

**General Provisions governing  
the participation in WDW 20-22 July 2018)**

**PLEASE CAREFULLY READ THE FOLLOWING GENERAL PROVISIONS ("GP") THAT GOVERN THE TERMS AND CONDITIONS OF YOUR PARTICIPATION IN THE WORLD DUCATI WEEK 2018 THAT WILL BE HELD AT THE MISANO WORLD CIRCUIT MARCO SIMONCELLI ("CIRCUIT") FROM 20 JULY TO 22 JULY 2018 ("EVENT") AND THE CONDITIONS APPLICABLE TO THE PURCHASE OF THE EVENT TICKETS. BY ACCEPTING THESE GENERAL PROVISIONS YOU EXPRESSLY ACKNOWLEDGE AND AGREE TO BE BOUND TO THEM.**

**IF YOU DO NOT AGREE AND DO NOT INTEND TO ACCEPT THESE TERMS AND CONDITIONS, CLICK ON "I DO NOT AGREE". IN THIS CASE YOU WILL NOT BE ABLE TO ACCESS THE EVENT PURCHASE FORM.**

Ducati Motor Holding S.p.A - Sole Shareholder Company, subject to the direction and coordination of Audi AG - is the Event Organiser ("Organiser").

## **Part 1: GENERAL EVENT PROVISIONS**

### **Article 1 - Indicative and final programmes**

The indicative programmes are only supposed to give an idea still to be defined of both the facilities to be used and the locations and routes. The Organiser therefore undertakes to maintain the facilities and services indicated in the final programmes; however, in the event of the unavailability of one or more services, for reasons beyond its control and force majeure, the Organiser reserves the right to replace them with services and facilities of equal quality.

### **Art. 2 - Participation fees**

Participation is subject to the purchase of an access pass valid for one or all three days of the Event. There are two types of access passes:

- **Biker Pass:** allows the participant to access the Event with the bike;
- **Visitor Pass:** allows the participant to access the Event either as a passenger or on foot.

The prices of the tickets to the Event are:

	<b>2018</b>	
	<b>BIKER</b>	<b>VISITOR</b>
<b>3-DAY PASS</b>		
Full	€ 95	€ 65
Discounted *	€ 75	€ 60
DOC Discount **	€ 55	€ 50
<b>DAILY</b>		
Full	€ 50	€ 40
DOC Discount **	€ 30	€ 25
Reduced Rookie (18-25)***	€ 30	€ 25

\***Reduced price:** price available for those who purchase the Pass at Ducati Dealers and for Ducati National Sales Company and Ducati Partners;

**\*\*Reduced DOC:** price available only to active members of an official Desmo Owners Club for the year 2018;

**\*\*\* Reduced Rookie (18-25):** daily price available for any participant aged between 18 and 25.

All prices are VAT Included.

Access passes can be purchased online on the website [wdw.ducati.com](http://wdw.ducati.com) from 27 March 2018 until 15 July 2018. From 19 July 2018 and during the Event it will be possible to purchase access tickets only at the Accreditation Centre/Ticket office near the Circuit and only at full price.

Children under 18 years of age must be accompanied.

Free access is provided for:

- Children under 18 years of age accompanied by an adult; the access pass can be booked online (max. 4 for each transaction; at the entrance of the Circuit it will be necessary to show an identity document) and must be collected at the Accreditation Centre/Ticket Office near the Circuit;
- disabled people with of a disability certificate and their companion; the access pass must be collected at the counter dedicated to the Accreditation Centre/Ticket office near the Circuit;
- all participants from outside Europe ([see list](#)); the access pass can be booked online and must be collected at the Accreditation Centre/Ticket Office near the Circuit.

The 3-day Pass includes:

- Access to all public areas where the Event will be held;
- The Welcome kit containing t-shirts, gadgets and information material;
- The possibility to take part free of charge in all the activities of the Event programme such as for example:
  - Test ride Ducati models (subject to availability)
  - DRE Riding Academy driving school (Safety Academy, Enduro Academy and Scrambler Days of Joy) (subject to availability);
  - On track shifts (subject to availability) exclusively for **Ducati motorcycle owners**;
  - Various contests organised as per the Event programme;
  - Seminars at Ducati University (subject to availability);
  - Access autograph sessions with Ducati riders
  - Possibility to visit the factory and the Ducati Museum at a discounted price.

