



## DRE ADVENTURE Regulation

### Art. 1 DEFINITIONS

"Apparel" means the protective motorcycle gear required for course participation, consisting of: a full-face or modular helmet; leather or Cordura jacket and pants with shoulder, elbow, and knee protection; back protector; gloves; and boots that the Participant must possess in order to participate in the Course. The Apparel may be new or used and must be owned by the Participant.

"Accompanying Person" refers to any individual(s) accompanying the Participant to the Course without participating.

"Track" refers to the off-road course at Villa Benveduti, Park Hotel ai Cappuccini, and any other location where the Event will take place.

"Participation Contract" means the contract related to the Course between the Participant and Ducati, governed by these Regulations.

"Event or Course" refers to the DRE Adventure theoretical and practical riding course held at Park Hotel ai Cappuccini, Via Tifernate, 65, 06024 Gubbio PG, and Villa Benveduti, Località Mocaiana, 06024 Gubbio PG, to which the Access Title applies.

"Ducati" refers to Ducati Motor Holding S.p.A., a Single-Member Company managed and coordinated by Audi AG, with its registered office at Via Cavalieri Ducati no. 3, 40132 – Bologna, Italy.

"Operator" refers to Park Hotel ai Cappuccini - Tourist S.p.A., with its registered office at Via Tifernate snc, 06024 Gubbio (PG) - Italy.

"Instructors" refers to the instructors of the Course.

By "Motorcycles," this refers to motorcycles, whether new or used, including those owned by the Participant, either Ducati-branded or other brands, of the Maxi Enduro type, with the characteristics specified below, used during the Course.

"Client" means the individual who has purchased the Access Title.

"Participant" refers to the individual, who may differ from the Client, participating in the Course.

"Parties" means the Participant and Ducati collectively.

"Price" refers to the fee for Course participation.

"Organizers" means Ducati and any other individuals or legal entities involved by Ducati in organizing and conducting the Course.

"Regulations" refers to these regulations governing participation in the Course.

"Website" refers to the website [www.ducati.com](http://www.ducati.com), including the section dedicated to the Course, i.e., [www.dre.ducati.com](http://www.dre.ducati.com).

"Facilities" refers to the locations communicated by the Organizers to the Participants where they will meet, attend



theoretical lessons, and start practical exercises.

#### **Art. 2 COURSE CHARACTERISTICS**

2.1. The Course lasts a total of two days, which may be held, depending on the dates, from 8:00 am on Day 1 until 4:30 pm on Day 2, including two lunch breaks and one dinner.

2.2. The Course consists of theoretical lessons and practical exercises on riding techniques for Motorcycles provided by Ducati or owned by the Participants. The Course involves riding Motorcycles on the Track or on the road.

2.3. The content and conduct of the Course are strictly as outlined in these Regulations. The Course is conducted in Italian and, for non-Italian participants, in English.

#### **Art. 3 REQUIREMENTS TO PARTICIPATE IN THE COURSE**

3.1. Participants must be at least 18 years old at the time of purchasing the Course and possess a valid driver's license that authorizes them to operate the Motorcycles used in the Course. Participants must bring their license on the day of the Course and present it upon request by the Organizers or the Operator.

3.2. Participants must be in optimal physical and mental condition at the time of the Course, especially regarding bodily systems involved in motorcycle riding: musculoskeletal, bone, motor, neurological, visual, auditory, and cardiovascular. If these conditions are compromised, the Organizers may suspend or, if necessary, exclude the Participant from the Course. In such cases, it is understood that the Participant is not entitled to a refund or any compensation from the Organizers.

3.3. It is understood that, to the extent permitted by law, neither Ducati nor the Organizers are obligated to provide insurance coverage for the Participant, who assumes full responsibility for the use and care of the Motorcycles, including liability for any personal damages. Therefore, it is the Participant's responsibility to consider obtaining a personal accident insurance.

3.4 Special provisions in case of participation with one's own motorcycle: If the Participant intends to participate in the Event with their own motorcycle, not provided by Ducati, regardless of the brand, the motorcycle must belong to the same category as the Motorcycles, specifically Maxi Enduro, and meet the following requirements:

- Tires: Knobby or semi-knobby tires in good condition.
- Front Wheels: Must be 19 or 21 inches.
- Rims: Spoked rims.

Additionally, the Participant's motorcycle must be insured with valid third-party liability insurance (RCAuto), comply with the periodic inspection requirements mandated by law, and meet all regulations of the Highway Code (including, but not limited to, homologated turn signals, headlights, mirrors, and exhaust systems).

It is the Participant's responsibility to ensure and document (e.g., by providing a copy of the insurance certificate) that their motorcycle complies with the above requirements at all times. Failure to do so will result in exclusion from the Event.

