

Conditions of Use for Eurail and Interrail Passes

Version 13

Updates effective from 1 July 2025:

- General rewriting and restructuring of the Conditions of Use.
- Reduced the time from which you must be online with your Rail Planner app from 72 hours to 24 hours.



Contents

1.	Definitions	3
2.	These Conditions of Use	4
3.	Basis for carriage	4
4.	The Pass	6
5.	Eurail or Interrail?	10
6.	Age categories	11
7.	The Rail Planner app	13
8.	Seat reservations, supplements and surcharges	15
9.	Using your mobile Pass	16
10.	Using your paper Pass	18
11.	Overnight journeys	20
12.	Inspection, fines, blocking and confiscation	20
13.	Delay compensation policy	23
14.	Persons with reduced mobility	24
15.	Luggage, bicycles and animals	24
16.	Pass benefits	25
17.	Refund policy	25
18.	Privacy and personal data	27
19.	Disclaimers and liability	27
20.	Miscellaneous conditions	29



1. DEFINITIONS

1.1. Definitions

- 1.1.1. In these Conditions of Use, the following terms have the meaning given to them by this clause 1.1.1., both in singular and plural form:
 - **Eurail**, we, us, our, ourselves: Eurail B.V., registered with the Netherlands Chamber of Commerce under number 3026952 and with a registered office at Jaarbeursboulevard 286, 3511 SB, Utrecht, the Netherlands.
 - You, your, yourself: Any natural person who is a Pass Holder.
 - Conditions of Use: All of the conditions set out in this document.
 - Contract of Carriage: Has the meaning set out in clause 3.2.1.
 - Customer Service: Our customer service team who can be contacted <u>via</u>
 <u>this link</u>.
 - **Eurail Pass**: A Pass which may only be used if your Country of Residence is one of the countries referred to in clause 5.1.2.
 - Interrail Pass: A Pass which may only be used by you if your Country of Residence is one of the countries listed in clause 5.1.1.
 - **Journey**: A train, bus or ferry journey from A to B. The journey may consist of one or more legs and one or multiple Contracts of Carriage.
 - **mobile Pass**: Has the meaning set out in clause 4.8.1.
 - paper Pass: Has the meaning set out in clause 4.8.2.
 - **Pass**: A travel Pass which, subject to the conclusion of a Contract of Carriage, enables the Pass Holder to use the passenger transport services operated by the respective Participating Companies.
 - **Participating Company**: A company providing passenger transport services which can be used, subject to the conclusion of a Contract of Carriage, by a Pass Holder using their Pass.
 - **Pass Holder**: A natural person who is nominated to use and is in possession of a Pass.
 - **Rail Planner app**: The mobile application that we have developed for use with the Pass. Available via the Apple App Store and the Google Play Store.
 - Seat Reservation: Has the meaning set out in clause 8.1.1.



- **Ticket Inspector**: A staff member, officer or representative of a Participating Company who is authorised to inspect your Pass and take appropriate enforcement action, if required.
- Travel Day: Has the meaning set out in clause 4.10.
- **Trip**: Your overall trip from the start date of the Validity Period to the end date.
- Validity Period: Has the meaning set out in clause 4.9.
- Website: The interrail.eu or eurail.com websites or any sub-domain.

2. THESE CONDITIONS OF USE

2.1. What do the Pass Conditions of Use apply to?

- 2.1.1. These Conditions of Use:
 - apply to all Passes whether they are purchased or obtained via our Website or through any other distribution channel; and
 - govern how you must use your Pass in order for it to be valid when you travel.
- 2.1.2. If you do not use your Pass in compliance with these Conditions of Use, you may be subject to the enforcement actions set out in clause 12.

2.2. Changes to the Conditions of Use

- 2.2.1. From time-to-time, we may change these Conditions of Use. Any change will be effective from the time they are published on our Website. Previous versions are available upon request via our Customer Service team.
- 2.2.2. The conditions that apply to you are the conditions which were published on our Website at the time your Pass was purchased or obtained, unless the conditions published afterwards are more favourable to you.

3. BASIS FOR CARRIAGE

3.1. Legal Relationship

3.1.1. We manage the Pass products and act on behalf of and as an intermediary between you and the Participating Companies.



3.1.2. We are not a railway undertaking and do not transport you ourselves nor do we have any control or influence over the operations of each of the Participating Companies.

3.2. Requirement for and entry into of the Contract of Carriage

- 3.2.1. A Contract of Carriage is a contract between you and the Participating Company (as represented by us) operating the service concerned for a Participating Company to take you and your luggage from the place of departure to the place of destination.
- 3.2.2. The possession of a Pass alone does not constitute a valid Contract of Carriage. In order for a Contract of Carriage to come into force and be deemed a valid travel document, the rules and procedures defined in clauses 9 and 10 should be followed.

3.3. The Contract of Carriage documents

- 3.3.1. A Contract of Carriage consists of these documents:
 - a) the Pass (Rail Pass Ticket) in mobile or paper form
 - b) a mandatory reservation (Reservation Ticket) for seat or night train
 - c) the General Conditions of Carriage for Rail Passengers (GCC-CIV/PRR)¹
 - d) these Conditions of Use
 - e) the carrier(s) Special Conditions of Carriage
- 3.3.2. These Conditions of Use represent the Pass-specific rules and conditions which are additional to or derogating from the respective rules and regulations applicable to or made compulsory by the Participating Companies.
- 3.3.3. To the extent of a conflict between these Conditions of Use and any of the other documents consisting of the Contract of Carriage cited above, the former takes precedence over the latter. To the extent of any inconsistency within any of the Contract of Carriage documents, the condition more favourable to you applies. Any applicable national and/or international law will take precedence over all Contract of Carriage documents.

