

Loyalty Program
“Italo Più”
REGULATION OF “Italo Più” LOYALTY PROGRAM
(Version - update of 23 December ,2022)

Contents:

1. Introduction
2. Prerequisites to adhere to Program (update)
3. Description and implementation of the Program (update)
4. The Tiers (update)
5. Terms and Conditions of Use of Italo Più Loyalty Cards
6. Duration
7. Withdrawal from the Program
8. Exclusion from the Program
9. Transfer of the Program
10. Changes/updates
11. Applicable Law and Jurisdiction

ART. 1 - INTRODUCTION

The company Italo - Nuovo Trasporto Viaggiatori S.p.A. with its offices in Rome, Via Casilina no. 1, VAT Number 09247981005 (hereafter also “ITALO”) has established the “Italo Più Loyalty Program” (hereafter, the “Program”).

For any information regarding the Program and/or the Regulation, it is è possible to consult the Italo Più section of the website www.italotrain.it (hereafter the “Website”), or, alternatively, ask for information from the ITALO Contact Centre at the toll number 89.20.20 (hereafter “Contact Centre”)¹.

This “Regulation of the Italo Più Loyalty Program” (hereafter the “Regulation”) governs the means of participating in and undertaking the Program, as well as the terms and conditions to request, issue and use ITALO PIU’ loyalty cards (hereafter the “Loyalty Cards”) and the tiers reached by participants in the Program (hereafter the “Tiers”).

The Tiers and the Loyalty Cards are divided into:

i) CONSUMER TIERS

- Base Tier with attribution of the Italo Più Card;
- Member Tier with attribution of the Italo Più Member Card (former Base Tier);
- Premium Tier with attribution of the Italo Più Premium Card;
- Privilege Tier with attribution of the Italo Più Privilege Card;
- Platinum Tier with attribution of the Italo Più Platinum Card.

ii) CORPORATE TIERS

- Corporate Premium Tier (former Corporate Tier) with attribution of the Italo Più Corporate Premium Card (former Italo Più Corporate Card);
- Corporate Privilege Tier with attribution of the Italo Più Corporate Privilege Card;
- Corporate Platinum Tier with attribution of the Italo Più Corporate Platinum Card.

The Loyalty Cards will be assigned in digital format or they will be physically sent to participants, at ITALO’s discretion; they are named, personal, non-transferable and can be used only by the card holder.

It is not permitted to assign a number of Loyalty Cards to the same card holder, except in cases of moving from one Tier to another. In any case, the ITALO PIU’ Code stays the same. It is, however, permitted to the Participant to be a holder, besides the Loyalty Card, also of the co-branded Italo American Express Credit Card issued by American Express Italia S.r.l.

¹

The costs at the date of issue of this Regulation: from a fixed line phone, with a call set-up charge of € 0.31 and € 0.55 a minute; from a mobile network, in line with the personal tariff plan the costs vary depending on the mobile phone operator.

The means of making a request, the prerequisites for selection and acceptance relating to the issue and keeping the Italo American Express Credit Card as well as the terms and conditions of use of the same are established solely by American Express Italia S.r.l. since the management of the financial service regarding the Italo American Express Card is, and will remain, under the exclusive ownership, responsibility and care of American Express Italia S.r.l.

ITALO, therefore, will not in any way be responsible for the request, issue, release, delivery, maintenance, operation and use of the Italo American Express Credit Card (and any related/consequent problems).

ART. 2 - PREREQUISITES TO ADHERE TO THE PROGRAM

The Program can be adhered to by all people who are resident and/or domiciled in Italy (as well as in the territory of San Marino) and who have reached the age of eighteen at the time of registering in the Program (hereafter the “Participants”).

Registration in the Program is free.

Participants who intend to adhere to the Program can register through one of the following channels:

- on the Website, in the dedicated section, filling in the specific registration form;
- filling in the specific printed registration form (where available in the station or aboard the train).

Participants will be requested to provide their personal data, after having viewed a specific notice prepared on the basis of the law in force on the protection of personal data and after having given, where requested, their agreement to the related processing.

Each Participant undertakes to provide complete, updated and true data and information, as well as to inform ITALO of any change in the data and information provided, accepting all responsibility in the case of false, incorrect and/or incomplete declarations. Should the Participant, during the registration, have provided an incorrect username, name, surname and/or date of birth, they can ask for it to be changed through the Contact Centre or by sending a request to ntv.privacy@ntvspa.it from the email used in registering for the Program.

