

# JUVENTUS OFFICIAL FAN CLUB

## FRAMEWORK AGREEMENT for AFFILIATION TO THE 2020-2021 JUVENTUS OFFICIAL FAN CLUB PROJECT

### **ART. 1 – PARTIES**

1.1 Juventus Football Club S.p.A., with offices in Turin, in Via Druento 175, VAT No. and Tax code 00470470014 (hereinafter “Juventus”)

and

1.2 Juventus Official Fan Club

1.3 This agreement is exclusively reserved to fans clubs meeting the requirements of article 3 that have received the necessary authorisation, subject to verification, from Juventus and that have purchased a minimum number of Juventus Official Fan Club Member Packs as defined herewith (hereinafter “Juventus Official Fan Clubs”).

### **ART. 2 – PRINCIPLES**

Having viewed:

- the Memorandum of understanding signed on 4 August 2017 by the Italian Ministry for the Interior, Italian Presidency of the Council - Minister for Sport, Italian National Olympic Committee, Italian Football Federation (FIGC), Italian National Football League - Serie A, Italian National Football League - Serie B, Italian National Football League - Professionals, Italian National Football League - Amateurs, Italian Footballers’ Association (AIC), Italian Football Managers Association (AIAC), Italian Referees Association (AIA), which has introduced a new model for the management of football events characterised by «simplification and participation», with the objective of bringing people back to football stadiums and achieve the objective Football = Passion, Entertainment, Participation, recognising an active role to professional clubs with regard to this;
- the Guidelines adopted by the Italian Football Federation (FIGC) with resolution of 26 June 2015 (see official FIGC announcement no. 326/A), to promote the development of relationships among fans, clubs and members in accordance with the principles of sport culture, non-violence and peaceful coexistence;
- the principles and controls pursuant to article 8, paragraph 3 of Italian Law Decree no. 8 of 8 February 2007, as converted by law 41/2007, which requires that sport companies underwrite with clubs, which include in their statutory objectives the promotion and dissemination of the values and principles of sport culture, non-violence and peaceful coexistence, as ratified by the Olympic Charter, agreements and written conventions concerning common interest projects for the achievement of the above mentioned objectives;
- objectives, among others, also commercial, of this affiliation;

the guiding principles of the Juventus Official Fan Club included in this affiliation framework agreement (hereinafter “Framework Agreement”) are detailed below:

a) On the part of Juventus:

- to improve and, in some cases, initiate a constructive dialogue between fans and the company;
- to create virtuous behaviour, which encourages fans towards the best forms of involvement and with constant interaction programs;
- to improve the quality of the services offered to fans by promoting, organising and developing services for fan clubs constituted for the purpose of involving the greater possible number of supporters in the respect of the rules of civic education and sport ethics, in the compliance with national laws and the conduct codes for support, mutual respect, peaceful coexistence and renunciation of all forms of violence;
- to improve the organisation and management of football matches by making fans accountable for their behaviour;

b) On the part of Juventus Official Fan Club:

- to organise and promote social initiatives considered to be useful for a healthy and fair use of the free time of members and finalised at disseminating in the world of fans and across the territory the fundamental principles of

the sport culture as ratified by the Olympic Charter and by Juventus' fundamental values expressed in the company's Code of Ethics, inspired by the principles of mutual respect, peaceful coexistence and the renunciation of all forms of violence and racism;

all this with the objective of contributing to preventing, through initiatives and dialogue with fans, violence and/or discrimination episodes in football stadiums and promote a passionate but peaceful participation by the public, in particular younger people, to sport events.

### **ART. 3 – ACCESS REQUIREMENTS**

3.1 To be authorised by Juventus, and recognised as a “Juventus Official Fan Club”, and be admitted to the Juventus Official Fan Club, the Juventus fan club must:

- be constituted in the juridical form of a not-for-profit organisation;
- the memorandum of association must be an authenticated private contract, signed in the presence of a public notary;
- adopt Articles of Association that include in their aims the promotion and the dissemination of the values and principles of sport culture and non-violence, as well as peaceful coexistence, as ratified by the Olympic Charter;
- the Articles of Association of the club, authenticated by a Public Notary, must be registered with the Registry Office of the Italian Revenue Agency;
- certify the allocation of the Tax Code issued by the Italian Revenue Agency;
- consist of at least 50 members for Italy, 30 members for other European countries (countries geographically located on the European continent e.g. Switzerland, United Kingdom, Norway, etc.) and 20 members for non-European countries (countries not geographically located on the European continent);
- the legal representative, management and members must not be subject to provisions pursuant to article 6 of Italian Law no. 401 of 13 December 1989, (DASPO), or pursuant to Italian Law no. 1423 of 27 December 1956 (judicial supervision, residence obligation or prohibition) and subsequent amendments to the aforementioned regulations or new regulations on the subject or who, at any rate, have never been convicted - including with sentences that are not yet final - for offences committed during or as a result of sports events;

3.2 For countries outside of the European Union, should the regulations relating to clubs be onerous and complex, Juventus will assess, case by case, whether to derogate from the above provisions with regard to the juridical form to allow the entity to be set up as a Juventus Official Fan Club, it being understood that the fundamental requirement to be accepted into the project is that the entity's aim is the promotion and dissemination of the values and principles of sport culture and non-violence, as well as peaceful coexistence, as ratified by the Olympic Charter.

### **ART. 4 – IMPLEMENTING PROVISIONS**

4.1 Where the requirements for joining the Juventus Official Fan Club project are met, the club's legal representative must send the necessary documentation, including the Framework Agreement signed “for acceptance” by the Chairman and by the majority of the directors of the Club's Board, following the procedures indicated on the [www.juventus.com](http://www.juventus.com) website, under Juventus Official Fan Club section. The Chairman of the Juventus Official Fan Club indicated in the affiliation procedure to the Juventus Official Fan Club project must correspond to the club's legal representative as indicated in the Memorandum of Association of the same club.

4.2 In addition to a registered office, clubs may also have an operating office. The operating office of the club, if not the same as its registered office, must be specified in the section CLUB REGISTRATION CARD in the dedicated area on the Juventus Official Football Club Portal.

4.3 Juventus Official Fan Club Sections may not be accredited. Therefore, Juventus Official Fan Clubs organised in federations of sections are considered overall as a single Juventus Official Fan Club (e.g. North-East Back&White Juventus Official Fan Club, etc.); The designation “Juventus Official Fan Club” to a simple section without the indication of its status is forbidden (and must be considered to be unauthorised) and the constitution of a section in a municipality where there is already another Juventus Official Fan Club is not allowed. All Juventus Official Fan Clubs are forbidden to publicise one of their sections so as not to cause damage to the Juventus Official Fan Clubs located in municipalities adjacent the section. The correct name of a section must be, by way of example: Juventus Official Fan Club Torino - Vinovo section. The activities and purpose of a section must be limited to the dissemination to its members of information provided by the reference Official Fan Club. Therefore, sections' profiles on social media must be exclusively private and be accessible only to the members of the section. In the event of breach of the aforementioned prohibition, the Juventus Official Fan Club to which the section belongs will also be held responsible and this may also lead to the services suspension and/or interruption.

Even though no exclusive territorial character is recognised to the Juventus Official Fan Clubs from an operating point of view, Italian Juventus Official Fan Clubs are forbidden from constituting sections in geographical regions other than those in which the reference Juventus Official Fan Club is located.

4.4 Juventus Official Fan Clubs with registered office and/or operating office in the same Municipality and/or district of another previously recognised Juventus Official Fan Club will not be authorised, with the exception of specific expressly approved cases on the basis of the territorial extent of the Municipality in question. The managers of the Juventus Official Fan Clubs, especially of those located in the same micro-geographical area, are invited to comply with these Regulations and, above all, with the rules of civil coexistence (education, loyalty, fair play and mutual co-operation).

