

THE FOLLOWING CONTRACTUAL DOCUMENTS GOVERN THE PURCHASE OF THE EVENT ACCESS TICKET AND THE CLIENT'S PARTICIPATION IN THE EVENT, INCLUDING ANY ADDITIONAL PARTICIPANTS:

- A) GENERAL TERMS OF CONTRACT VIVATICKET ("TC")**
- B) SPECIAL TERMS OF CONTRACT VIVATICKET ("SC")**
- C) DUCATI EVENT REGULATIONS ("REGULATIONS")**

IF YOU INTEND TO PURCHASE THE EVENT ACCESS TICKET THROUGH THE VIVATICKET WEBSITE WWW.TICKETS.DUCATI.COM ("WEBSITE") FOR YOURSELF AND/OR FOR OTHER PARTICIPANTS, YOU MUST CAREFULLY READ AND EXPRESSLY ACCEPT THE TERMS AND CONDITIONS OUTLINED IN THESE TC, SC, AND THE REGULATIONS. IF YOU DO NOT WISH TO ACCEPT, EITHER FULLY OR PARTIALLY, THE DOCUMENTS MENTIONED AND THEIR CONTENT, OR IF YOU DISAGREE WITH THE PROVISIONS CONTAINED THEREIN, YOU ARE ADVISED NOT TO USE THE WEBSITE OR PROCEED WITH THE PURCHASE OF THE EVENT ACCESS TICKET.

A) GENERAL TERMS OF CONTRACT VIVATICKET

The following terms and conditions govern the relationship between VIVATICKET S.p.A., a single-member company headquartered at Via Antonio Canova, 16/20 - 40138 Bologna, VAT number 02011381205 – R.E.A. BO 405904, provider of the pre-sale and access ticket sales service (hereinafter referred to as the "Service"), and the users of this Service (hereinafter referred to as "Clients/Purchasers").

Clients using the Service are required to carefully read, accept, and comply with all the general terms and conditions contained in this document, as well as the special conditions and regulations provided to the Client before purchase, as they form an integral and essential part of the agreements the Client is about to enter into through the Website.

We inform the Client that:

- a) These general terms and conditions, together with any additional special conditions, govern the use of the Service for the sale of Event Access Tickets.;
- b) The Regulations, as defined below, govern participation in the Event.

CONDIZIONI GENERALI PER L'UTILIZZO DEL SERVIZIO DI VIVATICKET

Art. 1 - **Definitions**

Art. 2 - **Object of the service**

Art. 3 - **Reservation duration and sale price**

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Art. 9 - **Postponed or Cancelled Events and Event-Related Service Disruptions**

Art. 10 - **Access to the service**

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Art. 13 - **VIVATICKET Liability**

Art. 14 - **Competent court**

ART. 1 - DEFINITIONS

1. Client (Purchaser): The individual using the Service to purchase one or more Access Tickets.
2. Consumer Code: Legislative Decree No. 206 of October 6, 2005, as amended.

