

I, the undersigned (surname).....(first name)..... born in .....  
 province..... on..... resident in ..... province ..... St..... no. .... postcode.....  
 Tel..... Mobile..... E-mail ..... in  
 my capacity as a press officer/photographer/video maker for the event ..... taking place on  
 ..... at "Misano World Circuit" in Misano Adriatico (RN) (hereinafter referred to as the Racetrack)

**DECLARE**

1. (PROFESSIONAL ACTIVITY) – that I am a professional press officer/photographer/video maker and that in this capacity, I have requested temporary access to the Racetrack facilities and track;
2. (MENTAL-PHYSICAL SUITABILITY) – that I am in perfect physical and mental health, do not use intoxicating substances (e.g. alcohol, drugs, prescription drugs) that may in any way impair or alter my efficiency, perception and cognition and therefore, to relieve the Racetrack of any responsibility for any problems and/or physical consequences that may arise or occur during and because of the activities carried out and access requested;
3. (ACCEPTANCE OF STATE/SITE) – that I have seen the current state of the track, equipment and technical support services at the Racetrack, including the safety measures applied, and have checked the perfect state and conformity to my requirements and therefore to relieve the Racetrack, in the broadest possible sense, of any consequences that may derive from the activity undertaken, including accidents and/or incidents that may be directly or indirectly connected to the activity carried therein;
4. (ACCEPTANCE OF RULES FOR ACCESS TO AND USE OF THE FACILITY) – that I have read the provisions of the General Racetrack Regulations, which are an integral part of this document, whose content and terms and conditions I have seen and found displayed on the paddock noticeboard and on the website [www.misanocircuit.com](http://www.misanocircuit.com), and in particular, that I am aware of the rules and safety precautions to be complied with, that I accept them all unconditionally and that I undertake to comply with them;
5. (ACCEPTANCE OF RISKS) – that I shall enter the structures that make up the Racetrack at my own risk and in any case, that I am fully aware of the risks - and that I wish to expressly and consciously accept them - connected to the activity carried out there, also with reference to the simultaneous presence of other operators and users of the facility. With this in mind, I declare that I want to carry out my professional activity there at my own risk, hereby expressly declaring - in other words, and as far as applicable – that I am aware that access to the facilities and in particular, to the track may potentially result in harm to myself and to others or to goods and to give my express consent to the exercising of such activity, which shall take place under my sole and exclusive responsibility;
6. (CONDUCT WHEN CARRYING OUT ACTIVITIES) – that I shall comply with the instructions given by the event Organiser and any assistants, not make improper use of the fixed and/or mobile equipment present at the Racetrack and undertake to carry out any activities in compliance with the provisions of Legislative Decree 81/2008 and subsequent amendments and integrations;
7. (OBLIGATIONS OF THE DECLARANT) – that I shall permanently wear any access pass given to me (e.g.: "bib", pass), only enter specially allocated and/or reserved spaces and areas, not enter the track, not use any structure (e.g.: scaffolding) and in no case, obstruct any activities, especially intervention, rescue and/or safety activities;
8. (WAIVER) – that, in the broadest possible sense, I relieve the Racetrack of any accidents and incidents and any activity resulting from the same (e.g.: vehicle recovery, extinguishing fires, rescue activities) that may take place on the Racetrack and relieve it of any obligation to pay any sum by means of compensation for damages, indemnity or refund in the event of any injury and/or accident and the activities resulting from the same, whatever the duration, outcome and consequences, which may occur during the activity, whatever the cause of the accident, event and/or incident, including for reasons of force majeure and chance;
9. (RESPONSIBILITY OF THE DECLARANT) – compensation for any damage caused, directly or indirectly, by my conduct, to Racetrack facilities, vehicles or property or to third parties – without exception, whether drivers, spectators, people transported, assistants, people carrying out any activity whatsoever and also on their behalf at the Racetrack and members of the Organisation, including any employee and/or person appointed to carry out duties or functions at the Racetrack and/or for the purposes of carrying out certain activities (e.g. track personnel, firefighting staff, doctors and healthcare workers, photographers, press officers) shall be at my full and sole expense;
10. (SUPERVISION OF GOODS AND MATERIALS) – that I am solely responsible for looking after any of my personal items and equipment, including work equipment, introduced onto the Racetrack and that I am aware of the fact that the car parks, boxes and paddocks inside the Racetrack are unattended and therefore, to relieve the Racetrack, companies and operators it uses to carry out activities of any responsibility for theft, damage and/or loss of goods and materials kept at the Racetrack;
11. (CHANGE TO, SUSPENSION OR INTERRUPTION OF ACTIVITIES) – that I accept, without raising exceptions or requests for compensation or indemnity, that if necessary and at its sole discretion the Racetrack can change, suspend or interrupt use of the track and its facilities, even during practice, or revoke access passes;
12. (PERSONAL DATA PROCESSING) - each party acknowledges that personal data relating to the other party shall be processed in accordance with the provisions of EU Reg. 2016/679 - "GDPR", which both parties declare being fully aware of and that such data shall be used only for the purposes necessary for fulfilment of the obligations and activities related to execution of this contract. The full privacy policy is available at: <https://www.misanocircuit.com/autodromo/privacy/>