4.5 The access to the services relating to the Juventus Official Fan Club project are subject to the purchase and payment of the following minimum number of Juventus Official Fan Club Member Packs by the Juventus Official Fan Club, which has been so authorised by the SLO:

- for Italy: 50 Juventus Official Fan Club Member Packs;
- for other European Countries: 30 Juventus Official Fan Club Member Packs;
- for non-European Countries (not geographically located on the European continent): 20 Juventus Official Fan Club Member Packs;

4.6 Requests for affiliation to the project can be sent to Juventus according to the procedure indicated on the [www.juventus.com](http://www.juventus.com) website, Juventus Official Fan Club section, from 05 August 2020, the starting date of the 2020-2021 Juventus Official Fan Club membership campaign.

The following deadlines will be strictly enforced:

1. 30 NOVEMBER 2020: deadline for the club's affiliation to the "Juventus Official Fan Club" project through the signature of the Framework Agreement (and delivery of the required forms for the new clubs). Beyond this date, the club will not be able to obtain the recognition as Juventus Official Fan Club and join the relative project;
2. 28 FEBRUARY 2021: deadline for the recruitment and registration of Juventus Official Fan Club members (only additions and non-amendments for already recognised Juventus Official Fan Clubs). By 28 February 2021, the chairman and/or contact person of each Juventus Official Fan Club may add the members' details of the respective Juventus Official Fan Club following the procedure indicated in the reserved section, the credentials for which will be made known to Chairmen. Members are prohibited from joining several Juventus Official Fan Clubs in the same football season, under penalty of being expelled from all of the Clubs of which they are members. Therefore, at the time of registration of a member, each Juventus Official Fan Club is required to ask the latter to confirm that no such impediment exists.

Late or non-submission of just one of the necessary documents by the deadline and terms established by the procedure, will result in the automatic rejection of the application to the Juventus Official Fan Club project by the aforementioned club for the relevant football season.

4.7 The Juventus Official Fan Club acknowledges and accept that Juventus reserves the right to reject an application to the Juventus Official Fan Club project, thus denying the recognition as Juventus Official Fan Club to:

- (i) clubs whose managers and/or members in the previous football season or more generally in the past behaved in a morally or materially deplorable way towards members of their own or other Juventus Official Fan Clubs and/or fan clubs, individual supporters, Juventus and/or public authorities;
- (ii) any fan club that is not in line with the principles set out in the Framework Agreement (article 2), or that is not deemed compliant with and suitable to guaranteeing the key principles that underpin the Juventus Official Fan Club project or whose company purpose does not include the promotion of sports values and the principles of loyalty and fair play set out by Juventus in its Code of Ethics (officially approved by the Board of Directors on 9 May 2015);
- (iii) clubs that do not meet the requirements expressed in article 3 of the Framework Agreement.

## **ART. 5 – OPERATION OF THE AGREEMENT**

Clubs established with the methods, the conditions and within the terms specified above may be recognised as "Juventus Official Fan Clubs" and enter into the Framework Agreement in order to guarantee access to the services reserved only to Juventus Official Fan Club members.

The Parties in this Framework Agreement also establish the following regulations:

### **5.1 – JUVENTUS OFFICIAL FAN CLUB WEBSITE**

Juventus makes a platform available to clubs participating in the Juventus Official Fan Club project and that have been authorised by Juventus; this is accessible only to the clubs' chairmen, and has been created and managed by Juventus to facilitate interactions with Juventus Official Fan Clubs and manage the requests of services (hereinafter "Juventus Official Fan Club Portal").

Within the Juventus Official Fan Club Portal, in the area specifically reserved for this purpose, the chairman of the Juventus Official Fan Club must upload the personal data of the members to whom the Juventus Official Fan Club has resold the Juventus Official Fan Club Member Pack, necessary for the provision of reserved services. The public information published within the reserved area is accessible only to users with authorised access credentials. Every user is therefore required to use this data only for these purposes and guarantee complete confidentiality, refraining from disclosing it to third parties.

The Juventus Official Fan Club guarantees that all Members' data shared by the Juventus Official Fan Club with Juventus within the reserved area and which will consequently be processed by Juventus to provide services has been obtained by the Juventus Official Fan Club and shared with Juventus in full compliance with the current regulations for the protection of personal data.

The use of the Juventus Official Fan Club Portal and the purchase of products and/or services through the Juventus Official Fan Club Portal is subject to the general conditions published within the same portal.

### **5.2 – JUVENTUS OFFICIAL FAN CLUB MEMBER PACK AND JUVENTUS CARD**

#### **5.2.1 – JUVENTUS OFFICIAL FAN CLUB MEMBER PACK**

Notwithstanding the obligation of the Juventus Official Fan Club to purchase the minimum number of Juventus Official Fan Club Member Packs (hereinafter also simply "Member Pack") specified in article 4.5 in order to access the affiliated services, the Juventus Official Fan Club undertakes to promote and develop sales of the Juventus Official Fan Club Member Packs to their members.

The Member Pack is a service pack, which allows the Member of the Juventus Official Fan Club project to access the following benefits/services:

- Juventus Official Fan Club e-card, which gives entitlement to:
  - 10% discount at Juventus Stores by presenting their Juventus Official Fan Club e-card at the checkout in its physical or digital format<sup>1</sup>
  - 15% discount on three purchases on the <https://store.juventus.com/> <sup>2</sup>website, valid until 30 June 2021
  - 10% discount on JMedical list prices (this discount cannot be combined with any other special offers underway)
  - special rates for visits to Allianz Stadium, Juventus Museum and City Tour
- a welcome gift
- opportunity to purchase dedicated Juventus Official Fan Club merchandise
- opportunity to purchase the Juventus Card from their Juventus Official Fan Club
- ticketing services through their reference Juventus Official Fan Club
- for members who hold season tickets, the opportunity to sell their place at individual IMA matches through their Juventus Official Fan Club only to members of the same Official Fan Club<sup>3</sup>
- possibility to register 4 reservations – instead of 3 – in the IMA section for the season ticket holder at Allianz Stadium<sup>4</sup>
- eligibility for and invitation to dedicated events

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<sup>1</sup> with the exclusion of those specific articles or categories of articles that Juventus may from time to time expressly exclude from discounts and/or promotional activities

<sup>2</sup> with the exclusion of those specific articles or categories of articles that Juventus may from time to time expressly exclude from discounts and/or promotional activities

<sup>3</sup> Benefit available only in case of 2020-21 season tickets sale

<sup>4</sup> Benefit available only in case of 2020/21 season tickets sale

The purchase order of Member Packs by the Juventus Official Fan Club must be made through the Juventus Official Fan Club Portal, at the list price indicated, benefiting from any promotions indicated below:

#### JUVENTUS OFFICIAL FAN CLUBS CONSTITUTED IN ITALY AND IN OTHER EUROPEAN COUNTRIES

- €25.00 (TWENTY-FIVE): for each ORDINARY member of the Juventus Official Fan Club (non-eligible for any of the following categories);
- €18.00 (EIGHTEEN): for each member of the Juventus Official Fan Club who was an Allianz Stadium 2019-2020 SEASON TICKET HOLDER (non-eligible for any of the following categories);
- €16.00 (SIXTEEN): for each member of the Juventus Official Fan Club born after 1 July 2005;
- FREE:
  - for each member of the Juventus Official Fan Club who, at the time of activation, holds a Juventus Membership (J1897, Black&White - with the exception of Black&White Smart Young and Junior Members) purchased in the 2020/21 season or the 2019/20 season, from 01/01/2020;
  - for each member of the Juventus Official Fan Club born after 1 July 2015;

#### JUVENTUS OFFICIAL FAN CLUBS IN COUNTRIES OUTSIDE EUROPE

- €15.00 (FIFTEEN): for each ORDINARY member of the Juventus Official Fan Club (non-eligible for any of the following categories);
- FREE:
  - for each member of the Juventus Official Fan Club who, at the time of activation, holds a Juventus Membership (J1897, Black&White - with the exception of Black&White Smart Young and Junior Members) purchased in the 2020/21 season or the 2019/20 season, from 01/01/2020;
  - for each member of the Juventus Official Fan Club born after 1 July 2015;

The Juventus Official Fan Club will pay the amount due at the time of the request to purchase the Member Pack, using the payment method selected when submitting the order. In case of payments not perfectly corresponding to the amounts due and specified within the relative section of the Juventus Official Fan Club Portal at the time of enrolling and activating the member, Juventus may interrupt or suspend the provision of services until the Juventus Official Fan Club has settled its position.

