

# VIAMILANO PROGRAM REGULATIONS 2019



## INTRODUCTION

The ViaMilano Program is a loyalty programme organised by SEA Società per Azioni Esercizi Aeroportuali, Milan Linate Airport, 20090 Segrate (MI), also known as the promoter. In 2010/2011, the name of the Programme was changed by SEAMI to the ViaMilano Program although the terms and conditions of the previous SEAMI Programme remain unchanged (meaning that cards already distributed are still valid).

The Programme rewards SEA customers for their loyalty and allows cardholders to accumulate points (known as “Reward Points”) when they purchase airport goods and services and to benefit from special offers proposed by SEA with its partners during the validity of the Programme.

These Regulations govern the procedures for joining and benefiting from the ViaMilano Program, which is a nationwide reward scheme.

SEA reserves the right to amend the procedures for joining and benefiting from the Programme as set out below at any time, including in part; however, any rights already acquired by members shall be guaranteed and no unfavourable changes shall be made for the registration of new members during the validity of the Programme as specified more clearly in Art. 4.23 of this Programme.

An up-to-date list of the rewards and benefits can be found at <http://www.milanomalpensa-airport.com/cartafedelta>

For further information on the Programme or any clarifications regarding these Regulations, visit <http://www.milanomalpensa-airport.com/cartafedelta>.

## ART. 1 – DURATION OF THE PROGRAMME

1.1 The ViaMilano Program is valid from 01/10/2016 to 31/01/2019.

1.2 SEA reserves the right to extend the duration of the Programme upon expiry.



## **ART. 2 – TERMS AND CONDITIONS OF PARTICIPATION**

2.1 Participation in the Programme is subject to compliance with all the clauses and conditions set out in the following regulations and is free of charge.

2.2 Any private individual aged 18 or over at the time of registration may become a Programme Member.

2.3 A card is required to participate in the Programme. The card is available in digital format as detailed in paragraph 2.5 and can also be obtained from participating outlets and information desks displaying the ViaMilano Program sticker at Milan Linate and Milan Malpensa airports. The card may also be valid for future promotions. The card allows the holder to collect electronic points instantly. To use the points and claim rewards, the card must be registered for the Programme and matched to the Holder's details. The card is personal and non-transferable. To complete membership, participants must also have an email address to receive the account to access the reserved area as well as a valid home address.

2.4 Any Member who signed up to the previous Programme shall participate in the 2018 version automatically, without prejudice to their right to request cancellation. Members shall be entitled to withdraw from the Programme at any time. Prior to cancellation, Members shall be guaranteed the opportunity to claim any rewards to which they are entitled owing to the number of points they have collected. Any leftover points that are not used up shall be cancelled and may not be recovered.

2.5 Registration in the Programme may take place according to the following procedures:

- online at <http://www.milanomalpensa-airport.com/cartafedelta> as well as via the Milan airports' digital ecosystem (milanolinate-airport.com, milanomalpensacargo.eu, viamilanoeshop.eu, Captive portal WiFi)
- ✓ with the help of staff at the information desks displaying the ViaMilano Program sticker at Milan Linate and Milan Malpensa airports to complete the pre-registration at <http://www.milanomalpensa->



- [airport.com/cartafedelta](http://airport.com/cartafedelta) or to carry out all the operations directly on site,
- ✓ when using other services connected to the Programme, by completing the appropriate registration form available at the authorised points.
  - ✓ via the free mobile “Milan Airports” app for the iOS and Android operating systems.

2.6 A Member joins the Programme by means of the procedures set out above with the “ViaMilano Program” profile. However, an SEA Club Member (for information [clubsea@seamilano.eu](mailto:clubsea@seamilano.eu)) joins with the exclusive “Club SEA ViaMilano Program” profile.

2.7 All cards are personal, non-transferable and usable by the Holder only. Each Cardholder guarantees the accuracy of all the information provided, is the only person responsible therefore and, consequently, is obligated to update their profile at <http://www.milanomalpensa-airport.com/cartafedelta>, in the event of any changes.

2.8 A Personal Code is assigned to each Member. The card must be produced when making a purchase in order that the relative points may be credited and, if requested, when collecting rewards.

