

# PARTICIPANTS TERMS AND CONDITIONS

## FORMULA STUDENT PORTUGAL 2023

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. ° 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€, hereinafter referred to as “**FSPT**”; and the “**Participant**” (as identified in the Participant Form).

### WHEREAS

1. FSPT is organizing the first edition of the competition for engineering students in Portugal, with the participation of national and international teams (the “Formula Student Portugal 2023”);
2. the Participant is part of a team competing in the Formula Student Portugal 2023 competition; and

### 1. Scope

These T&C regulates the Participant’s Participation on Formula Student

### 2. Location & Venue

- 2.1. Formula Student Portugal 2023 will take place in Kartódromo de Castelo Branco, located in Lanço Grande - EN 233 km 105, 6000-067 Castelo Branco, Portugal (the “**Venue**”).
- 2.2. The Participant is solely responsible for all travel arrangements and expenses related to his/her arrival at and departure from the Venue and the Campsite.

### 3. Participation in the Formula Student Portugal 2023

- 3.1. Participants will have access to the Formula Student Portugal 2023, to be held from 31.07.2023 to 06.08.2023, provided that registration is completed.
- 3.2. Participants agree to follow and respect any direction and guideline given by the FSPT personnel, employee, or volunteers.

### 4. Term

Formula Student Portugal 2023 will take place from 31.07.2023 to 06.08.2023, from 07:00 AM to 10:00 PM.

### 5. FSPT Perks

For the days of the event, FSPT will provide the Participant, at no cost, with:

- (i) access to the Venue with an access badge and Formula Student Portugal 2023 bracelets.
- (ii) access to the Castelo Branco Municipal Campsite (“**Campsite**”), located at Estrada Nacional 18, 6000-113 Castelo Branco, Portugal.

## **6. Participant obligations & undertakings**

- 6.1. During the competition, while at the Venue and/ or the Campsite, the Participant shall comply with:
  - a) the Formula Student Portugal Registration Terms & Conditions.
  - b) the competition timetable.
  - c) all safety rules, regulations, and guidelines applicable to the Campsite, the Venue and Formula Student Portugal 2023, as disclosed by the Campsite, the Venue and/or by FSPT.
- 6.2. In all circumstances, the Participant shall act in a cooperative manner towards the Formula Student Portugal 2023 and be respectful of all other Participants, volunteers, staff members, guests, the Venue, the Campsite, or any third party.
- 6.3. Participant assumes all responsibility for claims and/or damages to persons and/or property resulting from any act or omission of the Participant. FSPT will not assume any responsibility to the Participant or to any third-party, for any third-party claims arising from any act or omission of the Participant.
- 6.4. The Participant shall hold harmless, defend, and indemnify FSPT from any and all claims, actions, suits, charges, penalties and judgments whatsoever that arise out of the Participant's non-compliance with the terms of this T&C or subject matter called for in this T&C.
- 6.5. The Participant is a graduate or undergraduate student or has completed his/her bachelor's degree within the 7 (seven) months prior to Formula Student Portugal 2023.
- 6.6. The Participant is, at least 18 (eighteen) years old, and can't be considered minor or underage (of majority) in the original jurisdiction.
- 6.7. The Participants must provide their ID card or passport during registration and whenever required by the organisation.
- 6.8. The Participant responsible for the electrics of the vehicles must hold an Electronics System Operator (ESO) Certificate and shall provide evidence of holding such certificate to FSPT at all times.
- 6.9. The Participant driving the vehicles ("Drivers") must hold a valid Driving License and provide copy of such document to FSPT during the registration process.
- 6.10. Participant shall hold a valid health insurance in Portugal or have access to the national health public system.
- 6.11. In order to participate in Formula Student Portugal 2023, Participant shall complete the participant's registration form, provide FSPT with all the necessary documents (fully identified on the registration form and in the paragraphs above) and pay a registration fee in the amount of €100.00 (one hundred euros) +VAT if applicable.
- 6.12. Participant expressly authorises FSPT to capture images and sound (in photo and video format) during the Formula Student Portugal 2023 and to use the result of these captures for the purposes of promoting Formula Student Portugal 2023 and other events organised by FSPT.

## **7. Assignment of the T&C**

Participant 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. Data Protection**

- 8.1. Participant recognizes that by entering into the Formula Student Portugal 2023 competition and registering his/her participation involves the collection and use of

various categories of data, some of which may constitute personal data, such as name, e-mail address, passport and ID number, address, driving license number, students' number and taxpayer number.

- 8.2. FSPT is the responsible for the processing of personal data, in accordance with applicable law and it is performed under the terms specified in the Formula Student Portugal [Privacy Policy](#).

## **9. 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.

## **10. Governing Law and Jurisdiction**

- 10.1. These T&C shall be governed by and construed in accordance with the laws of Portugal.
- 10.2. 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.

## **11. Acceptance**

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

## **12. Contact us**

If you have any questions, comments, or concerns regarding these T&C and/or the Formula Student Portugal 2023, please contact us at: [geral@formulastudent.pt](mailto:geral@formulastudent.pt)