Participation in dynamic activities is regulated by Art. 8 of these Rules.

The Daily Pass includes all the provisions of the Event's daily programme, excluding:

- Test rides on Ducati models;
- DRE Riding Academy driving school;
- Turns on the track.

### **Art. 3 - Delivery method**

The following methods of delivery of access tickets are provided for:

- for access passes purchased up to 6 July 2018 home delivery if requested; in this case the courier will deliver a sealed envelope to the address indicated by the buyer at the time of purchase on the registration form. Shipping costs are charged to the buyer. Shipments will be made starting from 7 May 2018.
- For access passes purchased from 7 July onwards, collection at the Accreditation Centre/Ticket Office near the Circuit is mandatory from 9.00 a.m. on 19 July 2018 to 10.00 a.m. on 22 July 2018. In this case the buyer may collect the access passes by presenting the documents referred to in Part 3 Art. 7.

#### **Art. 4 - Ducati Museum and Factory Visits**

From Wednesday 18 July 2018 to Tuesday 24 July 2018, both the Ducati Museum and the Ducati Factory can be visited without reservation.

The Museum will be open every day from 9.00 a.m. to 6.00 p.m. There are no guided tours of the Museum. Factory tours must be guided; they will start in shifts between 9.15 a.m. and 4.00 p.m., except on Saturday 21st July, when they will be possible only between 9.15 a.m. and 12.00 a.m.

Fees and payment methods

There are 2 types of tickets available:

- 1) Guided tour of the factory and entrance to the Museum; cost 20.00 (twenty/00) Euro.
- 2) Entrance to the Museum; cost 10,00 (ten/00) Euro.

As usual, DOC members have the right to free tickets 1) and 2), always on presentation of the DOC 2018 member card.

Instructions for online purchase:

- a. purchase is possible through the website [wdw.ducati.com](http://wdw.ducati.com), at the same time as purchasing the access pass to WDW2018;
- b. You can purchase a number of tickets for factory guided tour and museum entrance equal to the number of WDW2018 access tickets you are purchasing;
- c. for organizational reasons, it is required to indicate the day and time of the visit;
- d. in the case of multiple purchases by one person, all the people for whom the ticket was purchased must present themselves for the guided tour on the same day during the same time period;
- e. in the case of online purchases, the purchase receipt must be presented at the check-in desk at Ducati before the visit.

The purchase of reduced-price tickets is possible on site on the days from 18 to 24 July 2018.

The proceeds from this activity will be entirely donated to the Ducati Foundation.

#### **Art. 5 - Access pass**

Together with the access pass, each participant in the Event will receive a bracelet for himself/herself and, in the case of a 3-day or daily Biker Pass purchase, also a bracelet for the bike with which he/she will access the Event. The two bracelets will have the same numbering and will have to be worn for the entire duration of the Event.

The bracelet with "human" shape must be worn by the participant, the bracelet with motorcycle shape must be attached to the motorcycle in a visible place. We recommend the steering or the handlebar.

The participant who has purchased a Visitor Pass, a 3-day Pass or a daily Pass, will receive only one bracelet with "human" shape and this bracelet must be worn for the duration of the Event

#### **Art. 6 – Loss of access pass**

In case of loss, the access pass is not replaceable, so it is necessary to purchase another one.

In case of a broken bracelet, the participant must contact the accreditation centre/ticket office near the Circuit for the replacement by presenting the damaged bracelet and the access pass.

If the bracelet is lost, the participant must contact the Accreditation Centre/Ticket Office near the Circuit and show their access pass to receive a new bracelet.

## **Art. 7 – Welcome Kit**

The Welcome Kit can be collected during the days and opening hours of the Event at the dedicated point within the Circuit Welcome Kit Distribution.

## **Art. 8 – General rules for booking turns on the track and Riding Experiences**

All holders of the 3-day Biker Pass purchased online are entitled to book the following dynamic activities:

1. A turn on the track with your own bike, **if in possession of Ducati bike**;
2. One turn of the DRE Riding Academy – Safety Module with motorcycles made available by Ducati;
3. A turn at the DRE Riding Academy Enduro - with bikes made available by Ducati;
4. A turn of the Scrambler Days of Joy - with bikes made available by Ducati.

