

(\*) The General Conditions for "Events on board" can be viewed at [www.grimaldi-lines.com](http://www.grimaldi-lines.com) at the bottom of the trip program page.

(\*\*) The General Conditions communicated at booking apply to Grimaldi Lines Groups.

These General Conditions are valid for all tickets issued by or before 31/12/2019.

Grimaldi Group S.p.A. acts as an agent for Carrier Grimaldi Euromed S.p.A. The Carrier for the sea route is indicated on the passenger ticket.

Passengers, their luggage and accompanied vehicles are exclusively transported at the Carrier's Terms and Conditions. By purchasing the ticket, the passenger accepts the Terms and Conditions indicated below.

Similarly at the time of reservation and/or purchase of the ticket, the passenger authorises ipso facto the processing of personal data as specified in the Privacy Policy set out at the end of this document and in accordance with Legislative Decree No. 196/2003.

## 1. DEFINITIONS

"Carrier" means the Owner of the vessel that performs the sea transport.

"Luggage" means hand luggage owned by the passenger, not registered, or stowed in or on the vehicle or deposited in one of the vessels baggage storage room, and that contains only personal belongings.

"Accompanied vehicle" means any motor vehicle (including towed vehicles) for the carriage of persons, not carrying goods for sale, owned or legally available to the passenger indicated on the passenger ticket.

## 2. POWER OF THE MASTER

The Master has the right to proceed without pilot, to tow and assist other vessels under any circumstance, to deviate from the standard route, to call at any port, to transfer passengers and their luggage onto another vessel for the continuation of the journey. The Carrier and, on its behalf, the Master of the vessel have the right to refuse embarkation to any passenger whose health conditions, at their sole discretion, do not permit them to make the journey. Furthermore, during the journey, in any port, the Carrier and, on its behalf, the Master have the right to disembark any passengers who, at their sole discretion, are in such health conditions that do not allow the continuation of the journey or whose behaviour represents a danger or a serious disturbance to the other passengers or the crew. Any passenger on board the vessel is subject to the disciplinary power of the Master for all matters concerning safety and the navigation. The Carrier and the Master have the right to follow any order or directive given by governments or authorities of any state or by subjects that act or declare to act on behalf of or in agreement with such governments or authorities or by any other individual who, based on the conditions of the insurance policy covering war risks to the vessel, can issue such orders or directives. All actions and omissions taken by the Carrier or Master in execution or as a consequence of such orders or directives shall not be considered as breach of contract. The disembarkation of passengers and their luggage as a consequence of such orders or directives release the Carrier from any liability for the continuation of the journey or the repatriation of the passengers.

## 3. THE VESSELS

The vessels in service are passenger Ro/Pax or CRUISE Ferries, suited to transport passengers and freight.

## 4. BOOKINGS

Bookings can be made at a Travel Agent, at Grimaldi Lines offices and agents or on-line at [www.grimaldi-lines.com](http://www.grimaldi-lines.com). The ticket is payable upon confirmation. The payment of the fare

is due to Grimaldi Lines at booking. No booking is confirmed without full payment of the fare. No passenger ticket can be issued without payment.

For security reasons the names of the passengers, the information concerning ID document, the type and the registration number of the vehicle as stated on the ticket have to correspond to the departing passengers and their vehicles. Otherwise, access to departure gates and boarding may be refused.

## 5. APPLICABLE LAW

The contract for the carriage of passengers, their luggage and vehicles is governed by Regulation (EU) No. 1177/2010, the Athens Convention of 13/12/1974 as amended by the London Protocol of 01/11/2002, the Italian Navigation Code as interpreted in accordance with the Italian legal system and any subsequent amendments to the aforesaid law and/or any new sector regulations.

In accordance with and with the effects of Article 19 (VI) of Regulation (EU) No. 1177/2010, the carrier establishes that the minimum threshold below which the economic compensation is not expected is € 6 (six).

Exemptions and exoneration of the liability of the Carrier as per Article 20 of Regulation (EU) No. 1177/2010 as well as those provided by the Italian Navigation Code and any applicable national and international regulations remain valid.

## 6. TICKETS (Passage Contract)

The passenger ticket is only valid for the persons indicated on the ticket. The ticket is non-transferable.

The ticket can be submitted in paper form, fax, e-mail. At the time of boarding ("check-in") the passenger will be given the "boarding pass" upon presentation of the regular "ticket" and valid documents of the passengers and any accompanied vehicles. The passenger is required to keep both documents ("ticket" and "boarding pass") for the entire crossing; if found without a ticket or boarding pass, the passenger will be required to pay double the ticket cost. In the event of a claim, the passenger will be required to show a copy of both the ticket and the boarding pass, otherwise the claim cannot be processed.

## 7. FARES

For each sea route, the basic rates, divided in accommodations and fixed fees, are published on the Company's website. As explained on the same page, the indicated fares may fluctuate, detailed in advance and in any case prior to the completion of the purchase and payment by the customer.

