

## GENERAL TERMS AND CONDITIONS BETWEEN PURESPORT S.R.L. (VAT No. 05065600966) AND PRIVATES AND COMPANIES RELATED TO GT AND FORMULA EVENTS ON RACETRACK

**1. Subject-matter of the contract** - The contract has as its object the services described in the signed offer and to which the client has adhered, relative to the driving experience on single-seater cars, GT cars or GT racing cars at the chosen racetrack. This form will be signed by the participant, meaning for him/her who will factually use one or more vehicles and independently from who has purchased the driving experience, that is the customer. The following conditions, therefore, will apply to the participant himself/herself and not to the customer who subscribed the commercial offer, in case these two subjects were different people.

**2. Participation** - Participation to the driving courses is valid only if carried out by filling Puresport's application forms, or online directly on the website. Participation is valid only if the application fee has been paid and the event has been confirmed by Puresport. Otherwise, Puresport will not consider the application valid and no place will be reserved. Hereunder, the types of fares that can be purchased online and offline:

- a) **Best price fare.** Being it a typology of product with highly favorable purchasing conditions, this fare is **non-refundable** in any way, and, furthermore, date, chosen car and circuit cannot be modified subsequently to the purchase.
- b) **Flexible fare.** Purchasing this fare, the customer has the possibility to make modifications to the purchased product, has the possibility not to choose the date at the placement of the order and will have an open voucher expiring 12 months after the purchase. This fare is **non-refundable** in any way. Potential modifications to the order shall be made within the limit of the paid price or be supplemented with additional amount of money, whether the choice were to be more expensive compared to the initial paid price.
- c) **Premium fare.** The customer has the chance to make modifications to the purchased product and not to choose the date at the time of the order, reserving the right to do so afterwards, thus obtaining an open voucher expiring 36 months after the purchase. With this fare, the customer can withdraw from the contract and obtain refund within 12 months from the purchase date itself, deducted from a cancellation fee amounting to 15%. Potential modifications to the order shall be made within the limit of the paid price or be supplemented with additional amount of money, whether the choice were to be more expensive compared to the initial paid price.
- d) **Gift Card Fare.** By purchasing a Gift Card, the customer will buy a gift voucher which can be spent on the whole range of Puresport products. The Gift Card is non-redeemable in periods with maximum discounts (for example, Black Friday and Cyber Monday) and it lasts 12 months starting from the purchase date. This means that the driving experience must be done within 12 months. **This rate is non-refundable in any way.**

In case of purchase of "Open Voucher" (**Flexible and Premium** fares), the customer will have the right to modify the options chosen at the time of the purchase choosing between dates and circuits available at the moment of modifications on all Puresport websites in all its extensions. Nonetheless, the customer acknowledges that Puresport does not guarantee a minimum number of annual events on each circuit and does not guarantee that cars and circuits available at the time of purchase shall also be in future. The customer, whether Puresport were to cancel one specific date in one of the circuits available on the website, has still the right to choose whichever circuit or car, different from the ones of the order, from all the circuits and cars available on our website, whichever the fare chosen by the client was at the time of purchase. In this case, the paid price will be related to the new choice made and only in case of higher price will the customer pay the difference.

### 3. Services and performances

- a) The application fee includes all the services described in the electronic or paper application form.
- b) The participants can buy extra services such as on-board video camera car, guest service, etc. These services are offered in order to improve the performance that Puresport provides, but they are not part and parcel of the main services, which are the number of laps and the car chosen. E.g. if the video camera car on-board did not work due to technical problems, it would not mean that the entire performance did not have a positive result but the negative outcome would be linked to the camera car service only and in this case Puresport would only refund the client for the amount of the onboard video. The video is intended functioning when the camera records the entire driving session, from start to finish. Any partial malfunctions of the telemetry of the video, including but not limited to missing speed data or number of gear entered, does not imply a refund of the video camera car service itself.

**4. Payment** - Payment of the entire application fee, indicated in the pricelist in force when the participant signs on for the course, shall be carried out through bank transfer or credit card or other ways agreed before the beginning of the course (or in the ways otherwise expressed in the online subscription form). The order number given at the time of the order itself must be indicated in the purpose of the bank transfer. Said bank transfer must be carried out within 7 work days from the date of subscription. The date of subscription is the date when the order itself has been placed.

**5. Guests** - Guests are welcomed to Puresport courses. After paying the entrance fee, guests - even if only spectators - may benefit from the experience of the instructors in order to obtain driving tips and answers to curiosities as long as they do not interfere with the course itself and they comply to the security procedures given, avoiding completely entering the racetrack over the boxes.

