



The Rules of the Smile Club Loyalty Program

effective from September 1st, 2018

Explanation of abbreviations and terms

- **Program** – Smile Club loyalty program
- **Leo Express** – business company Leo Express Global a.s., with registered seat at Řehořova 908/4, 130 00 Praha 3 – Žižkov, Czech Republic, IČO 290 16 002
- **Leo Express group** – all business companies within the same business grouping with the parent company Leo Express Global a.s.
- **leo crown** – acquired or by bonus earned voucher for a customer account that can be used to buy Leo Express services. For customer accounts set up in a different currency other than Czech leo crowns (zloty, euros) leo crowns are also used, but they can be bought in the currency of the account and are transferred at a fix rate of the Leo Express group
- **user account** is the customer account accessible at <http://www.leoexpress.com> after entering the access data. In the user account, participants can manage the data entered during registration, check the current level, check mileage, manage purchased tickets, replenish leo crowns and check the status of the Smile account
- **Smile account** is part of the user account. It records individual transactions made by participants in the Program in leo crowns (eg. buying tickets or other Leo Express services)
- **Participant (of the program)** – is a natural person older than 16 years who sets up a user account
- **Customer** – any natural person who uses or is apparently interested in using Leo Express services
- **Card** – customer card in electronic or physical form or a sticker proving membership in the Program
- **Reservation system** – the Leo Express internet reservation system for the reservation and sale of tickets is available at <http://www.leoexpress.com>
- **Fare** – the price of transporting passengers from the boarding station to the departure station according to the current fare of the carrier
- **Travel document** – a document proving the conclusion of a transport contract and the rights arising from it throughout its fulfilment, hereinafter referred to also as a ticket
- **Boarding station** – station where passengers enter the vehicle of the carrier, which is specified in the relevant travel document
- **Departing station** – the stop where passengers leave the vehicle of the carrier, which is specified in the relevant travel document
- **Authorized person** – steward, driver or other person authorized to give passengers instructions and orders, which they demonstrate with a service ID card
- **Authorized passenger** – passenger who upon request submits a valid travel document to the authorized person and meets all the obligations stipulated in the Leo Express transport conditions and in the Leo Express Tariff
- **Vehicle** – train, bus, minibus or car with a visible Leo Express marking

1. Introductory provisions

- (1) This Program is a loyalty program of the Leo Express Group, which aims to reward existing and new LE customers for their loyalty.

2. Participants in the Program and the establishment of a user account

- (1) Those who set up a user account on the Leo Express website, through the Leo Express mobile app, at an authorized dealer or at a Leo Express ticket office after April 1st, 2016, and which agreed to the new program conditions and processing of personal data under regulation of the European Parliament and of the Council (EU) 2016/679, become a Program Participant. There is no legal right to establish a user account.
- (2) The user account is founded on the basis of registration. The customer is obligated to enter the information marked as mandatory during registration. The data entered in this way must be accurate, truthful and complete. In the case of any changes to this data, the Program participant is obliged to report these changes to Leo Express Group. Reporting changes can be performed by the participant by changing the data in the administration of the user account on the website www.leoexpress.com, in Leo Express mobile app or at a Leo Express ticket office.
- (3) The E-mail address provided in the registration form must be unique, i.e. a single e-mail address can only be registered by one Program participant.
- (4) Program Participant may only be a natural person over 16 years old.
- (5) Without establishing a user account, it is not possible to receive the benefits provided under this Program.

3. Smile account, purchase and the use of leo crowns

- (1) Participants choose the currency in which their Smile account will be kept during registration in the Program. They can choose between Czech crowns, Polish zlotys or euros.
- (2) Leo crowns cannot be transferred between Smile accounts of the Program participants.

