

## **“CartaFRECCIA” Rewards Programme**

Regulations (Art. 10 par. 3 of Italian Presidential Decree no. 430 dated 26 October 2001)

### **Art. 1 - Promoter**

Trenitalia S.p.A. (hereinafter the “Promoter” or “Trenitalia”), Piazza della Croce Rossa 1, 00161, Rome, Italy, Tax Code and VAT No.: 05403151003.

### **Art. 2 - Delegated Party**

Jakala S.p.A. S.B., with registered office in Corso di Porta Romana 15, 20122 Milan (MI), Italy, Tax Code and VAT No.: 08462130967.

### **Art. 3 - Name**

“CartaFRECCIA” (hereinafter also the “Rewards Programme” or, for the sake of brevity, the “Programme”).

### **Art. 4 - Intended Users**

The Rewards Programme is open to all end customers who are natural persons and hold one of the following “CartaFRECCIA” cards: “CartaFRECCIA Silver”, “CartaFRECCIA Gold”, “CartaFRECCIA Platinum” or “CartaFRECCIA Platinum Infinity” (hereinafter referred to as the “Card” or, jointly, as the “Cards”), in any type issued by the Promoter (at present the types are “Silver”, “Gold”, “Platinum” and “Platinum Infinity”; in future, there may also be other types and/or with different names). Such persons are hereinafter referred to as the “Cardholders”.

Parties who do not fall within the definition of Cardholders outlined above (for example, but not limited to: travel agencies, tour operators, retailers in general) are not permitted to participate in the Rewards Programme.

### **Art. 5 - Purpose**

The purpose of the Rewards Programme is to promote the sale of train tickets (“Tickets”), season tickets (“Season tickets”) and carnets (“Carnets”) on “Frecciarossa”, “Frecciargento” and “Frecciabianca” trains, in any class or service level (hereinafter also referred to individually the “Ticket”, “Season ticket” or “Carnet”, and jointly as the “Tickets”).

The Tickets which are valid for the purposes of this Rewards Programme can be purchased from the [www.trenitalia.com](http://www.trenitalia.com) website or through the Trenitalia App, ticket offices at the stations, the FRECCIALounges/FRECCIAClubs, Trenitalia travel agencies, the Trenitalia Call Centre (by calling 892021, a premium-rate number, all costs to be borne by the customer as specifically indicated in Article 8 below) and the self-service ticket machines serving the national rail network.

### **Art. 6 - Duration**

The Rewards Programme is valid from 1 June 2022 until 31 December 2025 (i.e. the points collection period, hereinafter referred to as the “Promotional Period”), with any possible extensions to be announced in a timely manner.

Points earned during the Promotional Period may be used by Cardholders to claim rewards from 16 June 2022 to no later than 28 February 2026.

## **Art. 7 - Geographical area covered**

The Rewards Programme is valid throughout the Italian national territory and the Republic of San Marino (hereinafter the “Territory”).

## **Art. 8 - General description**

The Rewards Programme is a points-based promotional initiative aimed at Cardholders, which allows them to:

- accumulate points through the purchase of Tickets;
- accumulate points as a result of specific agreements between the Promoter and other partner companies as detailed on the [www.trenitalia.com](http://www.trenitalia.com) website.

These Regulations govern the procedures for signing up to and participating in the Rewards Programme.

The Promoter reserves the right to modify the procedures for signing up to and participating in the Rewards Programme, in whole or in part and at any time, without prejudice to the rights acquired by the Cardholders, while respecting their equal treatment and observing the relevant legislation.

For further information regarding the Rewards Programme, or for any clarification on these Regulations, you can visit the website [www.trenitalia.com](http://www.trenitalia.com) or call the Trenitalia Call Centre at 892021 (costs as at the date these Regulations became valid: from a landline, call set-up fee of 30.5 euro cents including VAT and cost per minute of 54.9 euro cents including VAT; from a mobile phone, costs will vary according to your tariff plan and mobile network service provider. The Promoter reserves the right to change these rates at any time, with adequate notice given to its customers).

