



TERMS & CONDITIONS

DEFINITIONS

"Clothing" means:

(i) for the DRE Racetrack courses: the motorcycle protective clothing consisting of: helmet, leather suit with padding and protective shell on the forearms, shoulders and shins, back protector, knee pads, gloves and boots;

(ii) for the DRE Road courses: protective motorcycling gear including: full-face helmet; leather or cordura jacket and trousers with protections at the shoulders, elbows and knees; back protector; gloves and boots;

The motorcycle protective clothing can be either new or used that the Participant owns and / or leases from Ducati to take the Course.

"Guest" means the person or persons accompanying the Participant to the Course without participating in the Course.

"Circuit" means the track, the paddock of the racetrack and /or of the safety riding center where the Course will be held.

"Participation Agreement" means the contract which is concluded between the Participant and Ducati at the time the Course is purchased and it is ruled by this Regulation.

"Course" means the theoretical and practical riding course called the Ducati Riding Academy, organized by the Organizers at the Circuit and is divided into 5 categories: Road,, Track Warm up Course, Track Evo Course, Track Master Course and Champs Academy Course.

"Managers" mean all those who manage or own the circuit including:

- Mugello circuit SpA company with reference to the Mugello International Circuit located in Scarperia (FI - ITALY)
- Santa Monica Spa company with the reference to Misano World Circuit located in Misano Adriatico (Rn)
- Aerautodromo Modena Spa company with the reference to Modena circuit llocated in Modena

"Ducati" means Ducati Motor Holding SpA, - a Sole Shareholder Company subject to the Management and Coordination activities of Audi AG - with registered office at via Cavalieri Ducati n. 3, 40132 - Bologna, Italy.



"Instructors" mean the instructors of the Courses.

"Motorcycles" mean motor vehicles, new or used, brand Ducati, used in the Course.

"Participant" means an individual who has registered for the Course.

"Parties" mean the Participant and Ducati jointly designed.

"Price" means the price for participation in the Course and rental of Clothing.

"Organizers" are Ducati and other parties, companies or individuals, involved in the organization and delivery of the Course.

"Regulation" means the present regulation governing the Course.

"Site" means the website www.ducati.com

ART. 1. FEATURES OF THE COURSE

1.1. The Course has a total duration of one day opening at 8:00 a.m. and closing at 6:00 p.m., lunch break included.

1.2. The Course consists of lectures and practice on driving techniques of the motorcycles provided by Ducati with the models suitable for each type of Course as listed in the pages of the Site. The Course takes place exclusively within the Circuit and does not include the circulation of Motorcycles on the public roads or elsewhere.

1.3. The content and methods of the Course are only those covered by these Regulation and the Ducati site. The Course is held in Italian and in English for foreigners.

ART. 2. REGISTRATION AND REQUIREMENTS TO PARTICIPATE

2.1. Participants can buy the Course only through the Site up to 11 (eleven) days before its start date, unless earlier unavailability of seats. At the time of purchase, the Participant must pay the full Price by credit card or other means as provided on the Site.

2.2. Participants must be 18 years of age or older at the time of the Course and must be in possession of a valid driving permit which allows them to drive Motorcycles. Participants must carry their license on the day of the Course and present it at the request of the Organizers and the Manager.

2.3. Participants must be in optimal physical and mental condition at the time of the Course. In the event that these conditions were to be lost, the Organizers may suspend and, if necessary, exclude the participant from the Course. It must be understood that in this case, the Participant shall not be entitled to a refund of the Price or receive any other compensation or damages from the Organizers and / or by the Manager.

2.4. It is understood that, to the extent permitted by law, neither the Organizers nor Ducati is obligated to take out any insurance coverage for the benefit of the Participant which, therefore, assumes exclusive responsibility for any use and care of the Motorcycle, including any liability in person or for damage caused to third parties. It remains, therefore,



the burden borne by the Participant to provide for all necessary insurance coverage which, for example but not limited to, any insurance coverage required by the Manager.

ART. 3. RULES OF CONDUCT & CLOTHING

3.1. Participants must adhere strictly to the rules in force for the use of the Circuit as well as those contained in these Regulations and the recommendations and directions given by instructors, the Organizers and / or by the Manager. In case of serious and / or repeated violations of these provisions, the Organizers may suspend, and if necessary exclude the Participant from the Course. It is understood that, in this case, the Participant shall not be entitled to a refund of the Price or receive any other compensation or damages by the Organizers and / or Managers

3.2. During the use of the Motorcycle and the practical tests on the track, the Course Participants must wear the Clothing . Ducati offers Participants the opportunity to rent these items for the duration of the Course upon payment of a fee. The Participant must specifically request the Clothing when registering for the Course. In this case, the Clothing will be provided to participants at the beginning of the course at the Circuit location of the Course and must be returned to the Organizers at the end of the Course. The Clothing should be used only by the Participant or his substitute and not by third parties, and only to attend the course and not on other occasions. The Participant can rent the Clothing, upon receipt, the Participant will consider and accept the clothing, its quality and intended for agreed use. The Participant, as of now, agrees to indemnify and hold harmless Ducati from any direct or indirect damage that may result to persons or property, including the Participant, his substitute or Guest, caused by the use of Clothing, and refrain, for if himself, his heirs and assigns, all claims and / or claim in connection with the use of Clothing. As is not mentioned here, hired Clothing apply the art. 1571 et seq. Italian Law (Codice Civile). It is recommended that Participants do not wear necklaces, bracelets, neck scarves and not to keep items in their pocket.

