

## **REGULATIONS FOR THE “PASSATEMPO OUTDOOR 2.<sup>a</sup> CIRCULAR”**

The present competition is entitled “*Passatempo Outdoor 2.<sup>a</sup> Circular*” – an initiative carried out by PESTANA PROPERTIES - SIC IMOBILIÁRIA FECHADA, S.A., with registered offices at Rua Laura Alves, 12, 4.º, in the parish of Avenidas Novas, municipality of Lisbon, registered with the Commercial Registry Office (*Conservatória do Registo Comercial*) under number 517235722 (NIPC), with a share capital of €33,000,000.00 (thirty-three million euros), represented by the management company LYNX ASSET MANAGERS SGOIC, S.A., with registered offices at Rua Laura Alves, 12, 4.º, in the parish of Avenidas Novas, municipality of Lisbon, with a share capital of €1,050,000.00 (one million and fifty thousand euros), registered with the Commercial Registry Office (*Conservatória do Registo Comercial*) under number 507929934 (NIPC), which acts as the data controller, hereinafter referred to as the “Pestana Group”.

### **Article no. 1**

#### **Eligibility and Purpose**

1. This initiative is open to all individuals aged 18 or over who register on the website [www.pestanaportocovobeach.com](http://www.pestanaportocovobeach.com) by 22 May 2025 (hereinafter referred to as the “participants”).
2. Immediate family members and employees of the Pestana Group are not eligible to take part in this initiative, as they may be in a position to benefit unfairly from privileged and non-public information related to the initiative.
3. Any participant found to be acting in bad faith or providing false information in order to manipulate the initiative shall be automatically disqualified if identified.
4. Any unlawful conduct aimed at gaining a competitive advantage during this initiative shall be considered fraudulent. The Pestana Group reserves the right to disqualify any participant whose behaviour falls within the scope of this provision.
5. To confirm the identity of the winning participant, the Pestana Group may request a copy of an identification document. The Pestana Group is not responsible for any discrepancies between the document provided and the winner’s identity. If the winner chooses to provide a copy of their Citizen's Card, they must also submit a declaration of consent in accordance with Regulation (EU) 2016/679 of the European Parliament and European Council (*Parlamento Europeu e do Conselho*), dated 27 April 2016. If the winner refuses to provide valid proof of identity, the Pestana Group reserves the right to transfer the prize to the designated runner-up.
6. The Pestana Group reserves the right to reject any entries that are incomplete, unintelligible, damaged or otherwise irregular. It also reserves the right to reject any entries that are illegal, indecent, racist, defamatory, or that it deems otherwise harmful.
7. The Pestana Group accepts no responsibility for late entries, including, but not limited to, entries not received due to technical interruptions, network failures, access blockages, server downtime, computer errors, or any other issues beyond its direct control.

### **Article no. 2**

#### **Competition Period**

Entries may be submitted from 9:00 a.m. on 8 May 2025 until 11:59 p.m. on 22 May 2025. The winner and the corresponding prize will be announced at 3:00 p.m. on 23 May 2025.

### **Article no. 3**

#### **How to Participate**

1. During the competition period, participants who meet the requirements set out in Clause 1 and wish to enter must complete the form available at [www.pestanaportocovobeach.com](http://www.pestanaportocovobeach.com) with a creative sentence about Porto Covo.

1.1. To complete their entry, participants must access [www.pestanaportocovobeach.com](http://www.pestanaportocovobeach.com) and follow the instructions on the page. Specifically, they must fill out the participation form with their contact details and click the submission/entry button.

1.2. Participants may be asked to answer a question before submitting their contact details. This helps us ensure that entries are submitted by eligible participants and not by computer-generated programmes.

2. Upon entering, participants must provide a valid email address so they can be contacted if selected as the winner.

3. Participants warrant that all creative content submitted in the context of this initiative does not infringe third-party copyright and does not include any elements or data belonging to third parties without prior consent. The Pestana Group shall not be held liable for any entries that breach these terms.

4. The winning entry will be selected by a panel comprising Inês Tavares, José Roquette, and Tomás Gonçalves, all employees of the Pestana Group. The decision will be based on the creativity of the sentence submitted.

5. One winner and two runner-up participants will be selected. The runners-up will only be considered if the winning entry is found to be fraudulent or otherwise in breach of these rules, or if it is not possible to contact the winner using the information provided. The Pestana Group will make two contact attempts via email, at least 24 hours apart. If the winner does not respond within 48 hours of the second attempt, the prize will be awarded to the first runner-up. The same process applies to the second runner-up.

6. Each participant may only enter once.

### **Article no. 4**

#### **Intellectual Property**

In accordance with Articles 40 and 41 of the Código de Direitos de Autor e Direitos Conexos, participants authorise the Promoting Entities to make use of the messages and other creative materials submitted by the participants within the scope of this initiative. Such materials may be used, advertised, edited, and published free of charge, for a period of 100 years, on an exclusive and sub-licensable basis, for commercial and non-commercial purposes, worldwide.

## **Article no. 5**

### **Prize Description**

1. The winning participant will be awarded a Pestana voucher for a two-night weekend stay at a Pestana Group hotel located in Portugal, valid until 30 June 2025.

#### Includes:

Two consecutive nights' accommodation over a weekend, including breakfast.

#### Excludes:

Personal expenses, extra consumption, insurance of any kind or form, and anything not expressly listed in the “includes” section above.

