

“Italo Più” REWARD RULES
V EDITION - Years 2024-2026
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1. Promoter Company and Subject of the Initiative
2. Prerequisites for participation in the Initiative - Local Scope
3. Description of the Initiative
4. Duration
5. How to join the Initiative
 - 5.1 Collecting points and promotions
 - 5.2 Validity of Reward Points and Cancellation of Points due to inactivity
 - 5.3 Use of points and requesting Rewards
 - 5.4 Total Reward value
6. Withdrawal from the Initiative
7. Exclusion from the Initiative
8. Transfer of the Initiative
9. Changes/Upgrades
10. Applicable Law and Jurisdiction
11. Assistance and information relating to the Reward Initiative

Annex A - Partners

Annex B - Rewards

(updates in bold)

ART. 1 - PROMOTING COMPANY AND SUBJECT OF THE INITIATIVE

The company Italo - Nuovo Trasporto Viaggiatori S.p.A. with its offices in Rome, Via Casilina no. 1, VAT Number 09247981005 (hereafter also the “Promoter Company” or “ITALO”) arranged the promotional initiative called “Italo Più” - V Edition - 2024-2026 (hereafter the “Initiative”).

The Initiative takes place in compliance with Presidential Decree no. 430 of 26 October 2001.

The Regulation of the Reward Initiative called “Italo Più” - V Edition - 2024-2026 (hereafter the “Regulation”) regulates the means of participating in and undertaking the Initiative.

Also, the “Regulation of the Italo Più Loyalty Program” must be considered an integral part of this Regulation.

The Promoter Company reserves the right to change, also partly and at any time, the means of participating in and using the Initiative, without prejudice to the rights acquired by Participants, in compliance with the parity of treatment of the same.

For any further information regarding the Initiative and/or the Regulation and for the most up to date version of the same, it is possible to consult the Italo Più section of the website www.italotreno.com (hereafter the “Website”) or, alternatively, against payment, call the ITALO Contact Centre (hereafter, the “Contact Centre”) at the number 89.20.20.

¹The costs of using the Contact Center service are indicated on the website in the “Support” section and upon response from the operator.

ART. 2 - REQUIREMENTS FOR PARTICIPATING IN THE INITIATIVE - TERRITORIAL SCOPE

Participation in the Initiative is free and is reserved to everyone (hereafter the “Participants”), who:

- have reached the age of eighteen at the time of registering in the Initiative;
- are registered in the “Italo Più Loyalty Program” (hereafter the “Program”).

For information on the requirements to participate in the Program, on the Tiers and on Loyalty Cards, reference should be made to the “Regulation of the Italo Più Loyalty Program” which can be consulted on the Website. In order to be able to participate in the Initiative, each Participant is required to accept this Regulation.

ART. 3 - DESCRIPTION OF THE INITIATIVE

The Initiative is an advertising campaign which envisages the offer of rewards (hereafter “Rewards”) to all the Participants who buy, in accordance with the means indicated in Article 5 below:

- tickets to travel on Italo high speed trains on the routes served by it (hereafter “Italo Tickets”);
- on ITALO sale channels, other additional services indicated on the Website (hereafter “Other Services”);
- goods and/or services provided by ITALO’s commercial partners, indicated on the Website (hereafter the “Partners”).

Any further means of assigning Rewards will be communicated to Participants through the Website or direct communications.

ART. 4 - DURATION

The Initiative will last from April 29, 2024 to April 28, 2026, without prejudice to extensions which will be promptly communicated. All accredited Points that are not used by the aforementioned date of April 28, 2026 will be cancelled. The Participant registered in the Program regularly and by right takes part in any subsequent edition of the Initiative, without prejudice to their right to withdraw.

ART. 5 - HOW TO JOIN THE INITIATIVE

Here below are the procedures and the instructions on how to participate in the Initiative and, in particular:

- (5.1) collection of Points and promotions;
- (5.2) validity of Reward Points and Cancellation of Points due to inactivity;
- (5.3) use of Points and claiming Rewards;
- (5.4) total Reward value.

ART. 5.1 COLLECTING POINTS AND PROMOTIONS

The Participant can start to collect Points only after being regularly enrolled in the Program; therefore, enrolling in the Initiative is necessarily subordinate to registering in the Program.

To be able to collect Points, each Participant must indicate their Italo Più Code (i.e. the personal identifier code provided on registering on the Program) whenever they buy:

- an Italo ticket;
- Other Services;
- goods and/or services provided by Partners.

