



## WWW.SLBENFICA.PT

Dear User

These terms and conditions of use set the rules and obligations for accessing and using the website [www.slbefica.pt](http://www.slbefica.pt). This document also intends to frame the processing of personal data collected by SL Benfica through its Contact Center (707 200 100), merchandising stores (Benfica Stadium, Benfica Supporters' Clubs, online store) and its website with a view to processing the information for the purposes of promotional and marketing campaigns. We suggest that you read our Privacy Policy, about the rules of conduct of SL Benfica (hereinafter "Benfica" or "BENFICA") online.

The processes for collecting personal data and their use are recorded at the National Commission for Data

Protection <http://www.cnpd.pt/bin/registo/result.asp?strID=1162>.

### 1. ACCEPTANCE

1.1. Benfica offers you text contents, comments, messages, information, graphics, photographs, information or opinion articles, illustrations, software, audio and video, contained in the Website on the condition of your accepting without any reservations, conditions or modifications these terms and conditions of use.

1.2. The Contents and web pages available on the websites under the domain [www.slbefica.pt](http://www.slbefica.pt) belong to SL Benfica.

1.3. SL Benfica reserves the right to modify, edit or delete, in full or in part, these Conditions as well as to establish new conditions of use. Such alterations or additions to the Conditions shall become effective upon their posting on the Website.

1.4. You may, at any time, read the updated version of the Conditions by clicking on "Terms and Conditions of Use".

1.5. Additionally, data for the aggregate treatment of the customer's consumption profile and for the development of marketing and promotional campaigns may be requested.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. ACCESS TO THE WEBSITE OR THE USE OF CONTENTS CONSTITUTES YOUR ACCEPTANCE OF THESE CONDITIONS.

### 2. USE OF CONTENTS

2.1. Under the remaining terms contained in these conditions, you may use the Contents displayed or published on the Website via the Internet for personal purposes only.

2.2. Any modification, copy, distribution, transmission, publishing, licensing or creation of contents or works based on or included in the Contents is strictly prohibited.

AT ANY TIME AND FOR YOUR CONVENIENCE ONLY, BENFICA MAY CHANGE, SUSPEND



OR DISCONTINUE ANY CONTENT AVAILABLE IN THE WEBSITE WITHOUT NOTICE AND WITHOUT ANY RESULTING OBLIGATION TO INDEMNIFY THIRD PARTIES.

### **3. THE USER'S PRIOR REGISTRATION**

3.1. As a condition for using certain features indicated in the Website, you must register in advance in the logging feature by entering your full name, email and password and other information in accordance with the other information specified on the Website.

### **4. GENERAL CONDITIONS OF SALES OF GOODS OR SERVICES**

#### **4.1. CONTRACT CELEBRATION**

- 4.1.1. The contracts are completed through the Website by electronic means, in Portuguese, English or Spanish, depending on the user's preference.
- 4.1.2. Benfica will keep on file the order number and customer name for a period of 12 months after the order is made, the client being able to access that data by sending an email within that period to [apoioclienteslb@slbenfica.pt](mailto:apoioclienteslb@slbenfica.pt).
- 4.1.3. It is the customer's responsibility to always check the data of the order form and to keep it.
- 4.1.4. It may be required the presentation of a discount supporting document, in particular when accessing the sports ground, during a ticket purchase.

#### **4.2. IDENTITY AND CONTACT OF THE SUPPLIER; ESSENTIAL FEATURES OF THE GOODS OR SERVICES**

4.2.1. The identity and address of the supplier as well as the essential characteristics and prices of the goods or services put on sale are available on the Website.

#### **4.3. CORRECTION OF ERRORS IN THE ORDER REQUEST**

4.3.1. Any errors in the customer's order form can only be corrected if the order has not yet been shipped, by sending an email to [apoioclienteslb@slbenfica.pt](mailto:apoioclienteslb@slbenfica.pt). The correction required will only be considered valid after written confirmation by Benfica of its reception [apoioclienteslb@slbenfica.pt](mailto:apoioclienteslb@slbenfica.pt).