¹The General Conditions of Carriage for Rail Passengers (GCC-CIV/PRR) are available at the website of the International Rail Transport Committee (CIT) through the following <u>link</u>



3.4. One Contract of Carriage or Multiple Contracts of Carriage?

- 3.4.1. Within the meaning of the Rail Pass, journeys or segments of journeys consisting exclusively of several successive railway services that do not require mandatory reservations constitute a single contract of carriage or through-ticket.
- 3.4.2. If a segment of the customer journey requires mandatory reservation or if several mandatory reservations are booked in a single commercial transaction via Eurail's Reservation Self-Service Portal, then there are different contracts of carriage in place. And those contracts are not considered through-tickets within the meaning of Regulation (EU) No 2021/782 on rail passenger's rights and obligations. Exception to this rule is when successive railway services are operated by a sole railway undertaking, in which cases a through-ticket is present.

4. THE PASS

4.1. General description

- 4.1.1. Your Pass is designed to enable you to travel using the passenger transport services operated by the Participating Companies during the Validity Period of your Pass, subject always to a valid Contract of Carriage being in place. Depending on which Pass you will be travelling with, you may be able to travel throughout the entire Pass Network or within a select country or region.
- 4.1.2. The Pass comes in several variations based on whether they are Eurail or Interrail branded (see clause 5), a Global Pass, One Country Pass or Other Dedicated Pass, Flexi or Continuous, age categories (see clause 6), class of travel and in mobile or paper format. Each of these variations are described below.

4.2. The Pass Network

- 4.2.1. The Pass Network consists of 33 countries. You can find all countries and the Participating Companies whose services you may use by accessing one of the following:
 - The Rail Planner app \rightarrow the More section \rightarrow Rail Network Guides (the most up-to-date and complete list).
 - Our Participating Companies covered by the Pass webpages for <u>Eurail</u> and <u>Interrail</u>.
 - Appendix 1 to these Conditions of Use (a non-exhaustive list only).



4.2.2. Where you can travel within the Pass Network using your Pass depends on whether you have a Global Pass, One Country Pass or a Dedicated Pass (see below). If you take a Journey which is not completely covered by your Pass, you must pay the normal fare for the missing section of the Journey to the operator directly or through any other appropriate distribution channel.

4.3. Global Passes

- 4.3.1. A Global Pass may be used in all countries and on all services within the Pass Network.
- 4.3.2. <u>Restriction on using an Interrail Global Pass in your Country of Residence.</u> You may only use your Interrail Global Pass for two specific journeys in your Country of Residence: your outbound journey and your inbound journey.
 - Your outbound journey can be used to travel from any location in your Country of Residence to the border, an airport or other port.
 - Your inbound journey can be used to travel from the border, an airport or other port back to any location in your Country of Residence.

During your outbound and inbound journeys, you may travel with one or more trains, so long as all journeys within your Country of Residence are within the same Travel Day. The overnight travel rule set out in clause 11 also applies.

- 4.3.3. The outbound and inbound journeys are not additional Travel Days. Instead, the outbound and inbound journeys may only be taken using the available Travel Days of your Pass.
- 4.3.4. Except for your outbound and inbound Journeys, you may not use your Pass to travel within your Country of Residence.
- 4.3.5. Why is there a restriction on travelling within your Country of Residence? The specific convenient price of your Pass assumes that you are traveling outside of your Country of Residence to experience Europe. Therefore, the Pass cannot be used extensively in your Country of Residence since the pricing for such usage, in some countries, would be higher. If Passes are found to be extensively used within the Country of Residence of Pass Holders, the Participating Companies would decide to increase to the price of the Pass globally which would be unfair towards travellers who really want to experience Europe. As a result, and with a view to maintaining the lowest price that can be offered to everyone, your ability to use your Pass within your Country of Residence is limited to the restriction set out in these Conditions of Use.



4.3.6. <u>Outbound/inbound pilots.</u> From time-to-time and at our sole discretion, we may conduct pilots which extend the number of journeys allowed in your Country of Residence. Any activation or removal of any pilot does not give you any rights in addition to your rights already set out in these Conditions of Use.

4.4. One Country Passes

- 4.4.1. A One Country Pass may only be used within the country or region to which the Pass relates. Travelling to and from the country or region of your One Country Pass is not included. In limited cases, however, you may be able to use your One Country Pass to cross the border. Check the Rail Network Guide in the Rail Planner app for more information.
- 4.4.2. A One Country Pass cannot be used within your Country of Residence, except for the following:
 - You may use a Greek Islands Pass even if you hold a Greek passport, identity card or residence permit.
 - You may use a Benelux Pass if you are a resident of Belgium, the Netherlands or Luxemburg, except for travel within your Country of Residence.

See clause 4.3.5. for additional details regarding this restriction.

4.5. Other Dedicated Passes

4.5.1. From time-to-time, specific programs will issue Passes which are not a Global Pass or a One Country Pass. Those Passes will typically have dedicated conditions on when, where and how they can be used. Those dedicated conditions apply to the extent of any inconsistency with these Conditions of Use.

4.6. Flexi and Continuous Passes

- 4.6.1. A Flexi Pass has a set number of Travel Days which may be used within an overall Validity Period.
- 4.6.2. For Continuous Passes, every day in the Validity Period is a Travel Day.
- 4.6.3. In both cases, use of Travel Days is subject to clause 4.10.

4.7. Class of travel

4.7.1. If you are a 1st class Pass Holder, you may use your Pass in either 1st or 2nd class of travel. If you are a 2nd class Pass Holder, you may only use your Pass in 2nd class.



4.7.2. 1st class Pass Holders are not entitled to or eligible for any refund if they are compelled to travel in 2nd class for any reason or if the service concerned does not have 1st class facilities.

4.8. Mobile Passes and paper Passes

- 4.8.1. The mobile Pass is the digital version of the Pass. It may only be redeemed, used and displayed through the Rail Planner app.
- 4.8.2. The paper Pass is the physical version of the Pass. It consists of a Rail Pass and a Pass Cover, which also contains your Travel Diary/My Trip page. The Rail Pass and Pass Cover must always be presented together. Neither are valid on their own.

