DRE REGULATION

DEFINITIONS

"Clothing" is the motorcycle protective clothing consisting of: helmet, leather suit with padding and protective shell on the forearms, shoulders and shins, back protector, knee pads, gloves and boots, either new or used, that the Participant owns and / or leases from Ducati to take the course.

"Guest" is the person or persons accompanying the participant to the course without participating in the course.

"Circuit" is the track, the paddock of the racetrack and any other place where the course will be held.

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

"Course" is the theoretical and practical riding course called the Ducati Riding Experience, organized by the Organizers at the circuit and is divided into 6 categories: Basic Course, Intermediate Course, Racing Course 1st level, Racing Course 2nd level, Master Racing Course and Academy.

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

- ☐ Ferrari SpA company with reference to the Mugello International Circuit located in Scarperia (FI - ITALY)
- ☐ The company F & M SpA, with reference to Autodromo Adria International Raceway located in Adria (RO - ITALY)
- ☐ Formula Imola SpA, with reference to Imola Circuit located in Imola (BO - Italy)
- ☐ Santa Monica Spa company with the reference to Misano World Circuit located in Misano Adriatico (Rn)

"Ducati" is Ducati Motor Holding SpA, a company having its registered office at via Cavalieri Ducati n. 3, 40132 - Bologna, Italy.
"Instructors" are the instructors of the course.
"Motorcycles" are motor vehicles, new or used, brand Ducati, used in the course.
"Participant" is an individual who has registered for the course.
"Parties" are the Participant and Ducati jointly designed.
"Price" is the price for participation in the course and rental of clothing.
"Organizers" are Ducati and other parties, companies or individuals, involved in the organization and delivery of the course.
"Regulations" are the present regulations governing the Course.
"Site" is the website www.ducati.com

ART. 1. FEATURES OF THE COURSE

1.1. The course has a total duration of one day opening at 8:00 a.m. and closing at

6:00 p.m., lunch break included. Only for the Racing Course 1st level and the Master Course an introductive part will be held in the afternoon the day before track sessions.
1.2. The course consists of lectures and practice on driving techniques of the motorcycles provided by Ducati with the models suitable for each type of course as listed in the pages of the Site. The course takes place exclusively within the Circuit and does not include the circulation of Motorcycles on the public roads or elsewhere.
1.3. The content and methods of the course are only those covered by these Regulations. The course is held in Italian and in English for foreigners.

ART. 2. REGISTRATION AND REQUIREMENTS TO PARTICIPATE
2.1. Participants can buy the course only through the Site up to 11 (eleven) days before its start date, unless earlier unavailability of seats. At the time of purchase, the participant must pay the full price by credit card or other means as provided on the Site.
2.2 . Participants must be 18 years of age or older at the time of the course and, with the exception of the participants enrolled in the Basic Course, must be in possession of a valid driving permit which allows them to drive Motorcycles. Participants must carry their license on the day of the course and present it at the request of the Organizers and the Manager.
2.3. Participants must be in optimal physical and mental condition at the time of the course. In the event that these conditions were to be lost, the Organizers may suspend and, if necessary, exclude the participant from the course. It must be understood that in this case, the Participant shall not be entitled to a refund of the price or receive any other compensation or damages from the Organizers and / or by the Manager.
2.4. It is understood that, to the extent permitted by law, neither the Organizers nor Ducati is obligated to take out any insurance coverage for the benefit of the Participant which, therefore, assumes exclusive responsibility for any use and care of the Motorcycle, including any liability in person or for damage caused to third parties. It remains, therefore, the burden borne by the Participant to provide for all necessary insurance coverage which, for example but not limited to, any insurance coverage required by the Manager.

ART. 3. RULES OF CONDUCT & CLOTHING
3.1. Participants must adhere strictly to the rules in force for the use of the Circuit as well as those contained in these Regulations and the recommendations and directions given by instructors, the Organizers and / or by the Manager. In case of serious and / or repeated violations of these provisions, the Organizers may suspend, and if necessary exclude the Participant from the Course. It is understood that, in this case, the Participant shall not be entitled to a refund of the price or receive any other compensation or damages by the Organizers and / or Managers.
3.2. During the use of the vehicle and the practical tests on the track, the course participants must wear suitable protective clothing for a motorcycle in the appropriate size which consists of: helmet, leather suit with padding and a protective shell on the forearms, shoulders and shins, back protector, knee pads, gloves and boots. Ducati offers participants the opportunity to rent these items for the duration of the course upon payment of a fee. The participant must specifically request the clothing when registering for the Course. In this case, the clothing will be provided to participants at the beginning of the course at the Circuit location of the Course and must be returned to the Organizers at the end of the Course. The clothing should be used only by the Participant or his substitute and not by third parties, and only to attend the course and not on other occasions. The Participant can rent the clothing,