3.1. Possibilities of obtaining leo crowns

- (1) Leo crowns can be bought in the user account at www.leoexpress.com, in the mobile app Leo Express, at authorized Leo Express dealers and Leo Express ticket offices. Leo Express ticket offices and Leo Express contractual dealers have Czech currency, that mean Czech crown set as their primary currency. The exchange rate of individual Leo Express ticket offices or Leo Express authorized dealers will be applied for conversion into other currencies, which will be communicated to the purchaser upon request. The currencies received by individual sales points are listed at www.leoexpress.com.
- (2) 1 leo crown = 1 Czech crown (CZK)
- (3) By buying leo crowns, the participant buys a voucher (as a sign value) for Leo Express Group services, which he/she is entitled to draw at his/her own discretion, depending on the available supply of these services. The service is provided at the time of its actual implementation.
- (4) Leo crowns can also be obtained by cancelling tickets or compensation or reward from Leo Express (eg. as a reward for travelled tickets under this program).
- (5) The contract of purchase of a voucher according to par. 3 may be cancelled (and thus the provided performance returned) only in cases specified by the law. Otherwise, the contract can be cancelled at the request of the participant and the funds returned to him or her only in justified cases. The assessment of reasonability is carried out by Leo Express. Applications can be sent to info@le.cz . In the e-mail you must include the reason and provide proof of its existence. Leo Express evaluates the request for the withdrawal of the purchased leo crowns within 30 days and the decision is final. A transaction fee of CZK 30 is charged when refunding the funds. Bonuses, discounts and other similar benefits, as well as leo crown acquired otherwise than by purchasing in exchange for funds cannot be paid out to the participant.

3.2. Payments with leo crowns

- (1) Leo crowns recorded in the Smile account can be used for payment in the reservation system, in the Leo Express mobile app, at authorized Leo Express dealers and at Leo Express ticket offices. Currency of transactions correspond to the currency set for the given account. Leo Express ticket offices and contractual dealers have the Czech currency, that means Czech crowns set as their primary currency. The exchange rate of individual Leo Express ticket offices or Leo Express authorized dealers will be applied for conversion into other currencies, which will be communicated to the purchaser upon request. The currencies received by individual sales points are listed at www.leoexpress.com.
- (2) To make a payment in leo crowns the following is required:
 - a) submit a Smile card and enter the PIN code to the Smile account at Leo Express ticket offices and at authorized Leo Express dealers;
 - b) to be logged into the user account in the reservation system
 - c) to be logged into the user account in the mobile app

3.3. Validity of leo crowns

- (1) Validity of leo crowns is for all program participants as following:
- a) Purchased leo crowns are valid for 36 months from the date they were purchased, and after 36 months of purchase the leo crowns expire and the entitlement to their use will be cancelled without further delay.
 - b) Bonus leo crowns are valid for 12 months from the date they are credited, after 12 months the bonus leo crowns expire and the entitlement to their use will be cancelled without further delay.

4. Rewards for mileage and bonus for purchases in leo crowns

- (1) Program participants gain advantages both for the purchased tickets and for the purchase of leo crowns.
- (2) The amount of remuneration for the travelled ticket (mileage) is calculated as a percentage of the fare actually paid (ie. after deducting all discounts, bonuses and other benefits), and is graded according to the rank awarded. A rank is awarded according to the number of kilometres travelled, while kilometres travelled for the past 365 days are counted for determining the rank.
- (3) Within each individual achieved rank, the participant will receive the reward in the specified amount calculated from the real paid for fare for the number of kilometres traveled within this rank. The fare for a ticket, which exceeded the border of a rank (ie. For a trip, during which the threshold of mileage was crossed), shall be counted towards the higher ranks for the purposes of calculating remuneration from travelled tickets.

