

SPORTS RULES AND
GENERAL TERMS OF SALE
Run In Marseille by Harmonie Mutuelle
2020

Version updated on September 20th, 2019

PREFACE

The 7th edition of Run In Marseille, Run In Marseille by Harmonie Mutuelle (hereinafter **the Event**) is organised on April 12th, 2020 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 (92100) France, 40-42 Quai du Point du Jour, (hereinafter 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* (its website, mobile site or app) (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 1.21., 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 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 <https://www.timeto.com/sports/running/run-in-marseille-by-harmonie-mutuelle-2020/>. 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, 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 sporting rules (hereinafter the **Rules**) apply to all participants in the Event. In the event of a conflict between the General Terms of Sale, the provisions of the Rules prevail.

1.1. THE ROUTE

The route of the Event is respectively 6km, 10km, 21,097km et 42,195km for, respectively, the 6K, 10K, the half-marathon & the marathon (simple or relay), according to the International Association of Athletics Federations (IAAF) rule.

The Event offers five different distances:

- 6km
- 10km
- Half-marathon
- Marathon
- Relay marathon

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

1.2. PARTICIPATION CONDITIONS – LICENCE – MEDICAL CERTIFICATE

To take part in the Event, you must be, at the latest on 31 December 2020 at least:

- 16 (sixteen) years old for the 6K course;
- 16 (sixteen) years old for the 10K course;
- 18 (eighteen) years old for the half-marathon;
- 18 (eighteen) years old for the relay marathon;
- 20 (twenty) for the marathon.

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, in particular according to the terms relating to age and medical certificates.

By participating in the Event, you are participating in one of the sporting events organised or approved by sports federations. Consequently, your participation is subject to the compulsory presentation of :

- **One of the following licences issued by the FFA:** « Athlé Compétition », « Athlé Entreprise », « Athlé running » or « Pass' J'aime Courir », being valid at the date of the Event.
- **A valid licence issued by one of the following French Federation,** 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, for those who do not hold such a license and who are eligible to take part in these competitions, presentation of this **medical certificate or its copy, which must be dated within a year of the date of the race.**

Mandatory wording on the medical certificate: It is specified that your medical certificate must imperatively stating 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 athletics.
- « 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.

Any medical certificate that is sent by post or by email will not be considered.

These digital items must be submitted sufficiently in advance of the Event and no later than fifteen 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! Foreign participants:

Foreign licence holders must provide a medical certificate stating one of the mandatory wordings, even if they are holders of a competition licence issued by a federation which is affiliated to the IAAF.

This certificate must be dated and must have been established within the year preceding the Event, signed and allow the authentication of the doctor, whether the latter is based in France or not. If the doctor is foreign, the medical certificate must be drawn up in one of the following languages: French, English, Spanish, German, Italian or Portuguese. A French translation must be enclosed with medical certificates drawn up in English, Spanish, German, Italian or Portuguese.

Registration in the Event implies the express and unreserved acceptance by each Participant of these rules.

1.3. RACE NUMBER COLLECTION

Race numbers as well as timing chips must be collected, upon presentation of the following:

- Your licence or medical certificate which meet the aforementioned terms (only if it hasn't been uploaded and validated beforehand on your *time to* account),
- Your notification letter which can be downloaded on your *time to* account and/or sent by email before the Event.
- Your valid proof of your identity.

Race numbers can only be collected in the dedicated area in the Event Village. The location and opening hours will be announced later on

The allocation of race numbers is firm and definitive. Race numbers cannot be sent by post or sent on the day of the Event.

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

1.4. 2020 REGISTRATION CONDITIONS AND PRICES

Registrations for the Event may only be done on *time to* (via the www.time-to.com website, its mobile site or its app), from September 25th, 2019.

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.

1.4.1. Bibs

It is reminded that A.S.O.'s Generals Terms of Sale are applicable to Bibs purchase.

2020 PRICES

The Organisation reserves the right to limit the number of race numbers available in the Event for safety reasons.

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

Marathon:

- **Tarif 1** : 50 € limited to 100 race numbers.
- **Tarif 2** : 55 € until November 24th 2019, limited to 300 race numbers
- **Tarif 3** : 58 € from November 25th 2019 to March 24th 2020.
- **Tarif 4** : 62 € from March 25th 2020.

