

## REGULATIONS FOR THE INITIATIVE NAMED “MyGNV Club”

### 1. Promoter

Grandi Navi Veloci S.p.A. (hereinafter “GNV”), with registered office at Calata Marinai d’Italia – 90146 Palermo and offices at Via Balleydier 7 – 16149 Genoa, tax code and VAT number 13217910150, registered with the Palermo Chamber of Commerce, R.E.A. (Economic and Administrative Index) No. 268303.

### 2. Type and name

Commercial initiative named “**MyGNV Club**” (hereinafter the “Initiative”).

### 3. Area

The Operation takes place within Italian territory.

The Initiative is governed by Italian law and is addressed to Participants who make purchases through GNV channels. Operability in individual countries is subject to any local mandatory rules.

### 4. Duration

The Initiative shall be valid **from 1 July 2026 to 31 March 2028** (hereinafter the “Duration”).

Prizes must be claimed and used by **31 March 2028**, subject to any extensions.

Any extensions will be promptly and fully communicated.

### 5. Recipients and Definitions

The Initiative is addressed to all final consumers, natural persons, who are GNV customers and members of the MyGNV Club fidelity card (hereinafter individually the “Participant” or collectively the “Participants”).

Excluded from the Initiative are all legal entities, professional operators, resellers and, in general, all parties that do not fall within the definition of Participants.

For the purposes of these Regulations, the terms and expressions indicated below shall have the meaning attributed to them in this article, both in the singular and the plural:

- “**Account**”: the Participant’s reserved personal area, accessible via unique credentials, which allows the management of participation in the Initiative, the consultation of accrued points and the enjoyment of the related benefits;
- “**Spending Voucher**” or “**Voucher**”: the instrument issued by GNV upon conversion of myGNV Points, usable in accordance with the terms and within the limits set out in these Regulations;
- “**Cluster**”: the combination of the Metal and Crew levels reached by the Participant, from which specific advantages and benefits derive;
- “**Initiative**” or “**Programme**”: this loyalty programme named “MyGNV Club”, governed by these Regulations;
- “**Participant**”: the natural person who registers for the Programme and participates in the Initiative in accordance with the terms set out in these Regulations;
- “**Qualifying Points**”: the Metal Points and Crew Points that determine the Participant’s level of membership in the Clusters and which cannot be converted into Spending Vouchers;
- “**myGNV Points**”: the non-qualifying points accrued by the Participant for the purpose of conversion into Spending Vouchers;
- “**QR Code**”: the unique identification code associated with the Participant and viewable in the Account, required for accruing points and enjoying the benefits;

- **“Regulations”**: this document governing the terms, conditions and methods of participation in the Initiative.

It is understood that the Programme constitutes a promotional loyalty initiative and does not grant Participants any subjective right to the continuous enjoyment of the benefits, which remain subject to the conditions set out in these Regulations.

## 6. Methods of participation

GNV organises the Initiative, which rewards Participants both with the granting of spending vouchers (consisting of GNV discounts) and with benefits of a different nature, as set out in the tables below.

The spending vouchers and benefits may be obtained by purchasing GNV Ferry tickets upon reaching the scores indicated below.

In particular, in order to take part in the Initiative, it is necessary to create one’s own account in the GNV reserved area, accessible via the website *www.gnv.it* and, by accessing the section dedicated to MyGNV Club, to accept the two checkboxes acknowledging the Regulations and the MyGNV Club privacy notice in order to complete registration.

Within the same MyGNV Club section, the Participant will view the QR Code that identifies them in the programme and which allows them, on the occasion of each purchase, to accrue a specific score. This score allows:

- obtaining the spending vouchers provided upon reaching a given threshold of myGNV Points;
- being positioned within a specific Cluster and obtaining the benefits provided for that Cluster.

At any time during the Duration, Participants may access via the internet the private web session within the website *www.gnv.it*, in the MyGNV Club section of the GNV reserved area, where they may consult the Initiative Regulations, the points generated by ticket purchases, modify their data and withdraw from the Initiative.

