



GENERAL TERMS AND CONDITIONS FOR SUBSCRIPTIONS

These General Terms and Conditions for Subscriptions (the “**General Terms and Conditions**”) regulate the subscription plans (the “**Subscriptions**”) to the printed editions of the historic magazine published by La Biennale di Venezia (“**The Magazine**”) which may be purchased on the website <https://store.labiennale.org> (the “**Website**”). These General Terms and Conditions constitute a binding agreement between each user subscribed to the Magazine (the “**User**”) and the Fondazione La Biennale di Venezia – Ca’ Giustinian 1364/A, 30124 Venice – registration REA n. 136755 (hereinafter the “**Fondazione**”).

1. Scope of application of the general terms and conditions

1.1. These General Terms and Conditions constitute the full agreement between the User and the Fondazione as regards undersigning and using the Subscriptions.

1.2. By declaring to accept these General Terms and Conditions when purchasing a Subscription on the Website, the User pledges to respect these General Terms and Conditions. The User may not purchase the Subscriptions or use them should they not accept these General Terms and Conditions.

2. Changes to the General Terms and Conditions

2.1. The Fondazione reserves the right to make changes as needed to these General Terms and Conditions, for example:

- to ensure compliance with newly enacted legal provisions;

- for technical reasons;

- for other reasonable motives relating to the sales activities of the Fondazione, as communicated when needed to the User..

2.2. Users will be notified of such changes by e-mail. The amended General Terms and Conditions will become effective 15 days after the date on which the User is notified of the modifications. Should the User not agree with the changes to the General Terms and Conditions, they will be free to withdraw at no cost from these General Terms and Conditions within this 15-day period, notifying the Fondazione in writing, at the following email address: abbonamenti@labiennale.org. If this period expires without the User having exercised his right to withdraw, the modifications made to the General Terms and Conditions by the Fondazione will be deemed to have been accepted by the User.

3. Purchasing a Subscription

3.1. To purchase one or more Subscriptions, it is necessary to create an account on the Website (or to sign in by entering the credentials of an existing account), providing all the required data marked with an asterisk. For the purposes of registration on the Website, an email address is required.

3.2. Payment of the price of a Subscription varies depending on the selected Subscription plan, as specified in art.4. Payment must be made upon placement of the order. Payment may be made by credit or debit card, or Paypal. Within their personal customer portal on the website, the User may change the information about the payment method to be used at any time. Payments made by credit card will be processed through a service offered by an authorized third party payment processor. The User acknowledges and accepts that the data relative to the credit card will be sent directly to the payments processor and that consequently the Fondazione will neither collect nor process this data (except for the last four numbers of the card used and the expiration date). The User declares and guarantees that they can legitimately use the payment card specified during the purchase, and that the card is valid and has sufficient funds. Should the payment card not be accepted by the authorised intermediaries or have insufficient funds, it will not be possible to finalise the order and the User must provide an alternative means of payment.

3.3. The Fondazione will charge the amount due by the User concurrently with their confirmation of the purchase of the Subscription.

3.4. After confirming the purchase, the User will receive an email from the Fondazione with confirmation of the purchase, that will contain information regarding the essential characteristics of the Subscription, along with a detailed breakdown of the total price paid. The confirmation message will be sent by the Fondazione exclusively to the email address provided by the User when registering on the Website.

3.5. The User acknowledges and agrees that an active account is required to access the Subscriptions, and also acknowledges that, in the event the account is deleted, it will no longer be possible to use the Subscriptions.

4. Subscription Plans

4.1. Various Subscription plans are available for purchase by the User, which allow the purchase of printed editions of La Biennale di Venezia Magazine. The Subscription plans available for purchase by the User are as follows:

4.2. **Basic**: allows the purchase of four (4) issues of the Magazine from the date the subscription is purchased at a cost of 99.00 euro.