2.9 The personal digital ID code of each Member is matched to an account to which the accumulated points shall be credited. The Cardholder shall receive a confirmation message by email, at the address indicated thereby, with the information required to complete the registration, for all the Programme registration procedures referred to in Art. 2.5.

Using the ViaMilano Program account (login and password), it is possible to register directly on the SEA Portal. Therefore, a Member need only sign up to the ViaMilano Program to access the SEA, Milan Linate and Milan Malpensa websites as a registered user. The Cardholder is the only person responsible for keeping their password secret. A request can be made for the reissue of the password via the dedicated function on the APP or <http://www.milanomalpensa-airport.com/cartafedelta>.

2.10 Upon registration, the Member shall be asked to accept the contents of the regulations including the personal data protection provisions pursuant to the provisions of EU Regulation 2016/679 and the Italian legislation in force. At the same time, the data subject shall give consent to the processing of their personal data including



for the dispatch of communications on new developments, initiatives and promotions reserved for members, covered by the programme. The Member may also give separate consent to the processing of their data for promotional, commercial and marketing purposes, as well as for the dispatch of airport information and commercial promotional communications regarding SEA services via its communication channels, such as post, email, sms and/or mms (“Direct Marketing”), as indicated in Article 10 below.

2.11 In addition, the data subject may give separate consent to the processing of their personal data for profiling activities including by way of example only the processing of data relating to their interests, preferences and consumer choices for statistical and market analysis activities (“profiling”) as indicated in Article 10 below, for the purpose of recognising the data subject, comparing and rationalising the data contributed to the site with that communicated on other occasions and being able to send airport information and/or promotional communications selected on the basis of all the data supplied.

2.12 SEA reserves the right to exclude the Member from the Programme if the information supplied thereby is found to be false. Exclusion from the Programme shall involve the immediate cancellation of all the unused points accumulated so that no further Rewards may be claimed. In the event of the improper use of the card, in particular for Reward Points accumulated for purchases made by a person other than the Cardholder, SEA reserves the right to cancel the registration of the Cardholder and cancel the points accumulated. A Member who has been excluded or removed from the Programme, in accordance with the procedures above, shall also lose the opportunity to access the services on the SEA Portal and receive the relative newsletters.

2.13 If the card is lost, stolen or damaged, the Cardholder shall be bound to inform SEA promptly via the SEA Milan Airports Information Centre +39 02 23 23 23 or by sending an email to [info@viamilanoprogram.eu](mailto:info@viamilanoprogram.eu) requesting that the card be blocked and quoting their Personal Code. SEA shall arrange for the suspension of the card and provide the Member with instructions for obtaining a new card. However, SEA shall not be responsible for any fraudulent use of the lost or stolen card. Replacement of the card shall not change the status of the Member in terms of benefits and points acquired up to that time.



### **ART. 3 - ACCESS TO THE RESERVED AREA**

3.1 Members may consult the Rewards Catalogue in the reserved area accessible using the login and password for the Milan Malpensa and Milan Linate websites and the Milan Airports APP and view the rewards available depending on the points accumulated in their Reserved Area accessible via their account.

3.2 Members may also access their Reserved Area to:

- ✓ view, amend or delete their data as well as revoke or change their consents.
- ✓ view the points balance (this balance may be updated later than the time of purchase). The points balance shall be deemed final 60 (sixty) days after the transaction has taken place.
- ✓ claim rewards and/or benefits.
- ✓ submit complaints.

### **ART. 4 – ACCUMULATING POINTS FOR REWARDS**

4.1 I Members of the Programme can accumulate points in the following ways:

- 1) purchase of products and services from the airport outlets participating in the initiative,
- 2) purchase of SEA airport services at Milan Linate and Milan Malpensa airports (ViaMilano Parking, ViaMilano Lounge and ViaMilano FastTrack use (sic) of the Telepass service at the authorised ViaMilano Parking car parks, after entering the code on their Telepass device in their user profile;
- 3) online purchase of SEA products and services (e.g.: ViaMilano Parking car parks, Fast Track and VIP Lounges) in the Viamilanoeshop.eu section accessible from the Milan Linate and Milan Malpensa websites. SEA may allow points to be accumulated for the online purchase of other products and services including those of third parties, accessible from SEA websites, providing Members with suitable information;
- 4) any points exchange functionalities with Loyalty Programmes of external partners, in accordance with rules procedures (sic) full details of which will be given;
- 5) use of services or purchase of products from external partners.

