



## General Terms and Conditions

### 1. Purpose

These general contract conditions (hereinafter the "**General Conditions**") govern the sale of the service, as defined here below, on the part of Venezia Terminal Passeggeri S.p.A., with registered office in Venice (VE), 30135 Marittima Fabbricato 248, share capital € 3,920,020.00, fully paid up, Venice Business Register, TIN and VAT no. 02983680279 (hereinafter "**VTP**"), entered into remotely via the VTP website: [www.vtp.it](http://www.vtp.it) (hereinafter referred to as the "**Website**").

**Before sending his/her purchase order (hereinafter the "Order"), customers must carefully read these General Conditions, because the sending of the Order implies full knowledge and specific acceptance of these General Conditions.**

**Customers will receive a copy of these General Conditions via e-mail, in compliance with the provisions of art. 3 below.**

### 2. Service

The service provided by VTP consists of a parking service that involves hiring parking spaces in the dedicated areas (hereinafter "**Parking Areas**") located inside the Cruise Port of Marittima – Venice, equipped with a customs point and managed by VTP.

**The Customer acknowledges and accepts that the service will be provided without any obligation to guarantee the surveillance or safekeeping of the vehicle parked and that the use of the parking spaces does not imply the receipt for safekeeping of the vehicle. Therefore, VTP may not be held in any way liable for direct/indirect damage caused to the vehicle by third parties, or for any attempted or actual damage, vandalism and/or theft of either the vehicle itself, parts thereof, luggage or any other objects left therein.**

Customers must reserve and purchase the parking space in the Parking Areas through the Website no later than 24:00 of the day preceding the day on which the parking is to begin.

VTP will send the Customer an Acceptance E-mail (see art. 3 below), containing a PIN number and a booking code (QR CODE with numbers). This QR code, together with the registration plate of the vehicle, will be required for access to the parking area, by the means indicated in the "Regulations for the hire of an unsupervised area" (hereinafter "**Regulations for the hire of an unsupervised area**"). Customers must keep their registration plate clearly visible upon access to the Parking Areas; otherwise, VTP shall assume no responsibility for any failure of the access system to function properly.

Within the parking area, users may choose any one of the spaces available, except for those indicated as reserved, including those set aside for PRM; the service does not entitle the user to a specific parking space.

Purchases/reservations are individual and may not be transferred to third parties; in any such cases, the reservation will not be recognised as valid. Bookings are valid only for the period specified on the summary display that appears on the Website before the Customer sends the Order (hereinafter "**Summary Display**"), a copy of which will be included in the Acceptance E-mail (see art. 3 below).

The Parking rates, that shall be understood as maximum applicable charges, can be found on the Website, and refer to the actual period of time the vehicle remains in the Parking Area. The Customer acknowledges and accepts that VTP is free to apply in any moment discounts or promotions subject to availability limitations, by publishing it/them in its Web site. Should this period of time exceed the period booked, the Customer will be charged for the extra hours at the maximum hourly prices indicated. This amount must be paid by the Customer at the automatic pay stations before exiting the parking area, regardless of the reason for which the parking space has been occupied for longer than the period booked, unless this circumstance is attributable to ascertained negligence on the part of VTP.

Before sending the Order, Customers must carefully read the Regulations for the hire of an unsupervised area, which is



published on the website and also displayed near the entrance to the Parking Areas. **Customers declare that, by accepting these General Conditions, they also accept the Regulations for the hire of an unsupervised area.**

### 3. Conclusion of the Contract

The main characteristics of the Service purchased and the relevant price will be indicated in the Summary Display.

The Customer assumes full responsibility for the truth and accuracy of the data provided when making the booking/sending the order.

The Customer also acknowledges that **providing the correct information – in particular the vehicle registration number –** will facilitate entrance to the parking area.

