

## Autostrada Asti-Cuneo S.p.A.

### “25% discount on new electronic toll collection contracts - free flow section”

*With the implementation of the Free Flow toll collection system, users passing under the portals gradually installed along section II of the A33 motorway (from the A6 interchange to Asti) will only be able to pay the toll in deferred mode.*

*Also in order to help users during the initial implementation phase of the Free Flow toll system, the Company intends to encourage the adoption of continuous toll payment forms managed with the Free Flow collection system, to allow users to avoid single payment operations at each transit.*

*In this regard, the Company, following the approval of the Ministry of Infrastructure and Transport, pursuant to Article 29.1 of the concession agreement, decided to **encourage electronic toll collection, by applying a 25% discount on tolls, (from 1 September 2024 to 31 December 2025, unless extended) for transits along the A33 managed with the free-flow toll collection system, carried out by new users without an active electronic toll contract, who will activate an electronic toll contract with an electronic toll service provider participating in the Initiative, which has developed adequate data exchange flows with the Company, between 5 August 2024 until the end of the Initiative, in compliance with the following***

## RULES AND CONDITIONS FOR BENEFITING FROM THE INITIATIVE

### “25% discount on new electronic toll collection contracts - free flow section”

- 1- These Rules and Conditions govern the methods for using the toll facilitation initiative (“Initiative”) reserved for subscribers to new electronic toll collection contracts that the Autostrada Asti-Cuneo (“ATCN”) company has decided to activate as part of the initiatives aimed at facilitating motorway toll collection through the use of continuous payment methods, in relation to payment through electronic toll collection services for the Section II motorway toll, which will be managed as from 1 September 2024 using the new free-flow collection system.
- 2- The Initiative is intended for users who meet the minimum requirements (“Minimum Requirements”) set out below:
  - i) Who do not hold an electronic toll collection contract active as of 4 August 2024 on the Italian motorway network;
  - ii) Who, with effect from 5 August 2024 and until the end of the Initiative - currently scheduled for 31 December 2025 - enter into an electronic toll collection contract, relating to the Italian motorway network, with an electronic toll service provider adhering to the Initiative that has developed adequate data exchange flows with the EdP.
- 3- Users who meet the Minimum Requirements and who apply to the initiative shall be granted by ATCN a reduction equal to 25% of the toll for motorway journeys made and validated

#### Autostrada Asti-Cuneo S.p.A.

Direzione e Coordinamento: S.A.L.T. p.A. (Gruppo ASTM)

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PEC: pec@asticuneo.postecert.it - www.asticuneo.it

Sede Legale: Via XX Settembre, 98/E - 00187 Roma (RM) - Italia

Cap. Soc. € 200.000.000,00 di cui 50.000.000,00 Vers. - Iscr. Reg. Imp. RM 08904401000 - R.E.A. N°1125353 - C.F./P.I. 08904401000

along the section of the A33 Motorway managed with the Free Flow Multilane toll collection system, paid under this contract, and carried out with the relevant device, starting from 1 September 2024 or after signing a new electronic toll contract between 1 September 2024 and 31 December 2025.

- 4- The Initiative can be combined with other toll-related concessions activated by ATCN.
- 5- The duration of the Initiative, currently scheduled from 1 September 2024 to 31 December 2025, may be extended.
- 6- The Initiative will be applied subject to ATCN's verification of the existence of the Minimum Requirements, which must be declared by the relevant user, by completing and signing the appropriate Application Form to join the Initiative.
- 7- The application form must be submitted together with the applicant's identity document and must contain the electronic toll collection contract number, the date on which the electronic toll collection contract was signed, as well as the name of the Service Provider with whom the contract was signed, the code/Pan of the device(s) subscribed to the contract, and the licence plate(s) associated with the device(s). The Minimum Requirements will be verified on the basis of information provided by the participating Electronic Toll Service Providers.
- 8- All information relating to the application of the Initiative shall be transmitted between the Electronic Toll Service Provider adhering to the Initiative and ATCN, in accordance with protocols defined in advance with them according to the type of electronic toll service provided.

9- In the event of a proven breach of the Initiative's application conditions, due to use of the on-board equipment in a vehicle not associated with the electronic toll contract on which the Initiative is applied,

- ATCN shall order the non-application of the Initiative as from the date on which the infringement is ascertained, the user having forfeited the right to benefit from the Initiative;

- the entire amount of the transit(s) carried out in breach of the rules of the Initiative, and in any case the entire amount of all transit(s) undertaken after the breach was ascertained. shall be charged in the first invoice issued thereafter, without prejudice to ATCN's right to civil, administrative and/or criminal action, where applicable

It is understood that forfeiture of the right to apply the Initiative will not result in cancellation or otherwise termination of the electronic toll collection contract.

- 10- Application of the Initiative shall cease in the event of termination, for any reason whatsoever, of the electronic toll service contract referred to in Article 2(ii) above, which shall be promptly notified by the Provider of the electronic toll service to ATCN.