SEA reserves the right to change the methods of accumulating points stipulated in the previous points, following full communication to participants.



Without prejudice to the general rights of the participants, SEA reserves the right to offer additional benefits for specific product categories, for limited periods and in accordance with objective criteria, such as:

- ✓ the opportunity to accumulate additional points or bonus points,
- ✓ discounts on points bands,
- ✓ possibility of using the points, including with a joint transaction (points + cash counter-value) to claim bonus services or items within the framework of special edition catalogues. However, it is pointed out that these benefits will be advertised in due time on SEA communication channels.
- ✓ access to any discount and promotional conditions at the airport outlets and with external partners. These conditions cannot be used in conjunction with others already offered by the same partner or outlet. Promotional rates will not allow points to be accumulated, unless expressly indicated; in this case, any maximum ceiling / amount permitted will be indicated.
- ✓ access to any promotions offered via SEA's online communication tools, such as but not limited to newsletters, surveys and quizzes
- ✓ possibility of obtaining additional rewards and benefits created specifically on the basis of the actions of each Member. In order to be able to enjoy these additional rewards and benefits, the Member will have to produce their boarding pass to use one of the SEA products and/or services (for example only: ViaMilano Parking car parks, Fast Track or VIP Lounges), as well as their ViaMilano Program card. The rewards and benefits that can be obtained will not allow points to be accumulated, unless expressly indicated; in this case, any maximum ceiling / amount permitted shall be indicated. During the course of the Programme, SEA may define other initiatives, including for different reasons from those provided for in these Regulations, that will be communicated in due time on the SEA communication channels

4.2 Only purchases made by the Cardholder shall give entitlement to the accumulation of points.

4.3 SEA reserves the right to check that the accumulation of points and relative balance comply with the Regulations of the Programme, at any time. Additional checks may be carried out when the reward is claimed, by asking the Member to produce receipts for the actual purchase. Therefore, to prove the points accumulated, the Member must keep the receipts for the purchases made at the outlets participating in the initiative for 60 (sixty) days after the purchase.



4.4 SEA reserves the right not to credit points if there is sufficient reason to suspect that one or more claims are fraudulent or do not comply with these Regulations. Any irregular and/or unjustified use of the cards and points crediting procedures indicated in these regulations shall entitle SEA to block the cards on which irregular and/or unjustified collections have been made without notice and any rewards claimed shall not be delivered. The points accumulated that are found to result from irregular and/or unjustified collection shall be cancelled definitively and the respective behaviours may be actionable in accordance with the law. By way of example but not limited thereto, points that are credited which, owing to their amount and frequency, although within the maximum limits permitted for the collection of points, are clearly beyond the capacity of the Member entitled to make the purchases registered shall be deemed irregular and/or unjustified. These cards shall be deemed suspended, the Member shall be excluded from the programme and shall lose any right to claim rewards.

4.5 The points accumulated by each Member shall be credited to a personal “statement of account” that allows the points collected and used to be determined at all times. The statement of account may be viewed in the reserved area accessible via the login and password for the Milan Malpensa and Milan Linate websites and the Milan Airports APP.

4.6 Points shall be awarded according to the following criterion:

- ✓ ViaMilano Program profile: **10 points** for each euro spent.
- ✓ Club SEA ViaMilano Program profile: **12 points** for each euro spent.

4.7 A minimum threshold of €5.00 (five/00) shall apply to all purchases made. Purchases made below this threshold shall not give entitlement to the accumulation of points. For purchases above the threshold, however, the entire amount spent shall contribute to the calculation of the total points credited except in cases where other procedures are stipulated.

4.8 To obtain the automatic crediting of points, the Member must show the retailer their ViaMilano Program card, either physically or electronically, at the individual outlet when making a purchase in order for the points to be registered and credited.

