

## GENERAL CONDITIONS OF CARRIAGE ON GRIMALDI LINES FERRIES - Ed. May/2022

(\*) For "Events on board", the General Terms and Conditions apply, as shown at [www.grimaldi-touoperator.com](http://www.grimaldi-touoperator.com). Individual travel programmes can be found at [www.grimaldi-lines.com](http://www.grimaldi-lines.com).

(\*\*) For "Groups", the General Conditions communicated upon confirmation of the reservation apply.

Grimaldi Group S.p.A. acts as agent for the Carrier Grimaldi Euromed S.p.A. The Carrier for the sea leg travelled is indicated on the ticket. Passengers, their luggage and accompanying vehicles are carried according to the Carrier's Terms and Conditions. By purchasing a ticket, the passenger accepts the following Covenants and Conditions. Similarly, at the time of booking and/or purchasing the ticket, the passenger authorises the processing of personal data in the manner specified in the Privacy Policy at the end of this document and in accordance with Italian Legislative Decree 196/2003.

**1. DEFINITIONS. Carrier:** the operator that performs the maritime transport service; **Accompanying vehicle:** the motor vehicle (including any towed vehicle) embarked with a passenger, used for the carriage of persons and goods not intended for sale, owned by or legally at the disposal of the passenger named on the ticket; **PRM:** person whose mobility is reduced, in the use of transport, due to physical disability (sensory or locomotory, permanent or temporary), mental disability or impairment, or any other cause of disability, or due to age, whose condition requires appropriate attention and adaptation of the service to meet specific needs; **Service Contract:** Concession contract for the public service of maritime transport of passengers, vehicles and goods between Naples, Cagliari, Palermo and vice versa and Civitavecchia, Arbatax, Cagliari and vice versa, signed with the Ministry of Infrastructure and Sustainable Mobility; **Lines in convention:** Naples-Cagliari, Cagliari-Naples, Cagliari-Palermo, Palermo-Cagliari, Civitavecchia-Arbatax, Arbatax-Civitavecchia, Civitavecchia-Cagliari, Cagliari-Civitavecchia.

**2. SHIPS.** The ships in service are Ro/Pax or Cruise Ferries, used to transport passengers and goods.

**3. APPLICABLE RULES.** The contract of carriage of passengers, their luggage and accompanying vehicles is governed by Regulation (EU) no. 1177/2010, Regulation (EC) no. 392/2009, 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 Italian law and any subsequent amendments to the above legislation and/or any new sector regulations. For transport services between Naples, Cagliari, Palermo and vice versa and Civitavecchia, Arbatax, Cagliari and vice versa, the provisions of the Service Contract also apply.

**4. POWER OF THE MASTER.** The Master of the vessel has full authority to proceed without a pilot, to tow and assist other vessels under any circumstances, to deviate from the ordinary route, to call at any port (whether or not on the ship's itinerary), to transfer passengers and their luggage to another vessel in order to continue the voyage. The carrier and, on its behalf, the Master of the ship, have the right to refuse boarding to anyone who, in their sole discretion, is not healthy enough to undertake the journey. If the Master refuses to embark the passenger for a justified reason, the Carrier will only be required to refund the cost of the ticket. Furthermore, the Carrier and, on its behalf, the Master of the ship, have the right to disembark during the voyage, in any intermediate port, any passenger who is not healthy enough to continue the voyage or who causes danger or disturbance to other passengers or the crew. The passenger is subject to the disciplinary powers of the Master of the ship for all matters relating to the safety of the ship and navigation. The Carrier and the Master of the ship will be entitled to execute any order or directive given by Governments and Authorities of any State or by subjects acting or declaring that they are acting on behalf of or with the consent of such Governments or Authorities or any other subject who, according to the terms of the war risk insurance cover of the ship, have the right to give such orders or directives. All actions and omissions made by the Carrier or the Master, in execution or as a consequence of such orders or directives, shall not be considered as breaches of contract. The disembarkation of passengers, luggage and the accompanying vehicle in accordance with such orders or directives releases the Carrier from any liability for the continuation of the journey or the repatriation of passengers.

**5. LIMITS OF LIABILITY.** The Carrier's liability for loss of life, bodily injury and/or loss of or damage to baggage, accompanying vehicle, valuables, personal effects and/or other passenger property may in no case exceed the limits provided for by the Athens Convention of 13/12/1974 as amended by the London Protocol of 01/11/2002 and/or the Italian Navigation Code and/or other Italian and international sector regulations that may be applicable.

**6. RULES ON BOARD.** Passengers must strictly observe the rules on board and to comply with the regulations in force for maritime transport and, in particular, those relating to safety at sea. Smoking is forbidden on board in all covered areas. The crew is legitimately responsible for ensuring that this prohibition is observed and for reporting any non-compliance to the competent authorities in accordance with Italian Law 3 of 16/1/03 and its implementing agreement of 16/12/04. Failure to comply with a provision of the law, the ship's rules, orders or regulations of the Authorities relating to safety is punishable in accordance with the civil and criminal laws in force. In accordance with the applicable anti-terrorist regulations (ISPS), passengers may at any time have their luggage and/or vehicle inspected and/or be asked to produce identity documents by the ship's officers.