Points earned on the basis of the following parameters:

- i) **QUALIFYING POINTS:** for every euro (€ 1.00), including VAT, spent for the purchase of Italo AV tickets, a Qualifying Point will be recognized to the Participant;
- ii) **REWARD POINTS:** for every euro (€ 1.00), including VAT, spent for the purchase of Italo AV tickets as well as for Other Services, a Reward Point will be recognized to the Participant.

Reward Points can be used to request rewards available in the Rewards Catalogue.

Each Participant must always check that on the Italo ticket and/or on the receipt for the purchase of goods and/or services of Partners their Italo Più Code is indicated. In the case of failure to input, within the aforementioned terms, the Italo Più Code, the Points will not be accredited to the Participant. Unless otherwise indicated, Points cannot be sold or transferred on accounts other than the person's own account (hereafter the "Account").

Points cannot be converted into cash but can be used solely for the purposes indicated in the Regulation.

The Participant who has correctly provided their Italo Più Code within the aforementioned terms must be the same person who will use, depending on the situation, the Italo ticket, or the goods and/or services acquired from Partners, or Other Services.

Should at the expiry of the Initiative the Points collected not be sufficient to request any Reward, the Participant will have nothing to claim from ITALO, nor will they be entitled to any cash amount for the Points collected and unused.

Exclusions:

The following do not lead to the earning of Points:

- free Tickets;
- Tickets bought by the Participant but subsequently cancelled or reimbursed;
- Tickets received as a reward;
- Tickets bought in promotional periods or with special offers or with particular types of promocode or through a discount voucher;
- Tickets for journeys in the same city or in the same province;
- Tickets bought using the Cash Più function, limited to the amounts paid by converting Points.

Effective June 13, 2024, and until June 30, 2025, in the event that the Participant has indicated their date of birth in the Personal Profile, on the occasion of the birthday date ITALO will credit 50 Bonus Points as a bonus (hereinafter "Birthday Bonus"), starting from the first annual anniversary following the entry of the date of birth, whether it occurs during registration or Profile modification.

“CUSTOMER MEMBER” BONUS POINTS PROMOTION:

As a promotion, Italo will award a bonus of 200 Reward Points to each Participant in the Italo Più Member tier who makes at least one round trip during the period between June 10 and September 15, 2024. This Reward Points bonus will be recognized only once, regardless of the number of trips made during the period of validity of the promotion. The Reward Points will be credited to the customer's balance between September 25 and September 30, 2024 and will not count toward the Qualifying Points balance. The requirement of eligibility for the promotion will be deemed met if the Participant is at the Italo Più Member Tier at the time the trip is taken.

ITALO reserves the right, in its own unchallengeable judgement, to implement further promotional initiatives on the basis of which to provide Reward Points and/or Qualifying Points, also for other reasons, compared to the cases envisaged by this Regulation, for limited periods and according to objective criteria. In this case Participants will be informed.

In addition, ITALO reserves the right to implement activities aimed at giving questionnaires to Participants, which, once completed, may envisage the award of Reward Points and/or Qualifying Points.

Points are recorded/credited on each Participant's Profile, increasing the points balance that can be seen on their Account:

- (i) in relation to Italo Tickets, only after the date of travel provided that the ticket in question has not been cancelled and/or refunded in the meantime. In reference to the Carnet, Points will be credited for each individual journey made by the Participant in a proportional value calculated from the price of the Carnet divided by the number of journeys included in the Carnet itself;
- (ii) after the Partner has informed ITALO of the purchase of goods and/or services (therefore the credit may require up to a maximum of 70 days);
- (iii) in relation to the purchase of Other Services only following the travel date of the ticket to which it is connected;
- (iv) in relation to the Birthday Bonus within 7 days following the birthday date.

ITALO reserves the right to verify that the crediting of Points takes place in compliance with this Regulation. ITALO reserves the right not to credit Points should there be sufficient elements to suspect that one or more requests are attempted fraud or do not comply with this Regulation. Points accumulated unduly, or which are the result of anomalous and/or unjustified charging (for example should one Italo Più Code be input for the purchase of “incompatible” journeys in terms of date/time, as specified hereafter), will be definitively cancelled.

It is understood that should a Participant purchase two Italo Tickets, unduly twice indicating their name and Italo Più Code, a) to travel on the same train (same route, departure date and time) or b) to travel on two trains with departure times so close as to objectively make it impossible for them to use both tickets, they will only be awarded the POINTS for a single journey.

ITALO will periodically send each Participant a summary of the points collected and spent, to the email address communicated at the time of registration or during change of the same.

