



Multistrada Expedition 2023 Regulation

DEFINITIONS

"Apparel" means:

the protective clothing consisting of: full face or modular helmet, leather or Cordura jacket and trousers with shoulder, elbow and knee protectors; back protector; gloves and boots. The Apparel may be new clothing or pre-owned items of the Participant or shall be rented by the latter from Gattinoni for taking part in the Course. The last being the case, the Apparel will be Ducati-branded clothing owned by Ducati and rented by Gattinoni.

"Guest" is the person(s) accompanying the Participant to the Experience but not as rider(s).

"Location" is any place where the Experience will take place

"Participation Agreement" means the contract which is entered into by and between the Participant and Gattinoni at the time of purchasing the Experience, which is subject to these Rules.

"Multistrada Expedition": the Ducati event to be held on October 3-8 in Italy and France, during which Participants will ride through a route designed by the Organisers as detailed and defined in the technical documentation.

"Manager" means all persons who manage or own the venues/locations included in the Experience.

"Ducati" means Ducati Motor Holding SpA - Sole Shareholder Company, subject to the direction and coordination of Audi AG - with registered office at via Cavalieri Ducati no. 3, 40132 - Bologna, Italy.

"Gattinoni" is Gattinoni & Co s.r.l., with registered office in Milan, via Statuto, 2, VAT no. 02042680138

"Instructors" are the instructors who accompany the group during the Experience.

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

"Participant" is a natural person who has registered for the Experience.

"Parties" are the Participant and Gattinoni jointly referred to.

"Price" is the price for participation in the Experience and any Apparel rental fee.

"Organisers" are Gattinoni, Ducati and any other natural and legal persons involved in the organisation and delivery of the.

"Rules" mean the present regulation governing the participation in the Multistrada Expedition.

"Website" means www.ducati.com website including the Experience section, i.e. www.travel.ducati.com



ART. 1. MULTISTRADA EXPEDITION FEATURES.

1.1. The Multistrada Expedition lasts a total of six days and five nights and consists of motorcycle routes to discover the area and tourist services. There will also be a practical test on the riding techniques of the motorcycles provided by Ducati. Riding motorcycles on the road and off-road is envisaged.

1.3. The Multistrada Expedition content and methods are only those covered by these Rules. The Experience content will be shared in Italian and in English for foreigners.

ART. 2. REGISTRATION AND REQUIREMENTS TO PARTICIPATE.

2.1. Participants may purchase the Experience exclusively through www.travel.ducati.com website, up to 5 (five) working days before its start date, unless all available places are sold out earlier. At the time of purchase, the Participant must pay an amount equal to 30% of the entire Price by way of advance payment by credit card or by any other means indicated on the Site. The balance equal to the remaining 70% of the Price must be paid no later than 30 days before the booked date.

2.2. Participants must be 18 years of age or older at the time of purchasing the Multistrada Expedition and must hold a valid driving licence which allows them to ride the Motorcycles for which they asked to take part in the Multistrada Expedition. Participants must bring their driving licence, presenting it at the request of the Organisers and the Manager.

2.3. At the time of the Multistrada Expedition delivery, Participants must be in optimal psychological and physical conditions, especially with regard to the following organs and systems that are stressed when riding motorcycles: musculoskeletal, osteoarticular and locomotor, neurological, visual, auditory and cardiovascular. In the event that these conditions were not fulfilled, the Organisers may suspend and, if necessary, exclude the Participant from the Multistrada Expedition. It must be understood that in this case, the Participant shall not be entitled to a refund of the Price or to receive any other compensation or damages from the Organisers.

2.4. It is understood that, to the extent permitted by law, the Organisers are not obligated to take out any insurance coverage for the benefit of the Participant who, therefore, assumes exclusive responsibility for any use and care of the Motorcycle, including any liability for damage suffered by him/herself. Therefore, it is up to the Participant to provide for all necessary insurance coverage against injury.

ART. 3. RULES OF CONDUCT & APPAREL

3.1. Participants must strictly abide by the rules in force for road traffic, by these Rules, by the Regulatory Protocol for the containment of the spread of Covid-19 as well as by the recommendations and directions given by Instructors and/or the Organisers. In case of serious and/or repeated violations of said provisions, the Organisers may suspend and if necessary exclude the Participant from the Course. It is understood that, in such an event, the Participant shall not be entitled to a refund of the Price or to receive any other compensation or damages from the Organisers.