Pursuant to Article 33 of the Consumer Code, however, the Carrier is entitled to vary the fares before departure and in any case before the reservation has been finalised by the Consumer, both for the outward and the return journeys, providing the Consumer the right to exercise the right of withdrawal as provided for in Article 33 of Legislative Decree No. 206/2005 (so-called Consumer Code).

## 8. LIMITS OF LIABILITY

The liability of the Carrier for the loss of human life, bodily injury and/or loss or damage to luggage, vehicle, valuables, personal effects and/or other property of the passenger shall under no circumstances exceed the limits set by the Athens Convention of 13/12/1974 as amended by the Protocol of London of 01/11/2002 and/or the Italian Navigation Code and/or from other Italian and international legislation in the sector where applicable.

## 9. ON-BOARD DISCIPLINE

The passenger is required to strictly observe the on-board regulations and comply with the regulations in force for maritime transport, in particular those relating to navigation safety.

It is forbidden to smoke on board in all indoor areas. The on-board personnel are legally responsible for ensuring compliance with this prohibition and to report any non-compliance with the relevant Authorities in accordance with Law No. 3 of 16 January 2003 and the relevant implementation agreement of 16 December 2004.

Failure to comply with any statutory provision, on-board rules, order or Authority regulations concerning safety shall be punished in accordance with applicable civil and criminal laws.

In accordance with existing anti-terrorism regulations (ISPS), passengers may at any time be subject to luggage inspection and/or requested to submit identification to the ship's officers.

## 10. EMBARKATION

The passenger must be at check-in at least two hours before departure (three hours before from/to Tunisia and Morocco). For departures from Palermo on Tuesdays and from Tunis on Sundays, please refer to the timetables indicated on the ticket. Boarding may be refused after this time. In high season, queues should be considered. If the passenger does not arrive within this time limit, s/he loses the right to board even if booked.

At the time of boarding, s/he must be in possession of the regular passenger ticket, a valid ID document and any documents required to disembark in the final destination countries and any country where ports of call are located.

Vehicles will be called for boarding in the order set by the Master and/or his/her subordinates and officers, and can be placed on any vessel deck.

## 11. TRAVEL DOCUMENTS

EU citizens, who booked a reservation for Morocco or Tunisia, need their valid passport.

EU citizens who booked a reservation for Spain, Greece, Sardinia, Malta and Sicily just need their valid ID card.

Non-EU citizens, whichever the route they have chosen might be, need a valid passport and a valid residency permit or a visa for Countries belonging to Schengen Zone/ Schengen Visa Zone.

All passengers, including children and infants, must be in possession of a valid ID at the time of check-in at the port (identity card, passport). It will not be allowed in any case the boarding with the mere self-certification ex DPR 445/2000. Otherwise the boarding will be refused, without the right to reimbursement. Before getting on board, each passenger must be sure to have all the documents required at the port of destination; the sea carrier is not responsible for an eventual denial to disembarkation by local authorities, for passengers who have not the required documents.

## 12. EMBARKATION OF UNDER AGED PASSENGERS

In compliance with Regulation (EC) No. 2252/2004, under aged passengers must have their own travel document to embark. (see § TRAVEL DOCUMENTS)

Passengers under the age of 14 are not accepted on board unless accompanied by an adult. If the adult is not one of the 2 parents, a written authorisation in which the parents declare to entrust their child to a legal guardian, signed by both parents, has to be submitted to the Master or the Purser of the vessel. This letter must be accompanied by the valid ID documents of both parents and, in the case of non-EU citizens, the residence permit of the parents that includes the child.

Minors over the age of 14 may be admitted on board the vessel provided they provide the Master/Purser with a waiver signed by both parents, with the documents of both parents enclosed, in which they claim to take full liability for any personal and/or third party damages. Under no circumstances shall the Master and/or other crew member take over the custody, and the consequent liability of the minor on board the ship.

It is understood that the passenger is required to obtain all the necessary documentation required by the country of destination and the Carrier cannot be held liable if such documentation is considered insufficient by the Authorities in the port of destination.

### 13. EMBARKATION OF PREGNANT WOMEN

Women more than 6 months pregnant may only travel if they have a medical certificate authorising travel that was issued no more than 7 days before the departure date. If, however, pregnancy is complicated, the pregnant passenger must possess a medical certificate authorising the journey regardless of how many months pregnant. Boarding will not in any case be allowed to women who are expected to give birth within 7 days of departure or who have given birth within 7 days prior to departure.

In any case, the Master has the right to refuse boarding to anyone who, at his/her sole discretion, is in a state of health that does not permit travel.

In the event that the Master refuses to board the passenger for a justified reason, the Carrier shall only be required to reimburse the cost of the ticket.

