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# **INVIOLA PREMIUM CARD RULES**

(the "Rules")

This document sets out the procedures for issuing and using the InViola Premium Card (hereinafter also referred to as the "Card") issued by ACF FIORENTINA S.R.L. a socio unico, whose registered office is in Bagno a Ripoli (Fi), Via Pian di Ripoli 5, Tax Code and VAT No. 05248440488 (hereinafter "ACF Fiorentina" or "Company") at the Fiorentina Point located in Via dei Sette Santi 28r, 50131 - Florence (hereinafter "Fiorentina Point") and on the www.acffiorentina.com website.

The Rules are supplemented by the "InViola Card Information Notice" available at www.acffiorentina.com.

ACF Fiorentina reserves the right to make changes to the Rules at any time, whilst ensuring that the changes made do not adversely affect the holders of the Card (hereinafter also referred to as "Card Holders"). Card Holders will be informed of any changes through notices posted at www.acffiorentina.com.

### 1. INVIOLA PREMIUM CARD

1.1 The InViola Premium 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 is a benefit pursuant to Article 8 of Legislative Decree no. 8 of 8 February 2007, converted, with amendments, into Law no. 41 of 4 April 2007 and subsequent amendments and additions, including to regulations, and issued in accordance with the procedures set out in the Ministerial Decree of 15 August 2009, for purchasing tickets to attend sports events organised by ACF Fiorentina or in which it participates. The InViola Premium Card is an electronic document that can only be used for the purposes indicated below in compliance with these Rules and with the General Terms and Conditions for the purchase of season tickets and regular tickets available at www.acffiorentina.com, the specific terms and conditions for the sale of admission tickets established for individual sports events including by the security authorities and the competent sports bodies, the rules of

good behaviour and/or codes of conduct and/or rules of use of the sports facilities where the events are to be held, as well as any other applicable laws or rules. The InViola Premium Card is available and can also be used in digital format via the Fiorentina App.

- 1.2 The InViola Premium Card replaces the previous "Fan Card" and will therefore have the following main features:
  - a) having the opportunity to purchase season tickets;
  - easily accessing the sport facility areas through gates equipped with electronic reading systems;
  - c) access the possibility of purchasing tickets for the guest sector for away matches of the ACF Fiorentina men's first team, even in the presence of restrictions, always in compliance with the organizational measures imposed by the competent authorities for individual matches;
  - in the event of sales restrictions, have the opportunity to purchase tickets for ACF Fiorentina home games, always in compliance with the restrictions imposed by the competent authorities for individual matches;
  - e) easily purchase, through more streamlined identification procedures than other purchasers, tickets for the event of interest in accordance with the conditions set out in these Regulations and, in particular, in Article 6. The Cardholder may therefore purchase admission tickets, including online, by linking them to their Card, which will replace the normal paper ticket(s). In this case, for physical access to the venue where the event for which the ticket is held is taking place, it will be sufficient to present the InViola Premium Card together with the placeholder ticket (printed independently or provided at the ticket offices). Cardholders will always be identified by presenting a valid identity document upon access to the venue where the event is taking place;
  - f) having the opportunity to participate in prize competitions, contests with prizes, point collections, discount campaigns, loyalty campaigns, etc., promoted by ACF Fiorentina;
  - g) having the opportunity to participate in discount campaigns reserved for Card Holders;
  - h) the possibility to purchase tickets to watch the TV broadcast of ACF Fiorentina

men's first team matches or to participate in other events organized from time to time by ACF Fiorentina at the sports center located in Bagno a Ripoli (FI), via Pian di Ripoli 5 (hereinafter "Viola Park"). In this regard, without prejudice to the Company's right to impose additional conditions of access on a case-by-case basis, the Account Holder may access Viola Park during the opening hours communicated from time to time and may not remain beyond the end of the event unless otherwise communicated, and will not have access to other areas of Viola Park except for the Fiorentina Store. It will not be possible to consume food and/or beverages not purchased within Viola Park, and the Company reserves the right 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 facilities;

- 1.3 ACF Fiorentina shall not be responsible for any negative consequences, directly or indirectly, related to malfunctions of the Inviola Premium 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.
- 1.4 The InViola Premium Card retains its value as a "Fan Card" for two (2) years unless the Cardholder requests renewal. In the absence of such a request by the Cardholder, after the aforementioned period has expired, the "Fan Card" will retain all the features offered by the InViola Card Basic, which can be used through the account referred to in Article 3 below and whose use is governed by the "InViola Card Basic Regulations" always available on the website www.acffiorentina.com.