## **Art. 9 - Conditions and Sign-up Procedure**

Participation in the Rewards Programme is governed by these Regulations and entails the Cardholder’s full and unconditional acceptance of the rules and clauses contained herein, without reservation and/or limitation, upon signing up to the Rewards Programme.

Participation in the Rewards Programme is subject to full and timely compliance with all the terms, clauses and conditions set out in these Regulations, without reservation and/or exception.

Participation in the Rewards Programme is necessarily subject to holding one of the Cards issued by the Promoter.

Sign-up must take place through the following channels:

- filling out the special form in the “CartaFRECCIA” section of the [www.trenitalia.com](http://www.trenitalia.com) website;
- at the customer service offices or counters located in certain train stations, and/or at ticket offices in all other cases;
- filling out the special form on the Trenitalia App;
- through Travel Agencies participating in the Rewards Programme.

Details on how to obtain the Cards and the specific features of each are available on the [www.trenitalia.com](http://www.trenitalia.com) website, in the special section regarding the Cards themselves.

The Card is personal, non-transferable, and may only be used by the Cardholder whose name it bears.

Sign-up must be done in the Cardholder’s name; therefore, having viewed the personal data processing policy, the latter shall provide their personal data and is responsible for communicating any changes thereto via the website [www.trenitalia.com](http://www.trenitalia.com).

The Cardholder guarantees the accuracy and truthfulness of all information provided to the Promoter and is solely and entirely responsible for this information.

In the event of improper use of the Cards, in particular as regards points earned for journeys made by a person other than the Cardholder (see Article 10, paragraph 2 below), the Promoter reserves the right to cancel the latter's membership of the Rewards Programme at any time, with the resulting loss of all accumulated points, as well as to take any type of action and/or measure (for example but not limited to the suspension of the Card) to protect its own rights, interests and entitlements.

The Cardholder can request withdrawal from the Rewards Programme at any time through the "Cancel membership" section of the Customer Area on the [www.trenitalia.com](http://www.trenitalia.com) website. The Cardholder has the right to withdraw from the Rewards Programme immediately, or at the beginning of the next CartaFRECCIA programme. Withdrawal from the Rewards Programme will not affect registration on the [www.trenitalia.com](http://www.trenitalia.com) website, which will remain active.

Upon immediate withdrawal from the Rewards Programme, if no reward is claimed beforehand, the points accumulated up to that point will be lost.

Any action taken by the Cardholder in the period prior to his/her signing up to the Rewards Programme, which might otherwise be deemed reward-earning, shall be excluded from contributing to the accumulation of points.

#### Art. 10 - Accumulation of points

All Cardholders, starting from the date they sign up for the Rewards Programme, will accumulate points according to the parameters and methods set out in Table 1 below.

TABLE 1

Method	Points
For every euro (€1.00), including VAT, spent on the purchase of Tickets on domestic routes, valid for journeys with the following categories of train: <ul style="list-style-type: none"><li>• Frecciarossa</li><li>• Frecciargento</li><li>• Frecciabianca</li><li>• Freccialink</li></ul>	1
For every euro (€1.00), including VAT, spent on the purchase of Tickets on domestic routes, valid for journeys with the following categories of train: <ul style="list-style-type: none"><li>• Eurocity (only for journeys within the Italian national territory)</li><li>• Euronight (only for journeys within the Italian national territory)</li></ul>	1

Only journeys made by the Cardholder on the trains indicated in the table above operated by Trenitalia S.p.A. entitle the Cardholder to earn points.

Points credited in relation to journeys made by any person other than the Cardholder will be cancelled. In such cases, the Promoter reserves the right to suspend or cancel the Cardholder's membership of the Rewards Programme at any time and at its sole discretion, with the resulting loss of all accumulated points, and/or to take any measure it deems appropriate in order to protect its own rights, interests and entitlements.

Journeys on trains not expressly indicated in the table above do not entitle the Cardholder to earn points.

