

**DUBAI DESERT EXPERIENCE
2024/25
REGULATION
TERMS AND CONDITIONS**

DEFINITIONS

"Apparel" means:

The protective clothing consists of: full face or modular helmet, leather or Cordura jacket and trousers with shoulder, elbow and knee protectors; back protector; gloves and boots. The Apparel may be new clothing or pre-owned items of the Participant or shall be rented by the latter from NS45ME for taking part in the Course. The last being the case, the Apparel will be Ducati-branded clothing owned by NS45ME.

"Guest" is the person(s) accompanying the Participant to the Experience but not as rider(s). "Location" is any place where the Experience will take place.

"Participation Agreement" means the contract which is entered into by and between the Participant and NS45ME at the time of purchasing the Experience, which is subject to these Rules.

"DDE": the Ducati Desert Experience events to be held from November 20th 2024 to May 2nd 2025, in the United Arab Emirates and Oman, during which Participants will ride through a route designed by the Organiser as detailed and defined in the technical documentation.

"Manager" means all persons who manage or own the venues/locations included in the Experience.

"NS45ME" means "NS45 Motorbike Event LLC-FZ" with registered office in Business Center 1, The Meydan Hotel, Nad al Sheba Dubai license n. 2203018.01..

"Instructors" are the instructors who accompany the group during the Experience.

"Motorcycles" are Ducati DesertX motor vehicles, new or second-hand, used in the Course. "Participant" is a natural person who has registered for the Experience.

"Parties" are the Participant and NS45ME jointly referred to.

"Price" is the price for participation in the Experience and any Apparel rental fee.

"Organizers" are NS45ME, and any other natural and legal persons involved in the organization and delivery of the experience.

"Rules" mean the present regulation governing the participation in the Ducati Desert Experience. "Website" means www.garage51me.com ,

ART. 1. DUCATI DESERT EXPERIENCE FEATURES

1.1 The Ducati Desert Experience consists of four different tours. It can last 2,3 or 4 riding days, and a total of 3,4 or 5 nights and consists of motorcycle routes to discover the area and tourist services. There will also be a practical test on the riding techniques of the motorcycles provided by NS45ME. Riding motorcycles on the road and off-road is envisaged.

1.2 The Ducati Desert Experience content and methods are only those covered by these Rules. The Experience content will be shared in English for all participants.

ART. 2. REGISTRATION AND REQUIREMENTS TO PARTICIPATE

2.1 Participants may purchase the Experience exclusively through the www.garage51me.com website, up to 30 (thirty) working days before its start date, unless all available places are sold out earlier. At the time of purchase, the Participant must pay the entire Price (100%) by way of advance payment by credit card or by any other means indicated on the Site.

2.2 Participants must be 21 years of age and have held a full motorcycle license for at least 1 year. If the participant is UAE resident, he/she needs a valid UAE driving license with motorcycle classification. If the participant is on a visitor visa, he/she must hold a valid AAA International Motorcycle Permit or EU/GCC Motorcycle License. Participants must bring their driving license, presenting it at the request of the Organizers and the Manager.

2.3 At the time of the DDE delivery, Participants must be in optimal psychological and physical conditions, especially with regard to the following organs and systems that are stressed when riding motorcycles: musculoskeletal, osteoarticular and locomotor, neurological, visual, auditory and cardiovascular. In the event that these conditions were not fulfilled, the Organizers may suspend and, if necessary, exclude the Participant from the DDE. It must be understood that in this case, the Participant shall not be entitled to a refund of the Price or to receive any other compensation or damages from the Organizers.

2.4 Full comprehensive insurance and accidental damage cover is included in hire cost. For medical cost coverage in case of injury please refer to insurance included in the Price (details at the following link).

ART. 3. RULES OF CONDUCT & APPAREL

3.1 Participants must strictly abide by the rules in force for road traffic, by these Rules as well as by the recommendations and directions given by Instructors and/or the Organizers. In case of serious and/or repeated violations of said provisions, the Organizers may suspend and if necessary, exclude the Participant from the Course. It is understood that, in such an event, the Participant shall not be entitled to a refund of the Price or to receive any other compensation or damages from the Organizers.