All holders of the 3-day Visitor Pass purchased online are entitled to book the following dynamic activities:

1. One turn of the DRE Riding Academy Safety Module - with bikes made available by Ducati;
2. A turn at the DRE Riding Academy Enduro - with bikes made available by Ducati;
3. A turn of the Scrambler Days of Joy - with bikes made available by Ducati.

Upon online purchase of the 3-day Pass (Biker or Visitor), the participant will receive the Riding Experience Code on the payment receipt.

E-mail and Riding Experience Code are required for turn booking.

Before the start of the Event, the participant will receive an e-mail with the notice of the opening of the platform for online booking of dynamic activities. At that point, the participant, by entering the Riding Experience Code, can choose the date and time when to perform the preferred activity (subject to availability).

Participants holding a 3-day Pass can book up to a maximum of 3 turns of different types of those offered.

Participants must be of legal age, hold a valid driving licence and wear technical clothing appropriate to the type of activity:

- for track sessions: The participant will have the obligation to access to the track wearing the homologated full-face helmet, full leather suit, gloves, boots, back protector for track sports use.
- for the DRE Riding Academy courses - Safety Module: protective clothing consisting of: full face helmet, leather or Cordura jacket and trousers with shoulder, elbow and knee protectors; back protector; gloves and boots.
- for the DRE Riding Academy Enduro courses or in general for test ride activities, the compulsory protective clothing must consist of: full face helmet, jacket and trousers with shoulder, elbow and knee protection; back protector; gloves and boots, which the Participant must wear to attend the course.

The management reserves the right to prevent access to the track to participants who wear clothes that are not compliant or in poor conditions.

Participants who purchase a 3-day Biker Pass during the Event and therefore on site, can register for the track sessions or other activities within the circuit, but please note that the chances of finding available seats by booking on site will be low.

## **Art. 9 – Indemnity**

For the purposes of participating in WDW2018, the participant shall also declare:

- that the motorcycle with which he/she is participating is regularly registered, in perfect conditions of maintenance and in conformity with the regulations on noise and environmental pollution;
- to be aware of the risks that his/her participation entails for himself/herself, others and the property belonging to him/her and others, and to assume in this sense any responsibility for any damage that may arise from his/her fault, undertaking to indemnify and hold harmless the organisers;
- to be aware that the parking is not guarded;
- to waive any and all claims against the Organiser, including any damages resulting from theft of or damage to the property.

The Organiser reserves the right to immediately send out of the Circuit and any other place where the Event takes place, without refunding the access pass, any participant whose behaviour is not in compliance with public order laws and with the provisions of these regulations, or who, in general, does not allow the regular course of the Event itself.

#### **Art. 10 – Authorisations to use the image**

The WDW2018 Event, for its entire duration, will be documented through photographic and video shots that can be subsequently freely used by the Organiser and the companies contractually linked to it. To this end, by participating in the Event, the participant expressly assigns to the Organiser, who in turn may assign to third parties, any and all rights to use his/her image for any initiative promoted by the Organiser or by third parties, alone and/or in combination with other images, without limit of place, use, time and means for commercial purposes and for the promotion of the company image, and in particular for its dissemination also through internet sites. The participant expressly waives any claim, including economic claims, against the Organiser and its associated companies and their employees, agents and representatives.

#### **Art. 11 – Cancellation of the Event due to strikes - natural disasters - adverse weather conditions - civil and military unrest - riots - acts of terrorism**

The cancellation of the Event due to strikes, natural disasters, adverse weather conditions, civil and military unrest, riots, acts of terrorism and other similar events constitute force majeure and therefore not attributable to the Organiser. Any additional costs incurred by the participant will not be reimbursed, nor will the services that for these reasons were not provided and could not be recovered be reimbursed. Except for what may be covered by the insurance provided by the Organiser.

#### **Article 12 - Disclosures and supplementary information**

The Organiser reserves the right to inform all participants, by means of appropriate communications, of any changes or additions to these general provisions and programmes, as well as information or clarifications for their best interpretation.

For this purpose, the participant gives Ducati his/her consent to the use of his/her personal data, in line with the provisions of Part 2.

