

REGULATIONS FOR THE “X-GO” REWARDS PROGRAMME

1. INTRODUCTION.....	1
2. PROGRAMME, PROMOTERS AND DELEGATED PARTY.....	2
3. APPLICABLE TERRITORY	2
4. DURATION	2
5. PROMOTIONAL PURPOSES AND PRODUCTS.....	2
6. PRIZE POOL AND DEPOSIT LODGED WITH THE MINISTRY	2
7. BENEFICIARIES / PARTICIPANTS.....	3
8. PARTICIPATION	3
9. GENERAL PROCEDURES FOR EARNING POINTS	3
9.1 - X-GO Points Balance	3
9.2 - General rules for earning Points from Trenitalia.....	4
9.3 - General rules for earning Points from partner companies	6
9.4 - General notes	6
10. PROCEDURES FOR CASHING IN POINTS.....	7
10.1 - Cashing in Points	7
10.2 - Rewards	7
10.2.1 Cashback.....	7
10.2.2 Changes affecting the rewards.....	9
11. COMMUNICATIONS.....	9
12. PERSONAL DATA PROCESSING - PERSONAL DATA PROTECTION POLICY.....	9
13. FRAUD.....	9
14. WITHDRAWAL OF PARTICIPANTS FROM THE PROGRAMME	10
15. SUSPENSION OR EARLY TERMINATION OF THE PROGRAMME.....	10
16. FINAL PROVISIONS.....	10

1. INTRODUCTION

- A. This document (the “X-GO Programme Regulations” or simply the “Regulations”) governs the operation of the rewards programme known as the “X-GO Programme” (hereinafter the “Programme”, the “Rewards Programme” or the “Initiative”) pursuant to Italian Presidential Decree No. 430/2001, and the conditions for participation therein, including the awarding of X-GO points (hereinafter the “Points”) which Programme Participants can use to request the rewards on offer at any given time, as indicated in art. 10.2 below, in accordance with the contents of the following articles of these Regulations.
- B. A copy of these Regulations is available on the website www.trenitalia.com (hereinafter also referred to simply as the “Website”).
- C. Trenitalia S.p.A., as the Promoter of the Programme, 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 Programme Participants, respecting their equal treatment and observing the relevant legislation.

Participants shall be notified of any modifications by means of amendments to these Regulations.

- D. For any matters not expressly provided for in these Regulations, please refer to Italian Presidential Decree No. 430 of 2001, which contains “Regulations concerning the comprehensive revision of standards governing competitions, reward programmes and local draws pursuant to art. 19. paragraph 4 of Italian Law no. 449 of 27 December 1997”.

2. PROGRAMME, PROMOTERS AND DELEGATED PARTY

- A. The Rewards Programme is named the “X-GO Programme”.
- B. Trenitalia S.p.A., with registered office in Piazza della Croce Rossa no. 1, 00161, Rome (RM), Italy, Tax Code and VAT No. 05403151003, is the Programme Promoter (hereinafter the “Promoter” or “Trenitalia”).
- C. During the course of the Programme, other partner companies may join in the Programme as associated promoters, potentially for limited periods of time. Unless otherwise indicated, the participation of each associated promoter shall be valid for the entire duration of the Programme, starting from the time when they join the Programme itself. The up-to-date version of the Regulations with a list of all the associated promoters at any given time shall, in any case, be available at all times on the Website and kept on file at Trenitalia’s registered office.
- D. Jakala S.p.A. S.B., with registered office in Corso di Porta Romana no. 15, 20122, Milan (MI), Italy, Tax Code and VAT No. 08462130967, is the party which has been delegated by Trenitalia (hereinafter also referred to simply as the “Delegated Party”).

3. APPLICABLE TERRITORY

The Rewards Programme applies throughout the Italian national territory and in the territory of the Republic of San Marino (jointly referred to hereinafter as the “Applicable Territory”).

