



1. OBJECT

These general contract conditions (hereinafter "General Conditions") govern the sale of the service, as defined below, by Trieste Terminal Passeggeri SpA, with registered office in Punto Franco Vecchio - Molo IV c / o Magazzino 1 - 34135 Trieste (TS), Tax Code and VAT number 01125570323 (hereinafter "TTP"), concluded remotely through the TTP website: www.triesteterminal.it (hereinafter the "Site").

The Customer is required, before submitting his/her purchase order (hereinafter "Order"), to carefully read these General Conditions since the forwarding of the Order implies the full knowledge and express acceptance of these General Conditions and of the "Rental regulation of unattended car parking" (hereinafter "Regulation").

A copy of the General Conditions will be sent to the customer automatically by the system, together with the booking confirmation, by e-mail, in compliance with what is indicated in the following art. 3.

2. RESERVATION

The service provided by TTP consists of the parking service by renting parking spaces in the specific dedicated areas (hereinafter "Parking areas") located in Molo Fratelli Bandiera, 1, 34123 Trieste and managed by TTP itself.

The Customer acknowledges and accepts that the service will be provided without the obligation of vigilance or custody and surveillance of the vehicle parked by the user and without the use of the parking spaces implying delivery or reception in custody of the vehicle. TTP is not responsible for damage, vandalism and / or theft, worn or attempted, of both the vehicle and the accessories, luggage or other objects left in the vehicle.

The Customer is obliged to reserve and purchase the parking space within the Parking Areas on the Site by and no later than 3.00 pm on Friday before the scheduled embarkation date (if the ship call is on Saturday or Sunday), or no later than 3.00 pm on the day prior the embarkation date - subject to availability of places.

Once the booking process is completed, an Acceptance E-mail will be sent automatically by the booking system, as per art. 3). The acceptance email together with the license plate number of the vehicle, will be necessary for entering the parking lot as indicated in the Regulation.

Inside the car park it will be possible to choose any of the available pitches. It is not possible to choose a specific pitch. The purchase / booking is individual and not transferable to third parties and is valid only for the period specified in the summary screen that appears on the Site before the Customer submits the Order (hereinafter "Summary Screen"), and which will be confirmed in the Acceptance E-mail referred to in the following art. 3). TTP has the right to refuse the booking if not in compliance with what stated here above.

The Customer acknowledges and accepts that TTP is free to apply at any time, by giving notice on the Site, discounts or promotions subject to availability. If the stay is longer than the booked period, the Customer is required to communicate it by E-mail or by filling in the appropriate form on the website

(<https://www.triesteterminal.it/contatti/>) at least 3 days before the arrival at the parking lot, in order to check the availability and to proceed with the advance payment of the amount due according to the current rates indicated in the Regulations for the extension of the parking. The foresaid will apply regardless of the cause of the extension of the stay, unless the same is caused by proven negligence of TTP.

Before submitting the Order, the Customer is required to carefully read the Regulation and the Conditions, published on the Site. The Customer declares that, by accepting these General Conditions, he/she also accepts the Regulation.

3. CONTRACT CLOSURE

The main features of the Service purchased and the relative price will be indicated in the Summary Screen. The Customer is fully responsible for the truthfulness of the data entered when booking / placing the order. The Customer also acknowledges that the correct insertion of data and above all the vehicle registration number will facilitate the entrance to the parking area.

For the purpose of placing the Order, the Customer must:

- (i) select the Service he/she intend to purchase;
- (ii) accept these General Conditions;
- (iii) accept the privacy policy referred to in article 7 below;
- (iv) select the payment method;
- (v) make the non-refundable payment, after which the Order will be automatically forwarded to TTP;
- (vi) accept the Regulations

When forwarding the Order, the Customer submits a contractual proposal to purchase the Service, specifically identified in the Summary Screen, addressed by the Customer to TTP and binding for the Customer.

TTP will send an E-mail containing the acceptance of the Order. The receipt of the E-mail by the Customer is to be considered as contract closure between the parties for the purchased Service. The Service is identified in the Summary Screen.

Any modification / correction to the data entered by the Customer in the Order can be made by the Customer before forwarding the Order.

This contract starts from the receipt of the Automatic Acceptance E-Mail by the Customer, until the moment the vehicle leaves the parking areas.