In addition, the following types of tickets are not eligible to earn points:

- ticket changes and tickets purchased on board the train;
- tickets purchased through channels other than the following: [www.trenitalia.com](http://www.trenitalia.com), Trenitalia ticket offices, the FrecciaLounges, the FrecciaClubs, the Self-Service ticket machines serving the national rail network, Trenitalia travel agencies, the Trenitalia App, the Trenitalia Call Centre;
- tickets relating to promotional offers, unless otherwise indicated in the terms and conditions of sale for the offer in question;
- right-to-board tickets, “Tutto Treno” cards and similar;
- tickets for international travel, unless otherwise indicated on the [www.trenitalia.com](http://www.trenitalia.com) website;
- tickets not used by the Cardholder, even if they were purchased by the Cardholder.

In order for the points to be credited, the Cardholder must provide the Promoter with the personal code of his/her Card when purchasing the Tickets, in the specific manner required by the various sales channels, and must check that the code is correctly indicated on the Tickets.

The Trenitalia staff in charge of inspection will verify that the personal code indicated on the ticket perfectly matches the one shown on the Card. The Cardholder is required to carry his/her Card with him/her, whether that be in the provisional paper version or digital format or as a photograph of the original (provided both the name and surname of the Cardholder and his/her personal code are legible), during their entire train journey.

Furthermore, Trenitalia staff have the right to confirm the identity of the Cardholder by requesting to see a valid form of personal identification. Pursuant to the General Conditions of Carriage, Trenitalia staff in charge of inspection may also verify whether the Ticket has been issued in accordance with the regulations stipulated herein.

The Promoter reserves the right to verify, at any time, that the accumulation of points and the related points balance comply with the Reward Programme Regulations and any provisions relating thereto and, in the event of non-adherent and/or non-compliant conduct, to take any type of action and/or measure (for example, but not limited to, suspension of the Card, removal from the Rewards Programme, cancellation of points) for its own protection.

Further checks may be carried out when a rewards request is made.

Points are only made available for a rewards request after the date the journey has taken place, within 3 (three) days of the date the journey has taken place, even in cases where the points are credited before the journey itself is made.

The sum of the available points that can be used to request rewards, net of the points used, is referred to as the “Rewards Points Balance”.

Conversely, the “Total Points Balance” is the sum of the Rewards Points Balance and the points relating to journeys that have been purchased but not yet undertaken, and once again net of the points used.

By accessing the Customer Area on the [www.trenitalia.com](http://www.trenitalia.com) website, the Cardholder will be able to view both their “Total Points Balance” and their “Rewards Points Balance”.

If points have still not been credited after 3 (three) days from the date of the journey taken, despite the fact that the CartaFreccia code has been correctly indicated on the Ticket, it is possible to request assistance in the Customer Area on the [www.trenitalia.com](http://www.trenitalia.com) website.

Only Freccie, Eurocity and Euronight tickets bearing the name and surname of the Cardholder, and for which the CartaFreccia code was omitted at the time of purchase, can be retrieved after purchase in order to credit points to the Cardholder’s account. The Cardholder themselves can retrieve points connected to such Tickets through the “Retrieve Points” section of their Customer Area on the website [www.trenitalia.com](http://www.trenitalia.com), within 30 (thirty) days of purchase.

The ticket stubs of the purchased Tickets must be kept until the points are credited by Trenitalia.

In the event that a Cardholder requests a full or partial refund for a Ticket, the aforementioned refund, whether partial or in full, will result in the cancellation of all points credited due to the purchase of the Ticket which was subsequently refunded.

At certain times during the Rewards Programme, the Promoter may launch limited-time promotional initiatives offering more favourable conditions for accumulating points (e.g. awarding double or additional points for certain reward-earning activities). These will be duly communicated, as and when required, to the Cardholders involved through the [www.trenitalia.com](http://www.trenitalia.com) website and by all other means deemed appropriate.

During the course of the Rewards Programme, the Promoter also reserves the right to establish new and/or additional reward-earning activities, in addition to those indicated above, including for limited periods of time. Cardholders will be duly notified of these in the same manner and by the same means used for the publication of these Regulations, with specific indication of the points in question, the duration, and the Promoter's methods of acquiring data (automatically or upon their being uploaded by the Cardholder concerned).

