



# **The Terms and Conditions of the Smile Club Loyalty Program**

effective from July 1<sup>st</sup>, 2022

## 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 credit** – acquired or by bonus earned voucher for a customer account that can be used to buy Leo Express services depending on type of leo credit stated in the Terms and Conditions of the Program. For customer accounts set up in a different currency other than Czech leo credits (zloty, euros) leo credits 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, recharge leo credits and check the status of the Smile Club account
- **Smile Club account** is part of the user account. It records individual transactions made by participants in the Program in leo credits (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 (not necessary for membership)
- **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 final 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
- **Cashback** – part of the money spent that is refunded in a form of bonus leo credits on customer's Smile Club account
- **Cashback from cashback** – bonus from cashback refunded in a form of bonus leo credits on customer's Smile Club account. It applies only to certain tariffs
- **Boarding station** – station where passengers enter the vehicle of the carrier, which is specified in the relevant travel document
- **Final 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 stated 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 1<sup>st</sup>, 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](http://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 in this Program.
- (6) It is not necessary to be logged in during the purchase to use the Smile club account and its advantages.

## **3. Smile Club account, purchase and the use of leo credits**

- (1) Participants choose the currency in which their Smile Club account will be kept during registration in the Program. They can choose between Czech crowns, Polish zlotys or euros.
- (2) The participant can transfer leo credits into a leo credit voucher valid for 1 year from the date of transfer. In order to transfer the leo credits, the customer must contact the Customer Care Department at [info@le.cz](mailto:info@le.cz). Only the Customer Care Department is authorised to transfer leo credits to a voucher.

### 3.1. Possibilities of obtaining leo credits

- (1) Leo credits can be bought in the user account at [www.leoexpress.com](http://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. For conversion into other currencies, at individual Leo Express ticket offices or Leo Express authorized dealers, the internal exchange rate will be applied. The currencies received by individual sales points are listed at [www.leoexpress.com](http://www.leoexpress.com).
- (2) The current carrier's internal rate for conversion from CZK to other currencies is available on the website <https://help.leoexpress.com> in "other" section.
- (3) 1 leo credit = 1 Czech crown (CZK)
- (4) By buying leo credits, 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.
- (5) Leo credits can also be obtained by cancelling tickets or compensation or reward from Leo Express (e.g. as a reward for travelled tickets or purchased catering under this program). In case the ticket was purchased via Smile Club account (by whichever payment method), the cancellation is possible only to leo credits. Leo credits cannot be returned to the bank account.
- (6) The contract of a voucher purchase according to par. 4 may be cancelled (and thus the provided performance returned) within 14 days of its conclusion for any reason or even without stating a reason. However, the consumer cannot withdraw from the contract if he/she has already used the service through the voucher during its course (while it is sufficient that they even used just a part of the voucher, resp. also just a part of any bonus or other benefits).

### 3.2. Types of leo credits

Name	Description	Cashback from cashback	Possibility to pay for catering
Standard leo credits	credit obtained by purchase	No	Yes
Bonus leo credits	credit obtained by cashback	No	Yes
Voucher of leo credits	credits charged to employees and business partners	No	No
Tariff cashback	Extra bonus of 25 % in a form of Tariff cashback	Yes	Yes

### 3.3. Payments with leo credits

- (1) Leo credits recorded in the Smile Club account can be used for payment in the reservation system, in the Leo Express mobile app, at authorized Leo Express dealers at Leo Express ticket offices and at stewards and drivers of Leo Express. 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. For conversion into other currencies at individual Leo Express ticket offices or Leo Express authorized dealers, the internal exchange rate will be applied. The currencies received by individual sales points are listed at [www.leoexpress.com](http://www.leoexpress.com).
- (2) To make a payment in leo credits the following is required:
  - a) submit a Smile card or state the Smile Club account e-mail address and enter the PIN code to the Smile Club account at Leo Express ticket offices, at authorized Leo Express dealers and at stewards or drivers of Leo Express;
  - 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) When paying for tickets, the leo credits that expire first, whether bonus or standard leo credits, will automatically be used first. The exceptions are orders in the tariffs Junior 6-17, Student 18-25 and Senior 65+ – when purchasing tickets with these tariffs, the tariff cashback will be used first. In case of full use of the tariff cashback, the rule that the leo credits with the earliest expiry date will be used still applies.
- (4) When paying for catering (only catering and ancillary goods can be purchased with leo credits on board trains and selected bus lines), standard leo credits are automatically used first, then bonus leo credits and lastly tariff cashback.

