

INTEGRATION OF "Italo Più" REWARDS PLAN

IV EDITION - Years 2020-2024

Version 31 May 2023

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ART. 1 - SPONSORING COMPANY OF REWARDS PLAN

The company ITALO - Nuovo Trasporto Viaggiatori S.p.A. based in Rome, Italy, Via Casilina n. 1, VAT n. 09247981005 (hereinafter, also referred to as the “Sponsoring Company” or “ITALO”) has launched the Rewards Plan named “Italo Più” - IV Edition - Years 2020-2024 (hereinafter the “Rewards Plan”).

The Rewards Plan is held in compliance with the D.P.R. 26 October 2001, n. 430.

The Regulations of the Rewards Plan named “Italo Più” - IV Edition - Years 2020-2024 (hereinafter, referred to as the “Regulations”) govern the procedures for the participation in and the carrying out of the Rewards Plan.

The “Italo Più Loyalty Program Regulations” must also be considered an integral part of these Regulations.

The Sponsoring Company reserves the right to modify, any portion of and at any time, the methods and practices of membership in and use of the Rewards Plan, subject to the rights acquired by the third party participants and respecting their equal treatment.

For all ulterior information regarding the Rewards Plan and/or the Regulations and for the most up-to-date version, participants may consult the section Italo Più on the Site www.italotreno.it (henceforth, the “Site”) or, alternatively, for a fee, call the Italo Contact Center (hereinafter, referred to as “Contact Center”) reachable at the number 89.20.20¹.

¹ The costs at the date of issue of these Regulations: from a landline, the connection fee is € 0.31 with a rate of € 0.55 per minute; from a mobile device, in line with one's own mobile plan, costs vary according to the mobile telephone operator.

ART. 2 - REQUESTS FOR PARTICIPATION IN THE REWARDS PLAN - TERRITORIAL SCOPE

Participation in the Rewards Plan is reserved for all natural persons, permanent or temporary resident in Italy (hereinafter the “Participants”), who:

- have reached the age of eighteen at the time of registering for the Rewards Plan;
- are enrolled in the “Italo Più Loyalty Program” (hereinafter the “Program”).

For information on how to register for the Program, please refer to the “Italo Più Loyalty Program Regulations”.

For information on Tiers and Loyalty Cards, see the “Italo Più Loyalty Program Regulations”.

In order to participate in the Rewards Plan, each Participant is required to accept all Regulations.

ART. 3 - DESCRIPTION OF THE REWARDS PLAN

The Rewards Plan is a marketing device that involves the offer of rewards or prizes (hereinafter the “Rewards”) to all Participants who, according to the methods indicated in article 5 below:

- purchase, for consideration, Italo high-speed train tickets on routes served by Italo (hereinafter “Italo Tickets”);
- purchase, for consideration and on ITALO's sales channels, tickets for road transport services operated by Itabus S.p.A. (hereinafter “ITABUS”) in combination with tickets for High Speed transport services

operated by ITALO, on the routes served by the latter (hereinafter "Italo Tickets in Combination" or, in the singular, "Italo Ticket in Combination");

- purchase, for consideration, goods and/or services provided by business partners of ITALO, indicated on the Site (hereinafter the "Partners").

Any further methods of awarding Rewards will be indicated in the attachments to these Regulations.

ART. 4 - DURATION

The Rewards Plan will be active from 17 March 2020 to 31 March 2024, and is subject to extensions that, in the case of which, will be promptly disclosed.

Each Participant can collect reward points (hereinafter, the "Points") until 15 March 2024, with the understanding that Points collected up to that date can be used (and consequently, Rewards can be redeemed) no later than 31 March 2024.

All Points credited but not used by the aforementioned date (31 March 2024) will be forfeited.

Any Participant duly registered in the Program participates, by right, in any subsequent edition of the Rewards Plan, without prejudice to his or her right to withdrawal.

The Rewards can be requested until 31 March 2024.

ART. 5 - METHODS OF USE OF THE REWARDS PLAN

The methods for the implementation of the Rewards Plan are indicated below, in particular:

- (5.1) accrual of Points and promotions;
- (5.2) validity of Reward Points and Cancellation of Points due to inactivity;
- (5.3) use of Points and Reward redemption;
- (5.4) Prize Pool.

