



BIG DAY

two days in one

PARTICIPATION IN THE “DIA GRANDE” (BIG DAY) EVENT TERMS & CONDITIONS AND PRIVACY POLICY (“TCPP”)

1. INTRODUCTION

1.1. Esporão Vendas e Marketing, S.A., a duly registered Portuguese company, with registered office at Herdade do Esporão, Apartado 31, 7200-999, Reguengos de Monsaraz, Portugal, Tax number 500254869 (hereinafter referred to as “the Organiser”) will hold a public event (hereinafter referred to as “the Event”) at Herdade do Esporão (hereinafter referred to as “the Site”) on 30 June and 1 July 2018.

1.2. The Event will include a variety of activities in the fields of culture, nature, food & beverage, entertainment, history and general interest.

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

1.4. The Event will begin at 10 am on 30 June 2018 and end at 1 pm on 1 July 2018.

2. EVENT ADMISSION AND EXIT

2.1. Access to the Event is subject to (i) registration on the website www.diagrande.pt, (ii) acceptance of these TCPP and (iii) payment of registration, as stipulated in paragraph 6.

2.2. The TCPP are considered accepted by checking the corresponding box on the registration page at www.diagrande.pt. After registration has been concluded and paid, the Participant (“the Participant”) will receive confirmation by e-mail. This confirmation by e-mail will serve, for all intents and purposes, as sufficient proof of the Participant’s acceptance of these TCPP.

2.3. The Event is open to the general public and there is no age restriction. However, the following must be taken into account:

2.3.1. The Event shall take place whether rain or shine. Note that the Alentejo region, where the Event will be held, can reach high temperatures during the day and low temperatures at night. There will be no refunds if the weather conditions do not satisfy the Participant;

2.3.2. The Event will take place primarily outdoors, with extensive sun exposure;

2.3.3. There are no special facilities for people with physical disabilities, babies or small children;

2.3.4. The Event may include off-road travel / transportation.

2.4. Participants may access the Event and Site as of 10 am on 30 June and should exit the Event and Site at the latest by 4 pm on 1 July. Entries and exits between midnight 30 June and 9 am 1 July should be notified in advance to the Organiser.

2.5. A unique ID code shall be issued to each Participant upon registration on the website. This unique ID code will identify the services and activities each Participant is entitled to. The unique ID code is extremely important for the Event's organisation and should not be discarded until the end of the Event or until the Participant's final exit from the Site.

2.6. The Organiser reserves the right to immediately expel from the Event anyone who does not have a valid ID code and cannot show proof of payment of registration to the Event.

2.7. Minors must be accompanied by at least one parent, or a legal guardian, to enter the Event.

2.8. Children under the age of 14 must be accompanied in the Site, at all times, by one parent or by a legal guardian, except during activities where the Organiser provides supervision or babysitting services.

3. PARTICIPATION IN THE ACTIVITIES

3.1. The Event shall include a variety of activities in several fields, including culture, gastronomy, history, nature, and so on. Participants shall choose the activities they are most interested in during the registration process on the website. Please take into account that it may not be possible to register simultaneously for the activities and the Event. In case this occurs, the Participant will be invited to complete registration for the activities at a later time.

3.2. Unfortunately, some activities can only be offered to a limited number of Participants. The Event organisation has adopted a strict "first come, first served" policy. The Organiser does not make statements or offer guarantees that the amounts paid by Participants give them the right to participate in the selected activity or activities. The Organiser shall inform the Participant of the activities that are no longer available as soon as possible following the Participant's registration and will suggest other activities as an alternative.

3.3. If, for reasons attributable to the Participant, they are unable to participate in/attend the activities confirmed by the Organiser, Participants will not have any right to full or partial reimbursement. It shall be considered that the Participant did not appear if he / she is late and is not present at the activity's starting time foreseen in the program. No Participant may access an activity after it has started. The Organiser reserves the right to give the Participant's place to another person in case of a no show, which shall take place on a first come, first served basis at the Site to those who demonstrate interest in participating and did not register.

3.4. Some activities at the Event may have age restrictions. All Participants (including minors) should bring a valid identification document bearing a photo.

3.5. The Organiser shall apply Decree-Law n.º 50/2013, of 13 April (as amended by Decree-Law n.º 106/2015, of 16 June), and will not serve alcoholic beverages to minors or people displaying signs of intoxication. The Organiser's team reserves the right to request valid identification when serving alcoholic beverages.

3.6. Participants with special needs (including food allergies) should inform the Organiser during the registration process and, in any case, never after 10 de June 2018. To inform the Organiser, the Participant may make observations on the registration form or send an e-mail to: diagrande@esporao.com.

