

# GENERAL REGULATIONS AUTODROMO INTERNAZIONALE ENZO AND DINO FERRARI

Autodromo Internazionale “Enzo e Dino Ferrari” of Imola (BO), Via F.lli Rosselli n. 2 forming the whole “Functional Pole Autodromo”, is subdivided in more sub-fields closely interconnected and interdependent including spaces managed directly by Formula Imola S.p.A., with registered office in Imola (BO), Via Fratelli Rosselli n. 2, CF and VAT number 02823951203 (hereinafter referred to as the “Manager”) , for the purpose of - among other things - temporarily make the facilities available to third parties or host technical tests, vehicle tests, driving or riding courses, races, sport events, entertainment shows and cultural events in general, concerts, exhibitions, and organize and manage any other activity included in the corporate purpose. The use of what pertaining to the Manager, and more in general to the Functional Pole Autodromo when necessary, is regulated by this deed (hereinafter “Regulation”) and by the particular contract once is signed between the Manager and the Client (hereinafter referred to as the “Contract”):

## **Art. 1 - Definitions**

1.1 **The Functional Pole Autodromo:** homogenous territorial space for morphological and functional features consolidated in the time the portion of territory - which area of sedime - involved to the circuit activities, to be identified throughout the area placed within the outer perimeter fence of the structure independently of the peculiar fact that inside of it there are public and private properties, the presence of other sports facilities (municipal stadium, tennis courts), roads used as internal connection paths which are also open to public traffic, a public park, and commercial activities as the whole is to be considered functional, lawfully dedicated or involved, directly or indirectly, in the sports activities of motorsport character so as to constitute an unique and integral part or relevant to the activity performed in the infrastructure or place accessible to the public;

1.2 **Motoristica Area:** context of the Functional Pole in management to Formula Imola S.p.A.;

1.3 **Track:** track and pit lane;

1.4 **Areas open to public:** areas accessible to visitors and/ or to public (stands, lawns, places where the access is regulated or subject to the possession of a title etc);

1.5 **Equipment:** Paddock and Box.

## **Art. 2 - Scope of application**

2.1 This Regulation governs access to Motoristica Area of persons and vehicles, the use of the track, the facilities and open areas to the public.

2.2 Each provision (prices, timetables, etc.) issued by the Manager and displayed on the notice boards inside the Motoristica Area is an integral part of this Regulation and the transgressor will be moved away.

2.3 In any case, the following areas may not be used by third parties, subject to the Manager's express authorization: Management offices and utility areas, technical offices, medical centre, reception area, storage areas, rooms containing technological installations and more generally, all the areas used by the Manager or reserved by the Manager for third parties in accordance with special agreements entered into with such third parties.

## **Art. 3 - Access to the Motoristica Area**

3.1 Access of public, visitors, participants, track users, visitors, activity participants, staff and guests, as well as personnel including service personnel shall have to be in compliance with the procedures and timetable fixed by the Manager at its own exclusive discretion, or for special activities, by the relevant programs and applicable regulations, and subject to the payment of the applicable fees.

3.2 In the Motoristica Area no children under the age of 14 (fourteen) are allowed unless accompanied by adults;

3.3 Eventual admission ticket is personal and cannot be transferred to third parties, except in the cases according to the procedures laid down by the rules or by the Manager.

3.4 For the access it may be required to hold a valid identity document, to be shown on request of the staff on duty, to verify the correspondence between the holder and the possessor of the same.

3.5 Any title of access must be kept throughout the spectator's stay and the exit, will be on the terms and manners established by the Manager.

3.6 The spectators attending the activities must only access the structures and areas stated in their entry ticket (ticket, pass, passport, etc.) similarly, visitors are prohibited from entering specific areas which are specially regulated or otherwise marked off and may only be accessed by producing special access passes.

## **Art. 4 - General rules for the use of Areas open to public**

4.1 Visitors and vehicles admitted inside have to comply to the Manager's provisions to avoid any conduct which may endanger their own and/or safety of others, such as, for example, access to the areas off-limits to the public and to respect the properties tested.

