

General Terms and Conditions for the sale of VIP LOUNGE entrance, and FAST-TRACK services at Venice Airport on shop.veneziaairport.it

Article 1. Scope and conclusion of the Contract

- a) By checking the appropriate acceptance box when confirming the purchase, as Customer, you enter into a contract with SAVE S.p.A, with registered office in Viale Galileo Galilei 30/1, 30173 Venezia Tessera, with Tax and VAT number 02193960271 (hereinafter referred to as "SAVE"), email quality@veneziaairport.it. This Contract grants the Customer, depending on the selected service (either "FAST TRACK" or "VIP LOUNGE"), upon payment of the applicable fee, the right to priority access to security gates at Venice Marco Polo Airport (hereinafter "Fast-Track"), and/or the right to access the Marco Polo VIP Lounge at Venice Airport (hereinafter "VIP Lounge").
- b) These General Terms and Conditions of Contract (hereinafter the "Terms and Conditions") regulate the booking, payment and conditions for the use of Fast-Track and for entry to the VIP Lounge at Venice Marco Polo Airport (hereinafter the "Services" or individually the "Service") and the procedures for using such Services.
- c) The conclusion of the Contract giving the right to benefit from the Fast-Track and VIP Lounge Services takes place through the SAVE website (shop.veneziaairport.it), by selecting the appropriate acceptance box when confirming the purchase of each service.
- d) By confirming the purchase of the Services, the Customer expressly accepts these Terms, which shall be deemed to be governed by the provisions on online sales set forth in *Capo I* of *Titolo III* of *Parte III* of the "Consumer Code" (Legislative Decree No. 206/2005) and the rules on electronic commerce set forth in Legislative Decree No. 70/2003.
- e) To confirm the purchase of the Services, the Customer shall: select the date of interest to use the Service(s); select the desired Service(s); enter their personal data, contact data, billing data, as well as the additional data indicated as mandatory in the booking form; declare that they have read and accept these Conditions, and that they have received the information referred to in Art. 49 of Legislative Decree no. 206/2005 (Consumer Code) including those relating to exercising the right of withdrawal and the obligation to pay the envisaged fee; confirm acknowledgement and acceptance of the binding clauses; confirm acknowledgement of the information on the processing of personal data (as per Art. 13 of the GDPR, EU Reg. 2016/679); at the same time, paying the required fee for the Service purchased, by means of electronic payment.
- f) SAVE guarantees, under Art. 51(2) of the Consumer Code, that when placing an order for the Service/s, the Customer expressly acknowledges that such order implies an obligation to pay a fee.
- g) The placing of the order for the Service/s by the Customer constitutes a contractual proposal for the purchase of the Service/s, which is concluded with the email confirmation of the purchased Service/s by SAVE and the successful completion of the payment for the Service/s.
- h) SAVE reserves the right not to accept the Customer's order, giving express notice that will be sent to the Customer, in the event of: non-availability of the Service after sending the purchase order and before receiving the confirmation email; failed payment; previous defaults by the Customer towards SAVE.
- i) Confirmation of the purchased Service/s will be sent to you by email, containing the details and information required to use the Service/s.
- j) SAVE may amend these Conditions at any time, on the understanding that the purchase made by the Customer shall remain governed by the Conditions in force at the time the contract was concluded, as defined in Article 3 below.
- k) Customers who have also registered on the SAVE website (by logging in with their user ID and password) will also be required to accept these Conditions with each purchase/booking of Services,

on the understanding that each such Service purchased shall be governed by the Conditions in force at the time the relevant purchase order is sent.

- l) Registered users (Customers) of the SAVE website (with login via their user ID and password) will be recognised by the system by entering their access credentials (email and password). Thus, if they make a new registration using a different personal email address, they will be recognised as a new User/Customer. If the email address referred to in the registration is deactivated, Users interested in maintaining a login on the SAVE site will have to re-register on the SAVE site using a different email address.

