



## **DAYS OF JOY REGULATIONS**

### **DEFINITIONS**

“Clothing” refers both to “Flat Track Clothing” and “Riding School Clothing.”

“Flat Track Clothing” refers to technical protective clothing for motorcycles with protections on shoulders, elbows, back, and knees, in addition to gloves, boots, and \*helmet (\*all Flat Track Clothing except for the helmet can be rented).

“Riding School Clothing” refers to technical protective clothing for motorcycles with protections on shoulders, elbows, back, and knees, in addition to gloves, adequate shoes, and \*helmet (\*all Riding School Clothing except for the helmet can be rented).

“Activities” refers to extra activities besides the Courses which can be performed by Participants and by Visitors, and include: “Cooking Class”, “Scrambler Maintenance Course,” “Barbecue,” and “Scrambler Chill Area.”

“Racetrack” refers to the dirt track and every other place at the ASC track in Vairano, Vidigulfo (Pavia) 27018, where the courses will be held.

“Participation Contract” refers to the contract entered into between Participant, Dueruote, and Ducati at the moment one of the Courses is purchased, governed by these Rules.

“Courses” refers to theoretical and hands-on riding lessons, organised at the Racetracks by the Organisers and covering 4 subjects: “Flat Track School”, "Flat Track Pro School", "Off Road School" and “Basic Riding School”

“Date(s)” refers to one of the four dates scheduled for the Days of Joy as described in the Website and cumulatively all four.

“Management” refers to all subjects who manage or own the Racetracks, specifically ASC srl for the ASC racetrack in Vairano, Vidigulfo (Pavia) 27018.

"Ducati" refers to Ducati Motor Holding S.p.A. – a Sole Partner Company, Company subject to management and coordination activity by Audi AG – headquartered in via Cavalieri Ducati 3, 40132 – Bologna, Italy.

“Dueruote” refers to Editoriale Domus S.p.A. - Via Gianni Mazzocchi, 1/3 20089 Rozzano (Mi) – Fiscal code, VAT code and Milan Business Registry no. 07835550158, owner of the brand and magazine Dueruote.

“Instructors” refers to Course and Test Ride instructors.

“Motorcycles” refers cumulatively to Scrambler motorcycles and Participant motorcycles.

“Scrambler Motorcycles” refers to “Ducati Scrambler” motorcycles in the various versions 800 cc, 1100 cc and 400 cc, new or used, owned by Ducati and made available by them for Courses and/or Test Rides that Participant can choose to use according to the terms and conditions under the Rules and in the Website.

“Participant Motorcycles” refers to the motorcycles (Ducati Scrambler 800 cc and/or 400 cc only) owned by Participants with which they can participate in the Flat Track School, Flat Track Pro School and Off Road School course.

“Participant” refers to the natural person who registers for Days of Joy.

“Parties” refers to Participant and Organisers.

“Price” refers to the payment made to participate in the Courses and/or in the Activities and eventual Clothing rental.

“Organisers” refers to Ducati, Dueruote, and the other natural persons and legal persons involved in the organisation and execution of Days of Joy.

“Rules” refers to these rules that govern participation in Days of Joy.

“Website” refers to the website <https://scramblerducati.com/it/daysofjoy>.

“Test Ride” refers to the test rides held outside the Racetracks, organised by Ducati as indicated in articles 3 and 4 of these Rules.

“Visitor” refers to the person or persons that accompany Participants to the Course without participating or the people who do not accompany Participants but want to register for the Activities.

#### ART. 1. COURSE CHARACTERISTICS.

1.1. The Courses last a total of eight hours, starting at 10:00 am and finishing at 6:00 pm.

1.2. The Courses include both theory and hands-on practice related to Motorcycle riding techniques as described in the pages of the Website. The Courses are held exclusively within the Racetrack and do not include riding on public streets or in other places.

1.3. Course content and programme are exclusively those indicated in the Rules and the Website. The courses will be held in Italian and in English for foreigners.

#### ART. 2. REGISTRATION AND PREREQUISITES FOR PARTICIPATING IN THE COURSES.

2.1. It is possible to purchase one of the Courses exclusively through the Website up to 5 (five) working days before its starting date, unless available places are sold out beforehand. Upon purchase, Participant must pay the full Price via wire transfer within 3 (three) days from the date of registration. If we do not receive payment within this time period, the registration request will be deemed invalid.

2.2. Once all available places have been filled, registration will be halted and a waiting list will be created. The people on the waiting list will be promptly notified if a place becomes available.

2.3. Participants in the Flat Track School course, Flat Track Pro School and in the Off Road School course must have turned 18 years old at the time the Course is purchased and must possess a current driver’s license valid for riding the Scrambler Motorcycle and/or the Participant Motorcycle. Participants must bring their license the day of the Course and show it when requested by Organisers and/or Management. If participating in the Course with Participant Motorcycle, a copy of the insurance coverage must also be shown.