#### **Art. 13 - WDW 2018, Ducati trademarks, distinctive signs, industrial and intellectual property rights and third-party services offered through the site or links to specific third party websites**

The participant is expressly aware in advance that he/she cannot claim any right to the registered trademarks “**WDW 2018**”, “**Ducati**”, nor any authorisation to use them and undertakes, both on his/her own and for the passenger, not to claim ownership, license or any other right of use or exploitation. Moreover, both on his/her own and for the passenger, he/she undertakes not to file or use names, trademarks or other distinctive signs in combination with the names or registered trademarks “**WDW 2018**”, “**Ducati**” and/or which are in any case graphically confusable with them.

The domain name and the intellectual and industrial property rights relating to the website [wdw.ducati.com](http://wdw.ducati.com) (including, but not limited to, any image, photograph, animation, video, audio, music, text integrated in this website, and attached material) are the property of the Organiser and are protected by copyright and intellectual and industrial property laws and by the provisions of international treaties. The participant may not copy and/or reproduce the material contained in this site.

Some of the Services offered on this site may include third-party material or links to certain third-party websites. The participant acknowledges and accepts that the Organiser is not responsible for the content or accuracy, evaluation and examination of such or the evaluation of the content or accuracy of such third-party material or websites. The Organiser does not warrant or confirm and will have no responsibility for any third-party materials or websites, or for any other materials, products or services of third parties. The participant agrees not to use any third party materials in any way that could infringe or violate the rights of any third party, and that the Organiser shall not be in any way responsible for any use to that effect by the participant.

## **Art. 14 - ARBITRATION CLAUSE**

Any disputes on the interpretation and execution of these Regulations may be referred to a conciliator, appointed by the Bologna Chamber of Commerce, that will decide electronically with the techniques of on-line conciliation, as permitted by the Italian Legislative Decree. 70/2003. This is without prejudice to any mandatory competences provided by law in favour of consumer users.

## **Art. 15 - APPLICABLE LEGISLATION**

For anything not expressly mentioned herein, Italian and EU legislation shall apply.

## **Part 2: ACTIONS RELATED TO THE PROCESSING OF PERSONAL DATA**

### **REPORT ON THE PROCESSING OF PERSONAL DATA**

**In compliance with the disposals of the General regulations on the protection of personal data n. 679/2016 ("RGPD") and applicable national registration (together privacy policy).**

The personal data provided by the User for registration at World Ducati Week 2018 (hereinafter "event") will be processed by the Data Controller of Ducati Motor Holding S.p.A. - Company with sole shareholder - Company subject to the direction and coordination of AUDI AG, with headquarters in via Cavalieri Ducati n. 3, Bologna, Italy (hereinafter "Ducati"), and by Best Union Company S.p.a. with registered office at Via Antonio Canova 16/20, 40138 Bologna (hereinafter "Best Union") as Data Processor appointed by Ducati for the online sale of access passes to events organised by Ducati.

Ducati therefore avails itself of the collaboration of Best Union for the process of selling access passes online, through the platform [www.vivaticket.com](http://www.vivaticket.com), through the url [wdwdealer.vivaticket.it](http://wdwdealer.vivaticket.it) (dealer) and [wdw.vivaticket.it](http://wdw.vivaticket.it) (b2c).

The registration process is divided into two macro steps: a first registration by the user on the Ducati website (if not already registered), and a subsequent navigation on the [www.vivaticket.com](http://www.vivaticket.com) website for the process of purchasing the ticket online.

For the User, after registering (with the simultaneous acceptance of the privacy policy contained therein) on the Ducati website, it may be necessary, to activate certain services if requested, to collect further data on the [www.vivaticket.com](http://www.vivaticket.com).

Best Union will use the personal data provided to: allow navigation and registration at the event, the possible conclusion and execution of a purchase contract through the Site, provide for the provision of products and services requested by the User, to provide information and assistance requested by the User.

With regard to data storage, we inform you that the personal data will be kept for 18 months (disputes for credit card cancellation) and accounting records up to 10 years for tax reasons, including invoices.

Ducati and Best Union have great respect for the privacy of their Users. The data that may be communicated by the visitor to the site will be treated with the utmost attention and with tools to ensure the security, in full compliance with current legislation protecting personal data.

By accepting these Regulations & Privacy, the interested party also accepts the process of managing personal data as described above.

