



## REGULATIONS

# MIMOSA PASSEIO DA FAMILIA

### Article 1

#### General Information

1. The present Regulations govern the "MIMOSA PASSEIO DA FAMILIA", in the city of Lisbon, as part of the program of the "EDP Marathon of Lisbon", henceforth "Passeio".
2. The compliance with the provisions of these Regulations does not exempt the subsidiary application of the applicable legislation and regulations.
3. The MIMOSA Passeio da Familia is an organization of the MARATONA CLUB OF PORTUGAL (henceforth MCP), with head office at Av. João de Freitas Branco, 10 Laveiras, 2760-073 Oeiras, Portugal.
4. The event will take place on Saturday, March 9th, 2024, starting at 11:00 am. The event has the support of the Municipality of Lisbon, as well as other official entities.

### Article 2

#### Route and duration

1. The Passeio will have a course of 4,000 meters.
2. The MIMOSA Passeio da Familia will have a time limit of 2h00m (two hours) from the start, finishing at 1h00pm (one).
3. After the time limit of the Passeio, the competent authorities will re-establish the road circulation, so all athletes who may still be performing the Passeio must divert to the adjacent sidewalks and pedestrian paths. The MCP is not responsible for any accident that may occur after the end of the time limit of the Passeio.

### Article 3

#### Departure, itinerary and arrival point

1. The concentration and departure of the Passeio will take place at 11:00am, in Lisbon, at no Museu da Eletricidade, Av. Brasília, junto à Estação Fluvial de



Belém.. The itinerary will be in accordance with the map published on the website of the Passeio, available at [www.maratonaclubedeportugal.com](http://www.maratonaclubedeportugal.com)

#### **Article 4**

##### **Times and starting boxes**

1. There will be no starting boxes.

#### **Article 5**

##### **Supply Service**

1. During the Passeio, there will be an adequate supply service, sensibly at Km 2 and near the finish line.

#### **Article 6**

##### **Registrations**

1. Entries for the Passeio must be made online, on the official website of the event, available at [www.maratonaclubedeportugal.com](http://www.maratonaclubedeportugal.com).
2. There will be a maximum limit of 5000 (five thousand) participants in the Passeio.
3. There is no age limit for participation in the Passeio.
4. Entries in the Passeio are personal and non-transferable.
5. Without prior notice, MCP may at any time suspend or extend the registration deadlines for the Passeio or add or limit the number of entries for the Passeio, according to technical or structural availabilities.
6. All persons wishing to participate in the MIMOSA Passeio da Família must ensure that they meet the necessary health conditions for the effort inherent in the Passeio, assuming for this purpose the Term of Responsibility provided in Article 23 of this Regulation.

#### **Article 7**

##### **Registration and participation of visually impaired and mobility impaired persons**

1. To ensure respect for the principle of equality (non-discrimination) regarding the participation of disabled athletes, indistinctly of the category of disability and of athletes with conditioned mobility, it will be possible for people with conditioned mobility who use a wheelchair to participate in the Passeio.
2. Without prejudice to the provisions of Article 27, there is no maximum limit of places available for participants with conditioned mobility, with the need to use a wheelchair.



3. To receive the official medal at the end, the participant with disability/mobility impairment must complete the entire course.

### **Article 8**

#### **Registration Fee**

1. Registration fees are set annually by the MCP.
2. All participants are exempt from the registration fee.

### **Article 9**

#### **Participation Kit**

1. The "Participation Kit" of the Passeio will be delivered at the moment of the pick up of the bib and will contain:
  - (a) a t-shirt (5 sizes, the stock of sizes being distributed upon availability). In case of stock rupture in any size, the athlete will be offered another size;
  - b) A bib number;
  - c) An individual equipment bag;
  - d) Other gifts and information from sponsors.

### **Article 10**

#### **Collection of the Participation Kit**

1. Participants duly registered for the Passeio may collect their bib and respective "Participation Kit", at Centro Cultural de Belém between 07 and 08 March 2024, from 10:00am to 08H00pm, no documentation or kits will be distributed on the day of the Passeio. No kits will be delivered at any other time other than those designated here.
2. To collect the bib it will be necessary to present the respective proof or printed document of the online registration, as well as the identification document of the respective athlete.
3. In the case of participants with disabilities/mobility impairments who require assistance from a companion, the latter may collect the bib and the respective "Participation Kit".



