# "Rodos Week" Web Platform - Terms of Use in the context of the project "Granting financial aid to support tourism on the island of Rhodes - Rodos Week"

In the context of the implementation of the project "Granting financial aid to support tourism on the island of Rhodes - Rodos Week", a "Rodos Week" Web Platform has been created by the Implementing Body in the Single Digital Portal of Public Administration (gov.gr - SDP).

# A) Involved Bodies

The Project is initiated by the Ministry of Tourism and implemented by the Greek State company "National Infrastructures for Research and Technology S.A. - GRNET S.A." (hereinafter "GRNET S.A.") supervised by the Ministry of Digital Governance.

## B) Users of the "Rodos Week" Web Platform

Users of the "Rodos Week" Web Platform shall comply with the present Terms of Use and bear responsibility for any damage suffered by GRNET S.A. as well as for any claim raised against GRNET S.A. and shall hold GRNET S.A. and its directors, officers, employees and agents harmless from any liability for any damages, costs (including reasonable legal costs), court decisions and other expenses, or from any claims of third parties that may arise from the infringement of: third party rights, including but not limited to intellectual or industrial property rights, related rights, etc., pursuant to Law 2121/1993 as amended and in force, and from any misuse and/or abuse of the Web Platform. The following Terms of Use shall apply to all Users of the "Rodos Week" Web Platform. The present Terms must be carefully read and become accepted by all Users prior to using the "Rodos Week" Web Platform. Acceptance of the Terms of Use is a prerequisite for logging in to the "Rodos Week" Web Platform and implementing the object thereof.

# C) Users Categories - Rights and obligations per User category

In the context of the "Rodos Week" Web Platform, four distinct User categories are supported, differentiated by virtue of the user rights and the obligations assigned to each category. "Beneficiaries", "Evacuated Hotels", "Travel Agencies/Travel Agents" and "Hotels Hospitality Undertakings". For the purposes of these Terms of Use, the term "User/Users" includes all 4 categories.

More specifically:

#### **1st Category - Beneficiaries**





"Beneficiaries" of the financial aid are the natural persons, regardless of their nationality, who had been staying in hotels evacuated during the wildfires on the island of Rhodes in July 2023, in accordance with the specific provisions of the law. To be included in the program, registration, on one hand, in the Beneficiaries Registry, as described here below, and filing of a request for financial aid in the "Rodos Week" Web Platform, on the other hand, shall be required in accordance with the specific terms and conditions laid down. The representations made by the Beneficiaries shall constitute a solemn declaration of Law No. 1599/1986 (A' 75) regarding the truth and accuracy of their content.

# **2**end category - Evacuated hotels

For the "Evacuated hotels", a list of hotels evacuated due to the wildfires on the island of Rhodes in July 2023 shall be compiled by the Ministry of Tourism. Following the compilation of the Registry of Travel Agencies/Travel Agents and Evacuated Hotels by the Ministry of Tourism, the former shall sign in the "Rodos Week" Web Platform in order to enter the data of the Beneficiaries and to certify the stay of the latter in the specific hotels that were evacuated due to the wildfires on the island of Rhodes in July 2023. The registration of the Beneficiaries' data in the "Rodos Week" Web Platform for the creation of the Beneficiaries Registry shall constitute a solemn declaration for the acceptance of the terms and conditions of the program, as well as a solemn declaration under article 8 of Law 1599/1986 (A' 75) regarding the information contained therein. Any inaccuracy in the data declared will incur the penalties provided for in the law.

# <u>3rd category - Travel Agencies/Travel Agents</u>

For "Travel agencies/ travel agents", a list with the details of travel agencies or travel agents who had managed/handled the accommodation of a number of beneficiaries in hotels that were evacuated due to the wildfires on the island of Rhodes in July 2023, shall be compiled by the Ministry of Tourism. Following the compilation of the Registry of Travel Agencies/Travel Agents and Evacuated Hotels by the Ministry of Tourism, the former shall login in the "Rodos Week" Web Platform in order to enter the data of the beneficiaries and to certify the stay of the latter in the specific hotels that were evacuated due to the wildfires on the island of Rhodes in July 2023. The registration of the Beneficiaries' data in the "Rodos Week" Web Platform for the creation of the Beneficiaries Registry shall constitute a solemn declaration for the acceptance of the terms and conditions of the program, as well as a solemn declaration under article 8 of Law 1599/1986 (A' 75) regarding the information contained therein. Any inaccuracy in the data declared will incur the penalties provided for in the law.





