



University of Sannio

## PRIVACY NOTICE FOR THE PROCESSING OF PERSONAL DATA FOR ACCESS TO THE QR CODE IDENTIFICATION SERVICE

The General Data Protection Regulation (EU Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016), hereinafter **GDPR**, and Legislative Decree no. 196/2003 as amended ("Personal Data Protection Code"), following Law no. 101 of 10 August 2018 which adapted national legislation to EU Regulation 2016/679, provides for the protection of individuals with regard to the processing of personal data as a fundamental right.

Pursuant to Articles 13 and 14 of the GDPR, we inform you that:

- **DATA CONTROLLER:** The Data Controller is the University of Sannio, in the person of the *Magnifico Rettore* pro tempore, with registered office at Palazzo San Domenico, 82100, Benevento, e-mail: [rettore@unisannio.it](mailto:rettore@unisannio.it).
- **DATA PROTECTION OFFICER (DPO):** The Data Protection Officer is the company PA33 Srl, e-mail: [dpo@unisannio.it](mailto:dpo@unisannio.it), P.E.C. (Certified Email): [dpo@cert.unisannio.it](mailto:dpo@cert.unisannio.it), [pa33@legalmail.it](mailto:pa33@legalmail.it).
- **CATEGORIES OF DATA SUBJECTS:** Regularly enrolled students, teaching staff, technical-administrative staff, and library staff operating within the University of Sannio. The service may be activated for different types of users following a formal request evaluated on a case-by-case basis.
- **PURPOSE OF PROCESSING AND LEGAL BASIS:** In compliance with the principles of lawfulness, fairness, transparency, adequacy, relevance, and necessity referred to in Art. 5, paragraph 1 of the GDPR, the University of Sannio, as Data Controller, will process the personal data provided to access the user recognition service via QR code. Given the health emergency due to the spread of the Covid-19 virus requiring careful management of people flow in certain areas, the reorganization of user flow within university buildings has been arranged by establishing a single access point, controlled by a system based on the recognition of users through unique QR codes assigned to University of Sannio personnel.
- **CATEGORIES OF DATA RECIPIENTS AND DATA TRANSFER:** Personal data for user identification and data relating to one's qualification within the University as a condition for access/activation of the QR code user recognition service.
- **DATA RETENTION PERIOD:** Personal identification data will be stored for the period of activation of the QR code recognition service and for as long as the status of employee/student of the University of Sannio is maintained.
- **RIGHTS OF THE DATA SUBJECT:** The data subject has the right to request from the University of Sannio, as Data Controller, pursuant to Articles 15, 16, 17, 18, 19, and 21 of the GDPR:
  - Access to their personal data and all information referred to in Art. 15 of the GDPR;
  - Rectification of inaccurate personal data and integration of incomplete data;
  - Erasure of their data, except for those contained in documents that must be compulsorily kept by the University and unless there is a prevailing legitimate reason to proceed with the processing;
  - Restriction of processing in the cases referred to in Art. 18 of the GDPR.



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- **The data subject also has the right:**
    - To object to the processing of their personal data, without prejudice to the necessity and mandatory nature of data processing to benefit from the services offered;
    - To withdraw any consent provided for non-mandatory data processing, without affecting the lawfulness of processing based on consent before its withdrawal.
  - **EXERCISE OF RIGHTS:** The data subject may exercise all the above rights (including by using the specific form published at [this link](#)) by sending a request to the Data Protection Officer at the email address [dpo@unisannio.it](mailto:dpo@unisannio.it) or to the P.E.C. addresses [dpo@cert.unisannio.it](mailto:dpo@cert.unisannio.it), [pa33@legalmail.it](mailto:pa33@legalmail.it).
  - **COMPLAINT:** The data subject also has the right to lodge a complaint with the Data Protection Authority (*Garante per la protezione dei dati personali*) pursuant to Art. 77 of the GDPR ([www.garanteprivacy.it](http://www.garanteprivacy.it)).
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## Terms and Conditions for the Use of the QR Code Controlled Access Service

### 1. Subject Matter

1.1 This document defines the general conditions for the management of the QR Code identification service named "Controlled Access" of the University of Sannio. This service is managed by the Administration and is reserved for teaching, technical-administrative, and library staff operating within the University.

