

General provisions governing the participation in WDW 17th-19th July 2020

PLEASE CAREFULLY READ THE FOLLOWING GENERAL PROVISIONS ("GP") THAT GOVERN THE TERMS AND CONDITIONS OF YOUR PARTICIPATION IN THE WORLD DUCATI WEEK 2020 THAT WILL BE HELD AT THE MISANO WORLD CIRCUIT MARCO SIMONCELLI ("CIRCUIT") FROM 17th JULY TO 19th JULY ("EVENT") AND THE CONDITIONS APPLICABLE TO THE PURCHASE OF THE EVENT TICKETS. BY ACCEPTING THESE GENERAL PROVISIONS YOU EXPRESSLY ACKNOWLEDGE AND AGREE TO BE BOUND TO THEM.

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

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

Part 1: GENERAL EVENT PROVISIONS

Art. 1 - Indicative and final programmes

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

Art. 2 - Participation fees

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

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

The prices of the tickets to the Event are (all prices are VAT included):

	BIKER	VISITOR
3-DAY PASS		
Full	€ 98	€ 68
Discounted *	€ 75	€ 60
DOC Discount **	€ 55	€ 50
DAILY PASS		
Full	€ 55	€ 45
DOC Discount **	€ 30	€ 25
Rookie 18 25 ***	€ 30	€ 25

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

****Reduced DOC:** price available only to active members of an official Desmo Owners Club for the year 2020;

*** **Reduced Rookie 18|25:** daily price available for any participant aged between 18 and 25.

All prices are VAT Included.

Access passes can be purchased online on the website www.ducati.com from 2nd March 2020 until 3rd July 2020. From 16th July 2020 and during the Event it will be possible to purchase access tickets only at the Accreditation Centre/Ticket office near the Circuit.

Children under 18 years of age must be accompanied.

Free access is provided for:

- all participants from countries outside Europe; the access ticket can be booked on-line and collected at the Accreditation Centre/Ticket Office near the Circuit or it can be directly requested at the Accreditation Centre/Ticket Office near the Circuit starting from 16th July 2020;
- Children under 18 years of age accompanied by an adult; the access ticket can be booked on-line (max. 4 minors per transaction) and collected at the Accreditation Centre/Ticket Office near the Circuit, where it will be necessary to show an identity document, or it can be directly requested at the Accreditation Centre/Ticket Office near the Circuit starting from 16th July 2020;
- disabled people with of a disability certificate and their companion; the access pass must be collected at the counter dedicated to the Accreditation Centre/Ticket office near the Circuit;

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 of Ducati models (subject to availability)*;
 - DRE Riding Academy driving school (Enduro Academy, Rookie Academy) and Scrambler Days of Joy (subject to availability)*;
 - Turns on the track – activity reserved only to **Ducati motorcycle owners** (subject to availability)*;
 - Various contests organised as per the Event programme;
 - Seminars at Ducati University (subject to availability);
 - Access autograph sessions with Ducati riders
 - Possibility to visit the factory and the Ducati Museum at a discounted price.

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

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

- Turns on the track.

Art. 3 - Delivery method

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

- home delivery, upon request, of access tickets purchased from 2nd March to 3rd July 2020 included. The courier will deliver a closed envelope to the address indicated by the purchaser in the registration form at the time of the purchase. Shipments will be made starting from 15th May 2020. Shipping costs are charged to the buyer.

- collection at the Accreditation Centre/Ticket Office near the Circuit; mandatory for access tickets purchased from 4th July 2020. Opening hours of the Accreditation Centre/Ticket Office are from 9 a.m. of 16th July 2020 to 10 a.m. of 19th July 2020. In this case the purchaser may collect the access tickets by presenting the documents referred to in Part 2 Art. 7.

Art. 4 - Ducati Museum and Factory Visits

From 15th to 21st July 2020, Ducati Museum, Factory and "Fisica in Moto" training lab will be open for visitors with no obligation of advanced booking.

The Museum will be open every day from 9.00 a.m. to 6.00 p.m. There are no guided tours of the Museum.

Factory and Fisica in Moto Laboratory tours must be guided; they will start in shifts between 9.15 a.m. and 4.00 p.m., except on Saturday 21st July, when guided tours will not be available.

Fees and payment methods

There are 4 types of tickets available:

- 1) Guided tour of the factory and entrance to the Museum; cost €22.00 (twenty two/00) Euro.
- 2) Entrance to the Museum; cost 12,00 (twelve/00) Euro.
- 3) Factory guided tour + Fisica in Moto guided tour + entrance to the Museum; cost €32.00 (thirty two/00) euro.
- 4) Fisica in Moto guided tour + entrance to the Museum; cost €22.00 (twenty two/00) Euro.

