

I the undersigned* _____ born in* _____

born on* _____ resident in* _____ prov. * _____ Zip Code* _____

address* _____

driver's license type.* _____ n.* _____ expiry date* _____

e-mail* _____ phone n. _____

vehicle _____ emergency contact phone _____

Request to use, at my own risk and peril, the track of the **Mugello Circuit**, without any exclusivity rights, on the day of, _____ with the understanding that **Promo Racing S.r.l.** reserves the right to modify, suspend or interrupt track usage at any time, including during sessions. It is strictly forbidden to transfer the track access pass to third parties.

In relation to the above request, I declare:

- 1) To use the track under the terms and conditions set forth in the Circuit General Regulations, already accepted by me, and to comply with any further instructions provided by the Circuit Management and **Promo Racing S.r.l.**;
- 2) That I have been informed of, and have reviewed, the safety measures and available first aid services and have found them adequate;
- 3) That I am, and will be at the time of accessing and/or using the track, in a psychophysical condition suitable for driving, in compliance with regulations and the provisions of the competent Sports Federations;
- 4) That I am aware that driving on the track is an inherently dangerous activity, and I hereby accept full responsibility for any associated risks;
- 5) That I acknowledge and accept that staff and/or management may at any time, and at their sole discretion, modify, limit, or interrupt the use of the track and/or facilities, and I expressly waive any claims or compensation from **Promo Racing S.r.l.** in this regard;
- 6) I, on my own behalf and on behalf of my successors and assignees (by whatever entitlement and for whatever reason), hereby represent that I shall fully hold harmless **Promo Racing S.r.l.** against any and all obligations to pay compensation, in whatever form and for whatever reason, as a damage, indemnity or refund, in case of accident, whatever its duration, effect and consequences that may be incurred by me, the undersigned, as a result of the practice, and whatever the reason for such accident and the person liable, including me, the undersigned, **Promo Racing S.r.l.**, its organization and all its responsible persons and employees.
- 7) The undersigned declares that he/she has personally verified the current conditions of the track, accepts them, and assumes full responsibility for any accidents and for any resulting damages or losses that may be incurred by himself/herself or his/her property, or by third parties and their property, including drivers and any passengers carried, companions, mechanics, etc., as well as for any damage to the facilities of the Mugello Circuit, thereby releasing **Promo Racing S.r.l.** and its staff from any and all liability.
- 8) I, the undersigned, further undertake to:
 - (i) comply, and cause any parties carried and any accompanying persons to comply, with the Circuit General Regulations and all the instructions given by the personnel and the Management of the Circuit, and henceforth allow the performance of any such inspection or control as the personnel and/or however the Management of the Mugello Circuit may deem necessary and/or appropriate;
 - (ii) drive, and/or cause any persons carried to drive, in addition to the provision of (i) above, in an appropriate manner in consideration of the weather conditions, visibility and track conditions;
 - (iii) use, and cause any third parties carried, to wear protection clothing and a homologated helmet as prescribed by the applicable laws and/or regulations and the norms of the competent sports authorities;
- 9) **Media Consent:**
Photographs and video footage (hereinafter "Material") may be taken by or on behalf of **Promo Racing S.r.l.** during the Event. I irrevocably authorize **Promo Racing S.r.l.** and its affiliated companies to use such Material, including on the internet and social networks (e.g., Facebook, Twitter, Instagram), without limitations on time, territory, or frequency, for institutional and promotional purposes, pursuant to Art. 96 of the Italian Copyright Law and Art. 10 of the Italian Civil Code;
- 10) **Furthermore, I declare:**
 - (i) That I have reviewed and unconditionally accept the **General Regulations of the Autodrome** and all safety rules;
 - (ii) That the vehicle I intend to use is fully suitable for track use;
 - (iii) That I shall not authorize any other person to drive the vehicle, and I accept full civil and criminal liability for any unauthorized use;
- 11) That I acknowledge a transponder will be issued to me during the day, and that in the event of any damage (even partial), loss, or theft, I shall be required to reimburse the full replacement cost;

I, the undersigned, hereby expressly confirm all the foregoing for all purposes of the law.

Date _____

Signature _____

In accordance with Articles 1341 and 1342 of the Italian Civil Code, I hereby declare that I have carefully read and specifically approve the clauses in points 4, 5, 6, 7, 9, 10 and 11 of this document.