Pursuant to and for the purposes of articles 1341 and 1342 of the Italian Civil Code, the undersigned declares having read and expressly accepting clauses 1), 2), 3), 4), 5), 6), 7), 8), 9), 10), 11) and 12).













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Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the undersigned declares having read and expressly accepting clauses 1), 2), 3), 4), 5), 6), 7), 8), 9), 10), 11) and 12), as well as the two-page extract of the regulations here attached.

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#### INFORMATION ON THE PROCESSING OF PERSONAL DATA IN THE CONTEXT OF CONTRACTS WITH CLIENTS, PURSUANT TO ART. 13 AND 14 OF REGULATION (EU) 2016/679 ("GDPR")

	<b>DATA CONTROLLER</b>	Company name: Santa Monica SpA Address: Via Daijro Kato,10 - 47843 Misano Adriatico (RN) Phone: +39 0541-618511 Email address: misanoworldcircuit@legalmail.it		
	<b>PERSONAL DATA PROCESSED AND SOURCE OF DATA</b>			
	<i>Data" means data relating to natural persons processed by the Company for the drafting and execution of the contract relationship with its clients/customers - natural persons - or, if legal persons ("Clients"), those of the legal representative who signs the contract in the name and on behalf of the Client, and those of the employees/consultants of the Client, involved in the activities referred to in the contract. In the latter case, the source of the data is the Client.</i>			
	<b>PURPOSES OF PROCESSING</b>		<b>LEGAL BASIS OF PROCESSING</b>	
	Purposes related to the establishment and execution of the contract relationship between the Client and the Company.		Execution of the contract for the data of the Legal Representative. Legitimate interest in the data of Client employees/consultants involved in the activities referred to in the contract.	Contract duration and for 15 years after termination. In the event of litigation, for the entire duration of litigation, until the time limits for appeal have elapsed.
	Carrying out of administrative-accounting formalities - such as the management of accounting and treasury activities, as well as for invoicing (for example the verification and registration of invoices), in compliance with the requirements of current legislation.		Need to comply with a legal obligation to which the Company is subject.	
	Extrajudicial debt recovery		Legitimate interest	
	If necessary, to ascertain, exercise or defend the rights of the Data Controller in court		Legitimate interest	
	Marketing purposes (sending of commercial/promotional communications), through automated (such as e-mail, text messages or MMS) and traditional (such as telephone calls with operator and traditional mail) contact methods on Company products/services, detection of the degree of customer satisfaction, market surveys and statistical analysis.		Consent of the Client's Legal Representative (optional and revocable at any time).	Contract duration and for 15 years after termination. In the event litigation, for the entire duration of litigation, until the time limits for appeal have elapsed.
	<i>Once the above-mentioned storage terms have expired, data will be destroyed or made anonymous, compatibly with technical cancellation and backup procedures.</i>			
	<b>CONFERMENT OF DATA</b>			
	<i>The provision of data is required in order to conclude and / or execute the contract. Refusal to provide data does not, therefore, make it possible to establish a contract relationship and / or to fulfil relevant obligations.</i>			
	<b>DATA RECIPIENTS</b>			
	<i>Data may be communicated to external subjects operating as <b>Data Controllers</b>, for example, authorities and supervisory and control bodies and in general public or private subjects entitled to request the data. The data may also be communicated, always as <b>Data Controllers</b>, to persons who need to access it for purposes that are additional to the relationship, within the limits strictly necessary to perform additional tasks (we quote, merely by way of example, banks and shippers) and within the same limits, to our consultants, after our letter of assignment that imposes a duty of confidentiality and security.</i>			
	<i>Data may be processed, on behalf of the Data Controller, by external parties appointed as <b>Data Processors</b>, who carry out specific activities on behalf of the Data Controller, including, but not limited to, accounting, tax and insurance obligations, personnel administration, dispatch of correspondence, management of collections and payments, etc.</i>			
	<b>SUBJECTS AUTHORIZED TO PROCESS DATA</b>			
	<i>Data may be processed by employees of the company departments responsible for pursuing the purposes indicated above, who have been expressly authorised to process data and who have received adequate operating instructions.</i>			
	<b>TRANSFER OF PERSONAL DATA TO COUNTRIES OUTSIDE THE EUROPEAN UNION</b>			
	<i>Not applicable</i>			
	<b>RIGHTS OF THE DATA SUBJECT - COMPLAINTS TO THE SUPERVISORY AUTHORITY</b>			
	<i>By contacting the Company by e-mail at <a href="mailto:amministrazione@misanocircuit.com">amministrazione@misanocircuit.com</a>, the data subject may ask the Company for access to data concerning him/ her, for their deletion, for the correction of inaccurate data, for the integration of incomplete data, for the deletion of data, for the limitation of processing in the cases provided for by Art. 18 GDPR, as well as to oppose, for reasons connected with his/ her particular situation, any processing carried out in the legitimate interest of the Data Subject.</i>			
	<i>Moreover, if processing is based on consent or on the contract and is carried out using automated means, the data subject has the right to receive the data in a structured format, commonly used and readable by automatic means and, if technically feasible, to transmit them to another data controller without hindrance.</i>			
	<i>The data subject shall have the right to lodge a complaint with the competent supervisory authority in the Member State where he/ she is normally resident or employed or in the Member State where the alleged infringement has occurred.</i>			
	<i>The data subject has the right to revoke consent given at any time for marketing purposes and to oppose the processing of data processed for the same purposes. This is without prejudice to the possibility for the data subject who prefers to be contacted for this purpose exclusively by traditional means to express his / her opposition only to the receipt of communications by automated means.</i>			
	<b>HAVING READ THE INFORMATION</b>			
	<i>By signing this form, I declare that I have received and read the Privacy Policy and if applicable, I undertake to provide it to the employees/consultants of the Company I represent.</i> _____, on ___/___/____ Stamp and signature _____			
	<b>DECLARATION OF CONSENT BY THE DATA SUBJECT</b>			
	<i>I, the undersigned _____, having examined the above privacy policy, am aware that my consent is purely optional, as well as revocable at any time, I consent as the Client's legal representative to the processing of my personal data by Santa Monica SpA, as data controller, for the marketing purposes indicated above: sending commercial/promotional communications by automated (such as e-mail, text message or mms) and traditional (such as operator telephone calls and traditional mail) means of contact on Santa Monica SpA products and services, assessment of customer satisfaction, market research and statistical analysis.</i>			
	<input type="checkbox"/> I AGREE <input type="checkbox"/> I DO NOT AGREE			
	<i>_____, on ___/___/____ Stamp and signature _____</i>			