Each registered member is entitled to a welcome gift. The relative despatch methods are illustrated at paragraph 5.2.3.

#### 5.2.2 – JUVENTUS CARD

Juventus authorises the Juventus Official Fan Club - which in return undertakes to purchase from Juventus - to promote and sell the Juventus Card exclusively to the members of the Juventus Official Fan Club, which have joined the Juventus Official Fan Club and purchased a Member Pack. The Juventus Official Fan Club undertakes not to sell the Juventus Card to other customers.

The Juventus Card can be purchased by the Juventus Official Fan Club through the Juventus Official Fan Club Portal. The Juventus Official Fan Club will pay the amount due at the time of the request to purchase the Juventus Cards, using the payment method selected when submitting the order. In case the payments made when purchasing the Juventus Cards do not perfectly correspond to the amounts due and specified within the relative section of the Juventus Official Fan Club Portal and/or are done after the set deadline, Juventus reserves the right to interrupt or suspend the issue of the Juventus Card until the Juventus Official Fan Club has paid the full amount.

It is possible to request the renewal of the Juventus Card when this is due to expire three months before its expiry date through the same portal.

In case of loss of the Juventus Card by an individual member, the Juventus Official Fan Club may repurchase directly a new Juventus Card on behalf of their member, on submission by the member of a statement confirming to the loss of the Juventus Card. However, in case of theft of the Juventus Card, the member must submit to the Juventus Official Fan Club a copy of their report to the authorities. Both documents, the statement or report, must be held by the Juventus Official Fan Club and delivered to Juventus on request, as better detailed at article 6.4 below.

The Juventus Official Fan Club will only access the Juventus Official Fan Club Portal to notify the loss or theft of the Juventus Card and purchase a new Juventus Card for their member when it has received the statement or report. It remains understood that, at the time of the new purchase, the lost Juventus Card will be automatically deactivated, the personal data of the individual member will be updated with the number of the new Juventus Card issued and any tickets will be transferred from the old to the new card. The Juventus Official Fan Club expressly declares to indemnify Juventus and its

legal representatives, managers and/or employees and hold them harmless from any action, demand, costs, expenses of a legal and non-legal nature, liabilities of any type and nature linked or directly/indirectly deriving from poor compliance with the above mentioned procedure, with particular reference to the collection and storage of the documentation indicated.

### 5.2.3 – SHIPPING OF JUVENTUS MATERIALS

The delivery of the welcome gadget of the Member Pack, as well as of any other material for members of the Juventus Official Fan Club, will be despatched to the Juventus Official Fan Club at the address provided by the Juventus Official Fan Club through the Juventus Official Fan Club Portal. Shipments are despatched by Juventus at pre-established times. The shipment calendar for the season will be shared with all Official Fan Clubs at the start of the season and can be consulted at any time on the Juventus Official Fan Club Portal.

### 5.3 – TICKETING SERVICES

As a result of the double mandate relationship (between Juventus and the Juventus Official Fan Club, on the basis of which the Juventus Official Fan Club distributes Juventus Official Fan Club tickets and/or season tickets to Members, and between the Juventus Official Fan Club Member and the Juventus Official Fan Club, on the basis of which the latter collects booking requests and payments from Juventus Official Fan Club Members), Juventus Official Fan Clubs may act as intermediaries in the provision of ticketing services aimed at Juventus Official Fan Club Members, on the basis of the following principles:

- a) Juventus Official Fan Clubs may not request, for home matches, more tickets than the total number of members registered with the Juventus Official Fan Club project, net of the number of Juventus Official Fan Club Members with an Allianz Stadium season ticket;
- b) only members regularly registered with the Juventus Official Fan Club project with a Juventus Card, or who have requested one and have named their residence, are allowed to use the ticketing service;
- c) only members regularly registered with the Juventus Official Fan Club project may benefit from any other service, subject to the prior identification of the same by uploading a copy of their identity document to the reserved area of the Juventus Official Fan Club Portal;
- d) the Juventus Official Fan Club member "status" does not result in the automatic right to ticket allocation whenever members submit a ticket request to their Juventus Official Fan Club;
- e) the name on the tickets purchased by the Juventus Official Fan Club Member in the context of this agreement may not be changed;
- f) the collection of paper tickets for away matches is only directly authorised for the person named in the ticket, subject to the presentation of an identity document (in case of failure to comply with this regulation, Juventus reserves the right to suspend the Juventus Official Fan Club Member from any service included in the Member Pack);
- g) in case the payments made when forwarding ticket purchase requests do not perfectly correspond to the amounts due and specified in the relative section of the Juventus Official Fan Club Portal and/or are done after the set deadline, Juventus reserves the right to interrupt or suspend the issue of the Juventus Card until the Juventus Official Fan Club has paid the full amount.

#### 5.3.1 - TYPES OF TICKETS and ALLOCATION CRITERIA

##### 2020/21 Season Ticket Campaign:

- season ticket renewals and changes of name
- renewal with a change of seat
- new season tickets (when available)
- last minute sales (when available)

##### Italian Championship - Serie A:

- tickets for home matches at the Allianz Stadium and, if allowed by the National Observatory on Sports Events, also for away matches
- allocation and sale of seat to another Member of the same Juventus Official Fan Club for seats of holders of season tickets renewed through the Juventus Official Fan Club
- last minute sales

##### UEFA Champions League:

- season ticket holders' priority rights and change of name on season tickets renewed through the Juventus Official

Fan Club.

- season ticket holders' priority rights for season tickets for UEFA matches
- last minute sales
- tickets for home matches played at Allianz Stadium, tickets for matches at stadiums other than Allianz Stadium (if available)

Coppa Italia (Italian football annual cup competition):

- season ticket holders' priority rights and change of name on season tickets renewed through the Juventus Official Fan Club;
- tickets for home matches played at Allianz Stadium and, if allowed by the National Observatory for Sports Events, also for away matches;
- last minute sales

Always considering the aforementioned key principles, the general criteria applied in order to allocate tickets to each Juventus Official Fan Club are as follows (overall):

- the total number of members of the Juventus Official Fan Club;
- taking into account the geographical location of the Juventus Official Fan Club, the frequency of participation of the Juventus Official Fan Club to matches played both at Allianz Stadium and away (both in Italy and on away matches abroad), in relation to the tickets purchased from Juventus;
- the participation of the Juventus Official Fan Club to events and official initiatives organised by Juventus both directly and through its regional liaison officers;
- the duration of continuous membership, that is to say without any interruption, of the Juventus Official Fan Club to the relative project, also with reference to the previous "Juventus Club Doc";
- the correct compilation and compliance with the timetable for the request of tickets, in accordance with the procedure indicated in the Juventus Official Fan Club Portal;

*5.3.2 – SPECIAL INITIATIVES ORGANISED BY THE JUVENTUS OFFICIAL FAN CLUBS*

Requests for a determined number of tickets by the Juventus Official Fan Club, obviously and exclusively relating to members of the Juventus Official Fan Club, may be taken into consideration: 1) to allow the realisation of special initiatives organised by the Juventus Official Fan Clubs or the participation to special events such as Terzo Tempo; 2) for previous activities put in place by the Juventus Official Fan Club following particular focussed initiatives, for example the promotion of healthy sports and peaceful coexistence values, in line with the Olympic Charter, organised in the context of the local area.