ART. 5.1 - ACCRUAL OF POINTS AND PROMOTIONS

Participation in the Rewards Plan is free.

The Points are divided into:

i) **QUALIFYING POINTS** or **TIER POINTS**: those obtained with the purchase of Flex Fare Italo Tickets, and FLEX Travel pack for 10 or 20 passengers (excluding Special and Smart Worker Travel pack), Economy Offer and Same Day Return Offer which contribute to achieving and maintaining the Tiers described in the Loyalty Program Regulations;

ii) **REWARD POINTS**: those obtained with the purchase of Italo Tickets and/or Italo Tickets in Combination according to the criteria set out in the following table and through the purchase of goods and services offered by the Partners of the Rewards Plan and can be used to redeem rewards such as Italo Reward Tickets or others prizes available in the Rewards Catalog. Reward Tickets can be used to travel exclusively on Italo's High Speed routes.

Participants can only start collecting Points after registering for the Program,

therefore taking part in the Rewards Plan is necessarily subject to enrollment in the Program.

In order to accrue Points, each Participant must enter/provide their Italo Più Code (i.e. the

personal identification code issued at the time of registration in the Program) whenever:

- purchasing an Italo Ticket;
- purchasing an Italo Ticket in Combination
- purchasing goods and/or services offered by Partners.

Relative to the purchase of an Italo High Speed Ticket in combination with a transport service offered by another carrier other than ITABUS (hereinafter "Combined Ticket"):

- (i) Points will be accumulated only by the Participant who purchases the Combined Ticket by entering his or her Italo Più code and not by any other passengers included in the same Combined Ticket;
- (ii) Participants will accumulate Points solely and exclusively based on the portion of the route traveled by the Italo train.

The Participant's Italo Più Code must be given at the time of purchase of any Italo Ticket.

In the event of failure to enter their Italo Più Code within the aforementioned terms, the Participant will not accrue Points.

Every Participant must always be sure that his or her Italo Più Code is listed on the Italo Ticket, and/or on the purchase receipt of the goods and/or services provided by Partners.

Unless otherwise indicated, Points are not assignable, relocatable or transferable to accounts other than the Participant's own account (hereinafter, the "Account").

Furthermore, Points can neither be converted to nor paid out in cash and can only be used for the purposes indicated in the Regulations.

The Participant who correctly provides their Italo Più Code, following in the aforementioned terms, must be the same individual to use the Italo Ticket purchased and/or the goods and/or services purchased by the Partners.

If, at the conclusion of the Rewards Plan, Points accrued are insufficient to redeem a Prize, the Participant will have nothing to claim from ITALO, and will not be entitled to any sum of money for the Points accrued but not used.

ITALO reserves the right to verify that the points are accrued in accordance with these Regulations.

ITALO reserves the right to withhold Points if there is sufficient cause to suspect any attempt at fraud or any activity that does not comply with these Regulations.

Points accumulated improperly, or which are the result of abnormal and/or unjustified deposits, will be blocked and irretrievably removed.

The amount of Points accrued by each Participant is fixed and is determined by the following three parameters, depending on the Italo Ticket purchased:

- route;
- travel class;
- commercial offer.

For the purposes of these Regulations, the assignment of Points is determined by the following:

- three types of routes: SHORT, MEDIUM-LONG (for guidance on the type of "SHORT," "MEDIUM-LONG ROUTES" please refer to the provisions for Award Tickets in Appendix C) and **COACH ROUTES**;
- Three types of routes: SHORT, MEDIUM-LONG (for guidance on the type of "SHORT, MEDIUM-LONG ROUTES" please refer to the provision for Award Tickets in Appendix C and **COACH ROUTES**;
- four types of travel class: CLUB, PRIMA, COMFORT, SMART;
- various commercial offers: FLEX, ECONOMY, LOW COST, SAME DAY ROUND TRIP, TRAVEL PACK FLEX IN PRIMA.

