



## 1. ACCEPTANCE

1.1. These Terms of Use establish the rules that govern both access and use of the computer platforms provided by Benfica, namely the website “[www.slbenfica.pt](http://www.slbenfica.pt)” (Benfica’s official site) and any other applications available for use on computers, tablets, mobile phones or other devices (apps) — hereinafter, “Platforms” —, or the provision and use of the respective contents, whether it be text, sound, image, video or computer programs, namely informational or opinion articles, comments, messages, institutional, commercial or other information, trademarks, designs, logos, illustrations, graphics, photographs, audio material or video, web design, and software, etc. — hereinafter, “Contents”.

1.2. The rules governing the processing of the user's personal data of the Platforms are also an integral part of the Terms of Use, since their collection - namely through the Contact Center (707 200 100); in the stores selling Benfica items (merchandising), including the store located at Estádio da Luz, Casas do Benfica and the online store; in the Benfica Museum - Cosme Damião; on the Benfica official site and the computer applications —, conservation, use, transmission, until its elimination, and also the prior consents to this treatment and the purposes hereof, rules which embody in context the Benfica Privacy Policy (available [here](#)).

1.3. This Terms of Use apply to all users, regardless of their nationality or place of residence.

1.4. In the context of the Terms of Use, the expression “Benfica” means and includes, unless expressly stated otherwise, all legal persons that, at all times, are part of and form the Benfica Group, namely, the club Sport Lisboa e Benfica, Sport Lisboa e Benfica - Futebol, SAD, Sport Lisboa e Benfica, SGPS, S.A., Sport Lisboa e Benfica – Multimédia, S.A., Benfica Estádio – Construção e Gestão de Estádios, S.A., Parque do Benfica – Sociedade Imobiliária, S.A., Clínica do SLB, Lda., Benfica TV, S.A., Sport Lisboa e Benfica – Seguros, Mediação de Seguros, Lda., Benfica Foundation.

1.5 – In accordance with the different legal entities that make up the Benfica Group, it is clarified that Sport Lisboa e Benfica is the association entity responsible for the admission of proposals for new members and to deal with all matters related to them, as well as merchandising of products of the Club, fix the fees of the others sports and the Family Solution

1.6 - Sport Lisboa e Benfica clarifies that the membership is made by registering online or by acquiring a voucher, and its value is currently set at € 20.00 (subject to discretionary review of SLB), either in the physical store or online (on the official site of SLB). Depending on the age and address, the member will pay a certain fee amount, as determined by the club's statutes.

1.7 - Lastly, Sport Lisboa e Benfica further clarifies that all members who wish to dissociate themselves from this quality may do so in the physical store or by sending an e-mail to [dep.socio@slbenfica.pt](mailto:dep.socio@slbenfica.pt), with the resignation request that



is made immediately. From the moment of his separation, the former member no longer receives any correspondence from Sport Lisboa e Benfica.

1.8 - Sport Lisboa e Benfica - Futebol SAD is the company responsible for the sale of tickets for football matches and for the sale of the Red Pass.

1.9 - Benfica Estádio - Construção e Gestão de Estádio, S.A, is the company responsible for the exploitation of the Cosme Damião Museum, for the commercialization of the Red Pass Premium and the tours to the Estádio da Luz.

## **2. PROVISION OF CONTENTS**

2.1. The provision of the Contents, through the Platforms, is made in the condition of acceptance by the user, without any reservations, conditions or modifications, of the Terms of Use

2.2. The use of the Platforms and/or the access to the respective Contents by the user means that he does not oppose to the Terms of Use and substantiate, concomitantly, assumption that the user accepts them, fully and unreservedly.

2.3. The use of the Contents by the user is only authorized for exclusively personal purposes, being prohibited, not only the use for any other purposes (v.g., commercial), but also the copy, alteration, reproduction, exhibition, publication, diffusion, distribution, rental, licensing, transmission or use of the Contents, in any form and the creation of other contents or works that are based on or that integrate the Contents.

2.4. The permission to access and use the Platforms and, as well, the availability of the Contents by Benfica does not give the user any right over the others, nor the right to demand their maintenance by Benfica.

