

## General Provisions governing the participation in WDW2022 22 - 24 July 2022

PLEASE CAREFULLY READ THE FOLLOWING GENERAL PROVISIONS ("GP") THAT GOVERN THE TERMS AND CONDITIONS OF YOUR PARTICIPATION IN THE WORLD DUCATI WEEK 2022 THAT WILL BE HELD AT THE MISANO WORLD CIRCUIT MARCO SIMONCELLI ("CIRCUIT") FROM 22 TO 24 July 2022 ("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.

PARTICIPATION IN THE EVENT IS SUBJECT TO THE COMPLIANCE WITH REGULATIONS TO COUNTER THE SPREAD OF THE COVID-19 OUTBREAK THAT WILL BE IN PLACE DURING THE EVENT PERIOD. WE RECOMMEND THAT YOU CHECK WHAT THE REQUIREMENTS ARE AT [WWW.DUCATI.IT/COM](http://WWW.DUCATI.IT/COM) OR THE MINISTRY OF HEALTH WEBSITE [WWW.DGC.GOV.IT](http://WWW.DGC.GOV.IT) PRIOR TO DEPARTURE. ACCESS TO THE EVENT WILL NOT BE ALLOWED TO THOSE WHO, DESPITE POSSESSING A REGULAR TICKET, WILL NOT BE ABLE TO COMPLY WITH SUCH REGULATIONS.

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 and compliance with the anti-Covid-19 regulations that will be in force during the period 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:

	3 DAYS	1 DAY
Pass Biker	€ 100	€ 55
Pass Visitor	€ 70	€ 45
Reduced rate Biker	€ 80	€ 50
Reduced rate Pass Visitor	€ 65	€ 40
Reduced rate DOC Biker	€ 60	€ 30
Reduced rate DOC Visitor	€ 55	€ 35
Pass Rookie 18/25 biker	€ 60	€ 30
Pass Rookie 18/25 Visitor	€ 55	€ 35

All prices are VAT Included.

Access passes of any type and price can be purchased only online on the website [ticket.ducati.com](https://ticket.ducati.com) from **15 April 2022 until 24 July at 2 p.m.**

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) or collected at the Accreditation Centre/Ticket Office near the Circuit;
- disabled people with 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 countries outside Europe ([see list](#))

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 (subject to availability);
  - On track shifts (subject to availability) exclusively for **Ducati motorcycle owners**;
  - Various contests organised as per the Event programme;
  - 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 - Access pass

Together with the access pass (e-ticket), each participant in the Event will receive a bracelet for himself/herself and, in case of a 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 3-day or daily Visitor Pass will receive only one bracelet with "human" shape and this bracelet must be worn for the duration of the Event

### Art. 4 - Delivery method

The entry ticket (e-ticket) will be issued in digital format only and can be printed or viewed on your smartphone.

The bracelet (single or double) will be delivered directly on the spot at one of the selected check-in points and must be collected before reaching the gates of the Circuit.

### CHECK-IN POINTS

1	<b>Parking lot between Via del Mare and Via Don Lorenzo Milani, Misano Adriatico (RN)</b>	for Bikers and Visitors with access by motorcycle
	Entrance from Via del Mare and exit from Via Don Lorenzo Milani, then Via Salvo d'Acquisto	
2	<b>Ducati Rimini, Misano Adriatico (RN)</b>	for Bikers and Visitors with access by motorcycle
	Strada Statale 16 Adriatica, 169	
3	<b>Via G. del Bianco, Misano Adriatico (RN)</b>	for Bikers and Visitors with access by motorcycle
	Near Milonga Verdemar, at the roundabout with Via del Carro	
4	<b>Parking lot of Piazza dello Stadio Santamonica, Misano Adriatico (RN)</b>	only for Visitors and participants by car
	Between Via del Carro, 63 and Piazzetta dello Stadio	

The access to the Circuit will be allowed only to those who will be regularly provided with an entry ticket and bracelet and will respect the regulations in force at that time for the containment of the spread of Covid-19.

## **Art. 5 - Ducati Museum and Factory Visits**

From Wednesday 20 July 2022 to Tuesday 26 July 2022, both the Ducati Museum and the Ducati Factory will be open for tours at a special rate reserved for those who have purchased their ticket for WDW2022.

Visits to the Museum and the Factory must be booked and are only allowed at the times indicated on the Museum's booking/ticket sales platform ([www.tickets.ducati.com](http://www.tickets.ducati.com)).

### **Instructions for online purchase**

All holders of a regular ticket to WDW2022 will receive a discount code that can be used later to book and purchase the visit to the Museum and the Factory tour.

