



DRE Racetrack and DRE Track Warm Up Regulation

Art. 1. DEFINITION

By "Clothing" it is meant: **

For the DRE Racetrack and DRE Track Warm Up courses: protective motorcycle gear consisting of: full-face helmet; leather suit with padding and hard shell protection on forearms, shoulders, and shins; back protector; knee guards; gloves and track boots;

The Clothing may be new or used and owned by the Participant or may be rented by the latter from Ducati for participation in the Course.

By "Companion" it is meant** the person or persons accompanying the Participant to the Course without participating in it.

By "Circuit" it is meant** the track, paddocks, and any other area of the racetrack and/or safe driving center where the Event will take place.

By "Participation Contract" it is meant** the contract related to the execution of the Event governed by these Regulations.

By "Event" it is meant** one of the theoretical and practical riding courses of the Ducati Riding Academy, organized at the Circuit by the Organizers and detailed on the Site in the section dedicated to the Course, namely www.dre.ducati.it.

By "Course" it is meant** the course chosen by the Customer within the Event to which the Access Title refers.

By "Manager" it is meant** all entities that manage or own Circuits, including:

- the company Santa Monica S.p.A., with reference to the Misano World Circuit racetrack located in Misano Adriatico (RN - ITALY)
- the company Aerautodromo Modena S.p.A., with reference to the Modena racetrack located in Modena (MO - ITALY)
- the company Mugello Circuit Spa, with reference to the Mugello racetrack, Località Senni, 15, 50038 Scarperia e San Piero FI

By "Ducati" it is meant** Ducati Motor Holding S.p.A., - Sole Shareholder Company, subject to the direction and coordination of Audi AG - headquartered at via Cavalieri Ducati no. 3, 40132 – Bologna, Italy.

By "Instructors" it is meant** the instructors of the courses within the Event.

By "Motorcycles" it is meant** the Ducati brand motorcycles, new or used, employed in the Event.

By "Customer" it is meant** the individual who purchased the Access Title for the Event and participation in the Course.

By "Participant" it is meant** the individual, who may be different from the Customer, who will attend the Course.

By "Parties" it is meant** the Customer and Ducati collectively.

By "Price" it is meant** the fee for participation in the course within the Event and any rental of Clothing.

By "Organizers" it is meant** Ducati and other individuals or entities involved by Ducati in the organization and



execution of the Event and Course.

By "Regulations" it is meant** these regulations governing participation in the Event and Course.

By "Ducati Website" it is meant** the website www.ducati.com, including the section dedicated to the Event and the Courses offered as part of the Event, namely www.dre.ducati.it.

ART. 2. CHARACTERISTICS OF THE EVENT

2.1. The Course lasts for one full day, starting at 8:00 a.m. and ending at 6:00 p.m., with a lunch break.

2.2. The Course consists of theoretical lessons and practical exercises related to riding techniques for the Motorcycles provided by Ducati, as specified below, with the models listed for each type of Course on the Website. The Course takes place exclusively within the Circuit and does not involve the circulation of the Motorcycles on public roads or elsewhere.

2.3. The content and methods of conducting the Course are exclusively those indicated in these Regulations and on the Website. The Course is conducted in Italian and, for foreign participants, in English.

2.4. By registering and participating in the Course, the Participant will receive, on loan from Ducati, one or more Motorcycles referred to in Article 1.2, which will be identified upon delivery. The Participant agrees to use the Motorcycle diligently and to return it immediately to Ducati, in accordance with Articles 1803 and subsequent articles of the Italian Civil Code regarding loans, which are fully referenced and regulate the relationship. The Participant accepts these conditions along with these Regulations and agrees to sign a specific loan agreement for the Motorcycles.

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 must hold a valid license qualifying them to ride the Motorcycles they wish to use in the Course. Participants must bring their license on the day of the Course and present it upon request by the Organizers and the Manager.

3.2. At the time of the Course, Participants must be in optimal physical and mental condition, particularly regarding the following systems, as they are most engaged during motorcycle riding: musculoskeletal, osteoarticular and locomotor, neurological, visual, auditory, and cardiovascular. If these conditions are not met, the Organizers may suspend or, if necessary, exclude the Participant from the Course. In this case, the Participant will not be entitled to a refund of the Price or to any other compensation or reimbursement from the Organizers and/or the Manager.