1.2 The service is free of charge, with no burden or installation cost for the user; it is specified that the user is responsible for providing, at their own care and expense, the technical equipment necessary to access the service.

1.3 Upon first use of the service, the user declares to have carefully read and expressly accepted all terms and conditions of use indicated in this document.

1.4 In no case shall the manager be held responsible for the failed and/or inaccurate fulfillment by the user of any duty or obligation provided by law and regulations in relation to this document.

### 2. Duration of Service and Effectiveness of Terms of Use

2.1 These terms of use are effective from the date the manager starts the service, based on and following the user's acceptance of the conditions contained herein, implicitly carried out with the first use of the service.

2.2 The service is aimed at the teaching, technical-administrative, and library staff of the University. The service may be activated for different types of users following a formal request evaluated on a case-by-case basis. This service shall be considered naturally concluded, without any obligation for the manager, as soon as the status of the student or staff member regarding the University changes.

2.3 The manager reserves the right to suspend and/or interrupt and/or vary the service at any time and without notice, without being held responsible toward the user or third parties for such suspension or interruption. In such case, every right of the user to use the service shall cease immediately.



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2.4 The manager may unilaterally supplement and/or modify the terms and conditions of this document at any time and without notice. Any modifications/additions may be communicated to the user via the login page, through the mobile application, and appropriately published on the University website. Continued use of the service following communication constitutes acceptance of the new conditions.

### 3. User Obligations

3.1 The user undertakes not to allow, for any reason, the use of the service by third parties, neither through the transfer of their personal QR Code nor through the transfer of credentials used to obtain said code. The user shall be held responsible for the behavior of third parties following such transfer. The user agrees not to transfer these conditions to third parties, for free or for consideration, without the express consent of the manager.

3.2 The user undertakes to maintain proper conduct within the facilities accessible via the Controlled Access service and not to cause damage to persons or property.

3.3 The manager reserves the right to unilaterally withdraw from these terms of use at any time, without notice or indemnity, if it determines, at its sole discretion, that the user has violated even one of the obligations indicated herein. Such violation may also lead to disciplinary action by the University of Sannio and to recovery/compensation actions, without prejudice to further criminal, civil, or administrative consequences.

### 4. Responsibility

4.1 The user is responsible for every violation of these terms of use and agrees to indemnify and hold the manager harmless from any claim, including from third parties, arising from the violation of these terms and/or the violation of laws, regulations, or administrative provisions.

4.2 The user assumes all responsibility for their behavior in the University structures and exempts the manager from any liability or duty of verification/control in this regard.

4.3 The user undertakes to hold the manager harmless from all losses, damages, costs, and charges, including legal fees, incurred as a result of the use of the service.

4.4 The manager shall not be liable to the user or third parties for direct, indirect, or consequential damages or costs supported as a result of service suspensions or interruptions.

### 5. Confidentiality

5.1 Access via the "Controlled Access" service occurs through a personal QR Code identification code. The user is informed that if third parties obtain this QR Code, they could use the service in the user's name. The user is solely responsible for the storage and confidentiality of their QR Code.

5.2 The user undertakes to communicate as soon as possible to the manager any theft or loss of the personal QR Code. In case of theft, the user must have their QR Code modified by the authorized University personnel.

5.3 The user acknowledges the "Privacy Notice" attached to these "Conditions" and published on the institutional website.

### 6. Applicable Law and Jurisdiction

6.1 These terms of use are governed by the laws of the Italian State.



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6.2 For all disputes that may arise in relation to these terms of use, the Court of Benevento shall have exclusive jurisdiction.

6.3 Should any provisions contained in these terms be held null, invalid, or ineffective, the remaining provisions shall remain fully valid and effective.