TTP reserves the right not to accept the Customer's Order in case of:

- non-availability of the Parking in the period selected by the Customer;
- unsuccessful payment;
- booking attempted after 3.00 pm on Friday before the scheduled embarkation day (if the embarkation should start on Sunday), or after 3.00 pm on the day before the scheduled start of the ship call.

With the Order Acceptance E-mail, the customer will receive these General Conditions, the Regulation and the confirmation receipt containing the following information:

- the summary of the main features of the Service;
- the total price of the Service including taxes or duties;
- a booking code to be used in any further TTP communication relating to the Service purchased.

4. FEE - PAYMENT METHODS

The tariffs and any other costs of the Service will be analytically indicated on the website before placing the Order. The amount due for the Service selected by the Customer will be specifically indicated in the Summary Screen in Euro and inclusive of all applicable taxes or duties.

Without prejudice to the provisions of the following art. 6 in the matter of withdrawal, the Customer accepts that the rates are not refundable in any case.

For the payment of the fee, the customer can choose to pay by logging into PayPal or paying by credit card. TTP cannot be held responsible if the card circuit does not work due to restrictions of the Client's country of origin or of any other kind. At no time during the purchase procedure TTP will be able to know the information relating to the customer's credit card, entered by the customer directly on the website of the online payment manager by credit card. No TTP information archive will keep this data. In no case TTP can therefore be held responsible for any fraudulent and undue use of credit cards by third parties, when paying for the service purchased on the Site.

5. BOOKING CHANGES

Without prejudice to the provisions of article 6 below, the Customer may change the vehicle's license plate number with respect to what was previously communicated at the time of placing the Order, up to 3.00 pm on Friday before the embarkation date (if the parking stay should start on Sunday), or before 3.00 pm on the day prior the day scheduled for entry to the parking lot.

6. CANCELLATION PENALTIES.

After 14 days from booking and payment, the Customer accepts that the rates are not refundable in any case.

7. INFORMATION PURSUANT TO EU REGULATION 2016/679 ("GDPR")

WHY THIS NOTICE

This information will allow the Costumer to know in detail how the personal data he/she provided will be processed by filling out the form to take advantage of the services offered by Trieste Terminal Passeggeri.

WHO IS THE DATA CONTROLLER

Trieste Terminal Passeggeri S.p.A is the owner of the processing Costumers' personal data.

The headquarters are located in Punto Franco Vecchio Molo IV - 34135, Trieste, and the contact details are as follows: privacy@triesteterminalpasseggeri.com

WHAT TYPE AND NATURE OF THE DATA ARE PROCESSED

When filling out the form on the site, personal data will be collected, i.e. data that allow identification, even indirect, such as name, surname, address, E-mail, vehicle data used, or other data that will be spontaneously release when filling in the free space.

DATA OF MINORS OF 16 YEARS

Minors under the age of 16 are not authorized to provide any personal data or register to the site. If it is verified that the statements made are not true, all data received will be deleted.

PURPOSE AND LEGAL BASIS OF LAWFULNESS OF THE PROCESSING

The collected data will be used for the following purposes:

- to allow the release of information upon data owners' request.
- for the execution of the requested service.
- to manage any relationship with the Customer from a contractual, accounting, tax point of view;

The data of a common nature may be processed even without the Customer specific consent and this to satisfy Customer requests and for the pre-contractual and contractual purposes related to the requested service, as well as to fulfil the related legal obligations to which the Data Controller is subject.

The Customer is free to provide his/her data, but in the absence of the requested data it will not be possible to conclude or execute the service and his/her requests.

DATA PROCESSING

The processing of Customer data takes place at TTP office, through the use of telematic, paper, electronic or automated tools and is carried out by authorized and instructed subjects within the limits of the task assigned to them, for the time strictly necessary to achieve the purposes for which they are been collected.

Customer data, in particular, will be kept for the duration of the contract and, afterwards, for the time necessary to fulfil tax obligations, or for other purposes provided for by law or regulation. In the absence of a contract, the data will be deleted after 12 months from collection.

COMMUNICATION AND DISCLOSURE OF DATA

Customer personal data may be disclosed to the following categories of subjects:

- a) to TTP suppliers and to companies that manage payments (PayPal) to provide Customer with the requested service;
- b) to data processing companies and IT services, professionals, companies or consultancy firms, companies operating in the supply of services for the execution of the contract.

These subjects will operate as independent Data Controllers, or will be designated as Data Processors with a specific contract or legal act.

The subjects to whom this option is granted by law or regulations (e.g. public safety authorities) will be able to access the data.