Date _____

Signature _____

I also declare that I have read and understood the on-track behavior rules and the "safety briefing" provided electronically, and I undertake to comply with such rules.

Date _____

Signature _____

I expressly consent to the processing of my personal data, excluding sensitive data, by **Promo Racing S.r.l.** and its authorized personnel for marketing, promotional, and commercial communications, including the sending of informational and advertising material, with no disclosure to third parties.

Date _____

Signature _____

1. PURPOSE AND PROCEDURE FOR THE PROCESSING OF PERSONAL DATA

Your personal data collected in the "CUSTOMER RESPONSABILITY ASSUMPTION" form will be processed by Promo Racing S.r.l. to allow you to have access and use the racetrack and all the other facilities of the circuit and to comply with the safety regulation ("Service"). The personal data you provide will be processed in hardcopy, by automated or electronic mean.

2. CONSEQUENCES OF FAILURE TO PROVIDE YOUR PERSONAL DATA

Submitting your personal data is never mandatory. However, not providing the data marked as mandatory will prevent Promo Racing S.r.l. from providing you the Service. On the other hand, not providing the optional data will allow you to access the Service anyway.

3. THIRD PARTIES WHO MAY HAVE ACCESS TO YOUR PERSONAL DATA

Your personal data may be processed, according to the applicable law, by Promo Racing S.r.l. and/or other legal entities located in EU Member States or in countries outside of the EU, under specific contractual obligations.

Your personal data may be processed by third parties in charge of providing the Service and by data processor(s) or companies the personal data have been communicated to, as provided below.

THIRD PARTIES TO WHOM YOUR PERSONAL DATA MAY BE DISSEMINATED OR COMMUNICATED

Your personal data may be communicated to third parties according to legal requirements, in execution of public authorities orders or to exercise data controller rights before judicial authorities.

4. DATA CONTROLLER AND DATA PROTECTION OFFICER

The data controller is Promo Racing s.r.l., with registered in Viale dei Mille, 18/B 50131 Firenze (FI), Italia.
You can contact the data controller at the email addresss: promoracing@pec.promoracing.it

5. DATA RETENCION

The Data processed to provide the Service and the Customer Satisfaction will be kept by the Company for the period deemed strictly necessary to fulfil such purposes. Concerning the Data processed for the provision of the Service, the Company may continue to store these Data for a longer period, as may be necessary to protect Company's interests related to potential liability related to the provision of the Service.

6. YOUR RIGHTS

You can exercise the following rights:

1. right to access means the right to obtain from the Company whether your Data are being processed and, where applicable, have access to them;
2. right to rectification and right to erasure means the right to obtain the rectification of inaccurate and/or incomplete Data, as well as the erasure of Data when the request is legitimate;
3. right to restriction of processing means the right to request suspension of the processing when the request is legitimate;
4. right to data portability means the right to obtain Data in a structured format, ordinary used and readable, as well as the right to transfer Data to other controllers;
5. right to object means the right to object to the processing of Data when the request is legitimate, including when the Data are processed for marketing or profiling, if applicable;
6. right to lodge a complaint with a supervisory authority in case of unlawful processing of Data;

You can exercise the abovementioned rights by writing to Promo Racing s.r.l., Viale dei Mille, 18/B 50131 Firenze (FI) Italia, or to the email address: promoracing@pec.promoracing.it .

Date _____

Signature _____



**ASSUMPTION OF RESPONSIBILITY:
USE OF TRACK (driver/rider)**

FORM no. **M-126**

Rev. 5 of 30.12.21

MUGELLO CIRCUIT S.p.A.
Via Senni 15, Scarperia e San Piero (FI)

The undersigned*:			
Born in*:		on*:	
address/street*:		no.*:	
town/city*:		Postcode*:	
Phone no.:		email:	
Driving licence:		Issued by:	
Competition licence:		Category:	
Vehicle type:		Registration number:	
Group/class:		Cc:	

REQUESTS

to use, at his/her own risk and peril, with/without exclusive rights on [redacted] the track of the Mugello International Circuit, it being understood and agreed that MUGELLO CIRCUIT S.p.A. (hereinafter, also "Circuit") reserves the right to modify or interrupt (temporarily or permanently), even during the test, the use of the track.

