

CODE OF CONDUCT - TRACK RULES

DATE: _____

It is mandatory to show a valid driving license and identification document at the time of signing this declaration.

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The undersigned _____ born in _____ on ____/____/____
 and resident in _____ Country _____ Street _____ ZIP code _____
 type of document _____ ID Card / Passport n. _____ issued by _____
 expiry date ____/____/____ driving license cat. _____ n° _____ issued by _____
 expiry date ____/____/____ telephone/fax _____ equipped with car motorcycle kart pit-bike brand _____
 model _____ number plate _____ owned by _____ e-mail _____

(hereinafter referred to as the "User" for brevity)

(in case of exercising parental authority)

as exercising parental authority and therefore in the name and on behalf of the minor child _____
 born in _____ on ____/____/____ and resident in _____ Country _____ Street _____
 holder of the following driving license cat. _____ n° _____ issued by _____ expiry date ____/____/____

(in the case of exercising parental authority, also on behalf of the other parent whom the undersigned expressly declares to have been informed and consenting, with exemption for the "Manager" and for the "Property" (as defined below) and their bodies, employees and persons in charge of any interference and responsibility in this regard)

ASKS

to the company CREMONA CIRCUIT S.R.L. (VAT number 04902740283), with registered office in Rubano (PD) ITALY, Via Marconi 48 / A, hereinafter referred to for brevity as the "Manager", to use, at his own risk, not exclusively and therefore in competition with other users, the current motorcycling circuit in San Martino del Lago, Strada Giuseppina n. 2 (the "Circuit") owned by the company Autodromo Internazionale Srl (VAT number 04481440289), with registered office in Rubano (PD) ITALY, Via Marconi 48 / A - (hereinafter the "Property" for brevity), including of the route and of the other infrastructures and assets present therein

DECLARES

1) to be in possession of a valid and current document enabling to drive the vehicle that will be used on the track 2) to be in perfect physical and mental health and not to use substances (alcohol, drugs, etc.) that may in some way impair and / or alter physical and mental state and efficiency, and to be also in possession of a certificate health and robust constitution; 3) to have previously verified that their vehicle is adequate and suitable for using the facilities of the track; 4) to have participated in the mandatory technical briefing organized by the Circuit staff, where all the rules for using the track were illustrated, with particular reference to the signal flags, and to the behavior to be adopted in the cases reported by the course marshals 5) to have having read the **TRACK RULES** (attached to this document), which by signing this document accepts in full and without reservation, undertaking to observe / enforce the rules and undertaking to fulfill the obligations and commitments contained therein; 6) in particular, declares to have been informed and to accept that in the event of failure or partial use of the route due to adverse weather conditions / force majeure / unforeseeable circumstances and / or in order to protect the safety and / or health of users, reimbursement of the consideration and any indemnity / compensation is excluded, and that, in the event of failure or partial use of the route due to a fact attributable to the Operator, only the amount corresponding to the effective duration of use will be due by the User and that the User on his part will not be entitled to any compensation and / or indemnity; 7) to have been made aware that the Circuit is still not approved by the competent Federations (including the Italian Motorcycle Federation); 8) to have the experience and technical knowledge necessary to use the track even in the presence of other users, and in any case to undertake at least a first reconnaissance lap of the track at reduced speed, in any case without hindering others users, in order to verify the conditions, as well as to immediately communicate any anomalies to the Operator, noting that, failing this, the state of the route will be considered perfectly suitable; 9) to undertake not to let third parties use their vehicle, of which they declare themselves solely responsible for the purposes of civil liability; 10) to undertake to wear and use the appropriate clothing and accessories (and in any case required in the **TRACK RULES**); 10) to relieve the Manager, the Property, their bodies, officers, employees, delegates and employees, from any liability for damages of any kind produced and / or suffered by the undersigned or by the vehicle (even if owned by third parties) as a result of any accidents, even if caused directly or indirectly by the state of the route and the equipment and the service as well as the possible presence on the route of wild animals; 11) to undertake, for themselves and for their own successors / successors in any capacity, to indemnify and hold harmless in the broadest way and without any limitation, the Manager and / or the Property, their bodies, officers, employees, collaborators, delegates and employees, from any and all obligation to pay any third party sums for any reason (including by way of example by way of compensation for damage, compensation, reimbursement), depending on claims / damages of any type, nature and entity, in any case and by anyone caused (including the Manager and the ownership of the Circuit, their bodies, officers, employees, officers, delegates and in any case in charge), on the occasion and / or during the use of the track and the Circuit, of so that compensation for any damage caused, directly or indirectly, to the Circuit, to other users, to the mechanical means of anyone and to other third parties who are spectators or members of the organization, by the store or by the Property, will be the sole and total responsibility of the undersigned User; 12) to relieve the Manager, the Property, their bodies, officers and employees, delegates and employees from liability, and waive any compensation, for any damage caused to the User himself or to the equipment and vehicle used by the latter by the " electrical system with which the Circuit is equipped; 13) to be aware of the fact that the car parks, structures and spaces within the Circuit are unattended and for the effect of relieving the Manager and the Owner of the Circuit from any responsibility for theft, damage to vehicles or materials therein placed for any reason; 14) to accept that the Manager, in case of need and in any case in the hypotheses under 5), at its sole discretion, reserves the right to modify, suspend or interrupt the use of the Circuit and the related route; 15) to acknowledge and accept that any dispute arising on the validity, interpretation and execution of this agreement will be subject to Italian law and devolved exclusively to the Court of Padua; 16) to be aware of the costs and other conditions in force for the use of the Circuit; 17) to be aware that videos and photographs may be shot for commercial purposes within the structure; 18) to confirm, and guarantee, that the above is true, with exemption from any liability borne by the Manager, and to indemnify and hold harmless the latter, in the widest way and without any limitation, in the event of inaccurate and / or false statements.

