

# GENERAL TERMS AND CONDITIONS FOR LAMBORGHINI ACCADEMIA

## 1. The Contract

### 1.1

A contract for the participation in the event Lamborghini Accademia (hereinafter referred to as the 'Event') organized by Automobili Lamborghini S.p.A., via Modena n. 12, 40019, Sant'Agata Bolognese, Italia, (hereinafter referred to as 'Lamborghini') will be concluded only when the client (hereinafter referred to as the 'Client') has received confirmation from Lamborghini that their booking (hereinafter referred to as the 'Booking') has been accepted and full payment of the Price has been made. Once the Booking has been accepted and full payment has been made, a legally binding contract (hereinafter referred to as the 'Contract') will exist between both parties (hereinafter referred to as the 'Parties' and individually as the 'Party'). This also means that the Client will not have a reservation for the event until their payment has been made. Save for the services specified in the Contract, any and all other costs associated with the participation in the Event shall be borne solely by the Client.

### 1.2

If the Client books (a) as a team, club, organization, etc. or (b) for other persons/legal entities ((a) and (b) hereinafter referred to as the 'Client's Participants'), the Client will be responsible for all the Client's Participants.

This also means that the Client must inform the Client's Participants about the Contract and its terms and conditions and privacy policy in order to oblige them to comply with these rules. If the Client's Participants fail to comply, the Client will be solely responsible for any damage that arises as a result, whether this damage is suffered by the Client, the Client's Participants, Lamborghini or others (notwithstanding the right for Lamborghini to take legal action against the Client's Participants).

The Client undertakes to hold Lamborghini harmless in respect of all possible claims from the Client's Participants against Lamborghini.

The Client acknowledges and agrees that Lamborghini, in its sole discretion, reserves the right to change any and all aspects of the Event.

## 2. The Price and payment

### 2.1

The price (hereinafter referred to as the 'Price') for the Event will be advertised on the website or in promotional literature. Lamborghini reserves the right to alter the Price, where necessary, at any time prior to acceptance of the Booking. In such circumstances, the Client will have the right to cancel their Booking and receive a full refund.

### 2.2

Prices are stated in euros and do not include VAT; the actual VAT rate will be added according to the applicable law when the transaction occurs. The invoice amount is payable without deductions. Payments by transfer to the designated account can only be made in euros. In case of money transferred from foreign countries, the Client shall bear the transfer charges. The Client may also pay by credit card. In this case, the credit card will be requested once the booking is submitted.

## **2.3**

If payments are not made or not made in full by the due dates and if the participant does not pay even after a reminder with a deadline has been sent, the Contract will not be concluded and the Client will be unable to participate in the Event.

## **2.4**

In the event that payment is not completed as specified in the previous clause, Lamborghini may demand cancellation fees as compensation.

## **2.5**

In the case of extreme weather conditions, orders issued by the relevant authorities for safety or other material reasons or as the result of circumstances unforeseeable at the time of concluding the Contract, Lamborghini reserves the right to adapt the Event programme in line with circumstances to ensure the safety of participants. Such changes shall not affect the agreed Price, as long as they do not represent a significant change to the Event.

### **3. Right for the Client to cancel**

The Client may cancel their Booking by notifying Lamborghini in writing or by email at any time. In such cases, Lamborghini will refund to the Client, as follows:

- If Lamborghini receives a cancellation notice before September 13<sup>th</sup>, the Client will receive a 25% refund of Price paid.
- If Lamborghini receives a cancellation from September 14<sup>th</sup>, no refund will be due to the Client and 100% of the Price paid will be retained by Lamborghini.

### **4. Cancellation by Lamborghini**

#### **4.1**

Lamborghini reserves the right to terminate the Contract at any time if:

(a) insufficient bookings have been taken to justify proceeding with the event (in such cases, Lamborghini will inform the Client as soon as possible); or

(b) the track owner/operator providing track space to Lamborghini cancels or materially change the services they offer; or

(c) any other matters arise which are beyond Lamborghini's reasonable control.

Lamborghini will endeavor to give as much notice of cancellation as possible and, in the event of cancellation, the Price will be refunded to the Client in full.