For shifts and opening/closing times, please visit [www.ducati.com](http://www.ducati.com) / [www.ducati.it](http://www.ducati.it)

### **Museum Entrance and Factory Tour Fees**

There are 2 types of tickets available:

- 1) Guided tour of the Factory and entrance to the Museum; cost 22.00 (twenty/00) Euro (instead of € 34.00 (thirty-four/00))
- 2) Entrance to the Museum; cost 12,00 (twelve/00) Euro (instead of € 17.00 (seventeen/00))

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

## **Art. 6 – Transfer of the ticket to a person other than the one indicated on the ticket**

The WDW 2022 Event requires you to have nominal tickets. This means that the ticket will bear the name and surname of the purchaser, who must show proof of identity at the entrance to the Event.

From this link <https://shop.vivaticket.com/it/changeuser> it is possible to change the name entered at the time of purchase and the operation will take effect immediately if successfully completed. Please note that in order to change the name, it is necessary to be in possession of the ticket and provide the "Name" and "Surname" originally indicated together with the Fiscal Seal shown on the ticket.

Both the purchaser and the holder of the individual ticket are allowed to change the name on the ticket. In the second case, the name on the ticket must EXACTLY coincide with the one of the holder of the account used to access the above-mentioned link <https://shop.vivaticket.com/it/changeuser>

On the day of the Event, at the Check-In Points, in addition to the ticket, you will also be asked for a valid ID to verify your authorisation to access and in case of mismatch you will not be allowed to access the Event nor will you be entitled to any refund.

### **Art. 7 – Loss of access pass**

In case of loss of the access ticket (e-ticket) printed in paper format, having received it in digital format, it can be reprinted or viewed on your smartphone.

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, the access pass and an identity document.

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

### **Art. 8 – Welcome Kit**

All participants in the Event with a 3-day or daily pass are entitled to the Welcome-Kit, which can be collected during the days and opening hours of the Event at the dedicated point within the Circuit Welcome Kit Distribution.

### **Art. 9 – General rules for booking turns on the track and Riding Experiences**

All holders of the 3-day Biker Pass 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. A turn at the DRE Riding Academy - with bikes made available by Ducati;
3. A turn at the DRE Adventure Academy - with bikes made available by Ducati;

Upon 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 entitling him/her to ride the motorbikes with which he/she has requested to take part in the activity, 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, with padding and shell protections on forearms, shoulders and shins, gloves, boots, back protector for track sports use.
- For all other courses the protective clothing must consist of: full face helmet, leather or Cordura jacket and trousers with shoulder, elbow and knee protectors; back protector; gloves and boots.
- For the DRE Adventure Academy 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 activity.

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. 10 – Indemnity**

For the purposes of participating in WDW2022, 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 Organiser;
- 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. 11 – Use of the image**

The WDW2022 Event, for its entire duration, will be documented through photographs, video footage and audio recordings (collectively referred to as "Images") which can be subsequently freely used by the Organiser and the companies contractually linked to it. The Images, alone and/or in combination with other images, are used by Ducati for commercial purposes and to promote its corporate image by means of dissemination, during and after the event, through such means as Ducati may deem suitable, such as conventional press media and also through digital means such as Internet sites, apps, Ducati blogs or Ducati social media accounts. The participant expressly waives any claim, including economic claims, against the Organiser and its associated companies and their employees, agents and representatives.

#### **Art. 12 – Cancellation of the Event due to strikes - natural disasters - adverse weather conditions - civil and military unrest - riots - acts of terrorism – restrictions for containment of Covid-19**

The cancellation of the Event due to strikes, natural disasters, adverse weather conditions, civil and military unrest, riots, acts of terrorism, Covid 19 containment restrictions 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 13 - 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. 14 - WDW 2022, 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 2022", "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 2022", "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.it](http://wdw.ducati.it) (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. 15 - 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. 16 - APPLICABLE LEGISLATION**

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

### **Part 2: PERSONAL DATA PROCESSING**

The personal data provided by the User for registration at World Ducati Week 2022 (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 no. 3, Bologna, Italy (hereinafter "Ducati"), and by VIVATICKET with registered office in Via Antonio Canova 16/20, 40138 Bologna (hereinafter "VIVATICKET") as Data Processor appointed by Ducati for the on-line sale of access passes to events organised by Ducati.

Ducati therefore avails itself of the collaboration of VIVATICKET 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 website [www.vivaticket.com](http://www.vivaticket.com).

VIVATICKET 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.

Ducati and VIVATICKET 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.

The privacy policy, in its full version, is available at the following [link](#):

[https://backendcdn.vivaticket.it/wms\\_images/ducati/Informativa\\_Piattaforma\\_WDW\\_Vivaticket1.0.pdf](https://backendcdn.vivaticket.it/wms_images/ducati/Informativa_Piattaforma_WDW_Vivaticket1.0.pdf)

### **PART 3 - GENERAL CONDITIONS FOR THE USE OF THE VIVATICKET 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 - Security

Art. 7 - Methods of collection and delivery (Not applicable for the 2022 Edition)

Art. 8 - Right of withdrawal

Art. 9 - Event postponed or cancelled

Art. 10 - Access to the Service

Art. 11 - Complaints

Art. 12 - Links to other sites

Art. 13 - Liability of VIVATICKET

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 VIVATICKET 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 VIVATICKET to the Customer.

