

REGULATION OF THE INITIATIVE UNDER THE NAME “MyGNV 2024”

Promoting entity

Grandi Navi Veloci S.p.A. (hereinafter referred to as “GNV”) with registered office in Calata Marinai d’Italia - 90146 Palermo and offices 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 the “Initiative”).

Area

The Initiative takes place in all countries where GNV is present and operates, both with direct ticketing and through ticket sales via travel agencies/e-commerce.

Duration

The initiative will be valid from 1 May 2024 to 31 December 2025 (hereinafter referred to as the “Duration”).

Gift certificates and discounts must be claimed and used by 31 December 2026.

Any extensions will be promptly communicated in detail.

Recipients

The Operation is aimed at all end consumers, natural persons, GNV customers and subscribers to the MyGNV fidelity card (hereinafter individually the “Participant” or collectively the “Participants”).

All legal persons, professional operators, resellers, and, in general, all subjects who do not fall under the definition of Participant shall be excluded from the Operation.

Means of participation

GNV organises the Operation which rewards the Participants both awarding them gift certificates (consisting of GNV discounts) and with advantages of a different nature, as shown in the table below.

The gift certificates and the advantages 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.

The Participant shall be sent by e-mail a QR code that identifies him/her in the programme and enables him/her, with each purchase, to accumulate specific points that will make it possible:

- i. to obtain the planned gift certificates upon reaching a certain threshold;
- ii. to position him/herself within a specific cluster and to obtain the expected cluster advantages

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 (thirty) 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: failure to do this will result in an inability to award the points.

Ways of accumulating points

To accumulate points, the Participants must, at the time of the purchase of the ticket or at any time before 31 December 2025, request that the GNV ticket be associated to the participation code in their possession.

In the course of the Duration, upon reaching specific point thresholds, the Participants will be ranked within a given Cluster, according to the following parameter:

- 100 Points to 199 Points accumulated from 1 May 2024 to 31 December 2025 = Cluster 1 (Turtle)
- 200 Points to 599 Points accumulated from 1 May 2024 to 31 December 2025 = Cluster 2 (Octopus)

- 600 Points upwards accumulated from 1 May 2024 to 31 December 2025 = Cluster 3 (Dolphin)

Please note that only Participants who have achieved at least 100 points can be classified in Clusters and consequently obtain the relevant advantages

Participants that have reached one of the Clusters envisaged by 31 December 2025 will be entitled to receive the advantages described below: all the advantages may be used by 31 December 2025, subject to any extensions that may be decided by GNV and communicated to all Participants.

Membership of a particular Cluster will be automatically formalised when the necessary points are achieved and will remain in force until the end of the Duration, irrespective of whether the points are used to claim one or more of the gift certificates.

Upon reaching a specific Cluster, the participant will receive by email the identifying QR Code, which must be used to collect and use the prizes, as specified below.

Advantages

i. Gift certificates

The gift certificates 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
100 points	€200.00 Gift Certificate
200 points	€400.00 Gift Certificate
400 points	€800.00 Gift Certificate
600 points	€1,200.00 Gift Certificate
800 points	€1,600.00 Gift Certificate
1,000 points	€2,000.00 Gift Certificate
1,200 points	€2,400.00 Gift Certificate
1,400 points	€2,800.00 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.

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.

Conversely, in the event of the trip being moved to a different day or on a different ship, or in the event of cancellation for reasons beyond the Participant's control, the points will be awarded if the ticket is not 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. GNV reserves the right to carry out the necessary 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 Passenger Transport” of GNV.

ii. Cluster Benefits

TURTLE: Each Participant in Cluster 1 will get:

- 5% discount at restaurants on board ship, calculated on the total amount spent as shown on the receipt. The same Participant in Cluster 1 will be entitled to the discount every time he/she makes a purchase at the restaurant on board the ship: the discount may be claimed from the moment the points required to be classified in Cluster 1 are reached and no later than 31 December 2025. To obtain the discount, the Participant must communicate the QR CODE of his/her personal MyGNV fidelity card to the on-board restaurant cashier before the receipt is issued: otherwise the discount cannot be applied.
- 5% discount at the shops on board the ship, calculated on the total amount spent as shown on the receipt (excluding Monopoly goods, Duty Free products and purchases in the newsstand department). The same Participant in Cluster 2 will be entitled to the discount every time he/she makes a purchase at one of the shops on board the ship: the discount can be claimed from the moment the points required to be classified in Cluster 2 are reached and no later than 31 December 2025. In order to obtain the discount, the Participant must communicate the QR CODE of his/her personal MyGNV fidelity card to the onboard restaurant cashier before the receipt is issued: otherwise the discount cannot be applied. The discount cannot be combined with any other promotions or offers in the shops on board the ship.

OCTOPUS: each Participant in Cluster 2 will get

- 10% discount at restaurants on board ship, calculated on the total amount spent as shown on the receipt. The same Participant in Cluster 2 will be entitled to the discount every time he/she makes a purchase at the restaurant on board the ship: the discount may be claimed from the moment the points required to be classified in Cluster 2 are reached and no later than 31 December 2025. In order to obtain the discount, the Participant must communicate the QR CODE of his/her personal MyGNV fidelity card to the on-board restaurant cashier before the receipt is issued: otherwise the discount cannot be applied
- 10% discount at the shops on board the ship, calculated on the total expenditure incurred as shown on the receipt (excluding Monopoly goods, Duty Free products and purchases in the newsagent department). The same Participant in Cluster 2 will be entitled to the discount every time he/she makes a purchase at one of the shops on board the ship: the discount can be claimed from the moment the points required to be classified in Cluster 2 are reached and no later than 31 December 2025. In order to obtain the discount, the Participant must communicate the QR CODE of his/her personal MyGNV fidelity card to the onboard restaurant cashier before the receipt is issued: otherwise the discount cannot be applied. The discount cannot be combined with any other promotions or offers in the shops on board the ship

DOLPHIN: each Participant in Cluster 3 will get

- 15% discount at restaurants on board ship, calculated on the total amount spent as shown on the receipt. The same Participant in Cluster 3 will be entitled to the discount every time he/she makes a purchase at the restaurant on board the ship: the discount may be claimed from the moment the points required to be classified in Cluster 3 are reached and no later than 31 December 2025. In order to obtain the discount, the Participant must communicate the QR CODE of his/her personal MyGNV fidelity card to the on-board restaurant cashier before the receipt is issued: otherwise the discount cannot be applied
- 20% discount at the shops on board the ship, calculated on the total amount spent as shown on the receipt (excluding Monopoly goods, Duty Free products and purchases in the newsagent department). The same Participant in Cluster 3 will be entitled to the discount every time he/she makes a purchase at one of the shops on board the ship: the discount can be claimed from the moment the points required to be classified in Cluster 3 are reached and no later than 31 December 2025. In order to obtain the discount, the Participant must communicate the QR CODE of his/her personal MyGNV fidelity card to the onboard restaurant cashier before the receipt is

issued: otherwise the discount cannot be applied. The discount cannot be combined with any other promotions or offers in the shops on board the ship

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.

The advantages may in no way be exchanged for gold tokens, money or other goods or services, or replaced with other prizes

The Promoter reserves the right not to comply with the provisions of these Rules if there is a well-founded suspicion of fraud against the company.

Participation in the Initiative entails the Participant's unconditional and total acceptance of the rules and clauses contained in this regulation without limitation.

The Initiative cannot be combined with other initiatives, actions and discounts implemented by GNV.