It is the responsibility of individual Participants to report, within a maximum of 30 (thirty) days from the date of the trip, any errors in the crediting of points, including for reasons due to incorrect entry of the personal code: otherwise the points cannot be recognised.

GNV reserves the right to temporarily or permanently suspend the Participant’s Account, as well as to revoke benefits and cancel accrued points, in the event of:

- breach of these Regulations;
- improper or fraudulent use of the Programme;
- conduct capable of altering the correct functioning of the points accrual system;
- detection of anomalies, unauthorised access, suspicious conduct or risks to the security of GNV’s IT systems;
- provision of untrue or incomplete data.

In any case, GNV retains the right to carry out the appropriate checks and to adopt any further measure deemed necessary to protect its interests.

## 7. Points system: qualifying and non-qualifying

The MyGNV Club programme is based on two types of points, distinct in function and calculation mechanism. Understanding this distinction is essential for the correct reading of the following sections.

### 7.1 Qualifying points

Qualifying points determine the Participant’s membership in the programme’s Clusters and cannot be converted into spending vouchers. They are divided into two categories:

- **Metal Points:** accrue based on the spending incurred on GNV trips. Every €1 spent equals 1 Metal Point. They determine the Metal level (Bronze / Gold / Platinum).
- **Crew Points:** accrue based on the number of trips taken with GNV. Each single leg (outbound or return) equals 1 Crew Point; a round trip therefore equals 2 Crew Points. They determine the Crew level (Sailor / Explorer / Captain).

The calculation of qualifying points is carried out on a daily basis and takes into account a time span between the current date and the 24 (twenty-four) months preceding the current date.

## 7.2 myGNV Points (non-qualifying)

myGNV Points are non-qualifying points, usable exclusively for conversion into spending vouchers according to the table in paragraph 9.1 below. Such points do not contribute to the Participant's positioning within the Clusters.

myGNV Points accrue at a rate of **1 myGNV Point for every €20** spent on GNV Ferry tickets. Each myGNV Point is worth €2 upon conversion into a spending voucher: it follows that the total value of the voucher corresponds to a 10% discount on the spending that generated it (net of any accelerators referred to in paragraph 8).

*By way of example: spending of €500 generates 25 myGNV Points, which can be converted into a spending voucher worth €50.*

GNV's determinations regarding the attribution of points and the classification of Participants in the various Clusters are to be considered final, except in the case of material error.

## 8. Methods of point accrual and accelerators

In order to accrue points, Participants must request, at the time of purchasing the travel ticket or at any time by 31 March 2028, the association of the GNV ticket with their participation account.

### 8.1 Metal level classification thresholds

Based on the total spending on GNV trips in the last 24 months, the MyGNV Club member is classified as follows:

Metal Level	Spending on GNV trips (last 24 months)	Metal Points accrued
<b>Bronze</b>	up to €1,000	up to 1,000 points
<b>Gold</b>	from €1,001 to €5,000	from 1,001 to 5,000 points
<b>Platinum</b>	over €5,000	over 5,001 points

### 8.2 Crew level classification thresholds

Based on the number of trips taken with GNV in the last 24 months, the MyGNV Club member is classified as follows:

Crew Level	Trips taken (last 24 months)	Crew Points accrued
<b>Sailor</b>	up to 4 trips	up to 4 points
<b>Explorer</b>	from 5 to 12 trips	from 5 to 12 points
<b>Captain</b>	over 13 round trips	over 13 points

Should a trip comprising only the outbound leg be taken, this shall contribute to the accrual of Crew Points in an amount equal to 1 point. Should a trip comprising outbound and return be taken, this shall contribute to the accrual of Crew Points in an amount equal to 2 points.

### 8.3 Accelerators on myGNV Points

GNV may activate, at any time and for defined periods, accelerators that increase the number of myGNV Points accrued by the Participant in response to specific purchasing behaviours or particular occasions. Such accelerators apply exclusively to myGNV Points (non-qualifying) and do not affect the calculation of qualifying points.

