

# BIG DAY

two days in one

## DIA GRANDE - EVENT PARTICIPATION TERMS & CONDITIONS AND PRIVACY POLICY (“TCPP”)

### 1. INTRODUCTION

**1.1.** Esporão Vendas e Marketing, S.A., a duly registered Portuguese company with its registered office at Herdade do Esporão, PO Box 31, 7200 Reguengos de Monsaraz, Portugal, corporate body 500254869 (hereinafter the “Organizer”) will hold a public event (hereinafter the “Event”) at the Herdade do Esporão (hereinafter the “Venue”) on the 24<sup>th</sup> and 25<sup>th</sup> of June, 2017.

**1.2.** The Event will include a variety of activities in the areas of culture, Nature, food & drink, entertainment, History and general interest.

**1.3.** The Event will also include accommodation for those that choose that option.

**1.4.** The Event shall commence at 10 am on the 24<sup>th</sup> of June 2016 and terminate at 4 pm on the 25<sup>th</sup> of June 2017.

### 2. ACCESS TO AND DEPARTURE FROM THE EVENT

**2.1.** Access to the Event is subject to **(i)** registration at the website [www.diagrande.pt](http://www.diagrande.pt), **(ii)** acceptance of the present TCPP and **(iii)** payment of the corresponding fees as stipulated in section 6.

**2.2.** The TCPP shall be deemed to have been accepted by checking the corresponding box on the registration page at [www.diagrande.pt](http://www.diagrande.pt). Upon completion of the registration and payment of the fees, you (the “Participant”) will receive a confirmation e-mail. This confirmation e-mail shall, for all extents and purpose, serve as sufficient proof of the Participant’s acceptance of these TCPP.

**2.3.** The Event is open to all members of the public and there is no age restriction. Please, however, bear in mind the following:

**2.3.1.** the Event is a rain or shine event. Please note that the Alentejo region where the Event will take place may reach high temperatures during the day and low temperatures at night. There will be no refund should the weather conditions not be agreeable to you;

**2.3.2.** the Event will be an essentially outdoors event with a large amount of sun exposure;

**2.3.3.** there are no special facilities for persons with physical disabilities, infants or toddlers;

**2.3.4.** the Event may include off-road transportation.

**2.4.** The Participants may access and depart from the Event and the Venue from 10 am on June 24<sup>th</sup> until 5 pm on June 25<sup>th</sup> (at the latest). Late arrivals and early departures (notably from 12 pm on June 24<sup>th</sup> to 9 am on June 25<sup>th</sup>) must be communicated to the Organizer beforehand. .

**2.5.** Upon arrival at the Event, each Participant will be issued a wristband. This wristband shall identify what services and activities each Participant is entitled to receive. The wristband is of extreme importance for the organization of the Event and must not be removed until the end of the Event or the Participant’s final departure from the Venue.

**2.6.** The Organizer reserves the right to immediately eject from the Event all persons that do not have a valid wristband and cannot prove to have paid the Event fees.

**2.7.** Minors must access the Event accompanied by at least one parent or other person with legal guardianship.

**2.8.** Minors under the age of 14 must be accompanied at all times at the Venue by one parent or legal guardian, except in activities where babysitting or supervision services are provided by the Organizer.

### 3. PARTICIPATION IN ACTIVITIES

**3.1.** The Event will include a variety of activities in a number of areas, including cultural, gastronomical, historical, nature and so forth. It is up to the Participant to choose which activities he/she is most interested in when registering on the site.

**3.2.** Unfortunately, some activities can only be offered to a limited number of persons. The organization of the Event has adopted a strict “first come, first served” policy. The Organizer makes no representations or warranties that the Event fees paid by the Participant will entitle him/her to participate in the activity or activities that were selected. The Organizer will inform the Participant which activities are no longer available as soon as possible after the Participant registers and will suggest alternative activities in their place.

**3.3.** The inability of the Participant to participate/attend in one or more confirmed activities shall not, under any circumstance, constitute a right to a full or partial refund.

**3.4.** Some Event activities may have age restrictions. All Participants (including minors) must bring a valid form of identification with a photograph.

**3.5.** The Organizer will enforce Law-Decree no. 50/2013, of April 13<sup>th</sup> (as amended by Law-Decree no. 106/2015, of June 16<sup>th</sup>), and will not serve alcoholic drinks to underage minors or to persons that display signs of being inebriated. The Organizer's staff shall reserve the right and shall be entitled to request appropriate identification when serving alcoholic drinks

**3.6.** Should a Participant have special needs (including allergies to particular foods), he/she must inform the Organizer at the time of registration and in no case later than June 10<sup>th</sup>, 2017. To inform the Organizer, the Participant may place observations on the registry form or send an e-mail to: [diagrande@esporao.com](mailto:diagrande@esporao.com).