Rank	Total mileage	The amount of remuneration
No rank	0-999	0 %
Traveller	1 000 -2 999	5 %
Globetrotter	3 000 – 9 999	8 %
King of the railways	10 000 and more	10 %

Illustrative example:

In accordance with the Program, the participant travelled a total of 3000 km, in 10 trips, each with a length of 300 km, for each trip he paid 300 CZK. According to the mileage he thus reached the rank of "Traveller" and "Globetrotter". The individual paths and the resulting bonuses are therefore:

1. *trip: 300 km - 300 km in total (rank: no rank, bonus: 0%)*
2. *trip: 300 km - 600 km in total (rank: no rank, bonus: 0%)*
3. *trip: 300 km - 900 km in total (rank: no rank, bonus: 0%)*

4. *trip: 300 km – total 1200 km (rank: Traveller – crossing the border, bonus: 5% of the amount of CZK 300, 4th trip) - **from the 4th trip onwards, unless there is a change in rank, the participant will receive a 5% bonus from the actually paid fare.***
 5. *trip: 300 km – total 1500 km (rank: Traveller – crossing the border, bonus: 5% of the amount of 300 CZK - 5th trip)*
 6. *trip: 300 km – total 1800 km (rank: Traveller – crossing the border, bonus: 5% of the amount of 300 CZK – 6th trip)*
 7. *trip: 300 km – total 2100 km (rank: Traveller – crossing the border, bonus: 5% of the amount of 300 CZK - 7th trip)*
 8. *trip: 300 km – total 2400 km (rank: Traveller – crossing the border, bonus: 5% of the amount of 300 CZK - 8th trip)*
 9. *trip: 300 km – total 2700 km (rank: Traveller – crossing the border, bonus: 5% of the amount of 300 CZK - 9th trip)*
 10. *trip: 300 km – total 3000 km (rank: Globetrotter – crossed boundary, bonus: 8% of the amount of CZK 300, 10th trip) - **from the 10th trip onwards, unless there is a change in rank, the participant will receive a 8% bonus from the actually paid fare.***
- (5) In case that the participant in the Program pays 2500 CZK or more for one purchase of leo crowns a 7% bonus from the paid amount (bonus per purchase) will be credited to his/her account. The threshold for receiving a bonus for users paying in a currency other than Czech crowns is calculated according to the current Leo Express exchange rate and is listed in the user account in the section "replenishing leo crowns" or it will be shared with the participants in the Program at the Leo Express ticket offices or authorized dealers.
 - (6) The reward for travelled tickets and the bonus for purchase shall be credited to the Smile account in the form of discounts on future purchases of Leo Express services. The order of the use of these discounts and purchased leo crowns up to Leo Express.
 - (7) The reward for the travelled ticket and mileage is attributed to the Smile account that it was purchased from, within 24 hours of the scheduled arrival to the departing station.
 - (8) No fee or mileage will be counted in the following cases:
 - a) In case that a purchased place in a vehicle is not occupied by an authorized passenger;
 - b) if the passenger was (albeit legitimate) excluded from transportation;
 - c) in case that the participant was not logged in to their user account when purchasing the ticket (valid for the purchase tickets through the reservation system);
 - d) in case that a participant does not share the e-mail address associated with the user account when purchasing (valid for the purchase of tickets by means other than through the reservation system);
 - e) if the participant has breached the conditions of this Program and / or legislation.

5. Tariff cashback remuneration

- (1) Program participants who travel at the selected tariffs specified below receive benefits in the form of tariff cashback.
- (2) The amount of the remuneration for the travelled tickets at the specified tariffs is calculated as a percentage of the full fare (i.e. before all discounts, bonuses and other benefits, except for the use of vouchers / discount codes). This remuneration will be credited to the customer's customer account back in bonus leo crowns after the journey.
- (3) It is not possible to combine the remuneration for the travelled ticket and the tariff cashback, only the highest remuneration for a Smile Club participant will always apply.

