

LEGAL BASES OF THE PROGRAM "Pulse Experiences"

1. ORGANIZER AND BRANDS OBJECT OF THE PROGRAM

These terms and conditions regulate the "Pulse Experiences" Program, carried out by Aubay Portugal (hereinafter, the "") domiciled at Av. Duque de Ávila 46, 1050-083 Lisboa and with VAT number 510830536, and managed by TLC Marketing Worldwide Portugal, LDA, with registered office at Av. D. João II, Edifício D. João II, 46, 6.º A, 1990-095 Lisboa, with share capital of 105. 250.00 Euros (one hundred and five thousand, two hundred and fifty euros), registered at the Commercial Registry Office of Lisbon, under the single registration and legal person number 508.564.204 (hereinafter referred to as TLC Worldwide or as the Managing Entity) organizes the "Pulse Experiences" program to promote a set of experiences (hereinafter referred to as the "Program") aimed at its employees.

2. GEOGRAPHICAL SCOPE OF THE PROGRAM

The Program will take place throughout Portugal.

3. ELIGIBILITY TO PARTICIPATE

All Aubay employees who meet all the requirements set out in these legal bases may participate in the program. For these purposes, an employee is defined as a natural person who has an employment relationship with the organizing entity (hereinafter, the "Participant" or "Participants").

4. DURATION

The program period is the period for which customers may participate, which will be from 00:00 on 01/09/2023 until 31/03/2024 or until the available opportunities run out, both inclusive (hereinafter, the "program period").

The participation period is the period for which customers can participate by submitting the access code and which will be monthly (hereinafter, the "participation period").

Any entries received before or after the applicable Participation Period will be considered invalid and will not be entered into the Program.

Once participation in the program has been successfully registered, the period for taking advantage of the offers will be from 01/09/2023 at 00:00 until 30/06/2024 (hereinafter, the period of enjoyment).

5. PROGRAM PRODUCTS

The program is aimed at Aubay employees duly identified by the organizer.

6. PROGRAM MECHANICS:

To participate, you must follow these steps:

1. Register, during the promotional period, at www.programa.pulsebyaubay.com by filling in the registration form and providing the following information:
 - Name
 - Email address
 - Telephone contact
 - Password
2. Insert the code that you received in your email to have access to the program.
3. For each monthly code you enter, you will have access to 2 experiences of your choice and, if you are one of the first 100 to enter the platform each month, you will have the opportunity to choose an institution to donate 10 euros to.
4. After downloading the voucher, the employee will have until June 30, 2024, to book the chosen experience with the partner, as described on the voucher corresponding to the offer selected by the customer.

7. GIFT

Aubay employees will receive a code in their email that will give them access to a set of experiences to choose from on the www.programa.pulsebyaubay.com platform (hereinafter, the "offer" or "offer code").

- 2 monthly offers to choose from in the following categories:
 - Sports activities
 - Children's activities
 - Nature activities
 - Hotels
 - Restaurants
 - Beauty sessions
 - Zen sessions
 - The Mindfulness App
- And two special categories:
 - Family Activities - with offers available at Christmas time.
 - Social Responsibility - if you are one of the first 100 to log in, you have the opportunity to choose an institution to donate 10 euros to.

7.1 How to redeem offers

Once the participant has received the offer code in accordance with section 6 above, and during the enjoyment period, they must follow the steps below to redeem it and enjoy their offer.

1. Access the platform via www.programa.pulsebyaubay.com
2. Create an account if you don't have one and enter the offer code* in the designated place.

3. Choose the 2 (two) offers from the options we have for you.
4. Request the reservation from the selected establishment at least two (2) weeks in advance following the instructions provided in the offer description, or failing that, by contacting the collaborating establishment directly by telephone and/or e-mail published next to the selected offer.
5. Download the voucher associated with the selected offer.
6. Go to the establishment** on the agreed day and time and present the printed booking voucher together with an official identification document (ID card or passport).