**7. BOOKING, PURCHASE AND ISSUE OF TICKETS.** Tickets can be purchased on [www.grimaldi-lines.com](http://www.grimaldi-lines.com), through the Grimaldi Lines call centre, the Grimaldi offices and agents, travel agencies and web operators. Tickets are issued upon payment of the total amount due. In the case of reservations with deferred payment, if confirmation and payment are not received by the deadline, the reservation shall lapse. In accordance with safety regulations, when booking or purchasing a ticket, you must provide: name and surname, date of birth and document number and expiry date for each passenger, including children of any age; make, model and licence plate of the accompanying vehicle. The data entered on the ticket must match the passengers and vehicles travelling; otherwise, access may be denied. Tickets (the transport contract) may be issued in paper or electronic form. When checking in, passengers must show their ticket or provide their booking number to receive their boarding pass, without prejudice to the provisions of Article 399 of the Italian Navigation Code.

**8. FARES.** The fares for the services offered can be found on the website [www.grimaldi-lines.com](http://www.grimaldi-lines.com) in the purchase form. Any increase or decrease in fares does not affect bookings that have already been made or opted for. For online purchases, once the passenger selects the quoted price, the fare cannot change during the ticket purchase process. For promotions, the passenger may purchase a ticket at the discounted price (Special Fare - non-refundable) or at the full price (Standard Fare - refundable in case of cancellation within the limits and under the conditions set out in paragraph 23).

**9. CABIN ASSIGNMENT.** In order to optimise the allocation of cabins, the Carrier reserves the right to assign passengers a cabin with a smaller number of beds than that selected at the time of booking/purchase, it being understood that, except for the number of beds - in any case not less than the number of passengers booked - the assigned accommodation will have the same characteristics as the one booked in terms of category, size and price.

**10. TRAVEL DOCUMENTS.** All passengers, including children and infants, must be in possession of a valid identity document when checking in at the port. Otherwise boarding will be denied, with no right to a refund. Under no circumstances will boarding be permitted with mere self-certification pursuant to Italian Presidential Decree 445/2000. In the case of travel within the national territory, the identity card or the presentation of one of the identification documents deemed equivalent by article 35, paragraph 2, of Italian Presidential Decree no. 445 of 28 December 2000 is sufficient. When travelling in Schengen countries, the person concerned must always be in possession of a recognised document valid for crossing borders: identity card valid for travel abroad or passport. For travel to non-Schengen countries, the following documents are considered valid: passport. Please refer to [www.poliziadistato.it/articolo/24725](http://www.poliziadistato.it/articolo/24725) for details about the necessary documentation. Passengers without Italian citizenship are advised to consult the competent authority for their country of origin. Before embarking on the journey, passengers must ensure that they are in possession of all documentation required to disembark at the port of destination. The Carrier will not be liable for any refusal by local authorities.

**11. CHECK-IN AND BOARDING.** Passengers must arrive at check-in at least two hours prior to departure (from/to Tunisia and Morocco, three hours prior to departure), except in exceptional cases, as promptly communicated by the Company. If passengers fail to arrive within the said time limit, they lose their right to board, even if they have a ticket. Check-in can take place at the ticket office with delivery of the boarding card, or on the yard facing the ship (fast check-in) with the possibility of printing the boarding card at the totems on board. The order in which vehicles are boarded is determined by the Master of the Ship and/or his/her subordinates and officers, as well as the place where the vehicle is to be parked.

**12. BOARDING MINOR PASSENGERS.** Minor passengers must be in possession of a valid individual identity document in accordance with the provisions of Regulation EC no. 2252/2004. (see § TRAVEL DOCUMENTS). **Passengers under 14 years of age** may only travel when accompanied by a person of legal age. If this person is not a parent (or guardian), a declaration signed by the parents/guardians must be handed over to the Master of the ship or the Commissioner, whereby they entrust the child to the designated accompanying person, who will be responsible for the child for all legal purposes. This declaration must be accompanied by the valid identity documents of both parents/guardians and, in the case of non-EU nationals, the residence permit where the child is registered. **Minor passengers over 14 years of age** may be admitted on board the ship provided that they provide the Master of the ship or the Commissioner with a letter of release signed by both parents, with their respective identity documents attached, in which they declare that they assume all responsibility for any personal injury and/or damage caused to third parties. Under no circumstances shall the Master of the ship and/or any other member of the crew take custody of, and be responsible for, the child on board the ship. It is understood that passengers will be responsible for providing all necessary documentation required by the country of destination and the Carrier assumes no responsibility if such documentation is deemed insufficient by the authorities at the port of destination.

**13. BOARDING PREGNANT WOMEN.** Women who are over 6 months pregnant may only travel if they have a medical certificate authorising them to travel, issued no more than 7 days before departure. In cases of high-risk pregnancy, the pregnant passenger must have a medical certificate authorising travel regardless of the months of pregnancy. In any case, the passenger will not be allowed to embark if the birth is due in the 7 days following departure or has taken place in the 7 days preceding departure. This is without prejudice to the right of the Master of the ship to refuse to allow the passenger to embark if her condition or other circumstances, in his/her sole discretion, do not allow her to undertake the journey in complete safety.