#### 4<sup>th</sup> category - Hotels Hospitality Undertakings

The users "Hotels Hospitality Undertakings" are those Hotels Undertakings operating on the island of Rhodes which are invited by public invitation of the Ministry of Tourism to submit participation requests. To submit the request, the prior authentication (verification of identity) of the Hotels Undertakings by using the codes - credentials of the General Secretariat of Information Systems and Digital Governance of the Ministry of Digital Governance (taxisnet), shall be required. Any incomplete participation requests, or requests submitted after the lapse of the deadline, or not submitted through the "Rodos Week" Web Platform, shall not be admitted, nor taken into account. The Hotels Undertakings which submitted a request but were not included in the Interim List of Hotels Undertakings have the right to file an objection against such Interim List of Hotels Undertakings within an exclusive deadline of four (4) days from the day following the publication thereof through the "Rodos Week" Web Platform.

To receive payment, Hotels Undertakings shall submit the required data and supporting documentation in digital form in the "Rodos Week" Web Platform. Uploading data in the "Rodos Week" Web Platform within the framework of the payment procedure of "Hotels Hospitality Undertakings", shall constitute a solemn declaration for the acceptance of the terms and conditions of the program, as well as a solemn declaration under article 8 of Law 1599/1986 (A' 75) regarding the information contained therein. Any inaccuracy in the data declared may incur delay or failure to liquidate payment as well as incur the criminal and administrative sanctions provided for in the law.

## D) Personal Data

With regards to the processing of personal data in the context of "Rodos Week" Web Platform, GRNET S.A. is bound by the European Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation - hereinafter "GDPR") and by Law No. 4624/2019 (Government Gazette 137/A/2019) "Data Protection Authority, measures implementing Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and transposing into national law Directive (EU) 2016/680 of the European Parliament and of the Council of 27 April 2016 and other provisions", as in force. Specific information on the processing of personal data as well as the policies and procedures implemented by GRNET S.A. to safeguard the privacy of the "Users" are detailed in the <u>Privacy Statement</u> of the service.





# E ) Unauthorized use of the "Rodos Week" Web Platform

It is forbidden to post, send, transmit, transfer, disseminate or facilitate the dissemination of any content or data and in general to use the "Rodos Week" Web Platform in such a way as to violate the applicable EU and national legislation. The use of the "Rodos Week" Web Platform for commercial or unlawful purposes and for purposes not provided for in these Terms of Use is prohibited.

## F) Disclaimer

GRNET SA shall use its best endeavors to ensure the uninterrupted, seamless, reliable and qualitative operation of the "Rodos Week" Web Platform. However, the quality and provision of the service may vary depending on internal factors (number of active users, existing network equipment, etc.) as well as external factors (availability and network load, etc.). Moreover, GRNET S.A. may, if necessary, cease the operation of the "Rodos Week" Web Platform or modify some of the features thereof at any time, without prior authorization. The interruption of the operation of the "Rodos Week" Web Platform shall automatically result to the discontinuation of its use by Users, without incurring any indemnification rights for the latter. GRNET S.A waives off any responsibility with regard to the content and the services of other websites to which the present website refers through "hyperlinks", nor does it guarantee their availability. Any problems that may arise during the use of the websites to which it refers shall exclusively pertain to the responsibility of the respective websites, whereto the Users must address. Reference to other websites is made for the Users convenience and their use at the Users' own risk, and in no case may it create any form of obligation for the implementing body of the project.

## **G) Modification of Terms of Use**

GRNET S.A reserves the right to unilaterally modify the present Terms of Use and any integral part thereof at any time, without notice. In case of modification, the modified Terms of Use will be posted on the "Rodos Week" Web Platform website. Such modifications, additions or deletions to the Terms and Conditions of Use will take effect immediately, namely as soon as they are posted on the website. In case of disagreement with such new Terms of Use, a User must refrain from using the "Rodos Week" Web Platform. Upon entering into force, the Terms of Use, must become again accepted by Users when signing in to the "Rodos Week" Web Platform.

# H) Applicable Terms of Use

The present Terms of Use shall replace and substitute any prior understanding, contract, or agreement relevant to the **"Rodos Week"** Web Platform. No User shall be entitled to revoke his/her acceptance of





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the Terms of Use, while making use of the "Rodos Week" Web Platform. The Terms of Use are governed by the Greek and EU law. For any dispute related to the use of the "Rodos Week" Web Platform, an attempt will be made to be resolved extrajudicially. In case such resolution is not achieved, these disputes and related issues shall be subject to the jurisdiction of the Courts of Athens.

This Terms of Use is written in the Greek and English languages and both languages shall have equal validity. If there is any conflict or inconsistency between the Greek version and the English version, the Greek shall be the governing and prevailing version.