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

DOC members have the right to free tours, always on presentation of the DOC 2020 member card.

Instructions for online purchase:

- a. reduced price tickets can be purchased through the website wdw.ducati.it, at the same time as purchasing the access pass to WDW2020;
- b. you can purchase a number of tickets for factory and Laboratory guided tour and museum entrance equal to the number of WDW2020 access passes you are purchasing;
- c. for organizational reasons, it is required to indicate the day and time of the visit;
- d. in the case of multiple purchases by one person, all the people for whom the ticket was purchased must present themselves for the guided tour on the same day during the same time period;
- e. in the case of online purchases, the purchase receipt must be presented at the check-in desk at Ducati before the visit.

Art. 5 - Access pass

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

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

The participant who has purchased a 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. 6 – Loss of access pass

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

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

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

Art. 7 – Welcome Kit

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

Art. 8 – General rules for booking turns on the track

All Ducati motorcycle owners who have purchased a 3-day Biker Pass on-line have the right to book a turn on the track with their own motorcycle.

Upon on-line purchase of the 3-day Biker Pass, the participant will receive the Ticket Code on the payment receipt. E-mail and Ticket Code are required for turn booking.

The platform for on-line booking of free practice turns on the track will be open before the beginning of the Event and Ducati will promptly notify the suitable pass owners by e-mail. At that point, the participant, by entering his/her ticket code, will be able to choose the date and time for booking the turn (subject to availability).

The participant must be of legal age and hold a valid driving licence, and will have the obligation to access the track wearing the homologated full-face helmet, full leather suit, gloves, boots, back protector for track sports use.

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

It is possible to book a turn on the track also on site at the dedicated booking centre (booking subject to availability).

All the dynamic activities included in the programme, requiring booking and excluding the above indicated turns on the track, can be booked only on site at the dedicated booking centre.

Art. 9 – Indemnity

For the purposes of participating in WDW2020, 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. 10 - Use of images recorded during the Event

Please be aware that audio, video and photographic recordings will be made during the Event.

These data will be processed by the Data Controller Ducati Motor Holding S.p.A., with headquarters in via Cavalieri Ducati no.3, Bologna, Italy (hereinafter "Ducati") in accordance with the provisions of the General Data Protection Regulation no. 679/2016 ("GDPR") and applicable national legislation (together, "Privacy Regulations").

The recordings will be made by professional operators and photographers specifically contracted by Ducati.

Given the public nature of the Event, participants accept that the data concerning their image can be published, only by way of example, on any paper, computer and video support or through any other media, including press and television, and disseminated via broadcasting and the Internet, on Websites and social networks of Ducati, sponsors and service partners of the Event and/or transmitted to third parties for the purpose of reporting, documenting and promoting the Event.

The participant, aware of the public nature of the event, accepts and authorises any present and future use of any audio, video and photographic recordings made, with the prohibition of using them in contexts offensive to the dignity and decency of the recorded person. The participant waives any claim, including economic claims, against Ducati and its associated companies.

If the participant prefers not to be recorded, he/she is required to notify Ducati via the e-mail address privacy@ducati.com. The feasibility of any request received will be assessed, before and/or after the event, based on the priority of the legitimate interests of one part or the other, considering the context, the state of the art and the implementation costs.

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

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

Article 12 - Disclosures and supplementary information

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

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

Art. 13 - WDW 2020, 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 2020", "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 2020", "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 (including, but not limited to, any image, photograph, animation, video, audio, music, text integrated in this website, and attached material) are the property of the Organiser and are protected by copyright and intellectual and industrial property laws and by the provisions of international treaties. The participant may not copy and/or reproduce the material contained in this site.

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

Art. 14 - ARBITRATION CLAUSE

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

Art. 15 - APPLICABLE LEGISLATION

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

Part 2: ACTIONS RELATED TO THE PROCESSING OF PERSONAL DATA PRIVACY NOTICE FOR THE PROCESSING OF PERSONAL DATA

Privacy notice drawn up in accordance with the provisions of the General Data Protection Regulation no. 679/2016 ("GDPR") and applicable national legislation (together, "Privacy Regulations").

Collected data are processed to ensure Your participation in the Event and the performance of any related instrumental activity necessary for this purpose, such as administrative and organisational measures and fulfilling of obligations required by law and other regulations, in particular for:

1. the sale and consequent issuing and check of tickets to access the Event;
2. the activities related to the participation, including audio and video recording for security reasons, for legal assessment of conduct, for the implementation of this Regulation and for documenting and reporting the Event (based on the necessity to satisfy a legitimate interest of Ducati and its business partners);
3. the fulfilment of obligations required by law or regulations also in relation to operational, administrative, accounting, security and control requirements.