To send the order, Customers must:

- (i) select the Service they wish to purchase;
- (ii) enter the data necessary for invoicing or for the receipt, if required;
- (iii) if defined as a consumer pursuant to art. 5.1 of the Consumer Code (Legislative Decree no. 206/2005), declare that they have received the information contained in art. 49 of Legislative Decree no. 206/2005, including the information on exercising the right to cancel;
- (iv) accept these General Conditions;
- (v) accept the data protection information set forth in article 7 below;
- (vi) select the payment method;
- (vii) pay for the service, after which **the Order will automatically be sent to VTP.**

**In compliance with art. 51, para. 2 of the Consumer Code, VTP guarantees that, upon the sending of the Order, the Customer expressly acknowledges that the Order implies the obligation to pay for the service, without prejudice to the right to cancel as set forth in art. 6).**

The sending of the Order on the part of the Client constitutes a contractual offer for the purchase of the Service from VTP, specifically indicated in the Summary Display, on the part of the Customer, and is binding upon the Customer (without prejudice to the possibility for the Customer to exercise the right to cancel, pursuant to art. 52 of the Consumer Code, as indicated in article 6 below).

The contract between the Customer and VTP for the purchase of the Service, specifically indicated in the Summary Display, is concluded with the receipt, on the part of the Customer, of the Customer Order Acceptance E-mail sent by VTP. In the event VTP does not accept the Order, notification thereof will be sent to the Customer at the e-mail address provided when filling out the Order.

The Customer may make any necessary changes/corrections to the data entered in the Order before sending the Order.

This contract is valid from receipt of the Acceptance E-mail on the part of the Customer until the vehicle exits the Parking Areas.

VTP reserves the right not to accept the Customer's Order in the following cases:

- lack of availability in the Parking Area in the period selected by the Customer;
- payment unsuccessful;
- bookings attempted after 24.00 on the day before the arrival of the vehicle.

With the Order Acceptance E-mail, VTP confirms that the Contract with the Customer has been concluded, and will send these General Conditions, the data protection information and the "Booking Confirmation Form" containing the following information:

- a summary of the main characteristics of the Service;
- the total price of the Service, inclusive of all taxes;



- a PIN number for use in any further communications with VTP regarding the Service purchased;
- a booking code (QR CODE with numbers) for use to access the parking area.

#### **4. Charges and Means of Payment**

The rates and any other costs for the Service will be indicated analytically on the site before Orders are sent. The charge due for the Service selected by the Customer will be specifically indicated in the Summary Display, in Euros and inclusive of any taxes applicable.

Without prejudice to the provisions of article 6 below regarding cancellation, the Customer accepts that the charges made will in no event be refunded.

To pay for the Service, the Customer may choose from the most widely used credit card circuits, which will be indicated on the Website before the Order is sent. VTP has entrusted the management of online Credit Card payments to a leading operator in the sector. At no point during the purchase procedure will VTP have access to the information regarding the Customer's credit card, which the Customer will enter directly into the website of the operator entrusted with the management of online credit card payments. This information will not be retained on any IT records belonging to VTP, so on no account may VTP be held liable for any undue or fraudulent use of credit cards on the part of third parties at the moment of payment of the service purchased on the Website.

#### **5. Changes to Bookings**

Without prejudice to the provisions of article 6 below, the Customer may change the vehicle registration number provided upon the sending of the Order, until 24:00 on the day preceding entrance to the parking area. This change to the booking may be made by accessing the Website and entering the Customer's e-mail address and the PIN number associated with the booking the Customer wishes to make the change to.

#### **6. Cancellation pursuant to art. 52 of the Consumer Code; penalties for cancellation.**

The Customer is entitled to cancel the contract, without providing any reason and at no charge, within 14 (fourteen) days from the date of receipt of the Acceptance E-mail (hereinafter "**Cancellation Period**").

**After this date, and up to 2 days before the expected day of arrival, a penalty equal to 65% of the amount paid by the Customer when placing the Order will be withheld; thereafter, it will no longer be possible to cancel the booking.**

In order to exercise the right to cancel, Customers must inform VTP of their intention to cancel, by accessing the page of their booking on the Website, selecting "cancel" and sending the cancellation e-mail that will be generated automatically. VTP will send confirmation of receipt of the cancellation to the e-mail address provided by the Customer upon registration.

