

## Sales Terms and Conditions

### 1. Premise.

1.1 The present conditions (hereinafter the "Conditions") apply to all service purchases made at the Naples

Airport site Napoli <http://www.gesac.it> and all the URLs managed by G.E.S.A.C. S.p.A. –Gestione Servizi

Aeroporti Campani S.p.A., (all hereinafter referred to as the "Site"). The client (the "Client") is requested to

carefully read all the paragraphs of the present conditions which apply to the services sold at the Site.

1.2 The Site is the property of G.E.S.A.C. S.p.A.– a F2i Aeroporti company, with registered offices in Naples

at UFFICI DIREZIONALI GESAC, issued and fully paid share capital of € 26,000,000.00, listed in the Registry of

Business at the Naples Chamber of Commerce (REA n. 324314), Fiscal Code and VAT number

03166090633 (hereinafter "G.E.S.A.C."). The Client is, in any event, held to respect all of the provisions set

forth in the present Conditions.

1.3 G.E.S.A.C. reserves the right, at any time without prior notice, to change the present conditions without

prejudice to the Client's purchase, validated by Gesac, in accordance with the provisions defined in the

following, which is regulated by the conditions and the rates in effect the day of the purchase. An up-dated,

complete version of the Conditions is always available on the Site. The present Conditions apply exclusively

to the on-site purchase of services. The present Conditions must be carefully read and all parts are intended

as approved prior to the Client having completed the purchase operation.

1.4 For any queries related to the purchase of Services on the Site, the Client may contact G.E.S.A.C. at the

following e-mail address: [infofasttrack@gesac.it](mailto:infofasttrack@gesac.it)

1.5 G.E.S.A.C. undertakes to provide the Client, who accepts, the Service as offered and described on the

Site. If the Client is a consumer (that is an individual who purchases the services for purposes not related to

his or her professional activity), once the on-line purchase procedure has been concluded, the Client is

advised to print or save an electronic copy as well as a copy of the present Conditions. Provisions regarding

distance sales as specified in Part III, Title III – Paragraph 1 – Section II of Legislative Decree n. 206 dated 6

September, 2005 have been applied to the present Conditions.

2. On-line pre-booking for the purchase of Fast Track Services.

2.1 On-line purchases of Fast Track service allow immediate access to security controls via dedicated Fast Track Lanes as indicated in the email confirmation sent by GE.S.A.C.

2.2. On-line bookings of Fast Track services cannot be modified, cancelled or reimbursed and are valid for six months from the date of purchase.

2.3. In order to use your Fast Track electronic ticket, please display a printed copy of this email to the security control personnel so the bar code can be scanned.

3. Obligations of the Client and conclusion of the purchase.

3.1 The Client undertakes to carefully read and accept the present provisions as a required condition for

Service purchase. In researching and processing booking and purchase orders, the Client makes use of a

web application with a non-exclusive, temporary license, which is granted for use during the time required for

these operations. The Client is thus prohibited from modifying, re-utilizing, copying, circulating, transmitting,

reproducing, publishing, licensing or granting in use, creating derived works, licensing or selling or making

use of this license for purposes which may be considered in any way commercial or non-personal of the

information, news, contents, software and systems or the products obtained or made available through the

Site.

3.2 The Client is not entitled to damages or compensation, along with any contractual or tort liability for direct

or indirect damages to individuals and/or things, caused by the non-acceptance or avoidance, even partial,

of an order.

3.3 Each Client shall assume full responsibility for the veracity of the data provided in executing the transaction and shall declare that he or she has the legal capacity, as set forth in articles 1 and 2 of the Civil

Code, to access the Site and utilise it in keeping with the present Conditions.

3.4 In making the order, the Client undertakes to respect the instructions received via email and to pay

GE.S.A.C. the amount established as payment for the Services requested.

3.5 The purchase may be considered concluded upon receipt of the confirmation email from GE.S.A.C. to

the address provided by the Client during the purchase process. In making the purchase, the Client declares

to have carefully read all the specifications provided during the purchase process and to fully accept the

Conditions herein described.

3.6 Acceptance of the present Conditions on the part of the Client entails an immediate charge to his or her

account in payment for the requested Services by any of the payment methods proposed by GE.S.A.C. and

selected by the Client,. GE.S.A.C. shall then send an email of payment confirmation and provide a transaction confirmation reference number.

3.7 The Site utilises the verisign® system (identity protection security service) to protect the identities of its

clients.

3.8 GE.S.A.C. will not proceed with bookings/purchases without sufficient proof of solvency nor if the booking procedure is incomplete or incorrect. In this case, GE.S.A.C. shall inform the Client that the purchase has not been finalized.

4. Purchase and payment methods.

4.1 Clients may pay for Services according to the means indicated on the Site.

4.2 Payment must be made via credit card. The related financial information (e.g. credit/debit card number

and expiration date) shall be sent to the banks providing the related electronic distance payment services via

encrypted protocol thus ensuring that third parties may not, in any way, have access. Furthermore, this

information may only be used by GE.S.A.C. to complete the purchase procedures and to issue any related

refunds if provided for by the rates selected by the Client. Payment for Services available on the Site may be

made with the following credit cards: Visa, Mastercard, American Express.