San Martino del Lago, _____

Cremona Circuit S.r.l.

The User

Pursuant to articles 1341 and 1342 of the Italian Civil Code as well as pursuant to art. 34 co. 5 Consumer Code, the undersigned expressly approves, acknowledging that the following clauses have been the subject of private negotiations i) Circuit Regulations: 2.2 (right to change clauses of the Regulations), 2.3 (removal from the Circuit for violation of the Regulations), 2.4 (compensation for damage caused due to violation of the Regulation), 3.2 (responsibility for the conduct of the underage User), 4.2 (right to interrupt, suspend and deny the use of the route), 5.4 (indemnification of the Manager for prejudices suffered / caused by a minor User), 5.8 (right to exclude vehicles not in possession of the required requirements), 6.1 (obligation for organizers to have users sign the code of conduct), 6.3 (obligation to indemnify in favor of the Manager), 6.4 (prevalence of contractual clauses over Regulations), 7.4 (exclusion of the refund of the consideration; limited return of the consideration in the event of non-use / partial use); ii) code of conduct: 5 (approval of the regulation), 6 (exclusion of the refund of the fee; limited return of the fee in the event of non-use / partial use), 10 (exemption from liability for damage suffered during use of the Circuit), 11 (indemnity for damage caused by 'User, by the Manager or by the Property and their respective employees in the event of accidents), 12 (indemnity for damage caused by power lines), 13 (indemnity for theft and damage occurring within the Circuit), 14 (right to modify, suspension and interruption of the use of the Circuit and the track), 15 (applicable law and forum), 18 (disclaimer and indemnity in case of inaccurate or false declarations).

San Martino del Lago, ibidem

Cremona Circuit S.r.l.

The User

The undersigned declares to be responsible for the transponder assigned to him for the timing of free practice on the day shown below. The undersigned is also responsible for the correct fastening and adequate positioning of the transponder on the vehicle. In the event that the transponder is damaged even partially, or lost during the above tests, compensation equal to the cost of a new transponder must be paid to the company. Cremona Circuit S.r.l., for the value of € 150.00 (one hundred and fifty / 00).

San Martino del Lago, ibidem

Cremona Circuit S.r.l.