4. At the time of delivery of the "Participation Kit", requests for an exchange of t-shirt sizes will not be accepted.

### **Article 11**

#### **Bib number**

1. The bib is personal and non-transferable and may not, under any circumstances, be reproduced, replicated, or modified, and its use by a third party will result in disqualification and suspension of participation in subsequent editions of the Passeio.
2. The MCP recommends all participants to fill in their personal data on the back of the bib, for reasons solely related to the safety of the participant, particularly in the event of any accident, physical indisposition, or any other emergency, during the route of the Passeio.
3. Participants without bibs will not be allowed to circulate on the route of the Passeio.

### **Article 12**

#### **"Special VIP" bib**

1. The MCP reserves the right to give "Special VIP" bibs to athletes/personalities it invites.
2. Participants with "Special VIP" bibs will have the right to be positioned at the front of the Ride.

### **Article 13**

#### **"VIP Start" bibs**

1. Since the Passeio is not a competitive event, there will be no "VIP Start" bibs awarded
2. There will be no individual or collective classification in the Passeio. The prizes will be strictly equal for all participants of the Passeio.

### **Article 14**

#### **Disqualification of the MIMOSA Passeio da Família**

1. Without prejudice to the fact that the Passeio is not a competitive event and that there are no issues of disqualification, it is recommended to all participants of the Passeio that:
  - a) do not damage the bib;
  - b) Have the bib placed in the chest area;
  - c) Do not fold the bib in order to reduce its size;
  - d) wear their bib throughout the entire route of the course;



- e) Do not jump over the rails either at the start or finish zone;
- f) Respect the signs and instructions provided by the MCP;
- g) Do not falsify any element related to their registration on the Passeio;
- h) Guarantee their physical well-being before the start;
- i) Do not use two bibs with different numbers;
- j) Do not manifest unsportsmanlike behavior and comply with the rules stipulated in this regulation and the safety and hygiene instructions given by the staff of the Passeio and the competent authorities, before, during and after the event.

### **Article 15**

#### Categories

1. In the Passeio, there will be no distinction of ranks or categories.

### **Article 16**

#### Certification of the Passeio

1. The Passeio, not having a competitive nature, will not use any timing system.

### **Article 17**

#### Homologation of classifications

1. The Ride, not having a competitive nature, will not use any timing system.

### **Article 18**

#### Cash prizes

1. No cash prizes will be awarded on the Passeio.

### **Article 19**

#### Other Prizes

1. All those who participate in the Passeio will receive an official medal and other souvenirs related to the Peasseio.

### **Article 20**

#### Collection of equipment

1. There will be no equipment collection on the Passeio.



## Article 21

### Sports insurance

1. The MCP will provide a medical assistance service throughout the course and at the finish line, where a hospital tent will be set up.
2. Without prejudice of the previous number, the MCP will provide a sports insurance policy to all the participants of the Event, through a contract signed with an insurance company, in accordance with the legal regime of the compulsory sports insurance, as stated in Decree-Law nº 10/2009 of the 12th January, and for that purpose, will benefit from the minimum insurance coverages stated in the referred diploma.
3. In case of accident, claimants must contact the MCP through the email [geral@maratonaportugal.com](mailto:geral@maratonaportugal.com) and then fill in the accident form to be sent to the insurer by the MCP.

## Article 22

### Data protection measures

1. The MCP will process the personal data of the Athletes and the holders of the Athlete's parental responsibilities, when the Athlete is a minor, for the following purposes:
  - a) regular development of the event;
  - b) preparation of tables of results/classifications;
  - c) sending important information about the participation in the Event;
  - d) validation of the sportive insurance
  - e) marketing actions of the MCP;
  - f) communications of future similar events; and
  - g) marketing actions by partners/sponsors.
2. The information on how the MCP processes personal data and on your rights is set out in Appendix 1 to these Regulations and in the registration form, of which it is an integral and inseparable part.



## Article 23

### Term of responsibility

1. Participants, when registering for the Passeio, sign a term of responsibility with the following content:

*"1. I have read and agree with the Regulations of the MIMOSA Passeio da Família, available on the official website of the event;*

*2. From my knowledge I am in physical condition to participate in the Passeio;*

*3. I declare that I will refrain from participating in the event if my physical condition changes after registering for the event and that I will immediately leave the course as soon as I detect signs of weakness and/or indisposition;*

*4. In case of emergency, I authorize medical assistance during the course and, if necessary, emergency transport to a hospital;*

*5. I am aware of the contents of the current insurance policy and have read the specifics of the policy in the Rules and Regulations of the Passeio;*