### 3.4. Validity of leo credits

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

## 4. Rewards for the spent money

- (1) Program participants gain advantages for the purchased tickets, for the purchased catering and for the purchase of leo credits.
- (2) The amount of the reward is calculated as a percentage of spent money (i.e. after claiming all discounts, bonuses and other benefits), and is graded according to the category awarded. A category is awarded according to the amount spent for the past 365 days, the amount obtained by cashback is not included.
- (3) Within each individual achieved category, the participant will receive the reward in the specified amount calculated from the real amount spent within this category.
- (4) The payment, which exceeded the border of a category (i.e. for a spending, during which the threshold of category was crossed), shall be counted towards the lower category for the purposes of calculating the reward from spent money. Only after the payment is made, the customer belongs to the higher category.

#### **Illustrative example:**

*The customer has spent an amount of 2 000 CZK (he/she is in Bronze 5 % category). He/she purchases another ticket for 3 000 CZK. If we add up both amounts, we get 5 000 CZK (which can be understood as belonging to the category Silver 7,5 %). However, the payment of 3 000 CZK is still included in the original Bronze 5% category. After paying 3 000 CZK, the amounts spent will be added to 5 000 CZK and the participant will receive a 7.5% discount from the next payment.*

Category	Border of spent money for the past 365 days	The amount of remuneration (cashback)
Orange	0 - 999 CZK	2,5 %
Bronze	1 000 - 2 999 CZK	5 %
Silver	3 000 - 9 999 CZK	7,5 %
Gold	10 000 CZK and more	10 %

**Illustrative example:**

*In accordance with the Program, the participant spent a total amount of 3000 CZK, in 10 trips, for each trip he paid 300 CZK. According to the spent money he thus reached the category of "Orange", "Bronze" and "Silver". The individual paths and the resulting bonuses are therefore:*

1. trip: 300 CZK – 300 CZK in total (category: Orange, bonus: 2,5 %)
  2. trip: 300 CZK – 600 CZK in total (category: Orange, bonus: 2,5 %)
  3. trip: 300 CZK - 900 CZK in total (category: Orange, bonus: 2,5 %)
  4. trip: 300 CZK – total 1200 CZK (category: Bronze – crossing the border, bonus: 5 % of the amount of CZK 300, 4th trip) - from the 4th trip onwards, unless there is a change in category, the participant will receive a 5% bonus from the actually paid amount
  5. trip: 300 CZK – total 1500 CZK (category: Bronze – crossing the border, bonus: 5 % of the amount of 300 CZK - 5th trip)
  6. trip: 300 CZK – total 1800 CZK (category: Bronze – crossing the border, bonus: 5 % of the amount of 300 CZK – 6th trip)
  7. trip: 300 CZK – total 2100 CZK (category: Bronze – crossing the border, bonus: 5 % of the amount of 300 CZK - 7th trip)
  8. trip: 300 CZK – total 2400 CZK (category: Bronze – crossing the border, bonus: 5 % of the amount of 300 CZK - 8th trip)
  9. trip: 300 CZK – total 2700 CZK (category: Bronze – crossing the border, bonus: 5 % of the amount of 300 CZK - 9th trip)
  10. trip: 300 CZK – total 3000 CZK (category: Silver – crossed boundary, bonus: 7,5 % of the amount of CZK 300, 10th trip) - **from the 10th trip onwards, unless there is a change in category, the participant will receive a 7,5% bonus from the actually spent amount.**
- (5) 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 "recharging leo credits" or it will be shared with the participants in the Program at the Leo Express ticket offices or authorized dealers.
- (6) In case that one Smile Club member purchases a group ticket for more people, all the benefits will be credited to the person who has purchased the ticket.
- (7) The reward for purchased tickets and catering shall be credited to the Smile Club account in the form of discounts on future purchases of Leo Express services.
- (8) The reward for the purchased ticket and catering is attributed to the Smile Club account that it was purchased from, within 24 hours of the scheduled arrival to the departing station.