The criteria, the conditions of distribution, and the quantity of Reward Points allotted for each Italo Ticket purchased refer to the ITALO Commercial Offers available at the time of purchase and are summarized below in the following TABLE:

	Commercial Offer	CLUB	PRIMA	COMFORT - SMART
Short Routes	Flex	230	190	100
	Economy	125	100	65
	Low Cost	80	65	40
	Same Day Round Trip	100	80	50
	Travel Pack Flex in Prima and Smart*		130	65*
	Italo Family*/Italo Senior*/Italo Special*	80	65	40
	On Board*/Stand By*	230	190	100
	Italo x 2* and Italo x 4*	125	100	65
Med. - Long Routes	Flex	320	270	170
	Economy	170	150	100
	Low Cost	115	100	50
	Same Day Round Trip	135	120	80
	Travel Pack Flex in Prima and Smart*		190	115*

	Italo Family*/Italo Senior*/Italo Special*	115	100	50
	On Board* / Stand By*	320	270	170
	Italo x 2* and Italo x 4*	170	150	100

* in promotion until 30.09.2023.

	Commercial OFFER	CLUB	PRIMA	COMFORT - SMART
COACH ROUTES**	Flex	57	47	25
	Economy	31	25	16
	Low Cost	20	16	10
	Same Day Round Trip	25	20	12
	Travel Pack Flex in Prima and Smart *		32	16*
	Italo Family*/Italo Senior*/Italo Special*	20	16	10
	On Board* / Stand By*	57	47	25
	Italo x 2* e Italo x 4*	31	25	16

** : "COACH ROUTES" means trips made by coach related to Italo Tickets in Combination

Points will not be accrued for the following:

- free Tickets;
- Tickets purchased by the Participant but thereafter cancelled or reimbursed;
- Tickets received in the form of Reward;
- Tickets purchased in promotional periods or on special fares or with the use of a promo-code or with a discount voucher or coupon;
- Tickets purchased for commercial offers different from those indicated in the preceding Table or through other promotions. For example, but not limited to: Extra, Travel Pack Flex in Smart, Travel Pack Economy in Prima, Travel Pack Economy in Smart, Italo Friends.

ITALO reserves the right, at its sole discretion, to implement further promotional initiatives, on the basis of which Reward Points and/or Qualifying Points can be allotted differently from the parameters provided in these Regulations, for limited periods and according to objective criteria.

In these cases, the Participants will be notified.

It is understood that the Reward Points accumulated by Participants during the aforementioned promotional initiatives can only be used to request Italo Reward Tickets or other rewards or prizes that are available in the Italo Più Rewards Catalog.

ITALO also reserves the right to put in place activities aimed at administering questionnaires to Participants which, if completed, may provide for the recognition of Reward Points and/or Qualifying Points.

Points will be credited to each Participant's Profile, and added to the Points balance that can be viewed on

each Participant's own Account:

- (i) only after the departure date of the train, provided that the Ticket in question has not been cancelled and/or refunded in the interim;
- (i) after the Partner has communicated the purchase of goods and/or services to ITALO (therefore, it may take up to a maximum of 70 days for Points to be credited).

In the event that a Participant purchases two Italo Tickets using the same Italo Più Code, both in his or her own name, neglecting to cancel¹ one before the departure of the train:

- a. on the same train (same route, departure date and time) or
on two trains with departure times so close together that it is objectively impossible for the singular Participant to make use of both Tickets

the Participant will be awarded the Reward Points of a single trip and precisely those of:

- the first ticket purchased in chronological order, in the hypothesis referred to in the aforementioned point a.
- the first trip made in chronological order, in the hypothesis referred to in the aforementioned point b.

ITALO will periodically send each Participant a report of the points accrued and spent, to the e-mail address communicated at the time of registration or to the updated address, once modified.

ART. 5.2 - VALIDITY OF REWARD POINTS AND CANCELLATION OF POINTS DUE TO INACTIVITY

Reward Points (including those obtained through Italo Partners) are valid for 12 months from the date they are credited to the Account, provided that the Participant makes four trips every 12 months from the beginning of his or her enrollment in the Program.

From the moment the Points are credited to the Account, the Participant will be able to use them to request Rewards. After 12 months, all Reward Points accumulated but unused will be forfeited.

