Termos de Utilização Versão: 5∙0



# **SPORT LISBOA E BENFICA**

# **TERMS OF USE**

## 1. OBJECT

- 1.1. The present document establishes the rules regulating the access and use by the user ("User") of the slbenfica.pt website (hereinafter the "Website"), managed by Sport Lisboa e Benfica (hereinafter "Benfica"), as well as the use of any other IT platforms made available by Benfica, namely other applications available for use on computers, tablets, cell phones or other devices ("Platforms").
- 1.2. 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, NIPC 500276722; Sport Lisboa e Benfica Futebol, SAD, NIPC 504882066; Sport Lisboa e Benfica SGPS, S.A. NIPC 505270048; Sport Lisboa e Benfica Multimédia, S.A., NIPC 505564424; Benfica TV, S.A. NIPC 508517494; Benfica FM, S.A. NIPC 514631228; Benfica Estádio Construção e Gestão de Estádios, S.A., NIPC 505813378; Parque do Benfica Sociedade Imobiliária, S.A., NIPC 506807410; Clínica do SLB, Unipessoal, Lda. NIPC 508205360; Sport Lisboa e Benfica Seguros, Mediação de Seguros, Lda. NIPC 508797404; Identiperímetro Sociedade Imobiliária, S.A. NIPC 508992770; Red Up Sports, Lda. NIPC 514395931; Fundação Benfica NIPC 509259740. All headquartered at Estádio Sport Lisboa e Benfica, Avenida Eusébio da Silva Ferreira, 1500-313 Lisboa.
- 1.3. These Terms of Use are, integrated, in everything that is not foreseen in this document, by the <u>Privacy Policy</u> and <u>Cookies Policy</u> and, in what concerns orders and purchases made by the User through the Website or other Platforms, complemented by the <u>Terms & Conditions of Sale</u>.

### 2. ACCEPTANCE OF TERMS

The User acknowledges that by accessing, consulting, and using the Site and Platforms he/she accepts these Terms of Use.

# 3. AMENDMENT OF TERMS

**3.1.** Benfica reserves the right, at any time, without prior notice and with immediate effect, to alter, add, update or eliminate, partially or totally, the present Terms of Use.

- **3.2.** The User should periodically check the page of these Terms of Use to confirm if any updates or changes have been made.
- **3.3.** Without prejudice to the provisions of the previous paragraph, whenever there is a material change to the Terms of Use, the User will be informed of this fact when accessing the Website and/or the Platforms.
- **3.4.** If you do not agree with any of the usage rules, you should not use the Website and/or Platforms.

#### 4. USE OF THE WEBSITE AND PLATFORMS

- **4.1.** The User can access and use the Website as a mere visitor, being able to view and consult all the information available on it, including information about Benfica, as well as information relating to the products and/or services made available.
- **4.2.** In general, the User must use the Website in a responsible, prudent manner, and must not disrupt or degrade the continuity, integrity, and quality of its resources and functionalities, nor impinge on the rights and/or possibilities of use of third-party users.
- **4.3.** The User undertakes not to use the Website to make available or share any content that is illegal, false, misleading, threatening, malicious, abusive, defamatory, libelous, invasive of privacy, racially, ethically, or morally objectionable, harmful or offensive to human dignity or harmful to minors.
- **4.4.** It is prohibited to provide information or content that belongs to third parties and that the User is not entitled to use, such as, for example, content protected by third-party copyrights or content that contains personal data of third parties.
- **4.5.** It is strictly forbidden to use the Website to make available or transmit any type of material that contains or may contain viruses, worms, defects, Trojan horses, or other item or computer codes, files, or programs that may interrupt, destroy or limit the functionality of any computer equipment or system or communications equipment.
- **4.6.** The User shall also not make available or transmit any unsolicited or unauthorized content as SPAM or collect, make available, transmit or exploit information about other users for unauthorized purposes.

### 5. MYBENFICA ACCOUNT

**5.1.** As a condition for using certain features of the Website and Platforms and accessing certain contents, the user must register in advance by introducing the personal data identified in the appropriate fields provided for this purpose and creating a password in order to access the Platforms, all under the indications given.

