

PRIVACY POLICY AND IMAGES / AUDIO-VIDEO DISCLAIMER - STUDENTS

In accordance with Regulation (UE) 2016/679 (GDPR), artt. 10 and 320 c.c. and artt. 96-97 L. 633/1941

1. Responsible Party

The present information is given by the **Italian Adventist University** (going forward, "Institute" or "Responsible"), with registered office in Via Ellen Gould White 8 50139 Firenze, Italia. +39 055 412014 info@villaurora.it, as the Responsible Party of the regulation under art. 4 and 24 GDPR. The Responsible remains available for every need of clarification and, if the Regulation were to

undergo any modification and differ from what is described in the present document, the responsible will provide an upgraded policy document.

2. Data Protection Officer (DPO)

The Responsible Party has nominated Dott. Leonardo Maggi as the Data Protection Officer, which can be found at: +39 055 422 4666; consulenti@legalmail.it.

3. Purpose, legal basis and data categories

Purpose of the Policy	Legal basis	Data categories treated
3.1. Management of the academic relationship (registration, career, examinations, issuance of titles, library services, accommodation, e-learning platforms) and management of the canteen service to ensure food safety (allergies, intolerances, ethical-religious diets).	art. 6, p.1, letter b) GDPR - execution of the contract; art. 6, p.1, letter c) GDPR - legal obligation; art. 6, p.1, letter. e) GDPR - mission of public interest; art. 9, p.2, lett. g) GDPR - reasons of relevant public interest in the field of food safety (Reg. (EC) 852/2004; Reg. (EU) 1169/2011; art. 2-sexies, co. 2, lett. b, D.Lgs 196/2003). The treatment of allergies, intolerances or pathologies that require particular care is carried out under food hygiene and safety requirements.	Personal data, contacts, tax, career, educational credits, log platforms; particular data only if indispensable (religious exemptions). Health information related to allergies/intolerances or other relevant conditions; any data on religious/philosophical beliefs imposing dietary restrictions
3.2. Payment of financial benefits (scholarships, contributions, accommodation) and administrative formalities (residence permit, registration to the SSN).	art. 6, p.1, lett. c) GDPR - legal obligation.	Personal data, financial data, career, family economic situation, identification documents.
3.3. Inclusion services for students with disabilities or SLD (Specific Learning Disabilities).	Art. 6, p.1, lett. c) GDPR - legal obligation; Art. 6, p.1, lett. e) GDPR - public interest.	Personal data, career, health and/or disability certificates, personalized educational plans.
3.4. Tutoring, traineeships and job placement.	Art. 6, p.1, lett. b) GDPR - contract; Art. 6, p.1, lett. e) GDPR - public interest.	Personal data, career, contacts, CV, tutor evaluations.
3.5. Orientation, institutional communication, fundraising and "soft-spam".	art. 6, p.1, lett. f) GDPR - legitimate interest of the Data Controller to maintain an informative relationship with former students (art. 130, p.4, D.Lgs 196/2003); the interested party may object at any time; possible art. 6, p.1, lett. a) GDPR - consent for further marketing (non-comparable offers, profiling). The data subject may object at any time by clicking on the unsubscribe link in each e-mail.	Personal and contact data, pictures, course/event preferences.
3.6. Protection of rights in judicial or extrajudicial proceedings.	Art. 6, p.1, lett. f) GDPR - legitimate interest; Art. 9, p.2, lett. f) GDPR - establishment, exercise or defense of a right.	Any category of data strictly necessary for the defence (e.g. student file, contracts, correspondence).
3.7. Production and dissemination of images/ audio video also in possible institutional and religious contexts.	art. 6, p.1, lett. a) GDPR - consent; art. 9, p.2, lett. a) GDPR - consent in relation to particular data; art. 9, p.2, lett. d) GDPR - ecclesiastical purposes.	Images, video, voice, event data (place, date, course).
3.8. Scientific or statistical research activities, with data in a pseudonymised/aggregated form.	art. 6, p.1, lett. e) GDPR - public interest; art. 9, p.2, lett. j) GDPR - scientific research with guarantees art. 89.	Datasets derived from the above categories, anonymised or pseudonymized.
3.9. Lessons in live streaming mode through video conferencing platforms	Art. 6, p.1, lett. b) GDPR - performance of the contract; Art. 6, p.1, lett. e) GDPR - mission of public interest.	Image, voice, chat log, IP address, technical data of use.
3.10. Attendance/hours of service (campus, internship, volunteering)	art. 6 p.1 lett. b) (Management of the contract/training obligations) and lett. e) (mission of public interest).	Registry, registration number, time in/out, operational unit, badges/log accesses.
3.11. Management of safety-relevant chronic conditions (e.g. diabetes, epilepsy) of campus residents	art. 6 p.1 lett. c) (health and safety protection obligations - D.Lgs 81/2008) and art. 9 p.2 lett. g) (relevant public interest - hygiene and safety).	Personal data, emergency contacts, essential health information provided by the student or attending physician.
3.12. Claims management, accidents and insurance claims (e.g. DiLCAI students)	art. 6 p.1 lett. f) (legitimate interest to assert, also through the insurer, their rights) and art. 9 p.2 lett. f) (establishment, exercise or defence of a right).	Medical reports, accident certificates, correspondence with insurance.
3.13. Image/audio processing using artificial intelligence (AI) software for editing or noise reduction	art. 6 p.1 lett. f) (legitimate interest in improving the quality of content) - no automated decision will produce legal effects (art. 22 p.1 GDPR).	images, videos, audio tracks.
3.14. Text similarity detection (anti-plagiarism) with AI tools	art. 6 p.1 lett. e) (mission of public interest in the academic field) and art. 6 p.1 lett. b) (execution of the training contract).	Developed, thesis, exercises and associated metadata.