**14. BOARDING PERSONS WITH REDUCED MOBILITY.** Reservations and tickets are offered to PRMs under the same conditions as all other passengers, at no extra cost. The Carrier and the terminal operators will make all reasonable efforts to ensure adequate assistance to PRMs during embarkation and disembarkation and on board the ship. It is the responsibility of PRMs to communicate in writing, at the time of ticket purchase or at least forty-eight hours before the assistance is needed (24 hours in advance for Convention Lines), their specific requirements for accommodation, seating, services requested or the need to carry medical equipment. Requests for assistance should be sent to the Company at [info@grimaldi.napoli.it](mailto:info@grimaldi.napoli.it).

The PRM must be present at the port at the agreed time, and in any case at least 60 minutes before the departure time (30 minutes before for Lines in Convention). After arriving at the port, PRMs can go to the dedicated Grimaldi Lines PRM ASSISTANCE desk or reach directly the embarkation yard by car with the four indicators on, waiting for an attendant to provide the type of assistance they need and indicate where to park the car on the garage deck, to reach the lifts more conveniently, providing the wheelchair on board, if necessary. The onshore ticket office, which carries out the check-in, will give PRMs embarking with their vehicle a sticker to be affixed on the vehicle. On arrival on board, these vehicles will be directed as a priority to on-board parking areas intended for them, allowing full mobility of PRMs and easy access to passenger areas. If it is strictly necessary pursuant to Article 8 of European Regulation no. 1177/2010, the Carrier may require the PRM to be accompanied by another person capable of providing the necessary assistance. In this case, the accompanying person is transported free of charge. If for justified safety reasons and/or due to the design of the ship or the port infrastructure and equipment (including port terminals) it is absolutely impossible to allow the safe or feasible embarkation, disembarkation or transport of a PRM, the Carrier may refuse to accept the reservation and/or issue the ticket and/or deny embarkation, giving immediate notice of the reasons. PRMs who are denied boarding for the above reasons have the right to choose between reimbursement or re-routing (as soon as possible or at a later date of their choice). In accordance with the applicable legislation and in particular with Regulation (EU) No. 1177/2010 and Regulation (EU) No. 392/2009, the Carrier will provide compensation for damage resulting from the loss of or damage to mobility equipment or other specific equipment used by PRMs, if the damaging event is attributable to its fault or negligence. In order to be able to claim damages, passengers may send a written request to the Company by e-mail to the address [customer@grimaldi.napoli.it](mailto:customer@grimaldi.napoli.it) or by ordinary registered mail and certified e-mail, possibly using the special claim form available on the Company's institutional website. If needed, the Carrier will make every effort to swiftly provide suitable temporary replacement equipment. On board, assistance to PRMs is provided by the Commissioner or other person appointed. Crew members chosen to assist PRMs must always wear a white/blue armband with the word ASSISTANCE on their arm so that they can be easily recognised by passengers. In case of emergency, the person appointed helps the PRM to reach the meeting point and the boarding points. Access to the ship's decks is facilitated by the presence of lifts fitted with a luminous keypad, audio and appropriate keys for blind passengers. Cabins equipped for PRMs are available on board the ships, in accordance with the relevant regulations. In public areas, routes leading to the main on-board services are highlighted with tactile guides. There are also dedicated and equipped toilets for PRMs. On board ships there are places reserved for PRMs, marked with identification plates and equipped for fixing wheelchairs.

**15. DRIVERS.** By driver is meant the driver of a commercial vehicle boarded on the ship. There can be up to two drivers per vehicle. The price of the passage is established by the Grimaldi Freight Office and must be included in the bill of lading, together with the driver's name and surname. The driver must be in possession of the identity documents required for travel and disembarkation in the country of destination. For the purposes of SOLAS and the Decree of 13/10/1999, drivers are similar to passengers.

**16. ACCOMPANYING VEHICLES.** Only one accompanying vehicle per passenger is permitted. No reimbursement is due for failure to board a vehicle containing goods for sale. All commercial vehicles, with or without a driver, must travel as freight, except for tourist buses accompanying groups of passengers. If the vehicle belongs to a different booking code than the one indicated on the ticket, passengers have to pay the difference between the categories plus the change fees. Otherwise, they lose the right to board and do not receive a refund. The accompanying vehicle is embarked and disembarked by the passenger, who, once it is parked in the place indicated by the on-board representative, is obliged to switch off the engine, engage the gear, pull the handbrake and lock the vehicle. Access to the garage area remains closed during the entire crossing. Non-running vehicles may not be boarded with passengers and must travel as freight. It is compulsory, when boarding, to declare whether the accompanying vehicle is equipped with a CNG or LPG fuel system. The CNG fuel system must comply with all applicable regulations on the subject and this compliance must be duly certified in the vehicle registration document. During the time the vehicles are stowed on board, the CNG tank shut-off valves must remain closed. The passenger must be in possession of all the documents required for disembarkation and customs clearance of the vehicle at the port of destination. The carrier declines all liability in the event of incomplete documentation. All costs and expenses arising from the embarkation, disembarkation and customs clearance of the vehicle are the responsibility of the passenger. Any damage caused by the vehicle to the ship and/or third parties must be paid for directly by the passenger who caused it, or through his or her insurance company. However, the passenger may at any time be asked to sign a damage liability declaration before disembarking from the ship. We recommend taking out an insurance policy to cover any damage that may occur during maritime transport for which the Carrier cannot be held liable. The Carrier shall only be liable for damages resulting from its direct responsibility and within the limits provided for by the Italian Navigation Code or by any applicable International Convention. The classification of vehicle categories is carried out by the Carrier and is available at [www.grimaldi-lines.com](http://www.grimaldi-lines.com) on the purchase screen.