By way of example only and not exhaustively, accelerators may concern:

- simultaneous purchase of outbound and return in the same booking: increase in the myGNV Points accrued on that purchase;
- welcome bonus upon enrolment in the programme: attribution of a predetermined number of myGNV Points;
- birthday bonus: attribution of a predetermined number of myGNV Points in the anniversary month;
- “Refer a friend” programme: attribution of a predetermined number of myGNV Points for each new member effectively acquired;
- purchases made within defined time windows or on certain routes: percentage increase in the myGNV Points accrued on the purchase.

GNV reserves the right to introduce, modify or suspend accelerators other than those listed above within the scope of specific promotional initiatives, defining on a case-by-case basis their conditions, thresholds, duration and methods of attribution, and giving timely notice thereof to Participants via the website [www.gnv.it](http://www.gnv.it) and the MyGNV Club section of the reserved area.

#### **8.4 Cluster validity**

Participants who have reached one of the Clusters provided by 31 March 2028 shall have the right to receive the benefits described below: all benefits may be claimed and used by 31 March 2028, subject to any extensions that may be defined by GNV and communicated to all Participants.

Membership in a given Cluster shall be automatically formalised upon reaching the necessary score and shall remain in force until the end of the Duration, regardless of any use of myGNV Points to claim one or more spending vouchers.

At any time the Participant may view the specific Cluster to which they belong, by accessing the MyGNV Club section of their GNV reserved area, accessible via the website [www.gnv.it](http://www.gnv.it). Within the same MyGNV Club section the Participant will view the QR Code that identifies them and which must be used to enjoy the prizes, as specified below.

#### **8.5 Limitation of liability**

GNV cannot be held responsible for any technical malfunctions, service interruptions, system errors, delays in the registration or updating of points, or any temporary unavailability of the platform or the services connected to it.

GNV does not guarantee the constant availability of the benefits and prizes provided by these Regulations, which remain subject to availability and may vary over time.

In any case, GNV is not liable for any indirect or consequential damages or loss of opportunity resulting from the failure to enjoy the benefits or the failure to accrue points, except in the case of wilful misconduct or gross negligence.

### **9. Benefits**

#### **9.1 Spending vouchers**

Spending vouchers may be used to purchase GNV Ferry tickets. Participants may use the spending vouchers upon reaching the myGNV Points thresholds indicated below:

myGNV Points Thresholds	Spending Voucher
25 points	€50.00
50 points	€100.00
100 points	€200.00
200 points	€400.00
400 points	€800.00
600 points	€1,200.00
800 points	€1,600.00
1,000 points	€2,000.00
1,200 points	€2,400.00
1,400 points	€2,800.00

The discounted ticket will be issued by GNV, subject to verification of seat availability, and will be sent by email.

The spending voucher does not apply to any taxes due on the ticket.

Only one spending voucher may be used per ticket. Spending vouchers cannot be combined with each other and cannot be combined with other spending vouchers and/or discounts issued via coupon code.

The spending voucher may be used to purchase tickets even of an amount lower than the value of the spending voucher accrued; in such case the spending voucher shall not give rise to any change and cannot be used residually for further purchases.

It is understood that the Participant shall not be entitled to the re-crediting of points in the event of cancellation of the ticket with which they used them. Conversely, in the event of moving the trip to another day or to a different ship, or in the event of cancellation for reasons not attributable to the Participant, the points shall be recognised provided that the ticket has not been cancelled.

No extensions or re-issues of spending vouchers not used within the indicated time limits are provided.

Furthermore, the spending voucher:

- is not divisible and must be used in a single transaction;
- is not refundable or convertible into cash;
- is strictly personal;
- may not under any circumstances be transferred for consideration to third parties by Participants. GNV reserves the right to carry out the appropriate checks;
- cannot be combined with any promotional initiatives launched by GNV, unless otherwise indicated by the latter.

For all aspects relating to the ticket and transport, the regulations in force set out in GNV's "General Conditions of Passenger Carriage" shall prevail.