4. DURATION

- A. The Rewards Programme shall be valid from 1 January 2025 to 31 December 2025, with an extension until 31 December 2026, and with any further possible extensions to be communicated in a timely manner to the Ministry of Enterprises and Made in Italy. Participants in the Programme shall also be duly notified of such extensions by means of amendments to these Regulations.
- B. Points may be earned throughout the period of validity indicated in the previous point (Art. 4.A).
- C. Points may be cashed in to request rewards starting from 1 February 2025 until 31 January 2026, with an extension until 28 February 2027, without prejudice to any further extensions to the Programme and in accordance with the procedures and deadlines for earning points indicated in art. 9 [“GENERAL PROCEDURES FOR EARNING POINTS”](#) below. The methods for cashing in the Points are indicated in art. 10 of these Regulations, [“PROCEDURES FOR SPENDING POINTS”](#).
- D. At the end of the Programme, the Points will automatically cease to be valid and can no longer be used.

5. PROMOTIONAL PURPOSES AND PRODUCTS

The purpose of the Rewards Programme is to promote sales of train tickets, season tickets and carnets (hereinafter also referred to jointly as the “Tickets”) for Trenitalia’s “Regional” and “Intercity” services, in any class or service level.

6. PRIZE POOL AND DEPOSIT LODGED WITH THE MINISTRY

The estimated total value of the rewards to be disbursed, calculated in accordance with and for the purposes of art. 7 of Italian Presidential Decree No. 430/2001, is €500,000.00 (excluding VAT). Based on this estimate, and without prejudice to the possibility of any modifications, an adequate security deposit with stamp duty in the form of a €100,000.00 bank guarantee has been made pursuant to art. 7, paragraph 1, letter b) of the aforementioned Presidential Decree, expiring on 31 January 2027, extended until 31 March 2028, and having as its beneficiary:

MINISTRY OF ENTERPRISES AND MADE IN ITALY, MARKET AND

PROTECTION DEPARTMENT

DIRECTORATE GENERAL FOR MARKET AND CONSUMERS - DIV. VII NATIONAL COUNCIL OF CONSUMERS AND USERS (CNCU), LIST OF CONSUMER ASSOCIATIONS

PRIZE-GIVING EVENTS VIA

MOLISE, 2 - 00187 - ROME,

ITALY

7. BENEFICIARIES / PARTICIPANTS

- A. The Rewards Programme is aimed at all natural persons who hold an X-GO Card, as defined by the General Conditions for the Issuance and Use of the X-GO Card, which can be checked in the X-GO section of the Website (hereinafter, the “Beneficiaries” or “Participants” and, individually, the “Beneficiary” or “Participant”).
- B. As indicated in the General Conditions for the Issuance and Use of the X-GO Card, an X-GO Card can be requested by those resident and/or domiciled in the Applicable Territory and, from 17 May 2025, by those resident and/or domiciled anywhere in the world, through the following channels:
 - by filling out the special form in the “X-GO” section of the Website;
 - at the customer service offices or counters located in certain train stations, and/or at Trenitalia ticket offices in all other cases;
 - by filling out the special form on the Trenitalia App (hereinafter the “App”);
 - through authorised travel agencies.
- C. Applicants under 18 years of age may only apply for the X-GO Card 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. Applying for the X-GO Card requires confirmation of having read the personal data protection policy.
- E. Every X-GO Card is non-transferable and specific to the named Cardholder, who must provide their personal data after viewing the aforementioned policy. The Cardholder is also responsible for communicating any changes to said data via the customer area of the Website, or as indicated in the personal data protection policy. X-GO Card applicants are solely and entirely responsible for guaranteeing the accuracy and truthfulness of all information provided to Trenitalia.
- F. The Promoter reserves the right to expand participation in the initiative to holders of other types of X-GO Cards which may be issued at various times. Due notice of such shall be given by means of amendments to these Regulations.
- G. Those who do not meet the definition of Participant may not take part in the Programme.

8. PARTICIPATION

- A. Participation in the Programme does not entail any cost to the Participants.
- B. All X-GO Cardholders are automatically included in the Programme.
- C. Participation in the Programme requires the full and unconditional acceptance of these Regulations, with no reservations and/or exceptions.