The complete regulation is available for viewing and reference at this link: <https://www.misanocircuit.com/autodromo/regolamento/>

### EXCERPT FROM THE REGULATION OF 15/11/2019 (REV. 06)

#### 1 PREAMBLE

These Regulations govern entry and permanence in the MISANO WORLD CIRCUIT MARCO SIMONCELLI (Circuit). Everyone is required to comply with them and make sure they are complied with. Failure to comply with the provisions indicated in the Regulations may result in the removal of offenders from the Circuit and/or a claim for compensation, for any damage suffered by the Circuit, to those directly concerned and/or their insurance cover, relieving the Circuit of any liability resulting from non-compliance with the Provisions of the Regulations. Any exceptions may be granted by Santa Monica S.p.A. (the company that manages the Circuit) subject to any authorization from the competent Authorities or Bodies. In addition to what is stated in these Regulations, the SPORTS RULES issued by the car and motorbike federations (FIM-FMI, ACI-FIA) are valid. The Regulations will be displayed at various points of the Circuit and will be available for viewing on the Official Website of the Circuit [www.misanocircuit.com](http://www.misanocircuit.com).

#### 3 ACCESS AND CIRCULATION ON THE RACETRACK

Access to the Circuit for people and vehicles is subject to the observance of the prescriptions and times established by Santa Monica S.p.A. or, in the case of events, of the programmes and particular regulations of the same, as well as the presentation of the access pass or the payment of the public entrance fees. Unaccompanied minors under the age of 14 are not allowed in.

Parking vehicles inside the circuit after closing time is forbidden, except for specific events during which such parking will be authorized by Santa Monica S.p.A.