3.7. The Organiser will provide a mobile phone number so that those who wish can send a message to be included in a Whatsapp group administrated and created specifically for Dia Grande by the Organiser. This means of communication by the Organiser serves to provide information to the Participant during the Event. By providing a mobile phone number, the Participant gives consent to the use of his/her personal information for the purpose foreseen in this clause. The Participant will always have the right to request removal from the abovementioned Whatsapp group at any time. The phone numbers provided under this clause will be saved solely in one of the Organiser's mobile phones and will be erased within one week after the end of the Event.

4. ACCOMMODATION AND SPECIAL NEEDS

- 4.1. Participants may choose accommodation at the Site (i.e. on the night from 30 June to 1 July 2018).
- 4.2. Accommodation will be provided in tents set up in a Site previously determined by the Organiser. Simple sanitary and comfort conditions will be provided to all of those who choose this solution.
- 4.3. By choosing this accommodation, Participants accept and recognise that they are willing to sleep in typical camping conditions.
- 4.4. The Organisation will provide tents for 1-3 people and larger tents, for 4-6 people. It is the Participant's responsibility to request and pay for the adequate number of tents to accommodate his / her family or group.
- 4.5. It is strictly prohibited to exceed the maximum capacity of a tent.
- 4.6. Participants with special needs must inform the Organiser of these during the registration process and, in any case, never after 10 June 2018.

5. PARKING AND TRANSPORTATION

- 5.1. Participants travelling in a motor vehicle must park in the parking areas designated by the Organiser. The Organiser will provide transportation within the Site.
- 5.2. Vehicles must remain locked for the entire duration of the Event.
- 5.3. The Organiser will not accept any liability for any theft or damage that is not directly the Organiser's fault, to the Participants' vehicles in the Site.

6. PAYMENT

- 6.1. The Participant's registration will only be considered complete, and participation in the Event accepted by the Organiser, after explicit acceptance of these TCPP and full payment of registration. We recommend participants keep a copy of these TCPP for consultation and archive purposes.
- 6.2. The price of registration in the Event depends on the Participant's age and options/activities selected. The total price of registration is calculated based on the following fees:

Registration fee:

Adult and minors aged between 14 and 18 years (each)	95,00
Children aged up to 14 years (each)	45,00
Children aged up to 3 years (each)	Gratuito
Special wine tasting (optional)	40,00

Accommodation (optional):

Tent (4 to 6 people)	195,00
Teepee tent (1 to 3 people)	95,00

- 6.3. All prices include VAT at the legal rate in force.
- 6.4. Registration can be paid using the following payment methods: Visa/ATM/PayPal and MeoWallet.
- 6.5. Invoices will be provided in the user's personal area on the website, in the section "My Payments".

7. CANCELLATION CONDITIONS

7.1. Pursuant to the terms in article 17(1)(k) of Decree-Law n.º 24/2014, of 14 February, the Participant does not have the right to freely terminate the contract after payment. Consequently, the Organiser shall not refund the registration fee if, for any reason, the Participant is unable to participate in /attend the Event.

7.2. As mentioned in Section 3.3, the inability to participate in /attend one or more activities at the Event shall not, under any circumstances, confer the right to a total or partial refund.

8. HEALTH AND SAFETY

8.1. For everyone's comfort and safety, the following items are not permitted at the Event or on the Site:

8.1.1. alcohol purchased off-Site;

8.1.2. illegal drugs or substances;

8.1.3. animals (except for service animals, such as seeing eye dogs);

8.1.4. firearms and any object that may be used as a weapon;

8.1.5. fireworks;

8.1.6. sound amplification equipment, whistles or megaphones;

8.1.7. unauthorised promotional, commercial, political, religious or offensive articles of any nature, including clothing, banners, signs, symbols, brochures or pamphlets;

8.1.8. or any other object that may be considered dangerous and capable of causing public nuisance and which may be used to distract, obstruct or interfere with enjoyment of the Event by another participant at the Event.

8.2. If the Participant has one or more prohibited items, the Organiser reserves the right to expel that Participant immediately and, when applicable, report him / her to the police authorities.

8.3. Each Participant is responsible for bringing the proper items for his / her health, personal hygiene and well-being. The Organiser recommends that each Participant bring adequate clothing for hot days and cold nights, medication, sunscreen, headwear, insect repellent and other personal items for outdoor activities and camping (excluding food products, beverages and camping equipment, which shall be provided by the Organiser).

8.4. The Organiser shall not be responsible for providing Participants with any other product other than those described in the registration package.

