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MARINA DI PORTISCO PRIVILEGE CLUB

REGULATIONS

1. Promoter:

1.1. The **MARINA DI PORTISCO CUSTOMER PRIVILEGE PROGRAM** (hereinafter the "Program") is organised by Marina di Portisco SpA (Hereinafter "Marina"), head quartered in Olbia, Portisco, Strada Panoramica Costa Smeralda Km 0.1 Tax Code 01226930905 and VAT no 01760480903, brings to your attention the program of which at the current regulations Marina di Portisco Privilege Membership (referred to hereafter as program)

2. Description

2.1. The Program is a point collection promotional initiative, only for Marina Customers and Partners who are Holders of the following cards:

- PORTISCO PRIVILEGE CARD,
- PORTISCO PRIVILEGE GOLD CARD,
- PORTISCO PRIVILEGE PLATINUM CARD,
- PORTISCO PARTNER CARD,
- PORTISCO HONOUR CARD,

(hereinafter "Card" or "Cards"), which allow you to:

2.1.1. Utilize the collected points with any purchase of services and / or goods made at the Marina, including mooring.

2.1.2. Utilize the collected points as a result of specific agreements between the Marina and other partners, except for Card Partner members.

2.2. The points collected may be utilized to freely enjoy the benefits as described in article 7.

2.3. These Regulations govern the procedures for membership to the club and the program utilization.

2.3.1. The Marina reserves the right to modify, including partially and at any time, the Program's membership to the club and implementation procedures, without prejudice to the rights acquired by the participants and in compliance with their equal treatment.

2.4. For further information concerning the Program, or for any clarification of these regulations, please contact the Marina Concierge at number +39.0789.33520 or access the marinadiportisco.it website.

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3. Duration

3.1. The Program is valid from 1st January 2017 until 31st December 2018.

3.1.1. The program may be extended and/or renewed at the sole discretion of the Marina.

3.1.2. The points accumulated by cardholders during the Privilege Program valid from 01/01/2014 - 31/12/2016 may be used until 31/12/2017, in the manner indicated in the Program regulation

3.1.3. The validity of cards issued in the period from 01/01/2014 to 31/12/2016 is hereby extended until 31/12/2018.

4. Terms and conditions for membership

4.1. Participation in the Program is subject to compliance with all the terms and conditions set forth in the following Regulations.

4.2. Membership in the Program is subject to being a Holder of one of the cards issued by the Marina:

4.2.1. *PORTISCO PRIVILEGE CARD*

4.2.2. *PORTISCO PRIVILEGE GOLD CARD*

4.2.3. *PORTISCO PRIVILEGE PLATINUM CARD*

4.2.4. *PORTISCO PARTNER CARD*

4.2.5. *PORTISCO HONOUR CARD*

4.3. The cards are obtained according to the rules set out by Article 5 below.

4.4. Vessel Owners and/or Skippers, Clubs, Associations and Companies (Ports, Shipyards, Carriers, Merchants, etc.) can join the Program.

4.5. Employees of the Marina, the service bureaus, agents, brokers and operators of maritime activities, lessors and/or charterers of vessels or related and/or similar to these may not join the Program.

4.6. The benefits of being a Holder of the Card/s are only available to the Holders in accordance with these Regulations, they may not be assigned or transferred, except as provided for PARTNER Card members.

4.7. In case of improper use of the cards, particularly in relation to points accumulated in connection with moorings carried out by someone other than the Holder, the Marina reserves the unquestionable right to cancel the registration of the Member and/or to cancel the points matured.

5. Card

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5.1. Ownership of the cards may be obtained:

5.1.1. PORTISCO PRIVILEGE CARD

5.1.1.1. On reaching purchases at the Marina totalling at least € 1,000.00 VAT included during the duration of the program and subject to payment of € 175.00 VAT included.

5.1.1.2. By purchasing it on payment of € 500.00 VAT included.

5.1.2. PORTISCO PRIVILEGE GOLD CARD

5.1.2.1. On reaching purchases at the Marina totalling at least € 10,000.00 VAT included during the duration of the program and subject to payment of € 500 VAT included.

5.1.2.2. By purchasing it on payment of € 1,000.00 VAT included.

5.1.3. PORTISCO PRIVILEGE PLATINUM CARD

5.1.3.1. On reaching purchases at the Marina totalling at least € 50,000.00 VAT included during the duration of the program and subject to payment of € 1,000.00 VAT included.

5.1.3.2. By purchasing it on payment of € 2,000.00 plus VAT included

5.1.4. PORTISCO PARTNER CARD

5.1.4.1. In accordance with the conditions laid down from time to time by Agreements with partners, to which, for this purpose, we fully refer.

