

## GENERAL CONDITIONS FOR THE TRANSPORT OF PASSENGERS, THEIR LUGGAGE AND VEHICLES

The General Conditions for the Transport of Passengers (CGTP) are published on the Company website [www.gnv.it](http://www.gnv.it)

The purchase of a ticket implies Passenger's unconditional acceptance for all the effects of law of all the following General Conditions for the Transport of Passengers (CGTP)

**We inform our Customers that, because of the contingent emergency situation on national and international basis with the purpose to reduce the contagious from COVID-19, some Passenger Transportation Terms might be modified without preliminary notice, so (i) to contribute to Passengers' protection in respect of applicable Law and Emergency Orders disposed by concerned Authorities and (ii) to best endeavour to keep shipping liner service continuity.**

### DEFINITIONS:

- The term *Passenger* means any person transported as per ticket issued by the Carrier and/or agencies thereto authorised. The term *Carrier* and/or *Company* shall refer to Grandi Navi Veloci SpA.
- Object of the agreement is the provision of transport as regulated by articles 396 et seq. of the Navigation Code. The Carrier undertakes to transport the passenger and a possible vehicle under the following conditions, which the Passenger undertakes to examine and observe in their entirety prior to the purchase and/or booking of the voyage ticket.
- The shipping transport service refers to the route indicated on the ticket inclusive of accommodation on board and a possible vehicle.
- Any accessory services provided by the Shipping Carrier do not form part of the agreement.
- The term *Shipping Carrier* means the contracted Carrier and the effective Carrier. The ship used for the transport may form part of GNV fleet or that of another Carrier.
- *Disabled Passenger* or *Passenger with Reduced Mobility* is any passenger whose mobility in the use of a means of transport is reduced as a result of any physical disability (either sensory or motor), mental or psychological impairment or any other cause of disability or impairment, either permanent or temporary, whose situation needs special assistance and adaptation of services to the passengers on the vessel as a result of such disability.

**Art. 1 VALIDITY:** the ticket is personal, may not be transferred and is valid solely for the voyage indicated thereon. The Passenger is required to carefully keep the agreement/ticket to justify entitlement to travel and to exhibit it to any Officer of the Ship or personnel of the Company who may request it. If a Passenger loses the ticket he/she must give immediate notification of this to the Master and/or the on-board Purser. Failing that he/she shall be required to pay double the price of the voyage up to the destination port, which does not affect compensation of associated losses.

**Art. 2 PRICE:** the price indicated on the ticket is the fare applied by the Carrier on the date of issue. The price is not predetermined and may be subject to increases or decreases. Discounts and specific reductions shall have no retrospective effect on tickets already issued. Native/Resident tariffs are not available on all departures and accommodation. Quotations do not confirm the price and do not guarantee places on the ship. Taxes and fees for boarding / disembarking, stamp, etc. are charged, where required, to passengers as summarized on the ticket. Ticket price includes fees and port charges which the Company pay to each Competent Authority as detailed in Annex A (which may vary from year to year), available at authorized Travel Agencies, Port Ticket Offices and on board. Only for passengers travelling to Tunisia, in accordance with Tunisian law TUN n° 2016-78 of 17/12/2016, a Supplementary Passenger Disembarkation Fee for the sum of twenty (20) Dinars (or the equivalent sum in Euro calculated on the date of payment) is due.

The aforementioned fee must be paid at check-in; the Maritime Carrier GNV will then make the necessary payment directly to the Tunisian Tax Authority.

**2.1** Where the Passenger purchases his/her ticket by ONLINE PURCHASE Web channel, the transport agreement shall only be considered concluded when the booking system has notified the booking reference number and the ticket number (failure to receive Internet Tickets does not affect the issue of a ticket previously confirmed on the screen).

**2.2** Unless otherwise specified, in the price indicated on the ticket the administration of food on board is not included and remains at the expense of the passenger.

Prepaid packed meals may be purchased (at a special rate): 1) in the ticket booking phase 2) at the reception on board before departure of the ship. The type and composition of packed meal varies according to the line and operational nature of the ship. Further details and information on our website [www.gnv.it](http://www.gnv.it). Article 7 of our GCPT expressly disciplines annulments and cancellations.