upon receipt, the Participant will consider and accept the clothing, its quality and intended for agreed use. The Participant, as of now, agrees to indemnify and hold harmless Ducati from any direct or indirect damage that may result to persons or property, including the Participant, his substitute or Guest, caused by the use of clothing, and refrain, for if himself, his heirs and assigns, all claims and / or claim in connection with the use of clothing. As is not mentioned here, hired Clothing apply the art. 1571 et seq. Italian Law (Codice Civile). It is recommended that participants do not wear necklaces, bracelets, neck scarves and not to keep items in their pocket.
3.3. Participants shall diligently keep the Motorcycle, Clothing and any other material assigned to them by the Organizers and must not allow its use by other people including other participants, unless they have been expressly authorized by the Organizers.
3.4. Participants should check the motor vehicle assigned to them and inform the instructor immediately in case of any abnormalities found on it.
3.5. Participants will use - during the course - careful and prudent behavior.
3.6. In case the Motorcycle provided to the Participant will suffer serious damages due to a fall, accident or other event caused by the behavior of the Participants, even by its negligence, carelessness, or inattention, the Participant will not be entitled to receive a substitute Motorcycle by the Organizer. Serious damage to the vehicle means damage which can not be repaired on site by the technical staff present. If, however, the damage to the vehicle can be repaired on site by the technical staff, the motorcycle will be delivered to the Participant as soon as possible, taking into account the time and method of repair.

ART. 4. APPOINTMENT OF A SUBSTIUTE
4.1 The Participants may not change the date and / or category of the course originally chosen at the time of purchase to another date or another Course. Participants, however, may transfer to a third party the Participation Agreement. In this case, that party must present himself to the Course with a delegation - referred to in Annex A of these Regulations - duly signed by the Participant replaced and a copy of identity documents of the Participant replaced. The third party may attend the course in place of the Participant if all the requirements are met and accept in full and in writing all the conditions imposed by these Regulations to be borne by the Participant. It will be the responsibility of the Participant to inform the substitute of the contents of there Regulations.

ART. 5. GUESTS
5.1. Each participant may be accompanied to the Course by a maximum of four persons as Guests. To this end and at the time of the purchase, Participants will have to choose the simple purchase of the Course (1 member) or a Course with Guests (1 member + 1 to a maximum of 4 persons as Guests). For each Guest, the Price of the Course will be increased by Euro 35.00 (thirty-five-euros) including VAT per person (up to a maximum of 4).
5.2. The Guest may participate in the buffet and open bar access available in the paddock area of the Circuit non reserved for the Course practice. Guests may not enter the track during the lessons of the Course, nor they will be able to pass on the pit-lane and or access the locker room.
5.3. It is the responsibility of the Participant to inform the Guest of the contents of these Regulations.

ART. 6. RESPONSIBILITY
6.1. The Organizers and the Manager, if to any eventuality, will not be liable for any

kind of damages - direct or indirect - to persons or property suffered from the participants, Substitutes for Participants, accompanying persons and Guests or other third parties during the Course or their stay at the facilities of the Circuit. The Organizers and the Manager assume no responsibility for the custody of property brought into the circuit by the Participant or his Guests. In the parking lot inside the Circuit there is no security guard on duty so the Participant and/or Guest will park at their own risk.

6.2. The Participant agrees for himself, his Substitute and the Guests to indemnify and hold harmless the Organizers and the Manager, as well as to reimburse the latters of what they may have paid on behalf of the formers, for any damage, direct or indirect, caused by the Participant, his Substitute or his Guests to persons or property during the Course or their stay at the facilities of the Circuit. The Participant will be responsible for damage caused to the Motorcycle for fraud or gross negligence and should therefore be made to compensate such damage. Instead, any minor damage caused to the motorcycle by the Participant will be paid for by Ducati.

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

6.4 Ducati will ask for a deposit of Euro 500.00 (five hundred euros) for any damage that may be caused by the Participant to the vehicle for fraud or gross negligence, as required by clause 6.2.

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

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

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

7.2. The Organizers will inform the participants of the possible cancellation or change of date of the course by sending a notice via e-mail to the address given by the Participants at the time of course. In case of a change of date of the Course, participants will have the right to terminate the Participation Agreement by sending a fax on the day following the date of receipt of such notice to the telephone number 0039 039 305726. In case of cancellation of the course, Ducati will be required to reimburse the Participant only the price; the Participant shall not be entitled to receive from the Organizers and/or Managers any additional reimbursement, compensation or indemnity for any damage suffered due to the cancellation of Course.