*The offer code must be entered monthly, i.e., any offer code received on the 1st of each month must be entered into the system in the same month. Offer codes from previous months are not accepted.

Likewise, an employee who has not received the code in a month will no longer be able to access the site, even if they have unused experiences.

**Except for online experiences, where the instructions provided by the collaborating establishment and/or the instructions provided in the offer description must be followed to access the experience.

Participants will be able to access the www.programa.pulsebyaubay.com platform as many times as they wish to consult the experiences available during their period of use. The credit on their account will only be cancelled when the participant redeems it in full or after 30/06/2024, whichever comes first.

7.2 Conditions for using the offers

1. The right to take advantage of the promotional offers and/or experiences referred to in point 7) depends on verification of the provisions of these regulations, as well as compliance with the procedures set out, particularly in point 6. Otherwise, the customer will not be able to take advantage of the promotional offer and/or experience:
 - 1.1. if the Participant does not receive the voucher in the e-mail, it means that the offer and/or experience has not been awarded to him/her. If the beneficiary wishes to obtain more information, please contact the program hotline.
 - 1.2. It is understood that a Participant is defined as a single natural person. Consequently, we will not consider any use of different e-mail addresses for the same person.
 - 1.3. If proof of any information related to the program is required, TLC Worldwide reserves the right to request data from the participant for the sole purpose of validating participation. The data must be sent within a maximum of 5 calendar days, after which the participation will be considered invalid and will not be processed.

Access, use and enjoyment of the www.programa.pulsebyaubay.com platform is intended solely and exclusively for Aubay employees.

The offer must be used without exception within the period of use, i.e., before 30/06/2024, by making the reservation with the collaborating establishment at least 2 (two) weeks in advance following the instructions detailed next to the offer, or failing that, by contacting the collaborating center directly via the contact form published next to the selected offer.

Use of the offers is subject to acceptance of and compliance with the general terms and conditions available at www.programa.pulsebyaubay.com and the specific terms and conditions of each collaborating establishment.

Both offer codes and booking vouchers are personal and non-transferable and can only be used once (1) by the winner. The booking holder's details must match those on the registration form at www.programa.pulsebyaubay.com. Once you have received the voucher, you must book the experience with the partner.

Once the booking voucher has been downloaded, it cannot be cancelled or modified.

The offer of experiences and establishments collaborating in this program is subject to possible periodic modifications throughout the period of enjoyment. Participants should consult the updated list of collaborating establishments and the description of the offer on the www.programa.pulsebyaubay.com platform when making their booking and downloading their booking voucher.

If the participant does not show up at the collaborating establishment on the agreed day and time of the booking, the experience will be considered to have been enjoyed and the participant will lose the right to enjoy the experience and to receive any kind of compensation for this reason.

Torn, scratched, manipulated, damaged or photocopied vouchers will not be accepted. Only the presentation and delivery of the original booking voucher to the collaborating establishment, which will be able to verify its authenticity, is valid.

Any voucher issued on the programa.pulsebyaubay.com platform will lose its validity on 30/06/2024, so the credit and offers cannot be used afterwards.

8. FREE NATURE OF THE PROGRAM

The program is free and does not imply any additional payment to obtain the offer.

The costs of calls, telephone messages, emails, postal mail, faxes, any other communication or sending of documentation that the participant must carry out in accordance with the provisions of these terms and conditions shall be borne by the participant, however, said communications shall in no case entail additional costs for the Management Company.

9. COMMUNICATION OF THE PROGRAM

This program will be communicated through the program website and regular communications to employees.

10. GENERAL CONDITIONS

The consumer receives a unique, non-transferable participation code. This code is to be used monthly, i.e., a code received in a month must be entered in the same month.

To guarantee the veracity of participation, the Management Company may ask the participant for an official document proving their identity.

Participants must receive the gift in the form indicated, without in any case being able to exchange it for the receipt in cash of its economic value.