Relay marathon:

- **Tarif 1** : 81 € (per team of three) limited to 15 teams.
- **Tarif 2** : 90 € (per team of three) until November 24th 2019, limited to 20 teams.
- **Tarif 3** : 96 € (per team of three) from November 25th 2019 to March 24th 2020.
- **Tarif 4** : 105 € (per team of three) from March 25th 2020.

Semi-Marathon:

- **Tarif 1** : 30 € limited to 400 race numbers.
- **Tarif 2** : 34 € until November 24th 2019, limited to 800 race numbers
- **Tarif 3** : 38 € from November 25th 2019 to March 24th 2020.
- **Tarif 4** : 42 € from March 25th 2020.

10km :

- **Tarif 1** : 20 € limited to 400 race numbers.
- **Tarif 2** : 23 € until November 24th 2019, limited to 800 race numbers
- **Tarif 3** : 26 € from November 25th 2019 to March 24th 2020.
- **Tarif 4** : 29 € from March 25th 2020

6km :

- **Tarif 1** : 13 € limited to 50 race numbers.
- **Tarif 2** : 16 € until November 24th 2019, limited to 100 race numbers
- **Tarif 3** : 19 € from November 25th 2019

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.

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.

1.4.2. Tourism Service Prices

NON APPLICABLE

1.5. CANCELLATION FROM THE PARTICIPANT'S INITIATIVE

For participants wishing to subscribe, "cancellation" insurance is available for the Half-marathon and Marathon (not the relay Marathon) when registering for the Event on time to, its policy can be consulted on the Event website <https://www.timeto.com/sports/running/run-in-marseille-by-harmonie-mutuelle-2020/> under the menu FAQ / Insurances. It must be taken out before the order is validated. This option will allow you, under particular terms established by the insurer chosen by the Organiser, to allow you to be reimbursed for part or all of your race number only, excluding any other products or services ordered.

1.6. OFFICIAL JURY – CHONOMETRY – FEEDING POINTS

The 10km, the Half-marathon and the Marathon carry the regional FFA label.

The whole road will be timed. The Official Jury consists of a referee of the FFA, whose decision power is final. The referee is assisted by judges, also appointed by the FFA.

The timing will be displayed on the course as well as on the finish line.

Feeding stations are set up along the whole route and after the finish line for all the participants.

A real time limit to cross the finish line (from the crossing of the starting line) is defined by the Organiser according to the difficulties of the course, technical constraints, etc. and is fixed at 6 hours for the Marathon, 3 hours for the half-marathon and 1h30 for the 10km. Any participant exceeding this real limit time, even if crossing the finish line, will be downgraded.

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

1.7. GENERAL SERVICES

Road safety is especially managed by the Préfecture de Police and medical services are provided by the Croix Rouge Française, the Protection Civile. They may decide to eliminate a participant for medical reasons. Under no circumstances will the Organiser be held liable by participants who have not finished their race, following a decision to eliminate that person taken by the general services.

1.8. ACCESS TO THE SITE AND SECURITY

It is strictly forbidden to bring any objects to the Event site that may be dangerous or illegal, in particular drugs, firearms, blunt weapons and explosives.

To access the site and take part in the Event, the participant recognises and expressly agrees that the Organiser may call upon security personnel who will be authorised to check both people as well as inspecting their personal belongings. Everyone who wishes to access the site must comply with this check. If they refuse to do so they will not be authorised to access the site.

The Organiser and the security staff may refuse access to the Event or prevent participants from taking part if their behaviour is likely to disturb the smooth running of the Event notably under the following, non-exhaustive circumstances: the use of any object which may hinder the race, the circulation and/or safety of other participants; the use of any distinctive promotion, in any form, of an opinion [political, philosophical or religious] likely to damage the image of the Event; abnormal, inappropriate or immoral behaviour of the participant, in particular if they appear to be under the influence of drugs or alcohol.

The route takes place on roads closed to traffic. Nevertheless, after the passage of the end of the race vehicle, the participants will have to conform to the rules of the French Highway Code.

1.9. TIMING

All participants will be issued with an electronic chip when they pick up their race numbers (the chip is attached to the back of the race numbers), which will be automatically initialised on the start line and will track the conformity of the race at each antenna along the Event's route and at the finish line. In order to allow the timing chip to function properly it must not be folded or bent. The race number must be attached to the front of the bike. Participants who do not follow the route defined by the Organiser, who use human and/or material assistance, or who cross the finish line without their "chipped" race number will not be recorded as having finished.