2.5. Benfica does not guarantee that access to the Platforms and/or Content will not suffer interruptions or disturbances resulting from technical problems and may, at any time and for its sole convenience, change, restrict or suspend use, discontinue any Platform and/or Content, without prior notice and without any obligation to compensate the user or third parties.

2.6. Benfica does not assume any responsibility for the damages resulting from any situations of impossibility, delay, suspension or interruption in access to Platforms and/or Content due to technical failures or other reasons.

## **3. USER'S PREVIOUS REGISTRATION**

3.1. As a condition for the use of certain functionalities of the Platforms and access to certain Content, the user must register beforehand, entering the personal data identified in the proper fields provided for this purpose, (namely full name, date of birth, gender, municipality and country of residence) and creating a password to access the Platform, all in accordance with the given indications.



3.2. The acquisition of goods, services and/or content by the user through the Platforms depends on the user's previous registration.

## **4. ACQUISITION OF GOODS, SERVICES OR CONTENT**

### **4.1. INITIAL PROVISION**

In cases where the acquisition by the user of goods, services and/or content is possible through the Platforms, the rules contained in this chapter and, and additionally, the applicable legislation.

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. CONCLUSION OF THE CONTRACT**

4.2.1. The acquisition of goods, services and/or contents through the platforms is based on the conclusion of purchase and sale contract, which is celebrated through the Platforms by electronic means, in Portuguese or English, depending on the user's choice, which assumes the status of client.

4.2.2. The conclusion of the contract depends on the prior identification of the customer, which is why, when ordering, he must provide his full name, ID card number, tax number and full address.

4.2.3. After confirmation of the order and/or payment, an order number will be generated, which will be kept by Benfica, together with the customer's data, for a period of 12 months after the order is placed, and the customer is entitled, during this period, to access this data by sending an e-mail to [linhabenfica@slbenfica.pt](mailto:linhabenfica@slbenfica.pt).

### **4.3. SUPPLIER'S IDENTITY AND CONTACT; ESSENTIAL FEATURES OF THE GOODS, SERVICES AND/OR CONTENT**

4.3.1. The supplier's identity and its address, as well as the essential features of the goods, services or content offered for sale and their respective price, are available on the Platform used by the customer in the acquisition of the respective good, service or content.

### **4.4. CORRECTION OF ERRORS IN THE ORDER**

4.4.1. Customer error correction in his order can only take place if the order has not yet been shipped.



4.4.2. To correct the order placed, the customer shall request that correction via e-mail, sending an e-mail to [linhabenfica@slbenfica.pt](mailto:linhabenfica@slbenfica.pt).

4.4.3. The validity of the request for correction is dependent upon confirmation of its reception, in writing, from Benfica.

#### 4.5. SHIPPING COSTS

The delivery of orders is subject to the payment by the customer of shipping costs that are in force at the time of order and considering the method of transport and weight of the order.

4.5.2. The shipping prices include VAT at the legal rate in force.

4.5.3. In the case of shipments to countries outside the European Union, they are subject to the payment of customs duties determined by the country of destination, payment of which is the sole responsibility of the customer.

4.5.4. In the case of reshipment to Benfica of the order in the absence of payment by the customer of the customs fees for which the customer is liable, the latter shall bear the costs of the reshipment.

#### 4.6. PAYMENTS AND DELIVERY METHODS. WARRANTIES

The acquisition of products, service and/or contents by the user is performed with safety, through Benfica's secure server which, to this end, encrypts all information sent.

4.6.2. The secure connection is established between the user's browser and Benfica's server based on a technology named "secure server software" (SSL), using digital certificates issued by the Verisign company.

4.6.3. Depending on the type of product, service or content ordered there will be made available the following payment methods: credit card (Visa Mastercard, Eurocard or American Express) or ATM.

4.6.4. If the payment is made with the credit card, the user, when completing the purchase form and with the purpose of guaranteeing the security of the process, will have to enter the number and expiration date of his credit card and a three-digit security code, located on the back of the credit card, entitled "CVV".

4.6.5. The information referred to in the previous number shall be forwarded, through a secure and private channel, to the company REDUNICRE or MEO WALLET which, in turn, uses Verified by Visa and Secure Code for Visa cards and EuroCards/Mastercards, respectively, in the treatment of that information.