The Management Company reserves the right to replace the offer and prize with an alternative of equal or greater value if circumstances beyond the Management Company's control so require. This includes, for example, an outbreak of COVID-19, as well as any disease that may arise, which may lead to the postponement, modification, or reorganization of the prize. If the prizes cannot be fulfilled, the Organizer reserves the right to ask the winner to choose an alternative prize within the same level group that can be fulfilled within the rules, regulations, or government guidelines applicable to COVID-19.

Offers and prizes may not be sold, assigned, transferred, or exchanged, nor will they be redeemed for any other form of compensation. If for any reason the prize is not available, the Management Company reserves the right to exchange the prize, at its sole discretion, for an equivalent prize of equal or greater value. The Management Company reserves the right to take legal action against anyone who commits any type of act that could be considered manipulation, abuse or falsification of participation.

11. DISQUALIFICATION OF PARTICIPATIONS

Participations which do not comply, or comply irregularly, with the mechanical steps mentioned in section 7.1 above and, in general, which do not meet the requirements and conditions mentioned in these terms and conditions, will be invalidated. In such cases, the participant will lose the right to take advantage of the offer and/or any type of compensation.

Participations received after the deadlines set out in these terms and conditions will be invalidated.

The Management Company reserves the right to adopt all appropriate measures to prevent any conduct suspected of having the purpose or effect of attempting to defraud this program or violate its rules or to the detriment of other participants, the first and immediate consequence of which shall be the exclusion of the participant and the loss of all rights to the prize they may have obtained.

Likewise, the Management Company reserves the right to exclude participants who contribute or publish material that contains viruses, worms or any other computer code aimed at or capable of damaging, interfering with, intercepting, or violating the security of any system, information, or data, as well as when the personal data provided is incorrect or false. The Management Company reserves the right to invalidate, expel, eliminate, or not consider in the calculation profiles that it deems suspicious of any attempt at fraudulent participation. Likewise, Aubay reserves the right to take any legal action it deems appropriate.

12. CONTACT

To resolve any doubt, complaint, or incident in the process of participating in the program, the participant may contact the exclusive Consumer Support Department for the program through the following channels:

- Sending an e-mail to pulsebyaubay@tlcrewards.com
- Calling 308 811 879

Customer service will be available on the following days and at the following times:

- Monday to Friday from 09:00 to 13:00 and from 14:00 to 18:00.
- No service: Weekends, national holidays, and Lisbon holidays.

Working days are Monday to Friday, excluding weekends, national holidays, and local holidays in the city of Lisbon and its autonomous community.

13. LIABILITY

Any gift code in the participant's possession or sent to him/her will be considered the bearer's title. Their loss, theft or damage that renders them unusable or illegible will not entitle them to replacement, and the Management Company will not be liable for them.

All distribution companies or establishments where promotional products are sold are totally unrelated to this program. Therefore, the consumer waives any responsibility for it.

The Management Company is exempt from any liability in the event of possible incidents generated by the participant's failure to comply with the booking procedure established in these legal bases. Furthermore, the Management Company excludes any liability for damages of any nature whatsoever which, despite the security measures adopted, may arise from the improper use of services and contents by users and although not exclusively, for damages which may be due to the impersonation of a third party carried out by a user.

The Management Company shall not be held liable for interruptions or failures on the Internet, cable network, electronic communications networks, software, or hardware failures or for possible errors in the input and/or processing of responses, deliveries, or personal data. In the event of problems or incidents of this kind, Aubay will do everything in its power to correct them as quickly as possible but cannot assume any liability in this regard.

It will be the responsibility of potential participants to correctly provide their data to the Management Company and the latter will not be held responsible for claims for prizes that cannot be delivered because they have provided incorrect or incomplete data.

