

NOTICE: This document is an English courtesy translation provided for informational purposes only. The original in Italian version remains the sole legally valid and binding text. In case of discrepancies between this translation and the original, the original version shall prevail, as it is the sole legally valid and binding version.

## INVIOLA BASIC CARD REGULATION

# (The "Regulation")

This Regulation defines the procedures for the issue and use of the INVIOLA BASIC CARD (hereinafter also the "**Card**") and will be made available by ACF FIORENTINA S.R.L. a socio unico with registered office in Bagno a Ripoli (Fi), Via Pian di Ripoli 5, Vat no. and tax code: 05248440488 (hereinafter referred to as "**ACF Fiorentina**" or "**Company**") at the Fiorentina Point located in Via dei Sette Santi 28r, 50131 - Florence (hereinafter referred to as "**Fiorentina Point**") and on the website www.acffiorentina.com.

It is supplemented by the "InViola Card Information Notice" made available at *www.acffiorentina.com.* 

ACF Fiorentina reserves the right to amend the Regulation at any time, making sure that the changes made do not harm the Card holders (hereinafter also referred to as "**Card Holders**"). Any changes will be made known to the Card Holders through notices on *www.acffiorentina.com*.

## 1. THE INVIOLA BASIC CARD

- 1.1 The InViola Card is the document intended for ACF Fiorentina supporters that certifies the participation of the Card Holder in the official ACF Fiorentina loyalty and membership programme and consists of a numbered card, with a unique code associated with its Card Holder, which allows them to participate in the loyalty programmes and, in particular, in all campaigns (prize competitions, contests, points collections, repeat purchases, discount campaigns, etc.) promoted by ACF Fiorentina under the conditions indicated in the relevant regulations that will be published upon their activation on the site *www.acffiorentina.com*.
- 1.2 The InViola Card:
  - is assigned by name. Each Card Holder may only be the Card Holder of one Card and is obliged to make exclusively private and non-commercial use of it in accordance with this Regulation;

- remains the property of ACF Fiorentina;
- does not expire, unless otherwise indicated by ACF Fiorentina and/or amendments to this Regulation.
- 1.3 The INVIOLA BASIC CARD enables its Card Holder to
  - participate in prize competitions, contests with prizes, point collections, discount campaigns, loyalty campaigns etc., as well as other initiatives promoted by ACF Fiorentina in accordance with the provisions of the relevant regulations, for the participation of which an act of adhesion will always be required from the Card Holder;
  - participate in ACF Fiorentina world experiences reserved for InViola members;
  - take advantage of further contents and services reserved for InViola members made available by ACF Fiorentina and accessible through the reserved area active on the website *www.acffiorentina.com;*
  - access to discount campaigns reserved for the Card Holders;
  - access the bar of ACF Fiorentina's sports centre located in Bagno a Ripoli (FI), via Pian di Ripoli 5 (hereinafter referred to as the "Viola Park"), participate in events organised from time to time by ACF Fiorentina and reserved for InViola Basic holders, as well as to make purchases at the Fiorentina Store at the Viola Park. In this regard, without prejudice to the Company's right to provide for further conditions of access according to individual cases, the Card Holder may enter the Viola Park one and a half hours before the time of the event and may not stay beyond the end of the event unless otherwise notified and shall not have access to other areas of the Viola Park with the exception of the Fiorentina Store. It will not be possible to consume non-purchased drinks and/or food inside the Viola Park, and the Company reserves the right in any case to deny access for security reasons and/or in compliance with applicable regulations, including those of the Code of Conduct for access to the Company's corporate facilities.
  - 1.4 ACF Fiorentina shall not be responsible for any negative consequences, directly or indirectly, related to malfunctions of the INVIOLA BASIC CARD and the systems for its management, but nevertheless undertakes to make the best possible efforts to allow the Card Holders to recover any benefits accumulated and unused benefits.
  - 1.5 The INVIOLA BASIC CARD can be used *at www.acffiorentina.com* and is issued to the Card Holder who registers at *www.acffiorentina.com* by following the procedures

correctly.

## 2. REQUIREMENTS FOR INVIOLA BASIC CARD HOLDERS

They can apply for the INVIOLA BASIC CARD:

- individuals of full age who have the capacity to act;
- individuals between the ages of 16 and 18 years old, exclusively with the express written authorisation of the person exercising parental responsibility over them, who have not already been holders of INVIOLA BASIC CARDS withdrawn/cancelled by ACF Fiorentina in accordance with the provisions of this Regulation, bearing in mind that some prize competitions may be reserved for residents or domiciled in specific geographical areas as indicated in the relevant regulations.
- persons that are not (i) the recipients of measures pursuant to Article 6 of Law no. 401 of 13 December 1989 (prohibition of access to venues where sporting events are held), (ii) subject to the prevention measures pursuant to Legislative Decree no. 159 of 6 September 2011 (Code of anti-mafia laws and prevention measures), (iii) in any event, convicted, even if not final, for offences committed at or due to sporting events. The verification of the reasons for refusal to issue the INVIOLA BASIC CARD shall be carried out in accordance with the Ministerial Decree of 15 August 2009, as subsequently amended and/or supplemented, and/or as required by the competent authorities. ACF Fiorentina shall not be liable for the results of such an assessment and for the possible erroneousness of any grounds for refusal found. Therefore, any liability of ACF Fiorentina in the event that the INVIOLA BASIC CARD or the individual coupons requested by means of the same are not issued in accordance with the provisions of this article shall be excluded as of now.