4.9. The Validity Period

- 4.9.1. The length of the Validity Period depends on which Pass you are travelling with. Check your order confirmation email for more details.
- 4.9.2. The Validity Period commences at 00:00 on your selected start date and will end at 23:59:59 on the final date of the Validity Period, based on local time.
- 4.9.3. Once the Validity Period has commenced, your Pass is considered used.
- 4.9.4. Generally, you may select any date to be the start date of the Validity Period, so long as that date is within 11 months of the date of purchase or issue of your Pass. If the sales, promotional or issue conditions provide for a different period than 11 months and/or restrict when the Validity Period may be, those sales, promotional or issue conditions prevail.

4.10. Travel Days

- 4.10.1. A Travel Day starts at 00:00 and finishes at 23:59:59 on that same calendar day, based on local time. On each Travel Day, you may start travelling from 00:00 and must end your Journey for that day by 23:59:59. You may continue to travel, however, past 23:59:59 if the overnight travel rule applies (see clause 11.1.1.).
- 4.10.2. You may only use your Travel Days during the Validity Period. If a sales or issue condition restricts the time during which the Validity Period can be, Travel Days may only be used during the part of the Validity Period which falls within that restricted period.
- 4.10.3. If you are travelling through multiple time-zones, the local time-zone you are in at the time applies.



4.11. Capacity limits and seat availability

4.11.1. The boarding of all services within the Pass Network is subject to availability and capacity limits. Your Pass also does not guarantee you a seat, unless you have booked a Seat Reservation in advance.

4.12. Non-transferability

4.12.1. Your Pass is strictly personal and non-transferable.

5. EURAIL OR INTERRAIL?

5.1. Do you need a Eurail or an Interrail Pass?

- 5.1.1. If your Country of Residence is one of the following countries, you must travel with an Interrail Pass:
 - one of the countries of the European Union; or
 - Albania, Andorra, Belarus, Bosnia-Herzegovina, Faroe Islands, Gibraltar, Iceland, Kosovo, Liechtenstein, Moldova, Monaco, Montenegro, North Macedonia, Norway, Russian Federation, San Marino, Serbia, Switzerland, Turkey, Ukraine, United Kingdom and Vatican City.
- 5.1.2. If your Country of Residence is not one of the countries listed directly above in clause 5.1.1., you must travel with a Eurail Pass.
- 5.1.3. If you must travel with an Interrail Pass, there are restrictions on using your Pass within your Country of Residence. See clauses 4.3. and 4.4. for more details.

5.2. Determining your Country of Residence

- 5.2.1. Your Country of Residence is the country in which you have your place of residence on the first day of the Validity Period of your Pass.
- 5.2.2. Your Country of Residence must be nominated at the time when your Pass is ordered.
- 5.2.3. If your Country of Residence is the same country of your passport or legal equivalent, you may prove your Country of Residence by presenting your valid passport or legal equivalent.



- 5.2.4. If the country in which your place of residence is different to the country of your valid passport or legal equivalent, subject to a) and b) directly below, the country where your place of residence is takes priority and should be nominated as your Country of Residence:
 - a) You must be able to prove your residency by means of official residence documents issued by the government, through official government documents or official governmental online sources. These documents vary from country to country.
 - Your residency document(s) must clearly prove that you are registered to live in the country where you effectively live on the first date of the selected Validity Period.
 - Non-location based e-residency documents are not accepted as valid proof of where your place of residence is as they do not reflect your actual physical place of residence. Accordingly, they cannot be used for the purposes of proving your Country of Residence.
 - b) If you do not hold any of the means of proof indicated in a) directly above, your Country of Residence must be the country of your valid passport or legal equivalent.
- 5.2.5. We may, at any time, ask you to provide additional proof of your effective place of residence. If you are unable to, do not or refuse to provide additional proof of where you live, we may, at our discretion, determine that your effective place of living is different to your nominated Country of Residence. If we determine that your effective place of residence is different to your nominated Country of Residence, we may block you from further use of your Pass and/or purchasing any Eurail and Interrail Pass in the future.

6. AGE CATEGORIES

6.1. The age categories

- 6.1.1. There are generally four age categories for each Pass:
 - Youth for travellers aged 12 to 27 years.
 - Adult 28 to 59 years, but available to be used by any traveller of any age.
 - Child 0 to 11 years (see below for additional conditions).
 - Senior 60 years and older. *



* There is no Senior category for the German Rail Pass. Instead, all persons aged 28 years and older must use an Adult category German Rail Pass.

- 6.1.2. Your age must fit within the age category of your Pass on the start date of your Validity Period, unless an exception applies. If your age changes from one age category to another during the Validity Period, you may continue to use your Pass for the remainder of the Validity Period.
- 6.1.3. You may only prove your age by presenting your valid passport or legal equivalent.

6.2. Extra conditions for Child Passes

- 6.2.1. Children aged 0 to 3 do not require a Pass to travel unless they are to travel in their own seat or bed. In that case, the child must travel with either a Child Pass or, if 6.2.4. applies, a Youth Pass. Children aged 4 to 11 must travel with either a Child Pass or, if 6.2.4. applies, a Youth Pass.
 - The age requirement set out in clause 6.1.2. applies to Child Passes.
- 6.2.2. A Child Pass may be obtained free of charge, subject to any additional conditions of the point of sale.
- 6.2.3. Each Child Pass must be issued as the same type of Pass as the corresponding Adult Pass based on the class of travel and validity (i.e., number of Travel Days, Validity Period and geographical validity).
- 6.2.4. The Pass Holder of a Child Pass must be accompanied by another person who is travelling with an Adult Pass. Only up to two (2) Child Passes, however, may accompany each Adult Pass when travelling. If you would like to travel with more than two children simultaneously, a Youth Pass for each additional child that you wish to travel with may be purchased and used.
 - A Child Pass cannot be used in combination with a Youth Pass or a Senior Pass.
- 6.2.5. If the Adult Pass to which the Child Pass was ordered in combination with is refunded or returned, that Child Pass must not be used to travel.



