



WEBSITE INTERNET - WWW.COLOR-SIZE.IT

## **PRIVACY NOTICE**

(pursuant to art. 13 of the Regulation (EU) 2016/679 and to art. 13 of the Italian Legislative Decree no. 196/2003 - Data Protection Act)

Dear Sir/Madam,

The Data Controller Eraldo Taliano (hereinafter, "Data Controller"), with domicile in Turin, Via Mazzini 34, e-mail: info@color-size.it, pursuant to the Regulation (EU) 2016/679 (hereinafter, "Regulation") and to the Italian Legislative Decree no. 196/2003 (Personal data protection act, also referred to as "Act"), hereby informs you about the processing of your personal data provided upon registration for the Website www.color-size-it (hereinafter, "Website"). Please read the following notice carefully so as to become aware of how your data are processed and be able to freely give your consent to such processing, thus allowing us to provide you with high-level services whilst ensuring that your rights are respected. Your personal data and information shall be processed lawfully, fairly and in a transparent manner, so as to guarantee the security and confidentiality thereof.

### **Processing purposes and legal basis**

Subject to your consent, the Data Controller shall process the personal data you provided for the purposes described below:

- 1) Registration for www.color-size.it Website and performance of the relevant activities, including being identified as the author of the Composition. The processing legal basis is the consent you give and the fulfilment of an agreement in which you are a party, pursuant to art. 6, par. 1, lett. b) of the Regulation.
- 2) Promotional, commercial, and marketing activities carried out either by traditional means (e.g. post) or automated means (e.g. e-mail), market research and analysis;
- 3) Transfer of data to third parties for the dispatch of promotional and marketing communications

The Data Controller hereby declares that the legal basis for data processing referred to in points 2) and 3) above is the data subject's consent as provided for in art. 6, par. 1, lett. a) of the Regulation.

The data you provide shall be processed on electronic, magnetic or hard copy supports exclusively by the Data Controller or by any people appointed by the Data Controller (data processors and people in charge of processing).

Should you cancel your registration account, the data provided shall be deleted or however irreversibly made anonymous.

### **Mandatory or optional provision of data**

**In order to enable you to complete the registration and use the Website, we need to know your personal details (first name, last name, and an e-mail through which we can get in contact with you).** The provision of such data is always optional, however failure to provide them shall mean that you will not be able to register for the Website.

Also optional is the provision of your consent as regards promotional and marketing activities (point 2) and the transfer of your data to third parties (point 3); failure to provide consent in this respect shall not prevent you from registering for the Website.

Other personal data that may be provided through the web page are merely optional and may be useful to provide you with more information via different communication channels.

The personal data processed by the Data Controller are ordinary personal data as provided for by art. 4 no. 1 of the Regulation (EU) 2016/679 and art. 4, lett. b) of the Data Protection Act. The Data Controller shall not collect and process sensitive data.

### **Processing methods**

The data that you freely provided are collected through electronic means and shall be kept in the computerised filing systems of the Data Controller or of specifically appointed data processors. You will be entitled to know the names of the data processors at any time, as well as to obtain the deletion, either in whole or in part, of the data provided by sending an e-mail to the address [info@color-size.it](mailto:info@color-size.it), except otherwise specifically required by the law.

The Data Controller shall adopt any physical, electronic and organisational security measures and any possible precautions to prevent improper use of data or disclosure of data to any third parties. In any case, data shall be processed by the Data Controller in compliance with the security measures provided for by the law, with specific reference to articles 31 ff of the Data Protection Act and to the relevant Annex B and, in general, to all applicable regulations.

Data shall be kept for no longer than is necessary for the purposes for which they have been collected. More specifically:

1. Personal data concerning Website registration shall be kept until termination of your Website registration; after such termination, they shall be kept exclusively for the purposes of the activities related to the Composition licence;
2. The data provided by you for promotional or marketing purposes shall be kept until you ask for their deletion;
3. The data provided by you for the purposes of a possible transfer to third parties shall be kept until you ask for their deletion.

Periodicamente verranno inviate comunicazioni per rammentare la possibilità di cancellazione dei dati.

### **Your rights**

You will be entitled to exercise your rights towards the Data Controller at any time, straightforwardly and free of charge, by sending an e-mail to [info@color-size.it](mailto:info@color-size.it), pursuant to art. 13, par. 2, lett. b) of the Regulation and to art. 7 of the Act. In particular, you will be entitled to object to the processing of your data at any time, either in whole or in part, request to be informed of the existence of any processed personal data, promptly obtain a communication in an intelligible form of such data and of their source, purposes and methods of processing, the logic applied to the electronic processing, the identity of the Data Controller, of data processors and of people in charge of processing, deletion (right to be forgotten pursuant to art. 17 of the Regulation), de-indexing, anonymization or blocking of data processed unlawfully, updating, correction or integration of data.