*6. I participate in the Passeio of my own free will, releasing MCP, partners, directors, collaborators and other companies linked to the organization of the tour, from any liability resulting from my participation in the event, before, during or after the Passeio (namely, in case of loss of personal belongings by theft or other circumstances)."*

## Article 24

### Doping control

1. There will be no doping control in the Passeio.

## Article 26

### Cancellation due to Force Majeure

1. The cancellation of the Passeio may occur due to reasons of force majeure, unrelated to the MCP.



2. For the purposes of these Regulations, "force majeure" means all unforeseeable or unavoidable events, whose effects occur regardless of the will or circumstances and which the MCP is not able to justifiably prevent or resist, including namely acts of hacking, computer viruses, earthquakes floods, storms, cyclones, electrical discharges (natural or network), fires, lightning or explosions and other natural disasters, acts of war and terrorism, social disturbances, fuel and power shortages and pandemics having a serious impact on public health, and general mandatory confinement decreed by the competent public authorities.

3. If the postponement of the Passeio is determined, the MCP guarantees the automatic transfer of the registrations of all participants to the new proposed date.

## **Article 26**

### **Alteration of the route**

1. The MCP may, in exceptional cases, must change the route of the Passeio, namely the place of departure and/or arrival, as well as the times of the Passeio.

2. Exceptional cases" are understood as any fact that prevents the realization of the Passeio in the exact terms provided in this Regulation, which are considered "force majeure" as defined in the previous article, but that do not generate the cancellation of the Passeio.

## **Article 27**

### **Prohibited objects**

To preserve the safety of the Passeio, it will not be allowed people on bicycles, skateboards, skates, scooters, or any other motorized devices, and participants may not carry or bring with them prohibited objects or substances that may generate or enable acts of violence.

## **Article 28**

### **Doubts and Complaints**

1. Complaints must be made according to WA's principles. A fee of 50,00 euros (fifty euros) will be charged for each complaint, and this amount will be deposited with the MCP until the situation is solved. The amount will be refunded





in case of acceptance. The time to analyze the complaint will be in tune with the need to consult adjacent elements for the perfect knowledge of the situation.

2. MCP has several platforms to support the participants' doubts, which should be consulted if necessary.

3. Any cases not covered by these Regulations will be resolved by the technical director of the Passeio, in accordance with the legislation and regulations in force.

Oeiras, october 2023



## APPENDIX 1 – INFORMATION REGARDING THE PROCESSING OF PERSONAL DATA

<b>Responsible for the treatment:</b>	<ul style="list-style-type: none"> <li>▪ MARATONA CLUBE DE PORTUGAL (MCP)</li> <li>▪ 502.468.246</li> <li>▪ Av. João de Freitas Branco, 10 Laveiras, 2760-073 Oeiras, Portugal</li> <li>▪ dpo@maratonaportugal.com</li> </ul>
<b>Purposes of processing and Legal grounds for processing:</b>	<ol style="list-style-type: none"> <li>1. <b>Regular development of the Race; and</b></li> <li>2. <b>Preparation of tables of results/classifications;</b></li> <li>3. <b>Sending important information about the participation in the Event:</b> The processing is necessary for the performance of pre-contractual diligence at the request of the Athlete (the data subject) and subsequent performance of the contract to which the Athlete is a party.</li> <li>4. <b>Validation of the sports insurance:</b> The processing is necessary for the performance of a legal obligation to which the MCP is subject.</li> <li>5. <b>MCP marketing actions (image rights):</b> Legitimate interests pursued by MCP.</li> <li>6. <b>Communications of similar future events:</b> Legitimate interests pursued by MCP.</li> <li>7. <b>Communication of personal data to partners/sponsors for marketing actions:</b> Prior and express consent of the data subject.</li> </ol>
<b>Description of legitimate interests:</b>	<ul style="list-style-type: none"> <li>▪ <b>MCP marketing actions (image rights):</b> MCP has every interest in using the Athlete's image for marketing purposes of its events, and no authorization is required to capture the Athlete's image since the reproduction of the image is framed in facts that have occurred publicly, pursuant to article 79(2), of the Civil Code.</li> <li>▪ <b>Communications of future similar events:</b> The MCP has every interest in, in the context of the provision of the service which is the object of the Regulations, using the contact details of the Athlete or the holders of the Athlete's parental responsibilities, for the purposes of direct marketing of its own products or services analogous to those transacted, under the terms of the Law on the treatment of personal data and the protection of privacy in the electronic communications sector (Law no. 41/2004, of 18 August).</li> </ul>
<b>Origin of personal data</b>	Received through the Athlete's holders of parental responsibilities.
<b>Recipient categories:</b>	<ol style="list-style-type: none"> <li>1. Service providers who have access to personal data within the scope of the contracted services;</li> <li>2. Insurer, within the scope of the sports insurance contract concluded with insurer;</li> </ol>