### 2.3 INVOICES

**2.3.1** Invoices for tickets (no groups) and onboard restaurants/café's shall be required filling in the form on the website [www.gnv.it](http://www.gnv.it) within 4 days of date of ticket issue / receipt. A new request shall be made whenever a ticket is replaced by a new one. A single monthly invoice (and/or credit note) shall be issued. Following this request, GNV shall issue an invoice in compliance with art. 21, paragraph 4 of DPR (Presidential Decree) 633/1972; this shall be solely sent to the e-mail address registered on the above-mentioned online form. For group dossiers dealt with by GNV Group Dept a single monthly invoice shall be issued, based on details supplied at dossier opening. Please pay close attention to mandatory details registration; in case of even a partial imprecision, we shall not be able to fulfill the request.

**Art. 3 ACCOMMODATION:** The Passenger shall occupy the cabin/seat indicated on the ticket; if lacking, this shall be indicated by the Master or the on-board Purser. The Company, where necessary, has the option to designate the Passenger a different accommodation. Should the newly assigned accommodation be of a superior class, no payment for the tariff difference shall be required, while for any new accommodation of inferior class, the Passenger shall be refunded the difference in price, which does not affect the Passenger's right to terminate the agreement in compliance with existing law and regulations.

**3.1.1** The accommodation (cabins and reclining chairs) must be vacated in advance of the ship's arrival time to allow for safe disembarking operations. Methods and times of accommodations return, as well as indications of the muster stations in common areas, shall be announced by the Ship's Command.

**3.1.2** Should Passengers with Reduced Mobility need to have a special cabin for disabled passenger, they will promptly inform the Company, which – in order to ensure comfort and security for the entire duration of the trip to the Disabled Passenger and the Passenger with Reduced Mobility - will have to assess the actual availability of the said cabin, since these accommodations are available in a limited number. Disabled Passenger and Passenger with Reduced Mobility can book a special cabin for disabled passenger by calling the telephone number +39 010 2094591.

**Art. 4. CHECK-IN :** (i) for national and European community voyages – for passengers with accompanying vehicles, check-in time is a minimum two hours before the scheduled departure of the ship, and for passengers without accompanying vehicles it is one hour before departure; (ii) for extra - Schengen voyages for passengers with or without accompanying vehicles, check-in time is a minimum four hours before the scheduled departure of the ship. Passengers who do not check in by the stated time will not be permitted to board. Passengers who have checked in must remain in the embarkation area.

**4.1.** Directions on parking in the garage to reach more comfortably lifts shall be provided to disabled passengers and Passengers with Reduced Mobility while awaiting and during boarding operations.

**Art. 5 FAILED DEPARTURE:** Passengers who do not check in by the above stated times, or who do not board the ship indicated on the boarding card shall not be entitled to any refund of the price paid and must instead complete payment of the price of the voyage if this has not been completely paid. No refunds shall either be made in the following cases: (i) embarkation refused for safety reasons, even if the Passenger checked in by the above stated times; (ii) if the Passenger holds documentation which is unsuitable for disembarking at the destination port; (iii) if the Passenger, after having checked in does not board the ship at a suitable time; (iv) if the passenger is not indicated as the ticket holder.

**Art. 6 CANCELLATION AND REFUND:** cancellations must be notified by Passenger to Company directly or by Travel Agency within below reported terms and with application of the following penalties: from booking and up to 20 days before departure 25%; from 19 days and until 4 days before departure 30%; from 3 days and until 2 hours before departure 50%. No refund for Advance Bookings. The above penalties are applied on the total of the tariff for Passengers, booked vehicles and associated additional charges and taxes. The date and time of cancellation must be registered on the ticket by the Company or by the Travel Agency which issued the ticket. The calculation of the terms shall run from the day following the cancellation date and includes the date of departure. No refund shall be paid for cancellations made less than two hours before expected departure, or to passengers not boarding without previously notifying the Company of one of the circumstances envisaged by art. 400 Nav. Code.

