

REGULATION OF THE INITIATIVE UNDER THE NAME “MyGNV”

Promoting entity

Grandi Navi Veloci spa (hereinafter referred to as GNV) with registered office in Calata Marinai d'Italia - 90146 Palermo and operating headquarters in Via Balleydier 7 - 16149 Genoa, tax code and VAT number 13217910150, registered in the Companies' Register of Palermo E.A.I. 268303.

Type and name

Commercial initiative under the name “MyGNV” (hereinafter referred to as Initiative).

It is stated that, pursuant to art. 6, paragraph 1, letter C-bis of Decree of the President of the (It.) Republic no. 430/2001, “events in which, against a specific amount to be spent, with or without a starting threshold, the rewards consist in certificates to be used for subsequent purchases at the same sales point which issued the certificates in question or at another sales point which forms part of the same retail business or firm” are not considered competitions.

Area

The Initiative is carried out in Italy.

Duration

The initiative will be valid from 1st May 2021 until 30 April 2022 (hereinafter referred to as Duration).

The gift certificates may be requested and used by 30 April 2024.

Any extensions will be promptly communicated in detail.

Purpose

The Initiative aims to incentivise the ticketing service of GNV Ferryboats by rewarding customer loyalty.

Recipients

The Initiative is addressed to all end consumers, natural persons, customers of GNV who have registered for the MyGNV loyalty card (hereinafter referred to as Participants).

All legal persons, holders of a VAT number, professional operators, dealers, and, in general, all subjects who do not fall under the definition of Participant shall be excluded from the Initiative.

Means of participation

GNV organises this initiative which rewards participants by awarding them gift certificates consisting in GNV discounts, as per the table below.

The gift certificates may be obtained by buying GNV Ferryboat tickets, when the points indicated in the table below have been reached.

Specifically, to take part in the initiative, the participants must have registered or register for the MyGNV loyalty card: registration is free of charge and can be done freely by all Participants in the dedicated section of the website www.gnv.it.

Once the registration has been duly completed and the Participant has logged in for the first time, they will receive, by e-mail, a participation code which identifies them in the programme and allows them, on every purchase, to transform the value of the purchase in credit points, which, as they accumulate from time to time, will make it possible for them to obtain the gift certificates envisaged.

At any time during the Duration, the Participants may access, over the Internet, a private web session on the website www.gnv.it, where they can consult: the regulation of the initiative, the points generated from the ticket purchases, and where they can change their data and cancel their registration to the initiative.

It shall be the duty of the individual participants to report, within 30 days at the latest from the date of their journey, any errors in the crediting of the points, also attributable to an erroneous assignment of the personal code.

Ways of accumulating points

To accumulate points, the participants must, at the time of the purchase of the ticket, request that the GNV ticket be associated to the participation code in their possession.

The accumulated value shall be recognised based on the value paid and only if the service purchased was used.

The points will be actually credited once the journey has been made.

Travel tickets structured as options and pre-sales shall be excluded from the point accumulation regime.

The value of the ticket will be transformed into points in accordance with the following ratio:

- **1 point for each 10 euros of tickets purchased.**

It will be possible to associate the points with the participation code on the ticket issue date through all channels.

Furthermore, it will be possible to associate the points after such date and within 30 days from the date of the journey, exclusively through the reserved area My Gnv (mygnv.gnv.it)

The points will be actually accumulated only at the end of the journey; therefore, no points will be accumulated if the ticket is cancelled or not used.

The gift certificates may only be requested if one of the thresholds envisaged has been reached.

To be recognised as valid, the tickets must be issued to the name of the holder of the MyGnv card.

The point credits shall be attributed to the individual participation code and shall be calculated based on the purchase made, net of any reductions for gift certificates used by the customer, discounts, refunds, etc. One person may not participate with more than one codes; furthermore, the points earned through the association of the participation code to the travel ticket are personal and may not, therefore, be exchanged or transferred among various subjects.

To make it possible to carry out the initiative, GNV shall activate a dedicated IT system which shall count the ticket purchases made with a participation code and shall update the number of points in case a gift certificate is redeemed.

To obtain the benefits of the programme, the persons entitled must keep and present, on request, the original tickets that were purchased and used.

GNV reserves the right to organise, during this initiative, possible additional promotional activities in order to help participants. Specifically, it may envisage extensions of the initiative, supplementary gift certificates or terms and conditions that are more favourable for the participants.

In general, such terms and conditions will be communicated to the participants through the advertising material made available by GNV on the website www.gnv.it and the private web session that is reserved for each participant.

Gift certificate request

When the point thresholds required to redeem the gift certificates have been reached, the participant may request the gift certificate, which consists in a discount as per the table below.

Following the request, GNV will check the correctness of the tickets that generated such credit.

The gift certificates shall be issued through a code in the personal area or through the Contact Center.

The gift certificates must be requested at least 5 business days before the departure date.

For any other information, participants may send an e-mail to the following address: mygnv@gnv.it.

The gift certificates may be redeemed by the persons entitled thereto when the points envisaged for the threshold in question have been reached and may be requested at any time until 30 April 2024.