3. Service Fee: The surcharge applied by VIVATICKET to the Face Value of Access Tickets, representing full or partial compensation for the Service. It is disclosed to the Client during the Access Ticket purchase process and is directly invoiced to the Client by VIVATICKET.
4. Service Contract: The agreement established between VIVATICKET and the Client for the provision and use of the Service, aimed at purchasing the Access Ticket.
5. Sales Contract: The agreement established between the Client and the Organizer, concerning the sale of the Access Ticket through the Service provided by VIVATICKET. This agreement is governed by these General Terms and Conditions for the ticketing service, as well as, for aspects related to event attendance, by the Special Contract Conditions and the Event Regulations.
6. Consumer: The Client, a natural person, using the Service to purchase Access Tickets for purposes unrelated to any professional or business activities they may conduct.
7. Presale Fee: Any surcharge applied by the Organizer in the case of presale Access Tickets. It is an integral part of the Face Value of the Access Ticket purchased by the Client and is shown separately on the Access Ticket from its Nominal Value.
8. Event: The event, course, performance, or show to which the Access Ticket refers. It is governed by the Organizer's Regulations, which the Client must accept along with the General Terms and Conditions and Special Contract Conditions at the time of purchasing the Access Ticket.
9. Organizer: The entity organizing the Event for which the Access Ticket has been issued. VIVATICKET, in selling the Access Ticket through the Service, acts on behalf of the Organizer. In accordance with Article 49 of the Consumer Code, the Organizer's details are provided to the Client before completing the purchase and are indicated on the Access Ticket. The Organizer of the Event related to the Access Ticket is Ducati Motor Holding S.p.A., Via Cavalieri Ducati 3, Bologna, VAT number 05113870967.
10. Face Value: The price of the Access Ticket, including the Nominal Value and any Presale Fee. This value is indicated on the Access Ticket.
11. Service: The set of booking, issuance, and provision services for the Access Ticket to the Client through the sales network. The Service does not include the sale of the Access Ticket and/or the delivery of the performance that constitutes the Event, which remain the exclusive responsibility and obligation of the Organizer. VIVATICKET acts solely to provide the Service on behalf of the Organizer.
12. Access Ticket Holder: The individual who lawfully possesses an Access Ticket in accordance with these General Terms and Conditions.
13. Access Ticket: The document, with fiscal value, purchased by the Client through the Service that authorizes the Access Ticket Holder and/or any individuals specified by them at the time of purchase to access and participate in the Event. The Access Ticket is strictly personal and cannot be transferred for profit or be subject to brokerage, in compliance with the applicable fiscal regulations (Decree 23/07/2001 as amended), except as explicitly provided in the Special Contract Conditions and the Regulations.
14. Nominal Value: The price of the Access Ticket excluding the Presale Fee and Service Fee.

ART. 2 – OBJECT OF THE SERVICE

1. The present General Contract Conditions regulate the supply and use of the Service and, therefore, the supply to the Client of the booking and pre-sale services of the Access Ticket relative to the Event organised and managed by the Organiser Ducati Motor Holding S.p.A., Via Cavalieri Ducati 3, Bologna, P.IVA. 05113870967 and referred to in the Regulations that are an integral part of the Sales Contract.
2. Immediately prior to payment, the Client must accept these General Terms and Conditions, the Special Terms and Conditions and the Event Regulations.

3. Within the scope of the Contract of Sale, VIVATICKET acts in the name and on behalf of the Organiser by exclusively providing the Service, for which it is not responsible for organising, managing or even pricing Access Tickets, their promotion and distribution.
4. The Service provided by VIVATICKET is a reservation and presale-only service of Access Tickets to published Events. VIVATICKET in concluding the Sale Agreement, as well as in the communication activity relating to the Event, acts in the name and on behalf of the Organiser and the only service provided by the same is that of providing the Service.

ART. 3 - RESERVATION DURATION AND SALE PRICE

1. The Service allows a limited period of time for the payment of booked Access Certificates (hereinafter the 'Booking Time').
2. The Reservation Time is clearly indicated on the shopping cart summary page, marked with the icon indicating the exact deadline by which payment of the Access License can be made.
3. The purchase of the Access Ticket must be made by persons over the age of 18. The system does not allow the on-line purchase transaction to be concluded if performed by Clients under 18 years of age.
4. The total price payable by the Client for the Event Entitlement is specified immediately prior to purchase and the Client must accept it by deciding to complete the purchase.

ART. 4 - CANCELLATION OF RESERVATION DUE TO INCOMPLETE TRANSACTION

1. The purchase of the Access Ticket must be made within the Reservation Time indicated by the system.
2. The Client, within the available booking time, must make the payment and receive confirmation that it has been successful. In the event that both of the above conditions are not met, the reservation will be cancelled and the Access Licence will automatically return to the sales network.