The data will not be subject to an automated decision-making process, nor will profiling of any kind be carried out.

Personal data will not be disclosed, nor will it be transferred to third countries or to international organizations

RIGHTS OF THE INTERESTED PARTY

Here below the rights recognized to Customers:

- To request access to Customer personal data and information relating to them; the correction of inaccurate data or the integration of incomplete data; the cancellation of personal data (upon the occurrence of one of the conditions indicated in art.17, paragraph 1 of the GDPR and in compliance with the exceptions provided for in paragraph 3 of the same article); the limitation of the processing of personal data (if one of the hypotheses indicated in art.18, paragraph 1 of the GDPR occurs);
- To request and obtain - in the event that the data processing is legally based on the contract or on the consent and the same is carried out automatically - personal data in a structured and readable format by automatic device, also for the purpose of communicating such data to another data controller (so-called right to portability of personal data);
- To oppose at any time the processing of personal data, including profiling, in case of particular situations concerning the Customer;
- To withdraw consent at any time, limited to the cases in which the processing is based on the consent of one or more specific purposes and regards common personal data (for example date and place of birth or place of residence), or particular categories of data (e.g. data revealing health or sexual life). The treatment based on consent and carried out prior to the revocation of the same, however, retains its lawfulness;

Customer requests should be addressed to Trieste Terminal Passeggeri S.p.A. to the contact details indicated above.

If Customer considers that there is a violation in the processing of his personal data, he/she can lodge a complaint with the Supervisory Authority of the place where you usually reside, work or where the alleged violation occurred. TTP informs that in Italy one can lodge a complaint with the Data Protection Authority.

8. CUSTOMER OBLIGATIONS

The Customer acknowledges that the Acceptance E-mail sent by TTP must be carefully kept and taken with him/her (in paper or electronic format) when going to the Parking lot as proof for recognition of supply the service. The Customer also accepts that in the event of loss of the Acceptance E-mail or the reservation number, TTP cannot be held responsible in the event of any delays in the supply of the Service.

For the remaining obligations and prohibitions of the Customer, please refer to the Regulation.

9. GENERAL PROVISIONS

Acceptance of these General Terms and Conditions is necessary for placing the Order.

The General Conditions may be modified and the most updated version will always be available on the TTP Site. TTP reserves the right to modify these General Conditions at any time, without notice, without prejudice to the fact that the Customer Order, accepted by TTP, in accordance with the provisions defined in these General Conditions, will be governed by the General Conditions contained in the E-mail of Acceptance. By purchasing the service, the Customer declares to be at least 18 years old.

These General Conditions are governed by the provisions on distance selling, contained in Chapter I of Title III of Part III of the Consumer Code (Legislative Decree no. 206/2005) and by the rules on electronic commerce referred to in D . Lgs. N. 70/2003 (Italian Law).

For any need or complaint related to the purchase of the Service on the Site, the Customer may contact TTP at the following e-mail address: info@triesteterminalpasseggeri.com; it is specified that no complaints can be taken into consideration after 30 days after the vehicle left the parking lot.

The nullity, even only partial, of one or more clauses of these General Conditions will not result in the nullity of the same, nor that of the remaining partially null clause.

In the event that an error occurs while placing the Order, a message will be displayed on the screen reporting that the reservation has not been confirmed.

10. APPLICABLE LAW AND COMPETENT COURT

Pursuant to art. 5.1 of the Consumer Code, the jurisdiction for civil disputes that may arise in relation to these General Conditions is the judge of the Customer's place of residence or domicile, if located in the territory of the Italian State. In all other cases, the Court of Trieste will have exclusive jurisdiction.

These General Conditions are governed by Italian law.

Although not expressly provided for in this contract, reference is made to the rules dictated by the Italian Civil Code book IV, title II.

Pursuant to and for the purposes of art. 1341 and 1342 of the Italian Civil Code, the Customer declares to have read and expressly accept the clauses referred to in the following articles:

1. Art. 1 "Object"; art. 2 "Reservation"; art. 3 "Conclusion of the Contract"; art. 4 "Consideration - Payment methods" "; art. 5 "Changes to the booking"; art. 6 "Cancellation penalties"; art. 7 "Information pursuant to EU regulation 2016/679 ("GDPR"); art. 8 "Customer Obligations"; art. 9 "General Provisions"; art. 10 "Applicable law and jurisdiction".