### 14. EMBARKATION OF REDUCED MOBILITY PASSENGERS (RMPs)

'Disabled person' or 'person with reduced mobility' (here indicated as RMPs) means any person whose mobility when using transport is reduced as a result of any physical disability (sensory or locomotor, permanent or temporary), intellectual disability or impairment, or any other cause of disability, or as a result of age, and whose situation needs appropriate attention and adaptation to his particular needs of the service made available to all passengers.

The same conditions applied for all the other passengers, when it comes to bookings and tickets, are valid for them too. The carrier and terminal operators will make every reasonable effort to ensure that assistance is provided in such a way that the PMR can embark, disembark and travel on the ship. However, if it is absolutely impossible to board for justified safety reasons and/or where the design of the passenger ship or the port infrastructure and equipment, including the port terminals, makes it impossible to embark, disembark or transport the person in question in safe or concretely feasible conditions, the PMR may be refused booking, the issuance of a ticket and/or denied boarding.

In case their embarkation is denied, they can choose between refund and an alternative transport solution. When RMPs book or buy a ticket or at least 48 hours before the departure, they should report in writing their specific needs for the accommodation, the seat, the services required or the need to bring medical equipment. The request for assistance must be sent to the Company by email to [info@grimaldi.napoli.it](mailto:info@grimaldi.napoli.it) or by fax at +39 081 5517716. For any other assistance, they have to inform the company at least 48h before departure and they need to show up in the agreed meeting point, in advance respect to the published embarkation time.

Where strictly necessary, in accordance with article 8 of the Regulation (EU) No. 1177/2010 of 24 November 2010, carriers, travel agents and tour operators may require that a disabled person or person with reduced mobility be accompanied by another person who is capable of providing the assistance required by the disabled person or person with reduced mobility. As regards passenger services, such an accompanying person shall be carried free of charge.

If a Carrier or a terminal operator, due to its fault or negligence, causes loss or damage to mobility equipment or other specific equipment used by RMPs, he must offer a compensation corresponding to such persons the replacement value of the equipment concerned or, where appropriate, the costs of repair.

The Hotel Manager or any other appointed person ensures the assistance to RMPs. Once the Hotel Manager has been

informed that a RMP is expected on board, an adequate assistance will be arranged: from the embarkation to the disembarkation. The Hotel Manager will highlight the cabins reserved to the RMPs on the ship layout diagram and will give a copy of it to the Captain.

The crew personnel in charge of RMPs assistance must wear a white/blue band on the arm with ASSISTANCE written on it, in order to be easily recognized.

The ticket office ashore must provide the RMPs vehicle with a sticker, which can guarantee parking priority in the dedicated areas.

When boarding, such vehicles must be addressed as a priority towards the parking areas on board intended for them. The above areas allow full mobility of the RMPs and the easy access to passengers' areas.

Before the arrival, the Hotel Manager must inform the destination port agent about all the RMPs needs for disembarkation and assistance ashore.

In case of emergency, the person indicated for the purpose will help the RMPs to reach the meeting place and the embarkation areas.

Ship decks can be easily reached by elevators provided with luminous keyboard, appropriate audio and keys for blind or partially-sighted passengers.

On board there are equipped cabins available for RMPs, in accordance with the current law. In the public areas, tactile guides highlight the paths that lead to the main on-board services. There are also restrooms dedicated and equipped for RMPs. Aboard the ships there are parking spaces reserved for RMPs, highlighted by identification plates and equipped with facilities for fixing wheelchairs.

To make the document containing a Summary of the provisions concerning the Rights of Passengers travelling by sea and inland waterway easily accessible to the PMR, a paper copy of the same is left in the cabin for them; if the PMR is blind or visually impaired, an audio recording containing the same content and a device on which this is recorded will be available at the reception of the ship. The methods for sending complaints are also clarified in the Summary document mentioned above.

The preceding is easily accessible through the direct link of the home page of the website [www.grimaldi-lines.com](http://www.grimaldi-lines.com).

### 15. DRIVERS

A driver means the driver of a commercial vehicle embarked on the vessel. There may be several drivers for a single vehicle. The passenger fare is set by the Grimaldi Commercial Office and must be included in the bill of lading, along with the driver's name and surname.

The latter must be in possession of the ID documents required for the journey and disembarking in the country of destination. For SOLAS and Decree 13/10/1999 purposes, drivers are similar to passengers.

Each driver receives a regular boarding pass at check-in. Drivers must be assigned a seat in the cabin, providing ship availability.

Drivers are entitled to free board.

### 16. HEALTH AND VACCINATIONS

Passengers are accepted assuming they are in good health, both physical and mental. There is a first aid station and hospital/cabin on board.

### 17. INSURANCE

The shipowner and the Carrier have an insurance policy issued by the P & I Club only as regards their liability to third parties.

It is strongly recommended that passengers take out a personal insurance policy against the costs of cancellation, luggage, expenses and medical assistance and repatriation. See the following paragraph for the vehicle.