**6. Organization of the course and technical briefing** - At the beginning of the course, participants will attend the technical briefing held by one of the driving instructors. The technical briefing can also be carried out by electronic means, through the delivery of a link to a video, which the participant will be required to watch and listen to. Any information included in this briefing is of essential importance to be able to enjoy the experience in the best way. After the briefing, our staff will call each participant by name for the experience bought and the laps included. All participants to the course are obliged to respect all the instructions given both during the technical briefing and by our instructors in the car during the driving session. If these rules were not to be followed, our staff has the right to interrupt the driving session of whom considered dangerous when driving. In this case, Puresport will refund the number of laps that the client has not done reduced of the amount for the fixed costs that Puresport has sustained for the organization of the event, including the insurance chosen by the participant. The refund will take place within 15 days from the day of the event.

**7. Liability** - The participant is fully liable for the truthfulness of information given in the application form and in any other following request Puresport or the people responsible for the management of the driving course may request. The participant is fully aware that he/she is taking part to a course on racetrack with high performance vehicles, with capacity unknown during the ordinary driving according to the rules of the road. The participant acknowledges that he/she will be able to wittingly choose to drive a vehicle with speed by far superior to the speed limits on the road. The guidance and control of the instructors during the driving activities does not mean they or Puresport can be held responsible for mistakes the participant may make or for direct and indirect damages, to things and/or people, the participant may cause. Therefore, the participant takes full responsibility, deriving from his/her driving session on the circuit, and is fully aware that the organizers, instructors, Puresport and the racetrack cannot be held responsible for any direct or indirect, civil, penal and administrative fault resulting from his/her behavior and actions or omissions, as consequence of his/her own behavior or that of other participants, except for what is laid down in section 8 below. The acknowledgment and acceptance of a full waiver of responsibility to Puresport, instructors and the racetrack also extends as consequence to any accident, even if caused directly or indirectly by the activity and services ongoing on the racetrack out of the allowed spaces, including equipment or unlawful act by third party. The participant, therefore, declares to relieve however as broadly as possible, for himself and for his own successors to any legal extent, Puresport, the instructors and the hosting racetrack from any duty to pay to whoever, and therefore also to third parties or guests, or any other attendee any amount of money for compensations for damages, indemnities, refunds or for any other cause, resulting from claims of any type, nature and amount, caused by anyone and anyway, including companies themselves, their bodies, responsables, employees, workers and charged people, during the course the participant wants to do.

**8. Damages to the vehicles** - The participant is aware of and acknowledges that the user of the vehicles is responsible for all damages caused to the vehicles at the moment they occur. Damages to the vehicles are considered to be those both caused by the vehicles if they go off track and caused by vehicles crashing. Damages to the individual, to oneself or to others, are always exclusively and fully borne by the participant and Puresport will be required to transmit the participant's personal information to potential damaged third parties. The participant, therefore, offers maximum indemnity - and does so without restrictions - towards Puresport for injuries that anyone, and hence also himself/herself, should suffer for any cause during the driving experience on racetrack. Concerning damages to the vehicle, the organizer is thus exempted from any type of damage, being solely liable the effective user that is the participant, but with exceptions that follow below in relation to the typology of driving experience chosen:

- a) Formula vehicles (Formula 3, Formula 3 F308 Volkswagen, Formula 3 F312, Formula Renault 2000, Formula 1, other single-seater vehicles with open wheels): The client, after paying € 244 (optional), in addition to the base cost, will not have to pay any further repair costs on the vehicles, except for the deductible (franchigia) € 8,000.00 + VAT (eight thousands). Example: if the vehicle has damages that amount to € 10,000.00, in case the client had paid the additional € 244 when signing up for the course, all damages shall be divided as follows: € 8,000.00 + VAT charged to client and € 2,000.00 paid by Puresport. The client who decides not to pay the additional fee will have to pay the damages he/she caused up to a maximum of € 20,000.00 + VAT (twenty thousands).
- b) GT vehicles - Gran Turismo road cars: Ferrari 488 GTB, Lamborghini Gallardo, Lamborghini Huracán, Ferrari 458 Italia, Porsche GT3 and other GT vehicles: Driving a GT vehicle means that one of our instructors gives the participant all technical and safety instructions while actually driving the car being the instructor sat right by the participant in the vehicle. Hence, the client, even if paying only the participation costs, is not responsible for the repair costs of the vehicle in case of accident caused by the participant himself.