*5.3.3 – SEASON TICKETS PURCHASED BY MEMBERS THROUGH THE JUVENTUS OFFICIAL FAN CLUB*

- Only recognised Juventus Official Fan Clubs (that is to say, those who have completed the application to the Juventus Official Fan Club project and received authorisation) that have purchased and paid for the minimum number of Juventus Official Fan Club Member Packs for the same football season before the deadline for the 2020-21 subscription campaign may request the service of new season tickets and/or their renewal/name change.
- During the renewal stage, the change of name of the season ticket holder may be requested only on seats issued with season tickets through the Juventus Official Fan Club in the 2019-20 football season.
- The chairmen of the Juventus Official Fan Clubs that have not regularised their position and/or completed their application to the Juventus Official Fan Club project for the 2020-21 season undertake to notify their members holding 2019-20 season tickets in good time so that they may provide to renew their season tickets in a different way, inviting them to contact Juventus for further details with regard to this.

*5.3.4 – PRINTING OF THE SEASON PAPER TICKET RESALE OF UNUSED SEASON TICKETS PLACES DURING THE SEASON AND METHODS FOR THE ISSUE OF TICKETS*

- a) Season tickets are issued only in digital form and uploaded onto the relevant digital support represented by the Juventus Card of the Juventus Official Fan Club ticket holder; ownership of the card is, therefore, mandatory also for new season tickets holder (IT IS MANDATORY TO INDICATE THE JUVENTUS CARD NUMBER).
- b) Resale of the season ticket place for home Championship matches to another Juventus Official Fan Club Member from the same Juventus Official Fan Club; the Juventus Official Fan Club may preliminary share with Juventus the personal data of the member to whom the seat will be sold - by a given deadline - by the individual member holder of the season ticket (only in case the season ticket has been purchased through Juventus Official Fan Club) through

the transfer system by selecting the option “Il Mio Abbonamento” “CEDI A CLUB”. The price applied to the ticket purchased by the new ticket holder will be the one applicable for the relevant category indicated in the price table for the resold match (e.g. full, junior, woman, disabled).

- c) Procedure for issuing tickets for the 2020/2021 season: the tickets for matches played at Allianz Stadium for which the Juventus Official Fan Club has lodged a request will be issued in digital format on the Juventus Card of the requesting Juventus Official Fan Club Member; the ticket paper (mandatory but not valid for access for tax reasons) must be printed by the individual member by accessing the <https://tickets.juventus.com/it/> website. The Members who do not have a Juventus Card yet will automatically receive the ticket through “HOME TICKETING” at the email address indicated in the Official Fan Club membership form. The ticket must be printed with an inject or laser printer in A4 format. In case the ticket is not received (either through email or on the Juventus Card) the Juventus Official Fan Club must contact Juventus no later than 48 hours before the start of the match. In case of matches played in stadiums other than Allianz Stadium, Juventus reserves the right to communicate to the Juventus Official Fan Club the relative issue procedures, and possible delivery, of the purchased tickets.

#### **5.4 - OFFICIAL EVENTS AND MEETINGS WITH JUVENTUS OFFICIAL FAN CLUBS**

Within the Juventus Official Fan Club project, Juventus may organise events and meetings of various kind that, by overcoming the fragmented nature of individual Juventus Official Fan Clubs' initiatives, aim to create an important joint meeting opportunity between Juventus and the Juventus Official Fan Clubs Members.

Such events are:

- Regional meetings of the Juventus Official Fan Clubs with the participation of Juventus Football Club Spa representatives. In order to participate to these events, at least one delegate from each Juventus Official Fan Club must attend the meetings organised, before such events, by the regional contacts;
- Walk About: guided tours of Allianz Stadium before Championship and Coppa Italia matches, on a continuous rotation basis, for maximum of two Juventus Official Fan Club members, on a first-come, first-served basis. This event will not take place on occasion of matches organised by UEFA and no participation fee payment is required;
- Terzo Tempo: after some of the Championship matches, Juventus members meet, in a reserved area of the Allianz Stadium, a delegation of Juventus Official Fan Club members (at Juventus' discretion), on a first-come first-served basis. The payment of a participation fee is required;
- Booking for groups of at least 25 members intending to visit the Juventus Stadium and the Juventus Museum and/or participate in the Juventus City Tour;
- Possibility of attending training sessions for the First Team at the Juventus Training Centre (booking on a first-come, first-served basis), only during the Centre's open days, set by Juventus.

#### **5.5 - GREETING ON MEGA-SCREENS**

Only Juventus Official Fan Clubs may be greeted (on rotation) on the Allianz Stadium's mega-screens before Championship and Coppa Italia matches.

#### **ART. 6 – OBLIGATIONS OF THE JUVENTUS OFFICIAL FAN CLUBS**

6.1 The Juventus Official Fan Club subscribing to the project must comply unconditionally with laws, rules, provisions, regulations and decisions adopted by national institutions, by organisations regulating the football world and by Juventus.

6.2 The Juventus Official Fan Club undertakes to promote among its members the affiliation stipulated with this Framework Agreement through its internal communication tools and with the most effective methods, possibly agreed with Juventus.

6.3 Affiliation to the Juventus Official Fan Club project entails the obligation to keep fan support within the limits of correct behaviour and the rejection of any type of violence, racism and obscenity. Juventus reserves the right, upon the request of Police authorities and at any time during the football season, to request - in compliance with article 6 of Italian Law no. 401 of 13 December 1989 on formal cease and desist orders or orders prohibiting stadium attendance - a statement certifying that no member of the relevant Juventus Official Fan Club has been subject to such orders. In case members become subject during the current season to a restriction procedure (DASPO), they must be immediately expelled by the Juventus Official Fan Club, under penalty of suspension of the Juventus Official Fan Club from all the services referred to in this Framework Agreement.



6.4 The Juventus Official Fan Clubs must store at their registered office all the application forms, duly filled and signed by the respective members, in order to produce them in case of inspections, disputes or other procedures involving public institutions, supervisory bodies and legal authorities. Juventus may require these documents to be produced at any time.

6.5 The Chairman of the Juventus Official Fan Club must ensure that all the data relative to the members, which is shared with Juventus through loading of the same to the reserved area of the Juventus Official Fan Club Portal are correct and perfectly reflect the information reported in the application forms and undertakes to request and upload a copy of the identity document of each member in order to allow Juventus to check identities. The legal responsibility for the truthfulness of all the data uploaded to the Juventus Official Fan Club Portal remains with the Chairman of the relative Juventus Official Fan Club. Once members are activated, the Juventus Official Fan Club will no longer be allowed to amend the data included in the reserved area. Amendments can only be made by Juventus upon the express request of the same Juventus Official Fan Club.

6.6 The chairman and the contact person of each Juventus Official Fan Club must communicate to the members:

- (I) the information on the purposes and methods of processing of the personal data collected through the compulsory compilation of the application form (downloadable from the reserved area of the Juventus Official Fan Club and which must exclusively be archived at the office of the relevant Juventus Official Fan Club), attached to the same application form,
- (II) the general membership conditions of the individual Juventus Official Fan Club member to the Juventus Official Fan Club, as well as
- (III) all the news and important notices published by Juventus in the Juventus Official Fan Club Portal (e.g. dates for the booking of services with relative deadlines, etc.) with a binding value.

## **ART. 7 - RELATIONSHIPS AMONG JUVENTUS OFFICIAL FAN CLUBS and RELATIONSHIPS WITH THE PRESS**

7.1 To coordinate the activities and relationship among Juventus Official Fan Clubs over the national territory, Juventus may identify, each year, some regional liaison officers who cooperate on a voluntary basis without payment. The regional liaison officer is a Juventus Official Fan Club member (not necessary the Chairman of the relevant Club) identified in compliance with the assessments exclusively carried out by Juventus managers and they do not have the power to represent Juventus. The liaison officer contributes to promote, on the basis of their knowledge of the region and/or the specific geographical area where they usually reside, the collaboration and co-operation between all Juventus Official Fan Club in all aspects of club life. Juventus identifies a maximum of two liaison officers for every Italian region. The liaison officer may be removed from the office any time at Juventus' exclusive discretion.

