

General Provisions governing the participation in WDW2024 from 26 to 28 July 2024

PLEASE CAREFULLY READ THE FOLLOWING GENERAL PROVISIONS ("GP") THAT GOVERN THE TERMS AND CONDITIONS OF YOUR PARTICIPATION IN THE WORLD DUCATI WEEK 2024 THAT WILL BE HELD AT MISANO WORLD CIRCUIT MARCO SIMONCELLI ("CIRCUIT") FROM 26 TO 28 JULY 2024 ("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 SUCH A 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. Therefore, the Organiser undertakes to maintain the facilities and services indicated in the final programmes. However, in the event of 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:

	3 DAYS	1 DAY
Biker Pass	€ 110	€ 65
Visitor Pass	€ 80	€ 55
Biker Discount Pass	€ 90	€ 55
Visitor Discount Pass	€ 75	€ 45
Biker DOC Discount Pass	€ 70	€ 45
Visitor DOC Discount Pass	€ 65	€ 40
Special Biker Discount Pass	€ 70	€ 45
Special Visitor Discount Pass	€ 65	€ 40

All prices are VAT Included.

The Discount Pass (Biker and Visitor) can be purchased using a discount code that can be collected at any official Ducati dealer.

The DOC Discount Pass (Biker and Visitor) is reserved for members of the Official Ducati Clubs registered for the current year and having the appropriate reduction code provided by the President of the Club to which they belong.

The Special Discount Pass (Biker and Visitor) is reserved for Friends & Family of Ducati Motor Holding employees, in possession of a special discount code handed over by the employee.

Access passes of any type and price can be purchased only online on the website ticket.ducati.com from 11 March 2024 until 28 July 2024 at 2 p.m.

Free access is provided for:

- Children under 18 to be necessarily accompanied by an adult. The free access pass shall 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 accompanying person; the access pass shall be collected at the Accreditation Centre/Ticket Office near the Circuit;
- All participants from countries outside Europe ([see list](#)). The free access pass can be booked online. Their passport will have to be shown at the circuit entrance.
- Presidents of Official Ducati Clubs registered for the current year, having the appropriate free code. The free access pass shall be booked online using the aforementioned code.

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;
- (Except where expressly indicated) the possibility to take part free of charge in all the activities of the Event programme such as for example:
 - Test ride on Ducati models (subject to availability);
 - Riding Experience snippets (subject to availability);
 - Track sessions (subject to availability) exclusively for **Ducati motorcycle owners**;
 - Any 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. 9 of these Regulations.

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

- Test rides on Ducati models;
- Riding Experience snippets;
- Track sessions.

Art. 3 - Access pass

Together with the access pass ("Pass"), 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 Pass 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 in the area and must be collected before reaching the gates of the Circuit.

CHECK-IN POINTS

1	Parking lot between Via del Mare and Via Don Lorenzo Milani, Misano Adriatico (RN)	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	Ducati Rimini, Misano Adriatico (RN)	for Bikers and Visitors with access by motorcycle
	Strada Statale 16 Adriatica, 169	
3	Parking lot of Piazza dello Stadio Santamonica, Misano Adriatico (RN)	only for Visitors and participants by car
	Between Via del Carro, 63 and Piazzetta dello Stadio	

Access to the Circuit will only be allowed to those who are duly provided with access pass and bracelet.

Art. 5 - Ducati Museum and Factory Visits

From Thursday 25 July 2024 to Tuesday 30 July 2024, 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 WDW2024.

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).

Instructions for online purchase

All holders of a regular access pass to WDW2024 shall use the WDW24 ticket code as a discount that can also be exploited later until 23 December 2024 to book and purchase the visit to the Museum and the Factory tour.

For shifts and opening/closing times, please visit www.ducati.com / www.ducati.it

Prices:

- 1) Guided tour of the Factory and entrance to the Museum; cost € 36.00 (instead of € 46.00)
- 2) Entrance to the Museum; cost € 13.00 (instead of € 18.00)

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 2024 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 it is 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 pass ("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 sessions on the track and Riding Experience

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

1. A session on the track with your own bike, if in possession of Ducati bike (and Biker Pass);
2. A session of Riding Experience/Test Ride snippets with bikes made available by Ducati;

Upon purchase of the 3-day Pass (Biker or Visitor), the participant will have a code stamped on the ticket. E-mail and Code are required for booking activities.