ART. 5.2 VALIDITY OF THE REWARD POINTS AND CANCELLATION OF POINTS FOR INACTIVITY

Once Points have been credited, the Participant can use them to request Rewards.

Reward Points are valid from the date they are credited on the Account until the end of validity of the Initiative, including any extensions, provided that the Participant is not “inactive”, i.e. does not undertake at least 1 journey in six months, starting from April 29, 2024 for Participants who are already registered, or, from the registration date, for new registrations in the Initiative. In this case, ITALO reserves the right to cancel the Reward Points of Inactive Participants.

ART. 5.3 USE OF POINTS AND REQUESTING REWARDS

Participants can use Reward Points to request one or more Rewards indicated in Annex B to this Regulation, included in the Catalogue of the Initiative “Italo Più - V Edition - 2024- 2025” on the Website (hereafter the “Catalogue”).

The list of Rewards, the number of points necessary to request them, as well as the general conditions applicable to them, are contained in Annex B to this Regulation and/or available on the Website, in the section relating to the Italo Più Program. The Reward Ticket can also be transferred through the “Gift a Reward Ticket” function available in the Participant’s Personal Area, by inputting in the request the name and surname of the person to whom it is wished to gift the ticket.

During the Initiative, ITALO reserves the right, at its own unchallengeable judgement, to change the number of points necessary, to the benefit of the Participant, to request one or more Rewards and to include in the Catalogue further rewards, services or benefits to expand the range of Rewards. Any updates to the list will be communicated on the Website.

The Rewards can be requested by the Participant in accordance with the following instructions:

- by directly accessing their Profile on the Website and/or on the ITALO App or, alternatively
- by contacting the toll number of the Contact Center, subject to the communication of their Italo Più Code and other personal data requested.

On requesting the Reward, ITALO will verify the amount of points and the regularity of the Participant’s position. Once the request procedure has been finalized, the choice of the Reward can no longer be modified: the points corresponding to the chosen Reward will be detracted from the Account and the Reward will be delivered at the same time as the request.

ART. 5.4 TOTAL REWARD VALUE

ITALO plans to distribute a total reward amount, relating to this Initiative, with an estimated value of around € 2,500,000.00 (two million five hundred thousand/00 euro) + VAT. Pursuant to art. 7 of Presidential Decree no. 430 of 26 October 2001, a deposit has been made of 20% of the total value of the Rewards which it is presumed to deliver.

ART. 6- WITHDRAWAL FROM THE INITIATIVE

Each Participant can withdraw at any time and at no cost from the Initiative:

- i) through their personal Account (excluding the Italo Treno App) or
- ii) by writing to ntv.privacy@ntvspa.it.

The Participant's cancellation from the Initiative will be effective 15 days from the date of the request to ITALO.

As from the time of the aforementioned cancellation by ITALO, all the Points collected and not used by the Participant will be lost. Withdrawal from the Initiative will also entail automatic withdrawal from the Italo Più Loyalty Program.

ART. 7 - EXCLUSION FROM THE INITIATIVE

ITALO reserves the right to arrange the Exclusion from the Initiative (hereafter “Exclusion”) and/or to cancel the Points collected and still not used of Participants who:

- have violated even just one of the provisions of this Regulation and/or of the “Regulation of the Italo Più Loyalty Program” and/or Italo’s General Conditions of Carriage;
- have acted in a way not in line with the “Regulation of the Initiative” and/or the “Regulation of the Italo Più Loyalty Program”;
- have provided false/untrue information on registering on the Program, or subsequently on changing/updating their data;
- have provided false/untrue information on requesting a Reward;
- are “Inactive” according to the definition as set out in Art. 5.2.

All the Points collected and unused at the time of the Exclusion will be lost.

In the case of withdrawal and/or Exclusion from the Program, the Participant will be automatically excluded from the Initiative.

Exclusion from the Initiative does not entail automatic exclusion also from the Program, unless otherwise decided by ITALO in its unchallengeable judgement.

ART. 8 - TRANSFER OF THE INITIATIVE

Each Participant herewith gives his express consent to the Transfer of the Initiative to any third party whose name will be communicated (also by email) by ITALO to the Participant.

ART. 9 - CHANGES AND UPDATES

ITALO may at any time make changes and/or updates to this Regulation, by publishing the new versions in the section dedicated to the Italo Più Initiative of the Website.

ART. 10 - APPLICABLE LAW AND JURISDICTION

Italian law is applicable to this Regulation.

