



## **TERMS OF USE and PRIVACY POLICY**

for the Life Beyond Tourism® Photoblog

### **A. TERMS OF USE**

#### **1. Acceptance of terms**

In accessing the website and consulting the Photoblog, the user expressly agrees to abide by the terms and conditions described hereinafter, and to comply with all applicable regulations.

#### **2. General circumstances governing the upload of photographs**

**a.** The “Life Beyond Tourism® Organization” reserves the right to monitor any part of the website in which users may transmit or publish material submitted, or communicate directly with one another;

**b.** All contributions, photographs and/or written work must be assessed and approved by the Photoblog Administrator prior to publication;

**c.** The user agrees to provide the title of the photograph, a description of the photograph, his or her name, age and country of origin, and five keywords (tags) for any photographs that he or she may upload;

**d.** No images may be larger than 500 Kb (images exceeding this limit will not be published);

**e.** Any user uploading a photograph onto the website must own all rights to the image (i.e. he or she must be its owner) and guarantee that it is fully usable, under his or her sole responsibility; the user must also be the author of the accompanying comment;

**f.** No images published may be uploaded on behalf of third parties;

**g.** No published remarks or comments may be written on behalf of third parties;

**h.** All photographs and comments shall be governed by the ethical rules of Netiquette.

**i.** No photographs, images or collages that are obscene, pornographic, or erotic, that may be construed to encourage pedophilia, or that may in any way offend other people's sensitivity, are permitted.

**l.** No photographs or images offensive to any religion or creed, or having content and/or messages that may be construed to be discriminatory, racist or offensive to human rights, are permitted.

**m.** No photographs or images that may be construed to subvert public order, morality, decency or propriety, are permitted.

**n.** No discussions or comments that may be construed to be of a political nature are permitted in any section of the website.



**o.** It is strictly forbidden to upload onto the website, to publish or to disseminate via the website any slanderous, offensive, insulting, obscene or threatening material that may be construed to impinge on a person's right to privacy, to entail responsibility of any kind, or to be in breach of the law in any way.

**p.** No portraits, group photographs or images in which persons are recognizable, are permitted unless those persons have given the user uploading the image their express consent to the publication of that material on this website; moreover, the user maintains sole responsibility for any and all consequences or repercussions deriving from the failure to comply with this obligation.

### **3. Use of the website and its contents**

**a.** This website and all of the content, products, materials, services and information available on this website, including any content whose copyright may be owned by third parties, are intended solely for personal and non-commercial use, and only in full compliance with that copyright.

**b.** No images, photographs, information or comments from any section of this website may be copied, modified, reproduced, published, transcribed, disseminated, transmitted, viewed, executed, granted under license, used for the creation of separate works, transferred or sold in any manner or form whatsoever.

**c.** In the event of a breach of these regulations, the Photoblog Manager and the “Life Beyond Tourism® Organization” staff reserve the right, in their own final and unchallengeable judgment, to repeal a user's membership of the Community portal at any time and without prior warning, to restrict access to use of the website, and to remove any messages and/or photographs and/or comments containing material judged to be offensive, slanderous, obscene or otherwise unacceptable.

### **4. Use of the website**

It is strictly forbidden to use this website to disturb, harass or molest any person, firm, institution, company, or end user in any manner or form.

### **5. Limitation of responsibility**

**a.** The “Life Beyond Tourism® Organization” does not guarantee:

- that any of the materials and/or services offered by this website are necessarily accurate or complete;

- that the server hosting this website is free of viruses or any other components that might infect, jeopardize or damage a computer or any other property when accessing, exploring or downloading, or while using the website in any other way.



**b.** The “Life Beyond Tourism® Organization” does not guarantee that any of the information or data contained in this website is either complete or correct.

**c.** The “Life Beyond Tourism® Organization” declines any and all responsibility for any loss and/or damage caused by or connected with use of this website.

**d.** Under no circumstances may the “Life Beyond Tourism® Organization” or its staff be held responsible for direct, indirect, or consequential damage of any kind either caused by the use of, or the inability to use, this website, or considered to have been caused by the use of this website.

**e.** If the “Life Beyond Tourism® Organization” is summoned to court by third parties in connection with the conduct, uploading of content, or modalities of use of the service by a user, that user implicitly agrees to fully release the “Life Beyond Tourism® Organization” from any and all responsibility in connection with claims for damages put forward by third parties, and to reimburse any expenses or financial losses incurred by the “Life Beyond Tourism® Organization, whether directly or indirectly, in the context of legal action connected with that summons.

