



Be Power S.p.a
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TERMS AND CONDITIONS OF THE PRIZE PROMOTION "Invite a Friend"

1. Promoter

Be Power S.p.A., with registered office at Via Carlo Bo 11, 20143, Milan (MI), VAT No. 09950180969 (the "**Promoter**"), in association with **Be Charge S.r.l.**, with registered office in Milan, Via Carlo Bo 11, Tax Code and VAT No. 09957510960 ("**BEC**" or the "**Associate**").

2. Representative

Advice Group S.p.A., with registered office at Via Confienza 10, 10121, Turin, Tax Code and VAT No. 09322540015.

3. Territorial Scope

This prize operation is valid throughout Italy and the Republic of San Marino.

4. Type

Prize operation.

5. Promotion period

From **04/03/2025** to **31/10/2025** (the "**Validity Period**").

6. Purpose

This initiative aims to promote the subscription of new customers to the Plenitude On the Road electric charging service and the use of the free Plenitude On the Road App (the "**App**").



Be Power S.p.a

Capitale Sociale € 698.251,00 i.v.
Registro Imprese di Milano-Monza-Brianza-Lodi
Codice Fiscale e Partita IVA 09950180969 - R.E.A. Milano - n. 2123705
Società soggetta all'attività di direzione e coordinamento di Eni S.p.A



7. Eligibility

The prize operation (the "**Participant**" or "**Participants**") is open to all individuals who are (or become, during the Validity Period) customers of Plenitude On the Road, provided they are registered on the App with an active billing profile and a valid payment method. Participants act as "**Referrers**" by inviting their friends, family members, and acquaintances ("**Invitees**") who are not registered on the Plenitude On the Road App to register and use the electric charging service.

8. Participation and prizes

Each Referrer must access the App and click on the "Invite a Friend" section available in their "Profile" section, where they can retrieve their Invitation Code and share it according to the App's on-screen instructions.

To be eligible, the Invitee must:

- Download the App;
- Complete the registration process, entering the required details and the Invitation Code received from the Referrer in the dedicated field;
- Set up a billing profile and a valid payment method;
- Perform an electric recharge of at least 10kWh at a charging station available in the App under the pay-per-use tariff.

Recharges completed using promotional rates will not be considered valid for this initiative.

To ensure compliance with these conditions and the eligibility for Prizes, the Invitee must register and complete the process using a different device from



that used by the Referrer. If the same device is detected for both parties, no Prize will be granted.

Once the above requirements are met:

- The Referrer will receive a **discount voucher worth €5** for use on an electric recharge at a charging station listed in the Plenitude On The Road App (the "**Referrer Prize**").
- The Invitee will receive a **discount voucher worth €10** for use on an electric recharge at a charging station listed in the Plenitude On The Road App (the "**Invitee Prize**").

If the same Invitee receives an invitation to download and register on the App from multiple Referrers, they will be entitled, upon completing the described procedure, to receive only one Invitee Prize. Consequently, the Prize will be attributed solely to the Referrer whose Invitation Code was actually used by the Invitee during the registration process on the App. Each Invitation Code is unique and identifies a specific Referrer.

The Prize is non-transferable, non-convertible to cash or gold tokens, and neither the Referrer nor the Invitee is entitled to request, with or without the addition of monetary amounts, the option to receive a different prize.

If, at the time of issuance, the Prize is no longer available due to reasons not attributable to the Promoter or the Associate, or if it is no longer on the market, the Promoter will provide a substitute prize of equal or greater value than the promised prize as stated in these Terms and Conditions. In such cases, prior and timely notice will be given to participants, in compliance with the formalities required by Presidential Decree 430/01.



9. Prize delivery

Once the right to the Prize has been acquired in accordance with the provisions set out in paragraph 8, the discount vouchers worth €5 for the Referrer and €10 for the Invitee will be automatically credited to the Plenitude On the Road App, under the section "Profile" > "Coupons and Promos" > "See All."

The crediting of the discounts in the App will take place within 60 days from the date the Invitee has completed the requirements outlined in paragraph 8, including completing their first electric recharge of at least 10kWh.

The discounts may be used for a single recharge to be carried out within 30 days from the date they are credited in the App. After this deadline, the discounts will no longer be usable and will not be refunded, even in case of partial use.

To use the credit, both the Referrer and the Invitee must have entered an active and valid billing profile and payment method in the App. For the Terms and Conditions of use of the Plenitude On the Road App, please visit: [Documents Be Charge and Be Together | Eni Plenitude.](#)

The Promoter assumes no responsibility in case of failure to use the discount by the Referrers and Invitees within the indicated expiration date.

Furthermore, the Promoting Company and the Associate are not responsible for malfunctions of hardware, software, or connectivity issues experienced by the Recipients, or for those attributable to internet service providers preventing access to the App.



Recipients are strictly prohibited from engaging in any fraudulent or unlawful activities while participating in the initiative.

The Promoter and Associate reserve the right to prevent participation or annul the winnings of any Recipient who does not participate in good faith. They also reserve the right to carry out any necessary checks to verify compliance with the participation conditions.

If, following an inspection, the Recipients' personal data is found to be incorrect, if the identity of the Recipient cannot be verified, or if the data provided is deemed "invalid/non-existent," the Recipient's participation will be annulled, and the Prize will not be awarded.

Participation in this prize operation implies the unconditional and full acceptance of the rules and clauses contained in these Terms and Conditions, without any limitation.

If the Referrer or the Invitee requires assistance, they may contact Plenitude On the Road Customer Service, managed by Be Charge S.r.l., by calling +39 0287119401 or by writing to servizioclienti@bec.energy .

10. Prize pool

The following prizes will be distributed:

- 700 Referrer Prizes with a commercial value of €5.00 (five/00), VAT included;
- 600 Invitee Prizes with a commercial value of €10.00 (ten/00), VAT included.