In any event, Customers may inform VTP of their intention to cancel also by sending a declaration of said intention to: **operativo@vtp.it**.

The right to cancel is considered properly exercised provided that the pertinent notification is sent by the Customer prior to the expiry of the Cancellation Period.

The right to cancel does not apply in the following cases:

- if the fruition of the service has begun before the expiry of the Cancellation Period, provided that the service has commenced with the agreement of the Customer;
- if the notification of the cancellation, although transmitted during the Cancellation Period, has been sent after the day scheduled for access to the Parking Areas on the part of the Customer, as indicated in the Order sent.

In the event of cancellation, the payments made by the Customer to VTP will be refunded, without undue delay and by



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means of the same payment method used by the Customer for the initial transaction. The Customer undertakes to maintain the same payment method used for the initial transaction valid for all the duration of the Contract. In any case, no charge will be made to the Customer as a consequence of the cancellation. To this end, VTP, within 14 (fourteen) days of receipt of the notification of cancellation on the part of the Customer, will order the online payment manager referred to in art. 4) to refund the amounts paid to VTP by said Customer.

## **7. Disclosure as per article 13 of Legislative Decree no. 196 of 30 June 2003 - Data Protection Code**

VTP provides the Customers with the following information, pursuant to article 13 of Legislative Decree No. 196/03, noting that the provided personal details, will be processed according to lawfulness and propriety principles required by Legislative Decree No.196/2003 - Personal Data Protection Code.

**a. Purposes of treatment:** Personal details provided to VTP are processed in order to achieve the following goals:

- correct management of the access in the predefined parking areas;
- correct fruition of the booking and payment procedures together with the other contents established in the Web site [www.vtp.it](http://www.vtp.it);
- correct management of the related administrative and accounting procedures;
- correct management of any request made by Customers, see Customer Care;
- the exercise of a right or the fulfilment of an obligation imposed by specific legal rules or by a rightful claim of the Legal Authority or of the competent police forces.

**b. Means of treatment:** The personal details treatment is processed by suitable manual, information systems, electronic and/or telematics means, for the fulfilment of the above mentioned purposes and in a way to guarantee the confidentiality and the data protection itself. The data retention is limited to the period of time strictly necessary to achieve the purposes for which they were collected and treated. The above mentioned period of time is established in three months (3) from the exit of the vehicle from the parking areas. At the end of the data retention period, the data will be automatically cancelled from the related media or permanently and irreversibly transformed into an anonymous form. An extended deadline should be applicable in case of specific requests arising from Legal Authority and/or competent police forces, for the purposes of verification and/or repression of tortious acts.

**c. Provision of data and consequences of a refusal:** The provision of data is optional. Nonetheless, the refusal and/or the provision of incorrect or incomplete data, do not allow the fruition of the booking and payment services together with of the other contents established in the Web site [www.vtp.it](http://www.vtp.it) nor the access in the predefined Parking Areas.

**d. Data communication:** The personal data are processed by the Data Treatment Owner, through the internal Data Supervisor and through the respective representative of the treatment, who are appointed for this purpose. The personal data collected by VTP may also be processed by the provider of technical-operational and assistance services 4XP S.n.c., as external Data Supervisor. In the pursuit of the purposes mentioned at Point a), the personal data collected by VTP may also be communicated and made available to the specific Cruise Company involved, with which the Customer has already a contract for a tourist cruise, for reasons related to the complete management of the parking services offered. Personal details may also be handed over to Legal Authorities and/or interested Police Forces, upon their specific request for the achievement of activities aimed at the prevention and/or repression of tortious acts.

**e. Provision of data:** The personal data are not subject to any kind of provision.

**f. Customer Rights:** Customers may exercise their rights to safeguard personal data as per art. 7 of Legislative Decree no. 196/2003. The requests of the exercise of the rights as per art. 7 of Legislative Decree no. 196/2003 may be sent to the Data Treatment Owner and through him, to the internal Data Supervisor in addition to the respective internal representative of the treatment as per Point g).