It is understood that, with the exception of any periods of time expressly indicated in the relevant communications, the terms and conditions in these Regulations shall be exclusively valid for the allocation of points.

Any points earned are valid for requesting rewards no later than 28 February 2026, and they cannot be converted into cash in any way.

#### **Art. 11 – Benefits and points offered by Partners**

The Promoter may establish specific agreements for participation in the Rewards Programme with Partner companies, which involve the crediting of points:

- for the purchase of goods and/or services from Partner companies;
- in exchange for a portion of points accrued in the specific loyalty programme of Partner companies (so-called points exchange).

The Cardholder will be responsible for communicating his/her personal Card code to these Partners at the time of purchase or requesting the points exchange.

Points relating to these initiatives can be credited up to 75 (seventy-five) days after the initiative itself. If the points are not credited, it is necessary to contact the customer service department of the concerned Partner directly, which will process the personal data provided as an Independent Data Controller.

The points credited under these initiatives will be subject to the same terms and conditions (duration, usability, etc.) as the points normally credited by the Promoter.

Rewards Programme Partners are solely responsible for the terms and conditions under which points are credited.

The Cardholder is required to verify the terms and conditions that apply in each case with the Partners themselves. Trenitalia accepts no responsibility for the services and products offered by its Partners.

The complete, up-to-date list of all Partner companies and their respective methods for earning points is available at the following address:

[https://www.trenitalia.com/it/cartaFRECCIA/guadagna\\_punti\\_conipartner.html](https://www.trenitalia.com/it/cartaFRECCIA/guadagna_punti_conipartner.html).

#### **Art. 12 - Validity and use of points**

All points accumulated can be used by the Cardholder to request the rewards in the catalogue referred to in Appendix 1 to these Regulations, which can be consulted on the [www.trenitalia.com](http://www.trenitalia.com) website.

Upon reaching the required amount of points, the Cardholder will be entitled to request their chosen railway reward in the following ways:

- by calling the Trenitalia Call Centre: the Cardholder shall provide the operator with the data necessary for their identification, which shall be processed in accordance with the contents of the personal data protection policy viewed during sign-up. The Cardholder shall then request the reward they are interested in,

the operator shall check their entitlement to the reward, and proceed to issue it;

- by accessing the [www.trenitalia.com](http://www.trenitalia.com) website: once the registered Cardholder has entered their Customer Area, they will be able to request a railway reward based on their points balance. Following the request, an email will be sent to the address indicated at the time of signing up to the Rewards Programme, containing all the information required to take advantage of the requested railway reward;
- by accessing the Cartafreccia section on the Trenitalia App: once the registered Cardholder has logged in to the dedicated section, they will be able to request a railway reward based on their points balance. Following the request, an email will be sent to the address indicated at the time of signing up to the Rewards Programme, containing all the information required to take advantage of the requested railway reward;
- at the FRECCIALounges and FRECCIAClubs, exclusively for Cardholders who have the right to access these areas, with the help of Trenitalia staff;
- at the dedicated help desks at authorised Trenitalia ticket offices.

Railway rewards are non-transferable and can be used by either the Cardholder or a third party, whose name must be entered at the time the reward is issued, with the exception of the upgrade reward, which can only be used by the Cardholder personally.

Once the railway reward has been issued, no modifications or changes of any kind may be made, nor shall it be possible to request a refund, unless otherwise expressly indicated.

Only in the event of a delay in the arrival of the train used with the train ticket/railway reward will a refund will be issued by re-crediting the points in the following percentage:

- 25% of the points used for the reward request for a delay of between 30 and 119 minutes;
- 50% of the points used for the reward request for a delay of at least 120 minutes. Re-

crediting of points is not permitted for Freccie Gift Cards.

Points refunds can be requested starting from 24 hours after the journey and up to 12 (twelve) months after the date on which the delay occurred, exclusively by launching a Request for Assistance through the "CartaFRECCIA Assistance" section in the Customer Area on the [www.trenitalia.com](http://www.trenitalia.com) website.

