

GENERAL CONDITIONS OF USE

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Introduction

This document contains the general conditions of use of the website at <http://www.in-lombardia.it> owned and operated for all operational purposes by ARIA S.p.A., with registered office in Milan (Italy), Via Torquato Taramelli, 26, VAT no. 05017630152 (hereinafter referred to respectively as “**Terms and Conditions**” and “**Website**”) with which all persons intending to navigate on the pages of the Website (hereinafter referred to as “**User**” o “**Users**”) must comply.

Connection, access to the Website and, in any event, any action involving navigation on its web pages imply full and unconditional acceptance by the User of all the provisions of these Conditions.

These General Terms and Conditions may be changed at any time, upon the occurrence of a justifiable reason. In particular, they may be amended not only in terms of mere formal changes and to introduce more favourable conditions than those set out herein, but also upon the occurrence of the following events/requirements: (i) in the event of technical requirements; (ii) in the event of changes to the relevant laws and regulations; (iii) in the event of changes to the use of the services. In cases where the General Terms and Conditions are amended - except for purely formal changes, changes that improve the user's experience, and for the introduction of a new service - the user will be notified by means of appropriate notices through the Website. These changes will be effective as of the date to be indicated in the notice.

Users are therefore invited to access on a regular basis this section to check the publication of the most recent and up-to-date Terms and Conditions of the Website.

Article 1 - Industrial and Intellectual Property Rights

Users of the Website are advised that all content published or made available through the Website in the form of texts, articles, photographs, drawings, animated sequences, audio or video recordings, icon buttons, graphics and tables, graphic representations, as well as trademarks, logos, other distinctive signs (including the domain name of the Website) in any shape, colour and size represented on the Website are the property of Aria S.p.A. and/or its assignees and/or their respective rightful owners and licensors and are protected by applicable laws, national and otherwise, particularly with regard to industrial and/or intellectual property rights.

Software of any kind used on the Website and/or for its operation are protected by the law on copyright and their use, without prior written agreement of the owner and holder of the exclusive rights of use, shall be deemed prohibited.

The contents of the Website and the information referred to in Article 2 below may only be used for personal and non-commercial use, unless otherwise agreed.

In particular, to the extent permitted by law, any copying, use, extraction, reproduction, representation, adaptation, modification, incorporation, translation, commercialisation, partial or total publication - in any way or form, through any medium, channel or support (paper, computer, telematic) - of one or more of the aforementioned contents and elements, are prohibited without the prior written authorisation of the respective legitimate owners.

Finally, the contents of the Website may not be used for commercial purposes including, inter alia, for the purpose to set up databases of any kind or type, or to be stored (in whole or in part) in pre-existing databases, either accessible exclusively by the creator or made available to third parties.

Article 2 - Website content: information on products and services - exclusion of liability

The Website is intended to provide general information on the institutional activities of ARIA S.p.A. or the Sole Shareholder "Regione Lombardia" as well as on the activities, products and services of public and private sector tourism operators active in the Lombardy region.

Although this information is constantly verified and updated, its content may not be, and should not be considered, exhaustive or up-to-date. No guarantees can therefore be given in this respect. When navigating on the Website, the User must carry out an independent and additional verification of the correctness of the information contained therein.

The information, photographs and illustrations appearing on the pages of this Website are based on the characteristics and specifications, as well as on current service offers valid at the time of their online publication and are intended to provide a general information on the services offered by tour operators.

FOR DETAILED INFORMATION ON TYPES, CHARACTERISTICS AND CONDITIONS OF THE SERVICES PRESENTED VIA THE WEBSITE, THE USER IS ADVISED TO CONTACT THE TOUR OPERATOR THAT HAS PUBLISHED OR OTHERWISE MADE THE CONTENT AVAILABLE, TO WHOM A BOOKING REQUEST MAY ALSO BE ADDRESSED AS PRESENTED ON THE PAGES OF THE WEBSITE.

