

# MANIFESTO

## Be Together

These Terms govern access to and the supply of the initiatives and services related to the Be Together Initiative, which can be used via the Plenitude On The Road App (also, the “App”), and are defined and provided in accordance with applicable legislation. Accessing and using the Be Together initiatives implies that the Recipients declare they are at least 18 years of age and that they have read and agree to these Terms of Use as well as the individual sets of rules that will govern each specific initiative. Recipients may request additional information by accessing the “Support” section within the Plenitude On The Road App. This Manifesto and the rules governing individual initiatives will be available and accessible [here](#).

### DEFINITIONS

‘Be Together Initiative’ means the loyalty programme created by the Promoter Company for its customers, as defined below.

‘Promoter Company’ means Plenitude On The Road S.r.l., Via Carlo Bo 11, 20143 Milan, VAT no. 09950180969, i.e., the entity that is the Data Controller for processing user data.

‘Be Together Account’ means a personal profile created by the Recipients at the time they accept this Manifesto and the documents relating to the individual initiatives linked to Be Together and through which they may use the proposed activities.

‘Services’ means activities, games, products, services, training, information and editorial content managed by the Promoter Company, which are available and accessible in the Be Together dedicated area pursuant to these Terms and/or specific rules.

‘Content’ means all materials and content shown, included, incorporated, uploaded, posted, published, performed and/or used in the Plenitude On The Road App, including, without limitation, any game, quiz, list, feed, text, graphic, logo, photograph, image, software, audio, video, animation and subject matter.

‘Dedicated Be Together Area’ means all content on the following web page (<https://eniplenitude.com/mobilita-elettrica/be-together>), where the Be Together Manifesto and the rules governing individual initiatives are available.

‘Manifesto/Terms of Service’ or ‘Terms’ means these Terms and Conditions.

‘Privacy Policy’ means the documentation required by personal data protection legislation, which Recipients have the right to view in order to understand how their data will be processed by the Promoter Company for the purposes of participating in the Loyalty Programme.

‘Recipients’ means customers of the Promoter Company, specifically natural persons who are 18 years of age or older and who:

- have downloaded the Plenitude On The Road App;

- have created a profile by registering at least a name, surname, email address and telephone number;
- have selected Italy as the “Charging Country”;
- have joined the Be Together initiative.

‘Charging Country’ means the country selected when registering in the App, indicating where Recipients wish to charge a vehicle. This selection may be changed at any time by accessing the relevant section of the App.

‘Billing Profile’ means the set of data entered by users required to pay for charging sessions.

## **1. TERMS OF USE**

The Terms and Conditions of the Manifesto are binding for Recipients in order to participate in the Be Together initiative. Use of the Services is subject to having read and accepted this Manifesto, the Privacy Policy, and the individual sets of rules governing the various activities forming part of the Be Together Initiative. Accessing the Be Together Services implies that Recipients declare they are at least 18 years of age. Only Recipients as defined above may access the products and services of the Be Together Initiative. To participate in certain initiatives, Recipients may be required to complete their profile in the Plenitude On The Road App by adding their Billing Profile. Further details will be provided within the rules governing the individual initiatives.

Recipients are invited to periodically consult the Manifesto and the dedicated Be Together section of the App, which will contain the active initiatives and the related rules, as well as the Privacy Policy, to check for any updates or changes.

## **2. DESCRIPTION OF SERVICES**

The Services offered to Recipients include:

- the opportunity to participate in promotional initiatives, either continuous or occasional, prize draws or other activities that allow them to obtain rewards and/or benefits as proposed from time to time. These activities may be promoted by the Promoter Company or by third-party partners;
- access to articles and information and editorial content managed by the Promoter Company relating to the world of e-mobility, consumer habits, environmental and sustainability topics;
- access to newsletters, surveys, games, quizzes, videos and polls available on the App and/or on the Plenitude On The Road website.

## **3. ACCESS TO SERVICES**

- 3.1. To create a Be Together Account, Recipients must download the Plenitude On The Road App to their device from the relevant store free of charge (excluding standard internet data charges as per their personal service provider), and register for the Be Together programme by viewing the participation documents provided from time to time.
- 3.2. Participation in Be Together and its individual initiatives is free of charge. Any expenses, costs or additional actions necessary to meet the participation requirements (e.g., internet traffic, email account, etc.), as well as constant updating and maintenance of the operating system used to access the Plenitude On The Road App, are the sole responsibility of the Recipients.

- 3.3. Any charges applied by fixed-line and/or mobile phone operators for accessing the Services – including, by way of example, internet connection or extra data usage – are not dependent on the Promoter Company and fall exclusively under the responsibility of the Recipients, who must verify their plan and hereby waive any claim against the Promoter Company in connection with such charges.