A bonus in the amount of 25% of the points used to request the reward shall also be granted, via the same request method, in the event that the air-conditioning system is completely non-functional in the coach where the passenger is seated, and if it is not possible for the Cardholder to move to a seat in another carriage of the same or higher class or service level. The Cardholder loses the right to be issued with the aforementioned bonus if they refuse an available seat offered to them in another carriage of the same or higher class or service level.

If the conditions for points to be refunded both due to a delay and due to non-functional air-conditioning are met for the same journey, the two benefits cannot be combined. Therefore, the Cardholder is only entitled to the re-crediting of points due to the delay.

In both cases, the points will be credited to the CartaFreccia collection of points in progress at the time of the refund.

Stolen and/or expired railway rewards cannot be reissued and the Cardholder will lose the right to the related journey.

In the event that the Cardholder is unable to use the reward, he/she shall not be entitled to the payment of any sum of money.

In the event that the Promoter reserves the right to introduce further rewards, gifts and services (not necessarily linked to the Promoter), the Cardholder may request these by accessing the [www.trenitalia.com](http://www.trenitalia.com) website; once the registered Cardholder has accessed their Customer Area, they will be able to request their chosen reward based on their points balance.

The rewards will be available from 16 June 2022 and no later than 28 February 2026.

All points accumulated and not used by 28 February 2026 will be automatically deleted, as shall all the accumulated and unused points associated with the accounts of Cardholders who request withdrawal from the Rewards Programme. In the event of withdrawal and subsequent re-registration for the Rewards Programme, any points accumulated and not used before withdrawal cannot be recovered. The Cardholder will be able to accumulate points again starting from the date of re-registration for the Rewards Programme; there shall be no retroactive validation of points accumulated from withdrawal to re-registration.

### **Art. 13 - Rewards**

The points accumulated during the Promotional Period can be used from 16 June 2022 and no later than 28 February 2026 to request the rewards offered by the Promoter, which consist of train tickets or other Trenitalia services (the “railway rewards” referred to above), as listed in the catalogue valid at the time when the reward is being claimed, which is published on the [www.trenitalia.com](http://www.trenitalia.com) website and included as an appendix to these Regulations. The use and availability of reward tickets may be subject to restrictions, on certain days of the week and for certain routes; restrictions on the availability of reward tickets will be communicated in advance on the [www.trenitalia.com](http://www.trenitalia.com) website. For the regulation of railway rewards, the terms and conditions stipulated in Trenitalia’s General Conditions of Carriage for Passengers shall, in any event, apply.

To supplement and diversify the rewards, new and/or different products and/or services may be added during the course of the Rewards Programme, including for limited periods only, which shall be duly communicated on the [www.trenitalia.com](http://www.trenitalia.com) website.

Following all requests, once the Cardholder’s position and, more generally, the existence of the requirements set out in these Regulations have been verified, the reward will be sent to the physical address — within the Italian national territory and/or the Republic of San Marino — and/or, in the case of digital rewards, to the email address which has/have been indicated by the Cardholder when requesting the reward.

Once the reward order has been confirmed, the request can no longer be cancelled or swapped, nor will it be possible to alter the addresses indicated during the order stage for the delivery of the reward.

Rewards shall be delivered free of charge within 180 days from the date of the request, according to the terms of Italian Presidential Decree No. 430/2001 (art.1 paragraph 3).

In the event of a dispute between the Cardholder and the Promoter, the latter reserves the right to suspend the awarding of any prize(s) requested until the dispute in question is definitively resolved.

### Notes on rewards

- The Cardholder may not, under any circumstances or for any reason, request the cash value of the reward claimed or its exchange/substitution. However, in the event that the Promoter is unable to deliver the reward in question due to unforeseen circumstances beyond its control, it reserves the right to substitute the announced rewards with rewards of similar or superior characteristics, of the same brand and/or of a different brand. The manufacturers’ warranties apply to these products.
- The Promoter cannot under any circumstances be held liable for any problems which arise during use of the rewards, or for their improper use by the Cardholders.
- The Promoter shall not be involved in any dispute that may arise between the recipient of a Reward and the supplier of the Reward or any other third party in relation to the use/operation of the Reward and/or part of it.
- Unless there are unforeseen events and/or organisational disruptions beyond the control of the

Promoter which may in some way prevent absolute compliance with the terms and conditions established above, the Promoter shall endeavour to deliver the rewards, if available, as soon as possible from the date of request to the Cardholder who made the request, and in any event within the terms set out in Italian Presidential Decree no. 430/2001 (art. 1 paragraph 3).