**17. LUGGAGE.** Only items containing personal effects are allowed as luggage. Dangerous and harmful goods are not allowed without prejudice to current safety regulations. Passengers are kindly requested to take with them at all times the luggage necessary for the crossing, as the garage decks are closed while sailing. The Carrier's liability for luggage cannot exceed the limits provided for by the Athens Convention of 13/12/1974 as amended by the London Protocol of 01/11/2002 and/or by the Italian Navigation Code and/or by other Italian and international regulations in this sector that may be applicable, and always within the limits of 30 kg per person per item of unregistered luggage, including any luggage placed in or on the accompanying vehicle or deposited in the ship's baggage compartment where existing (pursuant to article 410 of the Italian Navigation Code). The Carrier is in no way liable for any theft, loss or damage to jewellery, money, documents, manuscripts, securities and valuables, wherever they are kept on board. If passengers discover that they have lost any of their personal belongings while still on board the ship, they can report the loss directly to Reception. If the item(s) is/are not found, or if passengers realise that they have forgotten a personal item on board when they have already disembarked from the ship, they can report this to the relevant office of the Company by sending an e-mail to the following address [customer@grimaldi.napoli.it](mailto:customer@grimaldi.napoli.it). The loss report must be sent within one week from the date the passenger disembarked. Under no circumstances will the Carrier be obliged to pay any compensation in the event of failure to find the item(s).

**18. PETS.** Pets are considered to be the animals listed in Annex I of Reg. (EU) No 576/2013. Each ship has a certain number of places in cages; alternatively, it will be possible to bring the pet in the cabin with the owner, by purchasing the on-board service called pet kit. Animals that are not in a pet carrier or in a special case are not allowed to enter the lounge or common rooms, only on the outside decks of the ship. Dogs must be kept on a leash and muzzled at all times; otherwise, boarding may be denied. Animals are not allowed inside accompanying vehicles while sailing. Passengers must provide food for their pet, while water is offered on board. The passenger must look after the animal personally and is obliged to remove excrement, or anything else, produced by the animal. Any damage to the ship, persons or property caused by the animal must be paid for on the spot by its owner. The passenger is responsible for vaccinations and all necessary documentation for travelling and disembarking in the country of destination. For domestic journeys, registration in the canine registry (registered microchip) and a certificate of good health issued by a veterinarian are required. A European Pet Passport is required for transport between Schengen countries or from a Schengen country to a non-Schengen country. Dogs, cats and ferrets brought into the EU from Tunisia and Morocco must be identified by a microchip or clearly readable tattoo, if affixed before 03/07/2011. The documentation to be presented at the time of embarkation is as follows: health certificate in accordance with Annex IV of the Implementing Regulation (EU) No. 577/2013, copy of the certificate with the animal's electronic identification data, copy of the certificate with the rabies vaccination data. In addition to the rabies vaccination, these animals have to undergo what is known as 'antibody titration'. For up-to-date information on the transport of pets, we recommend consulting the Italian Ministry of Health website and the European Union website before purchasing and before travelling. If passengers arrive at check-in with an animal not mentioned on the ticket, the port agent will check the availability of places on board and collect the fare, issuing a ticket. Blind passengers may travel accompanied by a guide dog, in accordance with national (Italian Law no. 376 of 25 August 1988), international and EU regulations (article 11.5 of EU Regulation no. 1177/2010) at no additional cost. The guide dog may travel in the cabin with the passenger. The presence of the guide dog must be reported at the time of embarkation.

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

**20. INSURANCE.** The ship owner and the Carrier have insurance issued by the P&I Club solely in respect of their liability towards third parties. It is possible to take out a multi-risk insurance policy to cover medical expenses, damage to or loss of luggage, travel cancellation costs and more. For further details and to check the scope and limits of the cover, also in relation to the protections already provided for by law, consult the dedicated page and the information set available here: <https://www.grimaldi-lines.com/en/nobis-insurance/>

**21. CANCELLATION OF THE TICKET BY THE PASSENGER.** Cancellation of the entire ticket or certain items on the ticket (reduction in the number of passengers, cancellation of vehicle, accommodation, pets) must be communicated in writing to the Carrier at [info@grimaldi.napoli.it](mailto:info@grimaldi.napoli.it), directly or through the intermediary from which the ticket was purchased (e.g. Travel Agency). For special fare tickets, cancellation does not entitle you to a refund unless otherwise provided for in the conditions of applicability of the special offer. For standard-fare tickets, cancellation of all or part of the ticket entitles the passenger to a refund of the value of the entire ticket or the cancelled items, subject to the following penalties:

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

Requests to cancel a Standard-fare ticket will not be accepted if the date, time or line has already been changed twice. Meals on board, the pet kit and the pre-purchased shuttle bus service are refundable, except in the case of cancellation from the day before departure or no-show at embarkation (100% cancellation fee). Convention tickets are refundable according to the above conditions if standard fare; otherwise, they will not be refundable. No reimbursement is due for denied boarding due to refusal by the authority or lack/insufficiency of passenger or vehicle document. An insurance policy can be taken out to cover the above-mentioned cancellation penalties. For further details and to check the scope and limits of the cover, also in relation to the protections already provided for by law, consult the dedicated page and the information set available here: <https://www.grimaldi-lines.com/en/nobis-insurance/>

