



DRE Enduro Regulation

DEFINITIONS

"Apparel" means protective motorcycling gear including: full-face or modular helmet; leather or cordura jacket and trousers with protections at the shoulders, elbows and knees; back protector; gloves and boots, either new or used, which the Participant must own to attend to the Course.

"Guest" is the person or persons accompanying the Participant to the course without taking part in it.

"Circuit" is the off-road course within the Frescobaldi Estate, and any other place in the Frescobaldi Estate where the Course will take place.

The "Participation Agreement" is the contract which is entered into by and between the Participant and Ducati at the time the Course is purchased; the Agreement is subject to this Regulation.

"Course" is the theoretical and practical riding course called DRE Enduro, which will take place at the Castle of Nipozzano, Località Nipozzano, 7 – 50060 Pelago (FI), Italy.

"Manager" means the company Società Marchesi de' Frescobaldi of the Frescobaldi Estate, located at Nipozzano - 50060 Pelago (Firenze), Italy.

"Ducati" is Ducati Motor Holding SpA - Sole Shareholder Company, subject to the direction and coordination of Audi AG - a company having its registered office at via Cavaliere Ducati no. 3, 40132 - Bologna, Italy.

"Instructors" are the instructors of the Course.

"Motorcycles" are Ducati motor vehicles, new or second-hand, used in the Course.

"Participant" is an individual who has registered for the Course.

"Parties" are the Participant and Ducati jointly.

"Price" is the price for participation in the Course.

"Organisers" are Ducati and other parties, natural or artificial persons, involved in the organisation and delivery of the Course.

"Regulation" includes the present regulations governing the Course and its delivery.

"Site" is the Website www.ducati.com

"Facilities" are the locations, to be notified by the Organisers to the Participants, where the latter shall meet to attend to theoretical lectures and perform the practical tests.



ART. 1. FEATURES OF THE COURSE.

1.1. The Course has a total duration of one and a half days, which may take place from 9.00 am on Friday until Saturday at 12.30 pm, or from Saturday at 12.30 pm to Sunday at 5.00 pm. Both options include two lunch breaks and a dinner.

1.2. The Course consists of lectures and practice on riding techniques of the Motorcycles provided by Ducati in the Site. The Course includes riding Motorcycles on the public roads or elsewhere.

1.3. The content and methods of the Course are only those covered by this Regulation. The Course is held in Italian and in English for foreigners.

ART. 2. REGISTRATION AND REQUIREMENTS TO PARTICIPATE.

2.1. Participants can purchase the Course only through the dreenduro.ducati.com Site up to 3 (three) working days before its start date, unless all available places are sold out earlier.

At the time of purchase, the Participant must pay the full Price by credit card or other means, if any, as provided on the Site.

2.2. Participants must be 18 years of age or older at the time of purchasing the Course and must hold a valid driving permit which allows them to ride Motorcycles. Participants must carry their license with them on the day of the Course and produce it when the Organisers and the Manager so request.

2.3. Participants must be in optimal physical and mental condition at the time of the Course. In the event that these conditions were not fulfilled, the Organisers 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 to receive any other compensation or damages from the Organisers.

2.4. It is understood that, to the extent permitted by law, neither the Organisers nor Ducati are obligated to take out any insurance coverage for the benefit of the Participant who, therefore, assumes exclusive responsibility for any use and care of the Motorcycle, including any liability for damage suffered by him/herself. Therefore, it is up to the Participant to provide for all necessary insurance coverage against injury.

ART. 3. RULES OF CONDUCT & APPAREL

3.1. Participants must strictly abide by the rules in force for road traffic as well as those contained in this Regulation and the recommendations and directions given by instructors and/or the Organisers. In case of serious and/or repeated violations of said provisions, the Organisers 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 to receive any other compensation or damages from the Organisers.

3.2. During the use of the Motorcycle and the practical tests on the road, the Course Participants must wear the Apparel. It is recommended that Participants do not wear necklaces, bracelets, neck scarves and do not keep personal belongings in their pockets.

3.3. Participants shall carefully keep the Motorcycle and any other material assigned to them by the Organisers and must not allow its use by other people including other Participants, unless they have been expressly authorised by the Organisers.

3.4. Participants should check the Motorcycle assigned to them and immediately inform the Instructors in case of any anomalies or malfunctioning.

3.5. During the Course, the Participants must keep a careful and prudent behaviour.

3.6. In case the Motorcycle provided to the Participant suffered serious damage due to a fall, accident or any other event caused by the behaviour of the Participant, even by his/her slight or gross negligence, carelessness, or inattention, the Participant will not be entitled to receive a substitute Motorcycle by the Organiser. Serious damage to the Motorcycle means damage



which can not be repaired by the technical staff present on site.

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, depending on the time and method of repair.

ART. 4. APPOINTMENT OF A SUBSTITUTE.

4.1 The Participants may not change the date and/or category of the Course chosen at the time of purchase to another date or Course. Participants, however, may transfer the Participation Agreement to a third party. In this case, that third party must submit a letter of proxy (as the one provided in Annex A to this Regulation) duly signed by the replaced Participant and a copy of the identity documents of the replaced Participant. The third party may attend the Course in place of the Participant if all the requirements are met, upon accepting in full and in writing all the conditions lying within the Participant's responsibility under this Regulation. It will be the responsibility of the Participant to inform the substitute of the contents of this Regulation.

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 purchasing the Course, the Participant will have to choose the simple purchase of the Course (1 person) or a Course with Guests (1 person + 1 up to a maximum of 4 people as Guests). For each Guest, the Price of the Course will be increased by Euro 140.00 (one hundred and forty/00) plus VAT over the simple Course fee for each person (up to a maximum of 4) accompanying a Participant.