#### **4.2**

Under no circumstances will Lamborghini be obliged to offer any additional compensation for disappointment suffered, nor reimbursement of expenses already incurred by the Client.

## **5. Operating procedures and specific track requirements**

### **5.1**

The Event is configured as a car event and Lamborghini provides the Client with the availability of space part of a track, hospitality and other related services.

Lamborghini's obligation (best effort obligation) is to offer the Client an appropriate environment where the Client can enjoy the Event.

The Client must at all times comply with the rules set out in this Contract and with (1) any additional rules which Lamborghini may communicate to the Client before and during the event and (2) all the regulations imposed by the circuit owner/operator.

### **5.2**

To take part in the driving activity on track, the Client (or the Client's Participants) must be at least 18 years old on the day of the Event and must produce a valid driving license at the venue. They must inform Lamborghini immediately if they have been disqualified from driving or of any limitations regarding their driving license (such as driving restrictions, temporary seizure or confiscation of their driving license or any legal or official driving ban). They shall not be entitled to participate if they have been officially banned from driving or are unable to produce a valid driving license. In such cases, the Price shall not be reimbursed. Before using as either a driver or passenger a vehicle provided by Lamborghini, the relevant waiver provided by Lamborghini must be signed ("Waiver"), as a condition precedent to being allowed to use such vehicle.

### **5.3**

The use of mobile phones and smoking are not permitted while driving.

### **5.4**

In the event of gross breaches of driving discipline and/or the Waiver, Lamborghini shall be entitled to exclude the participant concerned from any further participation. The Client acknowledges that Lamborghini reserves the right to request the Client or Client's Participants removal from the Event if Lamborghini, in its sole discretion, considers the Client or Client's Participants presence and/or behavior to create a disruption or to hinder the Event and/or the enjoyment of the by other participants. In such cases, there shall be no reimbursement of the Price.

### **5.5**

The consumption of alcohol is strictly prohibited (blood alcohol level: 0.0 per cent) during all driving events, as is the taking of drugs or other intoxicating substances which may impair the participant's ability to drive. All participants undertake to ensure, through their behavior before and during the event, that they comply with these requirements. Lamborghini shall be entitled to exclude any participant strongly suspected of consuming alcohol or taking drugs or any other intoxicating substance from any further participation in the Event. In such cases, there shall be no reimbursement of the Price.

## 5.6

Due to the international nature of the Event and for safety reasons, so that participants can follow the instructions given by the tour guides/instructors and safety personnel, the language of Event will be Italian and English.

## 5.7

It should be noted that where the Event comprises driving vehicle, requires participants to be both physically and mentally fit.

## 5.8

Failure to comply with the rules or to attend the safety briefing before driving a vehicle on track is deemed a serious breach of contract.

In such cases:

- Lamborghini may ban the Client concerned and/or their passengers/Client's Participants from the circuit. In such circumstances, Lamborghini will not be obliged to offer any compensation.
- Under no circumstances may Lamborghini be held liable for any damage suffered by the Client or the Client's Participants.
- The Client may be held liable for damage suffered by Lamborghini or others.

## 5.9

The Client is wholly responsible for the obligation of the Client's Participants to follow the rules.

## 5.10

In addition the Client, the Client's Participants and the Client's vehicle must comply with any rules and regulations imposed by the circuit (example e.g.: noise limits in dB). The Client, their passengers and the Client's Participants may also be required to sign a waiver as and if required by the track owner/operator.

## 5.11

Lamborghini will not be obliged to offer any compensation if the circuit, at its absolute discretion, refuses to allow the Client, the Client's Participants or the Client's vehicle onto the track.

## 6. Liability

### 6.1

Notwithstanding the rules established by Lamborghini and the track, vehicles travelling at speed can be dangerous and cause damage. This risk can never be avoided, and the Client acknowledges to be aware of and accept that such activity is part of the Event.

Lamborghini shall not be liable for for any damage to the Client, the Client's Participants or any vehicle or other property, save for its gross negligence or willful misconduct. The Client must take out suitable insurance for the type of activity carried out during the Event, including track use, and shall provide Lamborghini with evidence of such insurance policy. As a condition precedent for being allowed in participating in the Event with a vehicle owned by the Client, the Client must ensure that the relevant dealer checks the vehicle conditions ("Clinique check") before any track use.