9. GENERAL PROCEDURES FOR EARNING POINTS

9.1- X-GO Points Balance

- A. The Points awarded shall accumulate, as provided for in these Regulations, within the dedicated “Points Balance” section of each Participant’s customer area on the Website. Participants can check their up-to-date Points Balance at any time in their personal customer area of the Website and of the App, subject to their authentication on those platforms.
- B. Total available Points, net of the Points used, can always be checked in the dedicated “Points Balance” section.

- C. The “Total Points Balance” is the sum of the “Available Points Balance” and the Points from Tickets that have been purchased but not yet used, net of the Points used.
- D. By accessing their personal customer area on the Website or the App, Participants will be able to view both their “Total Points Balance” and their “Available Points Balance”.

9.2 - General rules for earning Points from Trenitalia

- A. All Participants earn Points as shown in Table 1 below. TABLE 1

Method	Points
<p>For every euro (€1.00), including VAT, spent on the purchase of Tickets for Trenitalia transport services on domestic routes, valid for journeys with the following categories of train:</p> <ul style="list-style-type: none"> - Intercity and Intercity Notte - Regional 	2 Points

- B. Points credited for any journeys made by a person other than the X-GO Cardholder will be cancelled. The same rule will apply to anybody on board the train who is unable to show Trenitalia staff a valid ID document upon request. In such cases, the Promoter reserves the right to suspend and/or cancel the validity of the X-GO Card at its absolute discretion, thereby terminating the Participant’s adherence to the Programme and cancelling any Points earned, and/or to take any measure it deems appropriate in order to protect its own rights, interests and entitlements.
- C. Points may only be earned on Tickets for the Trenitalia services indicated in Table 1 and purchased through the following sales channels:
 - the Website;
 - the physical ticket offices of Trenitalia, Ferrovie del Sud Est e Servizi automobilistici S.r.l., Trenord S.r.l., and Trenitalia Tper s.c.a.r.l.;
 - the FRECCIALounges and FRECCIAClubs;
 - the Trenitalia Self-Service ticket machines;
 - authorised travel agencies;
 - the App;
 - the Trenitalia Call Centre.

The above should be understood as an exhaustive list.

- D. Points will only be credited if the personal code for the X-GO Card linked to the name of the person who will travel using the purchased Ticket has been provided during the purchase stage. **E. Points are not earned for the following:**
 - Tickets purchased through sales channels other than those indicated above;
 - Tickets for regional railway services whose origin and destination are both within the Region of Lombardy or Emilia-Romagna or the Autonomous Province of Trento or Bolzano;
 - Tickets for inter-regional railway services whose origin or destination are within Lombardy, EmiliaRomagna, or the Autonomous Province of Trento or Bolzano;
 - Tickets for services provided by other businesses such as, merely by way of non-exhaustive example, Ferrovie del Sud Est e Servizi automobilistici S.r.l., Trenord S.r.l. and Trenitalia Tper s.c.a.r.l.;
 - Tickets which involve the purchase not only of a Regional service, but also of a ticket for another carrier (e.g. buses/ferries), with the exception of those specific cases which will be explained at the purchase

stage on a case-by-case basis (in such situations, Points will only be earned based on the cost of the Regional Ticket);