5.1.5. PORTISCO HONOUR CARD

5.1.5.1. This is a free card, exceptionally conferred to Customers and/or guests of honour of the Marina.

5.2. Card Holders wishing to purchase a higher level upgrade will be required to pay only the difference the original purchase and the new card. The cards are valid from their date of issue for the entire duration of the Program.

5.3. The cards are valid from their date of issue for the entire duration of the Program.

5.4. The Customer can collect points from the moment of issue of the card for use in accordance with Article 7 hereunder, within the following limits:

5.4.1. PORTISCO PRIVILEGE CARD

Up to a total score corresponding to € 10,000 of purchases made at the Marina; any further score may be used in accordance with these Regulations unless acquiring a higher level card.

5.4.2. PORTISCO PRIVILEGE GOLD CARD



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Up to a total score corresponding to € 50,000 of purchases made at the Marina; any further score may be used in accordance with these Regulations unless acquiring a higher level card.

5.4.3. PORTISCO PRIVILEGE PLATINUM CARD

Unlimited beyond the threshold of the Portisco Privilege Gold Card

5.4.4. OTHER CARDS

Unlimited

5.5. In addition to accumulating points, the Cards entitle to the following privileges:

5.5.1. PORTISCO PRIVILEGE CARD

5.5.1.1. One week of free parking for one vehicle.

5.5.1.2. One pen-drive or other article of equivalent value on sale at the Marina.

5.5.1.3. A Bonus of 100 points.

5.5.2. PORTISCO PRIVILEGE GOLD CARD

5.5.2.1. One month of free parking for one vehicle.

5.5.2.2. One pen-drive and one beach towel or one pen-drive and one trolley case or one pen-drive and one wristwatch or other articles of equivalent value, on sale at the Marina.

5.5.2.3. A Bonus of 800 points

5.5.3. PORTISCO PRIVILEGE PLATINUM CARD

5.5.3.1. One free reserved vehicle parking for the entire duration of the Program.

5.5.3.2. One pen-drive, one beach towel and one bathrobe or one pen-drive and one trolley case or one pen-drive and one wristwatch or one pen-drive and one leather item or handmade fabric article or other items of equivalent value, on sale at the Marina.

5.5.3.3. A Bonus of 1000 points.

5.5.4. PORTISCO PARTNER CARD

5.5.4.1. One free vehicle parking for the entire duration of the Program.

5.5.4.2. One pen-drive and one suitcase with wheels or other articles of equivalent value on sale at the Marina.

5.5.4.3. A bonus of 500 points.



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5.5.4.4. Other privileges in accordance with the conditions laid down from time to time by Agreements with partners, to which, for this purpose, we fully refer.

5.5.5. PORTISCO HONOUR CARD

5.5.5.1. One free vehicle parking for the entire duration of the Program.

5.5.5.2. One pen-drive and one wristwatch or other articles of equivalent value on sale at the Marina.

5.5.5.3. A bonus of 500 points.

5.6. The Marina reserves the unquestionable right to revoke the cards in case of misuse and/or non-compliance with the provisions of these Regulations.

6. Points

6.1. Holders of the cards can utilize their collected points based on the amount in € that they spend in order to purchase services and/or goods directly at the Marina, including mooring, or with any other affiliated operators, for the entire duration of the Program.

6.1.1.1 Clients with a temporary mooring contract and/or a long term assignment contract can collect points corresponding to 50% of the paid management fees, only if those have kept the berth exclusively and uninterrupted availability within the calendar year period and that have authorized the marina for any sub-location of the mooring.

6.2. PARTNER Card Holders collect points based on the amount spent directly at the Marina and/or on behalf of Customers accredited before the purchase that generated the points.

6.2.1. In any case Customers who already have invoices and/or mooring contracts at the Marina in their name are excluded.

6.2.2. Customers who have already been accredited as PARTNER Card members cannot become Card members during the program.

6.2.3. The latter, however, can benefit from the advantages deriving from the use of PARTNER Card Holder points to the extent chosen in the joining "credential".

6.2.3.1. The "credential" is the communication by letter, fax and / or email with which the PARTNER Card Holder informs the Marina of the personal details of the subject and to whom he may transfer all or part of his points.



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6.2.4. In the event of a release, included in the accreditation credential, duly issued by the PARTNER Card Holder, the accredited Customer may become a Card member, in accordance with art 4.4.

6.2.4.1. In this case, the points generated by purchases made by the Customer who has become a Holder, will not be credited to the PARTNER, but directly to the Customer.