It is required to provide such data and any refusal to provide them may result in the impossibility of participating in the Event and taking advantage of some services.

For detailed information on the use of the images/video recorded by Ducati during the Event, refer to Art. 10 of this Regulation.

The personal data provided by the User for registration at World Ducati Week 2020 (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.

Ducati avails itself of the collaboration of VIVATICKET for the process of selling access passes on-line, through the platform www.vivaticket.com (promotional platform), through the url wdwdealer.vivaticket.it (dealer) and tickets.ducati.com (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 tickets.ducati.com website for the process of purchasing the ticket on-line. The User therefore provides a minimum set of personal data upon the registration on the Ducati website; however the collection of further data may be necessary on the tickets.ducati.com website to activate certain services, if requested.

VIVATICKET will use the personal data provided on its portal for the following activities: allowing registration to the event; allowing conclusion and execution of a purchase contract, when necessary; providing the products and services requested by the User; providing the information and assistance requested by the User. With regard to data storage, we inform you that the personal data will be kept for 18 months (disputes for credit card cancellation) and accounting records up to 10 years for tax reasons, including invoices.

DUCATI will store the personal data of the individual concerned and protect them by means of special safety measures, in line with the provisions by Article 32 of EU Regulation 2016/679. Your personal data will be stored by Ducati no longer than required for the attainment of the purposes for which they are collected and for a further period in the event that the stored data become necessary to protect a right of Ducati or of a third party (for example, the data related to the image of participants will be stored as long as Ducati will be entitled to legitimately use the recordings of the Event).

You can contact Ducati as the Data Controller or Data Protection Manager (at the address privacy@ducati.com) to exercise the following rights as per art. 15 et seq. of the Regulation: to get access to your data to verify their existence and other information related to them, to obtain their rectification or cancellation, to request data portability, to obtain limitation of processing and to lodge a claim to the Supervisory Authority (the Authority for the Protection of Personal Data).

In addition, you may object to the processing of your personal data on the basis of Ducati's legitimate interest unless it is demonstrated that Ducati has prevailing legitimate reasons for proceeding with processing (e.g. the exercise or defence of a right in court).

Part 3: CONDITIONS OF SALE

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

GENERAL CONDITIONS FOR THE USE OF THE VIVATICKET SERVICE

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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 2020 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 Cavaliere 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 2020 Event organised and managed by the Organiser Ducati Motor Holding S.p.A., Via Cavaliere 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 (B2C) and 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

1. In case of online purchase the Customer has the possibility to choose between:
 - a. shipment of the Access Pass to his/her home with expenses at his/her own expense that will be disclosed at the time of purchase
 - b. collection of the ticket access pass at the ticket office of the selected Event location starting one hour before the beginning of the same event, presenting the voucher, the confirmation email and/or the transaction code and, where required by law, an identity document;
2. If home delivery is requested, the Access Pass will be delivered by express courier at the expense of the customer. The costs of shipping and its essential characteristics are indicated at the time of the choice of the relevant option by the Customer.
3. If home delivery is requested, VIVATICKET declines all responsibility for the non-delivery of the Access Passes, if the relevant delivery has not been made possible due to the provision by the Customer of incorrect or invalid data in the on-line form of request of the customer's personal data.
4. For access passes purchased until 3rd July 2020, shipments will be made from 15th May 2020.
5. For access passes purchased from July 4th and on site from July 16th to 19th, 2020, access passes may be collected exclusively from the Accreditation Centre/Ticket Office in this case the User may collect access passes exclusively on the days of the Event (from about 1 hour before the start of the event) by presenting the documents referred to in Article 1 above.

Art. 8 - RIGHT OF WITHDRAWAL

1. The Organiser grants the Client the right of free withdrawal provided that it is exercised within 14 days from the date of conclusion of the contract for the purchase of the Service and the simultaneous reception of the request for withdrawal, in accordance with the procedures for exercising the right of withdrawal, as indicated below and provided that the Organiser has expressly authorised and has sent the relevant funds.
2. Procedures for exercising the right of withdrawal: the withdrawal is exercised by filling in the Refund Form (tickets.ducati.com/ita/rimborso for B2C and wdwdealer.vivaticket.it/ita/rimborso for Dealer). Any access passes already owned by the User when exercising the withdrawal will have to be promptly returned

to VIVATICKET S.p.A. - WDW 2020 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 2020 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. 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 (B2C) and wdwdealer.vivaticket.it/ita/assistenza (Dealer). All requests will receive a reply within 24 hours of receipt, the service is active from Monday to Friday from 9.00 a.m. to 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 wdw.vivaticket.it (Dealer) and tickets.ducati.com (B2C) 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 26/02/2020.