In the event of replacement of the equipment(s) indicated in the electronic toll collection contract, the application form must be resubmitted to ATCN, according to the procedures published on [www.asticuneo.it](http://www.asticuneo.it).

11- By signing the Application Form to join the Initiative, the user declares to have read, fully understood and unconditionally accepted the rules governing the Initiative contained in these General Rules and Conditions to benefit from the ATCN "25% discount on new electronic toll collection contracts - free flow section" initiative, as well as to meet the requirements set out therein.

12- Pursuant to current privacy legislation (Article 13 and 14 of European Regulation 2016/679 - "GDPR"), the motorway customer-user requesting the application of the Initiative (hereinafter, the Data Subject) is hereby informed that any personal data provided for the request to take advantage of the Initiative, as indicated in the Application Form, are collected by ATCN and by the Service Provider with which the user enters into the electronic toll collection contract, in their capacity as autonomous Data Controllers and may be used and processed - in a hard-copy, digital and electronic format - through their employees assigned to such processing and authorised to carry out the relevant processing operations, for the sole purposes connected with the application and administrative management of the Initiative, as well as the management of the contractual relationship referred to in the contract relating to the electronic toll service.

For the purpose of verifying the truthfulness of the declaration that the Minimum Requirements contained in the Application Form have been met, ATCN will also use the personal data provided by the Data Subject when filling in the Form.

The aforementioned personal data includes common data (such as: personal data and tax code of the Data Subject, device code, electronic toll collection contract code) and the legal basis for processing, pursuant to Article 6(b), (c), (e) and (f) of the GDPR, is: (i) performance of a contract; (ii) legal obligation; (iii) reasons of public interest; and (iv) legitimate interest.

Provision of personal data is compulsory for the application and administrative management of the Initiative; therefore, failure to provide such data, in whole or in part, may result in the inability to apply the Initiative.

The personal data provided may be disclosed to third parties (such as: companies providing IT services or companies entrusted with managing the relations with users) who are obliged to process the data for the same purposes as above, and who are, for this purpose, appointed "data processors", pursuant to Article 28 GDPR.

Administrative activities relating to Tariff Modulation, and, in particular, the processing of data for invoicing purposes are carried out by the Service Provider, ATCN or companies delegated/agreed by them for the same purpose.

The complete lists of persons appointed as "Data Processors" by ATCN are available from ATCN, by sending an email to [privacy@asticuneo.it](mailto:privacy@asticuneo.it), and those of the Toll Service Provider participating in the initiative with whom the new contract is signed by sending an email to the address below. All the aforementioned personal data shall not be disclosed, and shall be processed in accordance to and in the manner permitted by law.

Said data shall also be retained for the time necessary for the application and management, including administrative management, of the Initiative, and for keeping ATCN's accounting records, in compliance with the principle of minimisation pursuant to Article 5.1.c) GDPR.

Such personal data shall be managed and stored on servers located in Italy or within the European Union. Personal data shall not be transferred outside the European Union.

The Data Subject may contact the Data Controllers to exercise his/her rights pursuant to Articles 15-22 GDPR and, in particular, the Data Subject may obtain from the Data Controllers: access, rectification, erasure, restriction of processing, revocation of consent, as well as the portability of data concerning him/her.

Moreover, the data subject has the right to object to the processing. In the case of an objection, the Data Controllers reserve the right not to grant the request, and thus to continue processing, if there are compelling legitimate grounds for processing that override the interests, rights and freedoms of the Data Subject. The above rights may be exercised by submitting a request to the addresses below:

- To ATCN Data Protection Officer at [dpo@asticuneo.it](mailto:dpo@asticuneo.it)
- To the Data Protection Officer of the Electronic Toll Service Provider adhering to the Initiative, with whom the new contract is signed and, therefore, based on the choices made by the user, to one of the following addresses

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Please also note that the Data Subject may file a complaint with the Data Protection Authority, pursuant to Article 57(f) of the GDPR.

**Autonomous data controllers**, in relation to the application and management of the Initiative referred to in these General Rules and Conditions, are:

**MOTORWAY CONCESSION HOLDER INTRODUCING THE INITIATIVE**

**AUTOSTRADA ASTI-CUNEO S.p.A.**, registered office Via XX Settembre 98/E - 00187 Rome and secondary office in Turin - Via Bonzanigo 98/E, contact address: [privacy@asticuneo.it](mailto:privacy@asticuneo.it).

DPO, domiciled for the appointment at the secondary office of Autostrada Asti-Cuneo S.p.A., and reachable at the following email address: [dpo@asticuneo.it](mailto:dpo@asticuneo.it)

**ELECTRONIC TOLL SERVICE PROVIDER WITH WHOM THE USER SIGNS THE ELECTRONIC TOLL SERVICE CONTRACT**

***Based on the user's choices***

..... registered office ..... and reachable at the following e-mail address: .....

DPO, domiciled for the appointment at the registered office of the Service Provider, reachable at the following email address: .....

**or**

..... registered office ..... and reachable at the following e-mail address: .....

DPO, domiciled for the appointment at the registered office of the Service Provider, reachable at the following email address: .....