

## 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 Fabbriato 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 service can be provided only to cruise passengers. Any accompanying person can use the parking spaces for the time strictly necessary for cruise passengers unloading and loading. 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 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. 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 according to the current Parking Tariff. 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:

- select the Service they wish to purchase;
- enter the data necessary for invoicing or for the receipt, if required;
- 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;
- accept these General Conditions;
- accept the data protection information set forth in article 7 below;
- select the payment method;
- 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 48 hours before the expected day of arrival of the reservation, which starts from 00:00 as stated in the Tariff published in Internet, 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](mailto: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, by 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 this 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 Personal Details Treatment

Pursuant to Regulation (EU) No. 679/2016 (General Regulation about Data Protection, hereinafter GDPR) the company Venezia Terminal Passeggeri S.p.A., as owner of the Data Treatment, shall provide to individuals the information pursuant to art. no. 13 of the GDPR, with regards to the treatment of the collected data. The complete Parking informative report is published on the Web page Privacy Policy on the Web site: [www.vtp.it](http://www.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. 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, 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".

## FULL DISCLOSURE NOTE PURSUANT TO ART. 13 OF REGULATION EU N. 679/2016

### PARKING SERVICE

Pursuant to Articles 13 and 14 of Regulation (UE) n. 679/2016 (*General Data Protection Regulation*) (*hereinafter, also referred to as GDPR*), the Data Controller shall provide to the Data Subject the following information:

#### 1 Data Controller

The Data Controller of your personal data is the company:

**Venezia Terminal Passeggeri S.p.A.**, with registered office in 30135, Venice, Marittima, Fabbriato 248, in the person of its *pro-tempore* legal representative. The contact details are the following:

e-mail: [titolare.trattamento@vtp.it](mailto:titolare.trattamento@vtp.it)

Fax: 0039 041 240 3091.

#### 2 Data Protection Officer

The Data Protection Officer (RPD/DPO) appointed by the Data Controller, can be reached for any and additional data processing issues, at the following contact details (Art. 38, Point 4, GDPR):

e-mail: [dpo@vtp.it](mailto:dpo@vtp.it)

Fax: 0039 041 240 3091.

#### 3 Lawfulness of Processing of Personal Data

The personal data collected are adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed (Art. 5, *lett. C*, GDPR).

The personal data are processed lawfully, fairly and in a transparent manner, pursuant to **Art. 5 and Art. 6, point 1, lett. b)** and **c) GDPR**, for specified, explicit and legitimate purposes as follows. In particular, the lawfulness of this processing, is the following:

**b) "The processing is necessary for the performance of a contract to which the data subject is party ...."** (Art. 6, Point 1, *lett. b*):

1. to manage the implementation of pre-contractual measures, as well as manage the implementation and fulfilment of contractual obligations;
2. to allow the correct management of access in the predefined Parking Areas;
3. to allow the correct use of booking or payment services;
4. to allow the correct management of any requests by the Data Subject;
5. Within the existing contractual relationship, the Data Owner may send questionnaires and/or customer care surveys, related to the quality of the service provided (*i.e. customer care*).

**c) "The processing is necessary for compliance with a legal obligation to which the Data Controller is subject"** (Art. 6, Point 1, *lett. c*):

6. Compliance with the obligations foreseen by the Community law, regulations and acts having force of law, as well as the ordinances, orders issued by the Public Security Authorities and/or judicial authority;
7. Fulfillment of the obligations set by the Regulation EU n. 1177/2010 related to the rights of passengers travelling by sea and inland waterways, in order to provide to PRM passengers (passenger with reduced mobility), assistance within ports. In particular, reference is made to PRM placard mentioned under art. 381 of DPR 16 December 1992 n. 495 and subsequent amendments and additions.

**a) "The Data Subject has given consent to the processing of his or her personal data for one or more specific purposes"** (Art. 6, Point 1, *lett. a*).

The Data Controller, without prejudice to the exercise of the right of withdrawal of consent by the Data Subject and that must be guaranteed at any time (Art. 7, Point 3, GDPR) (*the withdrawal of consent shall not affect the lawfulness of processing based on consent before its withdrawal*), even by filling in and sending the **Rights Exercise Form** available in the Privacy Policy Web page of the Web site [www.vtp.it](http://www.vtp.it), may process the personal data collected, for the following purposes:

1. sending by e-mail, sms, WhatsApp, dedicated App, paper mail and/or direct telephone contact, *newsletter*, communication and commercial, promotional, and/or advertising material, related to the services provided by the Data Controller;

Processing operations related to the purposes referred to in the above-mentioned point 1, are jointly known as **Marketing Activities**. Only with your prior consent, free, specific (with respect to the purposes of processing as per point 1) and 2), informed (with regards to this policy) you can be the recipient of the **Marketing Activities** as above. Without prejudice to the purpose of archiving for statistical purposes of the personal data subjected to a non-reversible process of pseudonymisation, for the protection of his/her right during judicial proceedings.