#### **4. ACCOMMODATION & SPECIAL NEEDS**

**4.1.** Participants may opt to lodge at the Venue (i.e. the night of the 24<sup>th</sup> to 25<sup>th</sup> of June, 2017).

**4.2.** Please note that lodging shall be in the form of pre-pitched tents in a location pre-determined by the Organizer. Simple sanitation and comfort amenities will be provided to all those that choose to lodge.

**4.3.** By opting for lodging, Participants acknowledge that they accept and are prepared to sleep in standard camping conditions.

**4.4.** The Organizer will provide tents that sleep 1 to 3 persons and larger tents that sleep 4 to 6 persons. It is the Participant's responsibility to request and pay for the appropriate number of tents to accommodate his/her family/party/group.

**4.5.** It is strictly forbidden to exceed the maximum capacity of a tent.

**4.6.** Should a Participant have special needs, he/she must inform the Organizer at the time of registration and no later than June 10<sup>th</sup>, 2017 (via email).

#### **5. PARKING AND TRANSPORT**

**5.1.** Participants travelling by motor vehicle shall park in the designated parking areas indicated by the Organizer. The Organizer will provide transport within the Venue.

**5.2.** Vehicles should remain locked throughout the duration of the Event.

**5.3.** The Organizer will not accept any responsibility for any theft or damage to the Participants' vehicles that occurs at the Venue through no direct fault of the Organizer.

#### **6. PAYMENT**

**6.1.** The Participant's registration shall only be considered complete and attendance to the Event shall only be accepted by the Organizer after the express acceptance of these TCPP and the full payment of the Event fees has been effectuated.

**6.2.** The Event fees depend on the age of the Participant and the options/activities that are selected. The total final price shall be calculated in accordance with the following prices:

**Sign-up fee:**

Adult and minors from 14 yrs to 18 yrs (each)	85,00 €
Children up to 14 yrs (each)	35,00 €
Children up to 3 yrs (each)	free
Special wine tasting (optional)	30,00 €

**Accommodation (optional):**

Tent (4 to 6 persons)	195,00 €
Tent (1 to 3 persons)	95,00 €

**6.3.** All prices include VAT at the applicable legal rate.

**6.4.** The registration fees may be paid through the following means of payment: Visa/Multibanco/PayPal®/MeoWallet.

**6.5.** Invoices shall be sent to the e-mail address provided upon registration along with the registration form and a copy of these TCPP.

#### **7. CANCELLATION POLICY**

**7.1.** In accordance with subparagraph k) of paragraph 1 of article 17 of Law-Decree no. 24/2014, of February 14<sup>th</sup>, the Participant does not have the right to unilaterally terminate the agreement after payment. Consequently, we are unable to offer refunds of the Event fees should you, for any reason, be unable to attend the Event.

**7.2.** As mentioned in section 3.3, the inability to participate/attend in one or more Event activities shall not, under any circumstance, constitute a right to a full or partial refund.

#### **8. HEALTH & SAFETY**

**8.1.** For the comfort and safety of all, the following items are NOT allowed at the Event or Venue:

**8.1.1.** alcohol acquired outside the Venue;

- 8.1.2.** illicit drugs or substances;
  - 8.1.3.** animals (except service animals such as seeing eye dogs);
  - 8.1.4.** firearms and any item that could be used as a weapon;
  - 8.1.5.** fireworks;
  - 8.1.6.** amplification equipment, whistles or megaphones
  - 8.1.7.** unauthorized promotional, commercial, political, religious or offensive items of whatever nature including clothing, banners, signs, symbols and leaflets or flyers;
  - 8.1.8.** any other item deemed or considered dangerous and capable of causing a public nuisance that could be used to distract, obstruct or interfere with another participant's enjoyment of the Event.
- 8.2.** Should the Participant possess one or more prohibited items, the Organizer reserves the right to immediately eject said Participant and, when appropriate, refer him to the police authorities.
- 8.3.** Each Participant shall be responsible for bringing the appropriate items for their health, personal hygiene and well-being. The Organizer recommends that each Participant bring appropriate clothing for hot days and cool nights, their medication, sun-screen, headwear, insect repellants and other personal items associated with outdoor activities and camping (excluding food, drink and camping equipment that will be provided by the Organizer).
- 8.4.** The Organizer shall not be responsible for providing the Participants with any items beyond what is described in the registration package.
- 8.5.** The Organizer shall not be liable for lost or stolen items.