In order to be able to adhere to the Program, the Participant must accept this Regulation as well as the Regulation on the Prize Contest “Italo Più - IV edition - 2020-2023”.

Once registered, the Participant can access their own Personal Area by inputting a username (which coincides with their email address) and the password inserted by the Participant at the time of registering in the Program.

The Participant is the only person responsible for the confidentiality of their username and password. **The password, together with their phone number, address and privacy consent, can be modified at any time by accessing their Personal Area. The Participant can request to change their username through the Contact Centre.**

ART. 3 - DESCRIPTION AND IMPLEMENTATION OF THE PROGRAM

Once the Program registration procedure is completed, the Participant will be assigned a personal identification code (hereafter the “Italo Più Code”), which will allow them to:

- adhere to all the prize events (hereafter “Events”) and promotions which ITALO organises during the Program;
- have accelerated recognition for purchases on the Website, through the ITALO apps, the Contact Centre and Pronto Italo (06.07.08);
- access the Tiers or become holder of the cards as set out in article 4 below;
- and, through their Personal Area:
 - (i) consult the Italo Più points total that may have accumulated during Events (hereafter the “Account”);
 - (ii) consult and/or change their personal data (excluding their **username**, name, surname and date of birth);
 - (iii) view the purchases made and any offers dedicated to them.

To make use of all the benefits of the Program and to obtain recognition of the points, which will be accredited within seven days of the actual date of travel, the Participants must always use their Italo Più Code on purchasing a ticket or up to three minutes before the departure of the train. If not, the points will no longer be recognised.

Each Participant can hold only one Italo Più Code. Should the Participant hold more than one Italo Più Code, ITALO will arrange to keep as valid only the code assigned with the first registration in the Program; and the points accumulated with the Italo Più Codes which are subsequently assigned to the same card holder will be eliminated.

The Participant can access their Personal Area through the Website and/or through the ITALO Apps or through the Contact Centre, communicating their Italo Più Code and the mobile phone number indicated on registration.

When the Participant buys a ticket in the Flex Commercial Offer, or Flex Travel Pack for 10 or 20 travels (excluding Special and Smart Worker Travel pack) they will obtain the so-called “Qualifying Points” or “Tier Points”. These points will contribute to attributing to the Participant a tier which will give the right to a range of exclusive services and benefits.

The tier will be updated every twelve months following the date of registration in the Program (hereafter “Qualifying Period”). On the expiry of each Qualifying Period, the Participant will be assigned the tier corresponding to the number of Qualifying Points necessary for their related assignment, at that date, and the connected benefits.

It is understood that should the Participant, during each Qualifying Period, obtain a number of Qualifying Points sufficient to access the subsequent tier, they will be automatically recognised the new tier.

Any benefits relating to the tier reached in the previous Qualifying Period and unused at the related expiry date will be lost.

Italo may send the Participants communications relating to the management of their Account and/or the Program and/or Prize Contests (e.g. communications relating to the balance and/or to the expiry of points; recognition of benefits or prizes).

ART. 4 - THE TIERS

Depending on the Tier reached (Base, Member, Premium, Privilege, Platinum, Corporate Premium, Corporate Privilege or Corporate Platinum), ITALO guarantees specific advantages and benefits.

Base Tier

Participants who register in the Program are included in the Base Tier and can take part in the events of the Program.

Participants can accumulate Prize points but cannot use them to request the prizes as set out in the Italo prize catalogue (hereafter “Catalogue”) until they make at least two journeys with Italo necessary to reach the Member Tier.

Member Tier (former Base Tier)

Participants reach the Member Tier only after having made at least two journeys with Italo, from the date of registering in the Program.

This Tier attributes to Participants the following benefits:

- possibility of using accumulated Prize points by requesting the Prizes as set out in the Catalogue;
- possibility of using any “Registration Bonus” received during registration in the Program.

By way of promotion, automatic entry to the Member Tier will be given to all Participants in the Prize Operation “ITALO PIU’ - IV edition 2020-2023” who at 14 September 2021: i) have accumulated at least 1 Prize Point or ii) have accumulated under 1,000 Qualifying Points.

Premium Tier

To be able to reach or stay at the Premium Tier, Participants must accumulate at least 1,000 Qualifying Points, in each Qualifying Period.