8.5. The Organiser shall not be liable for lost or stolen goods.

9. CONDUCT

9.1. Upon entering the Event and the Site, the Participant expressly agrees:

9.1.1. to comply with all and any terms of entry to the Event and the Site (as established by the Organiser);

9.1.2. not to violate the legislation in force in Portugal;

9.1.3. not to cause damage, misuse, disfigure or debase any element at the Site, neither remove or try to remove any item or object from the Site or the Event;

9.1.4. not to leave rubbish or pollute the Site;

9.1.5. not to use language that is indecent, obscene, racist or discriminatory, or threatening or insulting words, or in any way behave in a manner that is threatening, abusive, disorderly, indecent or insulting;

9.1.6. not to denigrate in any way, directly or indirectly, the brand and / or any other image of the Organiser and / or any brand associated with the Organiser;

9.1.7. not to interfere, obstruct or hinder the Organiser, its employees, agents or hired personnel in exercising their powers, duties or tasks, or behave in a manner that is threatening or aims to threaten the safety of performers, employees, agents or hired personnel;

9.1.8. not to behave in any way that reasonably interferes with the enjoyment of other participants at the Event;

9.1.9. not to smoke on the Site except in the areas expressly indicated for that purpose;

9.1.10. not to present, promote or in any way suggest that he / she is associated with the Organiser;

9.1.11. not to record, in any manner, any live performances by artists presenting at the Event;

9.1.12. not to consume excessive alcoholic beverages or illegal drugs;

9.1.13. to comply with all official instructions given at the Event by the Organiser's staff and security team, in case of an emergency or evacuation situation;

9.1.14. to show-up at the activities in which he / she registered at the appointed time.

9.2. Any Participant behaving inappropriately may be expelled from the Event and, possibly, reported to the police authorities.

10. IMAGE RIGHTS

10.1. By entering the Event and the Site, Participants agree, free of charge, to the:

10.1.1. recording of their image and / or voice using any medium (including but not limited to audio and visual recordings by television cameras or other and by photographers) (altogether referred to as "Images");

10.1.2. participation in live broadcasts and transmissions;

10.1.3. commercial exploitation (for example, the Organiser's promotional material) of their Images all over the world, using any medium (including future media that are still unknown), by the Organiser or its authorised affiliates and trade partners;

10.1.4. exchange of the Images with other people participating in the Event.

10.2. In the case of minors attending the Event and Site, it is considered that the parent or legal guardian expressly authorised the use of Images of the minor pursuant to the previous points in the previous paragraph.

10.3. Upon registration and acceptance of these TCPP, the Participant declares and guarantees having obtained and retained the necessary authorisations from the other members of his / her family / group.

10.4. The Organiser may, at any time, consider it necessary to obtain written and signed confirmation of those authorisations, in which case the Participant should, at the Organiser's expense, provide those documents.

10.5. The Participant may, at any time, request that his / her image be eliminated from the Organiser's archive. In any case, the Images shall be eliminated within 5 (five) years after conclusion of the Event.

11. DATA PROTECTION

11.1. Upon registration, the Participant must provide the following required personal information: full name, address, gender, age, tax number, e-mail address and telephone number. Failure to provide this information will interrupt the registration request automatically and registration will not be processed. The domain server for the website www.diagrande.pt may also record and store information that is normally by definition recorded by the server, namely the Internet Protocol Address through which the Participant accessed the Internet; the date and duration of the access to this website; the Internet address from which the Participant accessed the website www.diagrande.pt. Please note that the website also has an automatic marketing function that tracks the Participant's navigation of the Organiser's website (including www.esporao.com, www.festivalmontevelho.pt and www.diagrande.pt).

11.2. The Organiser will be the "Data Controller" for the purposes of data protection legislation and will use the Participant's personal information for invoicing purposes, to verify if the Participant is of legal age to drink alcoholic beverages, for management and security of the Event and the Participants, to communicate with the Participants during the Event, to improve the website and marketing. By registering and accepting these TCPP, Participants consent to the use of their personal information for the purposes mentioned above, as well as to receive information regarding the Organiser's events and products, including through electronic media. The Participant shall have the right to oppose these messages at any time by sending an e-mail to diagrande@esporao.com or clicking on the link to cancel the subscription, which will be included in each message and e-mail.

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

11.3.1. authorise the transfer of their personal data to service suppliers and entities outsourced by the Organiser for the purposes of the Participant's participation in the Event. The Participants are completely responsible for the truthfulness and accuracy of the information they submit;

11.3.2. have the right to access their personal data freely for the purpose of consulting it or requesting that the Organiser rectify, delete, limit or cancel their information. In case any Participant requests the total or partial deletion of his / her personal data before the Event, it may be necessary to exclude him / her from the Event. Participants may also request that their information be sent to them in a structured format, of general use and automatic reading for the purpose of exercising portability rights, and may also ask the Organiser to notify third parties that were given access to this information in order for them to rectify, delete, limit or treat the data in question;

11.3.3. have the right to be informed before their personal data is conveyed for the first time to third parties (that are not outsourced by the Organiser to carry out the Event) for direct marketing purposes or for use by third parties, and to be expressly given the right to oppose this communication or use, without expense.