#### **4.4. SHIPPING TERMS**

- 4.4.1. The orders' delivery is subject to payment by the customer of the shipping costs that may be in force at the time of ordering and taking into account the method of transport and package weight.
- 4.4.2. Shipping prices include VAT at the applicable statutory rate.
- 4.4.3. The shipments to countries outside the European Union are subject to payment of customs duties determined by the destination country, the payment being the sole responsibility of the customer. In case the order is re-sent to Benfica as a result of the



client not paying the Customs Duties for which he/she is accountable, he/she shall bear the costs of re-sending.

#### **4.5. METHODS OF PAYMENT AND DELIVERY OR EXECUTION**

4.5.1. Depending on the type of product/service/content ordered, the following payment methods are available: Credit Card (Visa MasterCard/Eurocard or American Express) or ATM.

4.5.2. The products will be delivered by mail or courier at the address indicated by the client when making the order. The services and contents will be provided accordingly to their nature.

4.5.3. If the products are not received and, therefore, returned to Benfica, we inform that the customer may pick up the ordered products at Benfica's head office within 60 days, on weekdays between 9.00 am and 6.00 pm, providing he/she presents the specific order note and valid identification. Alternatively, in the same period and in writing, you may contact Benfica communicating the address to which you want the items re-shipped and proceed to the prior liquidation, via the payment methods specified in clause 4.5.1 above, of the shipping costs whose estimation will be given to you, and present the order form and valid identification. After the said maximum period of 60 days, Benfica will consider the products as abandoned by the client and reserves the right to destroy them or do whatever else. We also inform that the terms of assurance of the re-shipped products may have expired, to the extent that they begin from the time of the first shipment by Benfica to the address provided by the customer, Benfica accepting no responsibility for any defect or inconsistency that the products may have.

4.5.4. Alternatively, to the option referred to in the preceding paragraphs, the customer may pick up his order at the Benfica Megastore, 48 hours after receiving the payment of the order, from Monday to Friday between 10.00 am and 11.00 pm and, on match days of the Sport Lisboa e Benfica professional football team, between 10.00 am and 2.00 pm

#### **4.6. RIGHT OF RESOLUTION**

4.6.1. Within 14 days from receiving the product, the customer may terminate the contract without penalty and without giving any reason.

4.6.2. Mentioned in the preceding paragraph, the right of withdrawal shall be exercised by sending Benfica, within the period mentioned in the preceding paragraph, a registered letter with notification of receipt communicating the desire to terminate the contract.

4.6.3. The right of withdrawal will only be valid and effective if the customer returns the products within 30 days after its reception and in the exact original conditions in which they were dispatched to the address indicated by the client and upon delivering a copy of the proof of purchase.

4.6.4. Given their ephemeral nature, the return of the contracted services will only be accepted within 24 hours from the date Benfica sends the order confirmation and if in



that period the service hasn't been provided.

4.6.5. The client cannot exercise the right of free resolution in contracts whose acquired goods have been customized, as well as in contracts whose acquired goods or services cannot, by their nature, be refunded.

4.6.6. When the right of free resolution pursuant to the above has been exercised by the customer, Benfica will proceed to the refunding of amounts paid by the customer in the most suitable way. If Benfica intends to make the refunding by bank transfer, the customer must, to that effect, provide Benfica with his/her NIB (Bank Identification Number).

#### **4.7. EXPIRY DATE OF THE OFFER OR CONTRACT PROPOSAL**

4.7.1. The offers or contract proposals provided by Benfica are valid until the order's confirmation by Benfica.

4.7.2. If the customer chooses the payment through ATM, the offer or contract proposal will be valid until the time of payment, within a maximum of 48 hours, except in orders for tickets whose maximum term is 24 hours.

4.7.3. Tickets exchanges and/or refunds are not accepted unless the event might be changed or cancelled.

### **5. USER OBLIGATIONS**

As a condition of use in these Terms, the User is bound to respect the following:

- a) Respect the rights of Benfica and of third parties.
- b) Do not undermine morality and respect all laws, making a correct and appropriate use of the website, with strict observance of the conditions here read, understood and fully accepted without reservation:
- c) Do not modify the software in any way, nor use modified forms of software, particularly with the purpose of obtaining unauthorized access to the Contents or to any reserved content.
- d) Selling or transferring the tickets purchased with this method entails its cancellation as well rel="noopener noreferrer" as your registration on [mybenfica.slbenfica.pt](http://mybenfica.slbenfica.pt) website.

