

GENERAL CONDITIONS FOR THE ISSUANCE AND USE OF THE X-GO CARD

SUMMARY

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1. THE X-GO CARD

- A. The X-GO Card (hereinafter the “Card”) is the loyalty card which grants commercial and promotional benefits (hereinafter the “Benefits”) from Trenitalia and its partners (hereinafter the “Partners”), including participation in promotional initiatives organised by Trenitalia in the form of prize-giving events pursuant to Italian Presidential Decree 430/2001 (“Prize-Giving Events”) — which include the rewards programme known as the “X-GO Programme” — and access to special commercial offers from Trenitalia or its Partners (“Offer” or “Offers”). The duration of each Offer and its terms and conditions (“T&Cs”) shall be detailed on the Website on a case-by-case basis.
- B. The Card consists of a unique personal code made available to cardholders in digital format as a QR code, as an alphanumeric code, and in any other form supported by the available technologies, at Trenitalia’s discretion. The Card may not be used in any physical medium or digital format other than those arranged and made available or authorised by Trenitalia. Cardholders may use a print-out/photograph of the Card and of their personal code solely for the purpose of showing it to Trenitalia staff during their journey, as shown in the personal customer area. Any different or altered media and formats may be rejected by Trenitalia and/or any of its Partners. The media and formats made available or authorised by Trenitalia are listed in the “X-GO Support” section of the website www.trenitalia.com (the “Website”). Some Partners may ask that the Card be displayed in a specific format, depending on the technologies which they can support, but such formats will always be among those authorised by Trenitalia.
- C. All Card types issued by Trenitalia are valid (at present there is only one type, as described above; other types and cards with other and/or different names may also be issued in the future).

2. HOW TO APPLY FOR THE X-GO CARD

- A. There is no cost to the applicant in applying for the Card.
- B. Applications must be made as follows:
 - i. by filling out the special form in the “X-GO” section of the Website;
 - ii. at the customer service offices or counters located in certain train stations, and/or at Trenitalia ticket offices in all other cases;
 - iii. by filling out the special form on the Trenitalia App;
 - iv. through authorised travel agencies.

- C. Applicants who have not yet reached 18 years of age may apply for the X-GO Card only at the customer service offices or counters located in the train stations; or, where such offices/counters are not present, at the Trenitalia ticket offices. They must also be accompanied by somebody who has parental responsibility or guardianship over them. The latter party must provide the minor's personal data, under their own exclusive responsibility, and authorise the processing thereof, in accordance with the provisions of the applicable regulations regarding the protection of personal data.
- D. Moreover, applying for the X-GO Card requires confirmation of having read the personal data protection policy, and of having read and accepted the General Conditions for the Issuance and Use of the X-Go Card (the "General Conditions").

3. HOW TO USE THE X-GO CARD

- A. Each Card is personal, non-transferable, and may exclusively be used by the cardholder whose name it bears. The Card is not a means of payment.
- B. Cardholders must use the X-GO Card correctly, carefully, and in accordance with these General Conditions as well as with the regulations for Prize-Giving Events and the T&Cs for the Offers dedicated to cardholders.
- C. The cardholder must not allow third parties to access their X-GO Card, their personal code or their access credentials (for app or website).
- D. The Card must be registered in the cardholder's own name. If a cardholder suspects unauthorised use, they must immediately notify Trenitalia's customer service. Neither Trenitalia nor its Partners shall be liable for any unauthorised use of the Card prior to receiving such notification from the cardholder. Following notification of suspicious/unauthorised use, the Card shall be blocked (meaning that the cardholder shall be unable to use it) for the length of time necessary for the due enquiries.
- E. Registration using false information constitutes a breach of these General Conditions.
- F. Customers can start to enjoy the Benefits for cardholders immediately upon acquiring a Card. Merely by way of example, these include participation in the rewards programme known as the "X-GO Programme", the regulations for which can be found in the X-GO section on the Website.
- G. Cardholders with the X-GO Card can take part in Prize-Giving Events and other promotional initiatives reserved for Cardholders, as well as taking advantage of the Offers, even if they registered for the X-GO Card subsequent to the launch of such initiatives. However, in the event that the X-GO Card is terminated, this shall also mean the cancellation of participation in all Prize-Giving Events and associated promotional initiatives.
- H. Cardholders can request the cancellation of their Card at any time through the "Cancel membership" section of the customer area. Cancellation of the X-GO Card does not entail cancellation of registration on the website. Instead, cancellation from the Website can be requested by accessing the "Site Navigation Help" section of the Website's customer area (cancellation from the website does, however, entail the automatic cancellation of the X-GO Card).
- I. Trenitalia reserves the right to verify the information provided at any time, including checking the cardholder's identity. The provision of false, incomplete and/or incorrect information, including during the registration stage, may prevent access to the Benefits. In any case, Trenitalia reserves the right to verify the actions of the Cardholder (including retroactively) and, potentially, to amend the Benefits as a result. Trenitalia also reserves the right to check compliance with the rules for participation/claiming the Benefits, without prejudice to its right to take any type of action and/or initiative to protect itself for the prevention and suppression of fraud.

- J. Moreover, Trenitalia reserves the right to refuse to credit points (where provided for as part of Prize-Giving Events) or to grant the Benefits in the event of false and/or incomplete and/or otherwise incorrect communications.
- K. Trenitalia may revoke/suspend the Card with immediate effect for just cause. Just cause includes fraudulent or otherwise abusive use of the Card or of the related personal code, breaches of the regulations of Prize-Giving Events, and breaches of the applicable laws.
- L. Trenitalia reserves the right to adopt specific guidelines to counter fraudulent or otherwise abusive behaviours, to protect consumers. The adoption of any such guidelines shall be promptly indicated within this document, with the guidelines themselves published on the Website.

4. CLAIMING THE BENEFITS OF THE CARD

- A. The Benefits granted to Cardholders shall be communicated through the Website and any additional publicity channels, in accordance with the regulations regarding the protection of personal data.
- B. The Benefits cannot be transferred to third parties.
- C. Trenitalia may make alterations or updates to these General Conditions and to the Benefits granted to Cardholders, which shall be communicated via their publication on the Website.