
EXTRACT FROM THE JOINT CONTROLLERS' AGREEMENT
pursuant to Art. 26 of the Regulation (EU) 2016/679

BETWEEN
ALITALIA - SOCIETA' AEREA ITALIANA S.P.A. IN E.A.
AND
ALITALIA LOYALTY S.P.A.

Extract from the Joint Controllers' Agreement pursuant to Art. 26 of the Regulation (EU) 2016/679

Whereas:

- A. On 25 May, 2018 the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, concerning the protection of individuals with regard to the processing of personal data and concerning the free movement of such data (the “**GDPR**”), became fully applicable;
- B. Article 26 of the GDPR provides that when two or more controllers jointly determine the purposes and means of processing, they shall be joint controllers;
- C. Alitalia - Società Aerea Italiana S.p.A. in E.A., (hereinafter “**Alitalia**”) and Alitalia Loyalty S.p.A. (hereinafter “**Loyalty**”) have determined in a transparent manner, through an internal agreement, their respective responsibilities for the fulfilment of their obligations under the GDPR (hereinafter “**Joint Controllers' Agreement**”) and are therefore joint controllers.
- D. This extract from the Joint Controllers' Agreement (hereinafter “**Extract**”) is made available to all data subjects by Alitalia and Loyalty.

JOINT CONTROLLERS' AGREEMENT

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This joint controllers' agreement (hereinafter "**Agreement**") is entered into [omissis]

Between

- 1) **Alitalia - Società Aerea Italiana S.p.A. in E.A.**, (hereinafter "**Alitalia**"), with registered office in Via A. Nasseti s.n.c., Pal. Alfa, 00054 Fiumicino (RM), fully paid up share capital amounting to € 103,105,126.99, tax ID code and VAT number 13029381004, REA of Rome no. 1418603 [omissis],

on the one hand

and

- 2) **Alitalia Loyalty S.p.A.** (hereinafter "**Loyalty**"), with registered office in Piazza Almerico da Schio no. 3, Pal. Bravo, 00054 Fiumicino (RM), fully paid up share capital amounting to € 500,000.00, tax ID code and VAT number 12231871000, REA of Roma no. 1359262, [omissis],

on the other hand

(Alitalia and Loyalty, hereinafter referred to jointly as the "**Parties**" and individually, as a "**Party**")

Whereas

- A. The MilleMiglia Program ("**Program**") is a loyalty program, which aims to enhance the loyalty of customers through, among other options, the granting of standard award tickets, service class upgrades or additional Alitalia services. The Program is governed by its own regulations ("**Regulations**"), currently in force and available at the following address https://www.alitalia.com/en_en/millemiglia/theprogram/rules.html. [omissis]
- B. [omissis];
- C. [omissis];
- D. [omissis];
- E. [omissis];
- F. [omissis];
- G. [omissis];
- H. [omissis];
- I. the Promoters jointly determine the purposes and means of the processing of personal data of those registered with the Program: they are, therefore, to be qualified as joint controllers of such personal data (hereinafter "**Joint Controllers**");
- J. it is the intention of the Parties, in their capacity as Joint Controllers, to jointly determine, by means of this Agreement, the purposes and means of the processing of personal data of those registered with the Program (hereinafter "**Data Subjects**"), the exercising of rights by Data Subjects, their respective information provision functions as referred to in Articles 13 and 14 of the GDPR as well as, in general, their respective responsibilities for the fulfilment of obligations under the GDPR.

In light of the above

The Parties by common accord agree as follows:

1. RECITALS, ANNEXES, AND DEFINITIONS

1.1. Recitals and Annexes

[omissis]

1.2. Definitions

"Agreement"

means this Joint Controllers' Agreement

"Alitalia"

means Alitalia – Società Aerea Italiana S.p.A. in E.A.

[omissis]

[omissis]

"Joint Controllers"

means, jointly, Alitalia and Loyalty, pursuant to Art. 26 of the

	GDPR, with respect to the data of members registered with the Program.
“Execution Date”	means the date on which the execution of this Agreement will occur.
“MilleMiglia Database”	means the archive containing the personal data of the members of the MilleMiglia Program with their related consents.
“Personal Data”	means, without limitation, any information relating to an identified or identifiable natural person, that is processed by the Joint Controllers in connection with the Program, interpreted in accordance with the definition in the Legislation relating to Personal Data Protection, that may from time to time be applicable.
[omissis]	[omissis]
“DPO”	means the <i>Data Protection Officer</i> , pursuant to Article 37 of the GDPR.
“GDPR”	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, concerning the protection of individuals with regard to the processing of personal data and concerning the free movement of such data;
“Law”	means any national or foreign (including, without limitation, any EU) law, decree, regulation, directive, order or decision of any Authority.
“Legislation on the Protection of Personal Data”	means the GDPR and any rules and/or implementing regulations or those issued pursuant to the same or that are valid due to the regulations prior to the GDPR and that are still applied in accordance with the principle of consistency, as well as any binding measure which is issued by the competent supervisory authorities on the subject (e.g. The Italian Data Protection Authority).
“Loyalty”	means Alitalia Loyalty S.p.A.
“Party” or “Parties”	means Alitalia and Loyalty individually or jointly.
“Program”	means the MilleMiglia Program, referred to in Recital A.
“Promoters”	means jointly Alitalia and Loyalty, referred to in Recital I.
“Regulations”	means the email boxes indicated in Article 4.3
[omissis]	means the regulations of the Program, referred to in Recital A.
[omissis]	[omissis]
“Joint-Controller Processing”	means the processing performed by Alitalia and Loyalty, pursuant to Article 2.3
1.3. [omissis]	