ART. 5 - PAYMENT METHODS AND CONTRACT CONCLUSION

1. The method of payment for Access Tickets is indicated on the VIVATICKET sales page and is indicated immediately prior to payment.
2. VIVATICKET reserves the right to apply, for security reasons, limitations and exclusions to the payment instruments that may be used by the Client for payment.
3. Please note that in the case of payment by credit card, the Client has 4 payment attempts available for each transaction code. Once the payment attempts are unsuccessful, it will no longer be possible to recover the transaction.
4. If the payment is successful, the system displays online the receipt of the purchase, which will bear the indication 'Payment Confirmed - Transaction Complete' confirming the purchase made by the Client.
5. Shortly after the completion of the transaction, the Client shall receive an e-mail confirming the purchase made, specifying the seats assigned, the price paid and the method for collecting the selected Access Ticket. VIVATICKET declines all responsibility for the non-delivery of the confirmation e-mail within the aforementioned terms, should the relative delivery not be possible due to the Client entering incorrect or invalid data in the on-line Client data request form.
6. The Client may always print out the receipt for the purchase made via the View Receipt page using the assigned transaction code.

7. With the acceptance of these General Conditions of Contract and with the successful conclusion of the purchase process and the making of the relative payments by the Client, the Client expressly acknowledges, agrees and accepts that the Service provided by VIVATICKET is a pre-sale service only of Access Tickets to published Events. VIVATICKET in the conclusion of the Contract of Sale, as well as in the communication activity relating to the Event, acts in the name and on behalf of the Organisers and the only service provided by the same in its own name and on its own behalf is that of pre-sale.
8. The Service Agreement as well as the Contract of Sale shall be deemed concluded upon receipt of the e-mail communication summarising the purchase and subject to successful payment.

ART. 6 - SECURITY

1. In order to guarantee maximum security, online transactions of purchases with the Service are carried out through a secure server, with GoDaddy certification, which adopts the SSL (Secure socket Layer) protection system, according to which VIVATICKET is never made aware of the codes used by the Client for the activation of his card, but receives exclusively from the third party manager of the electronic payment platform a receipt number confirming the successful completion of the transaction at the conclusion of the same.

ART. 7 – COLLECTION AND DELIVERY METHODS

1. The Access Ticket (Pass) will only be issued in digital format and can be printed or viewed via your smartphone. The Access Pass will not be issued in paper format.

ART.8 RIGHT OF WITHDRAWAL

1. Unless expressly waived or modified by this clause in the Special Terms and Conditions provided to the Client together with these General Terms and Conditions, the Provider grants the Client the right of free cancellation provided it is exercised within 14 days from the date of conclusion of the contract for the purchase of the Service in accordance with the procedures for exercising the right of cancellation set out in the Special Terms and Conditions.
2. The Client shall therefore have the right to reimbursement of the sums paid for the purchase, provided that he/she has exercised his/her withdrawal within the terms and in the forms required and indicated in the Special Conditions, any withdrawal and/or request for reimbursement exercised in a manner different from those indicated above or subsequent to the said Event remaining irrelevant.

ART. 9 - POSTPONED OR CANCELLED EVENTS AND EVENT-RELATED SERVICE DISRUPTIONS

1. Unless expressly waived or modified by this clause within the Special Conditions, in the event of an Event being cancelled or postponed by the Organiser, or in the event of inefficiencies relating to the Event and/or the Sales Contract, VIVATICKET has been instructed by the Organiser to handle the refund activities. The Client shall then contact VIVATICKET, which acts exclusively on behalf of the Organiser, to request a refund of the Price of the Access Ticket, provided that such Tickets were purchased through the Service provided by VIVATICKET.
2. As VIVATICKET is neither the organiser nor the provider of the Event, it cannot be held responsible in any way for any variations in the programme of the Event and, to this end, it is recommended to always check the characteristics of the scheduled Events directly on the official website and/or on the communication channels of the Organiser and VIVATICKET.
3. VIVATICKET may also not be held liable for any inconvenience, inconvenience or disservice suffered by the Client due to events due to the Organisers and in the event of cancellation or postponement by the Organisers of the Event for which through the Service it has provided the service for the purchase of the relevant Access Ticket,

without prejudice to its own liability for fault or malice with regard to what is included in the Service (for example, the dissemination of misleading information for reasons attributable to it).