### 2. CONDITIONS TO QUALIFY AS AN INVIOLA PREMIUM CARD HOLDER

The InViola Premium Card may be requested by natural persons of legal age who have the capacity to act and natural persons who are minors (the latter exclusively with the explicit authorization of those exercising parental responsibility over them and in accordance with the procedures indicated in Article 4 below), and who:

(i) are not the subject of measures pursuant to Article 6 of Law No. 401 of 13 December 1989 (prohibition of access to venues where sporting events are played), (ii) are not subject to the prevention measures referred to in Legislative Decree no. 159 of 6 September 2011 (Code of anti-mafia laws and prevention measures), and (iii) have not in any event been convicted of any offence

committed at or by reason of sporting events, whether or not by a definitive judgment. An assessment of the reasons for refusing to issue the Inviola Premium 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 held liable for the results of such an assessment and for any error in any grounds for refusal found. Therefore, ACF Fiorentina shall henceforth not be held liable in the event that the InViola Premium Card or the individual tickets requested through it are not issued in compliance with the provisions of this Article.

 have not already been the holder of InViola Premium Cards that have been withdrawn/cancelled in accordance with the relevant Rules or on the instructions of the competent public safety authorities or sports authorities.

## 3. INVIOLA PREMIUM CARD ISSUANCE AND ACCOUNT CREATION

- 3.1 Issuance of InViola Premium Cards follows the process provided for by the applicable laws governing "Fan Cards" and is subject to the authorisation of the competent public security authorities.
- 3.2 InViola Premium Cards are issued:
  - by Fiorentina Point staff and the official ACF Fiorentina ticket offices;
  - through the ticket office section of the website www.acffiorentina.com, which uses the VIVATICKET web platform.
- 3.3 A fee may be charged when requesting the InViola Premium Card the maximum value of which is set at the discretion of ACF Fiorentina and communicated at the time of the request and/or published on the www.acffiorentina.com website.
- 3.4 InViola Premium Cards are and remain the property of ACF Fiorentina, which may revoke them and request their return in accordance with Article 11 below.
- 3.5 The applicant is not entitled to reimbursement of this fee if the Card is withdrawn, suspended or if it is not issued (whether because the conditions for qualifying are not met, because of instructions from the competent public safety or sports authorities or for any reason attributable to the applicant).
- 3.6 For an InViola Premium Card to be issued, an applicant must:
  - provide the personal data requested;
  - declare that they are not subject to the provisions of Article 6 of Law No. 401 of December

- 13, 1989, or Legislative Decree No. 159 of September 6, 2011, or that they have not been convicted, even if not definitively, for crimes committed during or because of sporting events:
- provide a passport photo of the applicant/cardholder that guarantees their identification (e.g., no older than six (6) months, without head coverings or other elements that conceal or distort the applicant's face, etc.). The passport photo will be kept for the duration of the InViola Premium Card's validity. If no passport photo is available, it will be possible to go to the official ticket offices where the applicant's image will be taken directly by ACF Fiorentina staff;
- present a valid ID. For requests submitted through acffiorentina.com, you will
  need to indicate the type and number of your valid ID. Fiorentina reserves the
  right to request a copy of your ID to verify the accuracy of the information
  provided.
- 3.7 Applications lacking the mandatory data required or containing manifestly untrue information will not be considered, and there is no obligation to inform the applicant in this regard.
- 3.8 The application for issuance is deemed to be an offer and shall be considered accepted only at the time and place where ACF Fiorentina or a third party delegated by ACF Fiorentina for this purpose (e.g. VIVATICKET) delivers, and the applicant receives, the InViola Premium Card.
- 3.9 If the Card is not issued due to the absence of the required conditions and/or on the instructions of the competent public safety authorities or the competent sporting bodies, this will be communicated to any contact details provided by the applicant or, failing this, personally to the applicant when the Card is collected. In such a case, ACF Fiorentina shall not be required to provide further and more specific explanations and shall not be held liable for any reason and/or cause whatsoever, for any consequence, damage or prejudice suffered, whether by the applicant or by third parties. In such a case, the fee paid shall not be refunded in whole or in part.
- 3.10 An application for the issuance and activation of an InViola Premium Card constitutes acknowledgement and full acceptance of these Rules.
- 3.11 Each new InViola Premium Card holder over the age of 16 will in any case have the option of creating a personal account and accessing their own reserved area on the website www.acffiorentina.com. Through this account, it will be possible to:

- change, update and check their user profile at any time,
- register more easily for any new initiatives/events they are interested in, benefiting from the priority offered to registered users;
- check the balance of their points accumulated in the context of prize competitions promoted by ACF Fiorentina; and
- take advantage of further content and services made available by ACF Fiorentina.

It is necessary to have an account in order to be able to participate in prize competitions or contests.

**Note:** To complete registration, the Card Holder must have the authentication code provided to them by e-mail and SMS. The account activation will only become effective after the Card Holder logs in for the first time.

## 4. PROCESS FOR MINORS TO APPLY TO BE INVIOLA PREMIUM CARD HOLDERS

- 4.1 As regards issuing INVIOLA PREMIUM CARDs to minors, the person who legitimately exercises parental authority over them ("**Applicant**") is responsible for the process.
- 4.2 For requests submitted through the ticket office section of the website www.acffiorentina.com, with reference to the previous article, it specified that:
  - the applicant's identity is verified in relation to their registration on the website www.acffiorentina.com;
  - a passport photo of the minor must be provided, as well as a valid identity document for the minor. For requests submitted through the Fiorentina website, the type and number of the valid identity document must be indicated. Fiorentina reserves the right to request a copy of the identity document to verify the accuracy of the information provided;
  - the Applicant if they have a registered account will be able to view the card of the minor for whom they are the guardian online at www.acffiorentina.com and, if they have it, on the official ACF Fiorentina App;
  - a confirmation email will be sent to the Applicant's email address.

## 5. DELIVERY OF THE INVIOLA PREMIUM CARD

The InViola Premium Card will be delivered exclusively by mail, via tracked and insured courier, to the address communicated at the time of the request; or, for requests presented at the Fiorentina Points:

- to the Card Holder, who will be asked to present an identification document, or
- to a person appointed by the Applicant and in possession of the purchase receipt. In this case, the appointed person who collects the Card will be asked to show proof of identity and sign a delivery document in which they undertake to keep the Card safe until it is delivered to the Cardholder, assuming all related responsibilities.

## 6. RENEWAL OF INVIOLA PREMIUM CARDS

The InViola Premium Card is valid for 2 (two) years and can be renewed at will. Renewal may be requested following the same procedures as for issuance (previous art. 3).

## 7. USE OF THE INVIOLA PREMIUM CARD

- 7.1 InViola Premium Cards bear the holder's name and are strictly personal and non-transferable. Therefore, no one may hold more than one InViola Premium Card at the same time. The Card Holder must keep the Card in safe custody with the utmost care and diligence, specifically to avoid any misuse, fraudulent and/or prohibited use thereof pursuant to the Rules and applicable laws and rules.
- 7.2 The Card Holder acknowledges and accepts that ACF Fiorentina has the indisputable right to exclude or suspend from the loyalty programme at any time (and, as a result, to void the functionality of the InViola Premium Card and the benefits connected thereto), and without this giving rise to any right to obtain any compensation, including *pro-rata* compensation, return of the fee paid or indemnity, for any reason and/or cause whatsoever, any persons:
  - a. who, in ACF Fiorentina's opinion, or on the report of the police, security staff and/or the stewarding department, or through reports from other sources, have behaved in a manner considered relevant for the purposes of applying ACF Fiorentina's rating system, including during transfers in connection with away matches or any event – whether football-related or not – regardless of the time or place in which they took place (i.e. including, but not limited to, friendly matches, training sessions and transfers in connection with away matches);
  - b. who are responsible for violations of regulations, disclosures, and codes published on <a href="https://www.acffiorentina.com">www.acffiorentina.com</a>;
  - c. who have used or attempted to use the InViola Premium Card in an unlawful, fraudulent and/or prohibited manner as well as in breach of the Rules or of the