6.3. The Program envisages that the Card Holder collects points with every purchase at the Marina or at any other affiliated store, progressively and by bands of expenditure, according to the following table:

Point allocation bands		Score basis	Points			Maximum score
			Awarded			
€ 0.00	€ 500.00	€ 500.00	1	every	€ 40.00	12,50
€ 500.01	€ 1,000.00	€ 499.99	1	every	€ 20.00	25,00
€ 1,000.01	€ 2,000.00	€ 999.99	1	every	€ 10.00	100,00
€ 2,000.01	€ 4,000.00	€ 1,999.99	1	every	€ 6.67	300,00
€ 4,000.01	€ 8,000.00	€ 3,999.99	1	every	€ 5.00	800,00
€ 8,000.01	€ 15,000.00	€ 6,999.99	1	every	€ 6.67	1050,00
€ 15,000.01	€ 25,000.00	€ 9,999.99	1	every	€ 10.00	1000,00
€ 25,000.01	€ 45,000.00	€ 19,999.99	1	every	€ 20.00	1000,00
€ 45,000.01	€ 70,000.00	€ 24,999.99	1	every	€ 40.00	625,00
€ 70,000.01	€ 100,000.00	€ 29,999.99	1	every	€ 80.00	375,00
€ 100,000.01	over		1	every	€ 80.00	

The Program also envisages collecting points for purchases made at affiliated partners, progressively according to the following table:



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Point allocation bands		Score basis	Points			Maximum score
			Awarded			
€ 0.00	€ 500.00	€ 500.00	1	every	€ 25.00	20.00
€ 500.01	€ 1,000.00	€ 499.99	1	every	€ 28.57	17.50
€ 1,000.01	€ 2,000.00	€ 999.99	1	every	€ 33.33	30.00
€ 2,000.01	€ 4,000.00	€ 1,999.99	1	every	€ 40.00	50.00
€ 4,000.01	€ 8,000.00	€ 3,999.99	1	every	€ 50.00	80.00
€ 8,000.01	€ 15,000.00	€ 6,999.99	1	every	€ 57.14	122.50
€ 15,000.01	€ 25,000.00	€ 9,999.99	1	every	€ 66.67	150.00
€ 25,000.01	€ 45,000.00	€ 19,999.99	1	every	€ 80.00	250.00
€ 45,000.01	€ 70,000.00	€ 24,999.99	1	every	€ 100.00	250.00
€ 70,000.01	€ 100,000.00	€ 29,999.99	1	every	€ 133.33	225.00
€ 10,000.01	over		1	every	€ 150.00	350.00

- 6.4. Points are valid from the date they are credited, for the entire duration of the program.
- 6.5. The accumulated points can be used for acquiring benefits until they expire.
- 6.6. Points accumulated but not used will be valid for a further 12 months after the Program ends solely in order to obtain a discount on purchases of services and/or goods at the Marina, including mooring, except as provided for Partner Card Holders in accordance with the respective stipulated Agreements.
- 6.7. The score listed in the above table refers to the taxable amount paid, excluding VAT in force at the time.
- 6.7.1. Points can not be used by debtors of any amount due to the marina
- 6.8. The holder must provide the number and type of his Card to the Marina at the time of purchase in order to have the points credited.
- 6.9. The staff of the Marina will verify that the above data exactly corresponds to the Holder.
- 6.9.1. Said staff will also have the power to identify the card Holder by checking a suitably appropriate id.
- 6.10. The Marina reserves the right to verify at any time that the collection of points and the balance are in accordance with the Regulations of the Program and, in case of non-adherence to the same, not conform, or of non-compliance and/or error, to correct the accumulated score and/or unquestionably delete the card and/or unquestionably cancel all or part of the points. Further checks may be carried out when requesting the issue of vouchers or the use of the points.



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- 6.11. Points will be credited only after payment of the sum for the purchase and, where envisaged, at the beginning of the contract and / or the provision to which it relates.
- 6.12. Should points not be credited within fifteen days of purchase, please send a copy of your claim to fax number +39.0789.33560 or by email to info@marinadiportisco.it or contact the Marina at +39.0789.33520.
- 6.12.1. Entitlement relating to purchases that have generated points must be kept until the Marina has credited these.
- 6.12.2. Crediting of points arising from purchases from partner shops is carried out by the Marina unless the Holder shows his payment entitlement.
- 6.13. In the event that a Holder should request full or partial reimbursement of the purchase that resulted in points credited for this Program, the above refund, including partial, will lead to eliminating the entire value of the points credited as a result of the reimbursed purchase.
- 6.13.1 In case all or part of the collected points, as effect of the conclusion of the purchase, have been utilized before the total or partial renouncement, in any case(including the penalty exemption clause for the mooring contract., the refund amount will be reduced of the netto cost which they benefit with the collected points
- 6.14. Accumulated points may not be converted into cash.
- 6.14.1. If at the end of the Program the accumulated points are not sufficient for use, the Holder will have no entitlement and will have no right to any sum of money for the expired or unused points.
- 6.14.2. You cannot assign or transfer points between Program Cards, except as provided by these Regulations and/or authorisation by the Marina
- 6.15. Card Holder Customers who, in exceptional and/or special circumstances had access to special and/or particular rates and/or promotions for mooring and/or other services provided by the Marina at reduced prices for whatever reason, will not be entitled to accumulate points.