The Premium Tier attributes to Participants the following benefits:

- possibility of using Accumulated Prize points requesting the Prizes as set out in the Catalogue;
- for each Qualifying Period, the recognition of 2 upgrades from Smart or Comfort class to Prima class, subject to availability.

The upgrade request can be made by contacting the Contact Centre. Participants travelling with a prize ticket or a season ticket cannot use the upgrade.

- for each Qualifying Period, the recognition of 2 Fast Track priority accesses: to use the benefit, the Participant must go to staff in the station and/or show their Loyalty Card and a valid ITALO ticket, for a journey to be made on the same day as the Fast Track access, starting at the station where the Fast Track is present. This access will be guaranteed only to the Premium Card holder.

By way of promotion, automatic entry to the Premium Tier will be given to all Participants in the Prize Operation "ITALO PIU' - IV edition 2020-2023" who, at 14 September 2021 have already accumulated between 1,000 and 5,999 Qualifying Points.

Participants who also become holders of an Italo American Express Credit Card will be automatically included in the Premium Tier, without prejudice to any moves to higher Tiers (Privilege or Platinum) linked to reaching the necessary Qualifying Points.

Privilege Tier

To be able to reach or stay at the Privilege Tier, Participants must accumulate at least 6,000 Qualifying Points in each Qualifying Period. By way of promotion, **Participants who at 28 June 2022 have already accumulated 3,000 (and not 6,000) Qualifying Points will automatically pass to the Privilege Tier within 20 days from this date. In any case to reach and/or to maintain this tier, again by way of promotion as from 28 June 2022 and until 31 March 2023, all Participants must accumulate 3,000 (and not 6,000) Qualifying Points in each Qualifying Period.**

The Privilege Tier attributes to Participants the following benefits:

- possibility of using accumulated Prize points requesting the Prizes as set out in the Catalogue;
- access to the Italo Club Lounge²: the Participant must go to Italo staff present in the station or show their Card and a valid ITALO ticket, for a journey to be made on the same day as accessing the Lounge, starting in the station where the Lounge being accessed is located. Entry to the Lounge is allowed as from three hours prior to the departure of the train;
- per each Qualifying Period, the recognition of 6 upgrades from Smart or Comfort class to Prima class, subject to availability.

The upgrade request can be made by contacting the Contact Centre. Participants travelling with a prize ticket or a season ticket cannot use the upgrade.

- for each Qualifying Period, the recognition of 6 Fast Track priority accesses: to use the benefit the Participant must go to staff in the station and/or show their

2

Access to the Lounges will be allowed in compliance with the "Rules of Use" available on the website and displayed in Italo Club Lounges. Failure to observe these rules entails termination of the right of access to the Lounges and the loss of the Tier.

Loyalty Card and a valid ITALO ticket, for a journey to be made on the same day as accessing the Fast Track, starting in the station where the Fast Track is present. This access will only be guaranteed to the Privilege Card holder.

Platinum Tier

To be able to reach or stay at the Platinum Tier, the Participant must accumulate at least 15,000 Qualifying Points, in each Qualifying Period.

By way of promotion, Participants who at 28 June 2022 have already accumulated 7,500 (and not 15,000) Qualifying Points will automatically pass to the Platinum Tier within 20 days of this date. In any case to reach and/or to maintain this tier, again by way of promotion as from 28 June 2022 and until 31 March 2023, all Participants must accumulate 7,500 (and not 15,000) Qualifying Points in each Qualifying Period.

The Platinum Tier **attributes to Participants** the following benefits:

- possibility of using accumulated Prize points requesting the Prizes as set out in the Catalogue;
- access to the Italo Club Lounge³: the Participant must go to Italo staff present in the station or show their Card and a valid ITALO ticket, for a journey to be made on the same day as accessing the Lounge, starting in the station where the Lounge being accessed is located. Entry to the Lounge is allowed as from three hours prior to the departure of the train;
- Upgrade from Smart or Comfort class to Prima class, subject to availability.
The upgrade request can be made by contacting the Contact Centre. Participants travelling with a prize ticket or a season ticket cannot use the upgrade.
- Access to the Fast Track priority access: to use the benefit, the Participant must go to staff in the station and/or show their Loyalty Card and a valid ITALO ticket, for a journey to be made on the same day as accessing the Fast Track, starting in the station where the Fast Track is present. This access will be guaranteed only to the Platinum Card holder.