Any dispute relating to the validity, efficacy, interpretation and/or execution of the Regulation will be referred to the sole jurisdiction of the Court of Rome (Italy) excluding any other judicial authority, without prejudice to the eventual application of mandatory legal provisions, including, where applicable, those dictated by Legislative Decree no. 206 of 6 September 2005 (known as the “Consumer Code”).

ART. 11 - ASSISTANCE AND INFORMATION RELATED TO THE INITIATIVE

For any problems relating only to the crediting or charging of Italo Più points on the Account, reference should be made to the “Assistance” section of the Website and/or the Terms and Conditions of ITALO - Nuovo Trasporto Viaggiatori S.p.A.; to receive information and/or to forward other types of request, please contact the Contact Centre.

ANNEX A - PARTNERS

The list of Partners, from whom it is possible to purchase goods and/or services which give rise to the accumulation of Reward Points, can be consulted on the Website in the “Italo Più Partners” section.

ANNEX B - REWARDS

Reward Points can be used to request one of the Rewards included in the Catalogue, from the different types available.

Rewards will be available for the entire Duration of the Initiative unless an availability end date for a specific reward is indicated in the Catalogue and on the Website and it is not extended.

1) REWARD TICKETS

Here below is the table with the Reward Points necessary to request Reward Tickets:

REWARD TICKETS TABLE			
	CLUB*	PRIMA BUSINESS	SMART
SHORT JOURNEYS	1,600	1,400	1,100
MEDIUM JOURNEYS	2,200	2,000	1,600
LONG JOURNEYS	2,800	2,600	2,100

* Reward Points necessary to request a Reward Ticket to travel in CLUB SALOTTO (valid for a maximum of 4 people) total 7,000 for SHORT JOURNEYS and 10,000 for MEDIUM-LONG JOURNEYS. It is understood that a Reward Ticket in CLUB SALOTTO can be requested by Participants who have reached the Tier of Italo Più Privilege, **Italo Più Privilege Plus**, Corporate Privilege or **Corporate Privilege Plus**.

“SHORT JOURNEYS” means journeys below or equal to 330 km between the origin and the destination of the journey with ITALO.

“MEDIUM JOURNEYS” means journeys between 330 km and 660 km between the origin and the destination of the journey with ITALO.

“LONG JOURNEYS” means journeys above or equal to 660 km between the origin and the destination of the journey with ITALO.

It is not possible to request Reward Tickets for tickets which envisage the combination of the ITALO AV service with that of other carriers. In addition, should the ticket which it is intended to request with Italo Più Points envisage a train journey with a change to a different train, it will be necessary to make two separate Reward Ticket requests.

General conditions applicable to all Reward Tickets (including gifted Reward Tickets):

Besides what has already been set out in this Regulation and indicated in the section of the Website relating to the Italo Più Program, Reward Tickets are subject to the following general conditions:

- Duration of the Reward Tickets: Reward Tickets last 180 days from the date of issue, without the possibility of any extension;

- Cancellation of a Reward Ticket or unutilized Reward Ticket: the Participant will not be entitled to any compensation or refund of Reward Points used for the purchase of a Reward Ticket in the following cases:
 - unused Reward Ticket;
 - cancellation of a Reward Ticket.

- Class Upgrade (if included in the customer’s Tier): the Class upgrade of a Reward Ticket is never allowed.
- **It is not possible to combine a seat choice with a Reward Ticket.**

- Changes of a Reward Ticket:
 - Changes of departure date and time: allowed with supplement by the Participant of €10.00 (ten/00 euro). The supplement of € 10 will be due for each passenger included in the Ticket Code of the Reward Ticket, for each journey;
 - Change in itinerary or journey Class: not allowed;
 - Change in the passenger’s name: allowed after the purchase with Reward Points of the Reward Ticket with a supplement of € 1, by contacting the Contact Centre on 89.20.20 (toll number) or at Italo Ticket Offices in station.

Hereafter are set out the terms and conditions applicable as set out in the ITALO Contract of Carriage:

- the Change of name is possible up to three minutes before the planned departure time of the train. Should the same ticket include more than one journey, the change of name must be made up to three minutes before the planned departure time of the train of the first journey indicated on the ticket;
- In the case of loss, theft, destruction, also partial, of the Reward Ticket, ITALO cannot reissue another Reward Ticket in its place;
- Reward Tickets do not lead to the assignment of Reward Points;
- The use and availability of Reward Tickets may be subject to limitations, on some days and for particular routes;
- For Reward Tickets the terms and conditions as set out in the ITALO Contract of Carriage in force at the time of their issue will be applied.