ART. 10 – ACCESS TO THE SERVICE

1. In order to access and use the Service, the Client must: (a) accept these General Terms and Conditions, the Special Terms and Conditions of Contract and the Event Regulations in their entirety, and (b) complete the data request form, authorising their processing in accordance with the Privacy Policy published on www.ducati.it. By accepting these General Terms and Conditions, the Client warrants that they are valid, true, accurate and correct and do not infringe the rights of third parties.
2. VIVATICKET shall allow access to the Service only to Clients of legal age who have previously successfully completed a registration procedure on the Site by means of an access code. In this case, upon completion of the registration procedure the Client shall receive an identification name ('Login') and a personal access password ('Password'). The Login and Password are personal, cannot be used from two locations at the same time and cannot be transferred or given to third parties. The Client shall be entirely responsible for all operations performed using his Login and Password and it shall therefore be the obligation of the Client to keep these data strictly confidential and secret, immediately notifying VIVATICKET if they are used without the Client's authorisation.
3. VIVATICKET shall not be held liable in any way whatsoever for any incorrect or illegitimate use of the Login and Password made by the Client or by any third party where this is not their fault.
4. VIVATICKET also reserves the right to inhibit a Client's access to the Service as well as to interrupt the operation of his/her Login and Password immediately and without prior notice in the event that it deems that there is a substantial violation of the provisions of these General Conditions of Contract, of the Special Conditions of Contract and of the Event Regulations, in particular if it finds that (a) the Client's data is incorrect, also due to the Client's failure to update the same; (b) liability has arisen in connection with the unlawful use of the Ducati Code and the Login and Password; or (c) in the event of the Client's use of the Service in a distorted manner or for unlawful purposes; (d) the Client is a minor .

ART. 11 - COMPLAINTS

1. For any observation or complaint regarding the Service, see the information page on tickets.ducati.com/ita/assistance. All requests will receive a reply within approximately 48 hours of their receipt; the service is active from Monday to Friday from 9 a.m. to 6 p.m.
2. User comments are always very useful, as they are an important moment of confrontation that allows us to offer a service that corresponds more and more to users' needs.

ART. 12 – LINK TO OTHER WEBSITES

In relation to any links other than tickets.ducati.com present within its own web pages, it is specified that:

- VIVATICKET cannot be held responsible in any way for the opinions and content expressed on such sites.
- Such sites may be changed, moved or deleted by their legitimate owners without any notice being given to VIVATICKET.

ART. 13 – VIVATICKET LIABILITY

1. VIVATICKET shall be liable solely and exclusively for expenses and damages incurred by virtue of its own fault or malice in connection with the Services provided by it, as well as for any erroneous information culpably provided in connection with the Event. Furthermore, it shall not be liable for the non-use of the Access Ticket of the Client and other participants in the Event, any right to reimbursement of the Access Tickets by VIVATICKET or the Organiser being excluded.