4. Nature of provision

The provision of data marked as mandatory is necessary to establish and manage the academic relationship; failure to provide them will make it impossible to complete registration or provide related services. The conferment of data for purposes based on consent (e.g. use of images) is optional and failure to perform does not affect registration. The consent can be revoked at any time by sending an e-mail to the Avventista University Institute; the revocation is as easy as granting and has effect ex nunc.

5. Recipients of the data

The data processed will not be disclosed to third parties. May become aware of your data, in relation to the processing purposes set out above: a) subjects who can access the data under legal provisions provided by the law of the European Union or that of the Member State to which the controller is subject; b) subjects appointed by the Responsible as authorised for processing pursuant to art. 29 GDPR and art. 2-quaterdecies D.Lgs. 196/2003 and s.m.i.; c) the subjects who process data on behalf of the responsible who have been appointed, by contract or other legal act, responsible for the treatment ex art. 28 GDPR. The list of data processors is available at the head office of the Responsible and the interested party can request it to one of the contacts listed in point 1 of the information called "RESPONSIBLE PARTY".

6. Data transfer to third countries

If the data is processed by suppliers located outside the European Economic Area, the transfer takes place in compliance with artt. 44 49 GDPR, in particular by means of Standard Contractual Clauses 2021/914 and appropriate additional measures (e.g. end-to-end encryption).

7. Conservation period

Your personal data will be kept for the period necessary to pursue the purposes related to the point called

"PURPOSE OF PROCESSING" in this information. Specifically, they will be processed for a period of time equal to the minimum required under Recital 39 of the GDPR, subject to an additional retention period that may be imposed by law pursuant to Recital 65 of the GDPR. In particular: student file: 10 years from the end of the course; examination/degree records: unlimited; accounting documentation: 10 years; possible account and learning: 18 months from the last access; data based on consent: up to revocation, images/audio-video: images/audio-videos intended for communication campaigns: 5 years (unless revoked or replaced in advance); unlimited historical storage for documentation and research purposes (art. 5 § 1 lett. and GDPR, Recital 158). Recorded video lessons: retention up to 5 years from the last academic year of validity of the teaching, then anonymisation or cancellation; access reserved for registered teachers and students. The lessons are not recorded, unless previously indicated on screen; in this case the recording is kept for 12 months and accessible only to teachers and course-holders of the teaching; any unauthorized download or further dissemination is prohibited.