3.2 During the use of the Motorcycle and the practical tests on the road, DDE Participants and Guests must necessarily wear the Apparel. NS45ME gives the Participant the opportunity to rent Ducati Apparel for the duration of the DDE for a fee. The Participant must expressly request this when registering for the DDE. This being the case, the Apparel will be provided to the Participant at the Location where the DDE starts (check-in) and must be returned to the Organizers at the end of the event. The Apparel must be used exclusively by the Participant or his/her substitute, but not by any other third parties, and solely to take part in the DDE and on no other occasions. The Participant shall receive the Apparel and at that moment he/she shall assess and accept the same Apparel, the quality thereof and the use for which it is rented. The Participant immediately agrees to release NS45ME and hold it harmless from any direct or indirect loss or damage that may be caused to people - including the Participant, his/her substitute or Guest - or property by the use of the Apparel and to waive any claims and/or refunds in connection with the use of the Apparel, personally and in the name of any heirs or people concerned. For anything not expressly provided herein, the rental of the Apparel shall be subject to the provisions under Art. 1571 and following of the Civil Code. It is recommended that Participants do not wear

necklaces, bracelets, neck scarves and do not keep personal belongings in their pockets. Participants shall carefully safeguard the Motorcycle and any other item assigned to them by the Organizers and must not allow its use by other people including other Participants, unless they have been expressly authorized by the Organizers.

3.3 Participants should check the Motorcycle assigned to them and immediately inform the instructors in case of any anomalies or malfunctioning of the same.

3.4 During the DDE, Participants must maintain a careful and prudent conduct.

3.5 In case the Motorcycle provided to the Participant suffered serious damage due to a fall, accident or any other event caused by the behavior of the Participant, even by his/her slight or gross negligence, carelessness, or inattention, the Participant will not be entitled to receive a substitute motorcycle by the Organizer. Serious damage to the Motorcycle means damage which cannot be repaired by the technical staff present on site. If, however, the damage to the Motorcycle can be repaired on site by the technical staff, the Motorcycle will be delivered to the Participant as soon as possible, depending on the time and method of repair.

ART. 4. APPOINTMENT OF A SUBSTITUTE.

4.1. In the event that Participants are unable to participate in the DDE after the purchase, they may assign the Participation Agreement to a third party. In this case, that third party must submit a letter of proxy duly signed by the replaced Participant and a copy of the identity documents of the replaced Participant on the first day of the DDE. The third party may attend the DDE in place of the Participant if all the requirements are met, upon accepting in full and in writing all the conditions lying within the Participant's responsibility under these Rules. It will be the responsibility of the Participant to inform the substitute of the contents of these Rules.

ART. 5. GUESTS

5.1 Each Participant may be accompanied to the DDE by one person as a Guest. To this end, when purchasing the DDE, the Participant may choose to purchase either the Rider fee (1 participant) or the Rider fee with Guest (1 participant + 1 person as Guest).

5.2 The Guest may participate in the DDE with an additional fee. The Guest cannot travel as a passenger on the motorbike.

5.3 It will be the responsibility of the Participant to inform the Guest of the contents of these Rules.

ART. 6. LIABILITY

6.1 The Organizers and the Manager, where appropriate, will not be liable for any type of damage - direct or indirect - to persons or belongings suffered by the Participants, their substitutes, Guests or third parties during the DDE or their time within the facilities. The Organisers and the Manager do not assume any responsibility for safeguarding goods brought within the Locations by the Participants, their substitutes or Guests.

6.2 The Participants agree for themselves, their substitute and Guests to indemnify and hold the Organisers and the Manager harmless, as well as to reimburse the latter of what they may have paid on the behalf of the former, for any direct or indirect loss or damage caused by the Participants, their substitutes or Guests to people or property during the DDE or their stay at the Locations. The Participant will be responsible for loss or damage caused to the Motorcycle for deliberate misconduct or gross negligence and should therefore be liable for such damages. Instead, any minor damage caused to the Motorcycle by the Participant will be paid for by NS45ME.

6.3 Before the start of the DDE, each Participant must sign the disclaimer and waiver statement prepared by the Organizers and the documents prepared by the Manager in order to participate in the DDE.

6.4 NS45ME will ask for a franchise of € 500.00 (five hundred Euro) for any loss or damage that may be caused by the Participant to the motorcycle for deliberate misconduct or gross negligence, as required by article 6.2.