In relation to the above request the undersigned person declares:

- That he/she will use the track under the conditions provided for by the General Regulations of the Circuit, already duly accepted, and will comply in full with the conditions contained therein for the use of the Paddock Area and the stay inside the Circuit, as well as all safety measures and in compliance with the additional information that will be provided by MUGELLO CIRCUIT S.p.A. and by the event organisers.
- That he/she has read and been informed of the safety measures and first aid facilities available, and has approved them.
- That at the time of accessing and/or using the track, he/she is in the mental and physical conditions necessary to drive a vehicle in accordance with applicable provisions of the Highway Code, and with the regulations and guidelines of the competent Competitive Federations.
- That he/she is aware that driving on the track is a dangerous activity and therefore he/she accepts full responsibility for the risks involved.
- That he/she is aware and accepts the fact that the personnel and/or in any case Management of the Circuit may, at any time, vary, limit and/or interrupt the use of the track and/or facilities, in any case and at its discretion, hereby waiving any and all claims, including compensation, against MUGELLO CIRCUIT S.p.A..
- That he/she indemnifies, within the limits provided by applicable laws, both in his/her own name and for his/her successors and assignees for any reason whatsoever, MUGELLO CIRCUIT S.p.A. from any and all obligations to pay compensation of any kind, as compensation for damages, indemnities, refunds, etc., in the event of any accident, whatever its duration, its outcome and related consequences that may occur to the undersigned during the test, and whatever the cause of the accident may be, attributable to any party, including the undersigned, MUGELLO CIRCUIT S.p.A., its organisation, its supervisors and employees, except in the case of wilful misconduct or gross negligence on the part of MUGELLO CIRCUIT S.p.A., its organisation, its supervisors and employees, as well as the personnel it employs to carry out the services connected with the Event.
- That he/she indemnifies, within the limits provided by applicable laws, both in his/her own name and for his/her successors and assignees for any reason whatsoever, MUGELLO CIRCUIT S.p.A. from the claims that could be made for any reason whatsoever by third parties, as a consequence of the use by the undersigned of the track of the Circuit. The undersigned relieves MUGELLO CIRCUIT S.p.A., its personnel and the people in charge of the Circuit, from every and any responsibility that may arise as a consequence of the activity that the undersigned intends to carry out inside the Circuit, except in the case of wilful misconduct or gross negligence on the part of MUGELLO CIRCUIT S.p.A., its organisation, its supervisors and employees, as well as the personnel it employs to carry out the services connected with the Event.
- That he/she has adequate personal insurance cover against any accident, with certification of the limits of liability, of payment of the premium, as well as of the waiver to the right of compensation as per Article 1916 of the Italian Civil Code.
- The undersigned person shall also:
 - observe, and ensure any passengers and accompanying persons observe, the General Regulations of the Circuit and all instructions given by the personnel and by the Management of the Circuit, and hereby allows any inspections or checks that such personnel and/or in any case the Management of the Circuit may consider necessary or appropriate;
 - adapt his/her driving, and/or will ensure that the behaviour of any passengers or accompanying persons conforms to the provisions of the above paragraph, to the weather conditions, visibility and track surface;
 - use, and ensure any passenger uses, the protective clothing and helmet approved in accordance with the applicable laws and regulations of the competent authorities.
- In consideration of the foregoing, the undersigned person also declares:
 - that he/she has read and unconditionally accepts the General Regulations of the Circuit, including the rules and precautions, and all other conditions to observe to use the track and relative facilities/equipment;
 - that the vehicle used is fully suited for the activity the undersigned person intends taking part in, and as regards sound emissions, it meets the requirements in section 4.4 of the General Regulations of the Circuit.
 - that he/she will not allow the vehicle to be driven by any other person, accepting all civil and criminal liability towards third parties or assignees.

The undersigned person expressly confirms all of the above, for all legal purposes.

Signature in full [redacted]

In accordance with Articles 1341 and 1342 of the Italian Civil Code, the undersigned person confirms that he/she has read the contents of points 4, 5, 6, 7, 8, 9 and 10 of this document and specifically approves them in writing.

Date [redacted]

Signature in full Mr/Ms [redacted]

For acceptance
Mugello Circuit S.p.A. [redacted]



**ASSUMPTION OF RESPONSIBILITY:
USE OF TRACK (driver/rider)**

FORM no. **M-126**

Rev. 5 of 30.12.21

PRIVACY POLICY

In compliance with current legislation on the processing of personal data, as defined by the provisions contained in Articles 13 and 14 of Regulation (EU) 2016/679 ("European privacy legislation [GDPR]"), this privacy policy describes the processing activities of personal data carried out by Mugello Circuit S.p.A. ("Mugello Circuit").