In the case of cancellation of a ticket already amended the highest penalty calculated from the amendment date shall apply. There is no option for partial cancellation of a ticket, therefore cancellation shall refer to the entire voyage. Passengers are advised to buy an insurance policy to be covered against the above cancellation penalties. Tickets issued with coupon codes are refundable and may be substituted. Tickets issued at special return rates can be cancelled only with simultaneous cancellation of the outward and return journeys. To receive reimbursement of port fees, passengers who did not make the reserved journey shall send to the Shipping Carrier a written request by registered letter at their head-office in Genoa, Via Balleydier 7, ZIP 16149.

**Art. 7 VARIATIONS:** Amendments to tickets are charged with a fee of Euro 30.00 (thirty/00) and either adjustment for taxes and bunker surcharge, or an amount set in advance and published plus any tariff differences - where the change is to a tariff greater than the original - shall have to be paid. Tickets issued at special return rates may be amended only by paying the above fee on both tickets. No variations are permitted at check-in. For all tickets issued under particular and/or special conditions, no variations are allowed. Any change to tickets issued gives no entitlement to refund, while payment of the difference is due, where the change involves superior accommodation and/or a greater price. Tickets purchased online at [www.gnv.it](http://www.gnv.it) can be solely varied by addressing either our Contact Center or a Travel Agency. No modification can be made to Advance Bookings.

**Art. 8 EARLY/DELAYED DEPARTURES OR ARRIVALS – CANCELLATION OF DEPARTURES – CHANGES OF ITINERARY:** the Passenger has to check, before departure, whether any changes have been made to the timetable registered on the ticket. The Company, for situations envisaged by the Navigation Code and/or its own needs and/or force majeure, has the right to either cancel a scheduled departure time, or to add / omit stopovers; or to depart from a port different from that expected, or to designate the ship on another route, or to advance / delay the departure date/time, or to replace the ship. Should the Passenger be re-protected on a voyage operated by a different Carrier, issuing its own ticket, the sea transport shall be ruled by the General Conditions of the said Carrier.

**8.1** Delayed departure. The Passenger is in any event guaranteed the rights and support as stated by articles 16, 17 and 18 of EU Regulation no 1177/2010, without affecting the exemptions provided for by art. 20 of the same Regulation.

**8.2** Delayed arrival at the destination port. The Passenger is in any event guaranteed the rights and support as stated by articles 16, 17 and 18 of EU Regulation no 1177/2010, without affecting the exemptions provided for by art. 20 of the same Regulation.

- i. refund of 25% of the ticket price for a delay of at least:
  1. two (2) hours in a regular service of duration between four and eight hours inclusive;
  2. three (3) hours in a regular service of duration between eight and twenty four hours inclusive;
  3. six (6) hours in a regular service of greater than twenty four hours.
- ii. refund shall be 50% of the ticket price if the delay exceeds the double of the above indicated terms

**8.3** In the event of either cancellation of a voyage or a prolonged delay, passengers shall be entitled to refreshments and meals depending on their waiting time. These provisions shall apply in relation to the anticipated length of the delay and the distance of the destination port. In addition, the Carrier shall provide hotel accommodation (or accommodation on board of a moored ship) if necessary, and transport from the port to the place of accommodation. Passengers shall be informed by the Carrier about refreshments, transport and hotel / ship accommodation.

**8.4** The Master, for the situations envisaged by the Navigation Code and for situations of objective necessity and/or force majeure, has the right to proceed without a pilot, to tow and assist other ships in any situation, to deviate from the ordinary route in any

direction, for whatever distance and whatever scope attributable to his/her duties as Master, as also decreed by the Navigation Code and International Conventions, and to call at any port or ports which are on or are not on the ship's itinerary before and after departure, including a direction contrary to or beyond the usual route, whether forward or back, in any order, one or more times, or to transfer the Passenger and the vehicle onto any other ship or means of transport, whether belonging to the Company or not, heading for the destination port.

**8.5** The Carrier shall not accept any liability for damages caused to Passengers by the delay or the failure to perform the transport should such circumstance arise from chance, force majeure, adverse marine weather conditions, strikes or any technical breakdowns caused by force majeure or other cause not attributable to the Carrier and in any event in compliance with the provisions of article 402, 403, 404 and 408 of the Navigational Code and EU Regulation No 1177/2010.

