



## EDP PORTO MARATHONS GIVEAWAY OFFICIAL RULES

### 1. CONTEST

1.1. These terms and conditions (hereinafter referred to as “T&C”) establish the rules for participation and awarding of prizes within the scope of the contest **“EDP Porto Marathons Giveaway”**, based on skill and merit, to be carried out exclusively online, on Instagram, on EDP’s @edp.global page in collaboration with the page @edp.pt – EDP S.A., hereinafter referred to as “Contest”.

1.2. The Contest is sponsored by EDP, S.A., a company headquartered at Avenida 24 de Julho, 12, 1249-300 Lisbon, Portugal, with unique registration number 500 697 256 issued by Conservatória do Registo Comercial, with public capital € 4,184,021,624.00 (hereinafter referred to as “EDP” or “Promoter”).

1.3. The Contest is promoted through EDP's global profile on Instagram, identified by the username @edp.global (<https://www.instagram.com/edp.global/>) in collaboration with the EDP’s Portugal profile on Instagram, identified by the username @edp.pt (<https://www.instagram.com/edp.pt/>).

### 2. ELIGIBILITY

2.1. The Contest is open only to persons who are 18 (eighteen) years of age or older, with a valid profile on Instagram (“Participants”). Participants whose identification details are inaccurate or whose identification documents are not in force at the time of the start of the Contest will not be eligible.

2.2. Administrators and employees (regardless of the type of legal relationship) of the company promoting the Competition or any entities belonging to the EDP group are not eligible to participate in the Contest.

### 3. PURPOSE AND PERIOD

3.1. The purpose of the Contest is to award a total of 30 (thirty) race entries for participation in the following races: **“EDP Porto Marathon,” “EDP Family Race”** and **“EDP 6k”** specifically:



- a. 10 race entries for the “EDP Porto Marathon”;
- b. 10 race entries for the “EDP Family Race”;
- c. 10 race entries for the “EDP 6k.”

3.2. The Contest will begin at 12:00 PM on 11/10/2024 and will end at 11:59 PM on 15/10/2024 (Porto).

3.3. The Contest winners will be announced in a comment on the Contest announcement post on 17/10/2024.

#### 4. RULES

4.1. For a participation to be considered valid, each Participant must comply with the following procedures:

- i) Hold a valid profile on the Instagram;
- ii) Follow EDP’s global Instagram account, identified by the username @edp.global;
- iii) Like the Contest announcement post;
- iv) Comment, within the period referred in 3.2., indicating which race they’re applying for (EDP Maratona do Porto, Family Race, or EDP 6K) and mention their favorite spot in Porto to connect with nature.

4.2. For the purpose of evaluating the entries and selecting the winning Participants, only one comment per Participant will be considered.

4.3. Entries that do not fully comply with the terms and conditions of the Contest, provided by this document, will not be considered.

4.4. In the event of any breach of these terms and conditions or any indication of fraudulent or undue participation, the Promoter reserves the right to disqualify the Participant in question.

4.5. Participation in the Contest under terms contrary to the Law or that are likely to harm the legally protected rights or interests of the Promoter and/or third parties, including intellectual property rights, is prohibited, as well as under terms that violate or in any way harm the honor, dignity, image, privacy, religious beliefs, ideologies or any other legally recognized right.



4.6. The Promoter may also not consider entries in the Contest that call into question the “EDP” brand or any other brand or distinctive sign owned by the Promoter or related companies.

4.7. Whenever requested by the Promoter, and within the period set for the purpose of the Contest, Participants may be called upon to prove that they meet the conditions for participation in the Contest, under penalty of disqualification and non-attribution of any prizes that may have been awarded to them.

## 5. PRIZES

5.1. Thirty race entries for the Porto marathons: 10 race entries for the “**EDP Porto Marathon**”; 10 race entries for the “**EDP Family Race**” and 10 race entries for the “**EDP 6k**”.