5.2. The Guest may participate in the lunches and dinner arranged by the Organisers. Guests may not take part in nor attend the practical and theoretical lessons of the Course.

5.3. It will be the responsibility of the Participant to inform the Guest of the contents of this Regulation.

ART. 6. RESPONSIBILITY

6.1. The Organisers, where applicable, will not be liable for any kind of - direct or indirect - loss or damage to property or injury to persons suffered from the Participants, substitutes for Participants, Guests or other third parties during the Course or their stay at the Facilities where the Course takes place. The Organisers shall bear no responsibility for the custody of property brought into the Facilities by the Participants, substitutes for Participants or their Guests. The parking areas in the Facilities shall be unsupervised.

6.2. The Participants agree for themselves, their substitute and Guests to indemnify and hold the Organisers harmless, as well as to reimburse the latter of what they may have paid on behalf of the former, for any direct or indirect loss or damage caused by the Participants, their substitutes or Guests to people or property during the Course or their stay at the Facilities. The Participant will be responsible for loss or damage caused to the Motorcycle for deliberate misconduct or gross negligence and should therefore be liable for such damages. Instead, any minor damage caused to the Motorcycle by the Participant will be paid for by Ducati.

6.3. Before the start of the Course, each Participant must sign the disclaimer and waiver statement prepared by the Organisers, in order to regularly attend the course.

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

6.5 It is understood that if the Instructors were to deem a Participant unfit to the Course or dangerous for the other Participants during the practical test, at their sole discretion, they may force him/her to suspend the Course. In such an instance, the Participant shall not be entitled to receive any reimbursement.



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

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

7.2. The Organisers will immediately 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 purchasing the Course. In case of a change of date of the Course, the Participant will have the right to terminate the Participation Agreement by sending a written communication to the address dreenduro@ducati.com within the day following the date of receipt of such notice. In case of cancellation of the Course, Ducati will be required to reimburse only the Price to the Participant; the Participant shall not be entitled to receive from the Organisers any additional reimbursement, compensation or indemnity for any loss or damage suffered because of the cancellation of the Course.

7.3. The practice lessons of the Course will be held even in case of rain, unless this would lead to a loss of the necessary safety conditions.

7.4. In case of total impossibility to deliver the Course because of adverse weather conditions that, to the sole discretion of Ducati, may pose threats to the safety of the Participants, Ducati shall reimburse each Participant, within 60 days from the date in which the Course was supposed to take place, the amount of € 150.00 (one hundred and fifty) plus VAT for the persons registered to take the Course. The Participant shall accept such amounts, and immediately waives any further amount and/or refund whatsoever to any effect.

7.5. In case of total impossibility to deliver the Course because of adverse weather conditions, save for the measures set out under clause 7.4, the Participant shall not be entitled to attend the Course on another date.

ART. 8. INFORMATION

8.1. For any communication or information regarding the Course, Participants may contact Ducati by e-mail at dreenduro@ducati.com or call the phone number indicated in the Site Monday to Friday from 9.00 am to 1.00 pm and from 2.00 pm to 6.00 pm.

ART. 9. RIGHT OF TERMINATION

9.1. THE PARTICIPANT CAN TERMINATE THE PARTICIPATION AGREEMENT WITHIN TWELVE WORKING DAYS OF SENDING THE PURCHASE ORDER THROUGH REGISTERED MAIL WITH ACKNOWLEDGEMENT OF RECEIPT SENT TO: **2FAST4YOU S.R.L.**, VIA CAPPUCCIO, 7, MILAN – 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.

9.2. All Participants that will send the notice of termination by the deadline (as attested by the postmark) and in the manner indicated above will be entitled to a refund of the Price actually paid.

ART. 10. ENTIRE AGREEMENT

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

10.2. The Participant expressly authorises Ducati to use his/her e-mail in connection with the 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 performed by e-mail and will download and store the Participation Agreement (through printing



on paper and/or long-term storage).

10.3. Any change or amendment of the Participation Agreement must be accepted in writing by both Parties.

ART. 11. CONSUMERS

11.1. THE TERMS AND CONDITIONS OF THIS PARTICIPATION AGREEMENT WILL NOT AFFECT IN ANY WAY THE RIGHTS GUARANTEED BY THE ITALIAN LAW TO PARTICIPANTS WHICH ARE ACTING AS "CONSUMERS" AS PER THE LEGISLATIVE DECREE NO. 206 OF 6 SEPTEMBER 2005 - CONSUMER CODE PURSUANT TO ARTICLE 7 - LAW NO. 299 OF 29 JULY 2003.

ART. 12. TRANSFER OF RIGHTS

12.1. Ducati may transfer to a third party the rights and obligations under the Participation Agreement, in whole or in part. Conversely, and except as provided in Article 4 of this Regulation, 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. 13. NOTICES

13.1. All notices between the Parties relating to the Participation Agreement must be made in writing and sent to the other Party at the address specified in the Participation Agreement or purchase order for the Course.

13.2. Communications affecting the validity or existence of this Participation Agreement shall be delivered by hand or sent by registered letter with acknowledgement of receipt.

ART. 14. LANGUAGE

14.1. The Regulation is written in Italian and English. In the case of any discrepancy between the two texts, the Italian text shall prevail.

ART. 15. GOVERNING LAW AND JURISDICTION

15.1. This Participation Agreement will be governed by the Italian law.

15.2. Any dispute arising out of or in connection with this Participation Agreement must be exclusively brought before: a) the Court of the place of residence or domicile of the Participant, if the Participant is a consumer according to prevailing Italian law and Italy is his/her place of residence or domicile; B) the Court of Bologna, Italy, in all other cases.

15.3. For all matters not expressly provided herein, the Italian law provisions shall apply.