2.4. All Participants who purchase the Flat Track School Course, Flat Track Pro School Course and the Off Road School Course must have an A2 or A3 license can do the Test

Ride at the end of the Course as described in articles 3 and 4 of these Rules.

2.5. Participants must be in good psychological condition and physical shape when taking the Course. If such conditions are not present, Organisers can suspend and, if deemed appropriate, exclude the Participant from the Course. It is understood that in this case the Participant will not have any right to reimbursement of the Price paid or to receive any other kind of indemnity or compensation from Organisers and/or Management.

2.6. It is understood that, within the limits set by law, neither Ducati nor Organisers are obliged to take out any insurance coverage for the Participant, who therefore assumes exclusively any and all responsibility related to the use and safekeeping of the Scrambler Motorcycle and/or Participant Motorcycle, including all liability for loss or damage suffered by them or caused to third parties. It is therefore the Participant's responsibility to provide for all necessary insurance coverage like, solely as an example, all insurance coverage requested by Management.

### ART. 3. CHARACTERISTICS OF THE TEST RIDE

3.1. The Test Ride is free of charge and can be done with any model of Scrambler Motorcycle, including the new Ducati Scrambler 1100 (depending on availability at the location of the event). The Test Rides will be held on the Dates starting at 10:00 am until 6:00 pm and will last a total of 45 minutes. Two slots will be made available from 5:00 pm until 5:30 pm and from 5:30 pm until 6:00 pm for Participants as per article 2.5 of these Rules.

3.2. Test Rides will take place on the road travelling through the Pavia countryside around Vairano, under the guidance of the Instructors.

3.3. The content and programme of the Test Ride are exclusively those indicated in these Rules and in the Website.

### ART.4 REGISTRATION AND PREREQUISITES FOR PARTICIPATION IN THE TEST RIDE

4.1. It is possible to register for the Test Ride through the Website up to 5 (five) working days before its starting date, the day of the Date at the Racetrack (unless available spaces are sold out beforehand) or at the following Ducati dealers: Ducati Lodi, Via Codognino 18-20 - 26854 Cornegliano Laudense (Lodi) Tel: +39 0371 483062 E-mail: info@ducatilodi.com; Ducati Monza, Viale Sicilia, 102 - 20900 Monza (MB) Tel. +39 039 2054062 E-mail: info@ducatimonza.com; Ducati Milano, Via General Cantore 45/49 - 20099 Sesto San Giovanni (Milano) Tel:+39 022440471 Via Tertulliano 3 - 20100 Milano Tel:+39 0254121847 E-mail: info@ducatimilano.it, while spaces assigned to each dealer remain available. Only one Test Ride per day per person.

4.2. Test Ride Participants must have a helmet, an A2 or A3 license, depending on the Scrambler Motorcycle chosen or available, and must show it upon request by Organisers and/or Management.

4.3. Test Ride Participants must be in good psychological condition and physical shape when taking the Test Ride. If such conditions are not present, Organisers can suspend and, if deemed appropriate, exclude the Participant from the Test Ride. It is understood that in this case the Participant will not have any right to receive any kind of indemnity or compensation from Organisers.

4.4. It is understood that, within the limits set by law, neither Ducati nor Organisers are obliged to take out any insurance coverage for the Test Ride for the Participant, who therefore assumes exclusively any and all responsibility related to the use and safekeeping of the Scrambler Motorcycle, including all liability for loss or damage incurred by them or caused to third parties. It is therefore the Participant's responsibility to provide for all necessary insurance coverage like, solely as an example, all insurance coverage requested by Management.

## ART. 5. CHARACTERISTICS OF THE ACTIVITIES, REGISTRATION, AND PREREQUISITES FOR REGISTRATION AND PARTICIPATION IN THE ACTIVITIES

5.1. Participants and Visitors can engage in the Activities (compatibly with the Course schedules) according to the terms of article 8. Characteristics and prices are described in the pages of the Website.

Visitors younger than 18 years old can participate in the Activities for free.

## ART. 6. CODE OF CONDUCT & CLOTHING

6.1. Participants must rigorously comply with current rules for use of the Racetrack, current traffic laws, as well as those contained in these Rules and the indications and directives given by Instructors, Organisers, and/or Management. In the case of serious and/or repeated violations of these provisions, Organisers can suspend and, if necessary, exclude Participant from the Course and/or the Test Ride. It is understood that in this case the Participant will not have any right to receive restitution of the Price or any kind of indemnity or compensation from Organisers and/or Management.