By participating in Event, the Client therefore hereby personally assumes all risks of any nature for any death, injury, or damages to the Client, others, the Client's property or the property of others, which may in any way, whether foreseeable or not, arise out of your driving or riding in any vehicle or from the actions—specifically including negligent acts or omissions—of all persons involved either directly or indirectly in the Event. The Client is aware of and fully understands that driving or riding in vehicles exposes the Client to risk of serious personal injury and death. The Client fully appreciates such dangers and voluntarily assumes all known and unknown risks. Lamborghini shall not be liable for damages caused to any vehicle or to the Client occurred during the Event.

## **6.2**

The Client is liable for any damage suffered by Lamborghini in the event of a breach of Contract by the Client/the Client's Participants.

## **6.3**

Lamborghini will not be liable towards the Client for any failure to honor the Client's booking or for any delay to their Booking which is caused by any event or circumstance beyond Lamborghini 's reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes, breakdown of systems, or flood, fire, explosion, accident or pandemic. In particular, no refunds (either for travel or for the cost of the track day/event) will be given in the event of the track being unfit for use as a result of inclement weather or other circumstances beyond Lamborghini 's reasonable control. Likewise, Lamborghini will not be liable if travel delays result in failure to arrive at the track on time or at all. No refunds (either for travel or for the cost of the car event) will be given in the event of the Client or their vehicle being declared unfit to use the track. The Client is referred to the rules with regard to the specific regulations that apply.

## **6.4**

Unless precluded by law, Lamborghini will not be liable towards the Client for any indirect or consequential loss, damage or expenses (including loss of profits, business or goodwill), however they arise.

Lamborghini gives no warranties in respect of any aspect of the Event or any materials related thereto or offered during the Event and, to the fullest extent possible under the laws governing this Contract, disclaims all implied warranties.

The Client therefore agrees to release Lamborghini, all companies controlled by the latter and, more in general, all the companies of the AUDI Group and all of Audi AG's controlling companies (collectively the "Companies"), their directors, employees, suppliers, sponsors and/or any other persons and/or entity for which the Companies are responsible (said directors, employees, suppliers, sponsors and any other persons and/or entity for which the Companies are responsible are hereby collectively referred to as the "Company People"), from any and all civil, criminal or administrative liability, direct or indirect, for damages to persons (including death or serious injury) and/or property (including the Client and his/her property) arising during the Event.

## **6.5**

Unless Liability of Lamborghini shall be limited to a maximum amount equal to the Price.

The Client is fully liable for any potential damage which they or the Client's Participants may cause to Lamborghini or the circuit facilities, in particular the guard rails, or any other facilities in which the Event takes place. The Client agrees to reimburse the costs and/or other expenses thus incurred.

## 6.6

Nothing in these terms and conditions is intended to limit any rights which one of the Parties may have as a consumer under the applicable local law or other statutory rights which may not be excluded, or in any way to exclude or limit Lamborghini's liability towards the Client for any death or personal injury resulting from Lamborghini's gross negligence or willful misconduct.

## 7. Invalidity

If any part of these terms and conditions is unenforceable, the enforceability of any other part of these conditions will not be affected.

## 8. Entire agreement

These terms and conditions, together with Lamborghini's current Prices and rules, the booking form and the contact details, set out the entirety of the Contract relating to the participation of the Client in the event. Nothing communicated by any employee of Lamborghini or any third party should be understood as a variation of these terms and conditions or as an authorized representation concerning the nature of the Event or services possibly offered by Lamborghini.

## 9. Notices

All notices from the Client to Lamborghini must be in writing and must be sent to Lamborghini's address at Automobili Lamborghini S.p.A., Via Modena n. 12, Sant'Agata Bolognese (BO), Italy. All notices from Lamborghini to the Client will be sent by email or to the address set out on the booking form.

## 10. Governing law – competent courts

The Contract is governed by and interpreted in accordance with Italian law. The competent Italian courts in Bologna will have exclusive jurisdiction to resolve any disputes between the Parties.