7.2 In the performance of their functions, the Juventus Official Fan Club managers (all the components of the Club's Board) and the regional liaison officers may only grant interviews to national and/or local news organisations (both press and Web and TV) on their relationship with Juventus subject to the written agreement of the latter, notwithstanding freedom of opinion and freedom of expression, for the sole purpose of avoiding misunderstandings or to share incorrect and/or unchecked information on Juventus. Therefore, before granting interviews or issuing official statements, the Club manager and/or the regional liaison officer who are interested in granting an interview, must request to Juventus the relevant authorisation by sending a request to the dedicated email address.

The Juventus Official Fan Club managers (all the components of the Club's Board) and the regional liaison officers also undertake to use their own social networks exclusively in accordance with the principles indicated in article 2. Specifically:

- social media must be used in accordance with the rules of good sense;
- offensive opinions on Juventus' footballers and sport personnel and third parties must not be shared, as they are a breach of the obligations of good faith and correctness;
- no confidential information or materials owned by Juventus (videos, photos, internal documents or others) may be published.

## **ART. 8 – NON-COMPETITION AGREEMENT**

For the obvious reasons of the protection of exclusive intellectual property, Juventus Official Fan Club must undertake not to engage in activities in competition with those of Juventus, in particular the Juventus Official Fan Club is prohibited from directly or indirectly market tickets and/or season tickets other than as directed in this Framework Agreement, nor is it allowed to market unofficial or unauthorised merchandising products.

## **ART. 9 – USE OF THE JUVENTUS OFFICIAL FAN CLUB TRADEMARK**

9.1 The recognised Juventus Official Fan Clubs that have signed this Framework Agreement are authorised to use the distinctive Juventus elements included in the official personalised graphic pack provided by Juventus, which includes a logo as for example sub-Annex 1A and the images to be used in their own social networks (Annex 1B). Each Juventus Official Fan Club is, therefore, authorised to exclusively use the elements included in the official graphic pack received. The provision of the above mentioned official graphic pack does not entail at any rate the assignment or license of rights on the Juventus trademarks and is only limited to the uses allowed in accordance with Juventus' provisions. For any use other than as indicated in the guidelines provided with the official graphic pack, an explicit written authorisation must be provided from Juventus to the Juventus Official Fan Club.

9.2 Use by the relevant Juventus Official Fan Club of the Juventus trademark and of any elements of its intellectual property, without the written authorisation of Juventus, is an express termination condition due to the actions and the fault of the Juventus Official Fan Club. In particular, the following are forbidden:

- (i) the manufacture, marketing, transfer and advertising of materials and items of clothing bearing Juventus and Juventus Official Fan Club trademarks and logos;
- (ii) the registration of trademarks and/or domain names containing the terms "Juve", "Juventus", "Juventus Official Fan Club" and any other signs similar to Juventus' trademarks; and
- (iii) the registration, management or promotion on any social network of accounts bearing the name, signs and trademarks of Juventus, with the exception of what is provided in the official graphic pack.

9.3 Breach of the aforementioned prohibitions, as well any other unauthorised, altered, personalised use of the intellectual property of Juventus, including the Juventus trademark as well as the logo of the Juventus Official Fan Club is an express termination condition of the authorisation of the distinctive Juventus elements included in the official graphic pack due to the actions and the fault of the relevant Juventus Official Fan Club. The breaches referred to in the previous paragraph, in addition to being the reason for revoking the authorisation to the use of the Juventus Official Fan Club graphic pack, constitutes a SERIOUS BREACH (with the consequences detailed in articles 10 and 14) and will be punishable by Law as counterfeiting.

## **ART. 10 – BREACHES AND PENALTIES**

At any time Juventus reserves the option to suspend the provision of services to the Juventus Official Fan Club and therefore to the members of the same, in cases of the Juventus Official Fan Club or its members becoming responsible for particularly grievous behaviour towards Juventus and/or other Juventus Official Fan Clubs or who have in any case become responsible of acts or events in breach of the Juventus' Code of Ethics (Annex 2), of the regulations of Allianz Stadium (Annex 3), of the Regulations for the transfer of tickets (Annex 4), of the season tickets Conditions of Use, of the Sales Conditions of individual coupons from time to time applicable as well as of any other article of this Framework Agreement.

Any temporary suspension with regard to the Juventus Official Fan Club will be communicated to the Juventus Official Fan Club in question and to the relevant regional liaison officer through communication via email or certified electronic mail, to the address in the application form of the Juventus Official Fan Club. The suspension and/or interruption of services will not entitle the Juventus Official Fan Club and/or their respective members to any type of reimbursement for the payments made for the purchase of Member Packs.

## **ART. 11 – PROCESSING OF PERSONAL DATA**

11.1 The information provided by the club in the application to the Juventus Official Fan Club Project will be processed by Juventus for the purposes and in the manner described in the information annexed to this Framework Agreement (Annex 5 – Information on the processing of personal data). The Parties also mutually acknowledge that, given the nature of the project, Juventus, limited to the personal information Juventus will process in the context of the Juventus Official Fan Club project, being independent with regard to the purposes of the processing (as explained in the Juventus Official Fan Club Membership application form) and the methods of processing and the instruments used, including the safety profile - assumes the role of "Data Controller" pursuant to article 4, paragraph 7 of the General Regulations on the Protection of Personal Data no. 679 of 2016 (hereinafter "EU Regulations 2016/679").

11.2 The Juventus Official Fan Club declares to have been informed by Juventus that the execution of the services pursuant to this Framework Agreement will involve the processing of personal data owned by Juventus.

The processing of personal data carried out by the Juventus Official Fan Club on behalf of Juventus and their mutual relationships are regulated by a specific contract, whose contents are defined in compliance with article 28 of the EU Regulations 2016/679 ("Data Processing Agreement"), which is annexed and which constitutes an integral part of this Agreement.

The Data Processing Agreement regulates, pursuant to article 28 of EU Regulations 2016/679, the nature and purpose of the processing, the subject and duration of the processing, the type of personal data and the categories of interested parties, the obligations of the Data Processor and the obligations and rights of the Data Controller.

In the context of the services object of this Framework Agreement, the Juventus Official Fan Club undertakes to: (i) comply with the law and the applicable principles relating to the protection of personal data pursuant to Regulation (EU) 2016/679, the instructions issued by Juventus within the Data Processing Agreement and any other related provision, which the Juventus Official Fan Club declares to be well aware of; and (ii) guarantee full compliance with the procedures for the processing of personal data and for collection of online consents in line with the provisions of the Data Processing Agreement (Annex 6).

In this sense, the Juventus Official Fan Club guarantees that any Juventus Official Fan Club Members' data shared by the Juventus Official Fan Club with Juventus and uploaded to the Juventus Official Fan Club Portal has been obtained by the Juventus Official Fan Club and shared with Juventus in fully compliance with the current regulations for the protection of personal data. To this regards, the Juventus Official Fan Club user grants the widest indemnification with regards to any objection, claim, request for compensation of any damage arising from the processing, etc. which may be received by Juventus from any third interested party based on the provision of the Members' data indicated by the Juventus Official Fan Club violating the applicable provisions on personal data protection.

#### **ART. 12 – DURATION OF THE AGREEMENT**

The Framework Agreement is valid for one season, taking effect from the date of receipt of Juventus' authorisation and expiry on 30 June 2021. The automatic renewal of the agreement is excluded.

The members that have joined the project and purchased the Juventus Official Fan Club Member Packs will be fully entitled to the benefits and advantages of the Juventus Official Fan Club until 30 June 2021.

#### **ART. 13 – CODE OF ETHICS AND ITALIAN LEGISLATIVE DECREE 231/2001**

13.1 The Juventus Official Fan Club states that it is aware of and acknowledges the provisions set out in the Italian Legislative Decree no. 231 of 8 June 2001 (the "Decree") and undertakes to ensure that its behaviour, finalised at the implementation of this contract, complies with the Decree's principles of transparency and propriety, as well as stating that it has never been responsible for one of the offences referred to in the same Decree.