## 3. ISSUE OF THE INVIOLA BASIC CARD AND CREATION OF THE ACCOUNT

- 3.1 The INVIOLA BASIC CARD is issued free of charge following completion by the data subject of the registration procedure provided for on the website www.acffiorentina.com and upon successful completion of which the data subject will be notified of the unique code associated with his/her INVIOLA BASIC CARD. This code may be used to participate in prize competitions, contests and other campaigns promoted by ACF Fiorentina through the Internet.
- 3.2 Requests for the issue and activation of INVIOLA BASIC CARDS, made by registering

on the site, always presuppose that the user has read and fully accepted this Regulation and the prize competitions regulation in force at the time of the request.

- 3.3 The e-mail address provided by the Card Holder when applying for the INVIOLA BASIC CARD will be used to create the Card Holder's personal account for access to his or her reserved area, which can be accessed at *www.acffiorentina.com*.
- 3.4 Through the account it will be possible to:
  - edit/update and verify your user profile at any time;
  - register for new initiatives/events of their interest more easily and enjoying the priority offered to registered users;
  - check the personal balance of points accumulated in the context of prize competitions promoted by ACF Fiorentina;
  - take advantage of further content and services made available by ACF Fiorentina;
  - activate the "InViola Pay" service, through which it is possible to credit money onto the Card that can only be used inside the shops inside the Viola Park; the service is governed by the "InViola Pay Regulation" made available and for which acceptance will be requested upon its activation on the Totems inside the Viola Park.

**Note:** in order to complete registration, the Card Holder shall be in possession of the authentication code that will be sent to him/her by e-mail. Activation of the account will only become effective after the first log-in by the Card Holder.

#### 4. USE OF THE INVIOLA BASIC CARD

The procedures for using the INVIOLA BASIC CARD will be described in the regulations of the loyalty campaigns promoted from time to time by ACF Fiorentina (prize competitions, contests, etc.). In any case, unless otherwise indicated, in order to take advantage of the benefits reserved for INVIOLA BASIC CARD Holders, it will be sufficient to present the Card number to the staff of the Fiorentina Stores and the shops belonging to the InViola circuit adhering to the loyalty campaigns promoted by ACF Fiorentina.

The Card Holder acknowledges and accepts the discretionary and unquestionable right of ACF Fiorentina to exclude or suspend, at any time, from the loyalty programme (with the consequent invalidation of the functionality of the INVIOLA BASIC CARD and of the prerogatives connected thereto) without this entailing, for any reason whatsoever, the right to obtain any compensation, even *pro-rata*, refund of any amounts paid or indemnity, for any

reason whatsoever, to those persons:

- a. that in the opinion of ACF Fiorentina, or on the report of the police bodies of the security personnel and/or stewarding service, or through other reports from other sources, have behaved in a manner deemed relevant to the application of the including transfer phases during away matches or any event whether football-related or not regardless of the place or time in which they are held (thus including, by way of example, but not limited to friendly matches, training sessions and transfer phases during away matches);
- who are responsible for violations of the regulations for the use of the sports facilities where the events will take place and, in particular, of the Regulation for the Use of ACF Fiorentina's company sports facilities;
- who have used or attempted to use the INVIOLA BASIC CARD in an unlawful, fraudulent and/or prohibited manner as well as in breach of the Regulation or any applicable regulations and regulatory sources;
- d. in respect of whom it is ascertained that they have been subjected to the measures referred to in Article 6 of Law no. 401 of 13 December 1989, or referred to in Legislative Decree no. 159 of 6 September 2011, or that they have been reported or convicted, even if not definitively, of offences committed at or due to sporting events;
- e. who have used the INVIOLA BASIC CARD as part of scalping or secondary ticketing activities;
- f. who, as a result of checks and verifications, even after the issue of the INVIOLA BASIC CARD, are found to have provided untrue data (e.g. incorrect date of birth or residence) in order to circumvent the control underlying the system for verifying the absence of reasons preventing the issue of the INVIOLA BASIC CARD.

# 5. LOSS, DAMAGE, THEFT, MANIPULATION, COUNTERFEITING OF THE INVIOLA BASIC CARD

- 5.1 In the event of the theft or loss of the card, the Card Holder shall promptly notify by sending an e-mail to <u>inviola@acffiorentina.it</u> followed by a written communication by registered mail with return receipt to ACF FIORENTINA S.R.L. a socio unico, Via di Pian di Ripoli 5, 50012 Bagno a Ripoli (FI).
- 5.2 The blocking of the Card will be effective only after 24 (twenty-four) working hours from the communication and the points present will be recharged on a new card to which a

new and different unique code will be attributed and which will be sent directly to the Card Holder's home address or delivered at the Fiorentina Point

5.3 If the points on the card were used to acquire rewards before the card was effectively blocked, they cannot be reloaded onto the new card.