### 18. ACCOMPANIED VEHICLES

Passenger vehicles are considered as vehicles not containing goods for sale. A vehicle containing anything other than personal belongings is not permitted as an accompanied vehicle and must travel as a commodity. Should boarding be denied because the vehicle, which is included as a passenger accompanied vehicle, contains goods for sale, no refund will be recognised. Only one accompanied vehicle is permitted per passenger.

For Morocco and Tunisia\* the following Extra Height Fees apply, payable directly at the port: 120 euros for vehicles with a height of over 290 cm overall; 120 euros for vans and motorcaravans with a height above 50 cm above the vehicle chassis.

\*For Tunisia, extra height is not anymore allowed for vans/campers disembarking in Tunis. Extra height is yet allowed for vans/campers embarking in Tunis and for embarking or disembarking cars.

Tourist buses, trucks, trailers, lorries and jumbos with or without a driver must travel as cargo.

If the vehicle arriving for boarding has a booking code other than the one indicated on the ticket, the passenger loses the right to board (without refunding the ticket). The difference between the categories plus the change fee will have to be paid to be admitted on board the vessel.

The accompanied vehicle is boarded and disembarked by the passenger, who, when parked in the place indicated by the crew member, must take care to put the vehicle in gear and pull the handbrake. The vehicle must be locked. Access to the garage area remains categorically forbidden throughout the entire journey. Inoperable vehicles cannot be boarded and will have to travel as cargo.

At the time of embarkation, it is obligatory to declare whether the accompanied vehicle is equipped with a methane or LPG fuelling system. The vehicle methane fuel supply system must comply with all relevant regulations in force and this compliance must be duly certified in the registration booklet. During the time the vehicles are stowed on board, methane tank cut-off valves must remain closed.

The Passenger must be in possession of all the documents necessary for disembarking and customs clearance of the vehicle in the port of destination. The carrier cannot be held liable in case of incomplete documentation. All costs and expenses arising from the embarkation, disembarkation and customs clearance of the vehicle shall be borne by the passenger.

Any damage caused by the vehicle to the vessel and/or third parties must be compensated directly by the Passenger who caused them, or through his/her insurance. However, the Passenger may at any time be required to sign a liability declaration before disembarking from the vessel.

We recommend covering the risk of transport by sea with an adequate insurance policy; the Carrier does not provide any insurance coverage except for his own liability, and within the limits imposed by the Italian Code of Navigation or, if applicable, by an international convention. The classification of vehicle categories is at the discretion of the Carrier and is published on the website [www.grimaldi-lines.com](http://www.grimaldi-lines.com).

### 19. LUGGAGE

Only luggage containing personal effects is allowed on board. The luggage must not contain any goods intended for sale. Dangerous and harmful goods are not allowed (the list of dangerous and harmful goods includes, but is not limited to: weapons, explosives and drugs).

Passengers are requested to carry the luggage necessary for the crossing with them since the garage decks remain closed during navigation. Each passenger with cabin accommodation is entitled to bring a single suitcase on board. Passengers with armchairs or bridge passage can only carry a small carry-on baggage. Excess baggage above these limits,

except those placed in or on the accompanied vehicle, must be deposited in the luggage compartment by paying the relative price.

Household items and furnishings must be registered and stowed in the garage at a fee.

The Carrier's liability for checked baggage may not exceed the limits set by the Athens Convention of 13/12/1974 as amended by the Protocol of London of 01/11/2002 and/or the Italian Navigation Code and/or other applicable Italian and international sector legislation, and within the limits of 30 kg per person per unchecked baggage including those possibly placed in or on the accompanied vehicle or stowed in the vessel's baggage storage area (under Article 410 of the Italian Navigation Code).

The Carrier cannot be held liable in any way for any theft, loss or damage of jewellery, money, documents, manuscripts, valuables and valuables, wherever they are stowed on board.

## 20. CURRENCY

The currency on board is the Euro. There is no currency exchange. Cheques are not accepted.

## 21. CHILDREN

Children's discounts are indicated in the fare schedule. The age of the child must be documented. The day of embarkation of each single journey is used as a reference.

## 22. PETS

Pets are considered all animals that may be regularly owned under the regulations in force in the passenger's country.

There are specific accommodations for dogs and cats, other animals (rabbits, birds, hamsters, etc.) must travel in carriers owned by the passenger. They are not admitted in cabins, in the lounge armchairs and common areas; they are allowed on external decks, where they can safely walk along with their owners, putting leash and muzzle on them.

In addition, the passenger must provide food for the animal as the crew is in no way obliged to provide food, except for water. The passenger must personally take care of the animal and is obliged to remove any excrement, or other, it produces. The passenger is liable for the accompanied animal. Damage to the vessel, to persons or property, must be compensated on the spot. The passenger is also responsible for the vaccinations and other procedures required to travel or to disembark at the port of destination. The transport of animals other than pets is to be excluded as "accompanied" and should be treated with "custom" agreement.