3.3. Participants shall diligently keep the Motorcycle, Clothing and any other material assigned to them by the Organizers and must not allow its use by other people including other participants, unless they have been expressly authorized by the Organizers.

3.4. Participants should check the motor vehicle assigned to them and inform the instructor immediately in case of any abnormalities found on it.

3.5. Participants will use - during the Course - careful and prudent behavior.

3.6. In case the Motorcycle provided to the Participant will suffer serious damages due to a fall, accident or other event caused by the behavior of the Participants, even by its negligence, carelessness, or inattention, the Participant will not be entitled to receive a substitute Motorcycle by the Organizer. Serious damage to the Motorcycle means damage which can not be repaired on site by the technical staff present. If, however, the damage to the Motorcycle can be repaired on site by the technical staff, the Motorcycle will be



delivered to the Participant as soon as possible, taking into account the time and method of repair.

ART. 4. APPOINTMENT OF A SUBSTITUTE

4.1 The Participants may not change the date and / or category of the Course originally chosen at the time of purchase to another date or another Course. Participants, however, may transfer to a third party the Participation Agreement. In this case, that party must present himself to the Course with a delegation - referred to in Annex A of these Regulation - duly signed by the Participant replaced and a copy of identity documents of the Participant substitute. The third party may attend the Course in place of the Participant if all the requirements are met and accept in full and in writing all the conditions imposed by these Regulation to be borne by the Participant. It will be the responsibility of the Participant to inform the substitute of the contents of there Regulations.

ART. 5. GUESTS

5.1. . Each Participant may be accompanied to the Course by a maximum of four persons as Guests. To this end and at the time of the purchase, Participants will have to choose the simple purchase of the Course (1 member) or a Course with Guests (1 member + 1 to a maximum of 4 persons as Guests). For each Guest, the Price of the Course will be increased by Euro 55.00 (fiftyfive/00-euros) including VAT per person (up to a maximum of 4).

5.2. The Guest may participate in the buffet and open bar access available in the paddock area of the Circuit non reserved for the Course practice. Guests may not enter the track during the lessons of the Course, nor they will be able to pass on the pit-lane and or access the locker room.

5.3. It is the responsibility of the Participant to inform the Guest of the contents of these Regulation.

ART. 6. RESPONSIBILITY

6.1. The Organizers and the Manager, if to any eventuality, will not be liable for any kind of damages - direct or indirect - to persons or property suffered from the Participants, substitutes for Participants, accompanying persons and Guests or other third parties during the Course or their stay at the facilities of the Circuit. The Organizers and the Manager assume no responsibility for the custody of property brought into the Circuit by the Participant or his Guests. In the parking lot inside the Circuit there is no security guard on duty so the Participant and/or Guest will park at their own risk.

6.2. The Participant agrees for himself, his substitute and the Guests to indemnify and hold harmless the Organizers and the Manager, as well as to reimburse the latters of what they may have paid on behalf of the formers, for any damage, direct or indirect, caused by the Participant, his substitute or his Guests to persons or property during the Course or their



stay at the facilities of the Circuit. The Participant will be responsible for damage caused to the Motorcycle for fraud or gross negligence and should therefore be made to compensate such damage. Instead, any minor damage caused to the Motorcycle by the Participant will be paid for by Ducati.

6.3. Each Participant, in order to regularly attend the Course, must sign before the start of the Course, the statements of exoneration and indemnity prepared by the Organizers as well as the one prepared by the Managers.

6.4. Ducati will ask for a deductible of Euro 500.00 (five hundred/00 euros) for any damage that may be caused by the Participant to the Motorcycle for fraud or gross negligence, as required by clause 6.2. Ducati reserves the right to ask for full damages.

6.5. The Organizers reserve the right to downgrade the Participant in a lower Course when, at the sole discretion of the Instructor, the Participant will not fit the features of the Course he bought or he come out to be dangerous for the other participants. The Participant shall not be entitled to receive any additional reimbursement.

ART. 7. CANCELLATION, AMENDMENT AND SUSPENSION OF THE DATE OF THE COURSE BY THE ORGANIZERS

7.1. Ducati, at its sole discretion may cancel, suspend or change the date of the Course when its execution could not be made in safe conditions, or has become impossible due to force of unforeseeable circumstances.