## **6. Use of the sent/uploaded/published material**

**a.** Major visibility will be given to the uploaded photographic material, also through the publication of the uploaded photographic material on other websites that collaborates and/or have joined Life Beyond Tourism®. In this case, the uploaded photographic material will be marked/signed with a wording able to state that the photograph comes from the Life Beyond Tourism® Photoblog.

**b.** The user agrees that any profit or monetary earning addressed to the owner of the uploaded photographic material is absolutely excluded. Moreover, any sent, uploaded and/or published material is intended to be as a donation to the Life Beyond Tourism® Photoblog and it will thus be an integral part of the Life Beyond Tourism® Photoblog

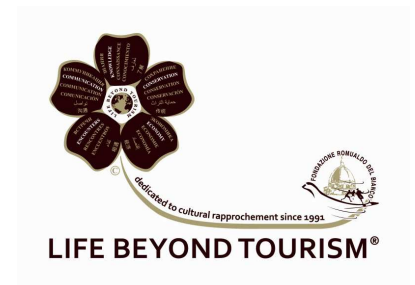
**c.** The suspension and/or conclusion of any user’s registration from the Life Beyond Tourism® Photoblog – due to any possible motivation occurred – will NOT imply the deletion of the user’s sent, uploaded and/or published material, the only exception being when the relevant material may turn out not to be of the above user’s property.

## **B. PRIVACY POLICY**

This paragraph provides clarification regarding data collected, the modalities and purposes of the processing of that data, the possibility of communicating that data to third parties, and other information which the user may find useful in assessing respect for his or her rights.

Personal data will always be treated and used in compliance with the principles of propriety, legality, transparency and the protection of confidentiality and of the rights of the person whose data is being processed.

*a. data collected:*



Over and above the information collected when a user registers with the website, the Life Beyond Tourism® Organization” also collects:

- an e-mail address for provision of the service itself and for sending confirmation and account access e-mails, as well as all other information required for provision of the service;
- personal and contact information in the event comments are sent to us or requests are submitted to us;
- information relating to use of the website, statistics relating to access and pages visited, and the user's IP address, timestamp, and clicks on banners or on links hosted by the website. This information enables us to improve the service offered and is saved through cookies. A user may disable those cookies at any time, although such action may make it impossible for the user to then use some of the services offered.

*b. purposes:*

Data provided will be processed:

- to guarantee the full implementation of this document's content;
- to guarantee the dispatch of communications and/or materials relating to initiatives promoted by the Life Beyond Tourism® Organization. Users may query and/or dispute this use at any time;
- to allow users to make optimum use of our services;
- to assess the use of given services in preference to others, in order to allow us to improve those services;
- to personalize the way in which a user can surf the website;
- to provide the user with commercial information and information on promotions;
- to increase security in the use of the website, and to ensure compliance with the terms and conditions of use of the website;
- to fulfill any and all obligations enjoined on us by the law or by Community regulations;
- to safeguard legitimate interests or to assert or defend rights.

*c. method and staff:*

In pursuit of the above-mentioned purposes, data is processed principally with IT and data transmission tools, guaranteeing the most complete confidentiality and relevance at all times, without exceeding the requirements of those aims and purposes, in connection with the recording of the data and the length of time for which the data is held.

For those aims and purposes, the data may be processed by the following classes of staff and/or management members: persons and entities identified on the Life Beyond Tourism® Organization portal, staff and companies/professional people that cooperate with the LBT Organization.



*d. communications*

Saving communications dispatched in compliance with legal obligations, to safeguard a legitimate interest, or to assert or defend a right, the “Life Beyond Tourism® Organization” will not communicate or sell on its users' data to third parties for commercial communication purposes other than where users have expressly authorized the “Life Beyond Tourism® Organization” to do so.

*e. data required and user rights*

Essential data required to complete registration is marked with an asterisk. Other data, useful for optimizing relations with the user, may or may not be provided as the user chooses.

The user may avail him or herself of all the rights enshrined in Article 7 of Law 196/2003, including:

- being provided with confirmation of the existence, or otherwise, of personal data concerning him or her, even if he or she has not yet been registered, and receiving communication of the same in an intelligible format;
- being informed regarding the origin of personal data, the purpose served by that data, the manner in which that data is processed, and the cancellation;
- updating, rectification or, if the user so desires, the further supplementation of that data;
- totally or partially opposing the processing of personal data concerning him or her for legitimate reasons, even where that data may be required for collection purposes.

*f. ownership and contacts*

In connection with any doubts, or to report any problems, illegal activity or breaches of the law, and/or to exercise or assert his or her rights, the user may send an e-mail directly to the data controller: Fly Events S.r.l., whose registered office is located in via del Giglio, 10, 50123-Florence, Italy, in the person of its legal representative, at the following address [privacy@lifebeyondtourism.com](mailto:privacy@lifebeyondtourism.com).