2) OTHER SERVICES

Below is the table with the Reward Points required to apply for an “Other Services” Reward.

REWARD	ITALO SERVICES REWARD TABLE	AVAILABLE UNTIL
LOUNGE ACCESS	600	December 31, 2024

General conditions applicable to the “Lounge Access” reward:

in addition to what is already expressly provided for within these Regulations and indicated in the section

of the Website relating to the Italo Più Program, the Lounge Access Reward may be added to a trip previously purchased by the Participant, by accessing their Personal Area, in the “My Trips” or “Ticket Detail” sections, and selecting the “Lounge Access” option available among the options relating to their trip.

The option to include Lounge Access will be shown if there is an Italo Club Lounge at the departure station, provided that:

- the Participant has sufficient Reward Points to claim the reward for themselves and any passengers traveling with them and listed on the Ticket Code;
- the Lounge is available at the time and time of travel selected;
- the fare purchased allows for Lounge Access to be combined;
- there are no Lounge Accesses already present in the ticket purchased, for the Participant or any passengers traveling with them and present on the Ticket Code.

The Lounge Access Reward may be claimed for travel within 45 minutes of the scheduled departure of the train. The Participant may, in addition, also request the Lounge Access Reward, only for themselves, by contacting the Contact Center at the toll-free number 89.20.20.

If a ticket linked to a Lounge Access Reward is modified, the system will check availability for the changed day and time and, where available, will also move the Lounge Access linked to the trip, however, if there is no availability on the changed day and time, the Reward will be removed from the trip and the points linked to the Reward will be lost.

In the event of cancellation of a ticket linked to a Lounge Access Reward, there will be no refund of points used for Lounge Access.

3) CASH PIU'

Requesting the Cash Più Reward allows the Participant, where available and only at the same time as making the purchase, to convert part of their Points balance to obtain a variable reduction in the price of an Italo ticket.

To access the Cash Più function, it is necessary for the Participant to have accumulated at least 200 points.

General conditions applicable to the CASH PIU' Reward - Terms and Conditions of use

Redemption of points using Cash Più is reserved for Italo Più members and is on promotion until December 31, 2024.

After logging in to the Personal Area on the italo.com website or the italo app, during the purchase of an eligible ticket, Cash Più enables the conversion of accumulated Italo Più Points in order to have a variable reduction in the ticket price (“Points Share”), while paying the balance (“Remaining Share”) with a different payment method of their choice, excluding Italo Vouchers.

When purchasing the ticket, the customer can determine the Quota Points to be used to purchase the ticket, with a minimum of 100 Points and multiples of 100 Points; as a result, customer will automatically see the Remaining Share calculated, which will still give the opportunity to accumulate Italo Più Points, according to the fare purchased.

Tickets purchased with Cash Più are subject to the terms and conditions of the fare purchased;

- Cash Più can only be used through the italo.treno.com website or app for the purchase of Italo AV tickets, but not in combination with other means of transport;
- Tickets purchased with Cash Più cannot be changed at automatic ticket machines in Italo stations and on the app.
- The Points Share is automatically determined by the system when choosing this method on purchasing Italo tickets. The Participant cannot change the proposed amount of Points; however, they are free to decide not to use the function and not to use the Points.

The Cash Più payment method is subject to availability and may not be available for some trains, fares or dates, while it is excluded for:

- a) the purchase of extra travel services (e.g. lounge access, upgrades, seat choice);
- b) payment of any difference that may be due from the customer should there be a change in the journey.

Should a journey purchased with Cash Più be cancelled, any repayment, net of the withholdings envisaged for the commercial offer purchased, will be paid by Italo first by returning the Italo Più Points used on purchase by the customer and any further repayment, where due, by recrediting the amount on the other payment method used for the remaining share.

REWARD	<u>POINTS NECESSARY TO ACCESS THE CASH PIU' FUNCTION</u>	<u>AVAILABLE UNTIL</u>
CASH PIU'	200	December 31, 2024

The conversion rate for Italo Più Points into the value required for the purchase of part of the Italo ticket will be determined at Italo's discretion.

Italo reserves the right to change (i) the number of Italo Più Points necessary to purchase part of the Italo ticket, (ii) any restriction or conditions for tickets purchased with Cash Più.

The conversion rates can vary on the basis of the (by way of example): (i) departure, (ii) destination, (iii) place of purchase, (iv) train number, (v) date, (vi) season, (vii) fare, (viii) any combination of these. Consequently, the number of Italo Più Points and the conversion values indicated by Italo are valid only at the time of purchase.