

DATA PROTECTION NOTICE

Pursuant to the General Data Protection Regulation n. 679/2016 (“GDPR”) and the local applicable law, please be informed that Automobili Lamborghini S.p.A. (“Lamborghini”) in its quality of Data Controller will process your personal data (the “Data”) in compliance with applicable laws. Please note the following terms.

Purposes and legal bases of processing. Consequences of not providing your personal data

Lamborghini collects and processes the personal data you provide for the following purposes:

- a) management of the relationship with the data subject for the participation in the Event, and, particularly, in order to formalize your registration and carry out the formalities arising from registration, as well as for the provision of the information, assistance, and services requested;
- b) relationship that Lamborghini has been entered into with you; and
- c) for marketing purpose and advertising, sending newsletter, for market research and surveys made by Lamborghini and its official network.

The provision of data for the purpose specified in letter a) is necessary in order to manage your participation in the Event. Your refusal to provide personal data may prevent you from participating in the Event. Collection of the abovementioned information is connected to the pursuance of the obligations arising from the contractual relationship that Lamborghini has been entered into with you.

The provision of data for the purpose specified in letter b) is discretionary and based on your consent. Your refusal shall not prevent you from participating in the Event, consequently.

The provision of data for the purpose specified in letter c) is necessary aiming to fulfil any legal and regulatory obligation. Your refusal to provide personal data may prevent you from participating in the Event.

The provision of data for the purpose specified in letter c) is discretionary and based on your consent. However, your refusal will not prevent you from participating in the Event.

Method of processing and storage of personal data

Lamborghini processes your personal data either with or without electronic tools, and in any case in compliance with the security requirements requested by applicable laws. Only duly authorized Lamborghini personnel will have access to your personal data.

Your personal data will be kept for the time strictly necessary to achieve the purposes they have been collected for and in order to comply with applicable law and regulatory obligations. The data will be either deleted or permanently anonymized once the abovementioned purposes have been achieved, unless Lamborghini is required to keep the data for a longer period due to law or regulatory obligations, as well as in case of judicial proceedings or investigations.

Disclosure of your personal data to third parties

According to the Regulation, your personal data obtained from time to time for the purposes specified above, may be disclosed to companies belonging to either the Volkswagen-Audi group, to which Lamborghini belongs, possibly based in countries not belonging to the European Union. However, such transfer to third parties countries will comply with the provisions of the Regulation, by means of the implementation of all necessary measures to ensure the security of the data transferred, including the execution of contractual agreements based on the standard contractual clauses developed by the European Commission.

Your personal data may also be disclosed to natural and legal persons if such disclosure is necessary or desirable for the administrative and organizational management of the Event, to banking institutions in order to manage collections and payments, to insurance institutions, to collaborators, interns and consultants that have been specifically instructed within the framework of their relative duties and to photographers acting as independent data controllers or as external professionals appointed by virtue of specific contracts to take photographs of fixed or moving subjects or produce images of such subjects. Your personal data will not be disseminated.

Controller and Data protection officer

Automobili Lamborghini S.p.A., with registered office in via Modena 12, 40019 Sant’Agata Bolognese (BO), Italy is the Data controller. The Data Protection Officer is domiciled in the Data controller’s offices and can be contacted at the following email address: dpo@lamborghini.com.

Authorization to take photos / to film: release and indemnity

Participant authorises Lamborghini and/or third parties authorised by Lamborghini to take photos and/or shoot audio-visual works (hereafter referred to as “Content”) of their persons and/or items of any brands that they own during and in the context of the event. Participant agree to surrender to Lamborghini, at no charge whatsoever, unlimited rights to the Content that Lamborghini and/or third parties authorised by Lamborghini take or film during the Event. The surrendering of rights gives Lamborghini the right to use, reproduce, publish, communicate, distribute, market such Content for any scope and in any way and form, in any type of support, in any manner or media (whether now known or hereafter developed or discovered,

such as – by way of an example but not limited to – web and social channels such as: LinkedIn, Facebook, Twitter or Youtube), anytime and in any part of the world, with the right to assign or grant its use to third parties (“*Reproduction Rights*”). *Reproduction Rights* include the right to reproduce/have reproduces and/or publish/have published and/or transmit/have transmitted and/or disseminate/have disseminate such Content by any means, mode, form and manner, original or derivative, direct or indirect, temporary or permanent (including, but not limited to, journals, catalogues, television, newspaper, magazines, interactive and non-interactive multimedia exploitation, on-line and off-line use, websites, social media, home video and commercial video, cable, satellite, internet technology, e-book, reproduction and use through audiovisual media of any kind such as videotapes, film, slides, tapes, CDs, CD-Roms, CD-TVs, DVDs, databases, electronic media, magnetic media and any other analog or similar to the above existing or future) and through any distribution platform. Additionally, Lamborghini shall has the exclusive and unlimited rights to rework and use the Content in any manner and form and in any type of medium, whether existing or future in Italy and worldwide, including the right to assign the rights on such new works to third parties (the “*Rights to Re-elaborate*”). The Entrants acknowledges and accepts that the right to use Content are granted free of charge, without time and geographical limitations and for any purpose, including commercial and marketing activities. Therefore, the Entrants will not claim to obtain a fee for such authorization. The Entrants declares that has no claim against Lamborghini for the grant of rights to the Content. The rights to the Content are granted without limitation of time and worldwide. Without prejudice to the above, the Entrants indemnify and hold Lamborghini harmless from any claims, including those of third parties, for any reason, arising from the violation – by way of example but not limited to – of its own obligations set forth in different agreements; as well as from any damage, cost and expense, including any legal fees, that Lamborghini may incur in this regard. Additionally to the above, the Entrants indemnify and hold harmless Lamborghini and/or owners of specific rights against third party claims pertaining to the right to utilise the aforementioned Content. The Content will be in full respect of the dignity of the subject shot and therefore it will not be implemented a use that in any way can even potentially harm the honor, reputation or dignity of the subject portrayed. The Entrants authorizes Lamborghini to transfer the rights on the Content hereby granted to third parties at the same terms and conditions hereby set forth. Because of the foregoing, the Entrants declares that she/he has nothing to claim against Lamborghini and to Volkswagen-AUDI Group which Automobili Lamborghini S.p.A. is part of, or to suppliers, sponsors, or distributor of the latter for the granting of rights to the Content hereby set forth.