Pets must be booked either directly online on the company's website, through the Call Centre or through the branch offices that have direct access to the computerised booking system, provided vessel availability.

When transporting pets (dogs, cats, and ferrets), it is mandatory that you have the following on hand:

- for transportation between Schengen Area Countries or Schengen Countries to an Extra Schengen Country: European Passport (PET), leash and muzzle to be put on to access the common areas;
- for national routes: registration with the canine registrar (registered microchip), a health certificate issued by a veterinarian, leash, and muzzle to be put on to access the common areas.

Dogs, cats, and ferrets that are brought into the EU from Tunisia and Morocco must be identified by a clearly legible microchip or tattoo if it is affixed before 03/07/2011. The following documents must be presented upon boarding:

Health certificate according to Annex IV to Implementing Regulation (EU) No. 577/2013;

Copy of the certificate of the electronic identification data of the animal;

Copy of the certificate of the data of the vaccination against rabies. In addition to the rabies vaccination, these animals must be subjected to the so-called "antibody titration" (a

special examination to be carried out at least one month after the rabies vaccination in a laboratory approved by the EU, to ensure the presence of a minimum protective level (greater than 0.5 IU/ml)). The test result must be attached to the documents to be presented upon boarding, and the minimum protective level resulting from the tests must be stated on the animal health certificate or passport.

In any case, please note that animals transported must comply with all health documents required at the time of the trip.

For updated information on the transport of pets, please always consult the Italian Ministry of Health website and the European Union website before booking and starting your trip. If a passenger checks in with an animal indicated on the ticket, the port agent will proceed as follows:

- check for specific on-board available space;
- collect the fee, issuing a ticket;

The Master shall enforce the rules for the transport of animals. Under no circumstances can the presence of pets in the cabin and passenger areas or inside the passenger vehicles be tolerated.

In case a passenger is found with an animal on board, not indicated on the ticket, this is to be excluded as "accompanied" and should be treated with a "custom" agreement.

Visually impaired passengers may travel with their guide dog, in accordance with the national (Law No. 376 of 25 August 1988), international and EU regulations (Article 11.5 of Regulation (EU) No. 1177/2010), at no extra cost.

The guide dog can travel in the cabin together with the passenger. The presence of the guide dog must be reported at the time of embarkation.

Where a disabled person or person with reduced mobility is accompanied by a recognised assistance dog, that dog shall be accommodated together with that person, provided that the carrier, travel agent or tour operator is notified in accordance with applicable national rules on the carriage of recognised assistance dogs on board passenger ships, where such rules exist.

Limitations and restrictions on the transport of pets are necessary for the benefit of all passengers.

## 23. PASSENGER CANCELLATION CONDITIONS

Cancellations must be notified in writing to the Carrier's office, either directly or through the Travel Agency.

Special fare tickets are non-refundable.

For standard fare tickets, the following penalties apply to the total amount of the ticket, including passengers, accommodation supplements and any accompanied vehicles and other:

- 10%, plus fixed fees, up to 30 calendar days before departure;
- 30%, plus fixed fees, 29 to 7 calendar days before departure;
- 50%, plus fixed fees from 6 to 2 calendar days prior to departure;
- 100%, plus fixed fees, from the day before and/or for no show.

Meals on board and shuttle bus services are non-refundable in the event of a cancellation fee of 100% or no show.

Tickets with special agreement are refundable in accordance with the above conditions if standard fare, otherwise they are non-refundable.

No refund is due for denied boarding due to refusal by the authority or lack/insufficiency of passenger or vehicle documents.

Passengers are advised to take out an insurance policy to cover the above mentioned penalty for cancellations.

## 24. PASSENGER CHANGE CONDITIONS

All tickets, both at standard and special rates, are subject to restrictions in case of change, or payment of any change

costs of 30.00 euros and fare differences, if the change entails a higher cost than the original one.

Requests to add and/or change dates, times, routes, passengers, accommodations, vehicles etc. will be accepted within the limits of passenger seats and garage spaces available on board (variables based on the date and the sea route) and are therefore subject to availability.

The Carrier reserves the right to launch time-limited extraordinary promotional campaigns during the season, whose tickets may not be modifiable and are non-refundable as specified in the applicable terms and conditions of the special offers.

### Date change

It can be requested up to 2 days before the date of departure, subject to payment of any fare adjustment. A 30.00 euros change fee applies.

### Accommodation Change

It may also be requested on the day of departure, subject to payment of the fare difference due to the new accommodation. No change fees apply.

### Vehicle Change

It may be requested until the day of departure, subject to payment of the fare difference due for the new vehicle, if the change includes a change of category. No change fees apply.

### Name Change

It can also be requested on the day of departure. No change fees apply.

### Additional Passenger (adult/child/infant)

It may also be requested on the day of departure, subject to payment of the cost of the new passenger and any accommodation. No change fees apply.

