

RULES

"EDP SURF FOR TOMORROW CHALLENGE"

1. Definitions

- a. The contest is called "EDP Surf For Tomorrow Challenge" and is an initiative organised by **EDP - Energias de Portugal, S.A. (EDP)**, with registered office at Avenida 24 de Julho, 12, Lisbon, with the single legal person and Commercial Registry registration number 500 697 256, with share capital of EUR 3,965,681,012.00 (three thousand nine hundred and sixty-five million, six hundred and eighty-one thousand and twelve euros) in the capacity of Promoter, through which the participants qualify to win an international trip in a prize draw with the EDP Surf For Tomorrow project team, a project run by **EDP** in partnership with ReAct Sports Management, which aims to support the training of promising young surfers and to enable them to prepare themselves to compete on international circuits;
- b. The prize for this contest is a trip to Hawaii in December 2022 for one winner who will train with the project team;
- c. This contest will be 100% digital and will run on the Instagram platform;
- d. The contest will run from 27 July until 9 October 2022*;
- e. The contest is open to surfers from all over the world, between 14 and 18 years old.

2. Contest entry conditions

- a) All those interested in taking part in the contest must complete the following steps to validate their participation:
 1. Follow one of the official **EDP** accounts on Instagram: [@edpoficial](#) or [@energia.edp](#).
 2. Post to your Instagram account, in carousel format, one or more videos of your best waves (either as a single video with a *footage* compilation or on the various cards in the carousel, with a maximum limit of 5)* and a video of yourself saying why you deserve to go on the trip to Hawaii and become the big winner of the EDP Surf for Tomorrow Challenge;
 3. Use the hashtag #EDPSurfForTomorrow in the post.
- b) Participants should be available and have authorisation to travel in December 2022. The authorisation for a minor to leave Portuguese territory must be written, dated and signed by the legally certified holder(s) of parental responsibility and must also confer supervision powers on duly identified third parties who are part of the project team.
- c) The travel authorisation referred to in the previous paragraph is compulsory in cases where the winner is a minor and a Portuguese national or when the winner is a minor foreign resident legally in Portugal and is travelling unaccompanied by both parents. This legally certified authorisation to cover the departure should be issued by the holder of parental responsibility, in accordance with the legislation in force at the time of travel. Where the winner is a foreign national, the winner or their holder of parental responsibility will be responsible for obtaining all authorisations and for taking all necessary steps for them to travel outside the country of origin and to the places indicated in these Rules. In the event

* Sharing images of minors assumes that the user has parental responsibility or has obtained prior authorisation to do so.

that a minor is not allowed to leave the country, if a visa or equivalent required for the journey is not obtained, **EDP** reserves the right to cancel the prize at any time.

- d) By participating, the minor's holder of parental responsibility, or the adult participant, grants **EDP** express, free authorisation for 3 years to use and publish the images on the edp.com website and on the @edpoficial and @energia.edp Instagram profiles, or other **EDP** internal communication channels, for advertising or commercial purposes, without the need to obtain any subsequent consent or authorisation regarding the use made of them. The participant or minor's holder of parental responsibility holder guarantees that they are fully entitled to grant this authorisation and that they will not in future assign, in whole or in part, the rights mentioned herein in a way that prevents them from doing so or that in any way interferes with the authorisation granted here.
- e) **EDP** will not be liable in respect of any third party claims arising out of, or in connection with, the use of images and acts relating to validating participation as described in paragraph 2(a) of these Rules.

3. Winner and prize

- a) The winner will be chosen by an official panel of judges, composed of 6 members from **EDP**, EDP Surf For Tomorrow team, World Surf League, ReAct and professional surfers, according to the following criteria:
- Attitude and commitment;
 - Technical ability
 - Performance
 - Quality and creativity of clip editing
 - Motivation in statement
- b) The contest winner will be announced on 21 October 2022, on **EDP**'s official accounts on Instagram;
- c) The winner will be contacted through the same platform used for entering;
- d) The prize awarded is personal and non-transferable and cannot be redeemed in cash nor exchanged or replaced by other products or services.
- e) The prize includes:
1. Flight to destination;
 2. Return flight to Portugal;
 3. Connecting flights to Portugal where appropriate (flights will be assessed according to the winner's country of origin);
 4. 10 days' accommodation;
 5. Food during the entire trip;
 6. Transport/transfers at the destination;
- f) The prize does not include:
1. Travel-related documentation costs (such as passports and vaccines);
 2. Expenses relating in particular to obtaining authorisations, powers of attorney, where the winner is a minor;
 3. Transport for the winner to/from the airport of original departure and/or final arrival (travel to/from home), meals outside the scope of basic meals, data services/roaming, contracting of video-photographic recording services additional

to those already available, and other non-essential costs for such journeys;

4. Costs incurred by the participants or their holders of parental responsibility to participate in this contest;
5. Travel, food, transport or any other costs for participant's companions

4. Personal Data

- a) Participation in the "EDP Surf For Tomorrow" contest involves the processing of the personal data listed below: name, image and Instagram account, to verify compliance with participation and prize requirements.
- b) The entity responsible for processing these data in this context is **EDP - Energias de Portugal, S.A.**, a company with registered office at Avenida 24 de Julho, 12, 1249-300 Lisbon; email: comunicacao@edp.pt.
- c) Participation in this contest implies the acceptance of these Rules, including authorisation from the participants, or from the child's holder of parental responsibility in the case of a minor participant, for the collection and processing of the data described above and for the purpose detailed above in paragraph 4(a) of these Rules.
- d) The personal data may be published on edp.com and on the *@edpoficial* Instagram profile for the sole purpose of announcing the winner of the contest, and may be actively used for a period of three (3) years, without prejudice to **EDP** being able to keep them beyond the period for the fulfilment of legal obligations or for the purposes of the company's historical archive by applying, in the latter case, appropriate technical and organisational measures.
- e) Data subjects may, at any time, exercise their rights of access, rectification, erasure and objection, restriction of processing and portability of their data. To exercise these rights, data subjects should submit their request in writing to the data controller by email at comunicacao@edp.pt or by registered letter to the postal address (Avenida 24 de Julho, 12, 1249-300 Lisbon).
- f) In the context of this contest, if you believe **EDP** either has or may have violated your rights under the applicable data protection legislation, you may lodge a complaint with the Portuguese Data Protection Commission.
- g) For any matter relating to this information, the user may also contact the **EDP** Data Protection Officer (DPO) by email at dpo.pt@edp.com.

