TERMS AND CONDITIONS OF USE

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Users should read the following terms carefully before consulting or using this website.

The use of this Website is governed by the following terms and conditions of use (hereinafter the “Terms and Conditions of Use”). By entering this Website, you unconditionally agree to comply with and be bound by the following Terms and Conditions of Use, and when you make an online purchase on this Website, the relevant general terms and conditions of sale. If you do not accept all the Terms and Conditions of Use, please exit this Website immediately. Fondazione Prada reserves the right to modify the Terms and Conditions of Use of the Website at its sole discretion, at any time and without notice. The use of the Website after such modifications implies full acceptance of the Terms and Conditions of Use in their amended version and full acceptance of their mandatory nature.

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(a) your use of the Website, including, but not limited to, any loss or damage caused by any delays, inaccuracies, errors or omissions in any information accessed on or through the Website,

(b) any transaction entered into through or from the Website,

(c) your inability to use the Website for whatever reason, including, but not limited to, communications failure or any other failure with transmission or delivery of any information accessed on or though the Website,

(d) the deletion, correction, destruction, damage, loss or failure to store any information concerning or transmitted on the Website,

(e) the use of any products or services obtained on or through the Website,

(f) unauthorized access to the Website and unauthorized alteration to transmissions or data,

(g) statements or conduct of any third party on the Website, or

(h) any other matter relating to the Website.

Therefore, by using this Website, you undertake to bear all risks connected with such use, holding Fondazione Prada harmless from any damage deriving or caused by the use of this Website or connected with it. Fondazione Prada will make any effort to ensure the accuracy and timeliness of the information included on this Website but cannot absolutely guarantee that this information is complete, accurate and constantly up to date and that the Website does not contain any imperfections or that these imperfections will be corrected. In the event that applicable laws do not allow disclaimer of liability or exclusion of the above-
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3. Submissions

You agree that any and all proposals, designs, concepts, photographs, testimonials, and other items or materials (except for your personal information) disclosed or submitted to Fondazione Prada through this Website or by other means (hereinafter “Submissions”) are neither confidential nor proprietary to you. All submissions become property of Fondazione Prada upon your submission to us. By making a Submission to Fondazione Prada, you assign to Fondazione Prada all rights, title and interests, including copyrights, in the Submission. Fondazione Prada has and will have no obligation: (i) to keep any Submission confidential; (ii) to pay you or anyone any compensation for any Submission or for using a Submission; (iii) to respond to or acknowledge any Submission. You represent and warrant that no Submission you make will violate any right of any third party, including, but not limited to, copyright, trademark, patent, trade secret, privacy or other personal or proprietary right. By making a Submission, you agree that Fondazione Prada has the right, but not the obligation, to copy, publish, distribute or use such Submission for any purpose, including, but not limited to, advertising, promotional, product development or other commercial purposes, without compensation to you or to any other person. You are and shall remain solely responsible for the content of any Submission you make.

4. Cookies

Cookies are used in the Website to ensure its efficient functioning and to improve our service. Cookies are small text files sent to the user’s computer (usually to the user’s browser) by visited websites; they are stored in the user’s computer to be then re-transmitted to the websites on the user’s subsequent visits to those websites. Fondazione Prada uses temporary session cookies that are automatically deleted after each visit and permanent cookies that are stored on the user’s hard disk until they are deleted. Cookies are used to improve website navigation and collect information in an anonymous form about how users use the Website. This information allows us to make constant updates to improve the use of the Website by users. Passwords, credit card data or other identifiable personal information are never saved in cookies. Most browsers are initially set up to accept cookies. You can at any time reset your browser to reject all cookies or to notify you when a new cookie is being sent. However, rejecting cookies may prevent you from using certain functions of the Website.
5. Privacy

Fondazione Prada understands that maintaining the confidentiality, integrity and security of its users' nonpublic, personally identifiable information (collectively hereinafter “Personal Data”) is important to its users. In general you can access and browse the Website without providing Personal Data. However, there may be times when you may be requested to knowingly and willingly provide some Personal Data, so that you may participate in the Website’s services, activities or features. The relevant Privacy Policy is available in the Website section where Personal Data are collected.