6.3. Extra travel conditions for Minors (0 – 17)

- 6.3.1. Many countries have specific requirements for minors travelling alone, including, but not limited to, the minor needing their own passport and/or visa, and additional documentation like parental consent forms or letters of authorisation. The Participating Companies may also have their own requirements or age restrictions in place.
- 6.3.2. If you are traveling with a minor, or are a minor yourself, it is your sole responsibility to check the specific entry and exit requirements for minors for both the country you are departing from and the country you are arriving in or travelling through. You must also check the policies of the relevant Participating Companies. If you do not comply with these requirements, you may be denied entry or exit or face other possible legal issues or delays.

7. THE RAIL PLANNER APP

7.1. Device and software requirements

- 7.1.1. In order to use your mobile Pass and Rail Planner app, you must have a mobile device that has internet access and is compatible with the specifications referred to in 7.1.2. You are responsible for ensuring that your device meets the minimum requirements. Eurail does not guarantee compatibility with devices that do not meet these requirements.
- 7.1.2. Mobile devices with iOS and Android software with the following specifications support the Mobile Pass and Rail Planner app:
 - Apple devices with iOS 16.0 and later.
 - Android devices with Android 6.0 and later, and Google Play services must be installed and enabled.

7.2. Tablet devices and laptop computers

7.2.1. The Rail Planner app is not designed to support tablet devices or laptop computers. Any attempt to use your mobile Pass on an unsupported device may result in the Rail Planner app not being able to display the mobile Pass correctly (or at all). For that reason, we do not guarantee that the Rail Planner app will function on tablet devices or laptop computers. If you do use the Rail Planner app on a tablet device and/or laptop computer, you do so at your own risk and we will not assume responsibility or liability for costs resulting from the same.



7.3. How many devices can a Pass be connected to?

7.3.1. Your Pass can only be linked to one mobile device at a time. In case of loss, theft or technical issues, you can move the Pass to a new mobile device.

7.4. Multiple Passes on one mobile device

7.4.1. Up to 20 mobile Passes may be connected to the same Rail Planner app at the same time, provided that each Pass is connected to its own Trip.

7.5. Local time

7.5.1. All departure and arrival times found in the Rail Planner app are based on local time.

7.6. Time and date settings of your mobile device

- 7.6.1. Your mobile device must be set to the local time zone you are traveling in when using the Rail Planner app.
- 7.6.2. The calendar settings of your mobile device must be set to the Gregorian calendar when using the Rail Planner app.

7.7. Service notifications

- 7.7.1. We strongly recommend that you turn on service notifications for the Rail Planner app. This will allow us to communicate updates and advice on the following:
 - Technical updates and issues in relation to the status and functioning of the Rail Planner app;
 - Disruptions and other traffic information.
- 7.7.2. Despite clause 7.7.1, we do not guarantee that we will communicate all updates, recommendations and advice for every technical issue or disruption to the Pass Network.

7.8. Conditions of Use of the Rail Planner App

- 7.8.1. Your use of the Rail Planner app is governed by these Conditions of Use and the Conditions of Use App which is accessible via the Rail Planner app.
- 7.8.2. You must not, nor allow any third parties on your behalf, (a) make and distribute copies of the mobile Pass and the Rail Planner app; (b) attempt to copy,



reproduce, alter, modify, reverse engineer, disassemble, decompile, transfer, exchange or translate the mobile Pass and Rail Planner app; or (c) create derivative works of the mobile Pass and Rail Planner app of any kind whatsoever.

- 7.8.3. We reserve the right to amend or withdraw the Rail Planner app, or charge for the application or service provided to you in accordance with these Conditions of Use, at any time and for any reason.
- 7.8.4. You acknowledge that the terms of agreement with your respective mobile network provider ('Mobile Provider') will continue to apply when using the mobile Pass and Rail Planner app. As a result, you may be charged by your Mobile Provider for access to network connections services for the duration of the connection while accessing the mobile Pass and Rail Planner app or any such third-party charges as may arise. You accept responsibility for any such charges that arise.
- 7.8.5. If you are not the bill payer for the mobile telephone or handheld device being used to access the Rail Planner app, you will be assumed to have received permission from the bill payer for using the Rail Planner app.

7.9. Updates to the Rail Planner app

7.9.1. The Rail Planner app is updated on a regular basis to support our services and to add, remove, update or maintain functionality. You must update your Rail Planner app whenever a newer version is available to ensure that you have the most up-to-date scheduling data and functionality.

8. SEAT RESERVATIONS, SUPPLEMENTS AND SURCHARGES

8.1. Seat Reservations

- 8.1.1. A Seat Reservation is the arrangement whereby a seat or sleeping place for a service operated by a Participating Company is reserved through our Website or via a third-party.
- 8.1.2. Seat Reservations are not included in your Pass. If you have a Plus Pass, you must book your Seat Reservations separately using your Credits, or you may purchase a Seat Reservation if you have run out of Credits..
- 8.1.3. If a Seat Reservation is required, you must book a Seat Reservation for the service concerned. If a Seat Reservation is optional, you may book a Seat Reservation, but are not required to. Information about which services require or offer optional



Seat Reservations can be found via the Rail Planner app. In any event, you must book and/or pay in advance for the following:

- Seat Reservations for most high-speed trains (like SNCF TGV, Eurostar, Lyria, Trenitalia Freccia, RENFE AVE, PKP EIP).
- Sleeping accommodation (like couchettes and beds) on all night trains.
- Panoramic coaches on scenic trains.
- Cabins, berths and reclining seats on ferries.
- 8.1.4. A Seat Reservation by itself is not a valid ticket. A Seat Reservation must always be presented together with a Pass that is used in compliance with clauses 9 or 10.
- 8.1.5. On some services which require a Seat Reservation, the number of seats for Pass Holders may be limited.