Article 3 - Personal Data

Any personal information and, in general, any other data of a confidential nature that may be provided by the User shall be processed for the purposes and in the manner better described in the Privacy Policy containing provision on personal data processing, published on the website www.in-lombardia.it in the section PRIVACY AND COOKIES.

Article 4 - Cookies

A cookie is a small text sent by the Website to the User's browser, which is stored on the User's personal computer or other device.

The cookie is used to record data relating to the User's navigation on the Website for the purpose of providing personalised information so that the server of the Website operator can identify the User.

For more information on the use of cookies by the Website, please read carefully the Extended Cookie Policy posted on www.in-lombardia.it in the section PRIVACY AND COOKIES.

Article 5 - Links and hyperlinks to other websites

Links to third-party sites may also be included on the Website. Hyperlinks have the function of facilitating the User's navigation without there being any relationship between the content of the Website and that of the third party site, accessible through the link, which remains outside the sphere of action of ARIA S.p.A.

In addition, ARIA S.p.A. hereby states that it cannot in any way affect the structure of the third party sites linked to its own nor have any knowledge of the truthfulness, correctness and appropriateness of the materials and/or information contained therein, and this also in the event that there is a commercial relationship between ARIA S.p.A. and the third party owner of the site accessible through the link.

Establishing a link to this Website requires prior written authorisation from ARIA S.p.A.

Without such prior authorisation, it is in no way permitted to create links to the home page of the Website nor to internal and/or ancillary pages of the Website, effectively creating a so-called "deep link" nor linking to or presenting the content of the Website within another website, by means of a so-called "framing".

Violation of the provisions of the preceding paragraphs also constitutes conduct liable to prosecution under the rule of unfair competition, within the meaning of the relevant provisions of Italian law.

Article 6 – Newsletter of #inLombardia

The newsletter service is free of charge and can be activated by each user by simply indicating their name, surname and e-mail address in the registration form present on the Website.

The subject of the newsletter will be events, shows, exhibitions scheduled in the Lombardy Region and, in general, any other information concerning the tourism offer in the area.

The frequency of sending the newsletter is also decided by ARIA S.p.A. depending on the events being programming. ARIA S.p.A. therefore reserves the right to make changes to the periodicity of sending the newsletter and/or to discontinue the service forever or on certain days and/or periods of the year, such as, for example, holiday/summer periods.

The User who has subscribed to the Service may, at any time, deactivate it by following the instructions given in the footer of the newsletter email or by sending an e-mail to privacy@pec.ariaspa.it.

Article 7 – Security

The User undertakes to use this Website in accordance with these Terms and Conditions and the law, as applicable from time to time, without making any changes that may cause damage of any kind, impacting the functioning of the Website or any server or service connected to it.

Users are in no way authorised to use the Website in such a way as to damage, block, burden or otherwise - even potentially - impair the servers on which the Website is based, or the networks connected thereto.

In the use of the Website or any server or service accessible through it, the User undertakes to observe the following behaviour:

- to comply with the national, EU and international laws and/or regulations in force and applicable, as well as the rights held by third parties;
- not to cause prejudice to the image of ARIA S.p.A. and/or its sole shareholder "Regione Lombardia" or, again, to other Users for any reason and in any form whatsoever.

The User shall be solely liable for any damage resulting from the violation of the provisions of these Terms and Conditions and undertakes to indemnify and hold harmless ARIA S.p.A. and/or its sole shareholder "Regione Lombardia" from any damage, loss, liability or cost (including legal costs relating to any actions taken by third parties against the latter) arising out of or resulting from such breach, in particular those resulting in an infringement of personal rights, an intellectual and/or industrial property right, public order, morality or criminal provisions of national and/or international law in force.

Article 8 - Limitation of Liability

Given the nature and inherent characteristics of the Internet, it is not possible to guarantee the continuous functioning of the Website and/or the services available therein or the absence of errors, nor can any guarantee be provided as to the consequences that may arise from the use of the Website and/or services or the accuracy or reliability of content and information provided through the Website.

The Website is made available as is. Its functionality is subject to its correct use by the User in accordance with these Terms and Conditions.