**8.6** To submit a claim or request for compensation relevant to delays, cancelled voyages, inconveniences the Customer may contact online Grandi Navi Veloci by filling in the form on [www.gnv.it](http://www.gnv.it) in the area "Claims". The person submitting the claim must be one of the passengers. Applicants may also write to Grandi Navi Veloci SpA, Customer Care, via Balleydier 7 16149 Genoa (Italy) or send their claim by fax no +39 010 5509302.

Applicants must provide their name and contact details, ticket number and details of the voyage concerned. Claims for compensation may only concern the persons booked.

**8.6.1** Complaints relating to cargo, vehicles and passenger injured shall be addressed to our Department "Legale Contenzioso & Assicurazioni", via Balleydier 7 - 16149 Genoa and can also be delivered by fax at +39 010 5509336. Passengers are also informed that every State appointed one or more structures as responsible for implementation of Reg. 1177/2010 (website <http://www.autorita-trasporti.it/>)

**8.7** Passenger rights with reference to a delay and/or for a claim for compensation expire if they are not made and submitted to the Company Customer Care office within two months from the date on which the service was provided or should have been provided. For any claim relating to the above rights the Customer Care office by filling in the form on [www.gnv.it](http://www.gnv.it) in the area "Claims" or writing to [customer-care@gnv.it](mailto:customer-care@gnv.it) or at the fax no +39 010 5509302.

**Art. 9 EMBARKING AND DISEMBARKING VEHICLES:** vehicles shall be called for embarkation in the order instructed by the Master of the ship and/or his assistants and personnel. Vehicle boarding operations, including their arrangement in the space assigned on board (each vehicle must be parked with gear in and handbrake on), disembarking operations and any vehicle transfer from the parking space to the ship and/or from the ship to the parking space are always carried out at the Passenger's sole risk and liability, which does not affect any situations of proven fault by the ship. Passengers shall also remain solely liable for any damages to vehicles, goods and baggage contained therein, any personal damage and to the persons in the vehicle. Passengers are also solely liable for any damages caused to third parties, and their vehicles, goods and luggage (without affecting the provisions of Art. 412 Nav. Code). During loading / unloading only drivers will have access to the garage; the other passengers will have to board and disembark from the special pedestrian access.

In case of default, the Company does not accept responsibility for any damage to property or persons. The vehicle, including any trailer and/or caravan, including contents, is accepted by the Carrier as a single unit of cargo without declaration of value. Therefore any liabilities of the Carrier in consequence of loss and/or damage to the vehicle may not exceed the limit provided for by Art. 423 of the Navigation Code, unless in the case of liability due to malice or gross misconduct. Passengers intending to declare the value of the vehicle must formalise it in writing before booking; the cost of transport of the vehicle shall depend on the declared value.

**9.1** When booking, Passengers must declare the length and height of the vehicle including any luggage on the roof, the type of vehicle and plate. Should the above details do not correspond with those of the vehicle at check-in, payment of the associated tariff difference shall be required as well as the fee for amending the ticket. The Company reserves the right not to embark vehicles not corresponding to values declared at booking in the event of lack of suitable space on the vehicle deck.

**9.02** Vehicles running on LPG must be notified to staff upon embarkation. They shall be parked in an ad hoc section on the ferry's vehicle deck.

**Art. 10 RULES FOR PASSENGERS:** the Passenger is required to observe all Italian and foreign laws, the General Conditions for the Transport of Passengers (CGTP) as published on the site [www.gnv.it](http://www.gnv.it) and also displayed at GNV points of sale and the instructions given by the ship's Master. In addition, Passengers must respond directly to the Company for all contraventions, sanctions, fines and costs the Company is charged with by the ports, customs, health authorities and/or any other authority of any country. In the event of emergency Passengers must report to the Master and Officers and must strictly follow the orders and instructions they are given. The above does not affect GNV Company's right to report passengers who are responsible for the aforesaid conduct where this involves criminal or disciplinary contraventions, in compliance with applicable laws and regulations.

**10.1.** Passengers are also obliged to follow the instructions of the Carrier, prohibiting smoking in the ship's properly marked internal areas.