The electronic detection system has been chosen according to strict reliability requirements. Despite tests conducted by the manufacturers, a very low percentage of cases of non-detection remains. Due to the lack of information resulting from this non-detection, the Organiser may be unable to show the official or real time for the participant concerned in the ranking. The Organiser cannot be held responsible for this.

1.10. INSURANCE

Cancellation insurance: All participants in the Half-marathon and the Marathon (not for the relay Marathon) can take out a race number cancellation insurance when they register for the Event, as mentioned in Article 1.5 of this document.

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 officials and that of all the participants in the Event. As for the civil liability of the participants themselves, the aforementioned insurance policy will only cover accidents caused by participants during the Event. This guarantee can apply in addition to or in lieu of other insurance policies that participants might take out. A copy of the insurance policy is available to all participants upon request.

Personal accident: All of the Event's participants, whether or not they have licences issued by a sports federation, may take out insurance when they register for the Event or, at the latest, when they collect their race numbers. This policy will pay out a sum in the event of physical injury (death or permanent disability) as a result of an accident which has occurred on the Event course.

Compensation, according to the damages, will be paid if the insured person has an accident while participating in the Event.

THIS INSURANCE IS OPTIONAL BUT IS HIGHLY RECOMMENDED. It can be taken out in addition to or instead of any similar insurance cover and, in particular, any cover provided by a sports licence. The information notice and application form are available on the Event's website ([Registration / Register / Insurance](#))

Material damage: The Organiser will not be held responsible 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. Taking out insurance against such risks is the responsibility of the participant.

1.11. USE OF IMAGES

1.11.1. participant's image:

The 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 Event (hereinafter their "Image"), for a duration which may not exceed ten (10) years following the date of the 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.

The participant 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 participant's image in any of the circumstances defined above, and 2) associate and/or combine the participant'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 participant guarantees that they are not bound by an exclusive contract relating to the use of their Image.

The participants are informed and unconditionally agree that their participation in the 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.

1.11.2. Event Images:

Any communication of still and/or moving images of the Event recorded by the participant during their participation in the Event must be restricted to personal use and may not, under any circumstances, be used for advertising and/or commercial purposes outside the Event.

1.12. PERSONAL DATA

Generally speaking, personal data communicated by the participants (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. As a participant in the Event, the Organiser and also request that you carefully read the following provisions:

At the end of the Event, the information on your sporting performance (notably your result, your photos and videos) will be published on the Event site, and if applicable, on the FFA website or on the website of A.S.O.’s photo or video service provider.. Your results, alongside your full name and region may be picked up by any media outlet.

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

If you wish to oppose this publication on the FFA website for legitimate reasons, you must communicate this decision to the FFA at dpo@athle.fr prior to the Event.

Data retention period: Data is kept for three years from the end of the 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.

1.13. AERIAL FILMING

participants are informed that:

- on the day of the Event, remote controlled drones may be used for the purposes of media coverage;
- participants may find themselves throughout all or part of the Event, within 30 metres of these drones;
- If need be, safety instructions will be communicated to them which they must respect.

1.14. RESPECT FOR THE ENVIRONMENT

In order to respect the environment and the natural surroundings in which the event takes place, it is strictly forbidden to leave litter (paper, plastic wrappers) on the route. Bins, and where appropriate sorting bins, will be provided at all feeding zones. participants must make use of them when disposing of waste.

participants must hold onto their litter and wrappers and wait until they reach the places set up by the Organiser to dispose of them.

The Organiser reserves the right to award time penalties or exclude participants from the race who deliberately dispose of their waste elsewhere than in these specific areas.

1.15. MANDATORY, FORBIDDEN, RECOMMENDED, ALLOWED EQUIPMENT ON THE ROUTE

INTERDICTION: Bicycles, scooters, skateboards, roller skates, self-balancing transporters, etc., wheeled and / or motorised vehicles, in particular personal following cars, are strictly forbidden on the route.

1.16. ANTI-DOPING TESTS

The Event is a race organised under the authority of the FFC. 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 "*Code du Sport*" (Sports Code).

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.