If the Program cannot be carried out as planned due, among other reasons, to alteration, unauthorized intervention, fraud, technical failure or any other cause beyond the control of the Organizer (for example: mobility restrictions derived from COVID-19) that impairs or affects the administration, security or good performance of this Program, the Organizer reserves the right to cancel, modify or suspend the Program at any time, upon prior notice through the corresponding channels, as well as to disqualify any person who alters the participation process or does not comply with these Legal Bases. A Empresa Gestora, suas agências e empresas associadas não serão responsáveis por qualquer perda (incluindo, mas não limitado, a perdas indiretas, especiais ou consequentes ou lucros cessantes), despesas ou danos incorridos ou causados (decorrente ou não de negligência de qualquer pessoa) em conexão com este Programa ou a aceitação ou uso da Oferta e Premio, exceto por qualquer responsabilidade que não possa ser excluída por lei.

14. PROTECTION OF PERSONAL DATA

The participating consumer authorizes and consents to their personal data being processed and incorporated into a file whose controller is TLC Worldwide which, together with those in charge of processing such personal data, will use it to:

(i) Manage this Program (which includes, among other things, verification of participation, contact with the winners and delivery of the corresponding offer) and respond to any question and/or incident related to the Program.

Once the Program has ended, the personal data collected for the mentioned purposes will be deleted within a maximum period of 6 months, unless an incident occurs, in which case the personal data of the participants affected by the incident will be kept until the incident is concluded and resolved correctly.

(ii) In addition, if the participant has checked the box in which they consent to receive future communications from Santander, their data will be processed to manage the delivery of personalized

digital content and commercial communications on news, information, surveys, promotions, and events through various electronic means.

The processing of data for sending commercial communications and personalized digital content will end when the participant revokes the consent given at the beginning of the relationship. From that moment on, the data will be kept blocked for two years and, once this period has elapsed, will be permanently destroyed.

The participant also authorizes and consents to their data being processed by the agency TLC Worldwide, LDA, to manage the communication and delivery of prizes, among other aspects related to the promotion, as data processors.

The participant guarantees that all personal data provided is true.

The personal data provided will be processed in accordance with the General Data Protection Regulation (EU) 2016/679, Organic Law 3/2018, of December 5, on the Protection of Personal Data (LOPD) and other applicable data protection regulations.

Personal data subjects may exercise their rights of access, rectification, erasure, objection, restriction of processing and portability of their data by filling in: TLC Worldwide form for more information on TLC Worldwide's Privacy and Cookies Policy, you can consult it at the following www.programa.puly. In the event of any discrepancy between the TLC Worldwide Privacy and Cookies Policy and these Terms and Conditions, the provisions of the Terms and Conditions shall prevail.

15. MODIFICATIONS

The Management Company reserves the right to make changes to the mechanics or operation of this Program at any time and/or terminate it early if necessary for cause, without any liability arising therefrom. However, these changes will be duly communicated through the means used to carry out the Program. The Management Company will do its utmost to prevent any change from disadvantaging some Participants over others.

The Management Company reserves the right to make changes that result in the successful completion of the Program when there is just cause or reasons of force majeure that prevent it from being completed in the manner prescribed by these legal bases.

16. SAVE CLAUSE

All the clauses or extremes of these legal bases must be interpreted independently and autonomously, and the remaining stipulations will not be affected if one of them is declared null and void by a final and unappealable court decision.

The Organizer shall replace the affected clause or clauses with another or others that have the effects corresponding to the purposes pursued by the parties in these legal bases.

If there is a conflict between these legal bases and those of any promotional material, these legal bases shall prevail.

17. ACCEPTANCE OF THESE TERMS AND CONDITIONS

Participation in the program implies express and unreserved acceptance of these legal bases, which will be available to any interested party on the promotional website.

18. APPLICABLE LAW AND JURISDICTION

The interpretation and fulfilment of these rules shall be governed by Portuguese law.

Any dispute arising from the interpretation or compliance with these rules shall be submitted to the Courts and Tribunals of the city of Lisbon, expressly waiving any other jurisdiction that may be applicable, except that, in the case of disputes with consumers, the Judge or Court corresponding to the consumer's domicile is another.