**g. Data Treatment Owner:**

**Data Treatment Owner:** Venezia Terminal Passeggeri S.p.A., with registered office in Marittima Port Area Fabbricato



248, 30135 Venice.

**Data Controller in VTP:** Administration and Finance Director *pro tempore* of VTP.

**Internal Data Supervisor for competent function:** Operation Manager *pro tempore* of VTP, Mr. Nicola Cappellotto:  
email: [operativo@vtp.it](mailto:operativo@vtp.it).

## 8. Customer Obligations

To perform searches and process bookings and purchase orders, Customers use a web application through a temporary, non-exclusive license, granted for use for the time required for the operation. Customers may not modify, re-use, copy, disclose, transmit, reproduce, publish, grant a sub-license for use, create derivative works, transfer or send or in any way use the news, content, software and systems, products obtained or made available to them through the Website for commercial and not personal purposes.

Customers shall not be entitled to any damages or compensation whatsoever, nor shall VTP accept any contractual or extra-contractual responsibility, for direct or indirect damage to persons and/or objects caused by failure to accept an Order or part thereof.

**Customers acknowledge that the Acceptance E-mail sent by VTP must be kept carefully, and that they must bring it with them** (on paper or in electronic format) when entering the Parking area in order for the service to be provided. Customers also accept that if they lose the Acceptance E-mail or the PIN number, VTP may not be held responsible for any delays in providing the Service.

For other Customer obligations and prohibitions, see '**Regulations for the hire of unsupervised areas**'.

## 9. General

Acceptance of these General Contract Conditions is required before the Order can be sent.

Changes may be made to the General Conditions, and the most recent version will always be available on the VTP website in the section "Terms and conditions of sale". VTP reserves the right to make changes to these General Conditions at any time, without prior notice, without prejudice to the fact that the Customer Order, accepted by VTP, in compliance with the provisions set forth in these General Conditions, shall be governed by the General Conditions contained in the Acceptance E-mail.

By purchasing the service, Customers declare that they are at least 18 years of age.

These General Conditions are governed by the provisions regulating remote sales, contained in Chapter I, Title III, Part III of the Consumer Code (Legislative Decree no. 206/2005) and the rules governing e-commerce set out in Legislative Decree no. 70/2003.

For any requirements or claims regarding the purchase of the Service on the Website, Customers may contact VTP at: [operativo@vtp.it](mailto:operativo@vtp.it) ; **it is specified that no claims will be taken into consideration after a period of three months has passed from the date of exit of the vehicle from the parking area, since VTP will have provided to cancel the data as indicated in the previous art.7.b.**

Complete or partial invalidity of one or more clauses contained in these General Conditions shall not render invalid said Conditions nor the remaining part of the partially invalid clause.

Should an error occur while sending the Order, a notice informing the user that the Order has not been sent will appear on the screen.

## 10. Applicable Law and Court of Jurisdiction

Pursuant to art. 5.1 of the Consumer Code, any civil disputes that may arise regarding these General Conditions shall be dealt with by the court of the place of residence or domicile of the Customer, if located on Italian soil. In all other cases,



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the court of jurisdiction shall be the Court of Venice. These General Terms and Conditions are governed by Italian law. For anything not expressly envisaged in this agreement, reference shall be made to the provisions of the Italian Civil Code, Book IV, title II.

Pursuant to and in accordance with Articles 1341 and 1342 of the Italian Civil Code, the Client hereby acknowledges and expressly agrees to the following articles:

art. 2 "*Service*"; art. 3 "*Conclusion of the Contract*"; art. 4 "*Charges and Means of Payment*"; art. 6 "*Cancellation pursuant to art. 52 of the Consumer Code – penalties for cancellation*"; art. 8 "*Customer Obligations*"; art. 10 "*Applicable Law and Court of Jurisdiction*".