1.17. MODIFICATION -POSTPONEMENT- 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 event and/or times of the Event, to stop the Event once it is under way, to cancel the Event or to impose a back-up route.

If the Event has to be cancelled due to a reason beyond the Organiser's control, in the event of force majeure, as defined by Article 1218 of the French Civil Code and French jurisprudence, according to the circumstances, the Organiser may propose offering compensation such as replacing the race by another Event organised by the Organiser, postponing the Event or reimbursing the cost of the race number, less the registration fees, excluding all the participant's other expenses.

1.18. ADDITIONAL RACES AND RELATED EVENTS

Participants or, where appropriate, anyone who is legally responsible for the participant, may be offered to participate through the *time to site*:

- 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, **Additional Races**),
- In 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, **Related Events**).

participants in the Additional Races and Related Events recognise and accept that the provisions of Articles 1.11, 1.12, 1.17 and 1.15 (if the event takes place on a closed circuit) of these Rules apply to the Additional Races and 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 1.10 of these Rules applies to all Additional Races and 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.

List of the Additional Races : /

List of the Related Events : Training sessions.

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

1.19. MARATHOON'S : CHILDREN EVENT

An event exclusively aimed at children, the [name of the Child Event], is organized by A.S.O. on the side-lines of the Event (hereinafter **Children event**). The date and location will be presented later on.

This Children event consists of a running race, without any official timing. The distance varies between 800 meters and 2.4 kilometers. The route and departure times will be announced later on.

The Children event is an animation proposed by the Organizer which is not timed and which does not constitute a competition. Throughout the animation, each child will always have the opportunity to go at their own pace, without being prompted to go fast. They may also bypass each of the obstacles and / or terminate, at any time, temporarily or permanently, their endurance efforts.

Only the legal representatives of the child (hereinafter the **Child**) can register the Child in the Children event.

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.

The Child must be born between the 1st January 2010 and the 31st December 2015 in order to participate in the Children event.

By registering the Child in the Children event, you certify that the Child is in good health and declare that aware of the risks inherent in the practice of any physical activity. You also authorize any doctor to practice or have any medical and / or surgical intervention performed and / or to prescribe any treatment necessitated by the Child's state of health, if an incident occurs.

By registering the Child in the Children's event, you acknowledge that the provisions of Article 1.8. "ACCESS TO SITE AND SECURITY", Article 1.15. "MANDATORY MATERIAL, AUTHORIZED, RECOMMENDED AND PROHIBITED ON THE COURSE", of article 1.17. "MODIFICATION - REPORT - CANCELLATION" as well as the General Conditions of Sale (II) apply to you.

For the two aforementioned articles, it is understood that any reference to "Event" will be replaced by "Children event".

1.19.1. How to register for the Children's event

Registrations for the Children's event are made exclusively on *time to* (either through the website www.time-to.com, its mobile site or its application), from September 25th 2019 and on the village of the Event.

Any person who wishes to register their Child in the Event accepts to sign up as a member of *time to* beforehand. As a result, the legal representative must fill in a *time to* registration form and accept the *time to time to* Terms of Use and Confidentiality Policy unconditionally. The legal representative undertakes to fill in correct information relating to their identity and the Child's identity.

Registration for the Children event is free.

The Organisation reserves the right to limit the number of race numbers available in the Event for safety reasons.

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.

1.19.2. Race number collection

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

- proof of registration for the Children event,
- Your ID or the ID of your Child.

Race numbers can only be collected in the dedicated area in the Event Village. The address, date and opening times of the Village will be announced later on.

The allocation of race numbers is firm and definitive. Race numbers cannot be sent by post or sent on the day of the Event.

No bib will be sent by post.

1.19.3. Images

I acknowledge that the Children event can be photographed or filmed.

1.19.3.1. During the registration of your Child on *time to*, if you have accepted the exploitation of the image of your Child on all supports by A.S.O. and its partners during 5 years as from the date of the Event:

The 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, the legal representative of the Child 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 Child's name, voice, image and, more generally, their sporting activity within the context of the Event (hereinafter their "Image"), for a duration which may not exceed ten (10) years following the date of the Event. The legal representative of the Child expressly authorises the Organiser to concede to Event partners sub-licences for the use of the Image for commercial and advertising purposes.