#### 4 Processing of Personal Data

The personal data are processed according to the manner under Art. 5 GDPR, and are subject to certain processing operations under Art. 4, point. 2, GDPR. In particular:

*collection, recording, organization, storage, usage, mining, consultation, communication by transmission, erasure, destruction.*

The data processing is carried out manually and/ or through I.T. and telecommunication tools with using data processing and organization software within the scope of the above-mentioned purposes. Since then, appropriate technical and organizational measures have been put in place for the protection of personal data. In relation to the achievement of the purposes referred to in the above-mentioned conditions **b)** and **c)**, the communication of personal data shall be deemed necessary. Failure, partial or incorrect communication of the requested personal data, can result in inability to provide the services referred to in the conditions **b)** and **c)**.

#### 5 Communication and Transfer of Data

The Data Controller may disclose certain personal data for the achievement of the purposes referred to in points **b)** and **c)** to the following categories of Recipients:

*Supervisory bodies, National Anti-Corruption Authority, Privacy Authority for the protection of personal data, public security authorities, Authority of Harbour System, Harbour office, Health Units' Services for Prevention, competent Hygiene and Safety in the Workplace (SPISAL), maintenance company of computer and electronic management systems for the management and access to the parking areas, as well as any third party to whom the communication of personal data is made mandatory by law, or the fulfilment of the purposes referred to in the conditions **b)** and **c)**. With respect to the reported data, the recipients can operate as independent Data Controllers, unless otherwise designated. Personal data collected are also processed by the staff of the Data Controller, acting in compliance to specific instructions in order to respect aims and modes of the processing.*

The personal data processed for the purposes referred to in points **b)** and **c)**, are not subject to physical transfer to recipients located in a third country Extra EU. Personal data are not disseminated.

#### 6 Retention Period

The retention period of personal data is limited to the minimum period of time strictly necessary for the purposes for which they are processed. With respect to the purposes of the Processing indicated:

**b) "processing is necessary for the performance of a contract to which the data subject is party..."**

(Art. 6, Point 1, *lett. b*): Personal data shall be stored for a period not exceeding **3 months** from the date of exit of the vehicle from the defined parking area or from the termination of the reference contract, without prejudice to any renewal thereof;

**c) "processing is necessary for compliance with a legal obligation to which the controller is subject"** (Art. 6, Point 1, *lett. c*): Personal data shall be stored for a period not exceeding **10 years**, from the termination of the reference contract.

Without prejudice in any case to a longer retention period as a function of personal data related to specific requests by the Prosecutor's Office and/or competent Judicial Police, as part of a specific investigation. Upon expiration of this retention period, the personal data shall automatically be deleted from the relevant media or rendered anonymous in a permanent and irreversible manner.

#### 7 Rights of the Data Subject

The Data Subject may contact the Data Controller at any time, for the exercise of his/her rights and, specifically, request:

- the **access** to his/her personal data (Art. 15 GDPR);
- the **rectification** of his/her personal data (Art. 16 GDPR);
- the **erasure** of his/her personal data (Art. 17 GDPR);
- the **restriction of processing** of his/her personal data (Art. 18 GDPR);
- the **portability** of personal data (Art. 20 GDPR).

The Data Subject shall have the right to exercise the below-mentioned rights at any time:

- **Withdrawal** of processing consent to his/her personal data (Art. 7, Comma 3, GDPR);
- **Object** to the processing of his/her personal data (Art. 21 GDPR);
- **Lodge a complaint** to a Supervisory Authority (Art. 77 GDPR).

There are no automated decision-making processes, including profiling, producing legal effects concerning the Data Subject or similarly significantly affecting him or her (Art. 22 GDPR).

#### 8 Methods of Exercising the Rights of the Data Subject

The Data Subject shall have the right to exercise the above-mentioned rights at any time, by contacting the Data Controller, even by filling in and sending the **Rights Exercise Form** that can be found in the Policy Web page of the Web site [www.vtp.it](http://www.vtp.it). The Rights Exercise Form is an integral and substantial part of this privacy policy. The exercise of the rights of the Data Subject can take place by the following means:

- By sending an e-mail to the following address: [titolare.trattamento@vtp.it](mailto:titolare.trattamento@vtp.it)
- By sending a fax to the following number: **0039 041 240 3091**

The updated list of any Data Controllers under Art. 28 GDPR, and of any person acting under the authority of the Data Controller under Art. 29 GDPR is available at the Data Controller headquarter's address.

(01/02/2023)