6.2. While using the Motorcycle (whether Scrambler Motorcycle or Participant Motorcycle), it is mandatory that Participants in the Course wear the Clothing. Dueruote offers Participants the chance to rent the Clothing (not including the helmet, which therefore must be brought by the Participant) for the duration of the Course upon payment of the Price specified in the Website. If Participant wants to rent Clothing he or she must make an express request when registering for the Course and indicate the precise sizes. In this case, the Clothing will be supplied to the Participant at the start of the Course at the Racetrack where the Course is held and must be returned to Organisers at the end of the Course. Clothing must be used exclusively by Participant or a substitute and not by third parties, and only to participate in the Course and not in other occasions. Participant will receive Clothing, and upon receiving it Participant will assess and accept Clothing, its quality, and intended use as agreed upon. Effective immediately, Participant agrees to indemnify and hold harmless Organisers from any direct or indirect damage to persons or things, including Participant, a substitute or accompanying Visitor from use of the Clothing, and waives for himself or herself, any heirs and assignees, any claims and/or request for compensation in relation to the use of Clothing. For any other matter not expressly covered here, Clothing rental will be governed by article 1571 and following of the Italian civil code. Participants are strongly advised not to wear necklaces, bracelets, or scarves and to not keep objects in pockets.

6.3. Participants must diligently safeguard the Scrambler Motorcycle, Clothing if rented, and any other material assigned to them by Organisers and must not allow them to be used by other people, including other Participants, unless otherwise expressly authorised by Organisers.

6.4. Participants must check the Scrambler Motorcycle assigned to them and immediately inform Instructors in case of any anomalies.

6.5. During the Course and/or Test Ride, Participants must maintain diligent and prudent behaviour.

6.6. If the Scrambler Motorcycle provided to the Participant suffers severe damage due to a fall, accident, or other event attributable to behaviour of Participant, even for slight negligence, negligence, inexperience, imprudence, oversight, or disregard, Participant will not have the right to a replacement motorcycle from the Organiser. Severe damage to Scrambler Motorcycle refers to damage that cannot be repaired on site by the technical personnel present. If, on the other hand, the damage to Scrambler Motorcycle can be repaired on site by the technical personnel present, the motorcycle will be returned to the Participant as soon as possible, taking into consideration repair times.

## ART. 7. DESIGNATION OF A SUBSTITUTE

7.1. Participants cannot change the Date and/or Course category selected at the time of purchase with another Date or Course. In any case, Participants can transfer their Participation Contract to a third party. In this case, the third party must present Attachment A proxy form filled in by the Participant being substituted and copy of an identification document of the Participant being substituted. The third party can take Participant's place in the Course as long as he or she fulfils all prerequisites required and fully accepts in writing all conditions established by these Rules for Participants. Participant will be responsible for informing the third party of the content of these Rules.

## ART. 8. VISITORS

8.1. Each Participant can be accompanied to the Course by an unlimited number of Visitors. For this purpose, when purchasing a Course, Participant must declare if he or she will be accompanied by one or more Visitors and the age of each since Visitors younger than 18 can participate for free. The Price for each Visitor, who can participate in all Activities and lunch, is EUR 50.00 (fifty/00) VAT included. In case the Visitor only wishes to have lunch, the cost is EUR 25,00 (twentyfive/00) VAT included.

8.2. Participant will be responsible for informing accompanying Visitors of the content of these Rules.

8.3. Visitors different from those who accompany a Participant are registered directly by Participant to participate in all Activities – under article 8 – and lunch paying the Price of EUR 50.00 (fifty/00) VAT included, through the Website, according to the procedures outlined in article 2. In case the Visitors only wish to have lunch, the cost is EUR 25,00 (twentyfive/00) VAT included.

## ART. 9. RESPONSIBILITY

9.1. Organisers and Management, as pertaining to them, will not be in any way responsible for any kind of damage – direct or indirect – to persons or things suffered by Participants, substitutes for Participants, Visitors, or third parties during the Course, the Test Ride, the Activities, or during their time at the Racetrack facilities. Organisers and Management do not assume any responsibility for safeguarding personal property brought to the Racetrack by Participants, substitutes for Participants, or Visitors. Parking lots at the Racetracks are not monitored.

9.2. Visitor and Participant, for themselves, their substitutes, and accompanying Visitors accept to indemnify and hold harmless Organisers and Management, as well as fully reimburse any payments made by the latter for any damage, direct or indirect, caused by Visitor, Participant, substitute, or accompanying visitor to persons or things during one of the Courses, the Test Ride, the Activities, and/or during their time at the Racetrack facilities. Participant will be responsible for loss or damage caused to Ducati Motorcycles by wilful misconduct or gross negligence and will therefore have to provide compensation for said loss or damage. In the case of minor damage caused by Participant to the Ducati Motorcycle, Ducati will cover the charge.

9.3. To participate in a Course and/or Test ride, before the beginning of the Course each Participant must sign a waiver provided by Organisers as well as documentation provided by Management.