13.2 The Juventus Official Fan Club further states that it acknowledges that Juventus has adopted an Organisation, Management and Control Model as required by the aforementioned Decree (the "Model") as well as a Code of Ethics, which sets out its corporate ethical principles (the "Juventus Code of Ethics" which may be viewed on the site [www.juventus.com](http://www.juventus.com)) and, if it hasn't adopted its own code of ethics, it commits on behalf of itself, in accordance with article 1381 of the Italian Civil Code, on behalf of its consultants, collaborators, employees, suppliers and business partners to comply with Juventus Code of Ethics, which it hereby states it has read and understood.

13.3 The Juventus Official Fan Club's failure to comply with the provisions and/or principles set out in the Decree and/or in the Code of Ethics will be deemed a serious breach of the obligations contained in this Agreement and will justify Juventus' termination of the same with immediate effect, pursuant to article 1456 of the Italian Civil Code, without prejudice to its right to compensation for damages.

#### **ART. 14 – EXPRESS TERMINATION CLAUSE**

In case of failure by the Juventus Official Fan Club to comply with the obligations and conditions of this Framework Agreement, Juventus will have the option to demand the Juventus Official Fan Club to comply by sending a communication, by registered letter with acknowledgement of receipt, setting a deadline of no less than 15 (fifteen) days, expressly indicating that the failure to rectify the breach by the set deadline will determine the legal termination of the Framework Agreement. Should the Juventus Official Fan Club not rectify the breach by the given deadline, the Framework Agreement will be considered legally terminated at the expiry of the notice period without need for any further communication.

#### **ART. 15 – COMMUNICATIONS**

15.1 With the exception of the cases expressly indicated, or established by the law, the communications between Juventus and the Juventus Official Fan Club relating to this Framework Agreement can be made via electronic mail, if the use of a registered letter with acknowledgement of receipt is not expressly required, to the addresses indicated below:

- For Juventus: [jofc@juventus.com](mailto:jofc@juventus.com)

- For Juventus Official Fan Club: the email address indicated in the Juventus Official Fan Club Portal

15.2 Both parties may at any time change their email address for the purposes of this article, provided that the party gives prompt communication to the other party in respect of the forms established by the previous paragraphs.

**ART. 16 – CONCLUSIONS AND REFERENCES**

The decisions, provisions and regulations issued by Juventus also subsequently to this document and in any case published on [www.juventus.com](http://www.juventus.com), Juventus Official Fan Club section and/or through communications sent by Juventus to the Juventus Official Fan Club through newsletter, communications on the website reserved area and/or regional liaison officers will apply for anything not expressly included in this Framework Agreement. In any case, all Juventus Official Fan Clubs subscribing to the project must always operate in a non-political and non-sectarian manner, without purpose of financial gain, in compliance with the regulations inspiring civil coexistence (education, fairness, correctness and mutual cooperation) and in accordance with Italian laws.

**ART. 17 – JURISDICTION**

Any dispute relative to the validity, effectiveness, interpretation and execution of these regulations will be referred to the exclusive jurisdiction of the Court of Turin.

Read, approved and signed PLACE AND DATE .....

THE CHAIRMAN (legal representative) Juventus Official Fan Club

(legible signature) ..... On ...../...../2020

THE BOARD MEMBER

(legible signature) ..... On ...../...../2020

THE BOARD MEMBER

(legible signature) ..... On ...../...../2020

THE BOARD MEMBER

(legible signature) ..... On ...../...../2020

THE BOARD MEMBER

(legible signature) ..... On ...../...../2020

ANNEX 1A: PERSONALISED JUVENTUS OFFICIAL FAN CLUB LOGO (FOR EXAMPLE)



**JUVENTUS**  
**OFFICIAL FAN CLUB**  
LOREM IPSUM

ANNEX 1B: ADD PERSONALISED PROFILE IMAGE AND COVER (FOR EXAMPLE)



ANNEX 2 - Juventus Code of Ethics: see link

<https://www.juventus.com/en/club/corporate-governance/>

ANNEX 3 - Allianz Stadium Regulations: see link

<https://www.juventus.com/en/allianz-stadium/directions-access/rules-and-regulations>

ANNEX 4 - Regulations relating to the transfer of tickets: see link

<https://www.juventus.com/en/allianz-stadium/directions-access/rules-and-regulations>

ANNEX 5 - Information on processing of personal data

## Information on processing of personal data

Pursuant to article 13 of EU Regulation no. 2016/679 regarding the protection of personal data ("**General Data Protection Regulation**" or, in brief, "**Regulation**"), Juventus informs that the data of the Data Subjects, transmitted within the context of this agreement, must be processed in accordance with the Regulation and national legislation as well as any provisions issued by the Supervisory Authority (the Personal Data Protection Authority), where applicable.

The applicable legislation recognises only natural persons as data subjects. The present notice is therefore directed at parties who fall into this category, notwithstanding the confidentiality requirements due to the nature of the data processed also for parties falling into other categories (legal persons, organizations and associations).

### 1. Purpose and legal basis for the processing

The processing of personal data is carried out by Juventus for the purposes related to the establishment, management and execution of the agreement, including, by way of example:

- (i) the fulfilment of legal and regulatory obligations (e.g. tax and accounting obligations);
- (ii) administrative contract management, including the handling of payments and invoices; the management of any disputes; internal supervision (security, service quality, asset integrity), management oversight and certification;
- (iii) use of the Juventus Official Fan Club Portal is reserved to clubs affiliated to the Juventus Official Fan Club project, including the execution of all preliminary activities to the affiliation process and every subsequent obligations, deriving from any online sales contracts and the inherent and consequent obligations thereof;

In order to process the personal data for the purposes indicated above it is not necessary to acquire the specific consent of the Data Subjects, seeing as the processing finds its legal grounds in article 6, paragraph 1, letter b) of the Regulation.

### 2. Data storage

The data must be stored in compliance with the applicable legislation for the protection of personal data for the entire time required to fulfil the purposes outlined above.

The data required to fulfil civil and tax obligations must be stored for the entire duration of the agreement and also after its termination, in compliance with said obligations (for example, the civil obligation to hold invoices and company documentation for at least 10 years as required by article 2220 of the Italian Civil Code).

### 3. Communication, dissemination and transfer of data

Without prejudice to the communications carried out in order to fulfil legal and contractual obligations, the data may be communicated to collaborators and consultants (for example tax or legal advisers), to third parties that perform outsourced activities on the company's behalf (such as reliable outside subjects in the company's trust to which the company assigns certain activities or parts thereof, that are required in order to supply the services that are the object of the agreement, or whose activities are connected, instrumental or support those of the company) whenever this is deemed necessary, to public entities or institutions where required, as well as subjects that are legally entitled to receive said information, Italian and foreign judicial authorities and other public authorities, for purposes connected to the fulfilment of legal obligations assumed and deriving from the agreement, as well as for any trial defence purposes.

Within the context of the company's organisational structure, the data must be processed by persons authorised to perform the processing who act under the authority of the data controller, duly instructed by the same data controller, mainly using electronic and manual systems in compliance with the principles applicable to the processing of personal data pursuant to article 5 of the Regulation.

In any case, personal data must not be disclosed. The data must not be transferred outside the European Union; however, if specific requirements connected to the location of the Company's servers entail the transfer of said data to countries located

outside the European Union, even to countries that do not provide adequate protection, the data controller undertakes to guarantee the levels of protection and safekeeping even of a contractual nature that are appropriate according to applicable regulations, including the stipulation of standard contractual clauses (a copy of the undertakings made by third parties within the context of said clauses may be requested from the Data Protection Officer indicated below). The list of countries located outside the European Union or the European Economic Space where the data is transferred is available on request from the Data Protection Officer.