5. General Conditions

- a) Participation in this contest requires having a public Instagram account.
- b) Only individual entries will be allowed; accounts/profiles of corporate entities will not be allowed to participate.
- c) Participation is free of charge; there are no costs to participate.
- d) Participants should read and accept the **EDP** Code of Ethics, available at edp.com
- e) **EDP** reserves the right to terminate or alter the conditions of the contest at any time in order to maintain the understanding and/or smooth functioning of the campaign given the number of prizes available;
- f) The date of travel, although scheduled for December 2022, may change due to the dependence on competitive calendars, but it is always expected to be in the period between the last quarter of 2022 and the first quarter of 2023;

- g) The travel includes the duration and basic costs for approximately 10 days; Included are the costs that guarantee full compliance with each training camp. Such as: air tickets, visas, surfboard transport, local taxes (a reality in the Mentawai Islands), accommodation, food, (basic and essential meals), transport hire, travel insurance and other essential costs;
- h) The contest in question is based on the individual merit and creativity of each participant, and is thus not covered as an Advertising Contest, as authorised by the General Secretariat of the Ministry of Internal Administration (MAI);
- i) **EDP** reserves the right to interpret and make final decisions on any questions that may arise about the rules applicable to this contest;
- j) Any questions should be asked by email to comunicacao@edp.pt.

6. Acceptance of the Rules

Participation in this contest is conditional on full acceptance of these Rules.

7. Breach of Contest Rules

- a) Any participant who acts in bad faith and participates in the contest using false information, or mentions other brands, logos or names of other institutions, will be automatically excluded and the respective prizes cancelled. Any fraudulent participation will be notified to the competent authorities and may lead to legal proceedings;
- b) Any improper or unlawful actions designed to obtain a competitive advantage during this contest will be deemed fraudulent and result in the automatic cancellation of the prize awarded, as defined in these rules, without prejudice to the application of other legal penalties and compensation that may be due;
- c) Any participant under the age of 18 who has not obtained prior authorisation from their holders of parental responsibility to participate in the contest will be automatically excluded and the award of the respective prizes cancelled.
- d) Any winner under the age of 18 who has not obtained prior authorisation from their holders of parental responsibility to leave the national territory, and all necessary documentation (passport and visa for entry into the United States of America) by 19/10/2022, will be automatically excluded and the award of the respective prizes cancelled.
- e) Participants who do not have an Instagram profile are excluded.
- f) Entries not including the hashtag #EDPSurfForTomorrow in the post will not be counted.

8. Miscellaneous Provisions

- a) Participation in this contest necessarily implies acceptance of all the conditions laid down in these regulations;
- b) **EDP** reserves the right to modify, suspend or cancel this contest in the event of force majeure, without any compensation to the participants. Force majeure includes war (declared or not), turmoil, civil insurrection, epidemics, pandemics, natural disasters, fires, floods, explosions, government decisions, guidelines from the Directorate-General for Health, acts of terrorism, or other situations beyond the control of the Parties;
- c) If the Instagram platform is unavailable, the participant agrees to waive any claim for damages or loss arising from their participation;

- d) Any unauthorised attempt to enter the contest's computer or supporting communications systems will be deemed unlawful and reported to the competent authorities for further action;
- e) In the event of a situation not provided for in these rules, **EDP** will interpret it in accordance with the regulations laid down in these rules, reserving the right to make any modification to this contest, and to extend it, cancel it or suspend it without any prior notice, should any force majeure event arise;
- f) **EDP** will not be liable for any human or technical error that may occur during the contest which does not result in intentional or grossly negligent behaviour and it will be relieved of any resulting liability;
- g) None of the entities involved in this contest will be held liable for any failure to comply with this contest or for undue compliance with it if such non-compliance or undue compliance is due to facts or circumstances outside the control or domain of the parties. Such circumstances include disruptions to telecommunications platforms and access to them, computer errors, computer failures and/or energy fluctuations, state of war, serious public disorder, serious accidents at the premises or to the equipment of either party, earthquakes, explosions, fires, floods, sabotage, strikes not called by either of the parties, and/or orders issued by any legal or administrative authority;
- h) Entries to the contest should be made by the end user, such that entries using computer systems, images of third parties or robots will not be considered.
- i) To the maximum extent permitted by law, **EDP** and its employees/promoters will not be liable for accidents, health problems, or for physical, mental or material damage that the winner of the prize may, directly or indirectly, cause or suffer when using the prize, or as a consequence of it.
- j) it is the responsibility of the winner or the holder of parental responsibility to ensure that the winner has the physical capacities and state of health necessary for the normal use of the prize as well as that they comply with the basic safety standards indicated by the instructors and project team.
- l) any matter relating to this contest, its contents or any other matter relating to it is governed by Portuguese law. Participants accept that any disputes relating to these rules will be decided in the exclusive jurisdiction of the Lisbon district courts.

*Entry deadline initially communicated has been extended from September 9th to October 9th and the winner announcement date has been changed to October 21st.

Lisbon, 6 September 2022