**10.2** Passengers are required, at their own expense and responsibility, to verify before embarking both their identity documents and the registration documents of any vehicle travelling with them with the relevant Police Authorities in order to ensure that the afore-mentioned documents are appropriate and valid for entry into the country of destination. The Company shall not refund Passengers who are not authorised to embark or disembark by either Border Police or the Company since they are not in possession of the documents required; the Company reserves the right to claim from the Passenger costs and/or fines borne in consequence of the above circumstances.

**10.3** Passengers shall respond for all damages however caused or for damages caused by persons or animals under their control, to the ship's furniture, its furnishings, equipment and accessories, as well as to other Passengers, the Carrier employees or other personnel.

**10.4** Any passenger compromising on-board safety of the voyage, disturbing other passengers and crew or acting in such a way as to cause them discomfort, hindering the crew in the performance of their tasks, failing to observe the instructions of the ship's Master and his/her appointees regarding appropriate conduct on board or compliance with procedures may be subject to the measures necessary to prevent or limit such conduct, including by force within the limits allowed by law, and to either disembark or refuse to continue to transport the said passenger.

**10.5** Grandi Navi Veloci reserve the right not to allow onboard their ships those passengers who, in previous occasions/trips, may have adopted a conduct contrary to the provisions of paragraph 10.4 of the General Conditions for the Transport of Passengers (CGTP) in force.

**Art 11 TRANSPORT OF UNACCOMPANIED MINORS** Passengers aged less than 14 years may not travel alone. Passengers aged less than 14 years must be continually

supervised by parents and/or adults who have them in their care and may not move around the ship without being accompanied. In no event shall the Carrier be liable for damages occurring to minors in violation of the above. Minors entrusted to the care of other people must be provided with indemnity declaration for the maritime carrier, in which the parents or legal guardians declare that they have entrusted the child to a designated person, who will be responsible in all effects of the law. The declaration must be accompanied by a photocopy of a valid identity document for each declarant. The Company reminds that if a minor is travelling with only one parent written authorisation consent is required from the parent who is not travelling, in order to be able to leave the country

**11.1** Passengers aged between 14 and 18 inclusive may travel alone on the condition that they have written authorisation of the parents or guardian, which releases the Carrier from any liability. The declaration must be accompanied by a photocopy of a valid identity document for each declarant.

It is understood that the Passenger is responsible for obtaining all the necessary documentation required by the destination country. The Carrier shall not accept any liability if such documentation is considered insufficient by the authorities in the port of destination.

**Art. 12 PASSENGER HEALTH CONDITIONS:** The Master has the right to refuse transport to anyone who is, in either the Master's or the Company's judgement, in such a physical or mental condition as not to be deemed able to undergo the voyage and/or to anyone who may be a danger to themselves or to the safety of other passengers and/or to anyone found to have abused narcotics, hallucinogens, alcohol or other substances that do not permit him/her to make the journey. In all the above cases the Passenger shall not be entitled to compensation and shall in turn be liable for damages caused to the ship, all of its fittings and equipment, and third parties and to the possessions of third parties. Acceptance of the Passenger on board by the Company shall not be considered as a waiver of any of its rights following potential violation of the conditions by the Passenger whether they were known or otherwise by the company on embarkation and/or departure of the ship.

**12.1** In the event that the Master, also on the recommendation of the Ship's Surgeon, considers that - for any substantiated reason - the presence on board of the Passenger endangers or may endanger either his/her or other Passengers' security, the Master shall have the authority to order his/her landing in any port. Also for this provision, the Passenger shall not be entitled to require the Company and / or the Shipping Carrier any compensation and / or damages for the decisions taken by the Master.

**Art. 13 PASSENGERS REQUIRING SPECIAL ASSISTANCE:** The Passengers with Reduced Mobility and/or disabled, sick or needing specific assistance must submit documents attesting to the right at least 48 working hours prior to the expected departure by contacting GNV Contact Centre either by telephone on number +39 010.2094591- or by e-mail at [info@gnv.it](mailto:info@gnv.it) - under certain conditions the request should be sent at least five working days prior to departure since the ship is not equipped with personnel and / or facilities which can offer substitute individual services, assistance, care or the like to Passengers.