Gift certificates

The gift certificates consist in discounts that may be used to purchase GNV ferryboat tickets. The participants may use the gift certificates on reaching the point thresholds indicated below:

Points Thresholds	Rewards
200 points	€50 Gift Certificate
400 points	€100 Gift Certificate
600 points	€150 Gift Certificate
800 points	€200 Gift Certificate
1000 points	€250 Gift Certificate
1200 points	€300 Gift Certificate
1400 points	€350 Gift Certificate

The discounted ticket will be issued by GNV, after the availability of places has been checked. The ticket will be sent by e-mail.

GNV will make it possible for all participants who have accumulated points until 30/04/2021 in the previous promotional initiative to move over any points still available. Specifically, said points will be aligned with the new thresholds, in accordance with a conversion factor that will enable the customer to keep the Gift Certificate amount that has accrued until that time.

Points converted in this way will, therefore, be usable until 30/04/2024.

The gift certificate shall not apply to any taxes on the ticket.

Only one gift certificate may be used for each ticket. The gift certificates described above may not, therefore, be combined and they may not be combined with other gift certificates and/or discounts provided through coupon codes.

The gift certificate may be used to purchase tickets, also for an amount lower than the accrued gift certificate; in such case, the gift certificate will not confer the right to obtain any balance and may not be used as a supplement for additional purchases.

It shall be understood that the participant will not have the right to have the points credited once more if the ticket for which they used such points is cancelled.

No extensions or re-issues of the gift certificates not used within the time limits indicated are envisaged.

Moreover, the gift certificate:

- may not be used in part and must be used in a single transaction;
- is not refundable or convertible in cash;
- is strictly personal;
- may in no case be transferred to third parties by the Participants for payment. The Promoting Company reserves the right to perform due checks;
- may not be combined with any promotional initiatives announced by GNV, unless otherwise indicated by the latter.

For all matters relating to the ticket and transport, please refer to the regulation in force, to be found in the "General Terms and Conditions of Transport" of GNV.

Processing of personal data

Pursuant to art. 13 of Regulation (EU) 2016/679 and (It.) Legislative Decree 196/2003, as amended by (It.) Legislative Decree 101/2018, Grandi Navi Veloci S.p.A., in its capacity as Data Controller, will process the personal data provided by the customer on registration for the MyGNV loyalty card in compliance with the applicable regulatory framework and the principles of fairness, lawfulness, transparency and protection of confidentiality envisaged thereby.

In the context of membership to the MYGNV loyalty programme, the data will be processed for the performance of the activities listed below:

- a) to issue the Loyalty Card and manage activities that may not be performed anonymously and that are required to make it possible for the subscribers to use and recognise discounts and promotions, to participate in the collection of points and to access the other ancillary services that may be used through the Card;
- b) to carry out, with the customer's express written consent, direct marketing activities, such as sending - by e-mail, SMS and MMS or non-automated tools, such as paper post and operator telephone calls - advertising material and communications with informative and/or promotional content in relation to the products or services provided and/or of the Controller;
- c) to carry out, with the customer's express written consent, individual or aggregated profiling activities and market research with the goal, for example, of analysing habits and consumption choices, processing statistics thereon or assessing the level of satisfaction with regard to the products and services offered.

For the purposes under letter a) of the previous points, the provision of data is optional, but is a necessary and indispensable condition for issuing the Loyalty Card: failure to provide the data shall, therefore, make it impossible for the applicant to obtain said Card.

For the purposes under letters b) and c) of the previous points, the provision of data is optional and any refusal to provide such data and to grant the related consent shall make it impossible for the Controller to follow up on the direct marketing and profiling activities indicated therein, but shall not affect the applicant's ability to obtain the issue of the Loyalty Card and to access the benefits connected thereto.

The data will be processed by personnel directly employed by the Controller and/or by natural persons or legal entities specifically identified thereby as data processors or persons tasked with the processing. The data provided will in no case be subject to dissemination or disclosure to third parties, with the exception of subjects whose right to access the data is recognised either by law or by orders of the authorities, and subjects, also external and/or foreign, whose services the Controller uses for the performance of activities that are instrumental and/or ancillary to the management of the Loyalty Card and to the provisions of the services and benefits associated thereto, including the providers of software solutions, web applications and storage services provided also through 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 time limits laid down by Law.

The Controller may be obliged to keep the customer's Personal Data for a longer period of time, in fulfilment of a legal obligation or in compliance with the order of an authority.

At the end of the retention period, the customer's Personal Data will be erased. Consequently, once such time period has elapsed, the right to access, erasure, rectification and the right to the portability of the Data may no longer be exercised.

Regulation (EU) 2016/679 grants data subjects the rights set forth by art. 15 to art. 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 and in relation to the processing of personal data, the data subjects shall have the right to request from GNV access to the data, the rectification, the erasure, the restriction of the data, the right to object and the right to portability of the data; moreover, they may lodge a complaint with the Supervisory Authority, which, in Italy, is the Italian Data Protection Authority.

The data subjects may send a formal request for the exercise of their rights or a report for alleged non-compliance or violation, by sending an e-mail to: dpo@gnv.it.

Please note that the general privacy information notice may be consulted in extended and updated form at the link <https://info.gnv.it/images/pdf/en/privacy.pdf>.

Miscellaneous

GNV reserves the right to amend, even in part and at any time, the ways of operation of and participation in the initiative, by publishing such amendments on the website www.gnv.it and in the private web session reserved for each participant.