	<p>3. Third parties for the purpose of exercising or defending the rights of the MCP in a lawsuit.</p>
<p><b>Transfers outside the EU and Conditions for transfer:</b></p>	<p>N/A</p>
<p><b>Term of conservation of personal data:</b></p>	<ol style="list-style-type: none"> <li>1. <b>Regular development of the Trial; and</b></li> <li>2. <b>Preparation of tables of results/classifications;</b></li> <li>3. <b>Sending important information about the participation in the Event:</b> During the Contract; After the Contract, until the expiration of the corresponding rights.</li> <li>4. <b>Validation of the sports insurance:</b> During the legally established period.</li> <li>5. <b>MCP marketing actions (image rights); and</b></li> <li>6. <b>Communications of future similar events:</b> For five (5) years, or, until you exercise your right to object.</li> <li>7. The periods indicated are without prejudice to its conservation, beyond that period, in the case of pending legal action, in which case the data will be deleted after 3 (three) months from the date of the final decision rendered in the process.</li> </ol>
<p><b>Your rights:</b></p>	<ul style="list-style-type: none"> <li>• - <b>Access:</b> confirmation of the processing and the right to access your personal data;</li> <li>• - <b>Rectification:</b> to obtain the rectification of inaccurate and/or incomplete personal data;</li> <li>• - <b>Erasure:</b> to obtain the erasure of personal data in accordance with the law;</li> <li>• - <b>Limitation:</b> to obtain the limitation of processing in accordance with the situations listed in the law;</li> <li>• - <b>Opposition:</b> oppose the processing of your personal data;</li> <li>• - <b>Portability:</b> to receive the personal data concerning you;</li> <li>• - <b>Withdrawal of consent:</b> right to withdraw consent given at any time.</li> </ul> <p>The listed rights are exercised in accordance with the limits defined by law, and the Controller may, in the event of reasonable doubt as to the identity of the natural person submitting the request, ask to be provided with such additional information as may be necessary to confirm the identity of the data subject.</p>
<p><b>How to exercise your rights / Withdraw your consent:</b></p>	<p>To exercise your rights you should contact the MARATONA CLUBE DE PORTUGAL through the following contacts:          Av. João de Freitas Branco, 10 Laveiras, 2760-073 Oeiras, Portugal          dpo@maratonaportugal.com</p> <p>Regarding the treatment of data for sending electronic communications for the dissemination of products, services and campaigns, you can also withdraw your consent at any time using the tool at the bottom of the communications (REMOVE/UNSUBSCRIBE).</p>



<b>Control authority:</b>	<ul style="list-style-type: none"> <li>▪ CNPD – Comissão Nacional de Proteção de Dados</li> <li>▪ <a href="http://www.cnpd.pt">www.cnpd.pt</a></li> </ul>
<b>The communication of personal data is a legal obligation:</b>	No
<b>The communication of personal data is a contractual obligation:</b>	<p>Yes, except for the following purposes:</p> <ul style="list-style-type: none"> <li>• MCP marketing actions (image rights);</li> <li>• Communications of similar future events;</li> <li>▪ Communication of personal data to partners/sponsors for marketing actions.</li> </ul>
<b>The communication of personal data is a necessary requirement for entering into a contract:</b>	<p>Yes, except for the following purposes:</p> <ul style="list-style-type: none"> <li>• MCP marketing actions (image rights);</li> <li>• Communications of similar future events;</li> <li>▪ Communication of personal data to partners/sponsors for marketing actions.</li> </ul>
<b>There is an obligation to provide personal data:</b>	<p>Yes, except for the following purposes:</p> <ul style="list-style-type: none"> <li>• MCP marketing actions (image rights);</li> <li>• Communications of similar future events;</li> <li>▪ Communication of personal data to partners/sponsors for marketing actions.</li> </ul>
<b>Consequences of not providing this data:</b>	<p>Since the treatment is necessary to register for the event and to comply with legal obligations to which the MCP is subject, without this data it will not be possible to proceed with the registration in the event and the athlete will not participate in it.</p>
<b>More Information:</b>	<ul style="list-style-type: none"> <li>▪ <a href="mailto:info@maratonaportugal.com">info@maratonaportugal.com</a></li> </ul>