Before the start of the Event, the participant will receive an e-mail with the notice of opening of the platform for online booking of dynamic activities. At that point, the participant, by entering his/her own ticket purchase credentials, shall 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 sessions 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 must enter the track wearing a full-face helmet being type-approved, a full leather suit equipped with padding and shell protections on elbows and shoulders, gloves, boots for track sports use, back protectors as provided in the specific regulations that the Participant must sign at the time of booking.
- For all other possible Riding Experiences, the Participant must sign the specific regulations at the time of booking.

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

Participants who purchase a 3-day 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 WDW2024, the participant shall also declare:

- that the motorcycle with which he/she is participating is regularly registered, in perfect maintenance conditions 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 as of now any claim whatsoever against the Organiser, including any damages resulting from theft of or damage to the property at all venues where the event takes place.

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 WDW2024 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, are 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 2024, 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 2024", "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

2024", "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 www.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. 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 2024 (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 Cavaliere 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.

Therefore, Ducati avails itself of the collaboration of VIVATICKET for the process of selling access passes online, through the platform www.vivaticket.com, via the url <https://tickets.ducati.com/>.

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 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.

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

Part 3: CONDITIONS OF SALE

The following indications govern the relations between VIVATICKET S.p.A., sole shareholder company, with registered office at via Antonio Canova, 16/20- 40138 Bologna - Italy, VAT No. 02011381205 – R.E.A. (Economic and Administrative Index) 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. Therefore, these regulations must be carefully read and approved in all their parts by the User before completing the purchase operation.

GENERAL CONDITIONS FOR THE USE OF THE VIVATICKET SERVICE

Art. 1 - Definitions

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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 Terms and Conditions for the ticketing service and in the parts referring to the use of the **World Ducati Week 2024** Event, by the General Provisions governing the participation in WDW2024 from 26 to 28 July 2024 as well as by the applicable provisions on sales pursuant to the 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 fee: 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 2024 event is Ducati Motor Holding S.p.A., Via Cavalieri Ducati 3, Bologna - Italy, VAT No. 05113870967.
10. Price indicated on the Pass: this is the price composed of the Nominal Value plus any advance fee 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 not in digital format 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 fee and the Service fee.

ART. 2 - SCOPE OF SERVICE

1. These General Terms and Conditions 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 2024** Event organised and managed by the Organiser Ducati Motor Holding S.p.A., Via Cavalieri Ducati 3, Bologna, VAT No. 05113870967.

2. The Customer must accept these General Terms and Conditions immediately before payment.
3. Under the Sales Contract, 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.
4. The Service provided by VIVATICKET is a reservation only service and advance sale of Access Passes to published Events. In the conclusion of the Sales Contract, as well as in the communication activity related to the Event, VIVATICKET operates in the name and on behalf of the Organiser and the Service is the only provision it makes.

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 Pass 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.

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 4 attempts available 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. Soon after 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. In the conclusion of the Sales Contract, as well as in the communication activity related to the Event, VIVATICKET 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 Service Agreement as well as the Sales Contract shall be deemed concluded upon receipt of the e-mail communication summarising 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 OF THE ACCESS PASS

The Access Pass (Pass) will be issued in digital format only and can be printed or viewed on your smartphone.

ART.8 - RIGHT OF WITHDRAWAL

1. The Organiser grants the Customer 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. METHODS FOR EXERCISING WITHDRAWAL: withdrawal is exercised by filling in the **Reimbursement Form** (<https://tickets.ducati.com/en/rimborso>). In case of withdrawal, if the User is already in possession of the Access Passes, the User must promptly return them to

VIVATICKET - Ticket Office WDW 2024 via A. Canova n. 16/20 40138 Bologna, Italy - so that they reach the Bologna office indicated above, within and no later than 10 days from the date of the beginning of the event. In case of delayed return or failure to return the tickets, VIVATICKET shall not provide for any reimbursement.

3. Therefore, the Customer shall 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, 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 inefficiencies 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 2024** 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. Furthermore, VIVATICKET cannot 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.it. By accepting these General Terms and Conditions, 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 to 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 given 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 its Logins and Passwords immediately and without notice if it believes that there is a material breach of the provisions of these General Terms and Conditions, 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 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 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 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 cases, any right to reimbursement of access passes by VIVATICKET 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 shall be referred to the exclusive jurisdiction by 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 Italian Civil Code: 1.12 (non-issue of replacement access passes in case of loss, deterioration, damage, destruction or theft); 3.1-3.2 (duration of Booking Time); 5.7 (VIVATICKET is not responsible in case of non-delivery of the confirmation e-mail due to incorrect

communication of the user's data); 9.2 (VIVATICKET is 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 is 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 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

These Regulations have been last amended in March 2024.