4. Service Agreement: this is the agreement established between VIVATICKET 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 VIVATICKET, to be understood as governed by these General Conditions of Contract in the parts referring to the use of the World Ducati Week 2022 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. VIVATICKET 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 2020 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 VIVATICKET 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 THE 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 2022 Event organised and managed by the Organiser Ducati Motor Holding S.p.A., Via Cavalieri Ducati 3, Bologna, VAT no. 05113870967.
2. Under the Sales Agreement, VIVATICKET 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 Passes, their promotion and distribution.
3. The Service provided by VIVATICKET is a reservation only service and advance sale of Access Passes to published Events. VIVATICKET 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 Customer, 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 [tickets.ducati.com/ita/assistenza](https://tickets.ducati.com/ita/assistenza) (B2C) and [wdwdealer.vivaticket.it/ita/assistenza](https://wdwdealer.vivaticket.it/ita/assistenza) (Dealer).

#### Art. 5 - PAYMENT ARRANGEMENTS AND CONCLUSION OF THE CONTRACT

1. The method of payment of Access Passes is indicated on the VIVATICKET sales page and is indicated immediately before payment.
2. VIVATICKET 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. VIVATICKET 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 provision by the Customer of incorrect or invalid data in the on-line form of request of the Customer's personal 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, the Customer expressly acknowledges, agrees and accepts that the Service provided by VIVATICKET is a pre-sale service of Access Passes to published Events. VIVATICKET 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 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, on-line purchases with the Service are made through secure server, with GoDaddy certification, which adopts the SSL (Secure socket Layer) protection system, according to which VIVATICKET 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 (NOT APPLICABLE FOT THE 2022 EDITION)

#### 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. Procedures for exercising the right of withdrawal: the withdrawal is exercised by filling in the Refund

Form ([tickets.ducati.com/ita/rimborso](https://tickets.ducati.com/ita/rimborso)). Any access passes already owned by the User when exercising the withdrawal will have to be promptly returned to VIVATICKET S.p.A. - WDW 2022 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) VIVATICKET 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 VIVATICKET 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 case of an event cancelled or postponed by the Organiser, or in the case of inefficiency related to an Event and/or Sales Contract, VIVATICKET has been appointed by the Organiser to manage the refunding activities. The Customer must therefore contact VIVATICKET, 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 VIVATICKET. The Customer acknowledges that the refund

does not include any shipping costs for the Access Pass, if already incurred by VIVATICKET.

2. VIVATICKET, as neither organiser nor supplier of the Event, cannot be held in any way responsible for any changes in the World Ducati Week 2022 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 Organiser and VIVATICKET.

3. VIVATICKET cannot, moreover, be held responsible for any inconvenience or inefficiency suffered by the Customer due to events imputable to the Organiser and in case of cancellation or postponement by the Event Organiser, for which the service of purchasing the relevant Access Pass has been provided, without

prejudice to any liability of VIVATICKET 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 VIVATICKET).

#### 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.it](http://www.ducati.it). 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. VIVATICKET reserves the right to allow access to the Service at any time only to Customers who have successfully completed a registration procedure for the website 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 VIVATICKET if they are used without the Customer's authorisation.

3. VIVATICKET 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. VIVATICKET also reserves the right to deny a customer access to the Service and to interrupt the operation of his/her 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 comment or complaint related to the Service, see the information page on the website [tickets.ducati.com/ita/assistenza](https://tickets.ducati.com/ita/assistenza). All requests will receive a reply within 48 hours of receipt, the service is active from Monday to Friday from 9.00 a.m. to 1.00 p.m. and from 3 p.m. to 6 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 - LINKS TO OTHER SITES

In relation to any links other than [tickets.ducati.com](https://tickets.ducati.com) present on their Web pages please note that:

- VIVATICKET 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 VIVATICKET.

#### Art. 13 - LIABILITY OF VIVATICKET

VIVATICKET 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 it provides, 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 VIVATICKET 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, deterioration, damage, destruction or theft); 3.1-3.2 (Duration of Booking Time);

5.7 (VIVATICKET S.p.A. not responsible in case of non-delivery of the confirmation e-mail due to incorrect communication of the user's data); 7.2 (VIVATICKET S.p.A. not responsible in case of non-delivery of the Access passes by express courier for incorrect communication of user data); 9.2 (VIVATICKET S.p.A. not responsible for changes in events); 9.2 (Exclusion from the reimbursement of shipping costs, if already incurred by VIVATICKET, of the Access pass to cancelled or postponed events); 9.3 (VIVATICKET S.p.A. not responsible for damage to the user due to cancellation of events); 10.3 (obligations of the user with respect

to Login and Password); 10.4 (right of VIVATICKET 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 23/03/2022.