Article 2. Services

- a) The Services that can be purchased concern, respectively, the use of Fast Track (right of priority access to security checkpoints at Venice Marco Polo Airport), and/or the right to access the VIP Lounge at Venice Marco Polo Airport. The Services are sold according to the availability of the individual Service selected by Customers when confirming, and at the price indicated when Customers finalise their purchases.
- b) Customers may access the Services in accordance with the terms indicated in the confirmation email for the Service purchased (e.g. by barcode/QRcode reading), on the day and at the times indicated in the same notification, on the understanding that access beyond these time limits, or on a date beyond the deadline, results in the denial of access to the Service/s.
- c) The purchase of the Service is individual and non-transferrable or assignable to other persons, under penalty of non-recognition of the conditions and price agreed for access, and is valid only on the dates and times indicated in the confirmation of the purchased Service/s.
- d) The services provided in the VIP Lounge are:
 - Hot and cold food;
 - Soft drinks, tea, coffee, alcoholic beverages;
 - Internet Wi-Fi;
 - Flight Information System;
 - Power sockets for laptop and phone charging.
- e) Admission to the VIP Lounge will be granted subject to showing the documentation proving the purchase of the service in accordance with the terms and conditions set out in the email confirming the service.
- f) The authorised personnel in the VIP Lounge allow passengers to enter up to 3 hours before the scheduled take-off time of their flight.
- g) For each passenger, the maximum length of stay in the VIP Lounge is 3 hours, unless the flight is delayed, and the authorised SAVE staff in the VIP Lounge may request passengers to leave the VIP Lounge after this time expires.
- h) The authorised personnel of the VIP Lounge reserve the right to refuse access to the VIP Lounge to any passenger if they are not considered sober or sufficiently orderly to enter and/or appear to be in a condition that may disturb other users from the peaceful enjoyment of the VIP Lounge, or for any other circumstance that justifies refusal of entry.
- i) The authorised personnel reserves the right to temporarily deny a passenger access to the VIP Lounge if the occupancy of the VIP Lounge has reached its maximum capacity.
- j) The procedures for using the services are:
- k) access to Fast Track services at Venice airport will be granted after showing the voucher to the staff in charge of the priority line at the security checkpoints.
- l) The Fast Track voucher is valid for the entry of one passenger and will be scanned at the Fast Track point by the staff supervising the dedicated priority line to check its validity and confirm its use.
- m) Children under the age of 2 are admitted free of charge to the Fast Track and VIP Lounge.
- n) In the event of theft, damage, loss, or non-use, vouchers cannot be replaced or refunded. Any liability of SAVES.p.A. for any improper use of the voucher(s), or for their theft, loss or damage, is expressly excluded.
- o) Vouchers may be used within a period of 1 year from the date of purchase.

Article 3. Commencement and duration

- a) Contracts start on the date of purchase (confirmation and payment) of the booking/purchase on the SAVE website. They end: for Fast Track when using the Service itself, i.e. when passing through the security gates of Venice Airport. For the VIP Lounge Service, when the Customer leaves the Marco Polo VIP Lounge.

Article 4. Fees and payment methods

- a) The fee/price of the Service is displayed to the Customer (in Euro and inclusive of all charges and taxes) both when selecting the Service and before finalising the purchase from the website mentioned above.
- b) The Service purchasing procedure involves advance payment of the amount shown on the SAVE website, which equals the current fee/price when buying at the SAVE website, already including any applicable discounts.
- c) Paying the Service fee to SAVE shall be made by the electronic payment methods specified on the SAVE website.
- d) You acknowledge and accept that the discounts applicable to the purchase the Services vary according to SAVE's sales choices and are subject to availability limits (e.g., they may be based on average levels of Services use, or on the advance bookings of the Services).
- e) The price paid is not refundable, not even if the Service is not used as specified in the article below.
- f) Non-payment or failure to pay, even in part, the amount due to SAVE, causes an instant deactivation of the purchase and/or ticket for the Services until full payment has been received.

Article 5. Partial use

Customers who do not use all or part of the Service/s for reasons not attributable to SAVE are not be entitled to a refund for the unused part of the Service/s.

Article 6. Liability for damages

- a) With reference to the Service of entering the VIP Lounge, the Customer accepts and acknowledges that SAVE shall not be liable for any damage that the Customer may incur while in the VIP Lounge as a result of inappropriate or imprudent conduct by the Customer.
- b) The Customer is solely liable for any direct and/or indirect damage that the Customer may cause to the VIP Lounge and/or property and/or infrastructure of the Airport Operator and/or passengers and/or third parties on the premises of the airport. The Customer shall immediately notify SAVE of any such incidents.