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

The legal representatives of the Child are informed and unconditionally agree that their Child's participation in the Event involves the Organiser's official providers taking images of them. Images reproduced in photo and/or video format can be visible on the *time* and if applicable, on the website of A.S.O.'s photo or video service provider.

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

1.19.3.2. During the registration of your Child on *time to*, if you have not accepted the exploitation of the image of your Child on all supports by A.S.O. and its partners during 5 years as from the date of the Event:

The image of your Child will not be exploited and any use of images on which your Child may appear will be limited to the fact that they are not recognizable.

1.19.3.3. Any communication of still and/or moving images of the Event recorded by the participant during their participation in the Event must be restricted to personal use and may not, under any circumstances, be used for advertising and/or commercial purposes outside the Event.

1.19.4. 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, who is the data controller of such Data.

To find out about the Organizer's data protection policy, please refer to A.S.O.'s General Conditions of Sale (II).

Data retention period: Data is kept for three years from the end of the 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.

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

If you have ordered a paid for or free Run In Marseille by Harmonie Mutuelle product or service from the Organiser via *time to* (its website, mobile site or app), 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 as a rider, the Rules also apply to you.

2.1. FIELD OF APPLICATION

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 third parties, whether these third parties be appointed or licensed by the Organiser or not. The products and services covered by A.S.O.'s General Terms of Sale are only those provided directly by the Organiser and ordered via *time to*. It is therefore expressly reminded that the Tourism Services do not enter in the scope of the present A.S.O.'s General Terms of Sale.

2.2. PRICES

Offers of products and services are valid as long as they are visible on the www.timeto.com site. 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
- On line via the *time to* app.

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 can confirm your order after having selected the products to be 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 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 OF PRODUCTS AND SERVICES

With the exception of Event race numbers which must be collected in line with the terms defined in these 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, accommodation, catering tickets, etc. You have no right to cancel 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 as follows:

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

[...]

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 thirty (30) 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 runinmarseille@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,
40-42 Quai du Point du Jour
92100 Boulogne-Billancourt
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 – Run In Marseille by Harmonie Mutuelle
Service Clients – Droit de rétractation,
40 quai du point du Jour,
92100 Boulogne-Billancourt
France

Email address : runinmarseille@aso.fr

I hereby notify you of my withdrawal from the contract for the sale of the goods (*) / for the provision of services (*) as follows : _____

Ordered on the (*)/received on the (*) : _____

Customer name : _____

Customer postal address : _____

Customer signature :

Date : _____

(*) Delete as appropriate

Refund in the event of cancellation

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.221-4 and following of the French Consumer Code and any hidden defects of the item sold under the terms set out in Articles 1641 and following of the French Civil Code. 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.

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 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.
- 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, 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 sending an email to the address dpo@amaury.com, or by post, accompanied by a copy of the signed identity document, addressed to:

Amaury Sport Organisation (A.S.O)
DPO – Run In Marseille by Harmonie Mutuelle
40-42 Quai du Point du Jour
92100 Boulogne-Billancourt
FRANCE

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

Commercial communications – the right of opposition

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

If you are concerned about email prospection, you can also change or unsubscribe from newsletters by going directly to your "My Account" area on the site <https://www.timeto.com/> and clicking on the link "My Newsletters".

If you are concerned by SMS marketing you can also unsubscribe by (i) sending "STOP SMS" to 36007 or (ii) going directly to your "My Account" area and by clicking on "My Newsletters".

ORGANISER'S CONTACT DETAILS – LEGAL INFORMATION

The Organiser and publisher of the site <http://www.timeto.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 (92100) France, 40-42 Quai du Point du Jour, 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 site <http://www.timeto.com> is hosted by ACTIVE Network, LLC qui est également la plateforme technique SSO et dont le siège social est situé à :
717 North Harwood Street
Suite 2500
Dallas, TX 75201

Data retention period: Data is kept for three years from the end of the Event. At the end of this period, A.S.O. will proceed with temporary archiving for the longest period of legal prescription applicable for this type of service. Their access will then be strictly limited to use in a legal or judicial framework.

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: runinmarseille@aso.fr or by post to the following address:

Amaury Sport Organisation (A.S.O.)
Run In Marseille by Harmonie Mutuelle
40-42 Quai du Point du Jour
92100 Boulogne-Billancourt
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 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 (<http://www.cmap.fr/offre/un-consommateur/>) 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.