

# General conditions of sale



These general conditions of sale (hereinafter, the "General Conditions") apply to contract concluded between MagicLand S.p.A., with registered office in Valmontone (RM) via della Pace, Code Tax, VAT number and Registration in the Register of Companies of Rome n. 03566320176 (hereinafter also the "Company") and the Customer concerning the on-line purchase by the latter of the title of entry (hereinafter, the "Ticket") or subscription (hereinafter, "Subscription") to the Park Fun in Valmontone (RM), Via della Pace, called "MagicLand" (hereinafter, the "Park Entertainment").

## TICKET

1. The Ticket is issued at the time of online purchase and contextually sent to Customer to the e-mail address indicated by the latter. If you want to use a ticket purchased online and not used, on a different date than that indicated on the title, you can go to the Info Point and ask for the ticket date change by paying a supplement to the price at the Info Point.

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3. The Ticket allows the Customer to access the Amusement Park and attractions available daily on the date of visit of the purchased title. They are not included in the Ticket for the use of videogames and / or redemption games and all activities or attractions for which the payment of an additional price and not included in its own is expected offer.

4. The Customer expressly acknowledges that the seasonal calendar as well as the times of opening / closing of the Amusement Park may vary during the season for organizational / technical reasons.

5. The purchase of the Ticket implies acceptance that for reasons of force majeure (as in case of atmospheric events, serious and proven organizational and / or technical needs, etc.), the usability of some services and / or attractions may be limited, so no payment will be due reimbursement.

6. At the entrance to the Amusement Park, the Customer must present the Ticket in order to access the structure. The Ticket must be kept and shown to MagicLand staff in case of a check.

7. The Ticket is non-refundable and non-nominative, but after validation at the entrance and once crossed the threshold of the Amusement Park by its bearer, becomes strictly personal and not transferable to third parties.

8. In case of loss of the Ticket it will not be possible to make a duplicate of the same, but it will have to be re-welded to allow a new access.

9. In case of violation of the provisions of the General Regulations of the Amusement Park or, however, of an improper / incorrect use of the Ticket by the Customer, the Park Management reserves the right to resolve pursuant to and for the purposes of art. 1456 cod. civ. the relevant contract with the Customer and to inhibit access to the Park.

10. By accepting these General Conditions, the Customer expressly acknowledges and accepts that the right of withdrawal pursuant to articles 52 to 58 of Legislative Decree no. 206/2005 no finds application with reference to the contract between the Company and the Customer as mentioned contract, pursuant to and for the purposes of the provisions of art. 59, paragraph 1, lett. n)

of Legislative Decree n. 206/2005, relates to services relating to leisure activities and provides for a date or a specific and detailed execution period from the calendar of the Amusement Park.

11. The Customer assumes all civil, criminal and administrative liability consequent on him and / or connected to damages possibly deriving from things and people due of the breach by you of the provisions of the contract concluded with the Company, pledging to keep the latter completely relieved and harmless from any any claim, action, reason and / or question in this regard.

12. The contract between the Company and the Customer is governed by Italian law. Without prejudice to any mandatory provisions of the law, for any dispute relating to validity, to the effectiveness, interpretation and / or execution of the contract between the Company and the Customer will be the Court of Velletri has exclusive jurisdiction.

#### SEASON PASS

1 The customer who purchased the Subscription will receive a receipt with an ID code via e-mail which certifies the issue of the Access Ticket, which will then be converted by the Customer into paper format on the first day of visit to the Amusement Park.

2 The Subscription allows access to the Amusement park on all the days provided for by opening calendar. The use of video games and / or are not included in the Subscription redemption games and all activities or attractions for which payment is required additional price and not included in its offer.

3 The Subscription can be of four types, SILVER, GOLD, BRONZE and 2 Parks MagicLand + Zoomarine whose advantages are reported within the dedicated purchase page: <https://magicland.it/en/organizza-la-tua-visita/abbonamenti>.

4 The Customer expressly acknowledges that the seasonal calendar as well as the opening times opening / closing of the Amusement Park may vary during the season for organizational / technical reasons.

5 The purchase of the Subscription implies the acceptance that for reasons of force majeure (as in the case of atmospheric events, serious and proven organizational and / or technical needs, etc.), the usability of some services and / or attractions may be limited, so it will not be due no refund.

6 After purchasing the Subscription, the Customer must go to the Info Point to convert the purchase in the Tax Ticket and subsequently in the Subscription card. To withdraw the Subscription the customer must provide the info point with the receipt with the ID code of the operation carried out and received by email at the indicated address.