### Additional Vehicle

It may also be requested on the day of departure, subject to payment of the cost of the new vehicle and any fixed fees. No change fees apply.

### Additional Pets

It may also be requested on the day of departure, subject to payment of the cost of the animal. No change fees apply.

### Additional Meals/Services

It can also be requested on the day of departure, after paying the cost of the meal/service. No change fees apply.

### Additional Shuttle Bus

It can also be requested on the day of departure, after paying the cost of the service. No change fees apply. If added on the same day of departure, please check whether the service is available in advance by calling the Call Centre at 081 496 444.

### Morocco & Tunisia Route Exceptions

#### Date Change

May be requested up to the day before departure. No change fees apply.

For requests received on the day of departure, 30.00 euros change fee applies plus any fare adjustment.

#### Name Change

For tickets with special Return Discount fares, the name change can only be requested up to 2 days before the outbound trip. No change fees apply.

The Company reserves the right to modify passenger ticket cancellation and change conditions.

**25. CLAIMS**

Any claims must be received by the Carrier, in writing. Grimaldi Lines and the Carrier reserve the right to change the General Change and Cancellation Terms for certain departures.

**26. CONTROVERSIES**

- All disputes arising out of the passenger transport contract will be referred to the Chamber of Commerce of the place of residence and/or domicile of the consumer and resolved in accordance with the Settlement Code adopted by the same.
- The settlement attempt referred to in paragraph 1 above constitutes a condition for the legal proceedings in accordance with Article 5, paragraph 5 of Legislative Decree No. 28/2010.

**DECREE 13/10/1999**

(Directive 98/41/EC on the registration of persons aboard passenger ships)

At the time of booking, the customer must provide the following information: surname, name, nationality, date of birth, gender, ID document number (for non-Schengen routes only), cell phone number, e-mail address. In addition, the passenger can indicate any special needs for care and/or assistance in emergency situations. The provided data will be processed in compliance with Law No. 675 of 31 December 1996.

**27. INFORMATION POLICY ON THE PROCESSING OF PERSONAL DATA**

With the entry into force of EU Regulation 679/2016, "concerning the protection of individuals and personal data processing, as well as the free circulation of such data and repealing Directive 95/46/EC" (hereinafter "Regulation" or "GDPR"), Grimaldi Group S.p.A Companies, as Data Controller, is required to provide some information regarding the methods and purposes related to the processing of personal data.

The table below provides a brief summary of the information reported on the next page.

|                 |  |
|-----------------|--|
| Data Controller | Grimaldi Group S.p.A. (Hereinafter, "Data Controller" or "Company")  |
| Purposes        | <ol style="list-style-type: none"> <li>Conclusion, management and execution of the maritime transport contract</li> <li>Reduced assistance to passengers who request it</li> <li>Application of discounts to passengers with disabilities and their caregivers</li> <li>Advertising and marketing</li> <li>Profiling</li> </ol>    |
| Legal Basis     | <p>Based on the purpose, respectively:</p> <ol style="list-style-type: none"> <li>Execution of a contract or pre-contractual measures</li> <li>Assistance (Article 9, paragraph 2, letter h of the GDPR)</li> <li>Consent of the data subject</li> <li>Consent of the data subject</li> <li>Consent of the data subject</li> </ol> |
| Data transfer   | Possible, with adequate guarantees for the protection of the data subject's rights   |

|                          |   |
|--------------------------|---|
| The Data Subjects Rights | <ol style="list-style-type: none"> <li>Access to personal data;</li> <li>Obtain data correction or deletion or processing limitation;</li> <li>Object to the processing of the data;</li> <li>Obtain data portability;</li> <li>File a complaint with the competent supervisory authority (e.g. Privacy Guarantor).</li> </ol> <p>The rights referred to in letters a) to d) can be exercised by contacting the following address <a href="mailto:privacy@grimaldi.napoli.it">privacy@grimaldi.napoli.it</a>.</p> |
|--------------------------|---|

The Data Controller has appointed a Data Protection Manager, who has specialised knowledge of data protection regulations and practices, and, therefore, can perform the tasks referred to in Article 39 of Regulation EU 679/2016.

**1. Purpose of processing**

Pursuant to Article 13 of the GDPR, we inform you that your personal data, identification data (i.e. name, surname, address, social security number, VAT number, e-mail, telephone number) and possible belonging to particular categories (i.e. data related to health), provided by you to this company during the stipulation of the maritime transport contract will be processed in compliance with the aforementioned law and confidentiality obligations.

Data processing operations concern the following:

- Personal data and contact details of passengers;
- Data concerning the belonging to professional categories - i.e. enrolment in professional registers, law enforcement agencies - or rather, belonging to loyalty or membership programs signed with third-party companies - e.g. Trenitalia, Payback, Telepass, Poste Italiane, ACI etc. (to get discounts on the services offered by the company).