3.2. During the use of the Motorcycle and the practical tests on the road, Multistrada Expedition Participants and Guests must necessarily wear the Apparel. Ducati, through Gattinoni, gives the Participant the opportunity to rent Ducati Apparel for the duration of the Multistrada Expedition for a fee. The Participant must expressly request this when registering for the Multistrada Expedition. This being the case, the Apparel will be provided to the Participant at the Location where the Multistrada Expedition starts (check-in) and must be returned to the Organisers at the end of the event. The Apparel must be used exclusively by the Participant or his/her substitute, but not by any other third parties, and solely to take part in the Multistrada Expedition and on no other occasions. The Participant shall receive the Apparel and at that moment he/she shall assess and accept the same Apparel, the quality thereof and the



use for which it is rented. The Participant immediately agrees to release Ducati and hold it harmless from any direct or indirect loss or damage that may be caused to people - including the Participant, his/her substitute or Guest - or property by the use of the Apparel and to waive any claims and/or refunds in connection with the use of the Apparel, personally and in the name of any heirs or people concerned. For anything not expressly provided herein, the rental of the Apparel shall be subject to the provisions under Art. 1571 and following of the Civil Code. It is recommended that Participants do not wear necklaces, bracelets, neck scarves and do not keep personal belongings in their pockets.

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

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

3.5. During the Multistrada Expedition, Participants must maintain a careful and prudent conduct.

3.6. In case the Motorcycle provided to the Participant suffered serious damage due to a fall, accident or any other event caused by the behaviour of the Participant, even by his/her slight or gross negligence, carelessness, or inattention, the Participant will not be entitled to receive a substitute motorcycle by the Organiser. Serious damage to the Motorcycle means damage which can not be repaired by the technical staff present on site. If, however, the damage to the Motorcycle can be repaired on site by the technical staff, the Motorcycle will be delivered to the Participant as soon as possible, depending on the time and method of repair.

ART. 4. APPOINTMENT OF A SUBSTITUTE.

4.1. In the event that Participants are unable to participate in the Multistrada Expedition after the purchase, they may assign the Participation Agreement to a third party. In this case, that third party must submit a letter of proxy duly signed by the replaced Participant and a copy of the identity documents of the replaced Participant on the first day of the Multistrada Expedition. The third party may attend the Multistrada Expedition in place of the Participant if all the requirements are met, upon accepting in full and in writing all the conditions lying within the Participant's responsibility under these Rules. It will be the responsibility of the Participant to inform the substitute of the contents of these Rules.

ART. 5. GUESTS

5.1. Each Participant may be accompanied to the Multistrada Expedition by one person as a Guest. To this end, when purchasing the Multistrada Expedition, the Participant may choose to purchase either the Rider fee (1 participant) or the Rider fee with Guest (1 participant + 1 person as Guest).

5.2. The Guest may participate in the entire Multistrada Expedition programme without constraints, provided that he/she is autonomous in travel, which may take place on the motorbike with the Rider as Passenger or independently with his/her own means.

5.3. It will be the responsibility of the Participant to inform the Guest of the contents of these Rules.

ART. 6. LIABILITY

6.1. The Organisers and the Manager, where appropriate, will not be liable for any type of damage - direct or indirect - to persons or belongings suffered by the Participants, their substitutes, Guests or third parties during the Multistrada Expedition or their time within the facilities. The Organisers and the Manager do not assume any responsibility for safeguarding goods brought within the Locations by the Participants, their substitutes or Guests.

6.2. The Participants agree for themselves, their substitute and Guests to indemnify and hold the Organisers and the Manager harmless, as well as to reimburse the latter of what they may have paid on



behalf of the former, for any direct or indirect loss or damage caused by the Participants, their substitutes or Guests to people or property during the Multistrada Expedition or their stay at the Locations. The Participant will be responsible for loss or damage caused to the Motorcycle for deliberate misconduct or gross negligence and should therefore be liable for such damages. Instead, any minor damage caused to the Motorcycle by the Participant will be paid for by Ducati.

6.3. Before the start of the Multistrada Expedition, each Participant must sign the disclaimer and waiver statement prepared by the Organisers and the documents prepared by the Manager in order to participate in the Multistrada Expedition.