## **Part 3: CONDITIONS OF SALE**

The following indications govern the relations between Best Union Company S.p.A., with registered office in via Antonio Canova, 16/20- 40138 Bologna, VAT No. 02011381205 – R.E.A. BO 405904, provider of pre-accreditation service and sale of access passes (hereinafter referred to as “Service”) and users of that Service (hereinafter referred to as “Customers/Buyers”). The customer who uses the Service is obliged to comply with all the general conditions contained in these regulations. These regulations must therefore be carefully read and approved in all its parts by the User before completing the purchase operation.

## **GENERAL CONDITIONS FOR THE USE OF THE BEST UNION COMPANY SERVICE**

Art. 1 - **Definitions**

Art. 2 - **Scope of the Service**

Art. 3 - **Duration of reservations and sale price**

Art. 4 - **Cancellation of reservations due to failure to conclude the transaction**

Art. 5 - **Payment arrangements and conclusion of the contract**

Art. 6 - **Safety**

Art. 7 - **Methods of collection and delivery**

Art. 8 - **Right of termination**

Art. 9 - **Event postponed or cancelled**

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

Art. 11 - **Complaints**

Art. 12 - **Links to other sites**

Art. 13 - **Responsibility of Best Union**

Art. 14 - **Jurisdiction**

### **ART. 1 - DEFINITIONS**

1. Customer (Purchaser): is the person who uses the Service to purchase one or more Access Passes.
2. Consumer Code: this is the Italian Legislative Decree No. 206 of 6 October 2005, as amended and supplemented.
3. Service Fee: this is the surcharge applied by Best Union to the Price indicated on the Access Passes and constitutes remuneration in all or part of the Service. It is indicated to the Customer during the procedure of purchase of the Access Pass and is invoiced directly by Best Union to the Customer.
4. Service Agreement: this is the agreement established between Best Union and the Customer for the provision of the Service and for the use of the Service by the Customer.
5. Sales Contract: this is the contract between the Customer and the Organiser for the sale of the Access Pass through the Service provided by Best Union Company, to be understood as governed by these General Conditions of Contract in the parts referring to the use of the **World Ducati Week 2018** Event, by the applicable provisions on sales pursuant to applicable Italian law and by the warnings on the back of the Access Pass purchased.
6. Consumer: the Customer is the natural person who uses the Service to purchase Access Passes for purposes unrelated to any professional or entrepreneurial activity.
7. Advance Right: this is the possible surcharge applied by the Organiser in the case of advance sale of the Access Pass. It is an integral part of the Price indicated on the Access Pass purchased by the Customer and is indicated on the Access Pass separately from the Nominal Value of the Access Pass.
8. Event: this is the event, show or representation to which the Access Pass refers.
9. Organiser: this is the subject who organises the Event for which the Access Pass has been issued. Best Union in the sale of the Access Pass through the Service provided, acts in the name and on behalf of the Organiser. Pursuant to and for the purposes of Article 49 of the Italian Consumer Code,

the data and references of the Organiser are indicated to the Customer before the purchase is completed and are indicated on the Access Pass. The Organiser for the World Ducati Week 2018 event is Ducati Motor Holding S.p.A., Via Cavalieri Ducati 3, Bologna, VAT. 05113870967.

10. Price indicate on the Pass: this is the price composed of the Nominal Value plus any pre-sale Right and is indicated on the Access Pass.
11. Service: this is the set of booking services, issuing and making available of the Access Pass in favour of the Client through the sales network. The Service does not include the sale of the Access Pass and/or the provision of the Event service which remain acts and/or obligations of exclusive competence and responsibility of the Organiser, in the name and on behalf of which Best Union acts by providing the Service exclusively.
12. Access Pass Holder: the person who legitimately holds an Access Pass in accordance with these General Terms and Conditions.
13. Access Pass: this is the document, with fiscal value, purchased by the Customer through the Service that legitimises the holder of the Access Pass to participate in the Event. The Access Pass is strictly personal and cannot be sold for consideration or be the subject of intermediation, in compliance with the prevailing regulations on tax matters (Italian Decree 23/07/2001 as amended and supplemented). Access Passes may not be replaced if they are lost, deteriorated, damaged, destroyed or stolen.
14. Nominal Value: this is the price of the Access Pass net of the Advance Right and the Service Fee.