- all integrated regional fares (the “*Tariffe 41*” fares);
 - ticket changes made on board trains;
 - Tickets purchased on board trains;
 - right-to-board Tickets;
 - “Tutto Treno” cards and similar;
 - Tickets for Eurocity and Euronight trains;
 - Tickets for Frecciarossa, Frecciargento and Frecciabianca trains and for the Freccialinks;
 - Tickets with group offers;
 - Tickets used by anybody other than the X-GO Cardholder, even if they were purchased by the Cardholder themselves;
 - free Tickets and supplements;
 - the Global Pass.
- F. In order to earn Points, Participants must provide the personal code for the X-GO Card when purchasing the Ticket, in the specific manner required by the various sales channels (as specified in the FAQ published in the “X-GO” section of the Website), and must check that this code is correctly indicated on the Ticket.
- G. The Trenitalia staff in charge of inspections on board the train may check that the personal code for the X-GO Card indicated on the Ticket perfectly matches that shown in digital format in the Participant’s personal customer area of the Website. In fact, the Participant is required to keep their personal code with them throughout the entire journey, for the purpose of showing it to the Trenitalia staff, either in digital format or as a print-out/photograph, analogue or digital, as long as both the name and surname of the Participant and their personal code are legible.
- H. Furthermore, Trenitalia staff have the right to confirm the identity of the Participant by visually inspecting a valid ID document. Pursuant to Trenitalia’s General Conditions of Carriage for Passengers, the Trenitalia staff in charge of inspections on board the train shall also check that the Ticket has been issued in accordance with the regulations stipulated therein.
- I. Points shall be available to request rewards, as described in art. 10.2 below of these Regulations, only after the date on which the journey took place, and in any case within 3 (three) days of that date, even in cases where the points are credited before the journey itself is made. Points from the purchase of Trenitalia season tickets or carnets shall be available to request rewards within 3 (three) days of purchasing the season ticket/carnet itself.
- J. If the Points have not been credited once 3 (three) days have passed from the date of the journey or the date on which the Trenitalia season ticket/carnet was purchased, despite the personal code for the X-GO Card being correctly indicated on the Ticket, help can be sought from the personal customer area within the “X-GO Assistance” section of the Website.
- K. If the personal code for the X-GO Card has been omitted during the stage of purchasing Tickets, the related Points can later be retrieved and credited exclusively for Tickets for Regional, Intercity and Intercity Notte trains showing the name and surname of the Participant, and provided that the purchase was made after the Cardholder’s receipt of their X-GO Card and during the Programme’s period of validity. Participants may retrieve their Points through the “X-GO Assistance” section of the Website, in the personal customer area, within 30 (thirty) days of purchasing the Ticket. Purchased Tickets must be kept until the Points are credited by Trenitalia.
- L. In the event that a Participant 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.

9.3- General rules for earning Points from partner companies

- A. During the course of the Programme, Points may be earned as a result of specific agreements between the Promoter and its partner Companies (hereinafter referred to collectively as the “Partners”, or individually as the “Partner”), potentially for limited periods of time, as indicated in more detail on the website www.trenitalia.com.
- A. Points earned through Partners may be credited:
- for the purchase of certain goods and/or services from the Partners;
 - through a points exchange, by swapping a certain amount of points from the Partner’s own specific loyalty programme;
- as described on the Website on a case-by-case basis, and by means of amendments to these Regulations when a new Partner is added.
- B. Participants will be responsible for communicating the personal code for their X-GO Card to the Partners at the time of purchase or when requesting the points exchange.
- C. Points relating to these initiatives can be credited up to 120 (one hundred and twenty) days after the action which entitled the Participant to earn Points as part of the initiative. 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.
- D. 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.
- E. Each Rewards Programme Partner is solely responsible for the terms and conditions under which Points are credited.
- F. The Participant is required to verify the terms and conditions that apply to the initiative with the Partner themselves.
- G. Trenitalia accepts no responsibility for the services and products offered by its Partners.
- H. Participants will be duly notified of any new Partners joining this Rewards Programme through the same means and methods used to publish these Regulations, in accordance with the applicable legislation on personal data protection, with details provided on the Points which can be earned and the terms and conditions of the initiative.

9.4- General notes

- A. The Promoter reserves the right to verify, at any time, that the accumulation of Points and the Points Balance comply with these Regulations and, in the event of non-adherent and/or non-compliant conduct, to take any type of action and/or measure for its own protection (for example, but not limited to, cancellation of the Points, suspension and/or cancellation of the X-GO Card and, as a result, removal of the Participant from the Programme).
- B. At certain times during the Rewards Programme, the Promoter may offer more favourable conditions for participation, in some cases awarding double or additional Points during specific promotional and/or marketing activities, which may be of limited duration. These will be added to these Regulations as and when required, and announced through the Website as well as through all other means deemed appropriate, while respecting the applicable legislation on personal data protection.
- C. The Promoter also reserves the right to establish additional mechanisms for awarding Points, which will be added to these Regulations as and when required and announced to Participants on a case-by-case basis, in good time and through appropriate means, while respecting the applicable legislation on personal data protection.
- D. It is understood that, outside of any periods of time expressly indicated in the aforesaid communications, only the methods indicated in these Regulations for awarding Points shall be valid.

