



GENERAL TERMS AND CONDITIONS FOR REGISTRATION IN HELLENIC TRAIN's HT CARD MEMBER PROGRAM

1. THE COMPANY

HELLENIC TRAIN S.A. Passenger and Cargo Transport Services Railway Societe Anonyme, established under Greek law, having its registered office in Athens, Greece, 13, Petmeza Street, 11743, (hereinafter referred to as **"the Company"**, **"HELLENIC TRAIN"** or **"HT"**) has developed and manages a "MEMBER of HELLENIC TRAIN HT CARD" program for its passengers, hereinafter **"the Program"**.

The program is addressed to all passengers who purchase tickets of HELLENIC TRAIN online (through its site or mobile application) or other HELLENIC TRAIN sale points, regarding the Company's new trains (ETR) Athens-Thessaloniki itinerary.

Persons who register for the program are considered to have read the present Terms and Conditions and to fully and unreservedly accept their content. All HT offers, awards and services are subject to availability and may be changed by the Company at any time without notice. Except as otherwise expressly prohibited or limited by applicable laws, the Company may at any time amend, modify or supplement these T&C and the structure for the Program at any time. The Members are responsible for remaining knowledgeable of these T&C and any changes thereof. Your continued participation in the Program will constitute your acceptance of any such changes on the T&C.

2. PURPOSE

The Program aims to enable each registered passenger (hereinafter **"Member"**) to receive individualized services from HELLENIC TRAIN, such as informational travel services, newsletters, commercial offers and other services at the sole discretion of HELLENIC TRAIN,

as well as special discount as welcome offer for people traveling with the Company's new trains (ETR) at the Athens-Thessaloniki itinerary.

3. HOW TO BECOME A MEMBER

3.1. Conditions for participation

Participation in the Program is open to all individuals over 18 years old.

3.2. Program registration procedure

Any individual who wishes to become a member of the program must complete an application for participation in the program through the website tickets hellenictrain.gr and create a member profile, by filling in his/her details.

The registration will be confirmed electronically by sending an email at the addressed provided by the Member during registration and only one application per person will be taken into account.

If a Member provides false or inaccurate personal details, HELLENIC TRAIN may cancel any privileges and remove him/her from the Program. Members can correct/ update their information, as provided during registration, through their Member Profile page. In no event will the Company be held liable for any direct, indirect, special, exemplary, punitive, incidental or consequential damages to members or third parties as a result of false or inaccurate declarations of the personal details of members. Members are solely responsible, and shall bear any criminal consequences, of the declaration of false or inaccurate details. In the event of fraudulent use of a member profile, HELLENIC TRAIN S.A. shall not be held liable for any damage from such unlawful use of a Member's profile.

Applicants authorise the representatives of HELLENIC TRAIN S.A. to proceed to any legal cross-checking of their identity, phone number and contact information.

3.3. Termination of participation in the program

Members may terminate their participation in the Program at any time. In this case, they shall notify HELLENIC TRAIN S.A. of their decision by activating the corresponding "Delete Member" option in their Member Profile page.

The participation of the Member in the Program shall be deemed terminated as of the date of submission of the deletion request. Upon termination of a membership, HELLENIC TRAIN S.A. shall not be required to pay any compensation. The confirmation of the member's deletion shall be made electronically by sending a confirmation email.

Participation in the Program is strictly personal and, in the event of a Member's death, participation in the Program and the benefits and advantages of the Program are terminated automatically.

3.4. Termination by the Company

HELLENIC TRAIN S.A. reserves the right to ban from the Program any Member in case that a Member: a) does not respect the present Terms and Conditions, b) acts in a manner inconsistent with applicable laws, c) uses the Program and its benefits or advantages abusively or fraudulently, d) Engages in any misconduct in connection with the Program and its privileges. The banning of a Member results in the immediate loss of all its privileges. HELLENIC TRAIN S.A. reserves the right to refuse any future applications for membership by former Members of the Program.

