VOLUNTEER TERMS AND CONDITIONS FORMULA STUDENT PORTUGAL 2024

These Terms and Conditions ("**T&C**") constitute a legally binding agreement between FSPT Lda., a limited company by *quotas* with registered office at Rua Elias Garcia, n. ^o 325, 7 Dto, 2700-323 Amadora, Portugal, registered with the commercial registry and tax authority under the number (NIPC) 517305712 and share capital of $2.500 \in$, hereinafter referred to as "**FSPT**"; and the "**Volunteer**" (as identified in the Volunteer Form).

WHEREAS

- 1. FSPT is organizing the second edition of the competition for engineering students in Portugal, with the participation of national and international teams (the "Formula Student Portugal 2024");
- 2. the Volunteer intends to be part of the Formula Student Portugal 2024 and contribute with his/her volunteer work, on a donation basis (the "**Voluntary Services**"); and
- 3. FSPT intends to accept the donation of Volunteer Services.

1. Scope

These T&C regulate the provision of Voluntary Services by the Volunteer to FSPT.

2. Volunteer Services

- 2.1. The Volunteer will provide Voluntary Services to FSPT according to his/her availability, time, and abilities in the course of Formula Student Portugal 2024, to be held from 02.09.2024 to 07.09.2024.
- 2.2. FSPT will make its best efforts to assign the Volunteer to the preferred position(s) selected by the Volunteer in the volunteer form submitted online. Nevertheless, the Volunteer acknowledges and agrees that FSPT can freely assign his/her position according to the Formula Student Portugal 2024 organizational needs.
- 2.3. It is mutually and expressly understood that Volunteer Services shall be donated, and that the Volunteer is not entitled to nor expects any present or future salary, wages, or other benefits for these Voluntary Services.
- 2.4. Volunteer agrees to follow the supervision and direction of any personnel, employee, or volunteer, to whom Volunteer has been assigned to perform services, and to participate in any training or informative session provided by FSPT for the performance of the Voluntary Services.
- 2.5. Volunteer agrees that he/she will not be considered an employee or a contractor of FSPT at any circumstance.

3. Term

The Voluntary Services will take place from 02.09.2024 to 07.09.2024, from 09:00 AM to 6:00 PM, and specifically on the days indicated by the Volunteer and agreed with FSPT.

4. Location & Venue

- 4.1. The Voluntary Services shall be provided in the venue where Formula Student Portugal 2024, namely at Kartódromo de Castelo Branco, located in Lanço Grande - EN 233 km 105, 6000-067 Castelo Branco, Portugal (the "Venue"), as well as in other places and venues indicated by FSPT, including the Castelo Branco Municipal Campsite ("Campsite").
- 4.2. The Volunteer is solely responsible for all travel arrangements and expenses related to his/her arrival at and departure from the Venue and the Campsite.

5. FSPT Perks

For the days of Voluntary Services, FSPT will provide the Volunteer, at no cost, with:

- (i) accommodation, on a local accommodation or hostel at FSPT choice (the "Accommodation");
- (ii) a badge to access the Venue and the Campsite;
- (iii) Formula Student Portugal 2024 customised apparel (t-shirt, polo shirt or sweater);
- (iv) 3 daily meals: breakfast to be served in the accommodation, lunch, and dinner to be provided at the Venue.

6. Volunteer obligations

- 6.1. During the execution of Voluntary Services, while at the Venue and/ or the Campsite, and as part of the organisation, the Volunteer shall comply with:
 - a) the Formula Student Portugal 2024 Volunteer Handbook;
 - b) the volunteers' timetable for the event;
 - c) all safety rules, regulations, and guidelines applicable to the Campsite, the Venue and the Formula Student Portugal 2024, as disclosed by the Campsite, the Venue and/or by FSPT.
- 6.2. In all circumstances, the Volunteer shall act in a cooperative manner towards the Formula Student Portugal 2024 and be respectful of all other volunteers, participants, staff members, guests, the Venue, the Campsite, the Accommodation or any third party.
- 6.3. Volunteer assumes all responsibility for claims and/or damages to persons and/or property resulting from any act or omission of the Volunteer. FSPT will not assume any responsibility to the Volunteer or to any third-party, for any third-party claims arising from any act or omission of the Volunteer.
- 6.4. The Volunteer shall hold harmless, defend, and indemnify FSPT from any and all claims, actions, suits, charges, penalties and judgments whatsoever that arise out of the Volunteer's non-compliance with the terms of this T&C or subject matter called for in this T&C.
- 6.5. The Volunteer shall hold a valid health insurance in Portugal or have access to the national health public system.

7. Assignment of the T&C

Volunteer may not assign this T&C, in whole nor in part, without FSPT's express prior written consent. Any attempted assignment without such consent shall be considered void and in breach of this T&C.

8. Severability Clause

If any term, provision, covenant, condition or part of this T&C infringes current applicable law or is held invalid or unenforceable for any reason the validity of the rest of the terms are not affected and will continue in full force and effect as if this T&C had been executed with the invalid portion eliminated, provided the effectiveness of the remaining portions of this T&C will not defeat the overall intent of the Parties. Instead of the ineffective provision or ineffective part of a provision, the Parties agree, to the extent legally possible, to incorporate an effective provision which corresponds or comes nearest to the sense and intention of the ineffective provision.

9. Governing Law and Jurisdiction

- 9.1. This T&C shall be governed by and construed in accordance with the laws of Portugal.
- 9.2. Each Party irrevocably agrees and consents that the courts sitting in Lisbon, Portugal shall have exclusive jurisdiction over any dispute arising from the interpretation of any term herein.

10. Acceptance

When filling the Volunteer Form, submitting it to FSPT and by clicking on "I accept the Volunteer Terms & Conditions", the Volunteer is considered legally bonded by these T&C.

11. Contact us

If you have any questions, comments, or concerns regarding these T&C and/or the Formula Student Portugal 2024, please contact us at: geral@formulastudent.pt