- **5.2.** To create a myBenfica account you will be asked for the following data: e-mail address and password.
- **5.3.** If the User is a Member you will also be asked to enter your Membership number as well as your national ID card or passport number for verification purposes.
- **5.4.** The User is entirely and exclusively responsible for the truthfulness, accuracy, up-to-date, and authenticity of the data, including personal data, supplied as part of the registration and must keep them permanently updated.
- **5.5.** The User should keep the data of his/her myBenfica account confidential, namely by not disclosing it to third parties or by browsing in conditions that allow its decoding and copy by third parties.
- **5.6.** If the User has started the process of creating a myBenfica Account but has not entered the necessary information for its effective creation, Benfica will send an e-mail to the address entered in the process for the User to complete the missing information and thus finish the creation process.
- 5.7. If the User wishes, he/she can complete his/her myBenfica account with additional data.
- **5.8.** Any access and use of the myBenfica account with the User's data is the sole responsibility of the User.
- 5.9. If the User forgets his/her access data he/she must click on the button "Recover your password", providing his/her e-mail address. Then you will receive a message in your e-mail account associated with your registration, which will forward you to a link where you can set a new password.
- **5.10.** The User's account may be suspended or canceled by Benfica if the User fails to comply with the rules applicable to the use of the Site (namely these Terms of Use).
- **5.11.** Benfica may immediately remove any comment from the User in case of non-compliance or violation of these Terms of Use.
- **5.12.** Benfica will send you an e-mail informing you that your account has been suspended or canceled, using the e-mail address you provided when you created your account.
- **5.13.** Benfica is not responsible, directly or indirectly, for any damages resulting from the suspension or cancellation of your account.
- **5.14.** The User may also, at any time, cancel his/her account by requesting it through the official means of SLB, namely by sending an email to the address <u>linhabenfica@slbenfica.pt</u>.
- 6. ORDERS AND PURCHASES

The conditions for ordering and purchasing the products and services made available to Users on the Website and Platforms are governed by the Terms & Conditions of Sale that you can consult through the link: <u>https://www.slbenfica.pt/en-us/termos-e-condicoes</u>.

## 7. CONTENT PROVISION

- **7.1.** The use of the Contents by the user is only authorized for exclusively personal purposes and the use for any other purposes (v.g., commercial) is prohibited, as well as 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.
- **7.2.** 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 Contents, nor the right to demand their maintenance by Benfica.

## 8. OBLIGATIONS OF THE USER

- **8.1.** In the use of the Website and the Contents, the user undertakes to:
  - a) Read in full the Terms of Use, including the Privacy and Cookies Policy, as well as the Terms & Conditions of Purchase;
  - b) Comply faithfully the Terms of Use;
  - c) When registering on the Website and Platforms, whether for the creation of a user account or the acquisition of any Benfica product, services, and/or content, only provide data concerning you that is true and up-to-date;
  - To acknowledge and respect the rights of third parties, including other users, and the rights of Benfica, especially regarding industrial property and copyrights on the Website, the Platforms, and the 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 assume responsible behavior and always act in good faith, both towards Benfica and the 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 other users.

- **8.2.** The sale or transfer to third parties, by any means not official of Benfica or not expressly provided for in the conditions of official products of Benfica, of tickets purchased through the Platforms, will result in the cancellation of the tickets.
- **8.3.** 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.

# 9. INTELLECTUAL PROPERTY

- **9.1.** 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 computer crime.
- **9.2.** The User acknowledges that the Website, its structure, and layout, the selection, organization, and presentation of its content, including its features and the software used therein, as well as the brands, logos, and symbols displayed, are the property of Benfica or have been duly licensed to Benfica.
- **9.3.** The User further acknowledges that the contents of this Website (text, images, graphics, sound and animation, and all other information made available) are protected by intellectual property rights and undertakes to respect such rights.
- **9.4.** The User is not authorized to transmit, communicate to the public, publish, make available to the public, modify, transform, copy, sell, use or distribute, in any way, the texts, images, or other information contained in this Website and the Platforms or part of it without prior written authorization from Benfica.
- **9.5.** The use of trademarks and logos on the Website and the Platforms, as well as the availability of existing materials and products do not, and cannot be construed as granting, permission to Users to use, directly or indirectly, such trademarks, logos, or materials.