The indicative total prize pool amounts to **€9,500.00** (nine thousand five hundred/00), VAT included (subject to adjustments).



The market value of the reported prizes is based on current estimates at the time of issuance.

11. Tax waiver

The Promoting Company and the Associate declare their waiver of the right to recover withholding tax pursuant to Article 30 of Presidential Decree 600 of 29/09/73 in favor of the winners.

12. Promotion Publicity

The Promoting Company and the Associate will communicate the promotion through the App, the website eniplenitude.com, email, and any other means deemed appropriate for the dissemination of the initiative. The advertising messages will be consistent with the provisions of these Terms and Conditions.

Any modifications made to these Terms and Conditions during the course of the Prize Promotion will be communicated to the Recipients in advance, ensuring the protection of their acquired rights, using the same communication methods employed for publicizing these Terms and Conditions.

13. Document retention

The declaration relating to these Terms and Conditions, drafted and self-certified pursuant to Article 10, paragraph 3, of Presidential Decree 430/2001, is intended for retention at the registered office of **Be Charge S.r.l.**, located at Via Carlo Bo 11, Milan, Tax Code and VAT No. 09957510960. The document will be kept for the entire duration of the promotion and for twelve months following its conclusion.

14. Guarantees and compliance

This Prize Promotion is carried out in compliance with Presidential Decree No. 430 of October 26, 2001, and in accordance with the instructions indicated in Circular No. 1/AMTC of March 28, issued by the Ministry of Economic Development. In accordance with Article 7 of Presidential Decree 430/2001, an appropriate surety guarantee amounting to 20% of the total Prize Pool has been provided. Be Power and Be Charge are also responsible for all administrative and fiscal obligations deriving from this initiative.

15. Data processing

Pursuant to Regulation (EU) 2016/679 ("**GDPR**"), Be Charge S.r.l., as the data controller of personal data processing carried out within the App ("**Be Charge**" or the "**Controller**"), provides the following information regarding the processing of Recipients' personal data conducted within the scope of the Prize Promotion. The data processing will comply with the requirements of the GDPR and Legislative Decree 196/2003 and its amendments ("**Privacy Code**").

A. Data Controller

The data controller is Be Charge S.r.l., with registered office at Via Carlo Bo 11, 20143 Milan (MI), which can be contacted at privacy@bec.energy.

B. Data Protection Officer (DPO) Contact Details

Be Charge has appointed a Data Protection Officer, who can be contacted at the following email address: dpo@eni.com.

C. Purposes, legal bases of processing, nature of data provision, and data retention



Recipients' personal data will be processed by Be Charge for the following purposes:

I. Purposes related to the Prize Promotion, specifically:

- Ensuring the Recipients' right to participate in the initiative;
- Managing participation in the initiative (e.g., sending invitations to register on the App to friends, family, and acquaintances);
- Sending communications strictly related to the initiative via email (e.g., sending discount codes to Recipients).

The legal basis for processing is the provision of services related to the Prize Promotion, as governed by these Terms and Conditions. Data provision is not mandatory, but refusal to provide data will make participation in the Prize Promotion impossible. The data will be retained for 10 years following the Recipient's unsubscription from the App, in compliance with applicable statutory limitation periods.

II. Compliance with legal obligations, regulations, and provisions issued by legally authorized authorities.

The legal basis for processing is compliance with legal obligations, both civil and fiscal, as well as adherence to regulations and EU law, including codes and procedures approved by competent authorities.

III. Establishment, exercise, or defense of a legal claim by Be Charge or third parties, particularly in managing complaints, disputes, legal proceedings, and/or settlements.

The legal basis for processing is the legitimate interest of Be Charge and/or third parties in protecting their rights.



IV. Aggregated statistical analysis.

Recipients' personal data will be processed for the compilation of aggregated statistics related to the initiative. The legal basis for processing is Be Charge's legitimate interest in evaluating the performance of the initiative and improving its features based on Recipient interactions.

D. Data sharing and recipients

Personal data may be shared for the purposes described above with:

- Entities directly involved in fulfilling the mandatory obligations under promotional prize regulations on behalf of Be Charge, acting as data processors;
- Service providers acting on behalf of Be Charge, appointed as data processors (e.g., IT service providers);
- Public or private entities (e.g., insurance companies, banks, legal advisors, public authorities, judicial bodies, tax authorities), acting as independent data controllers.

Personal data will not be disclosed publicly.

E. Transfer of personal data outside the EU

Recipients' personal data will not be transferred outside the European Economic Area (EEA).

F. Data subject rights

Pursuant to the GDPR and in cases provided for by the GDPR itself, Recipients may exercise the rights set out in Articles 15 and following of the GDPR, including:



- **Right of access:** Request confirmation from the Data Controller as to whether or not personal data concerning them is being processed and, if so, access the relevant information;
- **Right of rectification:** Request the rectification of inaccurate or incomplete personal data;
- **Right to erasure (Right to be forgotten):** Request the deletion of their personal data;
- **Right to restriction of processing:** Request the limitation of data processing;
- **Right to data portability:** Request to receive their personal data in a commonly used and machine-readable format, or request that the data be transmitted directly to another controller, where technically feasible;
- **Right to object:** Recipients also have the right to object, in whole or in part, for legitimate reasons and in cases provided for by the GDPR, to the processing of their personal data.

Finally, if Recipients believe that the processing of their data violates the regulations on personal data protection, they have the right to lodge a complaint with the Italian Data Protection Authority (information available at www.garanteprivacy.it).

Recipients may exercise the above rights:

- By sending an email to privacy@bec.energy ;
- By contacting the Data Protection Officer at dpo@eni.com .