you must contact the seller in question to exercise your rights. The Organiser cannot act as a substitute for the vendor.

2.9. RESPONSABILITY - FORCE MAJEURE



The Organiser agrees to describe the services and products offered on the *time to* site as accurately as possible. However, the Organiser's may not be held liable in the event that it is unable to implement its obligations due to an unpredictable and insurmountable event act by a third party to the contract or in the event of force majeure as defined by Article 1218 of the French Civil Code (Code civil) and by French jurisprudence. Similarly, the Organiser may not be held liable for any inconvenience or damage inherent in the use of the internet, particularly due to a lack of service, external intrusion or the presence of computer viruses.

2.10. PERSONAL DATA

By ordering a product or services relating to the Event from the Organiser, you will be required to provide certain information, particularly during your registration for the Event, in addition to the information you have communicated to *time to*. Some of this information may enable you to be identified, directly or indirectly, and may be considered as personal data in the sense of the applicable data protection regulation.

Generally speaking, personal data which are communicated are destined for the Organiser's approved staff, who are responsible for processing this information, and for any sub-contractors.

The Organiser collects this information for specific purposes, in line with the applicable legal provisions and with your consent, notably for the purposes of:

- Enabling the creation, management and access to your account;
- Providing the information and services requested and, notably, to enable you to register for Events proposed on time to, and to enable the sale of products and services on time to;
- Enabling the processing, monitoring and management of your registration for Events;
- Proposing personalised services regarding the information provided on your profile, and particularly advice and training programmes;
- Facilitating debt collection and combating fraud;
- Enabling the management, modification and improvement of the Organiser's products and services;
- Sending emails or publishing messages in order to provide you with useful information such as confirmation of your order, updates, newsletters on the Organiser's activities.
- Sending emails or text messages to provide you with information, announcements, or updates relating to the Event for which you have registered.
- Collecting information, particularly through surveys, polls, or questionnaires that the Organiser sends you.
- Ensuring compliance with applicable legal and regulatory provisions, notably in terms of medical contra-indications against participation by a participant in the Event;
- Sending emails or text messages to inform you of other events that might be of interest, in light of the information provided on your profile;
- Enabling the management, modification and improvement of the Organiser's services;
- Sending emails or text messages to communicate special offers, adverts or other commercial communications from partners of our Event.
- Enabling participants to communicate amongst themselves.
- Organising lotteries and competitions and allowing you to register and take part in them.
- Ensure the health security of participants by simply consulting a document attesting to the participant's non-infection with COVID-19. For any other purposes specified when your data are collected.
- Informing you of your results, sending you your certificates;



- For any other purposes specified when your data are collected.

Data sharing

The Organiser may share your data with third parties.

The Organiser may divulge data to its subsidiaries and affiliates, and in this case, their use is subject to the present terms.

If you have ordered products or services from our partners through the Organiser, the Organiser may share your data with these partners in order to meet your request. These third parties may send you communications, correspondence and emails.

If you have agreed, when ordering a product or service relating to the Event, to receive communications from Event Partners, they may send you communications, correspondence and emails.

Finally, the Organiser may share data that you have provided to us with our suppliers, service providers, sub-contractors or agents responsible for certain tasks on the Organiser's behalf. For example, these providers may include the timekeeper, the race number manufacturer, and the company responsible for medical assistance. These partners have agreed to maintain the confidentiality, security and integrity of the Data.

The Data are hosted outside the European Union, in the United States.

You may receive telephone calls and/or letters, emails or text messages regarding special offers from commercial partners of the Organiser, to whom the Data may be communicated and sold for commercial purposes, on the condition that you have checked the box to this effect when you order on *time to*. In any case, participants may oppose this in your "My Account" area or according to the terms set out below.

Pursuant to the Law of 6 January 1978 on Data Protection and Freedom of Information as modified, you have the right to query, access, rectify and oppose for legitimate reasons all the Data which concerns you as well as the right to oppose commercial marketing from the Organiser and/or its commercial partners. You also have the right to create specific or general directives about the retention, removal and communication of your Data after your death.

You can exercise all these rights by filling the form available on : https://www.timeto.com/en-gB/gestion-des-demandes or by sending an email to : dpoaso@aso.fr, or by post, accompanied by a copy of the signed identity document, addressed to:

Amaury Sport Organisation (A.S.O)
DPO – RUN IN LYON
Bâtiment Quai Ouest
40-42 quai du point du jour
CS 90302
92650 BOULOGNE BILLANCOURT CEDEX
FRANCE



Your requests will be taken be considered as soon as possible. You may be asked to prove your identity.

<u>Commercial communications – right of opposition</u>

If you are concerned by telephone marketing, you may also oppose the use of your telephone number by registering for free on the website https://www.bloctel.gouv.fr/accueil.

If you are concerned by email marketing, you can also unsubscribe from newsletters by going directly to your "My Account" area on the https://www.timeto.com/ website by clicking on the "My Notifications" link.

If you are concerned by SMS canvassing, you can also unsubscribe (i) by sending the words "STOP SMS" to the number specified in the SMS received or (ii) by going directly to your "My Account" area on the https://www.timeto.com/ website by clicking on the "My Notifications" link.

Organiser's contact details - legal information

The Organiser and publisher of the site http://www.runinlyon.com is Amaury Sport Organisation (A.S.O.), a French Société Anonyme with a share capital of €61,200,240, registered at the RCS de Nanterre under number 383 160 348, and whose headquarters are located in Boulogne-Billancourt Cedex (92650), Bâtiment Quai Ouest, 40-42 quai du point du jour, CS 90302, France, represented by its Managing Director, Yann le Moënner.

Director of the publication: Yann le Moënner

Tel. no.: + 33 (0) 1 41 33 14 00

The website http://www.runinlyon.com is hosted by Skale-5, whose headquarters are located in Paris (75 008), 33 Avenue des Champs Elysées.

The website http://www.timeto.com/sports/running/run-in-lyon.com is hosted by ACTIVE Network, LLC, whose headquarters are located in 717 North Harwood Street, Suite 2500, Dallas, TX 75201, United States.

2.11. DISPUTES, MEDIATION AND APPLICABLE LAW

Any other claim occurring as a result of the Event, must be made in writing, in French or in English, mentioning the last name of the participant, his first name and his race number, must be sent to the Organiser's headquarters by email to the following address: runinlyon@aso.fr or by post to the following address:

Amaury Sport Organisation (A.S.O.) RUN IN LYON Bâtiment Quai Ouest 40-42 quai du point du jour CS 90302 92650 BOULOGNE BILLANCOURT CEDEX FRANCE



You may also contact the consumer affairs mediator. The consumer affairs mediator chosen by the Organiser is the Centre de Médiation et d'Arbitrage de Paris (CMAP – Service Médiation de la Consommation, 39 Avenue Franklin D. Roosevelt – 75008 Paris, France). You may also contact the competent Public Consumer Affairs Ombudsman, where one exists.

To contact a Consumer Affairs Ombudsman, the participant should first send a registered letter with proof of receipt to the Organiser at the address given above.

If the participant does not receive a response or is not satisfied with the response from A.S.O. within two (2) months, they may, before turning to a competent court and within one (1) year of first notifying the Organiser, use the free consumer disputes mediation service for the Event by contacting the CMAP either via the contact details provided below or via its website (https://www.cmap.fr/) or may contact the relevant public consumer affairs mediator.

A.S.O.'s General Terms of Sale have been drawn up in French which is considered as the official language. They are subject to French law. Any difficulties relating to the Event which cannot be resolved by amicable agreement between the Organiser and the participant fall within the exclusive jurisdiction of the competent civil courts.