8.2. Supplements

- 8.2.1. A Supplement is a fee charged by the Participating Companies on a limited number of services. If required, you must pay the Supplement prior to boarding. Please see our *Trains with additional supplements* webpages for <u>Eurail</u> and <u>Interrail</u> for more information on when and how the Supplement must be paid.
- 8.2.2. For ferries operated by Attica Group (Superfast Ferries and Blue Star Ferries) between Italy and Greece, seasonal supplements from June to September apply. You must pay for these separately.

8.3. Other additional surcharges and services

- 8.3.1. All port taxes, other charges relating to certain boats, meals and any other service offered on board of any service operated by a Participating Company are not included in the Pass. You must pay for these separately.
- 8.3.2. In some cases, additional services may be included in your Seat Reservation. Check your Seat Reservation conditions for more information.

9. USING YOUR MOBILE PASS

9.1. Mobile Pass use requirements

- 9.1.1. To use your Pass validly, you must do the following:
 - Activate your Pass (see clause 9.2).



- For Flexi Passes, activate the Travel Day (9.3).
- Add each Journey to your Pass (9.4).

9.2. Activating your Pass

- 9.2.1. Before starting your Trip, you must activate your Pass in the Rail Planner app. This requires you to fill in the document number of your passport or personal identification document. You may only change this number if your Pass is deactivated.
- 9.2.2. Your Pass may only be deactivated before to the commencement of the Validity Period.

9.3. Activating Travel Days

- 9.3.1. <u>Flexi Passes</u>: For each calendar day that you wish to use your Pass, you must activate a Travel Day before boarding the first service that you will take. You may cancel a Travel Day at any time before the beginning of the calendar day (00:00 based on local time). If the Travel Day is not cancelled, it is used and cannot be deactivated or refunded.
- 9.3.2. <u>Continuous Passes</u>: Once the Validity Period is set, all Travel Days are activated. These Travel Days may only be deactivated prior to the start of the overall Validity Period.

9.4. Adding Journeys to the mobile Pass

- 9.4.1. You must add each Journey to your Pass before boarding the service. If you do not, you will not have a valid Ticket for that Journey. A Journey will be successfully added to your Pass when the Journey details appear in the Ticket.
 - If the Journey consists of multiple legs, you must add each of the respective legs to your Pass before boarding.
 - The Journey must remain added to your Pass for the entire Journey.
- 9.4.2. If a Journey or a portion of a Journey cannot be located in the Rail Planner app, you may add the Journey manually. Adding any service not covered by your Pass, however, will not extend its validity.
- 9.4.3. After a Travel Day has ended, it is no longer possible to edit Journeys for that Travel Day.



9.5. Correcting your details (name, date of birth and Country of Residence)

9.5.1. For any correction to your details, contact your point of sale for assistance.

9.6. The Internet requirement

- 9.6.1. Your mobile device must be connected to a strong and stable internet connection when activating both your Pass and Travel Days and also when adding Journeys. If not, you will not have a valid Ticket for the Journey concerned.
- 9.6.2. After the Journey has been successfully added, you do not need to go online again in order to present your Ticket to the Ticket Inspector, provided that your Rail Planner app has been online within the previous 24 hours.
 - As a security measure, your Pass must be periodically authenticated by our systems. To do this, you must open your Rail Planner app, while your mobile device is connected to the Internet, at least once every 24 hours.
 - If you do not access your Rail Planner app within the last 24 hours while connected to the Internet, your Pass will enter into 'inactive' status. If your Pass is 'inactive', it is not valid for travel.
 - To reactivate your Pass from 'inactive' status, open the Rail Planner app next time your mobile device is connected to the internet. Your Pass will then be automatically reactivated.

10. USING YOUR PAPER PASS

10.1. Paper Pass use requirements

- 10.1.1. To use your Pass validly, you must do the following:
 - Activate your Pass (see clause 10.2).
 - For Flexi Passes only, mark the calendar days in the Travel Calendar (10.3).
 - Record the Journey details for each Journey that you take (10.4).
 - When using your outbound and inbound Journeys, indicate the relevant date and Journeys (10.5).



10.2. Pass activation

- 10.2.1. If your paper Pass is pre-activated, you may start your Trip as soon as the Validity Period commences. Your paper Pass is pre-activated if it shows the first and last dates of the Validity Period and, if applicable, your passport/identity card number.
- 10.2.2. If your paper Pass is not pre-activated, before the last possible activation date (unless explicitly stated otherwise), you must activate your Pass before commencing your Trip by doing either of the following:
 - Attending a major train station ticket window or at a Eurail Aid Office (see the Rail Planner app for a list of Eurail Aid Office addresses).
 - Requesting a staff member on board a train service to activate your Pass, but only if you are entering the Pass Network on a train service from a country where your Pass is not valid. When doing this, you must immediately report to the train staff upon boarding.

In either case, the person activating your Pass will stamp the date in the activation box and fill out your passport/identity card number together with the first and last dates of the Validity Period.

10.3. Marking days in the Travel Calendar (for Flexi Passes only)

10.3.1. Before boarding the first service on any given Travel Day, you must mark the calendar date in the Travel Calendar on your Rail Pass using only a pen with blue or black non-erasable ink. You do this by entering the dates with 2 digits (7th of May is 07/05) in the correct location and in sequential order.

10.4. Recording the Journey details (for Flexi and Continuous Passes)

- 10.4.1. You must record the Journey details of each service in the Travel Diary or My Trip section of your Pass Cover before boarding the service concerned. The Journey details consist of the date, time of departure, the departure and arrival stations and whether the service is a train, bus or ferry.
- 10.4.2. Without entering the Journey details, your Pass is not valid for that service, meaning you will be traveling without a ticket.

10.5. Outbound and inbound Journeys (for Flexi and Continuous Passes)

10.5.1. When using your outbound and inbound Journeys, you must indicate the relevant date and Journey on the Pass Cover and on the Travel Calendar.