The User

The undersigned also declares to have read the privacy information at the bottom of this regulation and, in particular, declares to consent to the processing of the e-mail address for sending communications relating to commercial initiatives and other advertising and promotional material; he also declares to consent to the publication of the name or pseudonym in the "live timing" section of the website www.cremonacircuit.it referring to the free practice day in which I participated as a driver.

TRACK RULES

1. The user of the current automobile circuit in San Martino del Lago, Strada Giuseppina n. 2 (the "Circuit"), managed by the soc. Cremona Circuit S.r.l., with registered office in Rubano (PD) via Marconi, n. 48 / A, CF / VAT number 04902740283 (the "Manager") declares to have read and accepted without reserve these general regulations (the "Circuit Regulations" or the "Regulations"), committing themselves to comply with the provisions contained therein .

2. General provisions

2.1. These Regulations govern entry into the Circuit, inter alia including the route, premises, systems, equipment and any other property present in the Circuit itself, and the conduct of its Users.

2.2. The Operator will have the right to supplement and derogate from these Regulations by means of modifications to be published on its web page and in the spaces of the Circuit; such modifications / additions will represent an integral part of this Regulation for all legal purposes. The Manager may operate within the Circuit through its employees / collaborators / delegates / etc ..

2.3. If the User violates one or more provisions of these Regulations, this may be immediately removed from the Circuit by order of the Manager; in this case, the removed User will not be entitled to any reimbursement and / or compensation.

2.4. The User who violates this Regulation will be obliged to compensate / indemnify any prejudice suffered by other users and / or by the same Manager / its employees / collaborators / delegates / etc. as a consequence of the harmful conduct.

3. Methods of entry into the Circuit

3.1. The entry of the User into the Circuit is allowed in the following cases: a) subject to the following of the admitted vehicles; b) public / companions / technicians / sponsors / etc. .

3.2. Minors are not admitted, unless accompanied by adults exercising parental authority and / or by these delegates, who will be responsible for the conduct of the minor.

3.3. The entry of vehicles to the Circuit is allowed in the following cases: a) vehicles admitted to the track and vehicles carrying the admitted vehicles, as well as their accessories; b) vehicles carrying the public / accompanying persons / technicians / sponsors / etc ..

3.4. On the internal roads of the Circuit the rules of the legislative decree 30 April 1992, n. 285 and subsequent amendments and additions (hereinafter for brevity the "Highway Code"), and the vehicles passing through it must keep a speed lower than 10 km / h or the different speed required by law.

3.5. The User admitted to the Circuit is obliged i) not to enter reserved spaces and / or to which access has been forbidden, ii) to park only in the places indicated, iii) to observe the traffic regulations and the prohibitions imposed by the Operator and / or by the applicable legislation and / or by the practice of the sector, iv) to comply with the provisions provided by the Operator, to respect and not damage the structures of the Circuit and the movable assets present therein; in any case, the User must take into account the activity carried out within the Circuit and adapt his conduct to contingent situations. The User undertakes to leave the Circuit clean, committing himself not to abandon hazardous or bulky waste (such as, by way of example but not limited to, batteries, tires, electrical equipment, mechanical parts) in the Circuit area.

3.6. It is forbidden to bring dogs or other animals.

4. Use of implants

4.1. The route and the other facilities of the Circuit may be granted in use, limited to the periods and times established by the Operator, subject to compliance with these Regulations and the payment of the relative tariffs, for one of the following purposes: a) carrying out activities of tourist traffic, in compliance with the rules of the Highway Code; b) sports competition, in compliance with federal rules / regulations and industry practice.

4.2. The concession in use referred to in paragraph 4.1. it can be denied, suspended or interrupted by the Manager, at its sole discretion, without obligation of justification.

4.3. As regards the use of the route, the rules set out in the following chapters apply.

5. General rules for the use of the route

5.1. For all activities other than sports competition, the rules of the Highway Code will be applicable on the track. For sports competitions, the provisions of the federal rules, regulations and industry practice will be applicable. In any case, the additional provisions of these Regulations and the limitations imposed by the Manager are reserved.