4. PROGRAM DURATION

The Program shall be valid until December, 31st 2022. HELLENIC TRAIN S.A. has the right to unilaterally extend or modify the Program, sending a notice to the members by email, or terminate the program at any time. In the event of termination of the Program, any unused discount tickets issued under the Program shall continue to be valid. HELLENIC TRAIN S.A. shall bear no responsibility for any damage or loss caused directly or indirectly from the termination of the Program.

5. GENERAL

5.1. Changes to the program

HELLENIC TRAIN S.A. reserves the right to change or amend the Terms and Conditions at any time, without prior notice. If a Member does not agree with these amendments, he/she is free to terminate his/her participation in accordance with the conditions mentioned above (section 3.3).

HELLENIC TRAIN S.A. shall bear no responsibility for any damage or loss caused directly or indirectly from amendments to the Program.

5.2. Liability

HELLENIC TRAIN S.A. shall not be responsible for any delays, losses, poor network connections or internet problems in general or the delays of its external partners that result in preventing the execution of its obligations under the Program.

5.3. Versions of the program

The Terms and Conditions of the program shall be available in Greek and English. In case of differences between these two versions, the Greek version shall prevail.

6. PERSONAL DATA

HELLENIC TRAIN respects the privacy of its members and takes the applicable technical and organizational measures for the protection of their security and confidentiality.

Personal data we collect

During the registration process to the HT Card Program, the Company collects and processes the necessary information for your registration and the creation of your personal account. Such data are: name, surname, date of birth, email address, phone number, personal code (mandatory fields), while you can also complete the following provisional information (sex, address- city- P.C., country). Moreover, for the duration of your membership, we collect and process information related to the purchase of tickets you make by using your account, as well as the corresponding privileges you collect.

Purpose of processing- Legal basis of processing

The aforementioned information are necessary for the performance of our contractual relationship pursuant to the present T&C and the provision of your membership privileges (Legal basis: Contractual obligations art. 6 1b GDPR). Moreover, your contact details are used in order for the Company to send you communications and offers related to the Program (Legal basis: legitimate interest art 6 1 f GDPR), whereas in case that you provide us with your consent, we may use your contact details to send you communications and offers of our Company (Legal basis: Consent art. 6 1a GDPR)

Retention period

The information you provide us are kept for as long as you remain a Member and in case of termination of your Membership account, the information remain only for as long as it is necessary for our compliance with Hellenic Train contractual or legal obligations. After the end of such period, your data are safely deleted from the Program.

Transfer of data

Your personal data are kept secure and confidential. We may share your data within FS Group for the aforementioned purposes, as well as with third parties who provide us support services (data processors) for the provision of our services, which are contractually bound to act under our instructions and guidance. Finally, we may disclose information to public police authorities, public prosecutors or other supervisory authority pursuant to the law.

Your rights

Pursuant to the Greek and EU legislation you have: (i) the right of access and information, (ii) the right of rectification, (iii) the right of erasure, (iv) the right to ask restriction of processing, (v) the right to data portability, (vi) the right to object, including object to automated decision making and profiling, (vii) the right to withdraw your consent at any time, without affecting the lawfulness of processing that took place before such withdrawal.

For any questions on the processing of your personal data and your rights, please submit your questions to Hellenic TRAIN Data Protection Officer at dpo@hellenictrain.gr. In case you consider that we have not properly responded to your request, you can always contact the Greek Data Protection Authority (www.dpa.gr).

For more information on the processing of your personal data and your rights, please read the Privacy policy of HELLENIC TRAIN, available at: <https://www.hellenictrain.gr/en/privacy-policy-2>

7. APPLICABLE LAW - JURISDICTION

All disputes that may arise from the interpretation or enforcement of these Terms and Conditions of the Plan shall be subject to Greek law, while, if any such disputes are not settled amicably, the Courts of Athens shall be competent for their resolution.

Updated: July 2022