4.2 It is forbidden to bring weapons or other dangerous objects, rockets, bengala, fireworks and firecrackers or other instruments for the emission of smoke or visible gas, flammable material and harmful substances. It is also forbidden to bring or hold stones, knives, objects capable of being launched, emission systems of light rays (laser pointers), and other objects that can cause disturbance or danger to all those present

4.3 It is forbidden to stop near passageways, exits, entrances, along access and exits without a good reason. It is also forbidden to climb on the structures or to build constructions even of precarious character.

4.4 It is forbidden to damage or destroy in any way facilities, infrastructure, services present or trees.

## **Art. 5 - General rules applicable to the use of the track and facilities**

5.1 Unless specifically written derogation by the Manager, the use of the track is allowed during the hours included from 09.00 to 13.00 and from 14.30 to 18.30, and can be granted in exclusive or non-exclusive, (simultaneously, that is, to other users) as specified below.

5.2 Exclusive use of the track:

- exclusive use of the track may be granted for one or several days, with or without additional technical support services; the applicable terms and costs shall be established by the Manager from time to time, according to the nature, duration, level of importance of the planned activity and requested services;

- exclusive rights will be granted upon the Client's request or directly by the Manager according to the type of vehicles and of planned track use;

5.3 Not exclusive use of the track:

- exclusive use of the track may be granted for one or several days, with or without additional technical support services; the applicable terms and costs shall be established by the Manager from time to time, according to the nature, duration, level of importance of the planned activity and requested services;

- vehicles operated by several different Clients may be allowed onto the track at the same time, according to parameters fixed by the Manager and at its own discretion.

5.4 The number of vehicles which can use the track simultaneously will be fixed by the Manager each time.

5.5 Access to the Track, Pit Garage and Paddock areas, shall be exclusively reserved for Drivers/Riders, mechanics and any other specifically authorized persons.

5.6 Access to the track is reserved exclusively to older than 18 years, except where otherwise authorized by the Manager.

5.7 The use of the track, even partial, can be denied by the Manager at its sole discretion, without the obligation to provide specific justifications.

5.8 On the track are not allowed assembly activities, dismantle and repair of vehicles.

5.9 Refueling activities and storage of any flammable material (eg. Gasoline, lubricating oils, etc.) is not permitted in track and inside the pits.

5.10 it is absolutely forbidden to test vehicles in the Paddock unless previously agreed with the Manager.

5.11 The circulation of any vehicle is subject to the following rules:

- Paddock area: maximum speed 30 km/h;

- Pit-lane area: maximum speed 60 km/h.

5.12 Sports competitions of any nature and sort, must be previously authorized by the sporting and administrative authorities.

## **Art. 6 - Rules of driver behavior**

6.1 Access to the track is allowed only to vehicles equipped with wheels covered by rubber tires and is conditioned upon undersigning (by each Driver and any transported passengers) of a Disclaimer releasing the Manager and upon production of a valid driving license, and shall only be possible after obtaining authorization for access from the appointed member of the Circuit staff.

6.2 Each Driver is requested to adopt a fair, loyal and responsible behavior with respect to the other Drivers/Riders and staff.

6.3 Unauthorized racing as well as betting Drivers/Riders and Circuit users are strictly forbidden.

6.4 Each car or motorcycle may only be driven/ridden by its Driver who must be at least 18 (eighteen) years of age, except where otherwise authorized by the Manager.

6.5 The drivers:

- must comply with the instructions supplied by the personnel in charge;

- must refrain from drinking alcoholic beverages and using drugs before and after driving;

- must refrain from using mobile phones during driving and from entering and using the track with on board cameras;

- motorcyclists and their passengers, if any, must wear suitable protective riding gear, in the right size and consisting of at least: full face crash helmet, leather suit complete with padding and protectors, back protector, gloves and boots;

- car drivers and their passengers, if any, must drive with correctly fastened safety belts and wear suitable protective race gear in the right size and consisting of at least: full face crash helmet, gloves, suit and suitable footwear.