10. PROCEDURES FOR CASHING IN POINTS

10.1 - Cashing in Points

- A. Points can be cashed in from 1 February 2025 and until the date indicated in art. 4 [“DURATION”](#). Cashing in Points is subject to due verification of the Participant’s identity through the methods established by Trenitalia. B. Any Points which have not been used within the deadlines indicated in art. 4 will be automatically reset.
- C. Participants can cash in Points to request the rewards on offer, as indicated in art 10.2.
- D. The Points cannot be converted into cash in any manner, nor can they be sold and/or transferred to third parties in any form.
- E. In the event of a dispute between the Participant and the Promoter, the latter reserves the right to suspend the awarding of any reward(s) requested until such time as the dispute in question is definitively resolved.
- F. New and/or different products and/or services may be added to supplement and diversify the rewards on offer over the course of the Initiative, potentially for limited periods of time. These will be added to these Regulations as and when required and announced to Participants on a case-by-case basis, in good time and through appropriate means, while respecting the applicable legislation on personal data protection.

10.2- Rewards

10.2.1 Cashback

- A. All Points earned can be used by the Participant to request a discount (hereinafter referred to as “cashback”) in the amount of €3.00 (three euro and zero cents) for every 150 (one hundred and fifty) Points earned. These can be used equally to purchase Tickets for Trenitalia’s Regional or Intercity/Intercity Notte trains, without prejudice to the contents of the points below.
- B. The Points earned can be converted into cashback and used to purchase Tickets up to the final deadline for requesting rewards (indicated in art. 4 [“DURATION”](#)), including for journeys to be made at a later date.
- C. Once the minimum amount of Points required to request cashback has been reached, Participants must select the “X-GO cashback” option (or ask the operator at the ticket office or in the FRECCIAClub/FRECCIALounge to select it) and indicate the Points to be converted before paying.
- D. Cashback can be requested exclusively for purchases of Trenitalia Tickets made through the following channels:
- the Website;
 - the App;
 - the physical ticket offices of Trenitalia and Trenord S.r.l.;
 - the FRECCIALounges and FRECCIAClubs (for customers entitled to access them).

- E. There is no limit on the number of cashback discounts, each worth €3.00 (three euro and zero cents), that can be used to purchase a Ticket. The only restrictions consist of the Available Points Balance and the €1.00 (one euro and zero cents) minimum that must be paid for a Ticket towards which cashback has been used.
- F. Cashback can be used for the purchase of combined travel solutions, where the shopping cart contains a Ticket for a Ferrovie del Sud Est e Servizi automobilistici S.r.l., Trenord S.r.l. or Trenitalia Tper S.c.a.r.l. service, or a service provided by another carrier, in addition to the purchase of Intercity/Intercity Notte services. In such cases, the cashback can only be used towards the cost of the Intercity/Intercity Notte Ticket.
- G. Cashback cannot be used to purchase:
- Tickets for regional railway services whose origin and destination are both within the Region of Lombardy or Emilia-Romagna or the Autonomous Province of Trento or Bolzano;
 - Tickets for inter-regional railway services whose origin or destination are within Lombardy, EmiliaRomagna, or the Autonomous Province of Trento or Bolzano;
 - Tickets for services provided by other businesses such as, merely by way of non-exhaustive example, Ferrovie del Sud Est e Servizi automobilistici S.r.l., Trenord S.r.l. and Trenitalia Tper s.c.a.r.l.;
 - all integrated regional fares (the “*Tariffe 41*” fares);
 - any regional promotions, including the 3-day and 5-day *Italia in Tour* offers;
 - Regional season tickets and carnets;
 - Intercity/Intercity Notte season tickets and carnets;
 - ticket changes made on board trains;
 - Tickets purchased on board trains;
 - Tickets included under promotional offers, where indicated in the terms and conditions of sale for the specific offer;
 - right-to-board Tickets;
 - “*Tutto Treno*” cards and similar;
 - Tickets for Eurocity and Euronight trains;
 - Tickets for Frecciarossa, Frecciargento and Frecciabianca trains and for the Freccialinks;
 - Tickets with group offers;
 - Tickets purchased through sales channels other than those indicated above (such as authorised travel agencies, for example); • the Global Pass;
 - Tickets sold by Trenitalia for transport services provided by other carriers (e.g. buses/ferries).
- H. Cashback cannot be used for the purchase of combined travel solutions, where the shopping cart contains a Ticket for Frecciarossa, Frecciargento or Frecciabianca services in addition to the purchase of Trenitalia’s Intercity/Intercity Notte or Regional services.
- I. Cashback cannot be used for the purchase of combined travel solutions, where the shopping cart contains a Ticket for a Ferrovie del Sud Est e Servizi automobilistici S.r.l., Trenord S.r.l. or Trenitalia Tper S.c.a.r.l. service, or a Ticket for services provided by other carriers (e.g. buses/ferries) in addition to the purchase of Trenitalia Regional services, with the exception of those specific cases which will be explained at the purchase stage on a case-by-case basis. In such cases, the cashback can only be used towards the cost of Trenitalia’s Regional Ticket.
- J. If Participants are purchasing multiple Tickets for Intercity/Intercity Notte or Regional trains in a single transaction, they can choose which Ticket to apply the cashback to. Moreover, if there are multiple cashback discounts available, based on the Points earned, they can decide whether to use them on the same Ticket or on different ones.
- K. Cashback cannot be combined with other, different discounts and/or forms of cashback (merely by way of nonexhaustive example, the CartaFRECCIA cashback), nor with other types of vouchers.