ART. 5.3 - USE OF POINTS AND REWARD REDEMPTION

Participants can use Reward Points to request one or more Rewards indicated in Appendix C to these Regulations, included in the Rewards Catalog of the "Italo Più - IV Edition - Years 2020-2023" on the Italo Site (hereinafter "Catalog").

The list of individual Reward Tickets, the number of Points needed to redeem them, as well as the general conditions applicable to the Reward Tickets are contained in Appendix C to these Regulations and/or available on the Site, in the section relating to the Italo Più Program.

Each Reward Ticket is issued in the name of the passenger and can only be transferred through the sales channels referred to in paragraph 5.4 of the CGT or authorized by ITALO.

Throughout the duration of the Rewards Plan, ITALO reserves the right, at its sole discretion, to make changed to the Points requirements, in a way favoring the Participant, for the request for one or more Reward Tickets and to include additional gifts, services or benefits in the Catalog to expand the range of Rewards.

The Rewards can be redeemed by the Participant in the following ways:

- by directly accessing the Participant's Profile on the Site and/or the ITALO App or, alternatively
- by contacting the number of the Contact Center² for a fee, and giving the Participant's own Italo Più

code and other personal data necessary.

When requesting a Reward, ITALO will check the Participant's Points total and the regularity of the Account. Once the Reward application procedure has been finalized, the choice of Reward can no longer be changed and the Points corresponding to the chosen Reward will be deducted from the Account.

Reward Tickets will be delivered at the time of the request.

Any updates to the list of Rewards will be communicated on the Site.

ART. 5.4 - PRIZE POOL

ITALO plans to distribute an indicative, overall prize pool, relating to this Rewards Plan, of an estimated value of approximately € 2,300,000.00 (two million three hundred thousand Euro and 00/100) + VAT. The estimated average value of the Reward Tickets to be given away, including VAT, is € 43.00 (forty-three Euro and 00/100). Pursuant to art. 7 Presidential Decree 26 October 2001, n. 430, a deposit has been paid equal to 20% of the total value of the Rewards that are expected to be awarded.

ART. 6 - WITHDRAWING FROM THE REWARDS PLAN

Each Participant can withdraw from the Rewards Plan at any time, free of charge:

- i) through the Participant's personal Account (with the exception of the Italo Treno App) or
- ii) by writing to the e-mail ntv.privacy@ntvspa.it or
- iii) by contacting the Contact Center.

The Participant's removal from the Rewards Plan will be effective after 15 days from the date of the request received by ITALO.

From the date of the aforementioned removal by ITALO, all Points accrued and not used by the Participant will be forfeited.

Withdrawing from the Rewards Plan will also result in the automatic withdrawal from the Italo Più Loyalty Program.

ART. 7 - EXPULSION FROM THE REWARDS PLAN

ITALO reserves the right to expel from the Rewards Plan (hereinafter "Expulsion") and/or cancel the Points accrued and not yet used, of any Participant who:

- violates any of the provisions of these Regulations and/or the "Italo Più Loyalty Program Regulations" and/or Italo's General Conditions for Transport;
- behaves in a manner that does not comply with the "Rules of the Rewards Plan" and/or the "Rules of the Italo Più Loyalty Program";
- provides false/untruthful information when registering for the Program, or subsequently, when changing/updating their data;
- provides false/untruthful information when applying for a Reward.

All Points accrued and not used at the time of Expulsion will be forfeited.

In case of withdrawal and/or Expulsion from the Loyalty Program, the Participant will also be automatically removed from the Rewards Plan.

Expulsion from the Rewards Plan does not result in automatic expulsion from the Loyalty Program as well, unless by ITALO's sole decision.

²The costs at the date of issue of these Regulations: from a landline, the connection fee is € 0.31 with a rate of € 0.55 per minute; from a mobile device, in line with one's own mobile plan, costs vary according to the mobile telephone operator.

ART. 8 - DISCONTINUATION OF THE REWARDS PLAN

Each Participant hereby gives his or her express consent to the sale of the Rewards Plan to any third party, whose name will be communicated (even by e-mail) to the Participant by ITALO.