3.3. It is understood that, within the limits allowed by law, neither Ducati nor the Organizers are obligated to arrange any insurance coverage for the Participant, who, therefore, assumes all responsibility related to the use and care of the Motorcycles, including liability for any personal injury or damage to third parties. It is therefore the responsibility of the Participant to secure any necessary insurance coverage, such as, by way of example but not limited to, any insurance required by the Manager.

ART. 4. CONDUCT & CLOTHING

4.1. Participants must strictly adhere to the rules in force for the use of the Circuit as well as those in these Regulations and the signals and instructions given by the Instructors, Organizers, and/or the Manager. In the case of serious and/or repeated violations of these provisions, the Organizers may suspend or, if necessary, exclude the Participant from the Course. In this case, the Participant will not be entitled to a refund of the Price or to any other compensation or reimbursement from the Organizers and/or the Manager.



4.2. During the use of the Motorcycle and practical on-track exercises, Course Participants must wear the required Clothing. Ducati offers Participants the option to rent the Clothing for the duration of the Course upon payment of a fee. The Participant must make an express request at the time of registration. In such cases, the Clothing will be provided to the Participant at the start of the Course at the Circuit and must be returned to the Organizers at the end. The Clothing must be used exclusively by the Participant or their replacement, not by third parties, and solely for the purpose of participating in the Course. The Participant will inspect and accept the Clothing upon receipt, evaluating its quality and suitability for the agreed purpose. The Participant agrees to indemnify Ducati from any direct or indirect damage that may result from the use of the Clothing, whether to themselves, their replacement, or Companion, and waives any claim for compensation in relation to its use. Where not expressly covered here, the provisions of Articles 1571 and following of the Italian Civil Code will apply to the rental of the Clothing. Participants are advised not to wear necklaces, bracelets, scarves, or keep items in their pockets.

4.3. Participants must carefully guard the Motorcycles, Clothing, and any other equipment assigned to them by the Organizers and must not allow their use by others, including other Participants, unless expressly authorized by the Organizers.

4.4. Participants must inspect the Motorcycle assigned to them and immediately inform the instructors of any issues identified.

4.5. Participants must act prudently and diligently during the Course.

4.6. Should the Motorcycle assigned to the Participant suffer severe damage due to a fall, accident, or any other event attributable to the Participant's behavior, including minor fault, negligence, inexperience, or inattentiveness, they will not be entitled to a replacement motorcycle from the Organizer. Severe damage means damage that cannot be repaired on-site by the technical staff. If the damage can be repaired on-site, the Motorcycle will be returned to the Participant as soon as possible, considering the time and manner of the repair.

ART. 5. DESIGNATION OF A SUBSTITUTE

5.1. Participants cannot change the date and/or category of the originally chosen Course at the time of purchase. However, they may transfer the Participation Contract to a third party. In such cases, the third party must present a signed delegation from the original Participant and a copy of their identity document. The third party may attend the Course in place of the Participant, provided they meet all the required criteria and fully accept the terms of these Regulations. It is the responsibility of the Participant to inform the third party of these Regulations and ensure they agree to accept and comply with them.

ART. 6. COMPANIONS

6.1. Each Participant may be accompanied by up to four persons as Companions. At the time of Course purchase, the Participant may choose between a simple Course (1 Participant) or a Course with Companion option (1 Participant + up to 4 Companions).

6.2. Companions may participate in the meal, access the open bar provided by the Organizers, and the paddock area of the Circuit, but they cannot enter the track during the Course sessions or enter the pit lane and locker rooms.

6.3. It is the responsibility of the Participant to inform the Companion of these Regulations.

ART. 7. LIABILITY



7.1. The Organizers and the Manager, where applicable, shall not be liable in any way for any type of damage – direct or indirect – to persons or property suffered by the Participants, their substitutes, Companions, or third parties during the Course or their presence at the Circuit facilities. The Organizers and the Manager do not assume any responsibility for the safekeeping of belongings brought into the Circuit by the Participants, their substitutes, or Companions. Parking areas within the racetrack are not monitored.

7.2. The Participant agrees on behalf of themselves, their substitute, and their Companion, to indemnify the Organizers and the Manager, and to fully reimburse any amount they may have advanced for any direct or indirect damage caused by the Participant, their substitute, or Companion to persons or property during the Course or while at the Circuit facilities. The Participant will be responsible for damage caused to the Motorcycle due to willful misconduct or gross negligence and will be liable for compensation. Ducati will bear the cost of any damage caused by the Participant to the Motorcycle due to minor damage.