- rules and sources indicated in Article 1.1 above or otherwise applicable;
- d. for whom it becomes known, for any reason, that they are subject to the measures referred to in Article 6 of Law No. 401 of December 13, 1989, or Legislative Decree No. 159 of September 6, 2011, or to complaints or convictions, even if not final, for crimes committed during or because of sporting events;
- e. who have used the InViola Premium Card as part of scalping or secondary ticketing activities;
- f. who, following checks and verifications, even after the InViola Premium Card has been issued, are found to have provided inaccurate data (e.g. incorrect date of birth or residence) in order to circumvent the control underlying the system for ascertaining that there are no grounds for refusing to issue the Card.
- 7.3 If the Card Holder of the InViola Premium Card wishes to transfer an admission ticket loaded and/or included in the season tickets associated with their InViola Premium Card, they may do so only to another InViola Premium Card Holder in accordance with the procedures established by ACF Fiorentina, but this transfer option is subject to any limits imposed by ACF Fiorentina, the competent public safety authorities and the competent sporting authorities, including for individual events.
- Any use of the InViola Premium Card by a person other than its Card Holder, as well as any other use that does not comply with the express provisions of the applicable rules and laws, is a legally punishable offence, which may also involve criminal proceedings. After signing up for the InViola Premium Card, each Card Holder assumes full and exclusive liability for the use of their own Card and therefore, they will be solely liable for any unlawful, improper, fraudulent and/or prohibited use thereof, as well as any consequences directly and/or indirectly connected therewith, including with respect to third parties.
- 7.5 By purchasing tickets for admission to sports facilities through the Card, the Card Holder will be entitled to access them via dedicated lanes and gates, though they may be subject to security checks by both stewards and law enforcement officers, and may be asked to present a valid identity document.
- 7.6 **Note:** The InViola Premium Card does not automatically confer the right to purchase

the admission tickets requested at any given time. This option will depend on whether the tickets referred to above are actually available and/or on there being no other reasons preventing them from being issued, which may include, but are not limited to, measures, limitations and special conditions imposed by the competent public security authorities, as well as by the competent sports bodies.

7.7 **Note:** The InViola Premium Card does not in itself constitute proof of purchase of tickets/services/products unless the appropriate readers or paperwork confirm that they can be used. The Card also does not in itself entitle the Card Holder to use events/services/products other than those purchased or earned during any participation in loyalty programmes, or to use seats other than those assigned.

## 8. LOSS OR THEFT OF THE INVIOLA PREMIUM CARD

If the card is lost or stolen, the Card Holder must:

- file a formal complaint with the competent public security authorities (Carabinieri, State Police, etc.).
- promptly notify us by sending an email to biglietteria@acffiorentina.it

The stolen/lost Card will be cancelled, and the Cardholder may request the issue of a new Card through the procedures set out in these Regulations.

# 9. MANIPULATION AND COUNTERFEITING OF THE INVIOLA PREMIUM CARD

- 9.1. It is prohibited to counterfeit, alter or otherwise modify the InViola Premium Card. Counterfeiting or alteration of the InViola Premium Card is a punishable criminal offence.
- 9.2. In cases of counterfeiting, alteration or manipulation, the Card will be immediately revoked and the Company may refuse to reimburse the admission tickets associated with it; the provisions of Article 11 below will also apply.