5.2. Prizes awarded are not redeemable for cash and cannot, under any circumstances, be exchanged for any other prize.

5.3 If it is not possible to grant said prize, EDP reserves the right to replace it with an equivalent prize at EDP’s discretion.

## 6. SELECTION AND NOTIFICATION OF WINNERS

6.1. Thirty participants will be selected as winners, who meet all the conditions for participation, with the most original and creative comment according to the evaluation of a jury composed of three EDP employees.

Winning participants will be chosen on their merit and skill, based exclusively on the jury’s discretionary selection of the best sentences, with the following evaluation criteria:

- creativity;
- originality; and
- suitability for the theme/topic of the Contest.

6.2. The winning participants will be announced in a comment on the Contest announcement post on 17/10/2024.

6.3. The Promoter will contact the winner Participant, by private message by Instagram account “@edp.global”, until 17/10/2024, requesting the necessary information: name and contact for the delivery of the prize.

6.4. In the absence of a response from a winning Participant to the private message requesting personal data, for a period of 2 (two) days after sending the message, the Promoter reserves the right to disqualify the entry.



6.5. The Promoter reserves the right not to select winners, in whole or in part, and/or not to award prizes, if entries to the Contest do not comply with the terms and conditions.

6.6. The delivery of physical race entries to the winners Participants will be done on the EDP Porto marathons.

- a. The winner Participant will be contacted by @edp.global with the necessary information to collect the surfboard.
- b. The collection of the race entries must be carried out until 02/11/2024 at the EDP stand at Porto Marathons.

6.7. EDP shall not be liable for any damages or losses resulting from the award, acceptance, enjoyment, use, rejection and/or loss of the benefits awarded under this Contest. No compensation will be given to winners if they do not collect the race entries awarded as a prize.

## 7. PERSONAL DATA

7.1. Participation in the Contest implies the processing of the personal data set out below: name, phone number, tax identification number, e-mail address, gender and Instagram account username and profile image to verify compliance with the requirements for participation and awarding of prizes.

7.2. The entity responsible for processing data acting as the controller is EDP, S.A., a company headquartered at Avenida 24 de Julho, n.º 12, 1249-300 Lisboa; email: [comunicacao@edp.pt](mailto:comunicacao@edp.pt).

7.3. The processing of personal data identified above is necessary to manage the Contest, select the winner and grant them the prize based on the performance of a contract (e.g. the acceptance of these rules).

7.4. In the context of the Contest, certain personal data is required for race registration and participation. For this purpose, **Maratona Club Portugal**, headquartered at Avenida João de Freitas Branco, n.º 10, Laveiras, Caxias, is the data controller. EDP has no role in defining the methods and purposes of processing and does not act as a joint controller. In this case, EDP will collect personal data via Instagram and, acting as a subcontractor, provide it to **Maratona Club Portugal** for the registration of the Contest winners.

7.5. The personal data "gender" is processed to assign the appropriate race entry.



7.6. If the personal data provided belongs to a third party, the Participant guarantees that they have informed the third party of the conditions set out in this document and obtained their consent to share their data with EDP for the stated purpose.

7.7. EDP will not retain the personal data, which will be handed over to **Maratona Club Portugal**. If a Participant is not selected as a winner, their data will be deleted.

7.8. Data subjects may, at any time, exercise their rights of access, rectification, opposition or deletion limitation and portability by sending their request, in writing, to the e-mail address [comunicacao@edp.pt](mailto:comunicacao@edp.pt) or by registered letter to the postal address (Avenida 24 de Julho, n.º 12, 1249-300 Lisboa).

7.9. Within the scope of this Contest, if you consider that EDP has violated or may have violated your rights under the terms of the applicable legislation on data protection, you may file a complaint with Comissão Nacional da Protecção de Dados (CNPd).

7.10. For any question related to this information, the user may also contact EDP's data protection officer (DPO), via the email address - [dpo.pt@edp.com](mailto:dpo.pt@edp.com).