**22. CHANGE OF TICKET BY THE PASSENGER.** Within the limits and conditions set out below, both standard and special fare tickets may be modified at the passenger's request by writing to the Carrier at the e-mail address [info@grimaldi.napoli.it](mailto:info@grimaldi.napoli.it) directly or through the intermediary from which the ticket was purchased (e.g. Travel Agency). Change of departure (date, time and/or line) and change and/or addition of passengers, vehicles, accommodation, pets or services is allowed within the limits of passenger seats and garage spaces available on board (varying according to date and sea line). It is not possible to change the fare level (standard fare or special fare) chosen at the time of purchase. If the change results in an increase in the original fare, the passenger must pay the difference. In the event of a change of departure, a change fee of € 30.00 will also apply. If the new journey costs less, the difference will be refunded if the change of ticket is made through the same channel as the original purchase. The Carrier reserves the right to launch special promotional campaigns for a limited time, during the course of the season, with tickets that are non-changeable, as well as non-refundable, or which may be subject to the different conditions of change and/or cancellation specified in the relevant conditions of applicability of the special offer. **Change of departure (time, date, line)** All tickets issued at both standard and special fares may be subject to a change by the passenger of the time, date and ports (of departure and/or arrival), provided that the change is requested within 2 days from the departure date indicated on the ticket to be changed and only in the event of simultaneous purchase of a journey already available for sale. This type of change will incur a €30 change fee, and any difference in fares if the new trip costs more than the previous one. If the new journey costs less, the difference will be refunded if the change of ticket is made through the same channel as the original purchase. This type of change can be made up to a maximum of 2 times. **Change of product (name, accommodation, vehicle)** These types of change can be requested up to the day of departure and also at the port ticket offices. No variation fees are charged, but any fare adjustment (if the new product costs more than the previous one) must be paid. The change is subject to availability of the requested product. Exception Tunisia and Morocco lines: for tickets issued with special *Tunisia Return Discount* and *Morocco Return Discount* fares, name changes can only be requested up to 2 days before the outbound journey. **Addition of passenger (adult/child/infant), vehicle, pet, service (meals, pet kit, Naples-Civitavecchia-Naples shuttle bus)** These types of changes can be requested up to the day of departure and also at the port ticket offices. No change fees are charged, but you must pay the cost of the additional passenger, new vehicle (and any fixed fees), animal or service at the rate in force at the time of the change. The change is subject to the availability of seats on board, or of the service requested. When adding the shuttle bus service from Naples to Civitavecchia and vice versa, it is necessary to verify the actual operation by calling +39 081.496.444 in advance. **The Company reserves the right to launch extraordinary promotional campaigns for a limited time, which may limit or improve the above-mentioned conditions. These changes are specified in the conditions of application of the special offers.**

**23. DELAY OR CANCELLATION OF A TRIP.** In the event of cancellations or delays, the Carrier guarantees full compliance with all obligations deriving from current legislation and, in particular, Regulation (EU) no. 1177/2010 and the resolutions adopted by the Transport Regulation Authority. In particular, in the event of a delay, the Carrier will inform passengers of the situation and the estimated time of departure and arrival as soon as possible and, in any case, no later than 30 minutes after the scheduled departure time. If passengers miss a connection due to a delay, the Carrier shall make reasonable efforts to inform passengers of alternative connections. If a journey is cancelled or delayed by more than ninety minutes with respect to the scheduled time of departure, the Carrier offers appropriate assistance, and passengers may choose between:

- alternative transport to the final destination under similar conditions, as soon as possible and at no extra charge;
- reimbursement of the ticket price and, where appropriate, return, free of charge, to the first point of departure indicated in the transport contract, as soon as possible.

In the event of a delay in arrival at the final destination, in the cases provided for by Regulation (EU) No. 1177/2010, the customer may request financial compensation. The minimum threshold below which financial compensation is not provided is € 6 (six). For a full explanation of passengers' rights, please refer to the relevant section of the website.

**24. COMPLAINTS.** Passengers wishing to lodge a complaint with the Carrier in accordance with Regulation (EU) No. 1177/2010 may submit it within two months of the date on which the service was performed or should have been performed. Within one month of receiving the complaint, the Carrier must notify the passenger that the complaint has been accepted, rejected or is still under consideration. The time taken to provide a definitive response to the complaint will not exceed two months from receipt thereof. Complaints can be sent in Italian and/or English:

- by e-mail to [customer@grimaldi.napoli.it](mailto:customer@grimaldi.napoli.it)

- by certified mail to the address [grimaldi.euromed@legalmail.it](mailto:grimaldi.euromed@legalmail.it)

- by ordinary / registered mail to: Grimaldi Euromed SpA, via Marchese Campodisola n. 13, 80133 Naples, Italy.

The complainant may use the complaint form which can be downloaded from the website [www.grimaldi-lines.com](http://www.grimaldi-lines.com) in the Complaints section, or send a communication containing at least:

1. the user's identification details (name, surname, address), enclosing a copy of his or her identity document, and the identification details of their representative (if any), enclosing the power of attorney;
2. identification information for the journey (date, time of departure, origin and destination) and for the transport contract (reservation code or ticket number);
3. a description of the inconsistency of the service with requirements defined by European or national legislation and general conditions of carriage.