- L. Cashback transactions can be viewed in the “X-GO” account statement present in the personal customer area on the Website and the App.
- M. Booking changes (date/time) are permitted for Intercity/Intercity Notte Tickets purchased using cashback, if provided for by the type of offer purchased.
- N. Date/time changes are permitted for Tickets for the Regional service purchased using cashback, if provided for by the type of offer purchased.
- O. If a ticket (Intercity, Intercity Notte or Regional) purchased using cashback is changed, the Points spent cannot be re-credited and the right to re-use the value of the cashback is lost. If the new ticket is more expensive, the difference between the price of the new ticket and the amount previously paid must be made up.
- P. The value of any cashback cannot be refunded or compensated. In other words, any refunds or compensation issued – where applicable – will only reflect the amount actually paid for any Ticket purchased using cashback.

10.2.2 Changes affecting the rewards

Any changes to the paragraphs concerning the rewards will be made in accordance with the applicable regulations, and promptly incorporated into the updated version of the Programme Regulations available on the Website.

11. COMMUNICATIONS

Advertising and publicity for the Rewards Programme shall comply with these Regulations and shall be carried out through direct communications with the Participants, on the Website, on the App, and through any other forms of advertising that may be deemed useful, always in compliance and in accordance with Italian Presidential Decree 430/2001 on 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 Participants, will be indicated in the updated Regulations available on the Website and communicated in advance to the Participants using the same methods of communication with the public used for these Regulations.

Communications will take place in accordance with the applicable legislation on personal data protection.

The Regulations can be viewed on the Website.

12. PERSONAL DATA PROCESSING - PERSONAL DATA PROTECTION POLICY

Trenitalia S.p.A., as the Data Controller, hereby informs Participants that applying for an X-GO Card and participating in the Rewards Programme involve the processing of personal data, for the purposes and through the methods indicated in the full policy available on the www.trenitalia.com website in the “X-GO” section and the “Personal Data Protection” section.

13. FRAUD

- A. Trenitalia reserves the right to verify the information provided by the Participant at any time, including checking their identity. Failure to provide the necessary information, or providing false information, could prevent the awarding of Points. In any case, Trenitalia reserves the right to verify operations, including retroactively, and to potentially amend the Points awarded as a result. It also reserves the right to check compliance with the rules for participation in promotions and for awarding Points, without prejudice to the provisions for the prevention and suppression of fraud.
- B. Trenitalia reserves the right to carry out all checks and enquiries necessary to investigate cases of suspected fraud or misuse related to participation in the Programme. In the event of a breach of the Regulations, and in particular of the provisions of this article and those concerning suspected fraud or misuse in the collection and/or use of the Points, as well as cases of suspected fraudulent or otherwise improper use of the X-GO Card, Trenitalia reserves the right to take any type of action and/or measure for its own protection (for example, but not limited to, the suspension and/or cancellation of the X-GO Card and of the Participant’s membership of the Programme, with immediate effect for just cause).