4.6.6. The payment authorization is returned in real time to Benfica from the bank issuing the credit card, with a view to preventing fraud.

4.6.7. The products will be delivered by mail or by carrier at the address indicated by the customer when the order is placed and the services and contents will be provided in a way appropriate to their nature.

4.6.8. In case the products are not received and for that reason they are returned to Benfica, the customer can carry out the removal of the products



that are the object of the order in Benfica headquarters within a maximum of 60 days, working days between 9 am and 6 pm, upon presentation that of the respective order form and valid identification document.

4.6.9. As an alternative to 4.6.8, the customer can, within the same period, contact Benfica via e-mail, sending an e-mail to [linhabenfica@slbenfica.pt](mailto:linhabenfica@slbenfica.pt), communicating the address for which the products in question are to be reshipped.

4.6.10. The reshipping of the products is conditioned to the previous settlement, through the payment methods indicated in 4.6.3, of the shipping costs, the estimate of which will be given to the customer, and to the presentation of the order form and valid identification document.

4.6.11. After the maximum period of 60 days, without the client having requested reshipping in compliance with the provisions of 4.6.8, it is considered that the products were abandoned by the customer, with Benfica reserving the right to destroy or proceed as it sees fit.

4.6.12. The products offered for sale benefit from the warranty periods indicated and/or to which the respective manufacturer is subject.

4.6.13. The countdown of the warranty period for the products will start at the time of the first dispatch by Benfica to the address indicated by the customer, and any redispach does not imply re-counting the warranty period, where the warranty may have expired upon redispach.

4.6.14. After the warranty period, Benfica declines all responsibility for any defect or nonconformity that the products may have.

#### 4.7. RIGHT OF WITHDRAWAL

4.7.1. The customer may terminate the contract without payment of compensation and without having to indicate the reason, within 14 days of delivery of the product.

4.7.2. The right of withdrawal provided for in the previous number shall be exercised by sending to Benfica, within the period stipulated in the previous number, a registered letter with acknowledgment of receipt, communicating the wish to terminate the contract.

4.7.3 The right of withdrawal will only be valid and effective if the customer restores the products within 30 days after receiving them, in the exact original conditions in which they were sent to the address indicated by the customer and by delivery of a copy of the proof of purchase.

4.7.4 The cancellation of services contracted, given its ephemeral nature, will only be accepted within 24 hours from the date of sending the order confirmation by Benfica, provided that in that period the service has not elapsed.

4.7.5 The customer cannot exercise the right of free resolution in contracts whose goods acquired have been personalized and in contracts in which the



goods or services purchased, by their nature, cannot be restored.

4.7.6 When the right of free resolution has been exercised by the client in accordance with the provisions of the previous paragraphs, Benfica will reimburse the amounts paid by the client by the means deemed most appropriate, including bank transfer, in which case the client should indicate his IBAN to Benfica.

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

#### 4.8. VALIDITY OF THE OFFER AND CONTRACTUAL PROPOSAL

4.8.1. The offers or contractual proposal made available by Benfica are valid until de confirmation of the order by Benfica.

4.8.2. In case the customer opts for the ATM payment method, the offer or contractual proposal will be valid until the moment of payment, within a maximum period of 48 hours, except in case tickets orders whose maximum term is 24h.

### 5. OBLIGATIONS OF THE USER

5.1. In the use of the Platforms and the Contents, the user undertakes to:

- a) Read in full the Terms of Use, including the Privacy Policy;
- b) Comply faithfully the Terms of Used;
- c) When registering on the Platforms, whether for the creation of a user account or for the acquisition of any Benfica product, services and/or content, only provide data related to you, true and updated;
- d) To acknowledge and respect the rights of third parties, including other users, and the rights of Benfica, especially regarding industrial property and copyright on Platforms and Content;
- e) Not to adopt acts that conflict with the law, especially those that constitute violations of the rights of others and offenses against the good name, image, reputation and prestige of any person, whether individuals or companies, namely Benfica and other users;
- f) To behave responsibly and act in good faith both regarding Benfica and regarding other users;
- g) Do not design and use any technological tools or measures, either through computer programming or use of pre-existing software, intended or capable of damaging, modifying or totally or partially eliminating Platforms, Content or inherent technology to its proper functioning, as well as those that can allow unauthorized access to the Contents or any content reserved, whether related to Benfica or to other users.