6.6 Each Driver must ensure that his vehicle is perfectly adequate for its intended use on the track, by undertaking any relevant responsibility in regard to any accidents or damages to himself or his own property or to third parties and their property, including the Drivers and any passengers, guests, mechanics, participants, spectators etc. or to the Autodromo Functional Pole facilities, holding the Manager and staff harmless from any such responsibility.

6.7 It is strictly forbidden to reverse the travelling direction i.e. to lap the track in a clockwise direction or to travel in reverse gear.

6.8 Each Driver must complete the first few laps around the track at low speed for sighting purposes.

6.9 It is forbidden to stop along the track; if a Driver must stop, his vehicle must be parked at a point not interfering with other Drivers' trajectories, and the Driver must then promptly reach a safety area (behind the nearest protective barrier) and wait for the service staff. In any case, it is strictly forbidden to push a stopped vehicle before all the other vehicles on the track have stopped, and in the event of a crash, to try and pick up a motorcycle before all the other vehicles on the track have stopped or before all the riders have been informed of the existing danger, as well as to cross the track before all the other vehicles on the track have stopped.

6.10 . It is always forbidden to cross the track on foot or with vehicles (also for the passengers, mechanics, etc.), unless this is done at the specially regulated appointed times.

6.11 Should a Driver detect an incident of whatever nature, he or she must promptly report it back to the pit garages and to the appointed personnel along the track.

6.12 Should the Drivers intend to enter to the pit garages, they must reduce their speed accordingly and signal their intention to the other Drivers behind them.

6.13 Should a Driver observe any failure in the track's safety conditions, he or she must return to the pit garages immediately and inform the personnel in charge of the nature of the observed danger.

6.14 The track manager may, at its own discretion, ban a Driver from entering the track or order a Driver to immediately return to the pit garages in the event of any behavior judged dangerous or troublesome for himself or other track users.

#### **Art. 7 - Flag signals**

7.1 If the Manager or track marshals display or operate, at one or several locations along the track:

- a yellow flag (danger signal), the Drivers must watch out for a danger or obstacle on the track, reduce their vehicles' speed, not overtake other competitors in the section of track covered by the yellow flag, and be ready to change direction or stop their vehicles waiting for directions from the service personnel and for the green flag to be displayed before they can resume their normal activity;

- yellow/red striped flag (loss of adhesion signal), the Drivers must reduce their vehicles' speed in that section of the track because of poor grip conditions;

- green flag (end of dangerous condition signal), the Drivers can resume normal track activities because a previously signalled danger has been removed;

- red flag (stop signal), the Drivers on the track must slow down and be ready to stop immediately and re-enter the pit lane at minimum speed and without overtaking;

- black flag displayed alongside a board with the vehicle number in white against a black background (Driver called back to pits signal), the Driver whose racing number is shown on the board must return to his pit garage during the next lap;

- chequered flag (end of session signal), the Drivers must reduce their speed and re-enter their pit garages.

#### **Art. 8 - Works and installations**

8.1 Any works to be performed by the Client and at the Client's expense for the installation of systems, facilities, structures and temporary appliances as well as any other layout and rearrangement work which alters the existing state of places and structures, equipment and fittings, may be carried out, after preliminarily checking with the Manager and in agreement with and subject to the authorization (as well as under the direct supervision) of the technical authorities appointed by the Manager, in compliance with the Safety Regulations and with any other applicable accident prevention and workplace health and safety standards. In any case, it is forbidden to alter (with holes, anchors etc.) the current state of walls, floors and ceilings, and any installations or constructions hindering or blocking the access to entrances, passages and emergency exits are equally forbidden. The Client is requested not to install nor let into the operating areas any heavy weight machinery and materials without the prior written authorization of the Manager, to be issued in writing from time to time. When handling material inside the Motoristica Area, all the necessary precautions must be adopted to prevent damages of any kind to the building and equipment; any caused damages must be repaid by the Client, even if actually caused by third parties. The set-up structures and installations must be fire-proof, engineered by statistical calculation and in accordance with the applicable rules currently in force - in terms of both workmanlike execution and grounding efficiency.