- The photographic images are representative of the rewards.

#### **Art. 14 – Prize pool and deposit**

To guarantee the promised rewards, a security deposit (insurance or bank) will be made with stamp duty or bank deposit equal to 20% of the value of the prize pool. Since the value of the Prize Pool is expected to be €2,500,000 (two million, five hundred thousand euro) (excluding VAT), the deposit will be €500,000 (five hundred thousand euro), subject to final adjustment, expiring on 28 February 2027 having as its beneficiary:

MINISTRY OF ECONOMIC DEVELOPMENT

Dipartimento per l'Impresa e l'Internazionalizzazione

DGMCCVNT – Divisione XIX - Uff. Manifestazioni a Premio

Via Molise 2 – 00187 Rome, Italy

#### **Art. 15 - Information and communication**

Advertising and publicity for the Rewards Programme shall comply with these Regulations and shall be carried out through direct communications with the Cardholders, on the [www.trenitalia.com](http://www.trenitalia.com) website, and any other forms of advertising that may be deemed useful, in compliance and accordance with Italian Presidential Decree 430/2001 as regards prize-giving events.

Any changes that may be made to these Regulations during the course of the Rewards Programme, in compliance with the rights acquired by the Cardholders, will be communicated in advance to the Cardholders using the same methods of communication with the public used for these Regulations.

The Regulations will be available on the [www.trenitalia.com](http://www.trenitalia.com) website.

#### **Art. 16 - Processing of Personal Data – Personal Data Protection Policy**

Trenitalia S.p.A., as the Data Controller, hereby informs the Intended Users that signing up to the Rewards Programme entails the processing of their personal data for the following purposes:

- a. Provision of Loyalty Cards and sending Cartafreccia Silver, Gold, Platinum or Platinum Infinity Cards to home addresses; Nature of data provision: Mandatory; Legal basis: Contractual;
- b. Provision of services connected to the Rewards Programme (e.g. accumulation of points, booking confirmation and seat number in case of purchase, customer recognition at call centres, etc.); Nature of data provision: Mandatory; Legal basis: Contractual;
- c. Registering on the website [www.trenitalia.com](http://www.trenitalia.com) in order to use the Customer Area on the website and the Trenitalia App, which allows members to take advantage of certain benefits (such as faster purchasing of favourite journeys; viewing purchase history; easily managing purchased tickets (e.g. for compensation claims); saving travelling companions; or saving an invoice profile with a specific tax code for quick retrieval of this information when you make your next purchase); Nature of data provision: Mandatory; Legal basis: Contractual;
- d. Promotional and marketing activities by Trenitalia; Nature of data provision: Optional; Legal basis: Consent granted during the registration process for the Rewards Programme or in the Customer Area;
- e. Profiling activities by Trenitalia; Nature of the provision: Optional; Legal basis: Consent granted during the registration process for the Rewards Programme or in the Customer Area;
- f. The transfer of data to Trenitalia France S.A.S to facilitate promotional and marketing activities by Trenitalia France relating to services offered by Trenitalia France or its Partners from France; Nature of the provision: Optional; Legal basis: Consent granted during the registration process



for the Rewards Programme or in the Customer Area.