4.3 In the event GE.S.A.C. does not accept the order, GE.S.A.C. will concurrently make a request that the

transaction be cancelled and the amount involved be released. The timing of release, for certain types of

cards, depends exclusively on the banking system and release times may extend to their natural expiry date

(24 days from authorization date). Once the transaction has been cancelled, in event, GE.S.A.C. may not be

held liable for any direct or indirect damages caused by delay on the part of the banking system in releasing

the amount. GE.S.A.C. reserves the right to request additional information from the Client (i.e. landline

phone number) or a copy of an ID in proof of the ownership of the credit cards. Failure to fulfil such requests

will give GE.S.A.C. the right to refuse acceptance of the order.

4.4 Information related to the Client's credit card is transmitted by GE.S.A.C. via protected connection,

directly to the site of the financial institution handling the transaction. This information shall not be held in any

GE.S.A.A. data archive. Therefore, in no event, GE.S.A.C. may not be held responsible for any fraudulent or

improper credit card use by third parties for the payment of Services purchased on the Website.

## 5. Rate Categories.

5.1 One or more rate categories may be available for Clients choosing to purchase fast track Services on the

Site at the time of purchase. Selection of any one given rate by the Client entails that he or she has accepted

the applied rate rules as described on the Site.

5.2 On-line bookings of Fast Track services cannot be modified, cancelled or reimbursed and are valid for two months from the date of purchase.

## 6. Acceptance.

6.1 By purchasing fast track Services on the Site, the Client is automatically subject to the Conditions specified

in the present document. Acceptance of the conditions is necessary in order to complete the purchase

process of the Service.

## 7. Privacy.

7.1 GESAC corporate privacy policy and all related rights can be consulted at the company website [www.gesac.it](http://www.gesac.it)

7.2 In executing contractual obligations pursuant to Legislative Decree n. 196/2003, "Personal Data Protection Code" (hereinafter referred to as the "Code") and subsequent amendments, GE.S.A.C., by virtue of its role as Data Controller, collects and processes the personal data of customers who have voluntarily provided said information while purchasing services on the site. In accordance with article 13 of the Code, GESAC informs customers of the following.

7.3 The Customer's personal data are gathered, recorded, re-ordered and memorized for activities required by contractual obligations related to the requested service and in compliance with related laws.

7.4 Conferment of said data is optional; refusal, however, of data conferment will block activation and access to the selected service

7.5 Explicit consent on the part of the customer is required in order to receive airport information and commercial notices related to GE.S.A.C. and GE.S.A.C. commercial partners; conferment of said consent is voluntary and may be revoked by following the indications provided in paragraph 7.9..

7.6 Customers' personal data will be gathered and processed via electronic means by Chantry Corporation Limited as it has been delegated to process data at the company headquarters in England using criteria strictly correlated to the objectives of the processing procedure and, at any rate, in full compliance with all precautionary measures of security and data confidentiality.

7.7 In the execution of the GE.S.A.C. contract, and only in the event of payment by credit card, GE.S.A.C. shall collect additional information (for example, credit/debit card number or expiration date) to be forwarded to the banks providing electronic distance payment services via encrypted protocol thus excluding any access on the part of third parties. Said information shall only be used by GE.S.A.C. to expedite purchase related procedures and to issue related refunds in the event this has been provided for in the rates selected by the customer.

7.8 The Data Controller is GE.S.A.C. SpA.

7.9 The customer may, in any event and at any time, exercise the rights set forth in article 7 of the Code by sending an email to [privacy@gesac.it](mailto:privacy@gesac.it) or by mailing a letter to the Data Controller. The customer may also

revoke his or her consent to receive GE.S.A.C.-related commercial communications and information by clicking on the link included in each e-mail.

## 8. Terms and Conditions of Use of Site.

8.1 In accepting the present sales conditions, the Client accepts the terms and conditions of use of Site

which can be accessed in the "Legal Notes" section.

## 9. Applicable Law and Jurisdiction.

9.1 If the Client is a consumer, the jurisdiction for any civil controversy that should arise in relation to the

present Conditions is of the court in the city of residence or the elected domicile of the consumer if located

within the Country of Italy. In the event the Client is not a consumer, the sole competent court shall be that of

the Court of Naples.

9.2 The present Conditions are governed by Italian law, more specifically, by Consumer Protection Law.

9.3 As regards any matter not expressly provided in the present contract, reference is made to the regulations established in the Book IV, Title II of the Civil Code.

Pursuant to and in accordance with articles 1341 and 1342 of the Civil Code, the following clauses have

been read and expressly approved: Art. 2 – On-line pre-booking for the purchase of fast track spaces paragraphs 2.2 – 2.7; Art. 4 - Purchase and payment methods paragraphs 4.3 – 4.4; Art. 5 -Rate Categories

paragraphs 5.2; Art. 9 - Applicable Law and Jurisdiction.