In the event of failure to respond to a complaint within the time limits set out above, where the complaint has been submitted in full and in the manner set out above, or where the response is deemed unsatisfactory, the passenger may:

1. use the out-of-court dispute settlement procedure by initiating a conciliation procedure before the Chamber of Commerce of the passenger's place of residence and/or domicile;
2. submit a second instance complaint to the competent national authority of the European Union Member State in whose territory the port of departure is located, or the port of destination if the port of departure is in a non-EU country, in accordance with the procedures indicated by the competent authority (for Italy, the Transport Regulation Authority, see <https://www.autorita-trasporti.it/trasporto-via-mare-e-per-vie-navigabili-interne/>; for other Member States, see [https://ec.europa.eu/transport/sites/transport/files/themes/passengers/maritime/doc/2010\\_1177\\_national\\_enforcement\\_bodies.pdf](https://ec.europa.eu/transport/sites/transport/files/themes/passengers/maritime/doc/2010_1177_national_enforcement_bodies.pdf)).

In the event of a delay in the Carrier's response to the complaint, if the port of departure is in Italy (or the port of destination if the port of departure is in a non-EU country), the passenger will be entitled to automatic compensation as provided for in measure no. 5 of the Authority's resolution no. 83/2019 available on the Authority's website at the following link [https://www.autorita-trasporti.it/wp-content/uploads/2019/07/All-A-delibera-n.-83\\_2019.pdf](https://www.autorita-trasporti.it/wp-content/uploads/2019/07/All-A-delibera-n.-83_2019.pdf)

**25. DISPUTE RESOLUTION.** All disputes arising from the passenger carriage 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 Conciliation Rules adopted by it. The attempt at conciliation referred to in point 1 above shall constitute a condition for proceeding with any legal action pursuant to Article 5(5) of Italian Legislative Decree no. 28/2010.

**26. DECREE No 38 of 11/05/2020**

(Directive (EU) 2017/2109 amending Directive 98/41/EC on the registration of persons sailing on board passenger ships) When making a reservation or purchase, the customer must provide the following data: surname, first name, nationality, date of birth, gender, identity document number (only for non-Schengen routes), mobile phone number, e-mail address. In addition, the passenger may indicate a contact number in case of emergency and any of his or her own needs for special care and/or assistance in emergency situations. The data provided will be processed in accordance with Italian Law no. 675 of 31/12/1996.

## 1. Data controller and scope of data processing

Grimaldi Group S.p.A., in its capacity as data controller ("Grimaldi Group"), informs you, pursuant to Article 13 of Regulation (EU) 2016/679 ("GDPR") and the legislation applicable from time to time on the protection of personal data, that your personal data, identification (i.e. name, surname, nationality, gender, e-mail, telephone number and, if you request the issuance of an invoice, also address, tax code and VAT number) and possibly belonging to special categories (i.e. data relating to health), provided by you to Grimaldi Group S.p.A. at the time of signing the contract of carriage by sea, will be processed in compliance with the above mentioned legislation and confidentiality obligations. All data of natural persons identified as passengers (i.e. persons who use the travel ticket) will be processed. The *booking holder* undertakes to inform all passengers on whose behalf the booking is made of the content of this notice. Personal data relating to a third party that you may have indicated and identified as an emergency contact may also be processed.

Data processing operations concern the following:

- personal data and contact details of passengers;
- contact details of third parties identified as emergency contacts, if requested by the passenger
- data concerning membership of professional categories – i.e. membership of professional associations, police forces – or membership of loyalty or association programs signed with third party companies – e.g. Trenitalia, Payback, Telepass, Poste Italiane, ACI etc. (to obtain discounts on services offered by the company).

We also remind You that the processing may concern the following data belonging to special categories pursuant to art. 9 of the GDPR, if spontaneously provided by passengers in order to take advantage of special assistance on board or if otherwise processed by on-board personnel in the event of emergencies and/or accidents to the passenger's person during navigation:

- information about a limitation of one's mobility;
- Information about disabilities;
- information about particular health conditions;
- information about any special needs of the passenger in relation to any treatment that may be necessary in case of emergency, due to the state of health of the passenger.

Grimaldi Group does not guarantee or provide information about the processing of your personal data that may be carried out through additional contact channels with Grimaldi Group managed by third parties (eg. Facebook), which remain the sole responsibility and ownership of such third parties.

## 2. Purposes of data processing

Dati not belonging to particular categories will be processed for the following purposes:

1. management of requests for quotes;
2. conclusion, management and execution of operations connected with the contract of carriage, including Your identification;
3. communications (also by telephone, also through re-contact by the Grimaldi Group *call center* in case of missed calls by the passenger) of logistical information on the trip and/or generally useful to the passenger to face the departure (e.g. delays, departure pier, organization on board, etc.);
4. on-board communications;
5. provision of purchased products and services aboard ship;
6. extraction of statistical information anonymously;
7. transmission of your data to maritime agencies, terminals and port authorities, judicial authorities and law enforcement agencies;
8. contact of third parties indicated as "emergency contacts", pursuant to Directive (EU) 2017/2109;
9. sending communications by e-mail, for promotional and marketing purposes, if you have given Your consent for this purpose ("generic marketing");
10. sending communications via email, for promotional, marketing and/or *brand reputation* protection purposes, as a result of profiling, if you have given your consent for this purpose ("profiled marketing");
11. sending of questionnaires anonymously for the purpose of improving the services offered by the Grimaldi Group, as well as sending information relating to: (a) the operational organization of the Grimaldi Group (even if not related to the trip purchased by the interested party); (b) products/services similar to those chosen by the passenger (including, by way of example and not limited to: offers for trips similar to those purchased; offers for travel insurance; etc.); as well as (c) offers, discounts, rewards and / or promotions of third party partners of the Grimaldi Group, which Grimaldi Group has an interest in offering to its passengers in the context of gifts and / or promotional initiatives reserved for passengers (including, by way of example and not limited to, in the case of co-marketing initiatives, which allow Grimaldi Group to include coupons with offers of third parties on the back of Your ticket, etc.). In the latter case, no promotional communication will be made to you by the partners of the Grimaldi Group, nor any transfer of your personal data to such partners, unless you give your explicit and informed consent in this sense.

Finally, in relation to point 10, 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 natural person". Therefore, it can be considered a personal data processing activity that consists in dividing customers into homogeneous groups according to their behavior. If you give Your consent, Your Personal Data may be processed in order to trace a "history" of Your business relationship with the Grimaldi Group (for example, the different "touch points" with the Grimaldi Group, the interaction modalities You used, the preferences and the purchase frequency may be taken into consideration). This activity aims at elaborating a profile of Yours in order to personalize the offer of services and eventual specific services requested by You. If you decide to participate in Grimaldi Group *brand reputation* initiatives, we may process your data to reserve you *ad hoc* promotions.

It is understood that the activities referred to in paragraphs 9, 10 and 11 above will be carried out only on the personal contact data of the *booking holder*, i.e. the person who provided his or her e-mail address during the booking process.

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

1. guaranteeing passengers who so request the use of special assistance on board;
2. in case of emergency and/or accident of the passenger on board, guaranteeing passengers who so request special care and/or assistance due to their state of health;
3. apply any special discounts that may be provided for disabled persons and their companions, if the passenger has given his or her consent for this purpose.
3. Retention of personal data

Personal data are retained according to the table below, unless specific legal and/or regulatory obligations or the need to defend a Grimaldi Group right in court require different retention periods:

Data	Storage time	Storage purposes
Name Surname Sex Nationality Tax code Date of Birth Place of Birth Nationality Identity card details Residence address Data related to particular categories to take advantage of particular assistance on board during navigation Vehicle license plate Telephone number E-mail address	10 years from the end of the trip	In order to manage the fulfilments following the execution of the contract (e.g.: sending of tax documentation, etc.), to fulfill the legal obligations to which the Grimaldi Group is subject (including the obligations to keep accounting records), to protect the legitimate interests of the Grimaldi Group and to resist in case of any disputes raised by passengers
Particular data relating to specific care and/or need for assistance of passengers in case of emergency situations  Data suitable to reveal the state of health otherwise processed by the staff on board in case of emergencies and/or accidents during navigation Contacts of third parties indicated by the passenger as "emergency contacts".	Pursuant to art. 12 of Legislative Decree no. 38/2020, only for the time necessary for the purposes of this notice and, in any case, only until the journey of the ship in question is completed safely and the data have been declared in the single national interface	Guaranteeing the preparation and effectiveness of assistance operations on board, and search and rescue at sea
Name	12 months	Carrying out generic marketing, profiled marketing, sending

Surname	promotional emails of goods and services similar to those purchased, and other communication activities (as described in paragraph 2, numbers 9, 10 and 11 above)
Date of birth	
Country/Province	
E-mail address	

#### 4. Legal basis

The legal basis for the processing operations listed above in paragraph 2, numbers 1 to 7, is the need to execute an agreement or pre-contractual measures in the interest of each passenger (Art. 6, paragraph 1, letter b, GDPR), as well as the need to comply with a legal obligation to which the data controller is subject (Art. 6, paragraph 1, letter c, GDPR).

The legal basis for the processing operations listed above in paragraph 2, number 8, consists in the need to fulfil a legal obligation to which the data controller is subject (Art. 6, paragraph 1, letter c, GDPR).

The legal basis for the processing operations listed above in paragraph 2, numbers 9 and 10, is Your consent (Art. 6, para. 1, letter a, GDPR).

The legal basis for the processing operations listed above in paragraph 2, number 11, is the legitimate interest of the Grimaldi Group (Art. 6, paragraph 1, letter f, GDPR). In the event that the Grimaldi Group sends you electronic communications regarding products/services similar to those you have chosen, the legal basis is the application of art. 130, paragraph 4, of Legislative Decree no. 196/2003.

You will in any case have the right to object, at any time and at no cost, to the processing activities referred to in paragraph 2, numbers 9, 10 and 11 (limited to the activity of soft spam), even revoking the consent given, by sending a request to the e-mail [privacy@grimaldi.napoli.it](mailto:privacy@grimaldi.napoli.it), as well as using the channel that will be indicated in the communications that you will receive, or by clicking on the appropriate link in the e-mails that will be sent to you.

The legal basis for the processing operations listed above in paragraph 2, numbers 12 and 13, is found in the existence of grounds of substantial public interest based on the law of EU or of Member States, which must be proportionate to the purpose pursued, respecting the essence of the right to data protection and providing for appropriate and specific measures to protect the fundamental rights and interests of the data subject, as well as in the purpose of the provision of healthcare on board (Art. 9, paragraph 2, lett. g and h GDPR).