## 9. CONDUCT

- 9.1.** By entering the Event and Venue, the Participant expressly agrees:
- 9.1.1.** to abide by all and any terms of entry into the Event and the Venue (as prescribed by the Organizer);
  - 9.1.2.** not to violate the law in force in Portugal;
  - 9.1.3.** not to cause damage to, improperly use, deface or tamper with any part of the Venue nor remove or attempt to remove any item or object from the Venue or the Event;
  - 9.1.4.** not to litter or pollute the Venue;
  - 9.1.5.** not to use indecent, obscene, racist or discriminatory language or threatening or insulting words, or otherwise behave in a threatening, abusive, riotous, indecent or insulting manner;
  - 9.1.6.** not to directly or indirectly disparage in any way the brand image and/or any other image of the Organizer and/or any trademark linked to the Organizer;
  - 9.1.7.** not to interfere with, obstruct or hinder the Organizer, its employees, agents or contractors in the exercise of their powers, functions or duties or behaviour in a manner which threatens, or is intended to threaten the safety of the performers, employees, agents or contractors;
  - 9.1.8.** not to have any behavior which reasonably interferes with the other patrons enjoyment of the Event;
  - 9.1.9.** not to smoke in areas within the Venue nominated as non-smoking
  - 9.1.10.** not to hold him/herself out or otherwise promote him/herself as being associated with the Organizer;
  - 9.1.11.** not to record by any means any of the live performances by the artists performing at the Event;
  - 9.1.12.** not to consume alcoholic beverages in excess or illicit drugs;
  - 9.1.13.** to follow all official directions by Organizer's staff & security in the event of an emergency situation or evacuation.
- 9.2.** Any Participant that is held to have an inappropriate conduct may be ejected from the Event and possibly referred to the police authorities.

## 10. IMAGE RIGHTS

- 10.1.** By entering the Event and Venue, the Participant irrevocably consents to the gratuitous
- 10.1.1.** recording of his/her likeness and/or voice by any means (including but not limited to audio and visual recordings by television cameras or other equipment and photographers) (together "Images");
  - 10.1.2.** participation in live broadcasts and transmissions;
  - 10.1.3.** the commercial exploitation, throughout the world, of his/her Images by any means (including future undiscovered means) by the Organizer or its authorized affiliates and commercial partners.
- 10.2.** In the case of minors entering the Event and Venue, it shall be deemed that the minor's parent or legal guardian expressly authorized the use of said minor's Images as per the preceding sub-paragraphs of the previous paragraph.
- 10.3.** Upon registration and acceptance of these TCPP, the Participant hereby represents and warrants that he/she has obtained the necessary authorizations from the other members of his/her family/party/group.
- 10.4.** Should at any time the Organizer believe it to be necessary to obtain written and signed confirmations of these authorizations, the Participant shall, at the Organizer's expense, provide such documents.

## 11. DATA PROTECTION

**11.1.** Upon registration, the Participant must provide the following obligatory personal data: full name, address, gender, birth date, tax number, email address and phone number. Failure to do so will prevent the registration process and this will be terminated automatically. The domain server of the website [www.diagrande.pt](http://www.diagrande.pt) may also register and store information normally registered by default by the server, such as the IP address from which the Participant accessed the site; the date and duration of the access and the third party web address from which the Participant came to the site [www.diagrande.pt](http://www.diagrande.pt).

**11.2.** The Organizer will be the “Data Controller” for the purposes of the privacy legislation and will use the Participant’s personal data for the purposes of invoicing, verifying the Participant is of age to drink alcoholic beverages, management of the Event, improvement of the website and marketing purposes. By registering and accepting the present TCPP, the Participant expressly consents to the use of his/her personal data for the above mentioned purposes, as well as to receive information concerning the Organizer’s events and products, including by electronic means. The Participant shall be entitled to oppose the receiving of these commercial communications at any time by writing an e-mail to [diagrande@esporao.com](mailto:diagrande@esporao.com).

**11.3.** By registering and accepting these TCPP, the Participants:

**11.3.1.** consent to the assignment of their personal data to the Organizer’s service providers and subcontractors for the purposes of the Participant’s participation in the Event. The Participants will be fully responsible for the veracity and accuracy of the information that they submit.

**11.3.2.** are entitled to access their personal data free of charge for the purposes of consultation or to request the Organizer to rectify, delete, limit or cancel their data. In the event that any Participant requests the total or partial deletion of their personal data before the Event, the Participant may be prevented from attending the Event. The Participant may also request that his/her personal data be provided in a structured, commonly used and machine-readable format for the purposes of the right to portability, and may also request that the Organizer notify third parties which were provided with the Participant’s personal data so that they rectify, delete or limit the processing of the personal data in question;

**11.3.3** have the right to be informed prior to their personal data being transferred for the first time to a third party (that is not a service provider and data processor of the Organizer for the purpose of direct marketing or for use by third parties. They also have the express right to oppose, with no costs, to said transfers.