ART. 14 – COMPETENT COURT

1. Any disputes on the interpretation and execution of the Service Contract may be referred to a conciliator, appointed by the Chamber of Commerce of Bologna, who shall decide by means of on-line conciliation techniques, as permitted by Legislative Decree No. 70/2003. In any event, this is without prejudice to any mandatory jurisdiction provided for by law in favour of consumer Users. In all other cases in which any dispute relating to the validity, interpretation, execution and/or termination of legally relevant acts related to the Service Agreement shall be referred exclusively to: a) the Court of the Client's place of residence or domicile if the Client is a consumer pursuant to current Italian law and resides or is domiciled in Italy; b) the Court of Bologna, Italy, in any other case.
2. I hereby declare that I have read the general conditions of sale and that I expressly approve the following clauses, pursuant to and for the effects of articles 1341 and 1342 c.c.: 1.12 (non-issuance of replacement Access Tickets in the event of loss, deterioration, damage, destruction or theft); 3.1-3.2 (duration of the Reservation Time); 5.7 (VIVATICKET shall not be liable in the event of non-delivery of the confirmation e-mail due to incorrect communication of user data); 9. 2 (VIVATICKET not liable for changes in the events); 9.2 (Exclusion from reimbursement of shipping costs, if already incurred by VIVATICKET, of the Access Ticket for cancelled or postponed events); 9.3 (VIVATICKET not liable for damages to the user for cancellation of events); 10. 3 (User's obligations with respect to Login and Password); 10.4 (VIVATICKET's right to inhibit access to the Service in connection with illegitimate use of Login and Password); 14.2 (Exclusive jurisdiction for non-consumer users).

B) SPECIAL TERMS OF CONTRACT VIVATICKET

The following terms and conditions supplement and amend the General Terms and Conditions under A), taking precedence over them in the event of conflict, as Special Terms and Conditions of Contract relating to the Access Licence Purchase Service.

SPECIAL CONDITIONS FOR USING THE VIVATICKET SERVICE

Art 1. – Timeframe for the purchase of the Access Certificate

Art. 2 - Accompanying Persons and Participants

Art. 3 – Event date postponement and event cancellation

Art. 4 – Client Withdrawal

ART. 1. TIMEFRAME FOR THE PURCHASE OF THE ACCESS CERTIFICATE

1.1. Access Tickets can only be purchased through the Site up to 14 (fourteen) working days prior to the start date of the Event, unless previous seats are sold out.

Art. 2 ACCOMPANYING PERSONS AND PARTICIPANTS

2.1. The Client may purchase the Access Ticket for him/herself and/or for other Participants and/or Companions. The purchase price of the Access Ticket will then be increased for each person accompanying the Participating Client. The price for each Participant/accompanying person will be indicated during the purchase procedure

2.2. Each Participant may be accompanied to the Course by one up to a maximum of four persons as an Accompanying Person. To this end, when purchasing the Course, the Participant may choose to purchase either the simple Course (1 participant) or the Course with Accompanying Person (1 participant + 1 to a maximum of 4 persons as Accompanying Person

ART 3- EVENT DATE POSTPONEMENT AND EVENT CANCELLATION

3.1. Should the date of the Event be changed as communicated by the Organiser, the Client shall have the right to withdraw from the Contract of Sale by sending an e-mail no later than the day following the date of receipt of the notice of change of the date of the Event to dre@ducati.com.

3.2. In the event of cancellation of the Course, the Client shall only be entitled to a refund of the price paid for the purchase of the Access Ticket. The Participant shall not be entitled to receive any further reimbursement, compensation or indemnity from the Organiser for any damages that may have been incurred due to the cancellation of the Event.

3.3. In the event that the Course cannot be held at all due to adverse weather conditions which, in the sole discretion of Ducati, may cause risks to the safety of the Participants, Ducati will refund to each Participant, within 60 days from the date on which the Course was to be held, the sum of Euro 200.00 (two hundred) for those enrolled in the Course. The Participant

accepts these amounts, waiving as of now to request any further reimbursement and / or sum for any reason.

3.4. In the event that the Course cannot be held at all due to adverse weather conditions, without prejudice to refunds in the amounts indicated in Article 3.3. above, the Participant shall not be entitled to make up the Course on another date.

Art . 4 CLIENT WITHDRAWAL

The Client has the right to withdraw from the Sales Contract with the Organiser within 14 days from the date of conclusion of the contract. Withdrawal may be exercised by completing the Refund Form (www.vivaticket.it/ita/refund) and shall entitle the Client to receive a refund of the price paid for the Access Ticket.