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

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

7.1. Ducati and/or Gattinoni may, at their sole discretion, cancel, suspend or postpone the date of the Multistrada Expedition at any time in the event that its execution cannot take place in safety conditions or has become impossible due to force majeure or fortuitous or due to anti-Covid-19 regulatory provisions (by way of example but not limited to: ban on hotel facility managers from holding events, ban on mobility between States/Regions/Municipalities, etc.).

In this case, the Organizers will promptly inform the Participants of any cancellation or change of date of the Multistrada Expedition by sending a communication via e-mail to the address indicated by the Participants at the time of purchase of the Multistrada Expedition. In the event of a change of date, the Participant will have the right to withdraw from the Participation Contract by sending an email within the day following the date of receipt of the aforementioned communication to traveladventuresducati@gattinoni.it.

In the event of cancellation of the Multistrada Expedition, Gattinoni will only be required to reimburse the Participant for the percentage of the price already paid. The Participant will not be entitled to receive from the Organizers and/or the Manager any further reimbursement, compensation or indemnity for any damages suffered due to the cancellation of the Multistrada Expedition.

7.2 If, on the other hand, the minimum number of participants envisaged is not reached, the Organizer reserves the right to cancel the booked Tour by communicating it in writing within 30 days of the departure date and simultaneously offering the Participants, alternatively, the possibility of participating in another of the Ducati Tours among those envisaged and available on the date of communication or the full refund of the amount actually collected on the date of cancellation of the Tour, net of any premiums relating to cancellation policies.

7.3. The various Experiences could also be held in the event of rain, unless this would, in the sole discretion of Ducati and/or Gattinoni, result in the necessary safety conditions not being met.

7.4. In case of total impossibility to deliver the Multistrada Expedition because of adverse weather conditions that, to the sole discretion of the Organisers, may pose threats to the safety of the Participants, Gattinoni shall reimburse each Participant, within 60 days from the date in which the Multistrada Expedition was supposed to take place, the amount of € 200.00 (two hundred) for each Participant. The Participant shall accept such amounts, and immediately waives any further amount and/or refund whatsoever to any effect.

ART. 8. INFORMATION

8.1. For any communication and information regarding the Multistrada Expedition, the Participant can contact Gattinoni at the e-mail address traveladventuresducati@gattinoni.it



ART. 9. RIGHT OF TERMINATION

9.1. From the date of the booking confirmation sent by the Organiser, Travelers have the right to withdraw from the contract at any time. In this case, the right of withdrawal applied to the Traveler corresponds to the following percentage brackets of the participation fee including any supplements and/or reductions:

- 30% from the booking date up to 30 days from the departure date
- 70% from 29 to 9 days before departure
- 100% from 8 days to the departure date
- 100% in case of no show

ART. 10. ENTIRE AGREEMENT

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

10.2. The Participant expressly authorises Gattinoni and Ducati to use his/her e-mail address in connection with the activities related to the Participation Agreement. In particular, the Participants agree that the written confirmation of the terms and conditions contained in the Participation Agreement is performed by e-mail and will download and store the Participation Agreement (through printing on paper and/or long-term storage).

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

ART 11. PHOTO SHOTS AND VIDEO RECORDINGS

11.1 Multistrada Expedition events, for their entire duration, will be documented by means of photo shots and video recordings, which may subsequently be freely used by the Organiser and its associated companies, where the Participants are not immediately recognisable or in any case do not represent the main element of the photo and/or video. Otherwise, the use of the image or video will be subject to a specific consent granted through the "Authorisation for the use of one's own image" form. To this end, the Organiser may use the material produced for any initiative promoted by the same Organiser or by third parties, also with other images, without limitation of place, use, time and means for commercial purposes and for the promotion of Ducati's image, and in particular for its diffusion also through websites, as long as its image is not the main element of the photo and/or video. The Participant expressly waives any claim, including economic compensation, against the Organiser and its associated companies and their employees, agents and representatives where his/her image has been used within the limits provided for in this article.

ART. 12. CONSUMERS

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

ART. 13. TRANSFER

13.1. Except as provided in Article 4 of these Rules, the Participant shall not transfer to a third party, in whole or in part, the rights and obligations under the Participation Agreement, without the prior written consent of Gattinoni.



ART. 14. COMMUNICATIONS

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

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

ART. 15. LANGUAGE

15.1. The Rules are written in Italian and English. In the case of any discrepancy between the two texts, the Italian text shall prevail.

ART. 16. GOVERNING LAW AND JURISDICTION

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

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

16.3. For all matters not expressly provided for herein, the provisions of Italian law shall apply.