7.11. EDP is not responsible for the terms and conditions under which Instagram processes the personal data made available through the social network. EDP and Instagram are independent controllers, hence Participants are advised to read the applicable privacy policy before enrolling in the Contest.

## 8. CONTEST RULES

8.1. Any Participant who acts in bad faith, participates in the **“Giveaway Porto marathons”** Contest using false information, providing false information, or who undermines the Contest in any way, will be automatically excluded and the award of the respective prize cancelled. Entries considered to be fraudulent will be communicated to the competent authorities for the purposes considered to be legally appropriate.

8.2. Any and all illicit and illegal action to obtain any competitive advantage during this Contest will be considered fraudulent and automatically implies the annulment of the offer's attribution, as well as the reimbursement to EDP of the respective value, non excluding the application of other sanctions provided for by law and the compensation that may apply.

8.3. Participants assume full responsibility for the payment of any compensation arising from any infringement of the intellectual property rights of third parties arising from their participation in the Contest.



## 9. MISCELLANEOUS PROVISIONS

9.1. Participation in the Contest necessarily implies full and unreserved acceptance of all terms and conditions set forth in this document.

9.2. Any questions or doubts regarding the Contest should be addressed by private message to EDP's profile on Instagram (@edp.global), accessible at <https://www.instagram.com/edp.global/>.

9.3. EDP at its discretionary choice reserves the right to change, suspend or cancel the Contest, without the Participants being entitled to any compensation.

9.4. The Promoter also reserves the right to, at any time, change these terms and conditions, without prior notice, making the change effective and enforceable from the date of its publication and disclosure in the Contest post, on Instagram (@edp.global), accessible at <https://www.instagram.com/edp.global/>

9.5. Participants hereby waive any compensation for damages or losses arising from their participation in the Contest, in the event of unavailability of access to Instagram or to EDP's profile on Instagram (@edp.global), accessible at <https://www.instagram.com/edp.global/>.

9.6. This Contest is not sponsored, endorsed, managed or associated in any way to Instagram, therefore Participants release Instagram from any liability associated with their participation.

9.7. Any unauthorized attempt to invade the Contest computer systems or support communications will be considered illegal and reported to the competent authorities for the due effects.

9.8. EDP reserves the right to take a binding decision on any and all issues that may be raised within the scope of this Contest, in particular, but not limited to those involving the clarification of the rules applicable to it.

9.9. In the event of a situation not foreseen in these terms and conditions, the Contest Promoter will interpret it in accordance with the rules contained in this document or, in its omission, based on the applicable general rules and with recourse to equity, reserving the right to make any changes to the respective terms and conditions or the realization of this Contest, canceling it, extending it or suspending it without any prior notice, without the Participants being entitled to any compensation.

9.10. EDP will not be responsible for any error, human or technical, that may occur during the Contest, which does not result from deceit or negligence, the Participants in the Contest accepting that it is exonerated from any liability arising therefrom.



9.11. Participants exempt EDP from any liability and shall hold EDP harmless from any claims that may arise as a result of any damages and/or losses that may be caused, in particular, by any activity that he/she may carry out, namely, and without limitation, by the participation in this Contest and/or for the enjoyment of the prizes.

9.12. None of the entities involved in this Contest can be held responsible for non-compliance or defective compliance with the same if such non-compliance or defective compliance arises from facts or circumstances that are not under the control or domain of the parties (force majeure), namely disruptions in telecommunications platforms and access to them, computer errors, power outages and/or fluctuations, state of war, serious alteration of public order, serious accident on the premises or with equipment of either party, earthquakes, explosions, fires, floods, sabotage, strikes not called by the parties and/or orders issued by any judicial or administrative authority, and EDP shall not, as a result, assume any consideration, compensation and/or indemnity whatsoever for these or any other reasons.

9.13. This Regulation is governed by Portuguese law. Any questions that arise regarding the interpretation, validity or execution of these terms and conditions, which cannot be resolved consensually between the Parties, will be submitted to the Judicial Court of the District of Lisbon, with express waiver of any other.