## **ART. 2 - SCOPE OF SERVICE**

1. These General Terms and Conditions of Business govern the supply and use of the Service and, therefore, the supply to the Customer of booking and pre-sale services for the Access Pass relating to the **World Ducati Week 2018** Event organised and managed by the Organiser Ducati Motor Holding S.p.A., Via Cavalieri Ducati 3, Bologna, VAT. 05113870967.
2. Under the Sales Agreement, Best Union acts in the name and on behalf of the Organiser by providing the Service only, and therefore cannot be held responsible for the organisation, management or pricing policy of the Access Certificates, their promotion and distribution.
3. The Service provided by Best Union is a reservation only service and advance sale of Access Passes to published Events. Best Union in the conclusion of the Sales Agreement, as well as in the communication activity related to the Event, operates in the name and on behalf of the Organiser and the only service provided by the same is the provision of the Service.

## **ART. 3 - DURATION OF RESERVATIONS FOR PURCHASE BY CREDIT CARD**

1. The Service allows you to have a limited period of time for the payment of the reserved Access Passes (hereinafter the "Booking Time").
2. The Booking Time is clearly indicated in the shopping cart summary page, marked with the icon indicating the exact deadline by which the payment of the Access Pass can be made.
3. The purchase of the Access Certificate must be made by persons over the age of eighteen. The system does not allow to conclude the online purchase operation if performed by Customers under 18 years of age.
4. The total price due by the Customer for the Access Pass, including the Shipping Charges for the Access Pass which are indicated separately, is specified immediately before the purchase and the Customer must accept it by deciding to complete the purchase.



#### **ART. 4 - CANCELLATION OF RESERVATIONS DUE TO FAILURE TO CONCLUDE THE TRANSACTION**

1. The purchase of the Access Pass must be made within the Booking Time indicated by the system.
2. The Client, within the available booking time, must make the payment and receive the confirmation that it has been successfully completed. In case both the previous conditions are not met, the reservation will be cancelled and the Access Pass will automatically return to the sales circuit.
3. For any request for assistance, see the information page on the website [www.vivaticket.it/eng/assistance](http://www.vivaticket.it/eng/assistance).

#### **ART. 5 - PAYMENT ARRANGEMENTS AND CONCLUSION OF THE CONTRACT**

1. The method of payment of Access Passes is indicated on the Best Union sales page and is indicated immediately before payment.
2. Best Union reserves the right to apply, for security reasons, limitations and exclusions to the payment instruments used by the Customer for payment.
3. Please note that, in case of payment by credit card, for each transaction code the customer has available 4 attempts to pay. Once the unsuccessful payment attempts have been made, the transaction will no longer be recovered.
4. If the payment has been successful, the system displays the receipt of the purchase online, which will bear the indication "Payment Confirmed - Transaction Completed" confirming the purchase made by the customer.
5. After a short lap from the completion of the transaction, the Customer will receive an e-mail confirming the purchase made, specifying the places assigned, the price paid and the method of withdrawal of the Access Pass selected. Best Union declines all responsibility for the non-delivery of the confirmation e-mail within the above terms, if the relative delivery has not been made possible due to the insertion by the Customer of incorrect or invalid data in the online form of request of the Customer's data.
6. The Customer can always print out the receipt of the purchase made through the **View Receipt** page using the transaction code assigned.
7. By accepting these General Terms and Conditions and successfully concluding the purchase process and making the relevant payments by the Customer, the Customer expressly acknowledges, agrees and accepts that the Service provided by Best Union is a pre-sale service of Access Passes to published Events. Best Union in the conclusion of the Sales Agreement, as well as in the communication activity related to the Event, operates 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 the pre-sale.
8. The Customer must accept these General Terms and Conditions immediately before payment.
9. The Service Contract as well as the Sales Contract shall be deemed concluded upon receipt of the e-mail communication summarizing the purchase and provided that the payment has been successfully completed.

#### **ART. 6 - SECURITY**

To ensure maximum security, online purchases with the Service are made through secure server, with GoDaddy certification, which adopts the SSL (Secure socket Layer) protection system, according to

which Best Union is never aware of the codes used by the customer to activate their card, but receives exclusively from the third operator of the electronic payment platform a number receipt confirming the successful conclusion of the transaction at the conclusion of the same.