ART. 9 - MODIFICATIONS AND UPDATES

ITALO may make changes and/or updates to these Regulations at any time, by publishing new versions in the section dedicated to the Italo Più Rewards Plan on the Site.

ART. 10 - GOVERNING LAWS AND JURISDICTION

These Regulations are subject to Italian law. Any dispute concerning the validity, efficacy, interpretation and/or execution of the Regulations will be devolved to the exclusive jurisdiction of the Court of Rome (Italy) with priority over any other Judicial Authority, without prejudice to the possible application of provisions mandatory by law including, where applicable, those dictated by the Legislative Decree of 6 September 2005, n. 206 (so-called "Consumer Code").

ART. 11 - ASSISTANCE AND INFORMATION RELATED TO THE REWARDS PLAN

Solely for issues relating to the crediting or debiting of Italo Più Points to an Account, please refer to the "Assistance" section of the Site and/or to the Terms and Conditions of ITALO - Nuovo Trasporti Viaggiatori S.p.A. ; to receive information and/or make other requests, please contact the Contact Center.

Appendix A - LIST OF PARTNERS

The list of Partners indicated below and any related changes and/or additions will be posted on the Site www.italotreno.it and/or in communications about the Rewards Plan sent to Participants. Any exclusion of Partners will not result in the loss of relative Reward Points accumulated by using their services until the termination of said partnership.

- HERTZ ITALIANA S.R.L., for car and van rental services in Italy and abroad (until 31 December 2022)
- AMERICAN EXPRESS ITALIA S.R.L., for providing the Italo Credit Card - American Express;
- BOOKING.COM B.V., for the online booking service of accommodations in Italy and abroad (until 31 December 2022);
- APPTAXI S.C.R.L., for taxi services (until 31 March 2023).

Appendix B - METHOD OF ASSIGNING POINTS RELATED TO PARTNERS

1) HERTZ ITALIANA S.R.L.

Vacation rentals (cars and vans) provided by Hertz, in Italy and abroad, at public rate (without any CDP

discount code), the Italo rate (with Italo Ticket Code) or the Italo Più rate (with CDP discount code 754418)
) * - for each Euro spent: 3 Points

Corporate rentals (cars and vans) provided by Hertz, in Italy at corporate rates * - for each Euro spent: 1 Point

* Hertz does not grant Reward Points in the following cases:

- booking cancellations;
- on the administrative charge if the booking is cancelled after 7 days following the booking date;
- on any charges for the non-collection of vehicle/rental not effectuated, whether or not the rates were prepaid;
- on the penalty charges of compensation for damages (CDW) and/or theft (TP);
- corporate rentals at corporate monthly rates, pre-assignment, and car replacement.

2) AMERICAN EXPRESS ITALIA S.R.L.

Participants holding an Italo Credit Card American Express will also have the opportunity to convert points accumulated as part of the rewards plan called "Membership Rewards" organized by American Express Italia S.r.l. (hereinafter the "MR Points") into Reward Points that can be used as part of this Italo Più Rewards Plan, according to the conversion criteria indicated below:

- for requests received by 31 December 2020: 3 MR Points = 2 Italo Più Reward Points;
- for requests after 31 December 2020: 2 MR Points = 1 Italo Più Reward Point.

With regard to the conditions of participation in, as well as the performance of, the rewards plan called "Membership Rewards", the relevant regulations available on the website www.americanexpress.it/clubmr will apply.

3) BOOKING.COM

Participants who rent a place to stay (in Italy or abroad) up until 31 March 2023 by booking their stay exclusively through the co-branded portal ITALO-Booking.com accessible through the website www.italotreno.it under the section dedicated to the Partners of the program, will receive 1 Reward Point for each Euro spent (rounded down).

Rentals booked through sites/portals other than the co-branded ITALO-Booking.com, which is accessible using the website www.italotreno.it, will not be entitled to accumulate Reward Points.

In order to earn Reward Points, the holder must enter his or her Italo Più code, as well as his or her name and surname during the booking phase; in the event that the Italo Più code is non-existent, incorrect or missing, the Account holder will not be entitled to earn points.