You will also be entitled to withdraw your consent to the processing of your data at any time without affecting the lawfulness of processing based on the consent you gave before the withdrawal (art. 13, par. 2, lett. c) of the Regulation).

Furthermore, pursuant to art. 20 of the Regulation, you will have the right to data portability, i.e. the right to receive the personal data you provided to the Data Controller in a structured, commonly used and machine-readable format, by sending an e-mail to the Data Controller at the address [info@color-size.it](mailto:info@color-size.it). You shall also be entitled to transmit such data to another data controller. Portability shall not entail automatic deletion of the data kept by the Data Controller. The Data Controller undertakes to transmit data within one month from the receipt of the request or, in particularly complex cases, within three months from the request.

Pursuant to art. 13, par. 2, lett. d) of the Regulation, should you believe that the processing of your personal data is made in breach of the Regulation, without prejudice to any further administrative or judicial appeal, you shall also be entitled to lodge a complaint with the Data Protection Supervisor or with the relevant competent supervisory authority in the member State where you usually reside, work or where the alleged breach occurred.

## **TERMS AND CONDITIONS OF WEBSITE REGISTRATION AND PARTICIPATION IN THE COLOR-SIZE PROJECT - COPYRIGHT LICENCE**

### **I. Website registration and terms of use**

1. By registering for the restricted area of the website color-size (hereinafter, "Website") owned by Mr. Eraldo Taliano with domicile in Turin, via Mazzini 34, e-mail: [info@color-size.it](mailto:info@color-size.it) and using the functionality made available to registered users (hereinafter, "Users"), the interested party agrees to these terms and conditions which comprise a copyright licence for the Compositions created by the User through the Website (hereinafter, "Compositions").

2. 2. The term "Website" includes the web pages under the "color-size" domain, the layout, graphic content, html codes, structures, look and feel, content selection and organisation, computer programmes, processes and methods used for Website operations.
3. 3. Website registration is free of charge and is made with an unlimited term, without prejudice to the Owner's and User's right to terminate such registration by means of a notice to be sent to the respective e-mail accounts. The Owner reserves the right to transfer the Website, the Registered accounts as well as any and all ensuing relations to a third party.
4. 4. Without prejudice to the right to use a fictitious name under which the Compositions will be published, the User shall not provide any false, incorrect, incomplete data or information or any data or information concerning third parties. The User hereby warrants that the details provided upon registration are true, accurate, and updated, and undertakes to promptly communicate to the Owner any changes thereof by e-mail.
5. 5. Each User may register for one account only.
6. 6. The personal data provided by the User to the Owner upon registration or at a later time shall be processed by the Data Controller pursuant to the applicable personal data protection regulations (General Data Protection Regulation (EU) 2016/679 and Data Protection Act, Italian legislative decree no. 196/2003), as laid down in the relevant privacy notice.
7. 7. The registration password chosen by the User is secret and personal, and may not be assigned to any third parties. The User is solely responsible for maintaining their password secret and confidential and, as a consequence, is solely responsible for any use thereof.
8. 8. The User shall immediately notify the Owner of any loss, theft, improper or unlawful use of their registration credentials, and hereby undertakes to indemnify and hold the Owner harmless against any damage and detrimental consequence arising, either directly or indirectly, from any improper or unlawful use of the abovementioned registration credentials or however from any use that does not fulfil these terms and conditions.
9. 9. The User shall use the Website in a fair and lawful way, in compliance with all applicable regulations.
10. 10. Unless otherwise specified, all the materials and documents published on the Website, of any nature whatsoever (including, without limitation, audio files, videos, photographs, single images or action sequence images, drawings, and so on) and, in general, any and all Website information and content are the full and exclusive property of the Owner and of his assignees, who are the owners of the relevant copyright all over the world and for the whole term of protection provided for by the law. Any unauthorised use thereof is forbidden. The Authors of the abovementioned materials are specified on the Website in the currently used forms and modalities, as provided for by the law.
11. 11. The distinguishing marks used on the Website are the full and exclusive property of the Owner and any unauthorised use thereof is forbidden.
12. 12. Any request, notice, reporting of infringement or question concerning the use of Website materials, including pictures, shall be sent to the Owner at the abovementioned contact details.
13. 13. The Website and the functionality that is made available to the User are exclusively provided on an "as-is" basis and, without prejudice to the mandatory provisions of the law, the Owner does not provide any warranty or statement whatsoever on the quality of the Website and its functioning, or on smooth and error-free website operation. The User hereby acknowledges and accepts that Website registration and its functionality may be suspended or interrupted by the Owner at any time, without the Owner being held liable in any way for such suspension or interruption.
14. 14. Access to the Website and use of its functionality and materials shall be under the User's exclusive responsibility and control and, without prejudice to the mandatory restrictions imposed by the law, the Owner and any third parties shall not be held liable for any damages caused by the User's utilisation of or failure to use the Website.
15. Linking to Website pages is allowed. The Website pages shall not be linked to or reproduced, either in whole or in part, within other pages (framing), so that the source and holders of the rights on the documents are no longer recognisable.