## 10. RIGHT OF WITHDRAWAL AND RETURN OF THE CARD

- 10.1 The withdrawal right referred to in Art. 52 and following of Legislative Decree no. 206 of 6 September 2005, as amended and supplemented (hereinafter the "Italian Consumer Code") is not applicable, since this involves the supply of customised goods as referred to in Art. 59(1)(c) of the Italian Consumer Code, as well as services relating to leisure activities that provide for a specific date or period of performance as referred to in Art. 59(1)(n) of the Italian Consumer Code.
- 10.2 In any case, a Card Holder may, at any time, withdraw from the contract and return

their InViola Premium Card by sending a written notice to ACF Fiorentina by certified e-mail to <a href="mailto:acffiorentina@legalmail.it">acffiorentina@legalmail.it</a> and/or registered letter with return receipt to the address Via Pian di Ripoli 5 - 50012 - Bagno a Ripoli (FI), but they remain solely responsible for paying the amount due for the purchase of the Card. The InViola Premium Card will become invalid from the date the Company receives such communication. In such a case, unused admission tickets and any fees paid at the time of the request for issuance/renewal will not be refunded.

## 11. REVOCATION AND SUSPENSION OF THE INVIOLA PREMIUM CARD

- 11.1 ACF Fiorentina may revoke or suspend the InViola Premium Card issued to a Card Holder:
  - for whom it becomes known, for any reason, that they are subject to the measures referred to in Article 6 of Law No. 401 of December 13, 1989, or referred to in Legislative Decree No. 159 of September 6, 2011, or to complaints or convictions, even with a non-final judgment, for crimes committed during or because of sporting events;
  - who is responsible for breaching the sporting facility use rules;
  - following measures taken by the competent public safety authorities and/or decisions of sporting bodies;
  - if the Card Holder is found to have made false statements relating to the presence of grounds for refusing to issue the Card;
  - in the event that the statements relating to their personal data required in connection with the provision of services and/or benefits relating to the Card, including the purchase of admission tickets for sporting events, are found to be completely or partially false;
  - if it is established that the InViola Premium Card has been used in a manner contrary to the Rules;
  - in the event that the InViola Premium Card is used in a fraudulent or improper manner or in any way prejudicial to ACF FIORENTINA or in breach of the Rules or any applicable laws and rules. The right to take legal action against the Card Holder remains unaffected.
- 11.2 In the event that the InViola Premium Card is revoked/suspended, the unused admission tickets and any fees paid at the time of the request for issuance/renewal

will not be reimbursed and ACF Fiorentina will duly inform the Card Holder of the cancellation and/or suspension of the Card, and no further or more specific explanations need be provided.

### 12. OBLIGATIONS OF INVIOLA PREMIUM CARD HOLDERS

- 12.1 The Card Holder undertakes to provide ACF Fiorentina with their personal data in a proper, exhaustive and accurate manner and to promptly notify ACF Fiorentina of any changes and/or modifications thereof.
- 12.2 Use of the InViola Premium Card implies acceptance of the conditions set out in the Regulations. The Cardholder is required to comply with and observe the regulations, information, and codes published on www.acffiorentina.com.

## 13. REPORTS OR CLARIFICATIONS

The Card Holder of an InViola Premium Card may forward any report or request for clarification to fiorentinapoint@acffiorentina.it or request information at the Fiorentina Points.

### 14. AMENDMENTS

The membership terms and the Rules are accepted upon signing this application. Any relevant changes shall be communicated to the Card Holder 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.

#### 15. PERSONAL DATA PROTECTION

The processing of personal data resulting from/related to the issue of the INVIOLA PREMIUM Card and the InViola Card Basic and the management of their functions, requests from data subjects, and related services is described in the "INFORMATION NOTICE" provided to data subjects who request an InViola Card and who participate in related reward schemes or promotional initiatives - (Articles 12-13-14 of EU Regulation 2016/679), which is an integral part of these Regulations and is always available on the website *www.acffiorentina.com*.

## 16. GOVERNING LAW AND JURISDICTION

16.1 These Rules are 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.
- The offer and purchase of the Card by electronic means are a distance contract governed by Chapter I, Title III (Art. 45 and ff.) of the Italian Consumer Code, as amended and by Legislative Decree No. 70 of 9 April 2003, as amended, which govern electronic commerce.
- 16.3 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.
- 16.4 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).
- 16.5 This is without prejudice to the right of the Card Holder to bring the dispute arising from these Rules 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.