5.2. Admission to the route is subject to i) the signing of the code of conduct to which this Regulation is attached; ii) upon delivery of the documentation proving the existence of the requirements for access and use of the Circuit; iii) the payment of the amount due; iv) participation in the mandatory technical briefing organized by the track staff, where all the rules for using the track were illustrated, with particular reference to the signal flags, and the behavior to be adopted in the cases indicated by the course marshals; v) to any further obligation contractually established and / or made necessary by current legislation and / or for reasons of safety and / or health.

5.3. The admission to the track of the adult User is subject to the following additional conditions: a) that the driver has a valid driving license; the driving license must be shown in original; b) that the driver of the vehicle, in case of theft or loss of the driving license, is provided with an original theft or loss report and an original document that proves the renewal of the license in progress; in this case the driver must present a valid identity document; c) in the case of a sports competition, the actual membership in progress and / or the different title required.

5.4. The admission to the track of the minor User is subject to the following additional conditions: a) possession of A driving license or pink sheet or, alternatively, a valid competitive sports license; b) presence of the parental authority; the exerciser of authority must sign the Code of Conduct - Circuit Regulations at the entrance to the track, and show their identity document and leave a copy of the same; c) participate, jointly, with the minor, in the mandatory technical briefing organized by the Circuit staff, where all the rules for using the track were illustrated, with particular reference to the signal flags, and the behavior to be adopted in the cases reported by the course marshals ; d) in the absence of the parental authority, the activities referred to in letters b) and c) above must be carried out by a delegate, equipped with a specific and valid proxy issued by the parental authority, accompanied by a copy of a valid document of identity of the delegator himself; in this case the signing of the code of conduct, to which this regulation is attached, must be carried out by the delegate.

prior to entry, the route will be signed by the delegate, who must also show and issue a copy of their identity document; the delegate undertakes to indemnify and hold harmless the Manager from any prejudice he must suffer inter alia as a result of damage suffered / caused by the minor and the invalidity / ineffectiveness / non-enforceability of the code of conduct signed. It remains at the sole discretion of the manager to evaluate and authorize access to minors under the age of 14.

5.5. The User is obliged to comply with the instructions and requirements given by the track staff appointed by the Manager, in addition to the signs present on the Circuit.

5.6. Motorcycle drivers are obliged to enter the track equipped with a helmet approved for road traffic, a full leather suit, gloves, boots, back protector and more generally with everything necessary to guarantee their safety according to the practice of the sector and kept account of the type and power of the vehicle used.

5.7. Car drivers are obliged to enter the track equipped with a helmet approved for road traffic and to circulate with their seat belts strictly fastened, without prejudice to the need for all the equipment that may be required for the use of particular types of vehicles according to industry practice in consideration of the type and power of the vehicle used.

5.8. Only vehicles equipped with silencer or db-killer, technically adequate, suitable for the particular circulation activity on the track, with tires in good condition, may be admitted to the track; the existence of this requirement is certified by the User at the time of signing the code of conduct, however without prejudice to the Operator's right to prevent the use of the Circuit by vehicles deemed not to comply with what is certified by the User and / or the provisions of the law and industry practices and / or whatever is necessary for the purposes of compliance with the safety standards of the Circuit.

5.9. It is forbidden to transport people and / or things on motor vehicles.

5.10. It is forbidden to transport people and / or things on motor vehicles, except for the presence of the instructor / qualified person on the occasion of courses and / or demonstrations and / or events in which the presence of the passenger in the vehicle is permitted by the regulations and / or from practice (such as "safe driving" courses - "Open Pit Lane" - "Company incentives", etc.), subject to the signing by the aforementioned passenger of the Code of Conduct - Circuit Regulations.

5.11. The number of vehicles that can circulate on the track at the same time will be established from time to time by the Track Managers, at their sole discretion.

5.12. If the Operator displays the stop sign (red flag) in a point of the track, the vehicles circulating on the track will be obliged to slow down and move immediately to the nearest exit at speed and with attention appropriate to the reported situation of danger. They must likewise comply with any other order and / or provision of the Manager. To this end, the User declares to know the meaning of the commonly used flags, the meaning of which is in any case displayed on the Circuit.