## 9.2 Benefits per Cluster

The benefits associated with each Cluster derive from the combination of the Metal level and the Crew level reached by the Participant. Below, for each of the nine possible combinations, the applicable benefits are described.

### 9.2.1 Bronze · Sailor Cluster

Each Participant falling within the Cluster with **Bronze Level** in the Metal levels category and **Sailor Level** in the Crew levels category shall obtain:

- 5% discount at the on-board restaurants, calculated on the total amount spent as shown on the receipt. The Participant shall be entitled to the discount each time they make a purchase at the on-board restaurant: the discount may be claimed from the moment the score required to be classified in the Sailor Level is reached and until 31 March 2028. To obtain the discount, the Participant must communicate to the on-board restaurant cashier the QR Code that the member can view, at any time, from their personal MyGNV Club area, before the receipt is issued: otherwise the discount cannot be applied.
- 5% discount at the on-board shops, calculated on the total amount spent as shown on the receipt (excluding State Monopoly goods, products sold at the Duty Free and purchases at the newsstand section). The Participant shall be entitled to the discount each time they make a purchase at one of the on-board shops: the discount may be claimed from the moment the score required to be classified in the Sailor Level is reached and until 31 March 2028. To obtain the discount, the Participant must communicate to the on-board shop cashier the QR Code that the member can view, at any time, from their personal MyGNV Club area, before the receipt is issued: otherwise the discount cannot be applied. The discount cannot be combined with any other promotions or offers available in the on-board shops.

### 9.2.2 Gold · Sailor Cluster

Each Participant falling within the Cluster with **Gold Level** in the Metal levels category and **Sailor Level** in the Crew levels category shall obtain:

- 10% discount at the on-board restaurants, calculated on the total amount spent as shown on the receipt. The Participant shall be entitled to the discount each time they make a purchase at the on-board restaurant: the discount may be claimed from the moment the score required to be classified in the Sailor Level is reached and until 31 March 2028. To obtain the discount, the Participant must communicate to the on-board restaurant cashier the QR Code that the member can view, at any time, from their personal MyGNV Club area, before the receipt is issued: otherwise the discount cannot be applied.
- 10% discount at the on-board shops, calculated on the total amount spent as shown on the receipt (excluding State Monopoly goods, products sold at the Duty Free and purchases at the newsstand section). The Participant shall be entitled to the discount each time they make a purchase at one of the on-board shops: the discount may be claimed from the moment the score required to be classified in the Sailor Level is reached and until 31 March 2028. To obtain the discount, the Participant must communicate to the on-board shop cashier the QR Code that the member can view, at any time, from their personal MyGNV Club area, before the receipt is issued: otherwise the discount cannot be applied. The discount cannot be combined with any other promotions or offers available in the on-board shops.

### 9.2.3 Platinum · Sailor Cluster

Each Participant falling within the Cluster with **Platinum Level** in the Metal levels category and **Sailor Level** in the Crew levels category shall obtain:

- 15% discount at the on-board restaurants, calculated on the total amount spent as shown on the receipt. The Participant shall be entitled to the discount each time they make a purchase at the on-board restaurant: the discount may be claimed from the moment the score required to be classified in the Sailor Level is reached and until 31 March 2028. To obtain the discount, the Participant must communicate to the on-board restaurant cashier the QR Code that the member can view, at any time, from their personal MyGNV Club area, before the receipt is issued: otherwise the discount cannot be applied.

- 15% discount at the on-board shops, calculated on the total amount spent as shown on the receipt (excluding State Monopoly goods, products sold at the Duty Free and purchases at the newsstand section). The Participant shall be entitled to the discount each time they make a purchase at one of the on-board shops: the discount may be claimed from the moment the score required to be classified in the Sailor Level is reached and until 31 March 2028. To obtain the discount, the Participant must communicate to the on-board shop cashier the QR Code that the member can view, at any time, from their personal MyGNV Club area, before the receipt is issued: otherwise the discount cannot be applied. The discount cannot be combined with any other promotions or offers available in the on-board shops.