Ducati reserves the right to verify compliance with the above requirements at any time, both after registration and during check-in for the Event. If deficiencies are found, and the Participant cannot participate in the Event, they will have no right to make any claims or demand compensation, refunds, or damages of any kind.

The Participant may also avail themselves of minor maintenance services for their motorcycle (whether Ducati-branded or other brands). However, they assume full responsibility for the correct functioning of their motorcycle and explicitly release Ducati from all liability in this regard, to the maximum extent permitted by law, except in cases of willful misconduct or gross negligence.

In the event that a Participant's motorcycle suffers severe damage that prevents further participation in the Event, as confirmed by Ducati mechanics, the Participant will have the option to use a backup motorcycle provided by Ducati. This service will cost €150.00 and require the signing of a specific loan agreement.



#### **Art. 4 BEHAVIOR & APPAREL**

- 4.1. Participants must strictly adhere to the Italian Road Code as well as the rules in these Regulations and instructions given by Instructors and/or Organizers. In cases of serious and/or repeated violations, the Organizers may suspend or, if necessary, exclude the Participant from the Course without entitlement to a refund or compensation.
- 4.2. During the use of Motorcycles and road-based exercises, Participants must wear protective Apparel. It is recommended not to wear necklaces, bracelets, scarves, or to carry objects in pockets.
- 4.3. Participants are responsible for the diligent care of Motorcycles and any other materials provided by the Organizers and must not allow their use by third parties, other Participants included, unless expressly authorized.
- 4.4. Participants must inspect their assigned Motorcycle and immediately inform the Instructors in case of any anomalies observed on the same Motorcycles.
- 4.5. Participants must act with diligence and caution during the Course.
- 4.6. If the Motorcycle provided to the Participant suffers significant damage as a result of a fall, accident or other event attributable to the Participant's behavior, including through the Participant's slight negligence, carelessness, inexperience, carelessness or carelessness, the Participant is not entitled to a replacement Motorcycle from the Organizers. Significant damage is defined as that which cannot be repaired on-site by the technical personnel present. If, however, the damage to the Motorcycle is repairable on site by the technical personnel present, the Motorcycle will be returned to the Participant as soon as possible taking into account the time and manner of repair.

#### **Art. 5 SUBSTITUTION**

- 5.1. Participants cannot change the date and/or category of the Course they originally chosen when purchasing the Course with another date or Course. However, they may transfer their Participation Contract to a third party. In this case, the third party shall present to the Course the proxy duly signed by the substituted Participant and a copy of an identity document of the substituted Participant. The third party may participate in the Course in substitution of the Participant provided that he or she meets all the requirements and accepts in full and in writing all the conditions imposed by these Regulations on the Participant. It shall be the responsibility and care of the Participant to make the third party aware of the contents of these Regulations, and to ensure that the third party agrees to accept and abide by them.

#### **Art. 6 ACCOMPANYING PERSONS**

- 6.1. 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 + from 1 up to a maximum of 4 persons as Accompanying Person).
- 6.2. The Accompanying Person may attend the lunches and dinner provided by the Organizers. Accompanying Persons may not participate in the conduct of the practical and theoretical lessons of the Course.
- 6.3. It is the Participant's responsibility to inform their Accompanying Persons of these Regulations.

#### **Art. 7 LIABILITY**

- 7.1. The Organizers will not be liable for any damages, direct or indirect, to persons or property suffered by Participants, their substitutes, Accompanying Persons, or third parties during the Course or their stay at the Facilities where Course takes place. Organizers are not responsible for the safekeeping of items brought into the Facilities by Participants, their substitutes, Accompanying Persons. Parking spaces located within the Facilities will be unattended.
- 7.2. The Participant agrees for himself/herself, his/her substitute and the Accompanying Person to indemnify and hold harmless the Organizers as well as to reimburse in full any amount advanced by the latter, if any, for any damage, direct or indirect, caused by the Participant, his/her substitute or the Accompanying Person to persons or property during the holding of the Course or their stay at the Facilities. The Participant will be liable for any damage caused to the Motorcycle due to willful misconduct or gross negligence and must therefore provide compensation for such damage. The damage, if any, caused by the Participant to the Motorcycle through slight negligence, conversely, will be the responsibility of Ducati.



7.3. Ducati will ask for a security deposit of €500.00 (five hundred/00) for any damage that may be caused by the Participant to the motorcycle due to willful misconduct or gross negligence, as provided in Article 6.2.

6.5. It is understood that should the Instructors during the practical test deem a Participant to be unfit for the Course or dangerous to other Participants, in their sole discretion, they may oblige him/her to suspend the test. In this case the Participant will not be entitled to any kind of refund.