#### 4. Rights of Data Subjects

The Data Subjects, in relation to the processing of the data described herein, may exercise the rights granted by the Regulation (articles 15-21), including the right to:

- Receive confirmation of the existence of their personal data and access its content (right of access);
- Update, amend and/or correct their personal data (right of rectification);
- Ask for the deletion or limitation of the processing of any data processed in violation of the law including data that need not be stored for the purposes for which the data has been collected or otherwise processed (right to be forgotten and right to limitation);
- Oppose the processing (right of opposition);
- Lodge a complaint with the Supervisory Authority in the event of a violation of the regulations governing protection of personal data;
- Receive a copy of the data that concerns them in electronic format and ask that said data be transmitted to another data controller (right to data portability).

The Data Subjects may forward any claims related to the exercise of their rights to the following e-mail address: **privacy@juventus.com**.

#### 5. Identity and contact data of the Data Controller and contact data of the Data Protection Officer

The Data Controller is **Juventus Football Club S.p.A.**, with registered office in Via Druento 175 – 10151 in Turin, Italy, in the person of the pro-tempore legal representative.

A Data Protection Officer has been designated, who can be contacted at the following email address: **privacy@juventus.com**.

ANNEX 6 - Personal Data Processing Agreement

#### Personal data processing agreement

#### Data Controller - Data Processor

*Pursuant to article 28 of Regulations (EU) 2016/679*

BETWEEN

**Juventus F.C. S.p.A.**, with registered office in Turin, at Via Druento 175 – Tax Code and VAT No. 00470470014 (hereinafter “**Data Controller**”);

AND

**The Juventus Official Fan Club** [.....] with offices in Via [.....], VAT NO/TAX CODE [.....], in the person of the Chairman of the Juventus Official Fan Club (hereinafter the “**Data Processor**”),

(the Data Controller and the Data Processor, together, the “**Parties**”)

#### WHEREAS

- a) today the Parties have signed an agreement relating to the accreditation of the Juventus Official Fan Club to the Juventus Official Fan Club project (hereinafter “**Framework Agreement**”);
- b) in execution of the Framework Agreement, the Data Processor carries out processing transactions on the following categories of personal data (hereinafter “**Personal Data**”) owned by the Data Controller and in compliance with the instructions contained therein;

- c) the Parties intend to settle their mutual relationship in relation to the activities for the processing of Personal Data carried out by the Data Processor on behalf of the Data Controller in compliance with the EU Regulation 2016/679 (“**General regulation for the protection of data**” or, in brief “**Regulation**”) and especially in compliance with article 28 of the Regulation, which establishes that when the processing must be carried out on behalf of a Data Controller, the processing by the Data Processor is governed by an agreement that is binding for the data processor with respect to the data controller and which defines the object and duration of the processing, its nature and its purpose, the type of personal data and the categories of data subjects processed, the obligations and the rights of the data controller;
- d) the Data Processor declares and guarantees to have the technical knowledge and competence in relation to the purposes and procedures of the processing transactions, the security measures to be adopted to guarantee the confidentiality, completeness and integrity of the data processed, as well as the applicable regulations relating to the protection of personal data;
- e) on the basis of the references and competences confirmed by the Data Processor in terms of properties, resources, equipment and experience in the management of services similar to those of the service Agreement as well as the contractual obligations undertaken by the Data Processor in terms of the applicable regulations in terms of protection of personal data, the Data Controller carries out a positive assessment of the suitability and qualification of the Data Processor to satisfy, also in terms of the security of the processing, the requirements of the applicable regulations;
- f) the Data Controller therefore intends to designate the Juventus Official Fan Club [.....] as Data Processor as well as govern the processing operations carried out by the Data Processor on behalf of the Data Controller in the context of the Framework Agreement, in compliance with article 28 of the Regulation;

In view of the above, taking into account the mutual promises and the agreements entered, the Parties agree the following.

## 1. PREAMBLE

The preamble represents integral and essential part of this agreement.

## 2. OBJECT

- 2.1. With this agreement (“**Data Processing Agreement**”), in compliance with article 28 of the Regulation, the Parties discipline the processing of personal data carried out by the Data Processor on behalf of the Data Controller in the context of the Framework Agreement.
- 2.2. By signing this Data Processing Agreement, in compliance with article 28 of the Regulation, the Data Controller designates the Juventus Official Fan Club [.....], which accepts, Data Processor in relation to the processing operations on the Personal Data deriving from the Framework Agreement.

## 3. NATURE AND PURPOSE OF THE DATA PROCESSING

- 3.1. The Data Processor processes the Data Controller’s Personal Data solely for the purposes linked to the execution of the Framework Agreement for which the appointment to Data Processor constitutes an annex, that is to say the processing is finalised at the achievement of the following purposes:
  - register Members to the Juventus Official Fan Club project and provide relative services;
  - provide ticketing services;
  - sell Juventus Cards;
  - collect optional consents to the processing of data.

## 4. PERSONAL DATA SUBJECT TO PROCESSING

4.1. The personal data subject to processing are:

- general personal information: personal data provided for the purposes of membership of the project (name, surname, place/country and date of birth, email and telephone number, residency);
- copy of the identity document for the verification of the identify of the person and for the purchase of tickets and/or season tickets and those necessary for the issue of the Juventus Card;
- information on Juventus products/services purchased (season tickets, membership, Juventus Card);
- marketing consents and waivers for use of images.



## 5. CATEGORIES OF PERSONAL SUBJECTS

The personal data subject to processing refer to the Juventus Official Fan Club Members (including minors) identified as consumers.

## 6. OBLIGATIONS OF THE DATA PROCESSOR

6.1. For the purposes of the correct processing of Personal Data, the Data Processor undertakes to:

- a) carry out any Personal Data processing operation in compliance with the applicable regulations relating to the protection of personal data, including the principles referred to in chapter II of the Regulation (articles 5-11);
- b) carry out the processing of Personal Data in the implementation of this Framework Agreement and for the purposes relative to the provision of the services therein referred to, for the time period strictly necessary for the performance of the above mentioned purposes as well as the purposes strictly linked and instrumental to the management of technical issues linked thereto;
- c) guarantee the full compliance with the obligations imposed by the Regulation directly onto the Data Processor, including by way of example, the obligation to hold a register of the operations carried out on behalf of the Data Controller pursuant to article 30, paragraph 2 of the Regulation and, where required, the obligation to appoint a Data Protection Officer pursuant to article 37, paragraph 1 of the Regulation;
- d) in compliance with article 32 of the Regulation, implement technical and organisational measures to guarantee an adequate level of security for the processing operations carried out on behalf of the Data Controller, as well as cooperate with the latter by providing the same with the information and documentation required by the same in order to assess and check from time to time that the Data Processor has adopted technical and administrative measures;
- e) in the performance of the data processing operations on behalf of the Data Controller, follow the provisions and instructions included in this Data Processing Agreement;
- f) in relation to the collection of Personal Data from data subjects, where required, the Data Processor ensures this is done in compliance with the specific procedures agreed with the Data Controller in order to guarantee that the collection of Personal Data and their subsequent processing comply with the law (e.g. privacy policy and requests of consent for the processing of data provided by the Data Controller; tracing and archiving of consents given by the data subjects);
- g) with the exclusion of cases strictly necessary for the provision of Services, not to disclose or share Personal Data with third parties without the previous written consent of the Data Controller and to adopt the organisational and technical measures necessary to ensure the maximum confidentiality of the Personal Data acquired and used in the performance of the activities object of this designation;
- h) not transfer the Personal Data outside of the European Union, directly or indirectly (possibly through third party suppliers that have been authorised in writing by the Data Controller) without the previous written consent of the Data Controller and in compliance with the general principles and conditions applicable to the transfer required by chapter V of the Regulation, notifying the Data Controller of the measures adopted in order to ensure an adequate level of protection for the transferred data and the rights of the data subjects (for example, adequacy decisions, type of clauses, binding regulations on the company, code of conduct, certification, etc.);
- i) guarantee that access to Personal Data by personnel takes place only on the basis of the principle of need and that the processing operations linked to the execution of the Framework Agreement are carried out only by authorised persons acting on the authority of the Data Processor on the basis of adequate instructions;
- j) adequately train authorised persons, tasked with the execution of the Framework Agreement, providing the same with precise instructions and supervising their compliance to the same. The updated list of personnel authorised to process Personal Data will be made available to the Data Controller on request from the latter;
- k) guarantee that all physical persons (employees and/or collaborators) authorised to process personal data for the above stated purposes are committed to confidentiality or have a legal obligation to confidentiality;
- l) regularly adopt, update and assess all the technical and organisational measures necessary to guarantee an adequate level of risk, in compliance with the provisions of article 32 of the Regulation, as well as the further measures provided for by article 10 of this Data Processing Agreement;
- m) designate, where applicable, the Union Representative pursuant to article 27 of the Regulation;
- n) cooperate with the Data Controller on the implementation of any further measure that becomes necessary in order to guarantee compliance of the Personal Data processing with the applicable provisions;
- o) without undue delay and in any case no later than 24 hours from the time it has become aware of it, notify the Data Controller of any breach of personal data and cooperate with the Data Controller in relation to the analysis and