5.13. Vehicle drivers are prohibited from getting out of the vehicles themselves and from walking on the track and in its vicinity. In the event of a forced stop, the driver must go as far as possible from the track and wait for the arrival of the service personnel.

5.14. Vehicles must circulate counterclockwise. Any dangerous maneuver is absolutely forbidden and in particular reversing or turning in the opposite direction, making sudden and unjustified changes of direction, and reverse; all even for short stretches.

5.15. Apart from cases of sporting competition, speed races and / or betting are prohibited.

6. Sporting competitions - Concession of the Circuit to organizers of motorcycling - recreational and sporting events

6.1. The subjects (the "Organizers") who have been granted the use of the Circuit for the purpose of use, for whatever reason, by a plurality of third parties are required to have each third user of the Circuit sign the authorizations required by part of the competent sporting and administrative authorities and the Code of Conduct - Track Rules.

6.2. The methods of the competitions will be submitted in advance to the Manager, who reserves the right to impose the adoption, at the expense of the Organizers, of those measures that it deems - at its sole discretion - necessary and / or appropriate for the safety and decorum of the Circuit, as well as to provide directly at the expense of the Organizers for all or part of the services in the event of their inaction. The granting of the use of the Circuit to the Organizers will not, in any case, entail any liability on the part of the Manager regarding the conduct of the event, remaining in any case subject to the provisions of art 6.3.

6.3. The Organizers will indemnify and hold harmless the Manager from any prejudice they may suffer due to circumstances arising and / or related to the use of the Circuit by themselves and / or by the plurality of third-party users.

6.4. In the event of a conflict between the clauses contained in any concession contract in use concluded between each Organizer and the Manager, the aforementioned contract will always prevail over these Regulations.

7. Economic conditions

7.1. The entry and use of the Circuit is subject to the payment of the fee provided by the Manager. In the event of events, events and related tests, the economic conditions will be established from time to time by the Manager based on the nature, duration and importance of the events themselves, as well as on the basis of the services requested.



PRIVACY DISCLAIMER

Pursuant to art. 13 of EU Regulation 679/2016 (the "Regulation"), CREMONA CIRCUIT S.R.L., as Data Controller based in Rubano (PD), via Marconi n. 48 / A, wishes to provide you with some information relating to the purposes and methods of processing your personal data.

The data you provide will be used according to the principles of necessity, lawfulness, correctness, proportionality and transparency for the following purposes:

- i) provision of the requested service through the appropriate booking procedure on the website www.cremonacircuit.it or directly at our motorcycling circuit in San Martino del Lago (CR), Strada Giuseppina n. 2 (the "Circuit"), and the timely fulfillment of all the obligations imposed on us by the contract, including those deriving from laws, regulations or decisions of Authorities, as well as for defense needs;
- ii) follow up on your questions regarding our services / promotions / offers and be able to contact you to provide you with the requested information;
- iii) customer registration at the website www.cremonacircuit.it: the data communicated by you when registering on the site will be used to create the user account;
- iv) newsletters and other promotional communications: your e-mail address may be processed for the purpose of sending promotional communications relating to the services we offer, unless you object in the manner better specified below. Cremona Circuit, in fact, if you are already our customer, believes that it can process your e-mail address to pursue a legitimate interest in carrying out direct marketing activities pursuant to and for the purposes of art. 6, par. 1, lett. f) of the Regulations. In other cases, however, in which we believe that our legitimate interest does not exist, we will send you our newsletter only with your express authorization;
- v) publish the driver's name or pseudonym in the "live timing" section of the website www.cremonacircuit.it referring to the free practice day in which the driver participated.

We specify that the provision of your data for the purposes referred to in points i), ii) and iii) is necessary to be able to conclude and execute the contractual relationship and / or your request for information or to create a personal account and this constitutes the legal basis of the processing, while it is optional with reference to the other purposes referred to in this information. In particular, as regards the purpose referred to in point iv), the legal basis is that already indicated above, while for the purpose referred to in point v) your consent is required.