7.2. The Organizer will inform the Participants of the possible cancellation or change of date of the Course by sending a notice via e-mail to the address given by the Participants at the time of Course. In case of a change of date of the Course, Participants will have the right to terminate the Participation Agreement by sending a fax on the day following the date of receipt of such notice to the telephone number +39/039 303648. In case of cancellation of the Course, Ducati will be required to reimburse the Participant only the Price; the Participant shall not be entitled to receive from the Organizers and/or Managers any additional reimbursement, compensation or indemnity for any damage suffered due to the cancellation of Course.

7.3. The practice lessons of the Course will be held even in case of rain, unless it would lead to a loss of necessary security conditions.

7.4. In the event of total non-deliverability of the Course and un-accessibility of the track due to adverse weather conditions that Ducati, at its sole discretion, will consider a risk to the safety of the Participants, Ducati will refund to each Participant, within 60 days from the date on which the Course was to take place, the sum of: Euro 110,00 (one-hundreds/00) including VAT for the students enrolled in the Road Course; Euro 220,00 (two-hundreds-twenty/00 euros) including VAT for the students enrolled in the Track Warm up Course; Euro 230,00 (two-hundreds-thirty/00) including VAT for the students enrolled in Track Evo Course; Euro 320,00 (three-hundreds-twenty/00) including VAT for the



students enrolled in the Track Master Course; Euro 440,00 (four-hundreds-forty/00) for the students enrolled in the Champs Academy Course; The Participant accepts these amounts waiving any further request for further reimbursement and or refund.

7.5. In the event of total non-deliverability of the Course and un-availability of the track due to adverse weather conditions, standing the refunds listed in clause 7.4 The Participant will not be entitled to recoup the Course on another date or another Circuit.

ART. 8. INFORMATIONS

8.1. For any communication or information regarding the Course, Participants may contact Ducati via email at dre@ducati.com or telephone +39/039 2050315 operating from Monday to Friday from 09.00 am to 01.00 pm and from 02.00 pm to 06.00 pm or send a fax to +39.039 303648

ART. 9. RIGHT OF WITHDRAWAL

9.1. The Participant can terminate the Participation Agreement for participation within ten days of purchase of the Course through registered mail sent to: KOBA GROUP SRL DRE CUSTOMER CARE STRADA DEI BOSCHI 19, 20852 VILLASANTA (MB) - ITALIA. Where, in the meantime, the Participant has received material of any kind on the Course, the Participant will return that documentation to Ducati at the above address by registered letter at his own expense and risk.

9.2. The Participant will send the notice of withdrawal by the deadline (the postmark will attest) and in the manner indicated above will be entitled to a refund of the price actually paid.

ART. 10. ENTIRE AGREEMENT

10.1. The Participation Agreement is integral and essential between the Parties and supersedes any contract, agreement or pre-existing arrangements between the Parties on the same subject.

10.2. The Participant expressly authorizes Ducati to use his/her e-mail in connection with activities related to the Participation Agreement. In particular, the Participant agrees that the written confirmation of the terms and conditions contained in the Participation Agreement is carried out via e-mail and will download and store the Participation Agreement (through printing on paper and / or long-term storage).

11.3 . Any change or modification of the Participation Agreement must be accepted in writing by both parties.

ART. 11. CONSUMERS

11.1 . THE TERMS OF THIS PARTICIPATION AGREEMENT WILL NOT AFFECT IN ANY WAY THE RIGHTS GUARANTEED BY THE ITALIAN LAW TO PARTICIPANTS WHICH ARE



ACTING AS "CONSUMERS" AS PER THE LAW DECREE September 6, 2005 n.206 -
CONSUMER CODE IN ACCORDANCE WITH ARTICLE 7 OF July 29, 2003 LAW N.299.

ART. 12. TRANSFER OF RIGHTS

12.1. Ducati may transfer to a third party, in whole or in part, the rights and obligations under the Participation Agreement. On the contrary, and except as provided in Article 4 of these Regulation, the Participant shall not transfer to a third party, in whole or in part, the rights and obligations under the Participation Agreement, without the prior written consent of Ducati.

ART. 13. NOTICES

13.1. All notices between the Parties relating to the Participation Agreement must be made in writing and sent to the other party specified in the Participation Agreement or purchase order for the Course.

13.2. Communications affecting the validity or existence of this Participation Agreement shall be delivered by hand or sent by registered letter with acknowledgment of receipt.

ART. 14. LANGUAGE

14.1. The regulation is written in Italian and English. In the case of any discrepancy between the two texts, the Italian text shall prevail.

ART. 15. APPLICABLE LAW AND JURISDICTION

15.1. This Participation Agreement will be governed by Italian law in every particular including formation and interpretation and will be deemed to have been made in Italy.

15.2. Any proceedings arising out of or in connection with this Agreement may be brought in any court of competent jurisdiction in: a) the court of the place of residence or domicile of the Participant if the Participant is a consumer according to Italian law and is established or resident in Italy B) the Court of Bologna, Italy, in all other cases.

15.3. All matters not expressly provided herein, of Italian law are in force.