#### **ART. 7 - METHODS OF COLLECTION AND DELIVERY**

1. In case of online purchase the Customer has the possibility to choose between:
  - a. shipment of the Access Pass to his/her home with expenses at his/her own expense that will be disclosed at the time of purchase
  - b. withdrawal of the ticket access pass at the selected Event location starting one hour before the beginning of the same event, presenting the voucher, the confirmation email and/or the transaction code and, where required by law, an identity document;
2. If home delivery is requested, the Access Pass will be delivered by express courier at the expense of the customer. The costs of shipping and its essential characteristics are indicated at the time of the choice of the relevant option by the Customer.
3. If home delivery is requested, Best Union declines all responsibility for the non-delivery of the Access Passes, if the relevant delivery has not been made possible due to the provision by the Customer of incorrect or invalid data in the online form of request of the customer's personal data.
4. For access passes purchased until 6 July 2018, shipments will be made from 7 May 2018.
5. For access passes purchased from July 7 and on site from July 19 to 22, 2018, access passes may be collected exclusively from the Accreditation Centre/Ticket Office in this case the User may collect access passes exclusively on the days of the Event (from about 1 hour before the start of the event) by presenting the documents referred to in Article 1 above.

#### **ART. 8 - RIGHT OF WITHDRAWAL**

1. The Organiser grants the Client the right of free withdrawal provided that it is exercised within 14 days from the date of conclusion of the contract for the purchase of the Service and the simultaneous reception of the request for withdrawal, in accordance with the procedures for exercising the right of withdrawal, as indicated below and provided that the Organiser has expressly authorised and has sent the relevant funds.
2. HOW TO EXERCISE THE RIGHT OF WITHDRAWAL: withdrawal is exercised by filling out the **Reimbursement Form ([wdw.vivaticket.it/eng/rimborso](http://wdw.vivaticket.it/eng/rimborso))** In case of withdrawal, if the User already has access passes, the User must promptly return them to Best Union Company S.p.A. - WDW 2018 Ticket Office via A. Canova no. 16/20 40138 Bologna, Italy - so that they arrive at the above-mentioned Bologna office, within and no later than 10 days from the date of the start of the event; otherwise (delay in return or failure to return) Best Union Company S.p.A. shall not provide for any refund.
3. The Customer shall therefore have the right to reimbursement of the sums paid for the purchase, with the sole exception of direct costs for the return of the relevant access pass to Best Union Company S.p.A., provided that he/she has exercised his/her withdrawal within the terms and in the forms mentioned above and, in any case, always before the Event in which he/she was interested in participating, any withdrawal and/or request for reimbursement exercised in a manner different from those indicated above or subsequent to the said Event remains irrelevant.

#### **ART. 9 - EVENT POSTPONED OR CANCELLED. EVENT-RELATED INEFFICIENCIES**

1. In the event of a cancelled or postponed event by the Organiser, or in case of an Event and/or Sales Contract related inefficiency, Best Union has been appointed by Organiser to manage the refunding

activities. The Customer must therefore contact Best Union, which operates exclusively on behalf of the Organiser, to request reimbursement of the Access Pass Price, provided that such Passes have been purchased through the Service provided by Best Union. Customer acknowledges that the refund does not include any shipping costs for the Access Pass, if already incurred by Best Union.

2. Best Union, as neither organizer nor supplier of the Event, cannot be held in any way responsible for any changes in the **World Ducati Week 2018** program and, for this purpose, it is recommended to always verify, in any case, the characteristics of the Events scheduled directly on the official website and / or communication channels of the Organizer and Best Union.
3. Best Union cannot, moreover, be held responsible for any inconvenience or inefficiency suffered by the Customer due to events imputable to the Organisers and in case of cancellation or postponement by the Event Organisers, for which through the Service, the service of purchasing the relevant Access Pass has been provided, without prejudice to any liability of the Supplier for fault or wilful misconduct with reference to what is part of the Service (for example the dissemination of misleading information for reasons attributable to the Service).