5.2. The sale or transfer to third parties, by any means, of tickets purchased through the Platforms implies the cancellation of the tickets and the cancellation of the registration of the user in those Platforms.



5.3. Violation of the provisions of this clause by the user may determine their civil and/or criminal liability and, consequently, the obligation to compensate for the damages caused and their punishment with fine or imprisonment under the law.

## **6. INTELLECTUAL PROPERTY**

6.1. Unless otherwise noted, Benfica owns industrial property rights and copyrights for all Content, which are protected under the general terms of law and by national and international legislation related to intellectual property and to computer crime.

## **7. PRIVACY POLICY AND PERSONAL DATA**

7.1. Benfica as the entity responsible for the processing of personal data adopts the conduct and implements the necessary mechanisms to ensure the strict compliance with the legislation on personal data that is, at all times, in force, namely Law no. 67/98, of October 26 (in the wording that it has been given by the Rectification no. 22/98, of November 28 and by Law no. 103/2015, of August 24), Law no. 41/2004 of August (in the wording that it has been given by Law 46/2012 of August 29) and the Regulation (EU) no. 2016/679 of the European Parliament and of the Council of April 27, 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

7.2. For this purpose, Benfica approves and implements a Privacy Policy (available [here](#)), endowing the Platforms with the necessary functionalities to exercise the rights of the user as the holder of personal data and regardless of their nationality or place of residence, as well as implementing security mechanisms that protect said personal data against illegal intrusion and improper access.

## **8. COOKIES POLICIES, JAVASCRIPT AND TAGS**

8.1. Cookies are small text files that a site, when visited by the user, places on the computer or on the user's mobile device, through the user's web browser, allowing the automatic recognition of said device in subsequent visits to the site and, thus making navigation faster and more efficient, eliminating the need to repeatedly enter the same information.

8.2. JavaScript is a programming language mainly used in web pages that, through the user's browser, improves the browsing experience of the user.

8.3. The Platforms are equipped with cookies and JavaScript to improve the performance and the user experience, and that cookies do not collect information that identifies the user, but rather generic information, namely the way users access the site and there navigate and the zone and country through





which they access the site, etc., information related to their navigation preferences.

8.4. The user can at any time and through his browser, enable or disable cookies and/or JavaScript and, with the latter option, block the respective entry in your system.

8.5. Blocking cookies and/or JavaScript through the browser may result in the user being unable to access some of their areas or receiving personalized information.

8.6. Tags are terms used on the Internet to identify content and to ease the localization of information associated with this or that subject, being, therefore, a tool of organization and classification of information extremely common on the internet, that uses keywords to relate similar information.

8.7. A 'Container Tag' is an application that allows you to manage all the tags used in a website in a single centralized repository. It also allows defining the rules according to which each tag should be triggered.

8.8. The container tags used by Benfica are not used for collecting data in isolation. Benfica uses proprietary technologies such as [m]Insights, so [m]Insights tags are placed on brand websites and use cookies for behavioral marketing purposes.

8.9. Benfica processes information safeguarding the rules and definition of personal data to create profiles of the consumers of the brands and create behavioral audiences anonymously for the exclusive use of each customer.

8.10. The information of each customer is used only for his own benefit. These safeguards given to customers are expressed in Opt-In contracts signed prior to the activation of the technology.

8.11. For more information on cookies and other technologies, consult the Cookies Policy, Javascript and Tags of Benfica (available [here](#)).

## 9. LIABILITIES

9.1. Benfica shall be liable for any damages suffered by the user arising directly from the breach or defective performance of Benfica's obligations under these Terms of Use.