# 6. MANIPULATION, COUNTERFEITING OF THE INVIOLA BASIC CARD

It is prohibited to counterfeit, alter or otherwise modify the INVIOLA BASIC CARD.

In cases of counterfeiting or manipulation, the Card Holder shall not be entitled to recognition or reimbursement of any accrued and unused benefits; the provisions of Article 8 below shall also apply.

# 7. RIGHT OF WITHDRAWAL AND RETURN OF THE CARD

The right of withdrawal pursuant to Art. 52 et seq. of Legislative Decree No. 206 of 6 September 2005 as amended and supplemented (hereinafter referred to as the "**Italian Consumer Code**") is excluded since it concerns the supply of customised goods pursuant to Art. 59(1)(c) of the Italian Consumer Code. The Card Holder may in any case withdraw from the contract by giving 15 (fifteen) days' notice and return its INVIOLA BASIC CARD by sending written notice to ACF Fiorentina at the following address inviola@acffiorentina.it. The return may be made by sending the physical card by registered mail with return receipt to ACF FIORENTINA S.R.L. a socio unico, Via di Pian di Ripoli 5, 50012 - Bagno a Ripoli (FI). The exercise of the right of withdrawal entails the waiver of any accumulated and unused benefits.

# 8. REVOCATION AND SUSPENSION OF THE INVIOLA BASIC CARD

- 8.1 Should it be ascertained that the INVIOLA BASIC CARD has been used in a manner contrary to the provisions of this Regulation or the regulations of the loyalty campaigns promoted by ACF Fiorentina, the latter reserves the right to suspend without notice the use of the card for participation in prize competitions and any contest connected to it.
- 8.2 In the event that the INVIOLA BASIC CARD is used in an illegitimate, fraudulent, incorrect or otherwise detrimental way even potentially towards ACF Fiorentina or third parties, ACF Fiorentina may proceed at its sole and unquestionable discretion to immediately revoke the Card, without prejudice to the right to request the Card Holder to return any benefits illegally acquired (points, prizes, discounts, etc.), as well as to take any legal action against him/her, including those aimed at compensation for damages.
- 8.3 Revocation shall in any event entail the cancellation of the Card and the cancellation of

any accrued and unused benefits and shall not entitle the Card Holder to any reimbursement or refund.

### 9. INVIOLA BASIC CARD HOLDER'S OBLIGATIONS

The Card Holder also undertakes to notify ACF Fiorentina of any changes to their personal data, updating his profile in the reserved area accessible from the website *www.acffiorentina.com* (referred to in Article 3 above). Use of the INVIOLA BASIC CARD implies acceptance of the conditions set out in this Regulation and in those governing the individual promotional campaigns.

### 10. REPORTS OR CLARIFICATIONS

The Card Holder may forward any enquiries to InViola@acffiorentina.it.

#### 11. AMENDMENTS

The membership terms and Regulation are accepted when signing the application for the INVIOLA BASIC CARD. Any relevant changes shall be communicated to the Intestee in the manner indicated by the Card Holder and/or through the Company's website www.acffiorentina.com, which can be consulted 24 hours a day, and shall be deemed accepted as of now.

## 12. PERSONAL DATA PROTECTION

The processing of personal data consequent/related to the issuance of the INVIOLA BASIC CARD and to the management of the related functionalities, of the data subjects' requests and of the related services are described in the "INFORMATION NOTICE" given to data subjects requesting an InViola Card and participating in the related prize competitions or promotional initiatives - (Articles 12-13-14 EU Reg 2016/679)" which is an integral part of this Regulation and is made available at all times on the website *www.acffiorentina.com*.

#### 13. GOVERNING LAW AND JURISDICTION

- 13.1 This Regulation is governed by Italian law. This is without prejudice to the application to Card Holders whose habitual residence is not in Italy of any more favourable and mandatory provisions provided for by the law of the country in which they have their habitual residence.
- 13.2 The subscription of the Card in telematic mode constitutes a distance contract governed by Chapter I, Title III (Art. 45 et seq.) of the Consumer Code as amended and by Legislative Decree No. 70 of 9 April 2003, as amended and supplemented, containing the rules on electronic commerce.
- 13.3 Without prejudice to the mandatory provisions of law and to the compulsory mediation

procedures, any dispute concerning the validity, execution or interpretation of this Regulation and its effects shall be submitted to the jurisdiction of the Court of the place of residence or domicile of the Card Holder if the latter is resident or domiciled in Italy and, in any other case, the exclusive jurisdiction shall be the Court of Florence.

- 13.4 The Card Holder may also access the alternative dispute resolution procedures relating to consumer relations referred to in Part V, Title II-bis (Art. 141 et seq.) of the Italian Consumer Code or through the European platform for online consumer dispute resolution ("ODR platform", accessible at the following link https://ec.europa.eu/consumers/odr/main )).
- 13.5 This is without prejudice to the right of the Card Holder to bring the dispute arising from this Regulation before the competent ordinary courts, whatever the outcome of the out-of-court settlement of disputes concerning consumer relations through recourse to the aforementioned alternative dispute resolution procedures.