### 10. PRIVACY POLICY AND PERSONAL DATA

For information on how Benfica processes your personal data, you should consult the <u>Privacy</u> <u>Policy</u>.

### 11. COOKIES POLICY

For more information about the cookies used by Benfica, you should consult our <u>Cookies</u> <u>Policy</u>.

### 12. LIABILITY AND WARRANTIES

**12.1.** Benfica does not assume any responsibility for damages resulting from eventual situations of impossibility, delay, suspension, or interruption in access to the Website and to the Platforms

and/or Contents due to technical failures or other reasons.

- **12.2.** 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 the Website, 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;
  - Benfica does not guarantee that the Website, Platforms, Content, Goods or Services fulfill or can satisfy any user's needs or expectations;
  - c) Benfica does not guarantee that any computer or human error that obstructs the availability or the correct functioning of the Website and Platforms or, also, access to all or any of the Contents shall be obligatorily corrected by Benfica and, within a given period;
  - d) No advice or information obtained by the user through the Site and Platforms and/or the Contents is capable of creating any warranty that is not expressed in these Terms, nor can it be the basis for any decision taken by the user, the consequences of which, if negative or harmful, can be imputed to Benfica;
  - e) 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;
  - f) Benfica is not responsible towards the User 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.

- g) Benfica is not responsible towards 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 obsolesce of the Contents;
- h) Benfica is not responsible towards the User for any damages 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.
- **12.3.** Additionally, Benfica does not guarantee in any way that the Contents, products or services made available fulfill or can fulfill any of the User's needs or expectations.
- **12.4.** Likewise, no advice or information obtained by the User through the Site or Platforms shall create any guarantee in the User's legal sphere.
- 13. COMMUNICATIONS AND NOTIFICATIONS
- **13.1.** 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.
- 13.2. In case the User intends to contact Benfica, he may do so through the e-mail address <u>linhabenfica@slbenfica.pt.</u>
- **13.3.** The User undertakes to communicate to Benfica any change in his/her electronic address, and failure to comply with this obligation renders any change to the electronic address ineffective for Benfica, all notifications made by Benfica to the User under the terms set out in 13.1 being considered carried out and effective.
- 14. LINKS
- 14.1. Benfica may provide links to other entities' websites. These websites are not owned, operated, or controlled by Benfica, and therefore Benfica is not responsible for, does not approve, or in any way support or endorse the content of these websites, or the websites linked to or referred to on them, without prejudice to the provisions of the Terms & Conditions of Sale. The establishment of links does not imply, in any case, the existence of relations between Benfica and the owner or manager of the webpage to which the link refers.

**14.2.** The use of these links is the sole responsibility of the Users.

#### 15. SECURITY

- **15.1.** Benfica does not guarantee that the Website and the Platforms will function uninterruptedly, be free of errors or failures or that they will be available continuously.
- **15.2.** Benfica uses its best efforts to ensure that the Website and the Platforms are free of viruses of any kind, or other elements of the kind that could be dangerous to your computer or electronic device. However, since Benfica cannot fully control the circulation of information over the Internet, it cannot guarantee that it does not contain any type of virus or other elements that may damage your computer or electronic device.
- **15.3.** To ensure the security of the Website and Platforms, Benfica may, at any time and without prior notice, take the necessary measures to ensure the integrity, security, continuity, or quality of the Website and Platforms, including access restrictions or limitations.

#### 16. FINAL PROVISIONS

- **16.1.** 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.
- **16.2.** To all questions regulated by the Terms of Use, it is applicable the Portuguese Law.
- **16.3.** In case of dispute, in the interpretation or application of the Terms of Use, as well as in the interpretation and execution of contracts concluded through the Platforms, the competent court is the district court of Lisbon, with express renunciation of any other, without prejudice to the application of mandatory laws.
- **16.4.** To download the Terms of Use as a pdf file, click <u>here.</u>

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