#### 9.2.4 Bronze · Explorer Cluster

Each Participant falling within the Cluster with **Bronze Level** in the Metal levels category and **Explorer Level** in the Crew levels category shall obtain:

- 5% discount at the on-board restaurants, calculated on the total amount spent as shown on the receipt. The Participant shall be entitled to the discount each time they make a purchase at the on-board restaurant: the discount may be claimed from the moment the score required to be classified in the Explorer Level is reached and until 31 March 2028. To obtain the discount, the Participant must communicate to the on-board restaurant cashier the QR Code that the member can view, at any time, from their personal MyGNV Club area, before the receipt is issued: otherwise the discount cannot be applied.

- 5% discount at the on-board shops, calculated on the total amount spent as shown on the receipt (excluding State Monopoly goods, products sold at the Duty Free and purchases at the newsstand section). The Participant shall be entitled to the discount each time they make a purchase at one of the on-board shops: the discount may be claimed from the moment the score required to be classified in the Explorer Level is reached and until 31 March 2028. To obtain the discount, the Participant must communicate to the on-board shop cashier the QR Code that the member can view, at any time, from their personal MyGNV Club area, before the receipt is issued: otherwise the discount cannot be applied. The discount cannot be combined with any other promotions or offers available in the on-board shops.

- A 20% increase on all myGNV Points (non-qualifying) accrued by the member and usable for conversion into discount vouchers, applied for as long as the member remains in the Cluster.

#### 9.2.5 Gold · Explorer Cluster

Each Participant falling within the Cluster with **Gold Level** in the Metal levels category and **Explorer Level** in the Crew levels category shall obtain:

- 10% discount at the on-board restaurants, calculated on the total amount spent as shown on the receipt. The Participant shall be entitled to the discount each time they make a purchase at the on-board restaurant: the discount may be claimed from the moment the score required to be classified in the Explorer Level is reached and until 31 March 2028. To obtain the discount, the Participant must communicate to the on-board restaurant cashier the QR Code that the member can view, at any time, from their personal MyGNV Club area, before the receipt is issued: otherwise the discount cannot be applied.

- 10% discount at the on-board shops, calculated on the total amount spent as shown on the receipt (excluding State Monopoly goods, products sold at the Duty Free and purchases at the newsstand section). The Participant shall be entitled to the discount each time they make a purchase at one of the on-board shops: the discount may be claimed from the moment the score required to be classified in the Explorer Level is reached and until 31 March 2028. To obtain the discount, the Participant must communicate to the on-board shop cashier the QR Code that the member can view, at any time, from their personal MyGNV Club area, before the receipt is issued: otherwise the discount cannot be applied. The discount cannot be combined with any other promotions or offers available in the on-board shops.

- A 20% increase on all myGNV Points (non-qualifying) accrued by the member and usable for conversion into discount vouchers, applied for as long as the member remains in the Cluster.

#### 9.2.6 Platinum · Explorer Cluster

Each Participant falling within the Cluster with **Platinum Level** in the Metal levels category and **Explorer Level** in the Crew levels category shall obtain:

- 15% discount at the on-board restaurants, calculated on the total amount spent as shown on the receipt. The Participant shall be entitled to the discount each time they make a purchase at the on-board restaurant: the discount may be claimed from the moment the score required to be classified in the Explorer Level is reached and until 31 March 2028. To obtain the discount, the Participant must communicate to the on-board restaurant cashier the QR Code that the member can view, at any time, from their personal MyGNV Club area, before the receipt is issued: otherwise the discount cannot be applied.
- 15% discount at the on-board shops, calculated on the total amount spent as shown on the receipt (excluding State Monopoly goods, products sold at the Duty Free and purchases at the newsstand section). The Participant shall be entitled to the discount each time they make a purchase at one of the on-board shops: the discount may be claimed from the moment the score required to be classified in the Explorer Level is reached and until 31 March 2028. To obtain the discount, the Participant must communicate to the on-board shop cashier the QR Code that the member can view, at any time, from their personal MyGNV Club area, before the receipt is issued: otherwise the discount cannot be applied. The discount cannot be combined with any other promotions or offers available in the on-board shops.
- A 20% increase on all myGNV Points (non-qualifying) accrued by the member and usable for conversion into discount vouchers, applied for as long as the member remains in the Cluster.