#### **Art. 8 CANCELLATION, DATE MODIFICATION, AND COURSE SUSPENSION BY ORGANIZERS**

8.1. Ducati may, in its sole discretion, cancel, suspend or postpone the date of the Course in the event that its execution cannot be carried out safely or has become impossible due to force majeure.

8.2. The Organizers will promptly notify Participants of any cancellation or postponement of the date of the Course by sending a notice by e-mail to the address provided by Participants when purchasing the Course.

8.3. The practical tests of the Course may also be held in case of rain, unless this determines, in the sole judgment of Ducati, that the necessary safety conditions are no longer met.

#### **Art. 9 INFORMATION**

9.1. For any communication and information regarding the Course, the Participant may contact the organization at the e-mail address [dre@ducati.com](mailto:dre@ducati.com) or by phone at 039 2050315 active Monday through Friday from 9 a.m. to 1 p.m. and 2 p.m. to 6 p.m.

#### **Art. 10 ENTIRE AGREEMENT**

10.1. The Participation Contract constitutes an integral and essential agreement between the Parties and supersedes any previous contract, agreement or understanding between the Parties on the same subject matter.

10.2. Participant expressly authorizes Ducati to use his or her e-mail address in connection with activities related to the Participation Contract. In particular, the Participant agrees that written confirmation of the terms and conditions contained in the Participation Contract shall be made by e-mail and agrees to download, and retain the Participation Contract (by hard copy printing and/or durable storage).

10.3. Any changes or amendments to the Participation Contract must be accepted in writing by both Parties.

#### **Art. 11 PHOTOGRAPHS AND RECORDINGS**

11.1. The DRE Event, for its entire duration, will be documented through photographic shots and video footage that may subsequently be freely used by the Organizer and companies contractually bound to it, where the Participants are not immediately recognizable or otherwise do not represent the main element of the photo and/or video. Otherwise, the use of the image or video will be subject to a specific consent issued through the "Authorization to use own image" form. To this end, the Organizer may use the material produced for any initiative promoted by the same Organizer or by third parties, even in combination with other images, without limitation of place, use, time and means for commercial purposes and promotion of the image of Ducati, and in particular for its dissemination also through internet sites, provided that its own image does not represent the main element of the photo and/or video. The Participant expressly renounces making any claim, even of an economic nature, against the Organizer and the companies contractually linked to it and their employees, agents, representatives where his or her image has been used within the limits provided for in this article.

#### **Art. 12 CONSUMERS**

12.1. THE CONDITIONS OF THIS PARTICIPATION CONTRACT SHALL IN NO WAY AFFECT THE RIGHTS GRANTED BY ITALIAN LAW TO PARTICIPANTS ACTING AS "CONSUMERS" WITHIN THE MEANING OF LEGISLATIVE DECREE NO. 206 OF SEPTEMBER 6, 2005 - CONSUMER CODE PURSUANT TO ARTICLE 7 OF LAW NO. 299 OF JULY 29, 2003.

#### **Art. 13 ASSIGNMENT**

13.1. Ducati may assign to third parties, in whole or in part, the rights and obligations assumed under the Participation Contract. Conversely and without prejudice to the provisions of Article 4 of these Regulations regarding the possibility of proceeding with the designation of a substitute, the Participant may not assign to third parties, in whole or in part,



the rights and obligations assumed under the Participation Contract, without the prior written consent of

#### **Art. 14 COMMUNICATIONS**

14.1 All communications between the Parties relating to the Participation Contract shall be in writing and sent to the address of the other Party set forth in the Participation Contract or the Course purchase order.

14.2. Communications affecting the validity or existence of this Participation Contract shall be delivered by hand or sent by registered letter with return receipt.

#### **ART. 15. LANGUAGE**

15.1. The Regulations shall be drafted in Italian and English. In the event of any discrepancy between the texts in the two languages, the Italian language text shall prevail.

#### **Art. 15 APPLICABLE LAW AND JURISDICTION**

15.1. The Participation Contract shall be governed by and construed in accordance with the laws of Italy.

15.2. Any dispute arising out of or relating to the Participation Contract shall be subject to the exclusive jurisdiction of:

a) the Court of the place of residence or domicile of the Participant if the Participant is a consumer as defined by current Italian law and resides or is domiciled in Italy; b) the Court of Bologna, Italy, in any other case.

15.3. For all matters not expressly provided for herein, the provisions of law in force in the Italian legal system.

15.2. For any disputes related to the Participation Contract, the exclusive jurisdiction will be: a) the court of residence or domicile of the Participant if they are a consumer and reside in Italy; b) the court of Bologna, Italy, in all other cases.

**15.3.** For anything not expressly provided for herein, the provisions of the law in force in the Italian legal system shall apply.