Regardless of what previously mentioned and the type of vehicle used, and therefore even if the additional fee of € 244 had been paid in case of Formula vehicles, the participant is aware of and acknowledges that he/she will be held responsible without restriction for any damages caused by himself/herself in civil courts as well as criminal and administrative courts, in case he/she caused, for his severe negligence and/or non-compliance with safety instructions given during the briefing, a damage of any entity to things and people, resulting from the use of vehicles mentioned. By way of example, events resulting in the full responsibility of the participant, regardless of

the payment (if done) of the additional amount said above, include, but are not limited to, any damage caused by the use of alcohol and drugs of any kind during the day of the event, the use of medicines which can even just potentially reduce the cognitive ability and the reflexes (by way of example yet not exhaustive, opioid medicines for treating pain, strong pain-relieving, antidepressants etc...) and the non-warming up of wheels in case of Formula vehicles, the non-compliance with the breaking point, the start of the vehicle without the authorization of the organization and of the racetrack commissioners, the non-compliance with the flags shown during the lap, whose meaning is explained during the briefing, with particular attention to the Yellow flag (state of danger with consequent duty of slowdown and prohibition of overtaking), the Red flag (duty to stop in the pit-lane at the next lap and necessity of instant slowdown), the yellow flag with red stripes (duty of slowdown because of grip decrease of the road surface) and to any precise command of slowdown or stop of the vehicle received from the staff. It is understood that in any case any type of damage caused to the structures of the circuit will be borne by the participant, whether it was caused by driving the car (as a consequence of collision, for example) or the participant was not driving, and so despite the presence of Kasko policy, which is active only for damages to the car.

**9. Place of the event** - For safety reasons, Puresport courses take place only in racetracks and structures dedicated to driving activities, closed off to traffic and in some cases created inside great green spaces. In any case, the participant must respect all spaces, not throwing litter other than in the proper spaces and always complying with whatever communicated by the organizers for the protection of the environment and the spaces. The organization reserves to define the common spaces open both to public and guests, for safety reasons and other unquestionable reasons.

**10. Participation requirements** - By submitting to this course, the participant declares under his/her own responsibility that he/she is in good state of health and has never been excluded from participating in any sport activity of non-competitive nature and in general. In case the participant were aware of any health problems or illnesses that may compromise perfect health conditions for sport activities, he/she must inform Puresport before signing this form. In that case, Puresport may reserve the right to ask for a medical certificate for the application to be considered valid. The participant, by signing this form, also declares that he/she does not use any drugs and/or medications that may affect reflexes and physical performances in general.

**11. Regulation and equipment** - At the beginning of the course, the program with the activities to follow shall be explained to each participant. Each participant shall also receive a name badge. All participants must comply with the instructions given by the instructors and all Puresport personnel. All guests must also comply with the instructions given throughout the day while they are inside the racetrack.

- It is forbidden to drink alcohol (at least from the night before the course) before and during the driving sessions.
- It is forbidden to use mobile phones during all practical activities and theoretical activities.
- All participants must fasten their seatbelts during all driving activities, regardless of where and how they take place.
- All participants must fasten their helmet during all driving sessions, except for those racetracks where the helmet, with GT cars only, is not mandatory.
- All participants must always use the specific suit and shoes except for GT vehicles for which it is enough to wear trainers and a helmet.

When there are free driving laps around the track, the participants must always comply with the regulations indicated in this document, particularly, for the type of vehicles used during these courses, which do not require the presence of an instructor on board. Participants must always follow at any time the instructions given by the staff.

**12. Driver's license** - According to the level of the course and the type of application, the participant may take part in the driving sessions using the vehicles offered by Puresport. In any case, the participant declares to be in possession of a valid driver's license (License level B) which is current and also declares that there are no suspensive measures in place by the Authority.

**13. Cancellation of the event** - Puresport reserves the right to cancel the course at its own discretion, upon notice to transmit to the email specified in the subscription application form with advance notice of 15 days before the date of the course. The participants will have the possibility to choose another date in the same racetrack and on the same typology of vehicle or, paying a potential price difference on the pricelist, on another circuit among those available on Puresport pricelist and with another vehicle of higher category. In such cases, the participant can require postponing the choice of the event of 12 months, namely obtaining an open voucher with this duration which could guarantee the participant to choose the date later. In case, however, Puresport warned the participant about the cancellation of the event with less than 15 days' notice, the participant will have the right (at its own discretion), to obtain a 12 months' open voucher as it is described above, or to obtain a complete refund of the package, without prejudice for the Article 14 that follows.