ART. 7. CANCELLATION, AMENDMENT AND SUSPENSION OF THE MULTISTRADA EXPEDITION BY THE ORGANISERS

7.1. NS45ME may, at their sole discretion, cancel, suspend or postpone the date of the DDE at any time in the event that its execution cannot take place in safety conditions or has become impossible due to force majeure or fortuitous or due to anti-Covid-19 regulatory provisions (by way of example but not limited to: ban on hotel facility managers from holding events, ban on mobility between States/Emirates, etc.). In this case, the Organizers will promptly inform the Participants of any cancellation or change of date of the DDE by sending a communication via e-mail to the address indicated by the Participants at the time of purchase of the DDE. In the event of a change of date, the Participant will have the right to withdraw from the Participation Contract by sending an email within the day following the date of receipt of the communication to booking@garage51me.com

In the event of cancellation of the DDE, NS45ME will only be required to reimburse the Participant for the price already paid. The Participant will not be entitled to receive from the Organizers and/or the Manager any further reimbursement, compensation or indemnity for any damages suffered due to the cancellation of the DDE.

7.2 If, on the other hand, the minimum number of participants envisaged is not reached, the Organizer reserves the right to cancel the booked Tour by communicating it in writing within 30 days of the departure date and simultaneously offering the Participants, alternatively, the possibility of participating in another date among those envisaged and available on the date of communication or the full refund of the amount actually collected on the date of cancellation of the Tour, net of any premiums relating to cancellation policies.

The various Experiences could also be held in the event of rain, unless this would, in the sole discretion of NS45ME, result in the necessary safety conditions not being met.

ART. 8. INFORMATION

8.1. For any communication and information regarding the DDE, the Participant can contact NS45ME at the e-mail address booking@garage51me.com For technical enquires the Participant can contact NS45ME at info@g51me.com

ART. 9. RIGHT OF TERMINATION

9.1 From the date of the booking confirmation sent by the Organizer, Travelers have the right to withdraw from the contract at any time. In this case, the right of withdrawal applied to the Traveler corresponds to the following percentage brackets of the participation fee including any supplements and/or reductions:

- 30% from the booking date up to 30 days from the departure date
- 70% from 29 to 9 days before departure
- 100% from 8 days to the departure date
- 100% in case of no show

ART. 10. ENTIRE AGREEMENT

10.1 The Participation Agreement is the integral and essential arrangement between the parties and supersedes any pre-existing contract, agreement or arrangements between the Parties on the same subject.

10.2 The Participant expressly authorizes NS45ME to use his/her e-mail address in connection with the activities related to the Participation Agreement. In particular, the Participants agree that the written confirmation of the terms and conditions contained in the Participation Agreement is performed by e-mail and will download and store the Participation Agreement (through printing on paper and/or long-term storage).

10.3 Any change or amendment of the Participation Agreement must be accepted in writing by both Parties.

ART 11. PHOTO SHOTS AND VIDEO RECORDINGS

11.1 DDE events, for their entire duration, will be documented by means of photo shots and video recordings, which may subsequently be freely used by the Organizer and its associated companies, where the Participants are not immediately recognizable or in any case do not represent the main element of the photo and/or video. Otherwise, the use of the image or video will be subject to a specific consent granted through the "Authorization for the use of one's own image" form. To this end, the Organizer may use the material produced for any initiative promoted by the same Organizer or by third parties, also with other images, without limitation of place, use, time and means for commercial purpose, and in particular for its diffusion also through websites, as long as its image is not the main element of the photo and/or video. The Participant expressly waives any claim, including economic compensation, against the Organizer and its associated companies and their employees, agents and representatives where his/her image has been used within the limits provided for in this article.

ART. 12. TRANSFER

12.1. Except as provided in Article 4 of these Rules, the Participant shall not transfer to a third party, in whole or in part, the rights and obligations under the Participation Agreement, without the prior written consent of NS45ME.

ART. 13. COMMUNICATIONS

13.1 All notices between the Parties relating to the Participation Agreement must be made in writing and sent to the other Party at the address specified in the Participation Agreement or purchase order for the DDE.

13.2 Communications affecting the validity or existence of this Participation Agreement shall be delivered by hand or sent by registered letter with acknowledgement of receipt.

ART. 14. GOVERNING LAW AND JURISDICTION

14.1 Any dispute arising out of or in connection with this Participation Agreement shall be settled, if possible, by negotiations conducted in the spirit of mutual cooperation and good faith.

14.2 This agreement is drafted in compliance with the Dubai law. Any dispute regarding the existence, the validity, the interpretation, the execution of the present articles will be entrusted according to the rules of Dubai Court.