11.4. Pursuant to the provisions stipulated in the Personal Data Protection Act (Law n.º 67/98), the Organiser informs the Participants that the personal information provided voluntarily shall be inserted in a computer file owned by the Organiser. The Organiser undertakes to ensure its obligation of guaranteeing the confidentiality of the Participant's personal data and take the necessary measures, both technological and organisational, to avoid any alteration, loss or unauthorised treatment or access to that data, always remaining attentive of the available technology.

11.5. The Organiser also informs that the personal data will be sent through public networks and that there is, therefore, a risk of the information being seen by others.

11.6. Participants that register their personal data with the Organiser expressly declare and guarantee that they obtained the necessary authorisations to present and provide the personal data of the other members of their group. Participants also declare that they submitted, or will submit as soon as possible, these TCPP to all members of their group, urging them to read these carefully.

11.7. The Organiser shall store the Participant's personal data in computer files located in European Union territory for the duration of 5 years counting from the date of the Event, notwithstanding the legal obligation of maintaining the Participant's personal information in accounting documents for a period of 10 years.

11.8. To exercise the rights foreseen in the previous paragraphs, the Participant should contact the Organiser through the following e-mail address: diagrande@esporao.pt.

11.9. The Participant shall have the right to submit a complaint to the supervisory authority, which shall be the Comissão Nacional de Protecção de Dados (*National Data Protection Commission*).

11.10. The website www.diagrande.pt uses various types of cookies to control, improve and personalise its experience. Participants may find out more about the cookies used and how to manage them in the Organiser's Cookies Policy available at www.esporao.com/pt-pt/termos-e-condicoes/

12. IMPORTANT INFORMATION

12.1. The Organiser shall have the right to change these TCPP at any time. These changes shall be sent to the electronic address supplied during registration.

12.2. In the event that one of the clauses of these TCPP is nullified, that circumstance shall not affect the validity of the remaining clauses of these TCPP

12.3. The Participant recognises and agrees that, notwithstanding any other rights the Organiser may have, if Participants violate any of these TCPP, they may:

12.3.1. be refused entry to the Site;

12.3.2. be expelled from the Site;

12.3.3. have their registration in the Event cancelled without a refund or compensation.

12.4. The presence of Participants at the Event is at their own risk. To the extent permitted by the applicable law, and notwithstanding situations where no limitation is possible, the Organiser's liability concerning a Participant shall be limited and, under no circumstances may exceed the value of the registration paid by the Participant in question.

12.5. For situations that are not foreseen in this Contract, the TCPP should not restrict the rights of the Organiser under the general law.

12.6. For any matter related to the Event or these TCPP, the Participant may contact the Organiser at the address indicated in paragraph 1.1, through the telephone number +351 21 303 1540 or the e-mail address diagrande@esporao.com.

13. APPLICABLE LAW AND JURISDICTION

13.1. These TCPP and any dispute or claim that may arise in association with them, the Event or the Site, shall be governed and interpreted according to Portuguese law.

13.2. The courts of Lisbon shall have exclusive jurisdiction to settle any disputes or claims that may arise in association with these TCPP or the Event (including any dispute or complaint of a non-contractual nature).

14. JURISDICTION TO SETTLE CONSUMER DISPUTES

14.1. In case of consumer disputes, defined by the terms provided in Law n.º 144/2015, of 8 September, the Participant (consumer) may appeal to the relevant body for alternative consumer dispute resolution.

14.2. Notwithstanding the provisions stipulated in the legislation, statutes and regulations that bind the relevant alternative consumer dispute resolution entities, Participants (consumers) may choose the European online dispute resolution platform available at <http://webgate.ec.europa.eu/odr>, the alternative consumer dispute resolution entity in their place of residence or the specialised alternative dispute resolution entity, provided there is one for the sector in question.

14.3. Where there is no alternative dispute resolution entity under the terms laid out in the previous paragraph, or those that exist do not consider themselves competent due to the amount of the dispute, the Participant (consumer) may appeal to the Centro Nacional de Informação e Arbitragem de Conflitos de Consumo (*National Centre for Information and Arbitration of Consumer Disputes*), located in Lisbon, with the e-mail address: cniacc@unl.pt and available at the website www.arbitragemdeconsumo.org.