However, we inform you that the processing may concern the following data belonging to particular categories as per Article 9 of the GDPR, if spontaneously given by you:

- Information regarding the limitation of one's mobility;
- Information regarding one's disabilities
- Data you may have provided about special needs due to your state of health.

**2. Data processing purposes (Article 6 of the GDPR)**

Non-specific data will be processed for the following purposes:

- Management of requests for a quote;
- Conclusion, management and execution of operations related to the maritime transport contract;
- Sending of logistical information on the trip (e.g. delays, departure pier, etc.);
- Communications on board the ship;
- Provision on board of products and services purchased;
- Extraction of anonymous statistical information;
- Transmission of data to maritime agencies, terminals and port authorities, judicial authorities and law enforcement agencies;
- Sending of communications via e-mail, for promotional and marketing purposes, if you have given your consent for this purpose ("generic marketing");

- Sending of communications via e-mail, for promotional and marketing purposes, resulting from profiling, if you have given your consent for this purpose ("profiled marketing");

In relation to point 9, we inform you that Article 4 of the GDPR defines profiling as "any form of automated processing of personal data consisting in the use of such personal information to evaluate certain personal aspects relating to a natural person, in particular to analyse or predict aspects of personal preferences, interests, behaviour, sensitivity to commercial offers, the location or movement of that physical person". Therefore, the same can be considered a personal data processing activity, which consists in subdividing the customers into homogeneous groups according to their conduct.

As part of the activities of the Company, therefore, if you express your consent, your Personal Data may be processed to trace a "history" of your business relationship with Grimaldi Group SpA. (for example, the different "touch points" with the Company, the interaction modalities you used, the preferences and the frequency of purchase may be taken into consideration). This activity aims at elaborating your profile to customise the service offer and any specific services requested by you.

We inform you that, should you contact our contact centre, the calls can be listened to for quality monitoring using the making of the voice (morphing).

Data belonging to particular categories will be processed for the following purposes:

- Provide the necessary assistance to people with reduced mobility;
- Apply the special discounts possibly provided for disabled people and their caregivers, if you have given your consent for this purpose

**3. Processing methods (Article 5 of the GDPR)**

Your personal data will be processed also with the aid of IT tools and in compliance with the procedures indicated by the GDPR, which provides, inter alia, that the data be:

- Processed according to the principles of lawfulness, transparency and correctness;
- Collected and recorded for specific, explicit and legitimate purposes ("purpose limitation");
- Adequate, relevant, and not exceeding processing formalities ("data minimization");
- Accurate and updated ("accuracy");
- Retained for a period no longer than it takes to achieve the purposes for which they are processed ("storage limitation");
- Processed using tools that guarantee security and confidentiality, including protection against unauthorised or unlawful processing and loss, destruction or accidental damage ("integrity and confidentiality").

Personal data are stored according to the following table.

| Data  | Storage time   | Storage purposes  |
|---|--|---|
| Name<br>Surname<br>Tax Code<br>Date of Birth<br>Place of Birth<br>Nationality<br>Identity card details<br>Address of Residence<br>Sensitive data (health conditions)<br>Licence plate<br>Telephone number<br>E-mail address | 10 years from the end of the voyage  | For the purposes of the management of the obligations subsequent to the execution of the contract (e.g.: sending fiscal documentation, etc.) and, subsequently, in order to fulfil the obligations of keeping the accounting records and to resist in the event of any disputes raised by passenger |
| Name<br>Surname<br>Date of birth<br>City/Province<br>E-mail address   | For marketing purposes, the data will be retained until the user unsubscribes using a link available in each e-mail communication, which will be sent at least every 12 months | General marketing activities and profiled marketing activities  |

#### 4. Legal basis

The legal basis of the processing listed above in paragraph 2, numbers 1 to 7, is identified in the need to implement a contract or pre-contractual measures (Article 6, paragraph 1, letter b, GDPR), as well as the need to comply with a legal obligation to which the data controller is subjected (Article 6, paragraph 1, letter c, GDPR).

The legal basis of the processing listed above in paragraph 2, numbers 8, 9, and 11 is identified in the need for assistance (Article 6, paragraph 1, letter a, GDPR).

The legal basis of the processing listed above in paragraph 2, number 10, is identified in the need for assistance (Article 9, paragraph 2, letter h, GDPR).

#### 5. Data transfer

We inform you that your data may be communicated in addition to other companies belonging to the Grimaldi Group to entities established in third countries, even outside the territory of the European Union, with the observance of suitable procedures.

With reference to the countries within the EU, your data may be communicated to port authorities, judicial authorities and law enforcement agencies, shipping agencies and terminals in Spain, Greece, Germany, Belgium, Ireland, Portugal, Cyprus, Sweden and Denmark.

As for non-EU countries, data may be transferred to the aforementioned recipients operating in Great Britain, Tunisia, Morocco, Turkey, Israel, Brazil, Uruguay, Argentina, Senegal, Benin, Nigeria, Ghana, Ivory Coast, USA and Canada.