#### **ART. 10 - ACCESS TO THE SERVICE**

1. In order to access and use the Service, the Customer is obliged to: (a) accept these General Terms and Conditions in their entirety and (b) complete the data request form, authorising its processing in accordance with the Privacy Policy published on the website [www.ducati.com](http://www.ducati.com). By accepting these General Terms and Conditions of Business, the Customer guarantees that they are valid, true, accurate and correct and do not violate the rights of third parties.
2. Best Union reserves the right to allow access to the Service at any time only to Customers who have successfully completed a registration procedure for the site through the Access Code. In this case, upon completion of the registration process, the Customer will receive an identification ("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 transferred to third parties. The Customer will be fully responsible for all operations performed using his/her Logins and Passwords and it will therefore be the Customer's obligation to keep these data strictly confidential and secret by immediately notifying Best Union if they are used without the Customer's authorisation.
3. Best Union cannot be held in any way responsible for any incorrect or illegitimate use of the Login and Password made by the Customer or any third party where this is not due to its fault.
4. Best Union also reserves the right to deny a customer access to the Service and to interrupt the operation of its Logins and Passwords immediately and without notice if it believes that there is a material breach of the provisions of these Terms of Contract, especially if it finds that: (a) the Customer's data is not correct also due to a failure by the Customer to update the data; (b) there are responsibilities related to the illicit use of the Ducati Code and the Login and Password; or (c) in case of improper use or for illicit purposes of the Service by the Customer.

#### **ART. 11 - COMPLAINTS**

1. For any comments or complaints regarding the Service, see the information page on the website [www.vivaticket.it/eng/assistance](http://www.vivaticket.it/eng/assistance). All requests will receive a reply within 24 hours of receipt, the service is active from Monday to Friday from 9.00 a.m. to 6.00 p.m.
2. Users' comments are always very useful, as they are an important moment of comparison that allows us to offer a service that is increasingly suited to users' needs.

## **ART. 12 - LINK TO OTHER SITES**

In relation to any links other than [wdw.vivaticket.it](http://wdw.vivaticket.it) and [wdwdealer.vivaticket.it](http://wdwdealer.vivaticket.it) present on their Web pages please note that:

- Best Union cannot be held in any way responsible for the opinions and content expressed on such sites.
- These sites can be modified, moved or deleted by their legitimate owners without any notice to Best Union.

## **ART. 13 - RESPONSIBILITY OF BEST UNION COMPANY SPA**

Best Union is solely and exclusively liable for expenses and damages suffered as a result of its own negligence or wilful misconduct in connection with the Services provided by you, as well as for any incorrect information provided negligently in connection with the Event.

Furthermore, it is not responsible for the failure to collect the envelope from the ticket office or the failure to use the access passes by the User (even if delivered and/or collected); in such evidence, any right to reimbursement of access passes by Best Union Company S.p.A. or the Organiser is excluded.

## **ART. 14 - JURISDICTION**

1. Any disputes on the interpretation and execution of the agreement may be referred to a conciliator, appointed by the Bologna Chamber of Commerce, who will decide electronically with the techniques of online conciliation, as permitted by the Legislative Decree. 70/2003. However, any mandatory powers provided by law in favour of Consumer Users are not affected.
2. In all other cases in which and therefore where the online purchase is not made by a non-consumer customer, any dispute relating to the validity, interpretation, execution and/or resolution of legally relevant acts related to the contract of the Service will be devolved to the exclusive jurisdiction of the Court of Bologna.

I declare that I have read the general conditions of sale and expressly approve the following clauses, pursuant to and for the purposes of Articles. 1341 and 1342 of the Civil Code: 1.12 (non-issue of replacement access cards in case of loss, loss, deterioration, damage, destruction or theft); 3.1-3.2 (Duration of Booking Time); 5.7 (not responsible for Best Union Company S.p.A. in case of non-delivery of the confirmation e-mail due to incorrect communication of the user's data); 7.2 (not responsible for Best Union Company S.p.A. in case of non-delivery of the Access passes by express courier for incorrect communication of user data); 9.2 (Best Union Company S.p.A. not responsible for changes in events); 9.2 (Exclusion from the reimbursement of shipping costs, if already incurred by Best Union, of the Access pass to cancelled or postponed events); 9.3 (Best Union Company S.p.A. not responsible for damages to the user due to cancellation of events); 10.3 (obligations of the user with respect to Login and Password); 10.4 (right of Best Union Company S.p.A. to block access to the Service in relation to unlawful use of Login and Password); 14.2 (Exclusive jurisdiction for non-consumer users).

## **DATE OF LAST UPDATE**

This Regulation has been last amended on 22/03/2018.