Article 7. Withdrawal, cancellation

- a) The Customer, also as per Section 52 of the Consumer Code in the case of a consumer User, may withdraw/cancel their purchase of the Service, subject to the following conditions:
 - i) cancellation is free of charge within 14 days after payment of the purchased Service ('Withdrawal Period');
 - ii) beyond 14 days after payment, against payment of a fee of 20% of the price, paid or payable, for the Service;
 - iii) If the Customer makes a purchase during the Withdrawal Period (e.g.: 10 days before the foreseen date of access to the Services), the Customer expressly agrees, pursuant to Article 57 of the Consumer Code, that the provision of the Services takes place during the Withdrawal Period, expressly waiving the right to free withdrawal/cancellation, such withdrawal/cancellation remaining subject to the conditions set out in points a) ii) and iii) above.
- b) Withdrawal must be done by the Customer from the 'Manage Booking' section of the SAVE website.
- c) In the aforementioned cases of withdrawal/cancellation, SAVE will reimburse the price for the purchased Service through the same means of payment used by the Customer for the purchase,

unless otherwise agreed on between the Customer and SAVE, after deducting the fees as per letter a) points ii) and iii) above, within the following 7 working days.

- d) If the Customer has purchased several Services, they must make a separate withdrawal/cancellation request for each Service.

Article 8. Modification of Service

- a) The modification of a purchased Service (e.g. change of date, time) will receive a full refund of the sum paid, and the subsequent full purchase of a new Service at the rates in force at the time of the new purchase on the SAVE website, and according to the availability of the Services at that time. Refunds for changes will be made to the same financial tool (card, bank, etc.) used for payment, within the following 7 working days.
- b) The modifications referred to in this Article must be made by the Customer via the "Manage Booking" section of the SAVE website, or according to the instructions indicated in the confirmation of the purchased Service.

Article 9. General rules of conduct while in the VIP Lounge

- a) While in the VIP Lounge and accessing the Fast Track security check, Customers are required to behave in a correct and dignified manner, avoiding actions that may disturb other people in the VIP Lounge and the Fast Track security check lane, including service personnel, and refraining from actions that may cause damage to other people, furnishings or airport property. Also, smoking outside the designated smoking areas is prohibited to all.
- b) Failure to comply with the above rules of conduct will entitle SAVE to warn Customers against continuing the prohibited conduct, and will also give SAVE the right to order Customers to leave the VIP Lounge.

Art. 10. Information, complaints and notifications

The contact details for any notifications or requests for information by the Customer are published in Article 1 of these Conditions, and on the SAVE website.

Article 11. Applicable law and exclusive court of jurisdiction

- a) These Terms and Conditions are governed by Italian law.
- b) If the Customer is a consumer, under Article 3 of the Consumer Code, any disputes arising in connection with these Terms and Conditions shall be referred to the courts of where the consumer resides or has his/her elective domicile, if in Italy. In all other cases, any dispute relating to these Terms and Conditions shall be referred to the exclusive jurisdiction of the Court of Venice.

Article 12. Privacy

Customers' personal data will be processed by SAVE in its capacity as Data Controller in compliance with EU Reg. 2016/679 and relevant legislation, as per the privacy policy available on the website shop.veneziaairport.it.

RESTRICTIVE CLAUSES

Pursuant to and for the purposes of Articles 33 and 34 of Legislative Decree 206/2005 and Articles 1341, paragraph 2, and 1 of the Italian Civil Code, the following restrictive clauses contained in the General Terms and Conditions of Contract are specifically approved: **Art. 1. Scope and conclusion of the Contract; Art. 3. Commencement and duration ; Art. 4. Fees and payment methods ; Art. 5. Partial use; Art. 6. Liability for damages; Art. 7. Withdrawal, cancellation; Art. 8. Modification of Service; Art. 9. General rules of conduct while in the VIP Lounge; Art. 10. Information, complaints and notifications; Art. 11. Applicable law and exclusive court of jurisdiction;**