Finally, the legal basis for the processing operations listed above in paragraph 2, number 14, is the consent of the passenger (Art. 9, paragraph 2, letter a, GDPR).

#### 5. Data transfer

Please note that passenger data may be communicated not only to other companies belonging to the Grimaldi Group, but also to entities established in third countries, even outside the territory of the European Union, in accordance with the principles established by the Regulation.

In particular, the communication of the data to shipping agencies is foreseen as these agencies act on behalf of the shipowner to transmit the data to the Authorities.

The shipowner is also required to communicate passenger data in advance to the terminal which, in compliance with *security*, will be responsible for communicating the data received to the competent Authorities (e.g. Port Authority, Border Police, Financial Police and Customs).

In addition, Grimaldi Group can directly communicate passengers data to the above mentioned Authorities

#### 6. Disclosing your data

We also inform you that the aforementioned processing of personal and sensitive data inherent, connected with and/or instrumental to the maritime transport agreement, may provide for access to such data by:

- Public authorities pursuant to the Circular of the Ministry of Infrastructure and Transport No. 104/2014 in compliance with Directive 98/41/EC (i.e. harbor master's office and port authority);
- Ministry of Infrastructure and Transport – General Command of the Port Authority Corps;
- Judicial authorities and Police Forces, even when such communication is deemed reasonably necessary by the Grimaldi Group to ascertain or defend its own right;
- On-board doctor, in case of emergencies and/or personal injury to the passenger;
- Ticket offices, terminals and shipping agencies for the organization of embarkation/disembarkation operations;
- Catering companies, for the supply of products and services on board ship;
- External companies involved in the organization of events on board ship;
- Companies with which you have subscribed to loyalty or membership programs – e.g. Trenitalia, Payback, Telepass, Poste Italiane, ACI, etc. – which, by virtue of an agreement with the Grimaldi Group, guarantee you access to discounts on services offered by the company;
- Legal firms, should disputes arise;
- Insurance companies both when booking tickets and making claims;
- Experts dealing with complaints;
- Companies, including those not belonging to the Grimaldi Group, which provide other services essential to the provision of maritime

transport or the performance of marketing activities, including those subject to your express consent, such as the hosting of websites and web systems, e-mail services, marketing, sponsorship of competitions and other promotions, audit services, data analysis, the conduct of market research and satisfaction surveys.

The need to communicate passenger data to the authorities referred to in point no. 1 stems from the requirement to count and register people on board passenger ships, which is the subject of Ministry of Infrastructure and Transport Circular No. 104/2014.

The data relating to the emergency contact reported by passengers as well as the data relating to particular categories provided for the provision of special care and/or assistance in the event of an emergency, will be communicated, before departure or in any case no later than 30 minutes after departure, to the captain and the commissioner of the ship where the passenger is and in any case included by Grimaldi Group in the single national interface provided in accordance with Directive (EU) 2017/2109 in order to ensure the preparation and effectiveness of search and rescue operations at sea.

It may be necessary for Grimaldi Group – based on laws, legal proceedings, disputes and/or requests made by public or governmental authorities inside or outside your country of residence, national security purposes or other matters of public importance – to disclose your personal data. When legally possible, we will inform you prior to the disclosure.

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

#### 7. Nature of data provision and consequences of any failure to comply

The communication of data not belonging to particular categories (with the exception of the data relating to the emergency contact that may be indicated) is necessary for the exact execution of the contractual and pre-contractual obligations to be fulfilled by us, and failure to indicate such data will make it impossible to conclude the sea transport contract you have requested, as well as to exactly fulfil the legal obligations and those deriving from the public interest to protect safety in ports.

Communication of data relating to the passenger's "emergency contact" is, on the other hand, optional: failure to provide such data will therefore have no impact on the conclusion of the sea transport contract requested.

The communication of data belonging to special categories is optional. However, if such data will be provided, Grimaldi Group will be able to better meet the needs of passengers and provide them with the necessary assistance, as well as apply – in the cases and ways provided – the special discount applied.

#### 8. Rights of data subjects

Each passenger may, at any time, exercise the following rights (within the limits established by the GDPR):

- to access personal data, requesting that these data be made available in an intelligible form, as well as the purposes on which the processing is based;
- to obtain the correction or deletion of the data or the limitation of processing;
- to revoke consent (where this is the legal basis for the processing) without prejudice to the lawfulness of the processing based on the consent before revocation;
- to obtain data portability;
- to object to data processing;
- to lodge a complaint with the competent supervisory authority, which in Italy is the Data Protection Authority, following the instructions on the website of the aforementioned authority.

The above-mentioned rights may be asserted by addressing requests to the following e-mail address: [privacy@grimaldi.napoli.it](mailto:privacy@grimaldi.napoli.it). The Data Protection Officer (DPO) appointed by the Grimaldi Group Companies is available at the following e-mail address: [DPO@grimaldi.napoli.it](mailto:DPO@grimaldi.napoli.it).

#### 9. Changes to this document

Grimaldi Group reserves the right to update the content of this notice regarding the processing of personal data of its passengers in accordance with applicable national legislation on personal data protection. Any news related to the updating of this information notice will be communicated to the interested parties in the manner defined by Grimaldi Group.