2. JOINTLY-CONTROLLED PROCESSING

Alitalia and Loyalty declare that they are Joint Controllers of the personal data processed with regard to the management, maintenance and development of the MilleMiglia Program. Each Joint Controller declares and mutually acknowledge that they have equal rights over the personal data and information contained in the MilleMiglia Database. [omissis]

2.1. [omissis]

2.2. [omissis]

2.3. Activities under a Joint-Controller System

The Parties agree that the following processing activities regarding members of the Program will be performed under a joint-controller system (“**Jointly-Controlled Processing**”)

- a) collection of data of members registered with the Program;
- b) preparation and publication of the Privacy Policy for the Program;
- c) collection and management of the specific consents for marketing and profiling, including any decisions regarding campaigns for updating consent;
- d) management of requests from Data Subjects, according to the procedures and terms in Article 4 below of the Agreement;
- e) management of the Call Centers providing support to Program members;
- f) conduct of Data Protection Impact Assessments (DPIA), where necessary;
- g) assessment and definition of the support documentation, for the use of the “legitimate interest”, where necessary;
- h) the application of privacy standards by design and by default for the development or for the evolution of applications and services supporting the Jointly-Controlled Processing.

As regards Jointly-Controlled Processing, Alitalia and Loyalty will act jointly and will be jointly and severally responsible for the compliance of such processing according to the dictates of the GDPR.

3. PRIVACY POLICY FOR DATA SUBJECTS

3.1. The Joint Controllers mutually acknowledge the need to determine their respective functions for the provision of information referred to in Articles 13 and 14 of the GDPR.

All information that must be supplied to data subjects in relation to personal data processing associated with the Program shall be provided through the following channels:

- Alitalia website https://www.alitalia.com/en_en/special-pages/subscribe_mm_program/privacy-policy.html on the page dedicated to members of the MilleMiglia Program (hereinafter “Privacy Policy”);
- Call center, by calling the following telephone numbers: 892010 39 06 65649

3.2. [omissis]

3.3. [omissis]

3.4. [omissis]

4. EXERCISING OF RIGHTS BY DATA SUBJECTS AND POINTS OF CONTACT

4.1. [omissis]

4.2. [omissis]

4.3. Regardless of the provisions in this Agreement, given that a Data Subject, pursuant to Art. 26 of the GDPR, can exercise their rights with respect to and against each controller, the Parties agree that the Privacy Policy, referred to in section 3 above, will specify that Data Subjects may exercise their rights by sending their requests to the following email address:

[- dpo.alitalialoyalty@alitalia.com.](mailto:dpo.alitalialoyalty@alitalia.com)

4.4. The Parties also agree that a new email box will be created (e.g. profilomillemiglia@alitalia.com) which will be dedicated to receiving requests for updates to and/or management of MilleMiglia profiles submitted by members of the Program. At the same time, Alitalia will definitively close the email box: privacy@alitalia.com, by synchronising the same with the new aforesaid email box.

4.5. The Joint Controllers undertake, in any case, to promptly cooperate with each other in order to resolve and coordinate all activities relating to the correct individuation and management of requests of Data Subjects.

5. [omissis]

6. ROLES AND RELATIONSHIPS BETWEEN THE JOINT CONTROLLERS

The Parties mutually acknowledge that this Agreement adequately reflects their respective roles and relationships with the members of the Program.

7. ROLE OF THE PARTIES AS CONTROLLERS AND APPOINTMENT OF THE DATA PROCESSOR

7.1. In relation to all the personal data processing activities not associated with the members of the Program, each Party shall retain their full respective role as controllers, and decide the purposes

and means of processing in absolute autonomy.

7.2. Therefore, each Party undertakes here and now to fulfil all their obligations specified in the GDPR in a precise manner.

8. COOPERATION AND TRANSPARENCY WITH RESPECT TO DATA SUBJECTS

This Agreement, as regards its essential content, is made available to the Data Subjects, in compliance with the requirement of Art. 26 of the GDPR, also by means of publishing an extract on the web site: www.alitalia.com.

9. TERM

This Agreement shall be valid from the Execution Date and for as long as the status of joint controllers exists between the Parties.

10. APPLICABLE LAW AND ARBITRATION

10.1. This Agreement is governed by Italian Law. [omissis]

11. GENERAL PROVISIONS

[omissis]