11

The same measure may be taken against all Trenitalia accounts that may be linked to the Participant.

- C. Trenitalia also reserves the right to refuse to credit Points in the event of false and/or incomplete and/or otherwise incorrect information being provided and, more generally, in all cases set out in letter B above.
- D. Trenitalia may adopt further guidelines or specific measures to counter fraudulent or otherwise improper conduct, to protect consumers and ensure the correct running of the Programme. The adoption of any such guidelines shall be promptly indicated within these Regulations, with the guidelines themselves published on the Website.

14. WITHDRAWAL OF PARTICIPANTS FROM THE PROGRAMME

- A. Participants can request the cancellation of their X-GO Card at any time through the “Cancel membership” section of their personal customer area on the Website. Without holding an X-GO Card, it is impossible to participate – or to continue participating – in the Rewards Programme. Participants can request the immediate cancellation of their X-GO Card or, alternatively, can ask for it to be cancelled following the end of this Rewards Programme. 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).
- B. Upon confirmation of the successful cancellation of their X-GO Card, Participants shall automatically lose all rights associated with the Rewards Programme, and all Points earned up to that point will be lost. If the Participant schedules cancellation for a later date, they shall retain the right to earn Points and request rewards under the terms set out in article 4. DURATION until such time as the cancellation takes effect.
- C. In the event of the immediate cancellation of the X-GO Card and participation in the Rewards Programme, the Points earned up to that point will be automatically lost if no reward is claimed beforehand.
- D. In the event of the voluntary cancellation of the X-GO Card and participation in the Rewards Programme, it is possible to re-register at a later time. If a new request is later made for an X-GO Card and for participation in the Rewards Programme, the collection of Points will start afresh, from scratch, from the date on which the new X-GO Card is issued. Any Points previously earned which have not been used cannot be used or retrieved in any way.
- E. No actions taken by the Participant during the period prior to their participation in the Rewards Programme (or their renewed participation, in the event of a previous cancellation) shall count in any way towards the accumulation of Points.

15. SUSPENSION OR EARLY TERMINATION OF THE PROGRAMME

- A. Trenitalia may suspend or terminate the Programme prior to the date indicated in these Regulations only for just cause, in accordance with articles 1989 et seq. of the Italian Civil Code. Participants will be informed of any early termination or suspension (with the respective consequences thereof) at least 30 (thirty) days in advance or, in the case of suspension, with as much notice as possible or, at the latest, immediately after taking effect. Trenitalia may communicate this information through the Website, at the Trenitalia Ticket Offices, or through other communications related to the Programme.
- B. In any case, in the event of the Programme’s early termination, Participants can still spend their Points within the 6 months following the end of the Programme, in accordance with the previous article. Points can no longer be spent after this deadline has passed.

16. FINAL PROVISIONS

- A. Further information and details on the Programme are available in the X-GO section of the Website.

- B. For assistance or any complaints regarding the Programme, Participants can visit the Website or, alternatively, contact Trenitalia Customer Services directly through their customer area on the App and Website. They can also ask for support from Trenitalia Ticket Offices or Service points.
- C. All rights and obligations deriving from the Programme Regulations are governed by Italian law. All disputes regarding the Programme, unless referred to the Ministry of Enterprises and Made in Italy, shall be sent to the court of legal jurisdiction.
- D. Under no circumstances can the Promoter be held liable for events outside of its control that may prevent Participants from taking part in this Rewards Programme, even temporarily.
- E. The sale of Regional and Intercity/Intercity Notte Tickets may experience temporary suspensions due to technical problems, maintenance, tests and/or updates. Within the scope of the Rewards Programme, the Promoter accepts no liability towards the Participants, nor any obligation to provide refunds and/or compensation, 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 hinder the ordinary operation of the Rewards Programme and/or make it impossible, even if only temporarily.