**11.4.** In compliance with the provisions of the Portuguese Personal Data Protection Law (Law no. 67/98), the Organizer advises the Participants that the personal data that they submit voluntarily will be entered in a computerized file owned by the Organizer. The Organizer undertakes to perform its obligation to keep the Participant’s personal data confidential and its duty to safeguard that Participant’s personal data and it will take the necessary measures, both at the technological and organizational levels, to prevent any alteration, loss or unauthorized processing of or access to that data, in keeping at all times with available technology.

**11.5.** The Organizer further advises that the personal data will be sent over public networks and therefore there is a risk that it will be seen by others.

**11.6.** The Participant that registers his/her personal data with the Organizer expressly declares and warrants that it has obtained the necessary authorizations to submit and provide the personal data of the other members of its party/group.

**11.7** The Organizer will store the Participant’s personal data in computer files located in the European Union for a period of 5 years counting from the Event Date, without prejudice to legal obligations that may dictate that it keeps the Participant’s personal data in accounting records for a period of 10 years.

**11.8** To exercise the rights foreseen in the previous paragraphs, the Organizer should be contacted through the email address: [diagrande@esporao.com](mailto:diagrande@esporao.com).

**11.9** The Participant is entitled to present a complaint at the regulator *Comissão Nacional da Protecção de Dados*.

**11.10** The website [www.diagrande.pt](http://www.diagrande.pt) uses various types of cookies to control, improve and personalize your web navigating experience. The Participant may learn more about the cookies we use and how to manage them on the Organizer’s Cookies Policy accessible at [www.esporao.com/pt-pt/termos-e-condicoes/](http://www.esporao.com/pt-pt/termos-e-condicoes/).

## 12. IMPORTANT INFORMATION

**12.1.** The Organizer will be entitled to modify these TCPP at an time. Any such modifications will be sent to the e-mail address provided upon registration.

**12.2.** In the event that a clause of these TCPP is declared void, that circumstance will not affect the validity of the rest of the TCPP.

**12.3.** The Participant acknowledges and agrees that without prejudice to any other rights which the Organizer may have, that if the Participant contravenes any of these TCPP he/she may:

**12.3.1.** be refused entry to the Venue;

**12.3.2.** be ejected from the Venue;

**12.3.3.** have his/her registration to the Event cancelled without refund or recompense.

**12.4.** Attendance at the Event is at the Participants own risk. To the extent permitted by the applicable law, and without prejudice to situations where no limitation is possible, the Organizer’s liability vis-à-vis a Participant shall be limited and shall not exceed under any circumstance the value of the fees paid by said Participant.

**12.5.** For situations not foreseen hereunder, the TCPP shall not restrict the Organizer's rights under general law.

**12.6** For any matter related to the Event or the present TCPP, the Participant may contact the Organizer at the address indicated in section 1.1 or by phone at 213031540 or by email at [diagrande@esporao.pt](mailto:diagrande@esporao.pt).

### **13. APPLICABLE LAW AND JURISDICTION**

**13.1.** These TCPP and any dispute or claim that may arise in connection with them, the Event or the Venue will be governed by and interpreted in accordance with Portuguese law.

**13.2.** The courts of Lisbon will have exclusive jurisdiction to rule on any dispute or claim that may arise in connection with these TCPP or the Event (including any dispute or claim of a non-contractual nature).

### **14. APPLICABLE LAW AND JURISDICTION**

**14.1.** In the event of a consumer conflict, as defined in Law no. 144/2015, of September 8th, the Participant (consumer) may resort to a competent consumer litigation alternative resolution entity.

**14.2** Notwithstanding what is foreseen in the legislation, by-laws and regulations that the consumer litigation alternative resolution entities are bound to, the Participant (consumer) may opt for the European platform of online litigation resolution made available at <http://webgate.ec.europa.eu/odr>, for the consumer litigation alternative resolution entity of the location of your domicile or for the alternative resolution entity with specialized competence, should there be one for the sector in question.

**14.3** Should none of the litigation alternative resolution entities mentioned in the previous paragraph exist or should they declare themselves to not be competent on account of the value of the conflict, the Participant (consumer) may resort to the National Center of Information and Arbitration of Consumer Conflicts, located in Lisbon, with the following email address: [cniacc@unl.pt](mailto:cniacc@unl.pt) and available at the webpage [www.arbitragemdeconsumo.org](http://www.arbitragemdeconsumo.org).