7.3. Each Participant must sign the release of liability and indemnity declarations prepared by the Organizers and the Manager before the Course begins to participate.

7.4. Ducati will require a deductible of €500.00 (five hundred euros) for any damage caused by the Participant to the Motorcycle due to willful misconduct or gross negligence, as provided in Article 6.2.

7.5. The Organizers reserve the right to transfer the Participant to a lower-level Course if, at the sole discretion of the Instructor, the Participant is deemed unsuitable for the chosen Course or poses a danger to other participants. In this case, the Participant will not be entitled to any refund.

ART. 8. CANCELLATION, DATE CHANGE, AND SUSPENSION OF THE COURSE BY THE ORGANIZERS

8.1. Ducati reserves the right, at its sole discretion, to cancel, suspend, or reschedule the Course if it cannot be conducted under safe conditions or if it has become impossible due to force majeure.

8.2. The Organizers will promptly notify Participants of any cancellation or rescheduling of the Course date by sending an email to the address provided by the Participants at the time of course purchase.

8.3. The practical sessions of the Course may take place even in the case of rain, unless, at Ducati's sole discretion, this compromises the necessary safety conditions.

ART. 9. INFORMATION

9.1. For any communication or information regarding the Course, Participants may contact Ducati via email at dre@ducati.com, call the number +39 039 2050315 (available Monday to Friday from 9:00 am to 1:00 pm and from 2:00 pm to 6:00 pm), or send a fax to +39 039 303648.

ART. 10. ENTIRE AGREEMENT

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

10.2. The Participant expressly authorizes Ducati to use their email address for activities related to the Participation Contract. In particular, the Participant agrees that the written confirmation of the terms and conditions contained in the Participation Contract be provided via email and commits to downloading and retaining the Participation Contract (either by printing a hard copy and/or saving it electronically).



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

ART. 11. PHOTOGRAPHS AND RECORDINGS

11.1 The DRE Event will be documented through photographs and video recordings, which may subsequently be freely used by the Organizer and its contracted companies, provided that the Participants are not immediately recognizable or are not the main subjects of the photos and/or videos. Otherwise, the use of the image or video will be subject to specific consent provided via the "Authorization for Use of Own Image" form. For this purpose, the Organizer may use the material produced for any initiative promoted by the Organizer or third parties, in combination with other images, without restrictions on place, usage, duration, and media, for commercial purposes and to promote Ducati's image, particularly for distribution on websites, provided the Participant's image does not represent the main element of the photo and/or video. The Participant expressly waives any claim, including economic claims, against the Organizer and its contracted companies, as well as their employees, agents, and representatives, in cases where their image has been used within the limits outlined in this article.

ART. 12. CONSUMERS

12.1. THE CONDITIONS OF THIS PARTICIPATION CONTRACT WILL NOT PREJUDICE THE RIGHTS GRANTED BY ITALIAN LAW TO PARTICIPANTS ACTING AS "CONSUMERS" PURSUANT TO LEGISLATIVE DECREE 6 SEPTEMBER 2005 NO. 206 – CONSUMER CODE IN ACCORDANCE WITH ARTICLE 7 OF LAW 29 JULY 2003 NO. 299.

ART. 13. ASSIGNMENT

13.1. Ducati may assign to third parties, in whole or in part, the rights and obligations under the Participation Contract. Conversely, except as provided in Article 5 of this Regulation concerning the possibility of designating a substitute, the Participant may not assign to third parties, in whole or in part, the rights and obligations under the Participation Contract without Ducati's prior written consent.

ART. 14. COMMUNICATIONS

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

14.2. Communications affecting the validity or existence of this Participation Contract must be delivered by hand or sent by registered mail with acknowledgment of receipt.

ART. 15. LANGUAGE

15.1. This Regulation is drafted in Italian and English. In the event of any discrepancy between the texts in the two languages, the Italian text shall prevail.

ART. 16. APPLICABLE LAW AND JURISDICTION

16.1. The Participation Contract shall be governed by and interpreted in accordance with Italian law.

16.2. Any disputes arising from or relating to the Participation Contract shall fall under the exclusive jurisdiction of a) the court of the place of residence or domicile of the Participant, if the Participant is a consumer under the current



Italian law and resides or is domiciled in Italy; b) the Court of Bologna, Italy, in all other cases.

16.3. For all matters not expressly provided for herein, the provisions of the applicable Italian laws shall apply.