7.3. The practice lessons of the Course will be held even in case of rain, unless it would lead to a loss of necessary security conditions.
7.4. In the event of total non-deliverability of the course and un-accessibility of the the track due to adverse weather conditions that Ducati, at its sole discretion, will consider a risk to the safety of the participants, Ducati will refund to each Participant, within 60 days from the date on which the course was to take place, the sum of: Euro 180,00 (one-hundred-eighty) including VAT for the students enrolled in the Basic Course; Euro 250,00 (two-hundreds-fifty) including VAT for the students enrolled in the Intermediate Course; Euro 550,00 (five-hundreds-fifty) including VAT for the students enrolled in the Racing Course 1st level; Euro 600,00 (six-hundreds) including VAT for the students enrolled in the Racing Course 2nd level; Euro 800,00 (eight-hundreds) including VAT for the students enrolled in the Master Course; Euro 1.100,00 (a thousand and one hundred) for the students enrolled in the Academy Course; The Participant accepts these amounts waiving any further request for further reimbursement and or refund.
7.5. In the event of total non-deliverability of the course and un-availability of the track due to adverse weather conditions, standing the refunds listed in clause 7.4., The Participant will not be entitled to recoup the course on another date or another circuit.

ART. 8. TRANSFER OF RIGHTS OF PRIVACY AND IMAGE

8.1. The Participant agrees to transfer to Ducati every and any broader rights to the use of their image during the Course alone and/or in combination with other images or with his personal information, without limitation of place, use, time and means for promotion of Motorcycles, Course, and generally Ducati, including the diffusion of the Participant image on the Internet Site www.ducati.com on newspapers and magazines in general and on any other form or communication media. The Participant agrees that he will not claim request, whether economic or not, against Ducati for the transfer of such rights or the use of this image.
8.2. The personal information provided to Ducati by the Participant will be treated in accordance with Italian Law on Privacy, Legislative Decree 196/2003.

ART. 9. INFORMATIONS

9.1. For any communication or information regarding the Course, participants may contact Ducati via email at dre@ducati.com or# telephone +39/039 250315 operating from Monday to Friday from 09.00 to 01.00 am and from 02.00 to 06.00 pm or send a fax to +39.039 305726

ART. 10. RIGHT OF WITHDRAWAL

10.1. The Participant can terminate the contract for participation within ten days of purchase of the Course through registered mail sent to: DUCATI MOTOR HOLDING SPA Via Cavalieri Ducati DRE CUSTOMER SERVICE No. 3, 40132 - BOLOGNA, ITALY. Where, in the meantime, the Participant has received material of any kind on the Course, the Participant will return that documentation to Ducati at the above address by registered letter at his own expense and risk.
10.2. The Participant will send the notice of withdrawal by the deadline (the postmark will attest) and in the manner indicated above will be entitled to a refund of the price actually paid.

ART. 11. ENTIRE AGREEMENT

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

11.2. The Participant expressly authorizes Ducati to use his/her e-mail in connection with activities related to the Participation Agreement. In particular, the Participant agrees that the written confirmation of the terms and conditions contained in the Participation Agreement is carried out via e-mail and will download and store the Participation Agreement (through printing on paper and / or long-term storage).
11.3 . Any change or modification of the Participation Agreement must be accepted in writing by both parties.

ART. 12. CONSUMERS
12.1 . THE TERMS OF THIS AGREEMENT WILL NOT AFFECT IN ANY WAY THE RIGHTS GUARANTEED BY THE ITALIAN LAW TO PARTICIPANTS WHICH ARE ACTING AS "CONSUMERS" AS PER THE LAW DECREE September 6, 2005 n.206 - CONSUMER CODE IN ACCORDANCE WITH ARTICLE 7 OF July 29, 2003 LAW N.299.

ART. 13. TRANSFER OF RIGHTS
13.1. Ducati may transfer to a third party, in whole or in part, the rights and obligations under the Participation Agreement. On the contrary, and except as provided in Article 4 of these Regulations, the Participant shall not transfer to a third party, in whole or in part, the rights and obligations under the Participation Agreement, without the prior written consent of Ducati.

ART. 14. NOTICES
14.1. All notices between the Parties relating to the Participation Agreement must be made in writing and sent to the other party specified in the Participation Agreement or purchase order for the Course.
14.2. Communications affecting the validity or existence of this Participation Agreement shall be delivered by hand or sent by registered letter with acknowledgment of receipt.

ART. 15. LANGUAGE
15.1. The regulation is written in Italian and English. In the case of any discrepancy between the two texts, the Italian text shall prevail.

ART. 16. APPLICABLE LAW AND JURISDICTION
16.1. This agreement will be governed by Italian law in every particular including formation and interpretation and will be deemed to have been made in Italy.
16.2 . Any proceedings arising out of or in connection with this agreement may be brought in any court of competent jurisdiction in: a) the court of the place of residence or domicile of the Participant if the Participant is a consumer according to Italian law and is established or resident in Italy B) the Court of Bologna, Italy, in all other cases.
16.3. All matters not expressly provided herein, of Italian law are in force.