## ART. 10. CANCELLATION, DATE CHANGE AND COURSE SUSPENSION BY ORGANISERS

10.1. Organisers can unilaterally and irrevocably decide to cancel, suspend, or postpone the Date of the Course and the Test Ride if they cannot be carried out in conditions of safety or if it has become impossible due to force majeure or fortuitous event.

10.2. In a timely manner, Organisers will communicate cancellation or postponement of the Date of the Course and the Test Ride by sending a message via email to the address indicated by Participants when purchasing the Course and/or registering for the Test Ride. In the case of a postponement, Participant can terminate the Participation Contract by sending an email to the address [daysofjoy@dueruote.it](mailto:daysofjoy@dueruote.it) within one day of receiving the notification of postponement. If the Course is cancelled, Organisers will reimburse Participants exclusively for the value of the Price. Participant will not have any right to receive from Organisers and/or Management any other reimbursement, compensation, or indemnity for loss or damage incurred due to the cancellation of the Course.

10.3. The hands-on parts of the Courses and the Test Ride will be held even in case of rain, unless necessary safety conditions are compromised.

10.4. If it is absolutely impossible to proceed with the Courses and to use the racetrack due to adverse weather conditions that, according to the unilateral and irrevocable judgement of the Organisers or Management, can result in safety risks for Participants, Organisers will reimburse each Participant within 60 days of the scheduled Course date for the 60% of the cost of participation and/or of renting equipment already paid for by Participant or Visitor; the Participant and/or his or her substitute and Visitor waives any other claim for reimbursement or sum for any title.

10.5. No reimbursement will be provided if under article 10.4 Organisers offer Participant, his or her substitute, or Visitor to participate in Days of Joy on another date, the Racetracks remaining the same.

#### ART. 11. INFORMATION

11.1. For any communication and information regarding the Course, Participant can contact Organisers at the email address [daysofjoy@dueruote.it](mailto:daysofjoy@dueruote.it) or call +39 02 8247 2391 Monday to Friday from 10:00 am to 1:00 pm, and from 2:00 pm to 5:00 pm.

#### ART. 12. RIGHT OF TERMINATION

12.1. Participant can terminate the Participation Contract within 14 working days of the purchase via certified email (pec) or registered mail with return receipt sent to the following addresses: Editoriale Domus s.p.a. - Via Gianni Mazzocchi, 1/3 20089 Rozzano (MI) - ufficio marketing, pec [legale@editorialedomus.it](mailto:legale@editorialedomus.it). If in the meantime the Participant receives any material related to the Course, he or she must return the material to Ducati at the above address by insured letter at his or her own expense and risk.

12.2. Any Participant who sends the notice of termination within the specified term (as confirmed by the postmark in the case of registered mail) and according to the procedure outlined above will have a right to be reimbursed for the Price paid.

#### ART. 13. FULL AGREEMENT

13.1. The Participation Contract constitutes the full, essential agreement between the Parties and replaces any preceding contract or agreement between the Parties regarding the same matter.

13.2. Participants expressly authorise Organisers to use their email addresses for activities regarding the Participation Contract. In particular, Participant accepts that the written confirmation of terms and conditions contained in the Participation Contract will be sent by email and commits to downloading and saving the Participation Contract (by hard and/or soft copy).

13.3. Any variation or change to the Participation Contract must be accepted in writing by both Parties.

#### ART. 14. CONSUMERS

14.1. The conditions of this Participation Contract do not compromise in any way the

rights attributed by Italian law to Participants acting as “consumers” pursuant to Italian legislative decree no. 206 of 6 September 2005, Consumer Code under article 7 of Law no. 299 of 29 July 2003.

#### ART. 15. TRANSFER

15.1. Organisers can transfer to third parties all or part of the rights and obligations under the Participation Contract. For its part, with the exception of the provisions in article 7 of these Rules, Participant cannot transfer to third parties all or part of the rights and obligations under the Participation Contract without the express written consent of Organisers.

#### ART. 16. COMMUNICATION

16.1. All communications between the Parties regarding the Participation Contract must be written and sent to the address of the other Party indicated in the Participation Contract or in the Course purchase order.

16.2. The communications that affect the validity or existence of this Participation Contract must be delivered by hand, sent via certified email (pec), or sent by certified mail with return receipt.

#### ART. 17. LANGUAGE

17.1. The rules are published in Italian and English. If there are any discrepancies between the two languages, the Italian version takes precedence.

#### ART. 18. GOVERNING LAW AND JURISDICTION

18.1. The Participation Contract will be governed and interpreted in compliance with Italian law.

18.2. Any controversy arising from or relevant to the Participation Contract will be exclusively assigned to jurisdictions as follows: a) the jurisdiction of the residence or domicile of the Participant if recognised as a consumer according to current Italian law and resident or domiciled in Italy; b) in every other case the jurisdiction of Bologna, Italy.

18.3. For any other