Any consent given with regard to the purposes outlined in d), e) and f) may be freely withdrawn at any time, without prejudice to the lawfulness of the processing of data carried out before its withdrawal. Consent can be withdrawn by accessing your Customer Area on the website [www.trenitalia.com](http://www.trenitalia.com) (in the “Modify details” section), by writing to the following email address: [dati@trenitalia.it](mailto:dati@trenitalia.it), or by contacting the Data Protection Officer at the following email address: [protezionedati@trenitalia.it](mailto:protezionedati@trenitalia.it)

For the purposes of exercising the rights referred to in Articles 15-21 of the GDPR, the data subject may send a communication to the dedicated email address: [dati@trenitalia.it](mailto:dati@trenitalia.it), or contact the Data Protection Officer at the following email address: [protezionedati@trenitalia.it](mailto:protezionedati@trenitalia.it). The data subject has the right to lodge a complaint with the Supervisory Authority, which in Italy is the Italian Data Protection Authority.

The categories of data processed and the methods and purposes of data processing are described in the complete Policy, which is available on the [www.trenitalia.com](http://www.trenitalia.com) website in the “CartaFRECCIA” section.

#### **Art. 17: Miscellaneous**

Participation in the Rewards Programme is free of charge.

This Rewards Programme is conducted in compliance with Italian Presidential Decree No. 430/2001 and in accordance with the instructions indicated in Ministerial Circular no. 1/AMTC dated 28 March 2002 from the Ministry of Economic Development.

The Promoter reserves the right, at any time, to verify the compliance of participation in the Rewards Programme by an individual Cardholder who:

- has misused their Card;
- has violated these Regulations or engaged in conduct and behaviour that does not comply with these Regulations;
- has, in general, acted in breach of legal regulations such as to render participation in the Rewards Programme non-compliant;
- has provided false/untrue/fictitious information either at the time of signing up to the Rewards Programme and/or at any time thereafter, or has failed to update such information in the event of a change;
- has engaged in conduct that does not comply with the Regulations and/or does not comply with the law and/or the Promoter's General Conditions of Carriage;
- has engaged in conduct that does not comply with the terms and conditions for membership and use of the Cards and/or the Regulations of the FRECCIALounges and FRECCIAClubs.

During the course of the aforementioned checks, and in the event of an alleged irregularity in the Cardholder's participation, the Promoter reserves the right to take any type of action and/or measure to protect itself, including but not limited to the suspension of the Card, with all related consequences that would make it impossible for the Cardholder to enjoy the benefits related to their status (for example, but not limited to, access to the High-Speed Lounges, redemption of rewards) for as long as necessary to carry out checks on the compliance of the Cardholder's conduct with the Regulations and their related provisions.

The Promoter reserves the right to cancel the Cardholder's membership of the Rewards Programme if there is sufficient evidence to establish that the latter's conduct is aimed at illicitly obtaining points or does not comply with these Regulations, in whole or in part.

In the event of cancellation of the Cardholder's membership of the Rewards Programme, all benefits accrued by the latter will be cancelled.

Any Cardholder whose membership of the Rewards Programme has been cancelled will be precluded from re-registering for the Programme, unless the Promoter decides otherwise, at its sole and final discretion.

Under no circumstances may the Promoter be held liable for events not attributable to the Promoter that may prevent Cardholders, even temporarily, from taking part in this Rewards Programme.

The Promoter accepts no liability in the event of failure to contact Cardholders and/or non-delivery of a reward as a result of the entitled parties' having provided incorrect and/or false and/or out-of-date addresses and/or personal data, and/or due to full email inboxes and all other problems of a technical nature. The Promoter declares that all rewards awarded to entitled parties as part of this Rewards Programme, and which will be distributed during the relevant period, shall be subject to withholding taxes in accordance with Article 30 of Italian Presidential Decree No. 600/73.

For any matters not expressly dealt with in these Regulations, the Promoter defers to the provisions set out in Italian Presidential Decree No. 430/01.

Cartafreccia services may be temporarily suspended due to technical problems, maintenance, tests and/or updates. Within the scope of the Rewards Programme, the Promoter accepts no liability towards the Cardholder, nor any obligation to compensate and/or indemnify, including the re-crediting of points, as a result of any event and/or fact and/or act deriving from, or attributable to, government authorities and/or third parties and/or any event that may make it impossible and/or prevent, even if only temporarily, the ordinary operation of the Rewards Programme.