The parking of vehicles must not in any way be an obstacle to the internal circulation of the circuit. Inside the Paddock and on internal roads, the rules contained in the current Italian Highway Code apply and traffic moves without any responsibility on the part of Santa Monica S.p.A. Inside the Circuit vehicles must proceed at a moderate speed, and in any case appropriate to the conditions of the terrain, traffic, visibility, the possible presence of pedestrians, etc. In case of crowds, proceed at walking pace. Always scrupulously abide by the horizontal and vertical signs. Drivers should pay attention to the speed bollards located inside the circuit. It is absolutely forbidden to use the paddock areas and service roads for motorcycle and/or car testing, unless the areas are designed for such use. It is forbidden to drive vehicles or motorcycles, even in the Paddock areas unless qualified to do so. All

service vehicles used for transporting and handling goods (trucks, vans, forklifts, etc.) must proceed with the utmost care, assisted, during the manoeuvres, by staff "on the ground". Operators of forklifts or other lifting equipment must have the appropriate authorization (Legislative Decree 81/2008). Such equipment must be equipped with statutory signalling devices (optical-acoustic). It is absolutely forbidden to park any type of vehicle in the driveways, accesses to stairs and lifts, fire hydrants, emergency exits, near intersections and service areas (medical centre, electrical cabins, toilets). In case of non-observance of the above provisions, Santa Monica Spa may remove the vehicle from the circuit, at the risk and expense of its owner and the holder of access authorization.

#### 4 OBLIGATIONS - REQUIREMENTS - PROHIBITIONS

Those who access the circuit are obliged to maintain a civil attitude in respect of the goods and equipment of both Santa Monica and third parties present within the circuit and to observe the instructions given by Santa Monica Spa at the entrance and inside the circuit with appropriate signs, with written notices, as well as through the service personnel of Santa Monica S.p.A. and by any other means, with the specification that the instructions given by the service personnel prevail over other notices. It is forbidden to bring dogs and animals of any kind into the circuit, except for dogs serving people with disabilities and the police. It is also forbidden to:

- pierce, insert nails and/or screws into the walls, ceilings, floor, columns and any other internal and external surfaces of the circuit;
  - apply loads to structures, walls, light poles, including lightweight posters, cables, panels, banners;
  - cover the floors, walls and equipment owned by Santa Monica Spa with paint, glue or other materials, as well as to affix adhesives to the same;
  - excavate or modify the area layout;
  - introduce explosive, detonating, asphyxiating and in any case hazardous materials into the racetrack, without the necessary authorizations from the competent authorities and any prior authorization from Santa Monica S.p.A.;
  - introduce and use, without authorization from Santa Monica S.p.A., LPG, gas or methane cylinders;
  - accumulate waste material: this must be removed from time to time as it is discarded;
  - abandon part of the fittings or residues of any kind in the racetrack.
- Any exceptions to the above prohibitions must be issued in writing by Santa Monica S.p.A., Santa Monica has the right to supplement and cancel

the previous provisions, and to derogate from them, giving notice in the manner deemed most appropriate. Failure to comply with the obligations set forth in these regulations may result in the withdrawal of the entry documents and the immediate removal from the circuit of the persons responsible, as well as - in the case of Sellers or their collaborators - the temporary or permanent closure of the stand.

#### 19 ACCESS TO THE TRACK FOR PHOTOGRAPHERS, VIDEO MAKERS AND THE PRESS

The following rules govern access to the track during competitions and/or events that the press, photographers and video makers can enter. They are all asked to comply with them and to also ensure all their collaborators comply with them.

##### 19.1 Bibs

Bibs MUST be worn. They MUST NOT BE hung on a belt and the number must always be clearly visible. Any backpacks or photographer's vests must be worn under bibs. No other garment can be used on top of bibs. In the event of rain, bibs must be worn on top of any coats or jackets. More specifically, to gain access to service roads, all accredited photographers must have a numbered bib.

##### 19.2 Red zones

It is compulsory for everyone to seek information about the existence of any out-of-bounds areas (red zones). These will be indicated on the map available from the Press Room. Anyone found in these areas may be asked to leave the racetrack, jeopardising the issue of any future access passes. Even if an area is not officially classified as a Red Zone, it is always opportune to personally assess any possible risks. Test Directors or Race Directors can add a red zone at any time if they feel that a place is not safe. A warning in this respect will be posted on the noticeboard in the Media Centre. As well as the Red Zones at the sides of the track, photographers and television crews are not authorised to enter, photograph and/or film near the Medical Centre.

##### 19.3 Conduct in the event of an accident

In the event of a serious accident, all members of the media are reminded that no type of image should be made public and that any shot that could be useful for assessing the circumstances of the accident is kindly asked to inform the racetrack press officer and to make them available for inquiries. For obvious reasons, photographs or filming of people involved in accidents is strictly forbidden and it is obligatory to promptly allow emergency vehicles and personnel to work without hindering them in any way.