Illustrative example:

The order of the King of the railways, full price of a ticket is 100 CZK and the passengers travelling in tariffs 1 student + 1 adult:

- **Ticket price:** Student fare 25 CZK (after the discount) + Adult 100 CZK (full fare) = 125 CZK (total price of ticket)
- **Remuneration:** Student (25 % of the amount of 100 CZK, i.e. tariff cashback remuneration) + Adult (10 % of the amount of 100 CZK, i.e. the remuneration for the travelled kilometres) = 35 bonus leo crowns

The amount of tariff cashback remuneration

Tariff	The amount of remuneration	Method of proving entitlement to remuneration
Children and youth 6 – 17 years old (incl.)	25%	Under the terms of the LE tariff
Pupils and students 18 – 25 years old (incl.)	25%	Under the terms of the LE tariff
Students and teachers (in Economy class only)	25%	ITIC, IYTC, ALIVE, Staff Card, ESNcard orange student card, ISIC, ISIC Scholar for the journeys that do not pass the Czech Republic or for the holders of these cards older than 26 years
Senior of 65 years old and older	25%	Under the terms of the LE tariff
ZTP and ZTP/P	25%	Under the terms of the LE tariff
ŽPZ and ŽPZ-S (in Economy class only)	25%	Valid ŽPZ or ŽPZ-S card
Assistance of ŽPZ-S (in Economy class only)	25%	ŽPZ-S card of the accompanied person

6. The rights and obligations of Leo Express and participants

- (1) LE is entitled to cancel a user account without any refund, if:
 - a) the participant requests it;
 - b) after 12 months since the last credited leo crowns, provided that there are only leo crowns received in another way than through purchase for funds;
 - c) after 36 months since the last leo crowns purchase, provided that there are leo crowns purchase for funds on the user account
 - d) the participant has breached the conditions of this Program and / or legislation;
 - e) if the user does not agree to the processing of personal data and the new terms and conditions of the Smile club by May 24, 2018, then the vouchers will be sent to the e-mail address provided in the user account for use of the services provided by the Leo Express Group in the amount corresponding to the balance of leo crowns purchased and bonus leo crowns.
- (2) Leo Express is entitled at any time to make any adjustments, modifications and other changes to the information system within which the user accounts are operated.
- (3) The participant may not interfere with the user's account and the technology of the Provider in any other way than the allowed method, in particular they must not abuse them or use them for another purpose than the intended purpose or act in a manner that might cause harm to anyone, respectively in any manner that infringes the rights of third parties or Leo Express.

7. Other arrangements

- (1) Leo Express is not responsible for services provided by third parties, eg. payment gateway services, services to connect to the internet etc. Leo Express is also not liable for damage if it is caused by force majeure or acts by the participant.
- (2) If a participant is a consumer who bought a voucher for Leo Express services remotely (ie. not physically at a merchant), he/she has the right to withdraw from the purchase voucher within 14 days of its conclusion and for any reason or even without giving a reason. However, the consumer cannot withdraw from the contract if during its course they have already used the service through the voucher (while it is sufficient that they even used just a part of a voucher, resp. or a portion of any bonus or other benefits).

- (3) In case of a dispute regarding Leo Express services, the consumer can contact the Czech Trade Inspection Authority for an out-of-court dispute settlement at <http://www.coi.cz/>.

8. Protection of personal data

- (1) During the course of the registration, the Program Participant grants a separate consent to the processing, collection and storage of personal data under the conditions specified on www.leoexpress.com in the Privacy section.

9. General provisions

- (1) All rights of the Program participants are non-transferable and cannot be subject to inheritance rights.
- (2) The purchase of a voucher does not result in a long-term obligation on the side of the participant to use Leo Express services.
- (3) The participant is always bound by the wording of these rules, which are effective at the time of the purchase of the voucher. The participant is required before every purchase of a voucher to become familiar with the current version of the rules, while by the implementation of the purchase of a voucher he/she expresses his/her consent with these rules.
- (4) The Leo Express company prepared the Program with a long-term outlook. However, this does not affect the right of Leo Express to unilaterally terminate the Program at any time, or unilaterally modify these rules to the appropriate extent (for example, remuneration for travelled tickets, remuneration for the purchase of leo crowns, the amount of additional remuneration, the length of validity and the possibility of applying leo crowns). Leo Express shall inform Program participants about the termination or any adjustments to the Program by a specific date through their website www.leoexpress.com. In case of disagreement, the participant may terminate the subscription of services.