**Illustrative example:**

*A new customer recharges leo credits of 10 000 CZK. He/she is immediately placed into Gold 10 % category (because he/she has already spent the amount). Then, the customer purchases a ticket of 200 CZK. When buying a ticket, he/she will receive a reward of 20 CZK. After using the ticket, he/she will be credited with a cashback of this amount and will thus have 10 000-200 + 20 = 9 820 CZK in his/her account.*

- (9) In case the customer does not recharge leo credits but pays for the ticket via online payment card (or other payment method), the spent amount will be added immediately to the sum for the threshold of spent money. After using the ticket, customer will obtain cashback.

**Illustrative example:**

A new customer purchases a ticket of 2 000 CZK with a planned date of departure in a few months. Consequently, he/she immediately belongs to the Bronze (5 %) category (he/she does not obtain cashback yet, but after the ticket is used). Then he/she purchases and uses a ticket of 3 000 CZK for which the customer obtained cashback of 5 %, i.e. 150 CZK. Then he/she cancels the first ticket for 2 000 CZK. There is a situation when customer got a higher cashback than he/she was supposed to obtain (he/she got a cashback of 5 %, but after the cancellation, the customer belongs to Orange category). Customer who purchased a ticket via his/her Smile Club account can cancel this ticket into leo credits only. Thus he/she stays in the higher category because the spent finances are kept in his/her Smile Club account.

(10) Passenger is entitled to a bonus (cashback) from the amount actually spent.

**Illustrative example:**

Customer in Bronze (5 %) category has 100 CZK on his/her account (the whole amount is in bonus leo credit). Customer wants to purchase a ticket of 200 CZK a chooses the combined payment method – the amount of 100 CZK will be deducted from his/her bonus leo credit and the amount of 100 CZK will be paid by chosen payment method and the customer will obtain a cashback of 5 %, i.e. the customer will not obtain a cashback 5 CZK from bonus leo credit.

(11) No reward or spent amount 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; 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);
- c) 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 reward 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 reward will be credited to the customer's customer account back in bonus leo credits after the journey as a tariff cashback.
- (3) It is not possible to combine the reward for the travelled ticket and the tariff cashback, only the highest reward for a Smile Club participant will always apply.
- (4) If the order was partially paid for by tariff cashback and bonus leo credits, the condition applies that the cashback will not be returned from these bonus leo credits.
- (5) Tariff cashback is applied to the payment of an order in preference to bonus and standard leo credits, regardless of its expiry date, if at least one of the tickets in the order is in one of the tariffs Junior 6-17, Student 18-25 or Senior 65+. Valid for ticket purchases only.
- (6) The tariff cashback reward does not apply to all connections of the carrier Leo Express Tenders s.r.o., ID No.: 24848131, with registered office at Řehořova 908/4, 130 00 Prague 3 - Žižkov, Czech Republic.

**Illustrative example:**

The order of the Gold category, 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 reward) + Adult (10 % of the amount of 100 CZK, i.e. the reward for the spent money) = 35 bonus leo credits

## The amount of tariff cashback reward

Tariff	The amount of reward	Method of proving entitlement to reward
<b>Juniors</b> 6 – 17 years old (incl.) (only in Economy Class)	25%	Under the terms of the LE tariff
<b>Students</b> 18 – 25 years old (incl.) (only in Economy Class)	25%	Under the terms of the LE tariff
<b>Students and teachers</b> (in Economy class only)	25%	ITIC, IYTC, ALIVE, Staff Card, ESNcard, EYCA, 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
<b>Senior</b> of 65 years old and older (only in Economy Class)	25%	Under the terms of the LE tariff
<b>Holder of a third degree disability certificate</b> (in Economy class only)	25 %	Under the terms of the LE tariff
<b>ZTP and ZTP/P</b> (in Economy class only)	25%	Under the terms of the LE tariff
<b>ŘZP and ŘZP-S</b> (in Economy class only)	25%	Valid ŘZP or ŘZP-S card
<b>Assistance of ŘZP-S</b> (in Economy class only)	25%	ŘZP-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 bonus leo credits, provided that there are only leo credits received in another way than through purchase for funds;
  - c) after 36 months since the last leo credits purchase, provided that there are leo credits purchased for funds on the user account;
  - d) the participant has breached the conditions of this Program and / or legislation;
- (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, e.g. 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 (i.e. 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.



- (3) 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).
- (4) 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.adr.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](http://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 credits, the amount of additional remuneration, the length of validity and the possibility of applying leo credits). 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](http://www.leoexpress.com). In case of disagreement, the participant may terminate the subscription of services.