#### 19.4 Trackside work

IT IS COMPULSORY FOR THERE TO ALWAYS BE A BARRIER BETWEEN YOU AND THE TRACK WHEN THERE IS ANY FORM OF ACTIVITY ON THE TRACK.

Leaning on the barriers is forbidden. It is also forbidden to step beyond these barriers or even to lean video cameras or photographic cameras on them. It is also forbidden to stand in the openings between barriers. Standing in front of the anti-debris barriers without specific authorisation.

ALWAYS pay utmost attention to what surrounds you and what is happening around you when wearing earplugs.

Radio: if wearing headphones to listen to radio conversations, only use one side of the headphones, not both.

The use of iPods or MP3 players is forbidden when working trackside. Crossing the track is also forbidden.

##### 19.5 Pit lane

The pit lane is a work area and may be dangerous. Depending on the type of event, access to the pit lane may be governed differently. Check with the track manager for details. Appropriate clothing must be worn at all times. NO TYPE OF TRIPOD IS PERMITTED IN THE PIT LANE. Use of monopods is permitted.

##### 19.6 Service roads

It is strictly forbidden to leave any backpacks on the ground or to park scooters on service roads, which must always be kept clear: these are routes for emergency vehicles. Access to service roads can be on foot, bicycle or max. 125C scooters. If scooters are used on the external service road, note that it is one way only. Access is from the heliport area. It can also be accessed on foot from the gate under Stand A. Access to the internal service road is from the underpass at the end of the pit box building. Any tripods used must not obstruct the service roads in any way.

##### 19.7 Marshals

Always comply with instructions given by track marshals as they are working to ensure your safety. Verbal abuse will not be tolerated. For any problem, contact the track Press Office.

For any other exigency or doubt (rules regarding access to the pit lane, podium area or parc fermé), do not hesitate to contact Press Office personnel.

#### 27 PROVISIONS IN THE EVENT OF AN EMERGENCY

For the first intervention, in case of fire, the Circuit is equipped with its own fire-fighting team and adequate fire-fighting systems (fire extinguishers, hydrants, etc.). Therefore, when a hazardous situation arises, nearby people and the employees of the Circuit must be immediately informed, or else the number **+39 0541 618568** (guardianship of the Circuit) must be called, describing in detail the current

situation, the place of the event and the number of people involved. In the event of a fire, in addition to alerting the staff in the manner described above, always remain calm and follow the instructions of the relevant personnel. If an evacuation order is given, avoid running or screaming, and head to the nearest marked emergency exits. In case of weather alert, as soon as the information is received, Santa Monica S.p.A. reserves the right to immediately inform the participants of the event, or the organiser of the event, in order to make it possible to adopt appropriate protective measures.

**28 ANTI-SMOKING LEGISLATION**

According to the Law no. 3 dated 16 January 2003 and Legislative Decree 81/2008 (Consolidated Act on Safety), smoking inside closed rooms, inside the pits, and near flammable materials is strictly forbidden.

**31 CCTV**

The Circuit has a video surveillance system.

The use of the video surveillance system is deemed necessary for the following reasons:

- protection of the assets of Santa Monica S.p.A.;
- organizational and production requirements during the course of the activities;
- safety at work, especially during assembly and disassembly of areas and equipment in general during the periods before and after the events;
- security and public order at major events.

The processing of data through video surveillance is done correctly, for specific and legitimate purposes under the current privacy regulations. Law no. 300/70 (Workers' Statute) and subsequent amendments and integrations are also expressly complied with. Santa Monica S.p.A. undertakes to respect the principle of necessity of processing; therefore, unnecessary uses are excluded and excessive redundancies are avoided. The video surveillance system is in operation 24 hours a day and the recordings are kept for no more than 3 days, equivalent to a maximum of 72 hours, except for special needs for further conservation in relation to holidays, closures, socio-political events, adverse weather events, etc., as well as in the case of a specific request by the Judicial Authority or the Police. Any video recording of accidents on the track and/or anywhere else on the circuit will be produced, if still available, only at the request of the competent public security authorities. Any other request that does not comply with the above will not be accepted.

The recorded images are not directly visible to third parties. The system containing the recordings is accessible only to authorised persons and is equipped with the minimum security measures provided by the current privacy law.

As required by current legislation, appropriate information signs shall be affixed in a clearly visible position at

the filming sites or in their immediate vicinity:

- *Area under video surveillance*
- *The data collected will be used for security and access control reasons.*
- *They will not be used for any other purpose.*

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