#### Conditions of use:

- Subject to availability and confirmation by the hotel at the time of booking;
- Booking must be made at least 15 days in advance;
- The voucher must be presented at the reception upon check-in;
- Valid only outside festive periods.

2. The prize is personal and non-transferable. It cannot be exchanged for any other item, redeemed for cash or bank cheque, or subject to any changes or compensation at the winner's request.

## **Article no. 6**

### **Prize Delivery**

1. The name of the winner will be announced by email at 3:00 p.m. on 23 May 2025.

2. The winner will be contacted by the Pestana Group via email within five working days of the announcement referred to in the previous point, using the email address provided during submission.

3. If the winner cannot be contacted due to incorrect information or for any other reason beyond the control of the Pestana Group, the prize will be transferred to the second-place participant.

4. The prize will be sent by email within a maximum of five working days from the moment the winner is contacted.

5. Prizes are personal and non-transferable. They will not be replaced with alternatives or exchanged for cash. Acceptance of the prize implies the winner's agreement and availability to receive it as awarded.

## **Article no. 7**

### **Personal Data Protection**

1. The Pestana Group adopts best practices in personal data security and protection, in accordance with Regulation (EU) 2016/679 of the European Parliament and European Council (*Parlamento Europeu e do Conselho*), dated 27 April 2016, concerning the protection of natural persons with regard to the processing of personal data and the free movement of such data, as well as applicable national legislation -“Data Protection Legislation” (*“Legislação de Proteção de Dados”*).
  2. The Pestana Group acts as the data controller for the personal data of all participants.
  3. The collection and processing of personal data is based on the participants’ consent, given freely and voluntarily within the context of this promotional initiative, and is intended solely for the purposes of processing, publication, and identification of the winner.
  4. Additionally, if the winner consents, their personal data may be used to publicise, promote, and publish their image as the winner on the internet or by any other means, and to inform them of other initiatives carried out by the Data Controller.
  5. The personal data collected for the purposes of this promotion are: name, phone number and email address. These are necessary for participation and will be processed and stored electronically.
  6. The Data Controller guarantees that personal data will be processed only as necessary to achieve the stated purposes, and will be deleted within 30 days after the winner is determined.
  7. The Data Controller undertakes to ensure the security and protection of personal data, having adopted the necessary technical and organisational measures, including: (i) restricted physical access to locations where data servers are housed; (ii) firewalls; (iii) secure communication via https protocol (where implemented).
  8. The Data Controller ensures that data subjects have, at any time and without undue delay, the right to access their personal data, as well as the right to rectification, erasure, portability, restriction, objection to processing, and/or to withdraw consent at any time, without affecting the lawfulness of processing based on previously given consent.
- To exercise any of these rights, data subjects should send a written request to: [dpo@pestana.com](mailto:dpo@pestana.com)
9. Requests will be handled with special care to ensure that the rights of the data subject are upheld. Proof of identity may be requested to ensure that data is only shared with its rightful owner.
  10. Data subjects may also file a complaint with the National Commission for Data Protection (*Comissão Nacional de Proteção de Dados*), the national supervisory authority for this purpose.
  11. In the context of this promotional initiative, the Data Controller may engage subcontractors to process personal data on its behalf and under its instructions, in compliance with the Data Protection Legislation and subject to the adoption of appropriate technical and organisational measures to protect the data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure, or access, and any other unlawful form of processing.

Whenever necessary for purposes related to the management of this promotional initiative, personal data may be transferred outside the European Union. In such cases, the Data Controller will ensure that such international transfers comply with the terms and conditions permitted under the Data Protection Legislation (*Legislação de Proteção de Dados*).

## **Article no. 8**

### **General Provisions**

1. This initiative will be advertised on the website [www.pestanaportocovobeach.com](http://www.pestanaportocovobeach.com).
2. This regulation will be available on the website [www.pestanaportocovobeach.com](http://www.pestanaportocovobeach.com).
3. If, during the term of this initiative, any illegal or fraudulent activity occurs, or any external event beyond the control of the organising companies affects the proper functioning of the initiative, the Pestana Group reserves the right to amend, shorten, postpone, extend or cancel the initiative. In such cases, participants shall not be entitled to any form of compensation or explanation.
4. The Pestana Group reserves the right to extend the initiative's end date.
5. Participation in this promotional initiative implies full knowledge and acceptance of these terms and conditions by all participants. The Pestana Group reserves the right to reject any participant who does not comply with them.
6. If you have any questions you would like to resolve privately, or wish to send us a suggestion, please contact us by email at: [pestanacostaalentejana@pestana.com](mailto:pestanacostaalentejana@pestana.com).
7. Any fraudulent activity or failure to comply with the rules may result in the participant's total exclusion from the initiative. The Pestana Group reserves the right to take legal action against any breach of these rules if deemed necessary.
8. For technological or non-technological reasons beyond the control of the Pestana Group, and arising from force majeure, the service may become temporarily unavailable.
9. Any unauthorised attempt to breach the information systems or communication networks supporting this initiative will be considered illegal and reported to the appropriate authorities.
10. Any doubts, disputes, or situations not covered by these rules will be settled by the Courts of the District of Lisbon (*Tribunais da Comarca de Lisboa*).
11. If any provision of these rules is deemed unlawful, invalid, void or unenforceable, the remaining provisions unaffected by such invalidity shall remain in full force and effect.
12. Nothing in these terms restricts the statutory rights of participants who may be considered consumers under applicable laws in the Portuguese legal framework.
13. These rules are governed by the laws in force in Portugal.