A - Purpose of Data Processing

The personal data provided hereunder ("Data") will be processed to (i) provide the requested service as well as (ii) fulfil any and all legal obligations in connection with the services (hereinafter, collectively, the "Activities").

The types of Data that Mugello Circuit processes are personal identification and contact data provided directly by you as part of this document.

B - Method of Data Processing

Your personal data will be processed using the appropriate printed and electronic means, strictly in relation to the purposes and in a way that guarantees the protection, confidentiality and security of the data in accordance with the GDPR.

C - Legal basis for Data processing

Data processing takes place in accordance with Article 6 (1) (b) of the GDPR, in the performance of the contract, as well as in accordance with Article 6 (1) (c) of the GDPR, i.e. to fulfil a legal obligation to which Mugello Circuit is subject.

D - Consequences of refusal to provide Data

The provision of Data is in principle optional; however, if the Data are not provided, it will be impossible to carry out the Activities.

You are, in any event, required to provide Data in those cases expressly provided for by law and/or by tax and administrative provisions; in such cases, refusal to consent to the processing and disclosure of the Data as requested, will mean that Mugello Circuit is unable to fulfil the corresponding legal, administrative and/or tax obligations.

E - Other persons who may process the Data

The Data may be processed by persons working on the Company's behalf and on the strength of specific contractual obligations (e.g. security and surveillance companies, etc.) in EU or non-EU countries.

The Data may be disclosed to third parties in order to fulfil legal obligations, to comply with orders of the authorities or to exercise a right of the Company in legal proceedings. The Data will not otherwise be disclosed.

F - Transfer of Data outside the European Economic Area

In the context of contractual relations of the Mugello Circuit, the Data may be transferred outside of the European Economic Area ("EEA"), and may also be included in databases operated by third-party companies working on Mugello Circuit's behalf. The management of databases and processing of Data are restricted to the purposes for which the data were collected and will take place in strict compliance with the GDPR. Whenever the Data are to be transferred outside of the EEA, Mugello Circuit will take all the contractual measures that are necessary and appropriate to guarantee a suitable level of data protection including - among others - any agreements based on the standard contractual terms for transferring data outside the EEA, approved by the European Commission.

G - Data Controller and Data Protection Officer

The Data Controller is Mugello Circuit S.p.A., headquartered at Via Senni 15, 50038 Scarperia e San Piero (FI), Italy.

You may contact the Data Protection Officer of the Ferrari Group at the following email address privacy@ferrari.com.

H - Data Retention

Data relating to:

- accounting and billing records are also kept for 11 years in compliance with applicable tax laws;
- the management of entries to the Circuit are kept for five years to protect the company's assets in case of theft or illicit acts of any kind;
- this disclaimer are kept for 10 years from the event in which you participated;
- the track images are kept for five days, except in case of an accident for which the fragment of the video with the event is saved for 10 years.

Data may be kept for a longer period, to manage any disputes relating to the Activities.

I - The rights of the Data Subject

You have the following rights:

1. the right of access, in other words, the right to obtain from Mugello Circuit, confirmation of whether the Data are being processed and if they are, to access them;
2. the right to rectification and erasure, the right to obtain rectification of inaccurate data and/or the integration of incomplete Data or the erasure of data for legitimate reasons;
3. the right to limit the data processing, in other words, the right to request suspension of processing if there are legitimate reasons;
4. the right to data portability, in other words, the right to receive the Data in a structured, commonly used and machine-readable format and send it to another data controller;
5. the right to object, in other words the right to object to the processing of Data if there are legitimate reasons;
6. the right to contact the competent data protection authority in the event of the unlawful processing of Data, that can be contacted at www.garanteprivacy.it.

You may exercise these rights by contacting Mugello Circuit S.p.A., via Senni 15, 50038 Scarperia e San Piero (FI), Italy, or at the following email address: privacy@mugellocircuit.com.

The deadline for replying to the Data Subject is one month, which can be extended up to two months in particularly complex cases. The exercise of these rights is, in principle, free of charge; Mugello Circuit reserves the right to ask for a contribution in the event of manifestly unfounded or excessive (also repetitive) requests, also in light of the indications that the Italian Data Protection Authority may provide.

I have read and understood the privacy policy above

Place and date _____

Signature _____