By way of promotion, automatic entry to the Platinum Tier will be given to all Participants in the Prize Operation “ITALO PIU’ - IV edition 2020-2023” who, at 14 September 2021 have accumulated, in the related Qualifying Period, at least 15,000 Qualifying Points.

Corporate Premium Tier (former Corporate Tier)

The Corporate Premium Tier is reserved to employees of companies, bodies and/or associations and more generally businesses (hereafter “Corporate Employees”), with their registered office in Italy and in the Territory of San Marino, and who have signed an agreement with ITALO (“Corporate Agreement”).

³ Access to the Lounges will be allowed in compliance with the “Rules of Use” available on the website and displayed in Italo Club Lounges. Failure to observe these rules entails termination of the right of access to the Lounges and the loss of the Tier.

Corporate Employees who are already registered in the Program can request the Corporate Premium Tier **by contacting the Contact Centre to replace their personal email with their corporate email.** Corporate Employees who have still not registered in the Program can register through (i) the Website or (ii) the link to the Website provided by their company once the Corporate Agreement has been signed, and will thus be entitled to obtain the Corporate Premium Tier provided that, on registration, they input their corporate email.

The Corporate Premium Tier will be recognised as from receiving the confirmation email of the related activation and will be guaranteed for the entire period of validity of the Corporate Agreement with Italo.

Should the employment relationship end between the Company and the Participant, the latter:

- (i) cannot use the advantages/facilitations linked to the Corporate Premium Tier;
- (ii) must promptly replace the corporate email with their personal email.

The Corporate Premium Tier envisages the same benefits as the Premium Tier.

Should the Corporate Agreement end between Italo and the Employee's Company, the Employee will see their Tier modified from Corporate Premium to Premium.

Corporate Participants who also become holders of an Italo American Express Credit Card will be automatically included in the Corporate Premium Tier, without prejudice to any moves to higher Tiers (Corporate Privilege or Corporate Platinum) linked to reaching the necessary Qualifying Points.

Corporate Privilege Tier

To be able to reach or stay at the Corporate Privilege Tier, the Corporate Employee must accumulate at least 6,000 Qualifying Points in each Qualifying Period.

By way of promotion, Participants who at 28 June 2022 have already accumulated 3,000 (and not 6,000) Qualifying Points will automatically pass to the Corporate Privilege Tier within 20 days of this date. In any case to reach and/or to maintain this tier, again by way of promotion as from 28 June 2022 and until 31 March 2023, all Participants must accumulate 3,000 (and not 6,000) Qualifying Points in each Qualifying Period.

The Corporate Privilege Tier attributes to Participants the same benefits as the Privilege Tier in addition to the possibility to access the Fast Track.

Should the Corporate Agreement end between Italo and the Employee's Company, the Employee will see their Tier changed from Corporate Privilege to Privilege.

Corporate Platinum Tier

To be able to reach or stay at the Corporate Platinum Tier, the Participant must accumulate at least 15,000 Qualifying Points in each Qualifying Period.

By way of promotion, Participants who at 28 June 2022 have already accumulated 7,500 (and not 15,000) Qualifying Points will automatically pass to the Corporate Platinum Tier within 20 days of this date. In any case to reach and/or to maintain this tier, again by way of promotion as from 28 June 2022 and until 31 March 2023, all Participants must accumulate 7,500 (and not 15,000) Qualifying Points in each Qualifying Period.

The Corporate Platinum Tier envisages the same benefits as the Platinum Tier.

The benefits envisaged for each Tier, and any changes which ITALO makes at its own absolute discretion during the undertaking of the Prize Operations, can always be consulted on the Website.

Clients already registered in the Italo Più loyalty program and who have activated an account of the Italo Business portal and have associated their Italo Più Code to that of their company, thus becoming “Italo Business Employees”, will automatically pass to the Corporate Tiers of Italo Più:

- Italo Business Employees from the Italo Più Base, Member or Premium Tier will pass to the Corporate Premium Tier.
- Italo Business Employees from the Italo Più Privilege or Platinum Tier will pass respectively to the Corporate Privilege Tier and the Corporate Platinum Tier.

The Corporate Tiers will be recognised as from email confirmation of the related activation and will be guaranteed, together with the benefits that these tiers attribute to holders, until their company unregisters from Italo Business.