10.6. Filling in your Pass and making mistakes

- 10.6.1. You must not erase, alter, amend or interfere with your paper Pass in any way, except for as permitted by these Conditions of Use.
- 10.6.2. If you make a mistake when entering in the Journey details or the date of the Travel Day, you may:
 - enter the correct date in the next empty box of the Travel Calendar, which will result in the loss of a non-refundable Travel Day; or
 - in all other cases, before ticket control, ask a Ticket Inspector for advice.

10.7. Duplicates and replacement of paper Passes

10.7.1. A duplicate/replacement of your paper Pass cannot be issued if your Pass is damaged, lost or stolen paper Pass.

11. OVERNIGHT JOURNEYS

11.1. The overnight travel rule

- 11.1.1. For Flexi Passes, if you are travelling overnight, you are only required to use one Travel Day, being the day of departure, provided that the Journey is made by a direct overnight train or ferry (meaning no change of trains or ferries after midnight, based on local time) and the day of arrival is within the Validity Period. If you change train or ferry after midnight, you must use a second Travel Day.
- 11.1.2. For Continuous Passes, overnight travel is permitted provided the day of arrival is within the Validity Period.

12. INSPECTION, FINES, BLOCKING AND CONFISCATION

12.1. Inspection of your Pass

- 12.1.1. Upon request from a Ticket Inspector, you must present the following for inspection:
 - If you are a mobile Pass holder, the Ticket for the date on which you are travelling (the Ticket Inspector is entitled to scan the QR code and inspect the entire Ticket, including your details and Journey details).
 - If you are a paper Pass holder, your Rail Pass together with the My Trip page.
 - Your Seat Reservation, but only if a Seat Reservation is required or optional.



- Proof that the Supplement was paid, if applicable.
- Your original passport/identity card as referred to on your Pass, if applicable. If your passport/identity card is not referred on your Pass, you must present your valid passport or legal equivalent that confirms your identity.
- 12.1.2. You must not present a screenshot, image or video recording of your Pass or any other copy of the Pass layout. Only the mobile Pass via the Rail Planner app and the original paper Pass is accepted.
- 12.1.3. For mobile Passes, you must ensure that the Ticket is clearly visible and that your mobile device is switched on, has sufficient battery capacity and the display is not damaged beyond a point that would make your mobile Pass and the Ticket unreadable and unscannable, for the entire Journey.

12.2. Sanctions and fines

- 12.2.1. Where, upon inspection of your Pass, it is established that you are travelling without a valid Pass or you are attempting to defraud us and/or the Participating Companies, a Ticket Inspector is entitled to demand that you purchase a full fare ticket for the Journey (based on the relevant fare) and/or impose a fine, in accordance with the rules of the relevant Participating Company. In addition, you may also be subject to the enforcement actions referred to in clauses 12.3. and 12.4.
- 12.2.2. <u>What if you disagree with the fine?</u> If you disagree with the fine, you must pay it anyway. This will prevent any unnecessary increase in the fine amount. You can file an objection after payment by getting in contact with our Customer Service team. If we agree with your objection, the amount you have paid will be refunded.

12.3. Blocking mobile Passes

- 12.3.1. In addition to clause 12.2.1., at our own initiative, or at the request of a Participating Company, we reserve the right to block your Pass from further use and/or block you from purchasing another Pass in the future in any of the following circumstances:
 - You refuse and/or fail to present your Ticket for inspection.
 - You refuse and/or fail to allow the Ticket Inspector to scan the QR code and/or read the Journey details of your Ticket.
 - You refuse and/or fail to present your valid passport or legal equivalent or are travelling with your Pass without that document.



- Your effective Country of Residence is different than your nominated Country of Residence.
- You are using the Pass in breach of the age category requirement of your Pass.
- You allow or assist another person to travel using your Pass.
- You allow or assist another person in their attempt to counterfeit either your Pass or another mobile Pass, including, but not limited to, allowing that person to take a picture, screenshot or recording of the Ticket.
- Your Pass was purchased using a bank account and/or payment method that the purchaser was not authorised to use.
- You have a Pass issued as a travel companion Pass and you are not travelling in combination with the Pass of the Person with Reduced Mobility.
- You engage, or seek to engage, in any kind of illegal or fraudulent activity in relation to your Pass.
- You deceive or defraud, or seek to deceive or defraud, us or any of the Participating Companies in any way.
- 12.3.2. If your Pass is blocked, it cannot be used to travel. Instead, you must purchase a point-to-point ticket or a new Pass.

12.4. Confiscation of paper Passes

- 12.4.1. In addition to clause 12.2.1., a Ticket Inspector is entitled to confiscate your paper Pass in any of the following circumstances:
 - Your Pass is a copy or is counterfeit.
 - Your Pass is being used by a person who is not you and/or you are using a Seat Reservation which was issued to another person.
 - The data showing on the Rail Pass and/or My Trip page has been altered, amended, changed, deleted or interfered with in any way, other than what is permissible under these Conditions of Use.
 - Any of the Travel Day dates in the Travel Calendar have been altered, other than what is permissible under these Conditions of Use.
 - You are using your Pass outside of the Validity Period.
 - Your effective Country of Residence is different than your nominated Country of Residence.



- You are using your Pass in breach of the age category requirement of your Pass.
- You are using your Pass without a passport or other recognised photographic identification document (copies and scans are not accepted).