#### 9.2.7 Bronze · Captain Cluster

Each Participant falling within the Cluster with **Bronze Level** in the Metal levels category and **Captain Level** in the Crew levels category shall obtain:

- 5% discount at the on-board restaurants, calculated on the total amount spent as shown on the receipt. The Participant shall be entitled to the discount each time they make a purchase at the on-board restaurant: the discount may be claimed from the moment the score required to be classified in the Captain Level is reached and until 31 March 2028. To obtain the discount, the Participant must communicate to the on-board restaurant cashier the QR Code that the member can view, at any time, from their personal MyGNV Club area, before the receipt is issued: otherwise the discount cannot be applied.
- 5% discount at the on-board shops, calculated on the total amount spent as shown on the receipt (excluding State Monopoly goods, products sold at the Duty Free and purchases at the newsstand section). The Participant shall be entitled to the discount each time they make a purchase at one of the on-board shops: the discount may be claimed from the moment the score required to be classified in the Captain Level is reached and until 31 March 2028. To obtain the discount, the Participant must communicate to the on-board shop cashier the QR Code that the member can view, at any time, from their personal MyGNV Club area, before the receipt is issued: otherwise the discount cannot be applied. The discount cannot be combined with any other promotions or offers available in the on-board shops.
- A 40% increase on all myGNV Points (non-qualifying) accrued by the member and usable for conversion into discount vouchers, applied for as long as the member remains in the Cluster.

#### 9.2.8 Gold · Captain Cluster

Each Participant falling within the Cluster with **Gold Level** in the Metal levels category and **Captain Level** in the Crew levels category shall obtain:

- 10% discount at the on-board restaurants, calculated on the total amount spent as shown on the receipt. The Participant shall be entitled to the discount each time they make a purchase at the on-board restaurant: the discount may be claimed from the moment the score required to be classified in the Captain Level is reached and until 31 March 2028. To obtain the discount, the Participant must communicate to the on-board restaurant cashier the QR Code that the member can view, at any time, from their personal MyGNV Club area, before the receipt is issued: otherwise the discount cannot be applied.
- 10% discount at the on-board shops, calculated on the total amount spent as shown on the receipt (excluding State Monopoly goods, products sold at the Duty Free and purchases at the newsstand section). The Participant shall be entitled to the discount each time they make a purchase at one of the on-board shops: the discount may be claimed from the moment the score required to be classified in the Captain Level is reached and until 31 March 2028. To obtain the discount, the Participant must communicate to the on-board shop cashier the QR Code that the member can view, at any time, from their personal MyGNV Club area, before the receipt is issued: otherwise the discount cannot be applied. The discount cannot be combined with any other promotions or offers available in the on-board shops.
- A 40% increase on all myGNV Points (non-qualifying) accrued by the member and usable for conversion into discount vouchers, applied for as long as the member remains in the Cluster.

**9.2.9 Platinum · Captain Cluster**

Each Participant falling within the Cluster with **Platinum Level** in the Metal levels category and **Captain Level** in the Crew levels category shall obtain:

- 15% discount at the on-board restaurants, calculated on the total amount spent as shown on the receipt. The Participant shall be entitled to the discount each time they make a purchase at the on-board restaurant: the discount may be claimed from the moment the score required to be classified in the Captain Level is reached and until 31 March 2028. To obtain the discount, the Participant must communicate to the on-board restaurant cashier the QR Code that the member can view, at any time, from their personal MyGNV Club area, before the receipt is issued: otherwise the discount cannot be applied.
- 15% discount at the on-board shops, calculated on the total amount spent as shown on the receipt (excluding State Monopoly goods, products sold at the Duty Free and purchases at the newsstand section). The Participant shall be entitled to the discount each time they make a purchase at one of the on-board shops: the discount may be claimed from the moment the score required to be classified in the Captain Level is reached and until 31 March 2028. To obtain the discount, the Participant must communicate to the on-board shop cashier the QR Code that the member can view, at any time, from their personal MyGNV Club area, before the receipt is issued: otherwise the discount cannot be applied. The discount cannot be combined with any other promotions or offers available in the on-board shops.
- A 40% increase on all myGNV Points (non-qualifying) accrued by the member and usable for conversion into discount vouchers, applied for as long as the member remains in the Cluster.

**9.2.10 Summary table of benefits per Cluster**

The table below summarises, for illustrative purposes only, the benefits described in the preceding paragraphs. In the event of a discrepancy between the descriptive text and this summary table, the descriptive text shall prevail.

Crew \ Metal	Bronze (≤ €1,000)	Gold (€1,001–5,000)	Platinum (> €5,000)
<b>Sailor (0–2 round trips)</b>	5% discount at on-board restaurants and shops	10% discount at on-board restaurants and shops	15% discount at on-board restaurants and shops

Crew \ Metal	Bronze (≤ €1,000)	Gold (€1,001–5,000)	Platinum (> €5,000)
<b>Explorer (3–6 round trips)</b>	5% discount + 20% myGNV Points bonus	10% discount + 20% myGNV Points bonus	15% discount + 20% myGNV Points bonus
<b>Captain (over 6 round trips)</b>	5% discount + 40% myGNV Points bonus	10% discount + 40% myGNV Points bonus	15% discount + 40% myGNV Points bonus

## 10. Prize fund

With regard to the gifts, GNV plans to provide a total prize fund of €80,000.00: on 20% of this estimate the required guarantee is provided in favour of the Ministry of Enterprises and Made in Italy.

It is declared that, pursuant to art. 6, paragraph 1, letter C-bis of Presidential Decree (D.P.R.) No. 430/2001, the following are not considered prize operations: *“events in which, against a given expenditure, with or without an entry threshold, the prizes consist of vouchers to be used on a subsequent purchase at the same point of sale that issued such vouchers or at another point of sale belonging to the same brand or company”*; therefore, the spending vouchers are not considered “gifts” of the prize Operation.

## 11. Processing of personal data

Pursuant to art. 13 of European Regulation 2016/679 (“GDPR”) and Legislative Decree 196/2003, as amended by Legislative Decree 101/2018, Grandi Navi Veloci S.p.A., as Data Controller, will process the personal data provided by the customer upon registration for the MyGNV Club fidelity card in compliance with the regulations in force and the principles of fairness, lawfulness, transparency and protection of confidentiality provided therein.

Within the scope of membership of the MyGNV Club loyalty programme, the processing of data will be aimed at carrying out the activities listed below:

- **a)** issuance of the Fidelity Card and management of the activities that cannot be carried out anonymously and are necessary to allow subscribers to enjoy and obtain recognition of discounts and promotions, to participate in points collections and to access the other ancillary services usable via the Card;
- **b)** carrying out, subject to the customer’s express written consent, direct marketing activities, such as sending – via email, SMS and MMS or non-automated means, such as paper mail and telephone with an operator – advertising material and communications having informative and/or promotional content in relation to products or services provided by the Controller;
- **c)** carrying out, subject to the customer’s express written consent, individual or aggregate profiling activities and market research aimed, for example, at analysing consumption habits and choices, processing statistics on them or assessing the degree of satisfaction with the products and services offered.

For the purposes referred to in letter a), the provision of data is optional but constitutes a necessary and indispensable condition for the issuance of the Fidelity Card: failure to provide it therefore entails for the applicant the impossibility of obtaining the Card.