4.9 Points accumulated from the online purchase of SEA products and services (for example: ViaMilano Parking car parks, Fast Track



and VIP Lounges) that are subsequently cancelled by the Member within 14 days as from the date of purchase shall be deducted from the Member's points balance by SEA.

4.10 For each car or van hired through Hire Companies participating in the programme and operating at Milan Linate and Malpensa airports, with a maximum of 400 points for each purchase.

4.11 Cars or vans hired at rates that are pre-negotiated (corporate rates) between the hire company and corporate customers shall not give entitlement to points. If the reservation is made online on car hire portals belonging to third companies, points shall not be awarded. If the reservation is cancelled, points shall not be awarded.

4.12 Purchases paid for using restaurant tickets/meal vouchers (of any kind) except for the use of vouchers that are expressly authorised and/or issued by SEA, shall not give entitlement to the accumulation of points.

4.13 The tax receipts for the products purchased must be kept until the points are credited definitively by SEA; this shall take place automatically within 60 (sixty) days as from the date of purchase. The two colours used in the online statement of account shall enable the Member to differentiate between the points credited and those accumulated but not yet credited.

4.14 Until they are definitively credited, the points accumulated may be subject to random checks by SEA to prevent fraud.

4.15 Members that will be subject to checks by SEA shall be contacted by email to provide a copy of the tax receipts for certain purchases they have made. The Member's card shall be "suspended" until SEA staff has completed the examinations in question.

Should the Member fail to respond (SEA shall be obligated to send a maximum of three communications), cards that are blocked for more than 6 (six) months shall be automatically deleted/cancelled after such period and the points accumulated shall be cancelled at the same time. A "suspended" card status shall not permit the Member to accumulate points or collect rewards. Should the Member fail to produce the documentation requested within 90 days as from the suspension notice, they shall be excluded from the Programme and lose entitlement to claim Rewards.





A suspended status shall also preclude the Member from participating in any competitions. If the check shows that the card is not irregular, SEA shall arrange for the points collected during the period of suspension thereof to be credited. Should a Member be suspended more than once following a regularity check, SEA reserves the right to exclude the Member from the Programme, irrespective of the outcome of the first check.

4.16 The purchase of products belonging to the following categories of merchandise shall not give entitlement to the accumulation of points:

- ✓ tobacco,
- ✓ medication and over-the-counter medicines,
- ✓ lottery tickets, bets and scratchcards,
- ✓ postal products,
- ✓ pre-paid phone cards and TV subscription cards,
- ✓ newspapers and magazines.

4.17 Failure to present the card at the time of payment shall mean that points cannot be accumulated or credited at a later date.

4.18 The Member may not sell or swap the points or rewards earned thereby in any way.

4.19 Transfers of points between different cards in the Programme shall not be permitted.

4.20 The Member may not falsify or alter the data regarding their participation in the Programme in any way or issue or provide false or inaccurate information or statements in order to acquire benefits that are not due thereto.

4.21 Points may not be traded or converted into cash.

4.22 The points accumulated by the Member shall be registered in the appropriate statement of account available in the reserved area accessible via the login and password for the Milan Malpensa and Milan Linate websites and the Milan Airports APP[.] SEA's shall be entitled to recognise or delete any points credited in error, at any time, notifying the Member thereof as appropriate.

4.23 During the course of the initiative, based on specific promotional and/or marketing initiatives, the Promoter reserves the right to adopt more favourable conditions for certain categories



of persons, on the basis of predetermined requirements; this may include the possibility of awarding additional bonus points with respect to the basic system. Participants shall be informed of any such possibilities via the relevant communications in accordance with the provisions of Pres. Dec. No. 430 of 2001 (and subsequent regulations).

#### **ART. 5 - REWARDS**

5.1 According to SEA's own estimates, a total jackpot of around €50,000 (fifty thousand/00) excluding VAT will be distributed with regard to this Programme. Under the terms of Art. 7 of Pres. Dec. No. 430 of 26/10/2001, a deposit of 20% of the total value of the rewards that it is assumed will be delivered has been paid.