Reward Points will be credited and added to the Participant's Points Balance within 60 days from the check-out date.

Reward Points accrued will not contribute to the advancement in Italo Più or Italo Più Corporate Tiers and can be used only according to the provisions of the Program Regulations, available on the Site www.italotreno.it.

4) APPTAXI

Participants will receive 1 Italo Più Reward Point for every 1 Euro spent for each trip booked (through the AppTaxi App) and effectuated up until 31 March 2023.

At the time of booking online, Participants must enter their Italo Più code in the "frequent traveller" field. Reward Points will be awarded through the AppTaxi regardless of the starting and ending points of each trip booked.

AppTaxi reserves the right to create a travel booking service through the contact center: in this case it will then be possible to receive Reward Points even by booking a taxi ride through the AppTaxi contact center, by communicating the Participant's Italo Più code. To be updated regarding the start date of this service through the contact center, consult the Site www.italotreno.it.

Reward Points will be credited and added to the Participant's Reward Points balance within 60 days from the date of the provided taxi service.

Reward Points accrued will not contribute to the advancement in Italo Più Tiers and can be used only according to the provisions of the Program Regulations, available on the Site www.italotreno.it.

Italo reserves the right to supplement, modify and/or extend the terms and conditions described above, by notifying Participants through the Site www.italotreno.it.

Appendix C - REWARDS

The following is the table indicating the Points necessary to redeem Reward Tickets

<u>TABLE: POINTS FOR REWARD TICKETS</u>			
	CLUB*	PRIMA	COMFORT/SMART
SHORT ROUTES	1.600	1.400	1.100
MEDIUM-LONG ROUTES	2.200	2.000	1.600

* The Points required to apply for a Reward Ticket to travel in CLUB LOUNGE (valid for a maximum of 4 people) are 7.000 for SHORT ROUTES and 10.000 for MEDIUM-LONG ROUTES. It is understood that Participants who have reached the Italo Più Privilege or Italo Più Platinum or Corporate Privilege or Corporate Platinum level may apply for an Award Ticket in the CLUB LOUNGE.

By "SHORT ROUTES" it is intended routes in which the distance travelled by the train between the origin and the destination is less than or equal to 330km.

By "MEDIUM-LONG ROUTES" it is intended routes in which the distance traveled by the train between the origin and the destination is greater than 330km.

There is no possibility to apply for Reward Tickets for tickets involving the combination of ITALO's HIGH SPEED service with that of other carriers.

General Conditions Applicable

In addition to what is already expressly detailed in these Regulations and indicated in the section of the Site relating to the Italo Più Program, Reward Tickets are subject to the following general conditions:

- Duration of Reward Tickets: Reward Tickets will have a duration of 180 days from the date of issue, with no possibility of extension.
- Cancellation or non-use: the Participant will not be entitled to any compensation or reimbursement of the Reward Points used for the purchase of a Reward Ticket in the following cases:

- o failure to use the Reward Ticket;
 - o cancellation of the Reward Ticket.
- Class Upgrade (where designated by the customer's status): the class upgrade of a Reward Ticket is never allowed.
- Exchange of Reward Tickets:
 - o Change of departure date and time: allowed with a supplemental fee paid by the Participant of €10.00 (ten Euro and 00/100).
 - o Change of itinerary or travel class: not allowed.
 - o Passenger name change: allowed after purchase of the Reward Ticket, with Reward Points, without supplemental fees or penalties.

The following are the applicable terms and conditions of the ITALO Transport Contract:

- Change of name is possible free of charge up to three minutes before the scheduled train departure time. In the event that the same ticket contains more than one leg of the journey, the name change must be made up to three minutes before the scheduled departure time of the train of the first leg of the journey indicated on the ticket.
- In the event of theft or loss, even for only a portion, of the Reward Ticket, ITALO will not be able to reissue a replacement Reward Ticket
- Reward Tickets do not allow the Participant to earn Reward Points.
- The use and availability of Reward Tickets may be subject to limitations on certain days and for certain routes.
- The terms and conditions set out in the ITALO Transport Contract in force will apply to Reward Tickets at the time of their issue.