13. DELAY COMPENSATION POLICY

13.1. Delay compensation

- 13.1.1. If you experience a delay of 60 minutes or more at the final destination of a Contract of Carriage, you are eligible for compensation in the following amounts:
 - EUR 12,00 for delays between 60 and 119 minutes
 - EUR 24,00 for delays of 120 minutes or more.
- 13.1.2. The maximum compensation amount payable under clause 13.1.1. is limited to 50% of the Pass price.
- 13.1.3. Compensation shall be paid in money, through bank transfer.
- 13.1.4. Compensation for supplements (e.g. reservations) and reimbursement of expenses incurred as a result of the sustained delay fall within carriers' individual conditions of carriage. Compensations for delays whilst travelling with benefit partners or some of the non-railway companies participating in the portfolio also fall under the individual conditions of those carriers.
- 13.1.5. Requests for compensation should be made within 3 months after the last day of validity of the Pass.
- 13.1.6. You may submit your claim to us:
 - Via our dedicated Eurail claims form: <u>https://www.eurail.com/en/help/delay-</u> <u>compensation</u>
 - Via our dedicated Interrail claims form:
 <u>https://www.interrail.eu/en/support/delay-compensation</u>
 - Using the standard European Union claims form found here: <u>https://transport.ec.europa.eu/reimbursement-and-compensation-</u> <u>requests-form_en</u>



14. PERSONS WITH REDUCED MOBILITY

14.1. Additional assistance

14.1.1. If you require additional assistance when traveling with your Pass, please check our traveling with reduced mobility guide for <u>Eurail Passes</u> and <u>Interrail Passes</u> to see what options are available and how to make suitable arrangements.

14.2. Travel Companion Passes

- 14.2.1. If you are a Person with Reduced Mobility, you may request a complimentary Pass for your travel companion, on the following conditions:
 - A complimentary Pass may only be issued in relation to an already purchased Youth, Adult or Senior Pass. If the Person with Reduced Mobility is eligible for a Child Pass, a Youth Pass for that person must be purchased instead.
 - The minimum age of your travel companion must be at least 17 years of age or older.
 - Only one (1) complimentary Pass may be issued in relation to your Pass.
 - You must provide evidence in the form of a disability card issued by a local government or hold a similar medical statement which verifies that you will be travelling as a Person with Reduced Mobility.
 - Your request will be assessed on a case-by-case basis. It is at our discretion whether to issue a complimentary Pass to your travel companion.
 - Applications can be sent to our Customer Service team.
- 14.2.2. All Passes issued as a complimentary travel companion Pass must only be used in combination with the Person with Reduced Mobility's Pass that the travel compensation Pass was issued in relation to.

15. LUGGAGE, BICYCLES AND ANIMALS

- 15.1.1. The transportation of luggage, bicycles and animals are all governed by the policy of the Participating Company operating the service that you are taking. Please check directly with the relevant Participating Company for more details for what you can and cannot take with you.
- 15.1.2. If you lose or have an item stolen, please contact the Participating Company for advice on what you should do.



16. PASS BENEFITS

16.1. What are Pass Benefits?

16.1.1. We have partnered with a number of third parties to provide you with the opportunity to access and use benefits which complement your Pass, ranging from discounts to free products and services. These benefits can be found via our <u>Benefits Portal</u>, which is separate to our Website. Your access and use of the Benefits Portal and of any Benefit is subject to the <u>Benefits Portal Terms and Conditions</u>.

16.2. When can you use a Benefit?

16.2.1. If you have a Flexi Pass, you can use reduction benefits during the entire Validity Period of your Pass. You may only use free travel benefits on a Travel Day.

16.3. Other conditions

- 16.3.1. For domestic services, for both free and reduction benefits, your Pass must be valid in the country where the service is granted.
- 16.3.2. For international shipping lanes:
 - for a reduction benefit, your Pass must be valid in the country of departure or the country of arrival; and
 - for a free benefit, your Pass must be valid in the country of departure and the country of arrival.

17. REFUND POLICY

17.1. The refund conditions

- 17.1.1. Passes are refundable under the conditions set out in this clause, unless the sales conditions (including promotional offers) provide otherwise. In such a case, those sales conditions will prevail over the conditions set out herein.
- 17.1.2. All refund requests must be submitted to the original point of sale.

17.2. Mobile Passes

17.2.1. Your mobile Pass is refundable when these two conditions are met:



- Your mobile Pass is not activated. Your mobile Pass is activated if the first and last day of Validity Period are defined. You can deactivate your mobile Pass at any time before the start of the selected Validity Period (00:00, local time).
- You submit your request no later than the last possible activation date indicated on the mobile Pass.

17.3. Paper Pass

- 17.3.1. Your paper Pass is refundable when these two conditions are met:
 - Your paper Pass is unused. Your paper Pass is considered 'used' on or after the first day of Validity Period of the Pass.
 - You submit your request within the following timeframes:

Paper Pass with predefined start date	Paper Pass certified as NOT USED by a railway official before the start date	Paper Pass without predefined start date
Before the first day of the Validity Period of the Pass	No later than one month from the last day of Validity Period	No later than the last possible activation date

- 17.3.2. You must submit your refund request, in writing, to the agency/office where the Pass was purchased, while presenting the original ticket in its Pass cover.
- 17.3.3. Used, partially used, lost, damaged or stolen Passes cannot be refunded or replaced. Tickets purchased to replace lost or stolen Passes cannot be refunded or reimbursed either.

17.4. Refund fees

17.4.1. Refunds are subject to the deduction of up to a 15 percent cancellation fee.

17.5. The Right of Withdrawal

17.5.1. The statutory Right of Withdrawal (cooling off period) does not apply to the purchase of Passes and Seat Reservations.



18. PRIVACY AND PERSONAL DATA

18.1.1. In order to enable you to use your Pass, we need to collect, store, use and disclose some of your personal data. By purchasing and/or using your Pass you provide us with your personal data, in doing so you agree to the collection, storing, use and disclosure of your personal data under the terms of our Rail Planner app Privacy Policy (for <u>Eurail Passes</u> and for <u>Interrail Passes</u>) and our Website Privacy and Cookie Statement (for <u>Eurail Passes</u> and for <u>Interrail Passes</u>).