Should the employment relationship end between the company and the Participant, the latter:

- (i) can no longer use the advantages/facilitations linked to the Corporate Tiers;
- (ii) must eliminate the linkage of the Italo Più Code from their Italo Business Account;
- (iii) will see their Tier changed from Corporate Premium to Premium; from Corporate Privilege to Privilege and from Corporate Platinum to Platinum.

ART. 5 - TERMS AND CONDITIONS OF USE OF ITALO PIÙ LOYALTY CARDS

The Loyalty Card is named, personal, non-transferable and can only be used by the Card holder.

The Loyalty Card will show the Italo Più Code of the Participant, as well as their name and surname. The Card cannot be modified, unless the data given on it is incorrect.

Should the data set out on Loyalty Card be incorrect, the Participant must call the Contact Centre and communicate the exact data. ITALO will arrange to cancel the Loyalty Card and the Participant can continue to use all the benefits as set out in the Program (including those already acquired), by using their Italo Più Code, username and password. The points balance on the Account will remain unchanged. The physical Card is the exclusive property of ITALO and assigned on loan for free use to the Card holder.

ITALO may ask each Participant to return the physical Card, as well as revoking the digital card, at any time and at its own unchallengeable discretion.

Loss, theft or damage of the Loyalty Card

In the case of loss, theft or damage of the physical Card, the card holder must immediately contact the

Contact Centre, giving by phone their data and their Italo Più Code. ITALO will arrange to suspend the validity of the Card and the Participant can continue to use all the benefits as set out in the Program (including those already acquired), by using their Italo Più Code, username and password.

ITALO will not be responsible for any fraudulent and/or illegal use of a Card of which the Card holder has communicated its loss or theft.

ART. 6 - DURATION

Adhesion to the Program will be permanently valid, without prejudice to ITALO's right to interrupt the Program at any time.

The Events which ITALO organises under the Program will last as long as indicated.

Participants regularly registered in the Program will remain in any case automatically registered in any subsequent edition of the Program, without prejudice to their right to withdraw.

ART. 7- WITHDRAWAL FROM THE PROGRAM

Each Participant can withdraw at any time and at no cost from Program through their personal Account on the Website, by contacting the Contact Centre or by writing to ntv.privacy@ntvspa.it. As from the date of receipt by ITALO of the withdrawal communication, all the accumulated points will be lost as well as the rights linked to ownership of the Card and the Tier reached.

Participants who withdraw from the Program must return the physical Card at their own care, responsibility and expense.

Withdrawal from the Program entails automatic exclusion also from ongoing Events. Following withdrawal, the Participant is recognised the possibility to register again, by contacting the Contact Centre. The Participant may use the same username communicated for the first registration and receive a new password; however, the new registration will not entitle the Participant to recover the Tier and the related advantages acquired before withdrawal.

ART. 8 - EXCLUSION FROM THE PROGRAM

ITALO reserves the right to exclude from the Program Participants who:

- have violated even only one of the provisions of this Regulation and/or of the Regulation of ongoing Events;

- have acted in a way contrary to this Regulation and/or to the Regulation of ongoing Events;
- have provided false/untrue information on registration in the Program or subsequently, in changing/updating their data;
- fail to make at least four journeys in each Qualifying Period.

Exclusion from the Program will happen automatically also for Participants whose Italo Più Code is used in purchase transactions that prove fraudulent. ITALO also reserves the right to cancel the Italo Più Code used by people other than the Card holder for purchase transactions that prove fraudulent. In this case the points accumulated up to the fraudulent transaction will be accredited on a new Italo Più Code which will be attributed by ITALO, following notice to the Participant.

Exclusion from the Program entails the automatic exclusion also from ongoing events.

The excluded Participant will not be allowed to register again in the Program, unless otherwise decided by ITALO at its complete discretion.

Should the Participant who is excluded from the Program hold an Italo American Express Credit Card, the terms and conditions established by American Express Italia S.r.l. will apply as regards the possibility of continuing to use the Card and/or to return it.

ART. 9 - TRANSFER OF THE PROGRAM

Each Participant herewith gives their express consent to transfer of this Program to any third party whose name will be communicated (also by email) by ITALO to the Participant.

ART. 10 - CHANGES/UPDATES

ITALO may at any time make changes and/or updates to this Regulation, publishing the new versions on the Website.

ART. 11- 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 (the so-called "Consumer Code").