7. Modes

- 7.1. Points can be used according to the following table:

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SUBJECT:	Equivalence	
	Points	€
Air passage to / from Olbia (purchased through the Marina) - ALL INCLUSIVE	1	€ 0.70
One day standard car rental (available through the Marina with an affiliated rental agency) - EXCLUDING FUEL AND MILEAGE EXCEEDING THE CONTRACTUAL LIMIT	1	€ 0.90
One night in an affiliated Hotel - per person (purchased through the Marina) - EXTRAS EXCLUDED	1	€ 0.80
Transfers to / from Costa Smeralda Airport / Port / Town	1	€ 0.90
At affiliated facilities		
Welcome Drink. Lunch or Dinner (if provided)	1	€ 0.75
Restaurant or bar	1	€ 0.50
Hauling and launch	1	€ 1.00
Carpentry maintenance – dry dock included	1	€ 0.75
Mechanical. electrical. electronics maintenance	1	€ 0.50
Underwater (by the Marina)	1	€ 0.25
Waste management (by the Marina)	1	€ 0.75
Parking (in the Marina)	1	€ 1.00
Other agreed services	1	€ 0.50
Using points after the Program has ended or for moorings	1	€ 0.50

- 7.2. Services for which there is a direct equivalence (flights, car rentals, hotels, transfers from/or to the airport) can be enjoyed only through the Marina's Concierge.
- 7.3. Services for which there is an equivalence will be supplied by issuing personal vouchers (except as provided by Article 7.3), at the request of the Card Holder.
- 7.3.1. The vouchers are not divisible and therefore may be changed back into points only if not used in full.
- 7.3.2. Vouchers have a pre-set duration which is highlighted thereon. If not used and not re-converted within this period they shall expire and be deemed devoid of validity and non-refundable for all purposes.
- 7.3.3. The list of affiliated stores which accept vouchers as partial and/or total payment for their services/goods will be announced and updated from time to time by the Marina.
- 7.4. Points can be converted into a reduction of the mooring fee for contracts subscribed after the one which generated them, within the period of validity of the Program, i.e. or within 12 months from its termination, in any case to the extent of € 0.50 for every point.
- 7.5. Using points for purchasing a service and/or part of it does not contribute in any way to generating new points.



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- 7.6. The equivalence in question should be understood as including VAT.
- 7.7. Only services used directly by the Cardholder will be acknowledged. The correspondence between the exhibitor of the voucher and the Card Holder will be verified by the Service operator or by the Marina.
8. Benefits and points offered by Partners
- 8.1. The Marina may develop specific Program participation agreements with partner companies which envisage crediting points for purchasing goods and/or services from Partner companies.
- 8.1.1. The score credited for the purchase of goods and/or services from affiliated stores is set in the second table in article 6.4.
- 8.2. Points relating to these transactions may be credited up to 45 days after the payment that generated them, by forwarding the purchase entitlement to the Marina by fax or email.
- 8.2.1. After that time the points will not be recognised by the Marina
- 8.3. Points credited for these transactions will follow the same conditions (length, use, etc.) as points normally accredited by the Marina.
- 8.4. The Holder may purchase goods and/or services from the affiliated Partner, fully or partially paying with vouchers according to these Regulations, it being understood that the quota of purchases made with vouchers does not generate any points.
- 8.5. The Marina is not responsible for services and products offered by its Partners.
9. Termination of the Program
- 9.1. The Holder may withdraw at any time, at his own discretion and freely from the Program.
- 9.2. The withdrawal must be communicated to the Marina by registered letter or Certified mail.
- 9.3. When terminating the program, all points accumulated will be lost and in no case will they be reimbursed.
10. Changes, duration and disputes
- 10.1. The Marina reserves the right to revoke the Program, part of it and/or to modify the Rules at its own discretion and without the obligation of notifying the Holders of the cards individually.
- 10.2. The program ends on December 31st, 2018 and tacit renewal is excluded.
- 10.2.1. The Marina reserves the right to continue the Program without the obligation of notifying the Holders of the cards individually.



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10.3. All disputes arising in relation to the Program shall be subject to the exclusive jurisdiction of the court of Tempio-Pausania.

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