



FIDELITY CARD TERMS AND CONDITIONS



Last update: October 31st, 2024 with effect from January 1st, 2025

TERMS AND CONDITIONS

Termini e Terms and Conditions of BonGustaio FIDELITY CARD for App

1. INFORMATION ABOUT OUR BUSINESS AND THIS AGREEMENT

1.1 These 'Terms and Conditions' refer to the Virtual Points Cards (FIDELITY CARD) exclusively for points of sale under the BonGustaio sign.

BonGustaio FIDELITY CARD is a trademark of BonGustaio Srl, Viale della Repubblica 68/H, 33080 Fiume Veneto (PN).

In this document, the terms "you" and/or "your" refer to the purchaser or recipient of the FIDELITY CARD who is authorized to use the provided "VIRTUAL" card.

1.2 FIDELITY CARDS are provided "virtually" by BonGustaio Srl, Viale della Repubblica 68/H, 33080 Fiume Veneto (PN) by subscribing for free to the BonGustaio Application (APP), which can be found in the Android or Apple web-stores.

1.3 Customer service for FIDELITY CARDS is provided by BonGustaio Srl, Viale della Repubblica 68/H, 33080 Fiume Veneto (PN).

1.4 This document sets forth the rules between us and you governing the possession and use of the FIDELITY CARD solely and exclusively from our BonGustaio application (APP). This agreement and all communications between us and you will be available in the Italian language, with an English translation if necessary. In case of discrepancies between the Italian and the English versions of this agreement, the Italian version will prevail.

2. FIDELITY CARD

2.1 FIDELITY CARD is a cumulative "VIRTUAL" card that can be used exclusively for orders placed through the BonGustaio APP or by calling the point of sale where you usually place the orders.

2.2 The FIDELITY CARD is not covered by the 2009 Payment Services Rules or the 2011 Electronic Payment Rules. With the FIDELITY CARD, no interest is earned on the amount of points collected available on the card.

2.3 The FIDELITY CARD is valid for an unlimited period from the date of registration to the BonGustaio APP. The available points balance is reset yearly, as stated in the paragraph 7.2 of this document.

2.4 Two or more FIDELITY CARDS in your possession must be authorized only by BonGustaio Srl, Viale della Repubblica 68/H, 33080 Fiume Veneto (PN).

3. IDENTIFICATION REQUEST FOR THE ISSUANCE OF THE FIDELITY CARD

3.1 Before issuing the FIDELITY CARD, you may be required to have your identity checked. This information is necessary for prevention from fraud and against money laundering. In addition, this information can help us if your card is used. We retain this information only as long as it is necessary and for the purposes described.

3.2 Upon failure to find proof verifying your identity or the absence of sufficient proof, we reserve the right not to be able to use the FIDELITY CARD. Our decision is final and we are not obligated to provide reasons for our refusal of the FIDELITY CARD in your possession.

3.3 The acquisition and/or use of the FIDELITY CARD indicates your consent to perform the checks provided on the present document.

4. COSTS AND FEES

4.1 There are no costs and/or fees applied at the time of virtual acquisition of the FIDELITY CARD.

5. MODE OF USE OF THE FIDELITY CARD

5.1 The FIDELITY CARD may only be used by the purchaser registered with the BonGustaio APP and cannot be given to another person.

5.2 The FIDELITY CARD can be used for transactions through the BonGustaio APP or by calling the point of sale where you usually place your orders.

6. MANAGEMENT OF THE POINTS ACCUMULATED WITH THE FIDELITY CARD

6.1 The points balance available on the FIDELITY CARD will be increased with each order placed using the FIDELITY CARD, with a minimum threshold of € 7.00 and its multiples. For each order you will be credited nr. 01 point every € 7.00 spent.

The operator in our BonGustaio points of sale, upon your request, may inform you about the cumulative points balance of your FIDELITY CARD.

6.2 For your information, we are publishing the scheme for the minimum points threshold to obtain the AWARD VOUCHERS applicable in the FIDELITY CARD. Award vouchers can be used exclusively by calling the point of sale where you usually place the orders.

Please note: each Reward Voucher is redeemable in one lump sum and cannot be combined with other Reward Vouchers.

| TOTAL POINTS | REWARD VOUCHER |
|--------------|----------------|
| 25 | € 5,00 |
| 35 | € 7,00 |
| 45 | € 12,00 |
| 60 | € 20,00 |
| 100 | € 35,00 |

7. EXPIRATION OF FIDELITY CARD AND RIGHT OF REFUND

7.1 Your FIDELITY CARD is valid indefinitely as long as you are registered with the BonGustaio APP. If you cancel your subscription to the BonGustaio APP, the FIDELITY CARD will no longer be enabled and you will not have the right to use it. The balance points available on the FIDELITY CARD (if any) will have to be compulsorily used to avoid the loss of accumulated points.