5.2 The list of rewards can be viewed in the reserved area accessible via the login and password for the Milan Malpensa and Milan Linate websites and the Milan Airports APP.

5.3 The rewards may comprise:

- ✓ vouchers for purchases from the airport outlets at Milan Linate and Milan Malpensa, and for airport services (ViaMilano Parking car parks),
- ✓ access to airport services (for example: ViaMilano Fast Track and ViaMilano Lounge),
- ✓ other rewards as specified on the SEA channels: these can be viewed in the reserved area accessible via the login and password for the Milan Malpensa and Milan Linate websites and the Milan Airports APP.

5.4 SEA reserves the right to:

- ✓ include "extra" rewards in the catalogue for limited periods with dedicated redemption terms, notifying all Members thereof in advance via all the communication channels stipulated;
- ✓ change the amount (€) of any Vouchers in the catalogue, notifying all Members thereof (in advance) via all the communication channels stipulated.

#### **ART. 6 – SPECIAL OFFERS FROM OTHER PARTNERS**

6.1 In addition to the rewards initiative, participation in the ViaMilano Loyalty Program will provide access to a series of special offers from other Partners participating in the Programme. The list is available on the SEA channels.



6.2 The special offers may be enjoyed following registration for the programme or the obtainment of a specific number of points. Irrespective of the points used, the Member shall retain access to the special offers corresponding to their highest number of points collected for the entire duration of their participation in the Programme.

6.3 The updated list of special offers from partners participating in the Programme could change over time including as a result of the expiry of the offers from the Partners.

6.4 SEA reserves the right to introduce additional gifts, services or benefits for participants to extend the range of opportunities proposed. Members shall be notified of any such opportunities on the SEA channels in due time.

6.5 SEA declines all responsibility in relation to the special offers from the Partners participating in the Programme.

6.6 SEA reserves the right to develop specific agreements with Partners for participation in the ViaMilano Program rewards initiative that may include points being credited.

## **ART. 7 - PROCEDURES FOR CLAIMING AND COLLECTING REWARDS**

7.1 Depending on the type of reward, referred to in Art. 5, a Member may claim the reward according to the procedures stipulated in the rewards catalogue shown in the reserved area accessible via the login and password for the Milan Malpensa and Milan Linate websites and the Milan Airports APP.

7.2 Rewards claimed shall be collected according to the following procedures:

- ✓ for rewards in the Voucher category, the Member shall visit one of the outlets/units participating in the Programme informing the retailer in advance of their intention to use the Voucher by showing the relevant barcode or accessing the website directly. The voucher may be requested and used at the time as the purchase. Vouchers are not cumulative. Only one voucher may be used per purchase. In the case of a higher amount, the difference shall be charged to the Member and the retailer shall credit the points relating to the purchase, deducting those relating to the issue of the voucher at the same time, e.g. €45.00 (forty-five/00) purchase with the issue of a €15.00 (fifteen/00) voucher



results in points being credited to the value of €30.00 (thirty/00). The retailer shall then issue proof of the allocation of points;

- ✓ for an e-commerce Voucher, the code must be entered directly on the e-commerce website for personal purchases directly (sic). The Voucher may be used to purchase goods/services at the same time as it is issued. Therefore, the Member must make a purchase with a value equal to or higher than the value of the Voucher. Vouchers are not cumulative. Only one voucher may be used per purchase. In the case of a higher amount, the difference shall be charged to the Member and the retailer shall credit the points relating to the purchase, deducting those relating to the issue of the Voucher at the same time, e.g. €45.00 (forty-five/00) purchase with the issue of a €15.00 (fifteen/00) Voucher resulting in points being credited to the value of €30.00 (thirty/00). The retailer shall then issue proof of the allocation of points;
- ✓ for rewards in the “Airport services” category, the Member selects the required service from the rewards available in the reserved area accessible via the login and password for the Milan Malpensa and Milan Linate websites and the Milan Airports APP. The use of the selected service is then authorised under the conditions provided for by the reward;
- ✓ other rewards claimed shall be collected in accordance with the procedures set out in the reserved area accessible via the login and password for the Milan Malpensa and Milan Linate websites and the updated Milan Airports APP;
- ✓ for some types of rewards, any financial contribution payable by the Member shall be made at the same time as the reward is claimed, following payment via the e-commerce platform on the SEA websites;
- ✓ once the reward has been collected no other types of exchanges or reimbursements are permitted except for reasons attributable to SEA.