9.2. In any case, the user acknowledges and accepts that:

a) In terms of privacy and protection of personal data, Benfica's obligations to the user, as the holder of personal data, are obligations of means (and not of result), which is why, when accessing Platforms and Contents, Accept, likewise, the risks inherent to such activity in the digital and electronic environment, namely unauthorized third party intrusion and the dissemination of malicious software (computer viruses) and the possible compromise of information and personal data, from the illegitimate access to it, through its appropriation, adulteration and/or disclosure, until its elimination;

b) Benfica, its administrators, directors, and employees shall not be liable for





any unlawful acts committed by third parties, including other users, especially those referred to in the previous number, even in cases in which such acts cause damages, whether of a patrimonial or moral order.

c) Benfica does not guarantee that Platforms, Content, Goods or Services fulfill or can satisfy any user's needs or expectations;

d) Benfica does not guarantee that any computer or human error that obstructs the availability or the correct functioning of the Platforms or, also, access to all or any of the Contents shall be obligatorily corrected by Benfica and, within a given period;

e) No advice or information obtained by the user through the Platforms and/or the Contents can create any guarantee that is not expressed in these conditions, nor can it be the basis of any decision made by the user, whose consequences, if negative or may be imputed to Benfica;

f) Platforms, especially the official website, are accessible through a public electronic communications network that can be used by several users, and as such, subject to computer overloads, the reason why Benfica does not guarantee the provision without interruptions, loss of information or delays in such situations or force majeure.

g) Benfica is not responsible to the user by for any damages suffered by the user and/or third parties resulting from the use or impossibility of the use of the Platforms and/or the Content, due to delays, interruptions, errors and suspensions of communications and loss of information in that sequence that originate in factors beyond its control and shall not be imputable to it, in particular, any deficiencies or failures caused by the communications network or communications services provided by third parties, the computer system, the modems, the connection software or any computer viruses or arising from the downloading of files infected or containing viruses or other properties that may affect the terminal equipment of the user, in particular when the user does not install the appropriate software to protect access, as well as in situations of unpredictable overload of the computer systems.

h) Benfica is not responsible to the user for any damages suffered by the user and/or third parties that may arise from technical failures of capture, visualization or use that are not imputable to Benfica or resulting from the obsolescence of the Contents;

i) Benfica is not responsible to the user by any damaged suffered by the user and/or third parties that may arise from any unauthorized use of Benfica servers and/or all information and data contained therein, for the correctness, timeliness or veracity of the information contained in the Contents, nor for any errors, deficiencies or inaccuracies in the Contents and any damages that any errors, deficiencies or inaccuracies of the Contents may cause to the user.

## 10. COMMUNICATIONS AND NOTIFICATIONS



10.1. Without prejudice of the other forms of communication foreseen in the Terms of Use, all the notifications addressed to the user, including any alterations to the Terms of Use, will be made to the e-mail address indicated by the user upon registration. 10.2. In case the User intends to contact with Benfica, he may do it so through the e-mail address [linhabenfica@slbenfica.pt](mailto:linhabenfica@slbenfica.pt). 10.3. The notifications shall be deemed to be made on the working day immediately following the date of dispatch of the notification to the e-mail address indicated by the user in his registration. 10.4. The user undertakes to communicate to Benfica any change of his electronic address, and failure to comply with this obligation renders ineffective with Benfica any change to it, considering that all notifications made by Benfica to the user under the terms set forth in 10.1.

## **11. TERMINATION**

11.1. Benfica may terminate these Terms of Use and terminate the user's access to any or all the Platform and you may remove any user comments immediately in case of non-compliance or breach of these conditions, to any such compensation. 11.2. The termination of the Terms of Use and the user registration shall be carried out 5 days after Benfica's communication to the user's email address, without prejudice to the right of Benfica to immediately remove any user comments that violate any of its obligations under Terms of Use. 11.3. In this case, the user shall immediately cease all use he makes of the Platform(s).

## **12. FINAL PROVISIONS**

12.1. Should any of the provisions of these Terms of Use be declared non-existent, void or ineffective, or be annulled, this will not affect the validity or effectiveness of the remaining clauses, which will remain fully in force. 12.2. To all questions regulated by the Terms of Use, it is applicable the Portuguese Law. 12.3. In the event of a dispute, in the interpretation and application of the Terms of Use and, in the interpretation and execution of the contracts concluded through the Platforms, the jurisdiction of the district of Lisbon is vested with express waiver of any other.