For the purpose of using these Website sections, you undertake to read the relevant privacy policy expressing, when requested, your consent to your personal data processing and you agree to provide true, accurate, current and complete information.

Fondazione Prada does not collect Personal Data about (and consequently does not accept online orders from) users under 18 years of age. Thus, Fondazione Prada invites underage users not to enter their personal data (and not to make any online purchase) and, as a consequence, have the necessary procedures performed by adults.

Personal Data are processed by the Data Controller - mainly using through electronic tools – as identified in the relevant privacy policy. Whenever necessary and/or instrumental to the purposes for which Personal Data have been collected, your data may be processed by other entities appointed by the Data Controller for this purposes and belonging to the following categories:

- Data Controller’s affiliates and agents;
- Companies, consultants and professionals providing assistance and/or consulting, or performing related services that are instrumental to the data processing e.g. service providers, couriers, freight forwarders, IT maintenance technicians, tec.).

Personal Data shall not under any circumstances be disseminated to unknown persons.

You may at any moment exercise your rights pursuant to applicable laws on personal data protection including the right to obtain confirmation about the existence of your personal data at the Data Controller, and to know their source and to obtain their integration, updating, rectification, cancellation, anonymization, blocking for law infringement or to object to their processing on legitimate grounds, as well as revoke your consent to processing by writing to: amministrazione@fondazioneprada.org.

6. Links to other Websites

The Website may contain links to websites other than its own. These websites may contain and be governed by their own terms and conditions of use, or no terms and conditions at all. Fondazione Prada has no responsibility for those websites and provides these links solely for the convenience of its users. Such links may be to advertisers, content providers or other companies who may use our logo and/or style as a result of a co-branding agreement. These websites may send their own cookies to you and may collect information and use same in a way that is inconsistent with these Terms and Conditions of Use. Furthermore, Fondazione Prada cannot control these websites and/or external sources. Hence, Fondazione Prada cannot be held responsible for those websites or external sources, and declines any responsibility for the content, advertising, products, services and any other material available on or branching off those websites and external sources. In addition, Fondazione Prada cannot be held responsible for any damage or losses, true or alleged, deriving from the use or from having trusted the content, or goods and services available on those websites or external sources.
7. Security

Transmission of data over the internet is never guaranteed to be completely secure. It is possible that third parties not under the control of Fondazione Prada may be able to access or intercept transmissions or private communications without Fondazione Prada’s permission or knowledge. Fondazione Prada takes all steps possible to protect your personal information. However, we cannot ensure or warrant the security of any information you transmit to us. Such transmissions are done at your own risk and Fondazione Prada cannot be held liable for any breach of security which is not directly attributable to negligent behavior of Fondazione Prada.

8. Acceptance of Terms and Conditions of Use

By accessing this Website, you represent and warrant that:

(a) you accept these Terms and Conditions of Use;
(b) your use of the Website will comply with these Terms and Conditions of Use.

You agree to indemnify and hold harmless Fondazione Prada from all damages, costs, liabilities, suits, judgments, penalties, expenses, obligations, losses, claims, actions, costs and expenses (including, but not limited to, attorneys’ fees and expenses) relating to or arising out of any breach of these Terms and Conditions of Use or any use of the Website by you.

9. Governing Law and Jurisdiction

You agree that by entering this Website you accept the Italian law. These Terms and Conditions of Use shall be governed by and construed in accordance with the Italian laws and any action arising out or relating to these Terms and Conditions of Use shall be subject to the exclusive jurisdiction of the Courts of Milan, Italy.

It remains understood that, with respect to the proper interpretation of these Terms and Conditions of Use, in case of any discrepancy between the Italian language original text and any other language translation, the Italian original text shall be deemed the binding version.

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