4.3. **Pro**: allows the purchase of eight (8) issues of the Magazine from the date the subscription is purchased at a cost of 190.00 euro. It



is understood that without prejudice to the shipping conditions outlined in art. 10 of the terms of sales of the Store La Biennale di Venezia <https://store.labiennale.org/condizioni-di-vendita/>, the relative shipping costs will be added to the price of each subscription.

5. **Subscription duration and renewal**

5.1. These General Terms and Conditions remain effective indefinitely, without prejudice to the right of either party to withdraw from them at any time, providing written notice to the other. It is understood, however, that should one of the parties exercise its right to withdraw, this withdrawal will not affect the Subscriptions purchased before the date the withdrawal becomes effective, and they will continue to be regulated by the applicable General Terms and Conditions until the obligations of the parties relative to these Subscriptions have been completely fulfilled.

5.2. The User recognizes and accepts that the Fondazione in no way guarantees that it will always be possible to purchase a Subscription on the Website. The Company further reserves the right at any time to suspend or permanently terminate access to the Website, including the right to suspend or permanently delete the User's account, with no obligation of advance notice. This will not affect the rights already acquired by the User with reference to previously purchased Subscriptions. Finally, the Fondazione reserves the right to cancel any previously purchased Subscriptions, fully or in part, subject to refunding the User for the portion of the Subscription period that can no longer be enjoyed.

6. **Right to withdraw**

6.1. Pursuant to and within the limits of Leg. Decree 2006/2005 (Consumer code), the following is governed by art. 12 of the terms of sales published on the website of the Store La Biennale di Venezia <https://store.labiennale.org/condizioni-di-vendita/>

7. **User statements and guarantees**

7.1. The User states and guarantees:

- i. that he may legitimately accept these General Terms and Conditions;
- ii. that if a physical person, they are of legal age;
- iii. that all personal data and information communicated to the Fondazione during the process to purchase the Subscription are truthful, correct and up-to-date. The Fondazione reserves the right to verify the provided information at any time and with any means available to it, including by requesting appropriate supporting documentation from the User, and in case of violation of this Art. 7.1, to cancel or suspend the Subscription.

8. **Privacy**

8.1. The Fondazione will process the User's personal data for the purposes and in the ways specified in the Privacy policy provided during the registration process for the website, and available at this address <https://store.labiennale.org/condizioni-di-vendita/>

9. **Complaints and guarantees**

9.1. The Fondazione makes no statements or guarantees regarding the Subscriptions, including but not limited to statements and guarantees regarding the availability of the Website, and the Subscriptions, to their accuracy, to their uninterrupted operation, to their suitability to meet the User's requirements or needs or the results that may be achieved by using them.

9.2. To the extent allowed by applicable law, except in cases of wrongful misconduct or gross negligence, the Fondazione disclaims any liability towards the user, on any grounds, deriving from the use and fruition of the Subscriptions.

9.3. For further information, please refer to the matters governed by art. 15 of the terms of sales of the Store La Biennale di Venezia <https://store.labiennale.org/condizioni-di-vendita/>

10. **Termination**

10.1. Pursuant to art. 1456 of the Civil Code, the Fondazione may immediately terminate its compliance with these General Terms and Conditions, by sending written notice to the User, in the case that the User has violated one or more of the following provisions: Art. 7 (User statements and guarantees). The Fondazione in any case retains its right to seek compensation for any damages. The user may terminate the contract in case of violation of the Article "Guarantee and Responsibility".

11. **Further provisions**

11.1. For anything not expressly covered in these Terms of Use, reference should be made to the General Terms and Conditions of the Store La Biennale di Venezia <https://store.labiennale.org/condizioni-di-vendita/>

12. **Applicable law and jurisdiction**

12.1. These General Terms and Conditions are entirely governed by Italian law.

12.2. Any dispute arising between the Fondazione and the User with regard to the validity, interpretation, execution and termination of these General Terms and Conditions will fall under the exclusive jurisdiction of the Court of Venice with the exclusion of all others, either competing or alternative. However, should the User take action as a Consumer, any dispute shall be subject to the jurisdiction of the Consumer's place of residence or domicile, if located on the territory of Italy.