In particular, the communication of your data to the maritime agencies is foreseen since the same represents the ship owner in transmitting the data to the Authorities.

With reference to the terminal, however, there is an obligation for which the same will have to perform special checks on people and things intended to be embarked or disembarked. These results in an obligation for the ship owner to communicate in advance the data of passengers at the terminal, which in compliance with the security will be required to communicate the data received to the competent authorities (e.g. Port Authority, Border Police, Guardia di Finanza and Customs). Moreover, Grimaldi Group S.p.A. can directly communicate passenger data to the authorities mentioned above.

With reference to the transfers that may take place in countries such as Israel, Uruguay, Argentina, USA and Canada, the European Commission expressed its legitimacy by transferring it with appropriate adequacy decisions pursuant to Article 25 paragraph 6 of Directive 95/46/EC. In other countries, however, where imposed by the GDPR, the transfer of data will be regulated in accordance with the principles established by the Regulation in the contractual relations maintained by the Company.

#### 6. Disclosing your data

Furthermore, we inform you that the processing of personal and sensitive data inherent, connected and/or instrumental to the maritime transport contract may involve access to the data above by the following:

1. Public authorities pursuant to the Circular Letter of the Ministry of Infrastructures and Transport 104/2014 in compliance with Directive 98/41/EC (i.e. The Harbour Office and the Port Authorities);
2. Judicial authorities and law enforcement agencies;
3. Ticket offices, terminals and maritime agencies for the organization of boarding/disembarking;
4. Catering companies for the supply of products and services on board;
5. External companies that deal with the organization of events on board;
6. Company with which you have subscribed to loyalty or membership programs - e.g. Trenitalia, Payback, Telepass, Poste Italiane, ACI, etc. - that, by virtue of an agreement with Grimaldi Group SpA, guarantees you access to discounts on the services offered by the company;
7. Legal firms, should disputes arise;
8. Insurance companies both when booking tickets and at the time of the claim;
9. Experts dealing with complaints;
10. Companies, also belonging to the Grimaldi Group, suppliers of other services essential to the provision of maritime transport or the carrying out of marketing activities, also subject to your explicit consent, such as hosting sites and web systems, e-mail services, marketing, sponsorship of sweepstakes and other promotions, audit services, data analysis, market research and satisfaction surveys.

The need to communicate passenger data to the authorities referred to in point n. 1 derives from the obligation to count and register the persons on board the passenger ships, as provided for by the Circular Letter of the Ministry of Infrastructures and Transport 104/2014.

It may be necessary for us to disclose your personal data based on laws, legal proceedings, disputes and/or requests by public or governmental authorities within or outside your country of residence, national security purposes and other

matters of public importance. When legally possible, we will inform you prior to the disclosure.

We may also disclose your personal data if we establish in good faith that it is reasonably necessary to assert and protect our rights and activate available remedies.

#### 7. The data subject's rights (Articles 15 - 21 of the GDPR)

Lastly, we inform you that the data subject may exercise the following rights at any time:

- a. Have access to one's personal data, requesting that it be made available in an intelligible form, as well as to the purposes on which the processing is based (pursuant to Article 15);
- b. Obtain data correction (pursuant to Article 16) or deletion (pursuant to Article 17) or processing limitation (pursuant to Article 18);
- c. Obtain data portability (pursuant to Article 20);
- d. Object to the processing of the data (pursuant to Article 21);
- e. File a complaint with the competent supervisory authority.

The rights referred to in letters a) to d) can be exercised by sending requests to the following e-mail address [privacy@grimaldi.napoli.it](mailto:privacy@grimaldi.napoli.it).

In this regard, we also point out that the Data Protection Officer appointed by the Company can be contacted at the following e-mail address: [DPO@grimaldi.napoli.it](mailto:DPO@grimaldi.napoli.it)

#### 8. Nature of data provision and consequences of any failure to provide the data

The conferment of data not belonging to particular categories is required for the exact implementation of contractual and pre-contractual obligations at our expense and failure to indicate the data results in the impossibility to conclude the shipping contract requested by you, as well as to fulfil exactly legal obligations and obligations deriving from the public interest in the protection of port security.

The provision of data belonging to particular categories is optional. However, if such data are provided, the Company may: meet your needs better, provide you with the necessary assistance; and apply the special reserved discounts in the cases and ways provided for.

#### 9. Consent

Your personal data may be processed for the purposes indicated in paragraph 2, numbers 8, 9 and 11 only if you have provided explicit consent according to Articles 7 of the GDPR.

In this regard, we point out that, without prejudice to the lawfulness of the processing based on consent before the revocation, you will be able to revoke the consent given at any time by sending a request to the following e-mail address [privacy@grimaldi.napoli.it](mailto:privacy@grimaldi.napoli.it), as well as using the channel that will be indicated in the communications you will receive or by clicking on the appropriate link in the emails that will be sent to you.