In addition to the aforementioned treatments, Cremona Circuit, making use of electronic signature procedures, also allows, in full compliance with the Regulations, of Legislative Decree 82/2005 (Digital Administration Code) as well as the Decree of the President of the Council of Ministers of 30 March 2009, to proceed with the signing of the "Disclaimer" form - which will be submitted to you at the end of the booking procedure on the site or directly at the Circuit - in electronic format.

In particular, the technology developed for the graphometry signature allows you to sign the document directly on the screen of a tablet and the document thus signed takes on computer characteristics that guarantee its integrity and unchangeability over time. The graphometry data collected in this way (position, time, pressure, speed and acceleration), in addition to the image of the subscription, are then encrypted, enclosed and electronically sealed within the IT document to which they refer, with programs that guarantee security and the privacy of the signatory.

You can find all the details relating to the graphometry signature on our website www.cremonacircuit.it or you can request more information by contacting us at the following e-mail address: privacy@cremonacircuit.it Rev. 1 of 25/05/2018.

We inform you that the processing of the biometric data collected in this way, as data belonging to the so-called particular categories, requires your explicit consent pursuant to art. 9, par. 2, lett. a) of the Regulations. In the event that you do not want to give consent to the use of the graphometry signature, you will still be given the opportunity to proceed with the signing of the document on paper and thus take advantage of our services.

In any case, you can withdraw your consent at any time by sending a request by registered letter with return receipt to Cremona Circuit S.r.l., San Martino del Lago, strada Giuseppina n. 2, but in this case your signature will have to be scanned again on paper.

All your data will be recorded and processed by Cremona Circuit with logic strictly related to the purposes referred to in this information and, in any case, in order to guarantee the security and confidentiality of the data.

In particular, Cremona Circuit collects and processes data both directly, in its capacity as Data Controller, and by making use of persons authorized to process it or other subjects who will act as managers pursuant to art. 28 of the Regulation (such as, by way of example, IT service providers, consultants and other subjects who process data relating to Cremona Circuit customers on behalf of the same).

The data will not, in any case, be disseminated, unless it is necessary in compliance with legal obligations imposed on the Data Controller or for defensive purposes before the judicial authorities.

Your personal data will be kept for the time strictly necessary for compliance with regulatory provisions relating to the type of service provided by Cremona Circuit and the administrative and fiscal regulations.

In particular, your e-mail address, for information purposes and for sending updates and news relating to commercial initiatives, other advertising and promotional material, as well as to communicate initiatives and other events, will be kept for a period of 24 months, without prejudice to the hypothesis of further sales and / or requests on your part that may occur within this period of time and / or the need to keep the data for other legitimate purposes of Cremona Circuit.

As regards the graphometric data, however, these will be kept, within the limits of the purposes indicated, for the period of time established by the legislative provisions in force for the conservation of the deed or document to which the signature refers, without prejudice to the need to their conservation due to any disputes in court.

At any time you can contact us at the e-mail address privacy@cremonacircuit.it to know the updated list of the Data Processors, as well as to have full clarity on the operations we have reported to you and to exercise the rights of access, rectification, cancellation, limitation as well as the right to object to the processing and to withdraw consent pursuant to articles 15 to 22 of the Regulation.

You also have the right to the so-called portability of personal data pursuant to art. 20 of the Regulation.

Finally, we inform you that pursuant to art. 77 of the Regulation, if you believe that the processing that concerns you violates the aforementioned Regulation, you have the right to lodge a complaint with a supervisory authority, particularly in the Member State in which you usually reside, work or where the alleged violation has occurred. This authority, as regards the Italian territory, is the Guarantor for the protection of personal data who can be contacted in the following ways:

- Tel.: +39 06.69677.2917
- E-mail: urp@gpdp.it
- Post: Guarantor for the protection of personal data, Piazza Monte Citorio n. 121, 00186 - ROME

Furthermore, if you no longer intend to receive commercial communications from Cremona Circuit, at any time you have the right to revoke your authorization by forwarding your request to privacy@cremonacircuit.it, or by clicking the appropriate link within each e-mail with advertising content to request the deactivation of the service.