#### **I. Color-Size project, creation of Compositions and copyright license**

16. 1. On the Website a programme is available for Users, which has been designed and developed by the Owner and is based on conceptual and mathematical matching of colours, words, numbers, and shapes. The programme allows users to realise figurative works by matching coloured geometrical shapes (hereinafter, the "Composition"). Such works are governed by the Italian Copyright Law no. 633/1941.
17. 2. The User, being the author of the Composition, hereby acknowledges and accepts that such Composition becomes an integral part of the Owner's artistic/conceptual project named "Color-Size" in which a collective work named "WORK color-size" is created thanks to the contribution of an indefinite number of Users. Such work will

have no specified limits in terms of space and time, will be continually evolving and in progress, and in any case will be always under the direction and coordination of the Owner, who is the author of the collective WORK.

18. 3. The Composition realised by the User shall be kept in the Website archives that are accessible to the public and may be exhibited, either individually or together with other Compositions or within the collective WORK "color-size", in any way or form whatsoever, either analogue or digital.
19. 4. The Composition is intended to be visible to the public and may be easily copied and reproduced including by unauthorised third parties.
20. 5. The published Composition shall include a reference to the User who realised it, who will have the possibility to be identified either through their first name and last name or through a fictitious or stage name chosen by such User on the Website.
21. 6. The Composition shall be published with a title chosen by the User.
22. 7. The User may exclusively realise their work according to the programme functionality made available on the Website and may not modify or interfere with the programme operation in any way whatsoever.
23. 8. The User hereby declares and warrants that all the Compositions realised are User's original creations and do not infringe any intellectual property rights or however any third party's rights and that the title and the User's name are lawful, original, do not infringe any third party's rights and are not offensive or immoral, do not contain any illegal, abusive or however inappropriate content.
24. 9. The User hereby grants to the Owner a free, non-exclusive licence that may be transferred and sublicensed to third parties - all over the world and for the whole applicable term as provided for by the copyright law. Such licence comprises the entitlement to exercise all rights to commercially exploit the Composition pursuant to the copyright law, including, without limitation, using, reproducing, modifying, transcribing, publishing, commenting, distributing, storing in archives and data bases, making available to the public, and exhibiting the Composition, both individually and together with or alternated, placed side by side, synchronised with other Compositions, works or intellectual works of any nature whatsoever (e.g. music, videos, literary works), both as a part of other intellectual Compositions and as a part of the collective WORK "color-size", in any form, mean, communication channel, technology, either currently known or to be developed hereafter, including through exhibitions at museums, either virtual or physical, art galleries, public or private venues, retail spaces and the like, other websites, by publishing and sharing pictures on social networks such as Facebook, Twitter, Instagram, and the like. The above uses shall not lead to any award, consideration or payment whatsoever, in cash or in any other form, in favour of the User. The User hereby authorises the use of the Composition totally free of charge, also declaring that nothing will be claimed in this respect against the Owner, Mr. Eraldo, nor against any of his assignees or other parties.
25. 10. The licence on the Composition is granted for the whole term of the copyright law, without any territory- or time-related restrictions or other types of restriction. The User's cancellation of Website registration shall not mean that the licence is terminated.
26. 11. The Owner reserves the right to reject the publication of any Compositions that he believes, in his sole discretion, to be non-compliant with the abovementioned terms and conditions or to be not in line with the spirit and purposes of the Color-size project.
27. 12. The Owner shall not be held liable for any third parties' unauthorised use of the Composition.
28. 13. These Terms and conditions, the enforcement thereof and the activities related to Website Registration are governed by the Italian law.
29. For any disputes arising from these Terms and conditions, the registration and use of the Website, the exclusive competent jurisdiction shall be the Court of Turin.

## **COOKIES INFORMATION**

Dear User,

Color Size, uses on its website color-size.it exclusively technical cookies in anonymous format.

The technical cookies are used only to allow the transmission of communication on an electronic communication web, or only as much as is strictly necessary to the supplier of a service by the Company of the piece of information requested by the user to carry out this service". They are not used for different purposes and normally they are installed directly by the owner or manager of the web site. They can be either navigation or session cookies, they allow the regular browsing and use of the web site (for example they grant the possibility to buy or to be authorized to enter reserved areas); analytics cookies, assimilated to the technical cookies used directly by the manager of the site to collect information, in aggregated form, about the number of users and about how they visit the site , function cookies that allow the user to browse following the selected criteria (for example: language, selected products to buy) with the aim to give a better service to the users.

In particular , they can be used to:

- keep the browsing session open;
- create statistics about site access;

The cookies used on the site [www.color-size.it](http://www.color-size.it) are:

Session cookies:

Cookie Google Analytics:

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The user can configure, disactivate or cancel cookie through the configuration of the options of its own Internet browser.

# color-size

Per informazioni

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