Any assistance offered on board to passengers who have special needs is provided free of charge. Passengers who use wheelchairs or other mobility aids will have to take these with them. The devices on board will be offered subject to availability and upon filling in the appropriate form.

**13.1 PREGNANT WOMEN:** The passenger who knows to be pregnant is required to notify her condition to the ship Master before boarding. For pregnancies without complications, following the sixth month of pregnancy, pregnant Passenger must present to the ship's officer when requested a medical certificate confirming suitability for travelling by sea. She shall also fill in the proper liability form, which can be either unloaded from our website [www.gnv.it](http://www.gnv.it) or obtained from our port ticket offices or sent by our Contact Center (ph. + 39 010 2094 591) All other pregnant Passengers must have a medical certificate authorising travel regardless of the month of pregnancy. In compliance with art. 13 above the Master shall have discretion in all cases.

**Art. 14 EXPLOSIVES, INFLAMMABLE AND DANGEROUS GOODS:** Passengers are strictly prohibited from including in luggage or possessions kept on board vehicles industrial residues or explosive and/or substances which are either inflammable or otherwise dangerous to the safety of the ship, the cargo or other Passengers and members of the crew. In the event of confirmed violation of this prohibition the Master is authorised to confiscate or destroy such substances / goods without the Passenger being able to claim any compensation. The Passenger shall also be held liable for the consequences deriving from violation of this rule.

**14.1** Lighting gas or electric stoves, irons and any item with a naked flame is severely forbidden on board. In the event any such instrument is seized, the same shall not be returned and no compensation shall be required to the maritime Carrier. The Master shall have the right to seize these instruments and get them off the ship, reserving also the right to file charges to the competent authorities. The Carrier may also seek compensation for any possible injury and / or damage to both/either the ship and/or crew.

**Art. 15 WEAPONS:** passengers are required to hand over to the Master's custody all weapons and/or firearms in their possession. In the case of violation, offenders shall have them confiscated and shall be reported to the competent Legal Authority.

**Art. 16 LUGGAGE:** luggage not handed over to the Carrier must only contain the Passenger personal effects. All items of value, jewellery, cash, travellers cheques, etc may be either deposited in the ship's security lockers or sealed in an envelope and given to the on-board Purser who shall issue a receipt without checking its content. Where it is ascertained that luggage not handed over to the Carrier contains items not for personal use, the Passenger must pay triple the price of the tariff for the transport of the objects as well as compensation of possible damages. It is in any event agreed that for luggage and items not handed over to the Carrier, the Carrier's liability is limited to the maximum amount resulting from any written declaration of value issued by the Passenger, also in this latter has paid for extra freight. Otherwise the limit provided for in art. 412 of the Navigation Code shall apply.

**16.1** Only two packages containing personal effects (i.e. clothing) are allowed as hand luggage. Hand luggage in excess of this amount must be stored in a container and the sum of Euro 9.00 per piece shall have to be paid on the routes to and from Tunisia and Morocco.

**16.2** Excess baggage (used furnishings, used domestic electrical items, used furniture etc) not transported on the roof of the car upon embarkation, must be stored in a container made available by the company for the price of Euro 29 per piece on the routes to and from Morocco and Tunisia. Electrical items not conforming to EC directives may not be imported from Tunisia and/or Morocco.

**Art. 17 LOSS AND/OR DAMAGE TO LUGGAGE AND PERSONAL EFFECTS OR VEHICLE:** loss and/or damage to luggage and other personal effects or the vehicle of the Passenger must be notified by the Passenger to the Master of the ship or to the agents and/or the Officers of the Company in the port of disembarkation - under penalty

of forfeiture –in the case of evident loss or damage or within 3 days from return in the case of non-apparent loss or damage. For luggage and items not handed over by the Passenger to the Carrier, the Carrier shall not be liable for losses and/or breakdown unless the Passenger can prove that they were caused by the Carrier. In any event the Carrier shall not be held liable for damages and/or breakdowns attributable to acts of vandalism and/or malice of third parties.