7.3 Vouchers may not be used for the categories of goods excluded from the accumulation of points in the programme; these categories are listed under point 4.16 of these Regulations.

7.4 Rewards that are stolen, lost or destroyed or that have expired may not be reissued.

7.5 Should the Member be unable to use the reward, they shall not be entitled to the payment of any sum of money.

7.6 Rewards are personal and may not be used by persons other than the Member claiming them.



7.7 Members may access rewards up to 30 (thirty) days following the final date of the Programme, that is, until 31/01/2019. During the initiative, based on specific promotional and/or marketing initiatives, SEA reserves the right to adopt more favourable conditions for specific categories of persons, on the basis of predetermined requirements. SEA shall inform interested parties of any such opportunities via its communication channels.

7.8 SEA reserves the right to introduce additional periods for the redemption of specific rewards, with dedicated procedures and for limited periods. Members shall receive suitable information on such initiatives on the SEA communication channels.

7.9 Should the reward claimed by the Member no longer be available, it shall be replaced by a reward of equal or higher value of the same type. SEA reserves the right to contact the Member directly to inform them of such an eventuality, in some cases.

7.10 SEA shall offer Members enjoying ViaMilano Program rewards and benefits the opportunity to obtain additional rewards and benefits, created specifically on the basis of the behaviours demonstrated by each Member. SEA shall inform Members promptly of the procedures for obtaining such rewards, via its communication channels.

## **ART. 8 – RULES OF CONDUCT AND PENALTIES**

8.1 A Member's participation in the Programme is subject to compliance with all the conditions and rules of conduct set out in these Regulations.

8.2 In particular, Members are prohibited from any improper conduct involving abusive, disrespectful or harassing behaviour with respect to the staff of SEA[,], companies or entities that are Partners of the Programme or inappropriate behaviour within the areas dedicated to the Members or from refusing to follow the instructions issued by staff of SEA or a company or entity that is a Partner of the Programme.

8.3 The SEA reserves the right, at its sole discretion, to exclude a Member from the Programme and, without prejudice to the rights acquired thereby, to cancel the points accumulated but not yet used when the exclusion is communicated and to cancel any rewards obtained previously and not yet used, if they do not comply with all



the conditions of these Regulations and/or their conduct does not comply therewith or with the statutory regulations, General Terms and Conditions of SEA or one of its Partner companies and, more generally, any other applicable rule or provision.

8.4 Participation in the promotion shall involve acceptance of the conditions of these Regulations.

8.5 Rewards shall only be assigned after the due checks by the Promoter that reserves the right to check at any time that the party eligible for the reward complies with the provisions of these regulations. All attempts at the fraudulent use of the material in the initiative shall represent criminal offences (theft and fraud) that are actionable and, therefore, may lead to judicial proceedings.

#### **ART. 9 – WITHDRAWAL FROM THE PROGRAMME**

9.1 The Holder is free to withdraw from the Programme at any time. SEA must be notified of the withdrawal by registered mail or email to [info@viamilanoprogram.eu](mailto:info@viamilanoprogram.eu). In both cases, in order to permit SEA to check the actual entitlement of the person to request cancellation of the Programme, it is necessary to provide their personal code, date of birth and email address registered in the ViaMilano Program system.

If no reward is claimed at the time of withdrawal from the Programme, the points accumulated shall be lost. A Holder who has decided to withdraw from the Programme shall also lose the opportunity to access the services on the SEA Portal and receive the relevant newsletters.

#### **ART. 10 – PERSONAL DATA PROCESSING AND PRIVACY NOTICE**

10.1 All personal data provided voluntarily by the data subjects when registering for the ViaMilano Program and/or during the use of the Services, including via the SEA Portal, shall be processed by SEA – under the terms of Articles 4, no. 7) and 24 of EU General Data Protection Regulation (GDPR) 2016/679 of 27 April 2016, as well as the Italian legislation in force.