8.2 It is strictly forbidden to leave - in areas used by the Client - standard and special waste including, but not limited to, tyres, batteries, oil/petrol containers, vehicle parts in general etc. The materials which the Client wishes to discard must be correctly disposed of at the Client's care and expenses. Failure to comply with this rule will imply the obligation for the Client to reimburse the Manager's disposal costs.

8.3 In case of structure installations in the paddock, it is forbidden to fix and/or secure such installations to the ground damaging the road surface; any intended anchoring solution must be examined and approved in writing by the Manager.

#### **Art. 9 - Responsibilities**

9.1 The Manager shall not be responsible for any thefts and/or damages caused to property left in the Motoristica Area or the Circuit Functional Pole by anyone during setting-up works or performance of activities, and in particular, in the parking areas and paddock areas which are considered not guarded.

#### **Art. 10 - Security service – Traffic and parking areas**

10.1. In case of activities involving the public, the Client must provide a security service active inside and outside the Circuit, adequate for the organized activities, by agreeing the relevant operating procedures with the Public Authorities in charge. The dimensioning and organization of the security service must be agreed with the Manager, who will also be able to exercise any required supervision, without the Client being entitled, however, to claim that this releases him of any responsibility towards the Authorities, Manager and third parties for any accident, incident or damage that might occur during the organized activities.

10.2 In case of activities involving the public, the Client must organize, at his own care and expenses and in accordance with the directions provided by the Manager and Public Authorities, the traffic and parking in the areas outside the fencing of the Functional Pole.

#### **Art. 11 - Inspections - Regulation Breaches - Video Surveillance**

11.1 The Client acknowledges that the Manager is entitled to check in what ways the Circuit areas are used and that all the services relating to the use of such areas are correctly performed, as well as that all the applicable law provisions are observed. To this end, the Manager may perform, at any time, the required checks and inspections and provide the required instructions in order to preserve the assets granted in use to the Client, in accordance with applicable law and agreement terms, with the Client being bound to comply with such directions, and with the Manager being entitled - in the event of non-compliance - to request from the Client immediate compliance with the disregarded instructions. The Client undertakes to allow free access to the Motoristica Area and its adjoining areas to all personnel identified by a special service card to be issued by the Manager. The Client also undertakes to allow free access to the Motoristica Area to service staff appointed by the Manager to carry out tasks and services, who must produce the above mentioned card (the names of the card holders are listed in a document available at the Manager's office). The Client must appoint a person entitled to receive any Manager's inquiries and claims. The Manager must, in turn, support the Client to ensure that the activities and technical support services are carried out at best, especially as far as official ceremonies and relations with the media are concerned. The Client may submit requests to the Manager concerning anything that is related to the normal performance and management of the activities.

11.2. The non-fulfillment or partial non-fulfillment of the requirements of these Regulations may imply that the defaulting parties who are present on the Circuit grounds in any capacity may be ordered to leave immediately, without any prejudice for the Manager's right to take legal action against such defaulting party.

11.3 The Manager informs that, due to safety and asset protection reasons, the Circuit Functional Pole is equipped with a video surveillance system, with particular regard towards the Motoristica Area, the track, the pit garages and the paddock; the closed circuit TV system allows, if necessary, the persons responsible for any offences and infringements to be identified.

11.4. Any recorded TV footage is usually deleted after 36 (thirty-six) hours from recording, unless it is necessary to keep it as evidence of any offences and infringements against which legal action must be taken or to support the police or judicial authorities in their investigations. In any case, the recorded footage may not be used for reasons different from those described, nor reported or notified to third parties, with the exception of the above mentioned persons/authorities.

11.5. To exercise the rights granted by art. 13 of the Italian Law Decree 196/03 as well as for any additional information/clarification regarding the processing of acquired data and the use of the recorded footage, any interested persons may contact the Manager.

#### **Art. 12 - Final provisions**

12.1 The Manager reserves the right to update the Regulation or introduce any additions or amendments without any notice obligation.

12.2 The exposure of the Regulation gives immediate effect to what in it reported.

12.3 The Manager reports that in the Motoristica Area are present semi-automatic defibrillators (AEDs), located as shown in the attached plan.