IT IS EXPRESSLY UNDERSTOOD THAT IN CASE PARTICIPANT DOESN'T WANT TO GIVE THEIR AUTHORIZATION TO LAMBORGHINI AND/OR THIRD PARTIES AUTHORIZED BY LAMBORGHINI TO TAKE PHOTOS AND/OR SHOOT AUDIO-VISUAL WORKD OF THEIR PERSONS AND/OR ITEMS OF ANY BRANDS THAT THEY OWN DURING AND IN THE CONTEXT OF THE EVENT MUST NOTIFY WITH A WRITTEN COMMUNICATION TO LAMBORGHINI THEIR NON-AUTHORIZATION TO USE - FOR THE AFROMENTIONED PURPOSES AND THROUGHT THE AFROMENTIONED COMMUNICATION CHANNELS - THE CONTENT CREATED DURING THE EVENT. THE COMMUNICATION MUST BE SENT TO LAMBORGHINI WITHIN AND NO LATER THAN 72 HOURS FROM THE DAY OF THE EVENT. WITH THIS COMMUNICATION THE PARTICIPANT WILL MUST SHARE THE ID DOCUMENT TO ALLOW THE CORRECT IDENTIFICATION OF THE PARTICIPANT. IN THE ABSENCE OF SUCH NOTIFICATION LAMBORGHINI SHALL BE ENTITLED TO USE THE CONTENT IN THE MANNER AND FOR THE PRPOSES SET OUT ABOVE, AND THE PARTICIPANT SHALL HAS NO CLAIM IN THIS REGARD.

“Lamborghini” and “Automobili Lamborghini” trademarks, logos, industrial property rights, copyrights and services offered by third parties through the website or by links to third party websites

Be aware that none of the above is public domain. Being entered for the Event does not confer any rights on the registered trademarks “Lamborghini” and “Automobili Lamborghini” or the logos, nor any authorization for use of the above. You will not use or register names, trademarks, or other distinctive signs in combination with the names or registered trademarks of “Lamborghini” and “Automobili Lamborghini” and/or with similar easily confused graphics.

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Some of the services offered on this website may include links to third party websites. You have been informed and accept that Lamborghini cannot be held responsible for the examination or for the evaluation of the content or of the accuracy of this material or of the third-party websites. Lamborghini cannot guarantee or confirm or have any responsibility for the material or websites of third parties, nor for other material, products or services of third parties. The links are there for your convenience. You must accept that you will not use material from these third parties in any way that can infringe or violate their rights, and that Lamborghini will not be held in any way responsible for any use in this sense on your part.

Causes of “Force Majeure”

In the event of any acts of “force majeure”, Lamborghini will be released from any obligation to provide the services stipulated and will be held blameless for the above or similar, as it will not be in a condition to carry out these services. The term “force majeure” encompasses the following: strikes, bad or unsuitable weather conditions, wars, civil or military disorders, uprisings or riots, natural calamities, pillaging, arbitrariness of public authorities acts of terrorism and unavailability of the lake due to its conditions and subject to the final judgement by the responsible company or authority.

Lamborghini is indeed subordinated to the reception of a final and official declaration from its insurance company in charge about the feasibility of the Event based on the conditions of the weather and referring to the necessary guarantees of safety for all the participants, guests, staff, personnel involved. The mentioned final and official declaration is included in the definition of “Force Majeure”.

If one of these Events occur and it is no longer possible to provide services, Entrants will waive the right to any reimbursement, compensation or indemnity. The only possible exception to this would be in the case of damages covered by the insurance policy regarding the Event. However, there is no legally enforceable claim.

Insurance and indemnity

Each participant shall take part on his own responsibility. Lamborghini refuses all demands and claims for injury/damage to person/property of participants, drivers, assistants and third parties. In accordance with the Italian law, Lamborghini has drawn up a civil liability insurance policy for the organisation of the Event. Entrants agree to obtain insurance in conformity with current law and agree to release Lamborghini and any of their staff or collaborators involved in the Event, owners of land and property through which the Event passes, from any responsibility for damage or injury to themselves and their objects, or damage or injury caused to third parties or objects belonging to them.

Your rights

You can contact Lamborghini at the following phone number +39.051.9597282, in order to obtain an updated list of our Processors and the persons and entities to which data is disclosed, as well as to exercise your rights under articles 15-22 of the Regulation at any time, e.g. obtain confirmation as to whether or not personal data concerning him or her exists, check its content, source, request data portability, restrict the processing, object to the processing on legitimate grounds, such as object to marketing activities. You have the right to revoke your consent at any time, as well as to lodge a complaint with the supervisory authority (Garante per la Protezione dei Dati Personali).