Personal data processing means any operation or set of operations carried out with or without the use of automated processes, applied to personal data or sets of personal data, even if such data is not registered in a databank, such as collection, registration, organisation, structuring, storage, processing, selection, blocking,



adaptation or amendment, extraction, consulting, use, communication via transmission, distribution or any other form of provision, comparison or interconnection, limitation, cancellation or destruction.

As the data controller, SEA shall ensure that the personal data is processed in accordance with the principles of need, legality, fairness, quality of data and proportionality. In each case, the data shall be processed using procedures that ensure its confidentiality by means of electronic, manual or printed instruments; it shall be compared, classified and calculated using lists or directories. In any case, the data shall be processed in accordance with the minimum security measures to guarantee the confidentiality of the subject whose personal data is concerned and prevent the risk of access to such data by unauthorised third parties.

Therefore, SEA shall carry out the relative data processing, under the terms of the GDPR and Italian legislation in force, for the purposes set out below.

**10.2 (Aims and legal basis of data processing)** Data shall be acquired and processed in accordance with the rules established by the GDPR and the Italian legislation in force for the following purposes with the consent of the data subject:

(i) to manage the participation of the Member in the Programme, attribute the rewards and other benefits connected to participation in the Programme and the holding of the card to the Member as well as provide the relative correlated services in accordance with the methods provided for in these Regulations as well as via the dispatch of communications on new developments, initiatives and promotions reserved for members, covered by the programme (“Primary Aims”)

(ii) Direct Marketing (see under point 10.6)

(iii) Profiling (see under point 10.6)

**10.3 (Communication and distribution of personal data for the pursuit of the Primary Aims of data processing).** Data may be communicated to third parties when communication is mandatory according to the law, including therein the prevention/repression of any unlawful activity. With reference to Article 13, paragraph 1, clause (e) of the Regulation and Italian legislation in force, the data



may be communicated for the pursuit of the Primary Aims only to employees/ co-workers/consultants of the Company as well as third-party service providers within the framework of the Programme and with which the Company cooperates for the pursuit of the Primary Aims. The updated list of external data processors is available at the Company's head office.

The data shall not be distributed or personal data disclosed to the public or, in any case, to an indeterminate number of persons.

**10.4 (Data storage periods)** Personal data shall be processed throughout the duration of the Programme and for subsequent versions thereof and shall be stored after the expiry and/or withdrawal by the Member for administrative purposes only (and not for the purposes of Profiling and Direct Marketing) for a period not exceeding three months (without prejudice to any specific legal obligations regarding the storage of accounting documentation and except for the storage of the Member's data for a period not exceeding one year, in any case, for the purposes of permitting the Member to benefit from a reward in view of the points accumulated).

In each case, personal data shall be stored for the purposes of Profiling or Direct Marketing for a period not exceeding twelve and twenty-four months respectively as from registration, except for the actual conversion of the data into an anonymous form to prevent identification of the data subjects, including indirectly or by associating other databanks.

10.5 Personal data that does not need to be stored for the purposes for which it has been processed and, in any case, on the expiry of the storage deadlines referred to above, shall be deleted or converted into an anonymous form by SEA and the third parties to which it may have been communicated for the above-mentioned purposes.

#### **10.6 (Mandatory or optional provision of data)**

Primary Aims. Provision of the personal data required in the Programme registration form marked by an asterisk (\*) is optional but necessary for the Member's full participation in the Programme and for the initiatives connected therewith as well as for the fulfilment of statutory obligations.





Any refusal to provide the personal data requested, in full or in part, including during the execution of the Programme may only give rise to the inability of SEA or third-party service providers within the framework of the Programme to execute the Programme in full or perform the obligations deriving therefrom correctly.

The omission or partial or inaccurate provision of personal data other than that marked by an asterisk (\*) shall have no consequence in relation to the Member's inclusion or participation in the Programme and shall not prevent them from registering for or using the services on the SEA Portal.