assessments to carry out for the purposes of the notification to the supervisory authority pursuant to article 33 of the Regulation and of the communication to data subjects pursuant to article 34 of the Regulation, as well as for the preparation of the relative documentation, including the notification pursuant to article 35, paragraph 3;

- p) keep the Data Controller informed in writing, on written request from the latter, of details relative to compliance with the applicable provisions and this Data Processing Agreement;
- q) the Data Processor notifies, without delay, the Data Controller of any issue relevant for the purposes of this Data Processing Agreement, such as, simply by way of example:
  - Requests from the Authority;
  - Outcomes of inspections;
  - Request of access to data by public authorities.

## **7. REQUESTS FROM DATA SUBJECTS**

- 7.1. In case the Data Processor receives requests for the exercise of data subjects' rights, it must promptly communicate this to the Data Controller in writing, enclosing a copy of the request.
- 7.2. In case the Data Controller receives requests for the exercise of rights of data subjects in relation to the processing carried out by the Data Processor in the context of the data processing operations carried out in the execution of the Framework Agreement, the process undertakes to cooperate with the Data Controller with all means at its disposal, to satisfy the exercise of rights of the data subject.

## **8. OBLIGATIONS OF THE DATA CONTROLLER**

- 8.1. In case further activities or specific measures become necessary for compliance with the provisions relating to the protection of data, or in case of changes to the Framework Agreement with impact on the processing of personal data, where necessary, the Data Controller will provide the Data Processor with further instructions with regard to the purposes, methods and procedures for the use and processing of Personal Data, and will agree with the Data Processor the most suitable technical and organisational measures.

## **9. ASSIGNMENT TO THIRD PARTIES (SUB-PROCESSORS)**

- 9.1. The Data Processor is forbidden to use third parties (sub-processors) for the execution of the Services without the prior, specific or general, written authorisation from the Data Controller. In case of general written authorisation, the Data Processor will notify the Data Controller of any anticipated changes relating to the addition or replacement of other data processors (sub-processors), so giving the Data Controller the opportunity to object to such changes.
- 9.2. In case of written consent from the Data Controller, the Data Processor undertakes to include in the agreement with the sub-processor guarantees and obligations similar to those included in this data processing agreement, making a list of sub-processors available to the Data Controller.
- 9.3. The Data Processor remains fully responsible with respect to the Data Controller for the fulfilment of the obligations of the sub-processors.

## **10. DURATION**

- 10.1. This Data Processing Agreement has the same duration and effectiveness of the Framework Agreement between the Parties and will terminate at the termination, for any reason, of the Framework Agreement.

## **11. TERMINATION**

- 11.1. On termination of the Framework Agreement, the Data Processor must stop any Personal Data processing operation and return to the Data Controller all the Personal Data processed for the execution of the Framework Agreement the Data Processor holds (e.g. personal data, contract data, etc.) or, on request from the Data Controller, provide to their destruction, at the same time providing the Data Controller with a specific statement, with the exception of any archiving requirements to fulfil regulatory provisions.
- 11.2. Subsequently to the termination of the Framework Agreement, the Data Processor must observe the maximum confidentiality of the data and the information relative to the Data Controller it has become aware of in the performance of its obligations.

## **12. SECURITY MEASURES**

- 12.1. With reference to Personal Data processing operations necessary for the execution of the Framework Agreement, the Data Processor states and guarantees (i) to comply with any and every appropriate security measure to prevent the risks of destruction, loss, also accidental, of the Personal Data as well of unauthorised access or unlawful processing of the same as provided for by the Framework Agreement and (ii) that these measures also comply with the security measures necessary and in accordance with the principles of article 32 of the Regulation, as well as any other mandatory legal measure.
- 12.2. With reference to the Personal Data processing carried out with the help of electronic means, including the management of database/s including the Personal Data of the Data Controller, the Data Processor undertakes to implement the following measures:
  - i. choose system administrators among subjects with experience, skills and reliability, able to guarantee full compliance with the Italian provisions relating to the protection of personal data, including their security profile;
  - ii. appoint system administrators individually, analytically detailing the areas of operations each system administrator is allowed to carry out with their authentication credentials;
  - iii. hold an updated list of subjects appointed as system administrators and, on request, make this list available to the Data Controller and/or the competent authorities;
  - iv. adopt software/systems suitable to record access by system administrators; the above mentioned recording of access logs must be complete, unalterable and allow integrity checks;
  - v. carry out periodical checks (at least once a year and in any case on the request of the Data Controller) relative to the compliance of the system administrators to the organisation, technical and security measures required by the Italian regulations in relation to the protection of personal data, ensuring a copy of the report is sent to the Data Controller.
- 12.3. The Processor undertakes to regularly check the suitability of the measures adopted.

## **13. AUDITS**

- 13.1. The Data Processor recognises and accepts that the Data Controller, in the context of the obligations pertaining to it as Data Controller, may check the Personal Data processing operations carried out by the Data Processor, as also the security measures implemented by the latter for the purposes of this Data Processing Agreement, also through specific audits to be agreed in advance, in accordance to mutual working requirements.

## **14. RESPONSIBILITIES**

- 14.1. The Data Processor undertakes to hold harmless and indemnify the Data Controller for any damage suffered by the latter in consequence of the failure of the Data Processor (and/or its employees, collaborators, subcontractors if authorised and employed) to comply with the obligations deriving from this Data Processing Agreement, as well as pursuant to the Regulation and Italian provisions.
- 14.2. If the Data Controller and the Data Processor are involved in the same processing operation and are, pursuant to article 82, paragraph 4 of the Regulation, responsible for any damages caused by the processing, the Data Controller and the Data Processor are fully responsible for the entire amount of the damages, in order to guarantee the effective compensation of the data subject.

## **15. EXPRESS TERMINATION CLAUSE**

- 15.1. The Data Controller has the right to terminate this Framework Agreement pursuant to article 1456 of the Italian Civil Code by sending a written communication to the Data Processor by certified email, or registered letter with acknowledgement of receipt, in case of breach of the provisions of this Data Processing Agreement. In any case this is without prejudice to compensation for damages.

## **16. GRATUITOUSNESS**

- 16.1. It remains understood by the Parties that the designation of the Juventus Official Fan Club as Data Processor and the provisions of the Data Processing Agreement do not imply the right of the Data Processor to any remuneration additional to the fee agreed in the Data Processing Agreement, as account has already been taken of the activities that the Data Processor must carry out in relation to the processing of personal data in the determination of the fee indicated by the service Agreement.

**17. NEGOTIATION**

17.1. This Data Processing Agreement is the expression of the free negotiations undertaken by the Parties and therefore is not required to be signed separately, pursuant to article 1341 of the Italian Civil Code.

**18. APPLICABLE LAW – JURISDICTION**

18.1. This Data Processing Agreement is subject to Italian law.

18.2. The Turin Court will have exclusive jurisdiction in any disputes arising in relation to this Data Processing Agreement.

Place and date \_\_\_\_\_

**Data Processor**

\_\_\_\_\_  
The Legal Representative