#### **4. RECIPIENT PROFILES**

- 4.1. Recipients are responsible for safeguarding the credentials used to access the Services via their Account. The Promoter Company declines all responsibility for any loss or damage resulting from the loss of such credentials.
- 4.2. Recipients are solely responsible for keeping their personal profile and credentials secure and are liable for any activity carried out through their profile. They must promptly notify the Promoter Company if they become aware of or suspect unauthorised access to their profile. If Recipients allow others to use their credentials, they may be held liable for any activities carried out using their Account by such persons.

#### **5. AMENDMENTS AND LIMITATIONS TO SERVICE**

- 5.1. Participation in the Be Together Initiative requires correct operation of the Plenitude On The Road App. Recipients must keep the App updated, using any new versions released.
- 5.2. The Promoter Company may interrupt the supply of and/or access to the Services or part of the Services at any time, either temporarily or permanently, in accordance with the Terms and Conditions of the individual initiatives. In such case, Recipients will not be entitled to reimbursement, benefits or other compensation relating to the interruption of parts of the Services or of any previously earned or acquired Virtual Elements.
- 5.3. At any time, the Promoter Company may, on its own initiative or at the express request of judicial authorities and by notifying the Recipients of the reason, suspend their Account for a maximum of 180 (one hundred and eighty) consecutive days (unless a longer period is requested by judicial authorities), when necessary to ensure transparency, security or the correct performance of the Service, in cases of force majeure or at the request of judicial authorities.
- 5.4. Under no circumstances shall the Promoter Company be held liable to Recipients or any third parties for the modification, suspension, interruption and/or termination of the Website Services.

#### **6. ACCOUNT CANCELLATION**

Recipients have the right to request and obtain closure of their Be Together Account at any time, without notice, penalties or the need to provide any reason. To unsubscribe, Recipients must contact the Customer Service by Plenitude On The Road, via the portal. Participation in the Be Together Initiative will also be discontinued if Recipients delete their account from the Plenitude On The Road App.

#### **7. INTELLECTUAL PROPERTY RIGHTS**

Recipients are permitted to use the Plenitude On The Road App and the Be Together functionalities in accordance with the Terms and Conditions set out in this document.

Recipients expressly acknowledge that all intellectual property rights, including those protected under copyright law or other provisions, relating to any content available in the Plenitude On The Road App and linked to the Be Together Initiative, are owned by the Promoter Company. In any case, the Terms and Conditions of the Plenitude On The Road App apply and are available [here](#).

## **8. THIRD-PARTY CONTENT**

Recipients are aware that the Be Together Initiative area of the App may include links to third-party websites and/or applications, features, or references to third-party products or services not controlled by the Promoter Company. The Promoter Company accepts no responsibility for the activity carried out by third-party companies or platforms involved in the Be Together Initiative, including, but not limited to, the proper delivery and functioning of proposed discounts and promotions. If Recipients choose to visit or use any such third-party sites or services, the relevant terms of use and privacy policies of those third parties will apply exclusively.

## **9. CHANGES TO TERMS**

- 9.1. The Promoter Company reserves the right, at its sole discretion, to modify, add or remove parts of the Terms and Conditions of this Manifesto and, where appropriate, the individual rules governing initiatives, at any time, by publishing the updated version in the Dedicated Be Together Area. The Promoter Company will inform Recipients of any changes through communications such as – by way of example – emails or in-App messages/notifications.
- 9.2. Unless otherwise indicated, changes shall be effective upon publication. The new versions of the Terms and Conditions of the Manifesto and any other policies, codes or rules will be available in the Dedicated Be Together Area.
- 9.3. By using the Services after the changes are published, Recipients agree to them.
- 9.4. Without prejudice to the above, it is the Recipients' responsibility to consult the Be Together dedicated area, read the Manifesto and the Terms contained in it, and consult the rules governing the individual promotional initiatives.

## **10. PERSONAL DATA PROCESSING**

- 10.1. For information regarding the processing of personal data, please consult the privacy policy available at: [Plenitude On The Road Documents | Eni Plenitude](#)
- 10.2. Regarding the installation of cookies during use of the Website, please see the cookie policy available at: <https://eniplenitude.com/info/cookie-policy>

## **11. FINAL CLAUSES**

For all matters not expressly governed by these Terms and Conditions and/or the rules of individual initiatives, the Terms and Conditions for use of the Plenitude On The Road App shall apply and can be viewed [here](#).

The failure of the Promoter Company to exercise any right, prerogative or remedy under these Terms and Conditions (or any rights under applicable legislation) shall not constitute a waiver thereof, and such rights, prerogatives or remedies shall remain available to the Promoter Company.