7.2 The accumulated points expire annually, as follows:

- points accumulated until December 31st each year will be reset to zero on January 1st the year after.

For example, points accumulated from January 1st, 2024 to December 31st, 2024 will be reset to zero on January 1st, 2025.

7.3 If you have any questions, you may contact us at any of our points of sale under the BonGustaio sign, or at our head office in Viale della Repubblica 68/H, 33080 Fiume Veneto (PN), or via email at comunicazione@bongustaio.it.

8. PURCHASES FROM RETAILERS AND TRANSACTION DISPUTES

8.1 If you believe that you have not authorized a particular transaction, or if you have any dispute about the goods or services purchased, you should contact Customer Service by e-mail at comunicazione@bongustaio.it.

8.2 If you identify a transaction that you believe was not authorized by you or was executed incorrectly, you must inform us, without undue delay and in any case not more than 07 days from the date of the transaction. If we believe that you have failed to inform us with undue delay, unfortunately we will not be able to help you with such a dispute.

8.3 If we believe that you have acted fraudulently or with gross negligence based on the evidence then available to us, we will investigate the circumstances of the case, and we may refuse to return the value of an unauthorized or incorrectly executed transaction until we have completed our investigation and we are sure that you are entitled to compensation.

8.4 If you have notified us about a transaction that was unauthorized or incorrectly executed without undue delay and you have not acted fraudulently or with gross negligence, we will have the FIDELITY CARD reactivated as if the unauthorized or incorrectly executed transaction had never occurred.

9. LIMITATION OF LIABILITY

9.1 If you have used your card, or allowed your card to be used fraudulently, and in a manner not in accordance with these 'Terms and Conditions', and thus for illegal purposes, or if you have caused your FIDELITY CARD or the data thereon could be compromised due to your negligence, you will be held liable for the use and misuse of the card. We will take all reasonable and necessary measures to recover any loss and there will be no maximum limit to your liability, except the possible cases where such limits are imposed by the applicable laws or regulations. Therefore, you must take care of your FIDELITY CARD and its data and act responsibly, otherwise you will be held responsible.

10. PERSONAL DATA

10.1 At the time of enrollment we collect certain information about the purchaser and users of the FIDELITY CARD for the purpose of administering the BonGustaio APP program. Personal information collected by BonGustaio Srl, Viale della Repubblica 68/H, 33080 Fiume Veneto (PN), will be used only and exclusively as described in the Data Protection Act.

10.2 Your personal information will be processed by all the organizations described in this agreement for the purpose of administering the FIDELITY CARD and to address any inquiries about the FIDELITY CARD. To provide a customer service and manage your FIDELITY CARD, we may use the assistance of data processors, and we may transfer data outside the EEC. Should we do so, we will take steps to ensure that the data is subject to the same level of protection as if it had been processed within the EEC.

10.3 Unless you have given us your consent, your personal data will not be used for the marketing purposes, nor will it be shared with third parties outside the BonGustaio APP program.

10.4 By purchasing or using the FIDELITY CARD, you agree to all the terms of this Agreement regarding the use of your personal information. You have the right to request details of your personal information held by us, and you may receive them by writing to BonGustaio Srl, Viale della Repubblica 68/H 33080, Fiume Veneto (PN).

11. CHANGES TO THIS DOCUMENT

11.1 This 'Terms and Conditions' document may be changed or updated at any time for legal, regulatory, security reasons, to enable proper delivery or to improve the service of the FIDELITY CARD. If changes are made, they will be made public two months before the changes take effect (unless we are required by law to make a change more quickly); updated copies of the 'Terms and Conditions' will be made available online on the website www.bongustaio.it and the update will be made public via notification posted on the BonGustaio APP.

11.2 Due to the nature of FIDELITY CARD programs, it is often difficult or even impossible to contact each individual cardholder in the event of a change to this document. It is therefore the responsibility of both the purchaser and the FIDELITY CARD user to regularly check the BonGustaio APP in the 'notifications section' for changes to the 'Terms and Conditions'. We will assume that this will be done and therefore we are entitled to assume that you have accepted any changes to this document unless you inform us otherwise. We will treat such circumstances on a case-by-case basis.

12. LAW AND COURTS

12.1 These 'Terms and Conditions' shall be governed by the Italian laws, and any disputes will be managed by the courts of Pordenone.

You may contact us using any of the following methods:

E-mail: comunicazione@bongustaio.it

Website: www.bongustaio.it

Mail: BonGustaio Srl - Viale della Repubblica 68/H 33080 Fiume Veneto (PN).

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