**14. Variation of the date of the course** - For organizational or safety reasons, for requests on behalf of the authorities, including those of general denial, whether local or not, to perform events, for problems with the racetrack or reasons of force majeure beyond one's control, Puresport reserves the right to postpone, change or cancel the date of the event. For reasons of force majeure, it is intended not only an extraordinary meteorological event, such that it is not possible for the event to take place, but also eventual mechanical damages to the cars or its bodyworks that might occur during and before the event itself and that could not be repaired in fast times or, anyway, in compatible times with the continuation of the event. In this case, the participants will have the right to participate on another day choosing from the different options that Puresport will provide, taking from the calendar of dates and racetracks present on the website [www.puresport.it](http://www.puresport.it) and [www.top-gift.it](http://www.top-gift.it). The postponement of the event does not give any right to the participant to claim for indemnities or refunds of any kind, including travel costs, hotels, extra laps etc.

**15. Changes to the schedule and stay on the racetrack (condition valid only for Formula schedules, not GT ones)** - Puresport reserves the right to not accept clients for Formula events that will arrive late in respect of the schedule and this condition won't grant the client the right to refund, total or partial, of the price paid. The client, therefore, acknowledges from now on that for Formula vehicles the schedule starts with the driver's registration at 7.30 AM, unless Puresport gives different indication, continuing until 9.00 AM with dressing; at 9.00 AM the technical briefing will be held both in English and Italian, until 10.15 AM approximately, unless Puresport has chosen beforehand to deliver it electronically through a video. During the briefing the driving technique and the vehicle, which will be used, will be explained; at 10.15 AM track discovery on racetrack starts, then at 10.45 AM the first group of drivers is created and put on the vehicle; at 11.00 AM the group will enter the racetrack for the first driving session, which will last approximately 30 minutes. Meantime, the second group of drivers is prepared, and it will drive from 11.45 AM until 12.15 PM. During the morning, two driving sessions are expected, but much depends from the regularity of sessions. This means that some drivers may do their first session in the afternoon, from 14.30 PM to 15.00 PM. It is acknowledged from now on that the choice of the driving order is not casual and it is made by Puresport's staff depending on some physical parameters of people and in particular that of height, as well as that of quantity of laps to be done by everyone during the day. The client acknowledges from now on, even though these issues are treated also during the briefing, that it will be fundamental to heat the wheels firstly driving at moderate speed for the number of laps indicated, before going on with medium-high performances. The client also acknowledges that the aerodynamics of Formula vehicles has been studied for the racetrack both in dry and wet conditions. However, Puresport, depending on the weather conditions, reserves the right to postpone for one hour or even more the start of the Formula driving session in case of rain. For this reason, the client acknowledges that it can be required the stay on the racetrack until 18.00 PM, even if in regular conditions the schedule plans the end of the entire event with the last pilots driving, when the date is full, at 16.00 PM. Whoever decides spontaneously not to drive that day will lose the right to retrieve the experience and any form of refund will be excluded. In case the conditions don't permit to finish the schedule, partially or totally, the organizer will offer some alternative dates for the retrieval of the laps not done. Even in this situation, the refund of the experience, total or partial, is not possible.

**16. Applicable law and competent court** - The applicable law is the Italian law and the only exclusive competent court for any controversy that should arise out of this contract, with expressed exclusion of all other courts, is that of Milan.

I declare that I accept these terms and conditions without any exceptions.

Name and surname \_\_\_\_\_ Date of Birth \_\_\_\_\_  
Place of birth \_\_\_\_\_

Driving license number \_\_\_\_\_ issued by \_\_\_\_\_ date of emission \_\_\_\_\_

PLACE \_\_\_\_\_ DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_

As per articles 1341-1342 c.c., the undersigned declares that he/she has carefully read this contract and explicitly approves sections 1 (Subject-matter of the contract), 2 (Participation), 3 (Services and performances), 4 (Payment), 5 (Guests), 6 (Organizations of the course and division in classes), 7 (Liability), 8 (Damages to the vehicles), 10 (Participation requirements), 11 (Regulation and equipment), 12 (Driver's license), 13 (Cancellation of the event), 14 (Variation of the date of the course), 15 (Changes to the schedule and stay on the racetrack), 16 (Applicable law and competent court).

PLACE \_\_\_\_\_ DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_

Ver.priv. 1/2021