8. Rights of data subjects

Data subjects may exercise the rights of access, rectification, deletion, limitation, portability and opposition as well as revoke their consent (art. 15 22 GDPR) by contacting the Responsible or the DPO. They also have the right to lodge a complaint with the Garante for the protection of personal data (Piazza Venezia 11, 00187 Rome - www.garanteprivacy.it - tel. +39 06 696771) or to bring the matter before the judicial authority. The Owner responds to requests within one month (extendable by two in complex cases)

9. Automated decision-making processes

The Responsible does not carry out processing that involves automated decisions pursuant to art. 22 GDPR. If automated decision-making processes



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are introduced in the future, appropriate information will be provided before the start.

IMAGES / AUDIO AND VIDEO RELEASE – LEGAL AGE OF MAJORITY

The undersigned _____ born in _____ on the ___/___/___ and living in _____ (Address) as a student, after receiving the above information, consents to:

Object of consensus		Yes	No
1.	Production of photographic, video and audio recordings by the Responsible or by subjects commissioned by it.	<input type="checkbox"/>	<input type="checkbox"/>
2.	Full or partial use of the materials on any medium (TV, radio, Internet, streaming) without territorial limits.	<input type="checkbox"/>	<input type="checkbox"/>
3.	Publication on the institutional website www.villaaurora.it.	<input type="checkbox"/>	<input type="checkbox"/>
4.	Publication with caption on official social channels (Facebook, Instagram, YouTube, etc.).	<input type="checkbox"/>	<input type="checkbox"/>
5.	Reproduction on brochures, posters and other promotional materials in paper or digital form of the Institute.	<input type="checkbox"/>	<input type="checkbox"/>
6.	Sending institutional newsletters (orientation events, open day, life-long learning) via e-mail.	<input type="checkbox"/>	<input type="checkbox"/>

The undersigned declares to grant the use of materials free of charge, without time limits and territory, and have nothing to demand from the Responsible or his successors. In any case, the right to request the cessation of uses that damage the honour, reputation or decency of one's person (art. 97 L. 633/1941) is reserved. Pursuant to art. 96-97 L. 633/1941 and art. 10 c.c., the consent entails the transfer free of charge of the rights of economic use on the recordings, without time limits or means of dissemination, unless revoked.

Place and date _____ Signature _____

IMAGES / AUDIO AND VIDEO RELEASE - MINOR

The undersigned parents/guardians:

Father/guardian _____ born in _____ on the ___/___/___ living in _____ (Address)

Mother/guardian _____ born in _____ on the ___/___/___ living in _____ (Address)

who has parental responsibility for the minor _____ born in _____ on the ___/___/___, after receiving the above information, consents to:

Object of consensus		Yes	No
1.	Production of photographic, video and audio recordings by the Responsible or by subjects commissioned by it.	<input type="checkbox"/>	<input type="checkbox"/>
2.	Full or partial use of the materials on any medium (TV, radio, Internet, streaming) without territorial limits.	<input type="checkbox"/>	<input type="checkbox"/>
3.	Publication on the institutional website www.villaaurora.it.	<input type="checkbox"/>	<input type="checkbox"/>
4.	Publication with caption on official social channels (Facebook, Instagram, YouTube, etc.).	<input type="checkbox"/>	<input type="checkbox"/>
5.	Reproduction on brochures, posters and other promotional materials in paper or digital form of the Institute.	<input type="checkbox"/>	<input type="checkbox"/>
6.	Sending institutional newsletters (orientation events, open day, life-long learning) via e-mail.	<input type="checkbox"/>	<input type="checkbox"/>

This authorization is granted free of charge, without time and territory limits, with the possibility of revocation at any time pursuant to art. 7 GDPR, provided that the revocation does not affect the lawfulness of the processing already carried out. Any use that damages the honour, reputation or decorum of the minor is prohibited. Pursuant to art. 96-97 L. 633/1941 and art. 10 c.c., the consent entails the transfer free of charge of the rights of economic use on the recordings, without time limits or means of dissemination, unless revoked. This release is valid if signed by both parents with parental responsibility, or by a single parent/guardian who, under his or her own responsibility, declares that it can validly give consent because the other parent is unable to do so (Art. 316 C.C.).

Place and date _____

Father/Guardian signature _____

Mother/Guardian signature _____



Two pages document.

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