19. DISCLAIMERS AND LIABILITY

19.1. Disclaimer and liability under the Contract of Carriage

- 19.1.1. As we act only as an intermediary on behalf of the Participating Companies, to the extent permitted by law, we cannot be held liable, nor will we accept any liability, for any loss (consequential or otherwise) or damage arising out of, or in connection to, any of the following:
 - the operations of any Participating Companies;
 - the carriage provided to you by a Participating Company;
 - delay, cancellations, missed connections, defects of the train or any other vehicle and strikes or other industrial action, except as provided for by our Delay Compensation Policy;
 - the loss, theft or damage to or of clothing, luggage or property;
 - the death of, personal injury to, or any other physical or mental harm to, you caused by, or in connection to, the operations of a Participating Company;
 - the wilful misconduct, omission or negligence of a Participating Company or any other person employed by or representing a Participating Company;
 - any action carried out by a third-party which compromises the operations of a Participating Company or the railway infrastructure used by a Participating Company;
 - armed conflict, terrorism, social unrest, epidemic, pandemic or any other force majeure event impacting the operations of the Participating Company or us.
- 19.1.2. Despite clause 19.1.1., if we are found liable to any extent for any loss or damage arising out of, or in connection to, your use of your Pass, then that liability is limited to the amount paid for the purchase of your Pass.



19.2. General disclaimer

- 19.2.1. Your use of the mobile Pass and of any other service included in the Rail Planner App is at your sole risk. These services are provided on an "AS IS" and "AS AVAILABLE" basis, without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.
- 19.2.2. In addition, your use of the mobile Pass and the Rail Planner app is also subject to factors outside of our reasonable control, including, but not limited to, Internet services and mobile or other telecommunication networks. Due to these factors, and although we take all reasonable steps to make the mobile Pass and the Rail Planner app available at all times, we are not able to guarantee the quality and availability of your mobile Pass and Rail Planner app at all times.
- 19.2.3. We, our affiliates and our licensors also do not warrant that (a) the mobile Pass and any other service included in the Rail Planner App will function uninterrupted, securely or be available at any particular time or location; (b) any error(s) or defect(s) will be corrected; (c) the mobile Pass and any other service included in the Rail Planner app are free of viruses or other harmful components; or (d) the results of using the mobile Pass and any other service included in the Rail Planner app will meet your requirements.

19.3. Limitation of liability

19.3.1. In no event shall we, nor any of our directors, employees, partners, agents, suppliers or affiliates be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (a) your access to or use of or inability to access or use the mobile Pass and any other service included in the Rail Planner app; (b) any conduct or content of any third party on the mobile Pass and any other service included in the Rail Planner app; (c) the unavailability of the mobile Pass, or any difficulty or inability to download or access content or any other communication system failure which may result in the mobile Pass and/or Rail Planner app being unavailable; (d) your use of the Rail Planner app on an unsupported device; (e) any content obtained from our services; and (f) unauthorised access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.



- 19.3.2. Despite clause 19.3.1, if you experience unavailability of your mobile Pass or an interruption to the Rail Planner app, we ask you to contact our Customer Service team for assistance. If it is ultimately assessed that:
 - you are using a mobile Pass at the moment of interruption; and
 - the cause of the unavailability or interruption is allocated exclusively to us and not to any external factors outside of our reasonable control, such as the level of quality of internet; and
 - you contacted our Customer Service team, but did not receive appropriate assistance; and
 - you were not able to use your mobile Pass partially or completely as a result;

then we can only be held liable only up to the actual costs of your mobile Pass.

19.4. Fines or extra fees

19.4.1. If your valid Pass is not recognised upon inspection, we will collect the necessary evidence and decide whether compensation for the lost travel opportunity is applicable. If the failure to recognise your valid Pass originates in a mistake made by a Ticket Inspector and, as a consequence, you are required to pay a fine or extra fees, we will refund that fund or extra fee upon proof beyond reasonable doubt of human error. The maximum refund will be limited to the market value of the Pass.

20. MISCELLANEOUS CONDITIONS

20.1. Governing law and jurisdiction

20.1.1. Without prejudice to clauses 3.1 and 13, all disputes arising from or in connection to these Conditions of Use are governed exclusively by Dutch law and will be submitted exclusively to the competent court in the Netherlands.

20.2. Survival of conditions

20.2.1. If any of the conditions set out in these Conditions of Use are found to be unenforceable or contrary to law or otherwise invalid, the remaining conditions shall remain unaffected and enforceable.



20.3. Prevalence of English version

20.3.1. To the extent of any inconsistency between the English version of these Conditions of Use and other language version, the English version shall prevail.



APPENDIX 1

<u>Country</u>	Participating Companies
Austria (including	ÖBB + Westbahn + European Sleeper*
Liechtenstein)	
Belgium	SNCB/NMBS + Eurostar* + European Sleeper*
Bosnia-Herzegovina	ŽFBH + ŽRS
Bulgaria	BDZ
Croatia	HŽ
Czech Republic	ČD, LEO EXPRESS, REGIOJET + European Sleeper*
Denmark	DSB
Estonia	ELRON
Finland	VR
France (including	SNCF + Eurostar*
Monaco)	
Germany	DB + Eurostar*+ European Sleeper*
Great Britain	ATOC + Eurostar*
Greece	Hellenic train + Attica
Hungary	MÁV-START + GYSEV
Italy	Trenitalia + European, Sleeper*
Ireland	IÉ + NIR
Latvia	PV
Lithuania	LTG Link
Luxemburg	CFL
Montenegro	ŽPCG
North Macedonia	ZRSM
Netherlands	NS + Eurostar* + European Sleeper*
Norway	VY SJ GOA
Poland	РКР
Portugal	СР
Romania	CFR
Serbia	SV
Slovakia	ZSSK
Slovenia	SŽ
Spain	RENFE
Sweden	SJ VY
Switzerland	SBB/CFF/FFS + BLS
Turkey	TCDD Taşımacılık



* Note:

- For journeys with these trains your Pass must be valid in both the country of departure and arrival.
- The Benelux Pass is not valid on European Sleeper.

Disclaimer: the above list is not exhaustive. Please refer to the Rail Network Guide in the Rail Planner App for detailed information on all participants.