### **6. INTELLECTUAL PROPERTY**

6.1. All rights of intellectual and industrial property on the Contents and the Website belong to Benfica.

6.2. The user acknowledges that the Contents belonging to Benfica are protected by copyright and neighboring rights and other applicable laws.

6.3. Benfica will not tolerate any violation of intellectual and industrial property rights, or of personality and/or property rights of others.

### **7. PRIVACY POLICY**



Benfica is bound to safeguard the online privacy of the user. Forming part of these Conditions, Benfica's privacy policy is available at [www.slbenfica.pt](http://www.slbenfica.pt) ("Privacy Policy").

## **8. BENFICA WARRANTIES**

8.1. Benfica in no way guarantees the user that:

- i) The Contents, goods or services fulfill or are able to fulfill all the user's needs or expectations;
- ii) All errors in the software will be compulsorily corrected;

8.2. No advice or information obtained by the User through the Contents and/or the Website will create any warranty not expressed in these conditions;

8.3. The Website is an electronic communications network used by multiple users and, as such, is subject to computer overloads, so Benfica doesn't guarantee a service without interruptions, data loss or delays in such situations or of force majeure;

8.4 The information collected by Benfica on the Website is anonymous information. This information is processed to help improve the contents of our websites, to adapt them to our visitors and to learn more about them and how they are used. In doing so, Benfica may use tracking technology (cookies) to gather anonymous information such as browser type, operating systems and the date and time of access. Benfica will not collect any Personal Data unless they are specifically, voluntarily and knowingly provided by the User.

## **9. ACCOUNTABILITY**

9.1. Under these conditions, Benfica will be accountable for damages suffered by the User arising directly from failure or defective performance of the obligations by Benfica.

9.2. Benfica will not be accountable before the User:

a) for any losses incurred by the User and/or by third parties resulting from the use or inability to use the Contents or the Website due to delays, interruptions, errors, and suspensions of communications and information loss in this process, originated in factors beyond its control and that are not attributable to him, including any deficiencies or failures caused by the communications network or communications services provided by third parties, by the computer system, the modems, the connection software or any computer virus or resulting from downloading ("download") infected files or containing viruses or other properties that may affect the user's terminal equipment, especially when he/she fails to install the appropriate software to protect access, and in situations of unpredictable overload of the computer systems.

b) for any losses incurred by the User and/or by third parties which may result from technical failures to capture, view, or use that are not attributable to Benfica or result



- from outdated Contents;
- c) for any losses incurred by the User and/or by third parties which may result from any unauthorized use of Benfica's servers and/or from all information and data housed there;
- d) for the correctness, timeliness or accuracy of the information contained in the Contents;
- e) for any errors, inaccuracies or deficiencies of the Contents and for any damage they may cause to the User.

## **10. NOTICES AND COMMUNICATIONS**

10.1. Without prejudice to other forms of communication in these conditions, all notifications made to the User under these conditions, including any amendments thereto, shall be made to the email address indicated by the User on the registration. If the User wishes to contact Benfica, he/she may do so via the e-mail [apoioclienteslb@slbenfica.pt](mailto:apoioclienteslb@slbenfica.pt).

10.2. The notifications will be considered made on the business day following the sending of the notification to the email address indicated by the User on the registration.

10.3. The User is bound to notify Benfica about any change in the e-mail address indicated on the registration. The failure to do so renders ineffective to Benfica any change of address, all notifications pursuant to 10.2 being considered fulfilled.

## **11. RESOLUTION**

11.1. In the event of default or breach of these conditions, Benfica can solve these Terms and terminate the User's access log and, also, immediately remove any comment by the user.

11.2. The resolution of the conditions and the User's access log operates 5 days after Benfica's communication to the user's email address, without prejudice to Benfica's right to immediately remove any comments by Users who violate any of the obligations assumed under these conditions. In this case, the User must immediately cease all use he/she makes of the Website.

## **12. FINAL PROVISIONS**

12.1. If any provision of these Terms is declared void, unenforceable or is to be annulled, that does not affect the validity or enforceability of the remaining provisions, which shall remain in full force.

12.2. The Portuguese law applies to all matters governed by these conditions.

12.3. In case of dispute in the interpretation or application of these conditions and, also, in the interpretation and enforcement of contracts through the Website, the competence is of the Lisbon district's court, with express waiver of any other.