**17.1** The Carrier has set up a lost property service which can be contacted by e-mail [lostandfound@gnv.it](mailto:lostandfound@gnv.it) or by fax +39 010 5509302

**Art. 18 PETS:** the transport of pets (cats, dogs, etc as defined by EU Reg. 576/2013 - Annex I Part A ) by Passengers is permitted provided that they have a certificate of good health, are on a lead and muzzle and that they are registered on a ticket. As required by EU Reg. 576/2013 Article 5 pets (species listed in Annex I Part A) may accompany the owner or person authorized in a number not exceeding 5. In order to comply with hygiene/health regulations, pets, if accepted by the Company, must travel in dedicated cabins (maximum number permitted is two animals per cabin) or in the kennels / cattery. The person traveling with a pet is required to submit an identification document as required for any non-commercial transport. Passengers traveling in cabins with access granted to animals are responsible for the conduct of their own pets for the whole duration of the trip. An external area is available for walking dogs during the voyage, provided they are kept on a lead and muzzle. A partial exception to the above is made for guide dogs for the blind and Civil Protection dogs in service and with appropriate certification. Passengers shall be liable for any damage caused to items and third parties by their pets. The Carrier shall not accept any liability for any animals confiscation / suppression by the Health Authorities of the Port of disembarkation/embarkation or damages to animals arising from escaping, loss or death during the voyage or during embarkation and disembarkation, unless in the case of proven malice and/or negligence by the Carrier. The Passenger shall in any event behave appropriately and diligently in order to avoid and/or prevent such problems.

The Passenger must also ensure that accompanying animals are transported in compliance with all health documentation required by current law at the time of travel to and from the port of destination.

The Company GNV will not reimburse any Passengers not permitted by Border Police and/or health authorities and/or the Company to embark and/or disembark on account of not possessing the proper health certification for their pets.

#### **Art. 19 PASSENGERS INFORMATION**

**19.1** Passengers are also required to notify when booking the following general information: family name and full name (in compliance with MD 83/T of 20/6/2007 of the Ministry of Transport), gender, age category (infant, child, adult). Passengers are required to notify any changes of their personal details. Personal details are collected in compliance with Decree Law no 251 of 13/10/1999 enacting EEC Directive 98/41 of 18/06/1998, the regulations relating to the application of the ISPS code on anti-terrorist rules, and in compliance with the provisions of Legislative Decree no 196/2003 on privacy.

**19.2** When booking, the Passenger is required to provide a mobile phone number. Any cancellations and/or variations shall be notified to the passenger by means of the telephone number provided on booking (including via SMS). GNV shall not be liable for not being able to contact the Passenger if the number is missing, unreachable or incorrect.

**19.3** The Carrier has the right to use the personal data provided by the Passenger, including information concerning purchases in order to:

- make a reservation and/or issue a ticket;
- provide the transport and the associated services;
- accounting, billing, auditing;
- confirming and checking credit cards and other means of payment;
- provide information relevant to the voyage booked (e.g. in case of changes to departure time and/or cancellations)
- immigration checks;
- control, security, health, administration and legal purposes;
- statistical purposes;
- developing and supplying services;
- marketing and market research activities (which shall be carried out only with the Passenger's consent or for which the Carrier gives the Passenger the faculty to be excluded).

The Passenger, solely for the above indicated purposes, authorises the Carrier to use and, where necessary, transmit the personal data provided to:

- companies associated with the Carrier;
- Carriers and other Companies which provide transport or associated services;
- port and commercial agents of the Carrier;
- States and public entities;

**19.4** The shipping company may require, if it is deemed necessary, that a Disabled Passenger or Passenger with Reduced Mobility travels with a companion, who is able to provide adequate assistance to them and in such cases the companion will benefit from the gratuitousness of the ticket(s).

**Art. 20. APPLICABLE LAW AND COMPETENT JURISDICTION:** the conditions for the transport of passengers, their luggage and vehicles is regulated by the Navigation Code, Regulation (EU) no 1177/2010, SOLAS Regulations and is interpreted in accordance with Italian law. For any dispute arising over the interpretation and/or execution of the transport the Court having jurisdiction shall be the one of the applicant's choice, place of residence or address of the defendant. In the case of Passengers residing in Italy having the qualification of consumer in compliance with existing Italian regulations, the Court of residence or domicile of the Passenger shall be the competent jurisdiction.