For the purposes referred to in letters b) and c), the provision of data is optional and any refusal to provide such data and to give the related consent entails the impossibility for the Controller to proceed with the direct marketing and profiling activities indicated therein, but does not prejudice the applicant’s ability to obtain the issuance of the Fidelity Card and to access the benefits connected to it.

The processing of data will be carried out by personnel directly employed by the Controller and/or by natural or legal persons specifically identified by the latter as data processors or persons authorised to process. The data provided will in no case be subject to dissemination or communication to third parties, except for those parties to whom the right to access the data is granted by legal provisions or

orders of the authorities, as well as the parties, including external and/or foreign ones, whom the Controller relies on for carrying out activities instrumental and/or ancillary to the management of the Fidelity Card and the provision of the services and benefits connected to it, including the providers of software solutions, web applications and storage services provided also via Cloud Computing systems and used for this purpose.

The Personal Data will be retained by the Controller for a period equal to the duration of the Initiative and in any case no longer than the terms provided by Law. The Controller may be obliged to retain the customer's Personal Data for a longer period in compliance with a legal obligation or by order of an authority. At the end of the retention period the customer's Personal Data will be deleted; therefore, upon the expiry of that term, the right of access, deletion, rectification and the right to data portability can no longer be exercised.

EU Regulation 2016/679 grants data subjects the rights provided by Articles 15 – 21 of the GDPR, as well as the right to lodge a complaint with the competent Authority pursuant to art. 77 of the GDPR. In particular, in relation to the processing of personal data, data subjects have the right to request from GNV access, rectification, deletion, restriction, objection and portability; they may also lodge a complaint with the Supervisory Authority, which in Italy is the Italian Data Protection Authority (Garante per la Protezione dei Dati Personali).

Data subjects may send a formal request to exercise their rights, or a report of alleged non-compliance or breach, by sending an email to: **dpo@gnv.it**.

The general privacy notice can be consulted in its extended and updated form at the link <https://info.gnv.it/images/pdf/en/privacy.pdf>.

## 12. Miscellaneous

GNV cannot be held responsible for non-fulfilment or delay in fulfilling the obligations provided by these Regulations where this is due to causes of force majeure or events in any case beyond its reasonable control, such as, by way of example and not exhaustively, natural events, maritime events, strikes, interruptions of communication networks, technical failures or measures of the authorities.

In such cases GNV shall have the right to suspend, modify or interrupt the Initiative without this entailing any liability towards Participants.

GNV reserves the right to modify, even partially and at any time, the methods of functioning and participation in the Initiative, publishing such modifications on the website [www.gnv.it](http://www.gnv.it) and in the reserved web area accessible to each Participant with the credentials generated upon registration.

GNV further reserves the right to introduce, at any time during the Duration, further and new activities and methods of accruing, valuing and assigning myGNV Points, also of a temporary and/or promotional nature, on a purely additional and improving basis with respect to what is provided by these Regulations. By way of example only and not exhaustively, such activities may consist of the recognition of myGNV Points also against travel tickets issued by other carriers and/or in favour of parties who have not previously travelled with GNV, or other initiatives aimed at encouraging membership and participation in the programme. The conditions, requirements, usage thresholds and validity terms of each new activity will be defined on a case-by-case basis by GNV and promptly communicated to Participants via the website [www.gnv.it](http://www.gnv.it) and/or in the MyGNV Club section of the reserved area. Such activities may in no case entail a reduction of the benefits and points already accrued by Participants.

The benefits may not in any way be converted into gold tokens, money or other goods or services, nor replaced with other prizes.

The Promoter reserves the right not to fulfil the provisions of these Regulations should there be a well-founded suspicion of fraud against the company itself.

Participation in the Initiative entails for the Participant the unconditional and total acceptance of the rules and clauses contained in these Regulations, without any limitation. The Initiative cannot be combined with other initiatives, actions and discounts implemented by GNV.

These Regulations are governed by Italian law.

For any dispute relating to the interpretation, execution or validity of these Regulations, the Court of Genoa shall have exclusive jurisdiction, except in cases where the law provides for the mandatory jurisdiction of the consumer's court.