7 The Subscription, as a name, is strictly personal and not transferable to third parties and for allow entry and must always be shown accompanied by an identity document valid, with photo of the owner.

8 Following a report of loss or theft to be presented to the Amusement Park, it will be it is possible to issue a duplicate of the Subscription at a cost of € 5.00. (five euro).

9 In case of violation of the provisions of the General Regulations of the Amusement Park or, in any case, of an improper / incorrect use of the Ticket by the Customer, the Park Management

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## RESTAURANT SERVICES AND ADDITIONAL PRODUCTS

The following services, such as, by way of example, the Catering, Magic Pass and the Parking, they are not refundable and can only be used on the reservation date of the day (s) of visit. As regards the parking, the customer also declares to have read and declares to accept the rules shown on the page:

<https://magicland.it/Content/Media/Regolamento%20Parcheggio.pdf>

to be understood below fully transcribed. As regards the Magic Pass, the Customer also declares that he has read and accepts the regulation reported on the page:

[https://magicland.it/Content/Media/Regolamenti/REGOLAMENTO\\_MAGICPASS.pdf](https://magicland.it/Content/Media/Regolamenti/REGOLAMENTO_MAGICPASS.pdf) to be understood below fully transcribed.

The "Flexi" Supplement offers the possibility to extend the validity of the Ticket by 10 days starting

from the selected visit date and based on the Park opening days indicated on the calendar on line. Once purchased, no refund claim can be made.

## REGULATION OF MEASURES FOR CONTRAST AND CONTAINMENT OF DISSEMINATION OF THE VIRUS COVID- 19

MagicLand adopts this regulatory document, in implementation of the Protocol national adopted on March 14, 2020 between the social partners in the presence of the government, and additions made with the subsequent Shared Protocol of 24 April 2020. There are therefore some measures that this year they will have to live with fun. Anyone who exhibits behavior reckless and contrary to this regulation or the rules of containment of the virus, will be subject measures that may also consist in the immediate removal from MagicLand without any refund being due, as well as in



reporting to the competent authorities.

The purchase of any service within the magicland.it site implies full acceptance of the internal regulations reported on the web page [https://magicland.it/Content/Media/Regolamenti/Regolamento\\_MagicLand.pdf](https://magicland.it/Content/Media/Regolamenti/Regolamento_MagicLand.pdf)

## DISCLOSURE PURSUANT TO ART. 13-14 OF THE GDPR (GENERAL DATA PROTECTION REGULATION) 2016/679

According to the legislation indicated, this treatment will be based on principles of correctness, lawfulness,

transparency and protection of your privacy and your rights. This privacy statement ("Information") is provided in order to illustrate the methods, purposes and timing of collection and use of your personal data. With the information, we also communicate your rights and the methods of exercising the themselves.

## UPDATES

The information will be constantly updated, due to the changes that the activity may undergo over time, also following the satisfaction needs of our customers, by reason of a more continuous and careful analysis of your rights and legal safeguards to be adopted. We therefore invite you to carefully read this Policy and to review it regularly to be always aware and updated. Pursuant to article 13 of the GDPR 2016/679, therefore, we provide you with the following information:

## A - PURPOSE

Your personal data (provided by you, by third parties or coming, within the limits of the law, from public directories) can be processed for the following expressly stated purposes: fulfill a legal obligation or regulation; fulfill a contractual obligation or extra-contractual, for direct commercial purposes (to offer services or goods to the interested party), to perform profiling, for indirect commercial purposes with transfer of data to third parties, for purposes commercial posts, send periodic communications.

Special cases of data:

- under the age of 18 and over the age of 16. Your data will be processed excluding purposes other than those for which you requested our services;
  - your data may be transferred to third parties for the stated purposes;
- B - WHICH DATA ARE COLLECTED:

Data provided directly by you: registration on our website, subscription of services proposed at the Park or through the website, newsletter registration, purchase season tickets, tickets, access to a service in the Park that requires communication from data for the performance of the same (for example: reception services, infirmary, objects lost), completion of questionnaires, video surveillance for compliance with the regulations on security, obligations imposed by the competent authorities, telephone reservations, e-mail or contact details telephone for information,

clarifications, advice, requests, complaints etc. , release of data for the purpose of receive information, discounts or commercial communications from our Partners on the occasion of events in order to collect images, images for sales purposes, through the points photos, whose discipline is declined within the Park Regulation, Data provided by intermediaries by You are in charge of booking or purchasing the services sold, and / or telephone reservations.