Direct Marketing Aim. In order to proceed to processing for the purposes of Direct Marketing specific, separate, express, documented, prior and entirely optional consent must be acquired mandatorily.

By providing consent to data processing for Direct Marketing purposes, the data subject acknowledges specifically the promotional, commercial and marketing aims of the data processing in a broad sense (including the consequent administrative and managerial activities) and expressly authorises this data processing under the terms of Art. 6, paragraph 1, clause (a) of the GDPR and in accordance with the Italian legislation in force.

If the data subject does not intend to give consent to data processing for Direct Marketing purposes, the Company shall be unable to carry out the relative data processing. Failure to provide consent to data processing for Direct Marketing purposes shall not lead to any interference and/or consequence with respect to any other business, contractual or other type of relations in existence with the user.

Profiling. It is possible that for Direct Marketing purposes and to improve the services, the Company shall process so-called "profiling" data. For this processing and the purposes of complete information, reference is made to the definition referred to in Art. 4, paragraph 1, No. (4) of the GDPR: "any form of automated processing of personal data consisting of the use of personal data to evaluate certain personal aspects relating to a natural person, in particular to analyse or predict aspects concerning that natural person's performance at work, economic situation, health, personal preferences, interests, reliability, behaviour, location or movements".



In order to proceed to profiling, it is mandatory to obtain specific and separate consent.

If the data subject does not intend to give consent to processing for Profiling purposes, the Company shall be unable to carry out the relative data processing. The data subject is free to provide data processing consent for Direct Marketing purposes and not for additional consent for Profiling purposes. Should the data subject not intend to provide consent to data processing for Profiling purposes, the Company shall have no Profiling information and the data collected shall be processed solely and exclusively for Direct Marketing purposes by the Company, if the data subject has given consent thereto. The data processed for Profiling and the relative authorised profiles shall not be subject to any distribution.

10.7 In each case, even if the data subject has given consent to authorise the Company to pursue all the aims indicated in the points above, they shall remain free to revoke them at any time.

As required by Art. 21 of the Regulation, it is stated specifically and separately that a data subject shall be entitled to object to the processing of their personal data for these purposes at any time and that if the data subject objects to the data processing, the personal data may no longer be processed for such purposes.

**10.8 (Transfer of personal data to Countries not belonging to the European Union)** The data collected and processed shall not be transferred to companies or other entities outside the European Community.

#### **10.9 (Data controller)**

The ID of the data controller is as follows:

Società per azioni Esercizi Aeroportuali S.E.A., having its registered office in Segrate (Milan) – 20090 – at Milan-Linate Airport

#### **10.10 (Data Protection Officer (DPO))**

The Data Protection Officer may be contacted, including for the exercise of the rights of the data subjects in accordance with Articles 15-22 of the Regulation, by sending an email to [privacy@seamilano.eu](mailto:privacy@seamilano.eu).

#### **10.11 (Data subject rights)**

Data subjects shall be entitled to exercise the rights referred to in Articles 15 to 22 of European Regulation 2016/679 reproduced below in relation to data processing.

Exercise of the rights is not subject to any restrictions in terms of form and is free of charge.

\*\*\*

Pursuant to Articles 15 to 22 of European Regulation 2016/679, data subjects shall be entitled to obtain the correction, integration or deletion of their personal data from the data controller (so-called Right To Be Forgotten); they shall also benefit from the right to obtain the restriction of the data processing and right to the portability of the data, right to object to the processing of the personal data, including profiling and, finally, the right to complain to the Ombudsman.

#### **ART. 11 - REFERENCE TO REGULATIONS AND CONFLICT OF RULES**

11.1 For all matters in these Regulations not expressly stipulated or governed, refer to the relevant legal and statutory regulations applicable with particular reference to Pres. Dec. No. 430 of 26/10/2001, (published in Official Gazette No. 289 of 13/12/2001), containing "Regulations on the organic revision of the system of competitions and prize promotions, as well as gambling initiatives under the terms of Art. 19, paragraph 4, of Law No. 449 of 27/12/1997".

11.2 In the event of any conflict between the provisions of these Regulations and those of said legislation, the latter shall prevail.