## C - DATA PROCESSING METHODS

The processing of your data takes place by means of manual and paper tools and by means of tools electronic and automated.

Within the Company, they may become aware of your personal data, as responsible or processors:

- employees, managers and directors or partners. Consent to treatment by such staff it is not required since it is inherent in the necessary modalities provided by law. Outside the Company, your data may be processed by:
  - collaborators subject to a non-dependent employment contract operating outside the structures
  - suppliers of the services purchased
- salespeople subject to non-employee employment contracts operating outside the structures firm
- consultants of any kind.

It is your right to request and obtain the list of third parties to whom these data are transmitted. Is required your consent to the transmission of data to such third parties but, in case of refusal, the Company may not be able to provide the requested services or fulfill the obligations for which it is committed in his regards.

The data controller uses IT systems in co-ownership with third parties - the controller may delegate the processing of your data to others sub responsible;

- For so-called 'particular' data already called 'sensitive' pursuant to art. 9 and 10 of the regulation European processing can only take place with your written consent subject to the exceptions of law.
- The so-called 'biometric' data you provide will be processed with your consent where necessary and for the purposes indicated in this treatment form.
- Your data may be profiled with your optional consent. Your data they can be transferred to a foreign country.
- Your data will be kept for the time necessary to carry out the existing relationship with you and in order to guarantee mutual protection of rights and legal obligations.
- Your data that should not be kept for specific legal obligation will be deleted within 10 years. Exclusively for the acquired images (video surveillance and photo points) the retention period is a maximum of 30 days.

- The logics in particular used by the Company for profiling are: type of core family, geographical origin, identification of specific targets in case of events, assessments made by the customer.

## D - DATA SUBJECT'S RIGHTS

- You can, at any time, exercise the following rights expressly recognized as useful by the Regulations:
- has the right to lodge a complaint with the Guarantor for the protection of personal data
- has the right to have your data always accurate and up to date;
- has the right to withdraw consent to the processing of your data within the limits of the law.
- has the right to view the data processed by us concerning you by written request, too IT-type. You have the right to get an answer within thirty days from the request, in printable format; has the right to rectification and updating of your data in any moment.
- has the right to delete data concerning you, within the limits of the law.
- has the right to limit the processing of your data and therefore keep it but not used.
- has the right to be informed and oppose the modification and cancellation of your data.
- has the right to be able to transfer your data - stored and processed electronically - to another operator, in electronically readable format.
- has the right to object to the processing of your data, to profiling, to the use of data for direct marketing, profiling for public interest or for scientific research purposes or historical or statistical.
- The company may, in certain circumstances, adopt automated procedures for the purpose of make decisions that may have legal effects on you. Then, has the right to request that your position be assessed by a human operator;
- Since your data may be processed for the purpose of carrying out e-commerce activities, they can be transferred to third parties involved in the distribution chain;
- The company can process your data in order to communicate with you about initiatives commercial or informative or didactic (so-called newsletter), only with your consent always revocable;
- has the right to be consulted when assessing the security procedures for processing and protection of your data.

#### E - INDICATION OF THE PARTIES INVOLVED IN THE TREATMENT

Holder of the treatment: MagicLand Spa a s.u. (the Company) with operational headquarters in Via della Pace snc in Valmontone (Rome).

#### F - THE CONTROLLERS:

Some of the co-owners are: Telecom S.p.a., Cegeka S.p.a., OneDoc, Zucchetti, Best Union Company S.p.a., Mathematicians, Facebook. It is your right to request and obtain the list of third parties to whom these data are transmitted. The list can be found at the Company's registered office or on simple request to be made to the email address [info@magicland.it](mailto:info@magicland.it)

#### G - METHOD OF EXERCISE OF YOUR RIGHTS

The exercise of your rights and all your requests can be formulated through communications written to the Company address: Via della Pace snc in Valmontone (Rome) or to the mail address [electronics.info@magicland.it](mailto:electronics.info@magicland.it)

In any case, we invite you to always take a first direct contact with the Company in order to be able to give you clarifications, information or quickly resolve the matter you submit to us, your right to appeal to the Privacy Guarantor remains unchanged.

#### H - REFERENCE TO THE COMPLETE INFORMATION MODEL

This document represents a concise form of information. You can find the information more extensive and complete on the website [www.magicland.it](http://www.magicland.it) or in hard copy at the corporate offices, at the Park (Infopoint and Welcome Service).