

Esteemed

Formula Imola S.p.A.

Piazza Ayrton Senna da Silva, 1
40026 Imola (BO)

Imola, _____

Subject: declaration on the use and access of the "Enzo and Dino Ferrari" International Autodrome of Imola (hereinafter also referred to as the "Autodrome") on the day(s) of _____

The undersigned (last name) _____ **(first name)** _____
born in _____ **state** _____ **date** _____
resident in _____ **state** _____
street _____ **n.** _____ **ZIP code** _____
telephone _____ **mobile phone** _____ **e-mail** _____
in his/her capacity as a professional photographer/professional journalist/press officer,

DECLARES

1. (ACTIVITY PERFORMED) - to carry out the activity of journalist/photographer in a professional capacity of a purely intellectual nature and in this capacity to have requested temporary access to the facilities of the "Enzo e Dino Ferrari" International Racetrack of Imola and to the track;
2. (PSYCHO-PHYSICAL FITNESS) - to be in perfect physical and mental health, not to use substances (i.e. alcohol, narcotics, drugs, etc.) that may in any way impair or alter his/her efficiency, perception and cognition, and therefore to relieve Formula Imola S.p.A, the companies and operators it will use in the performance of its activities, Con.Ami, as concessionaire of the Enzo and Dino Ferrari International Autodrome Functional Pole and the Municipality of Imola, as owner, from any responsibility for any problems and/or physical consequences that may arise or intervene during and as a result of the activities carried out and the access requested;
3. (ACCEPTANCE OF STATE/PLACE) - to have examined the current state of the racetrack, equipment and technical support services present at the Autodrome, including the safety measures applied, and to have verified its perfect state and conformity to its requirements, and therefore to relieve, to the fullest extent, for itself, its successors and assigns in any capacity, Formula Imola S.p.A, the companies and operators it will use in the performance of its activities, Con.Ami, as concessionaire of the Enzo and Dino Ferrari International Autodrome Functional Pole and the Municipality of Imola, as owner, from any consequence that may arise from the activity undertaken, including accidents and/or incidents that may be directly or indirectly connected with the activity carried out at the Autodrome;
4. (ACCEPTANCE OF THE AUTODROME RULES) - to have read the provisions contained in the General Regulations of the Racetrack, which is an integral part of this letter, the contents of which is shared and found posted on the Paddock notice board and on the website www.autodromoimola.it, in particular to know the rules and precautions to be observed by the users of the Racetrack, to accept them all unconditionally and to undertake to observe them;
5. (INSURANCE COVERAGE) - to have adequate company and/or personal insurance coverage against all risks (including the risks of death and partial or total permanent disability) and third-party liability insurance, which provide for the waiver of recourse under Article 1916 of the Civil Code;
6. (ACCEPTANCE OF RISKS) - to enter the facilities of the Enzo and Dino Ferrari International Autodrome and its racetrack at his/her own risk, and in any case to be fully aware of the risks - and to want to expressly and consciously accept them - connected with the activity exercised therein, also with reference to the simultaneous presence of other operators, users and users of the facility, and with such awareness that he/she intends therein to carry out his/her professional activity at his/her own exclusive risk, thereby expressly stating - in other words, and as far as may be necessary - that he/she is aware that access to the facilities and in particular to the racetrack may potentially entail damage to his/her own person, to others and to property, and that he/she gives his/her express consent to the exercise of such activity, which will take place under his/her sole and exclusive responsibility;
7. (CONDUCT IN THE PERFORMANCE OF THE ACTIVITY) - to comply with the instructions given by the Event Organizer and its auxiliaries, not to make improper use of the fixed and/or mobile equipment present at the Racetrack and, to undertake to carry out his/her activities in compliance with the provisions of Legislative Decree 81/2008 and subsequent modifications and supplements;
8. (OBLIGATIONS OF THE DECLARANT) - to permanently wear the access title (e.g. bib, pass etc.), to access only in the dedicated and/or specially reserved spaces and areas, not to enter the racetrack, not to make use of any structure (e.g. teeter-totters or scaffolding), and in no case to hinder any activity, especially those of intervention, rescue and/or safety;
9. (INDEMNITY) - to relieve, to the fullest extent, for him/herself, his/her successors and assigns in any capacity, Formula Imola S.p.A, the companies and operators it will use in the performance of its activities, Con.Ami, as concessionaire of the Enzo and Dino Ferrari International Autodrome Functional Pole, and the Municipality of Imola, as owner, from any consequence that may derive to them - none excluded, and both with regard to the undersigned and to any third party - from accidents and incidents and

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from the activities consequent to the same (by way of example only: vehicle recovery, firefighting, rescue activities, etc.), and in any case to release Formula Imola S.p.A. from any liability for any damage caused to the undersigned and to any third party, and to relieve in any case, to the fullest extent, for him/herself and his/her successors or assigns in any capacity, Formula Imola S.p.A, the companies and operators it will use in the performance of its activities, the Con.Ami and the Municipality of Imola, the Autodrome staff or in any case members of the organization, and including any employee and/or person designated by them for the performance of duties or functions at the Autodrome and/or for the purposes of the performance of the activities, with respect to any obligation to pay sums of any kind by way of compensation for damages, indemnities, reimbursements, etc. - and both with respect to the undersigned and to any third party - in the event of any injury and/or accident and the activities consequent to the same, whatever the duration, outcome and consequences of the same, which may occur during the activity, and this whatever the cause of the injury, event and/or accident - including force majeure and fortuitous events - whoever may be attributable, including Formula Imola S.p.A, the Con.Ami and the Municipality of Imola, their respective organizations, supervisors and employees all, and, in general, any other party involved, even through negligence, and even if they occurred or were caused during the activities resulting from the accident, event and/or claim;

10. (LIABILITY OF THE DECLARANT) - that he/she is totally and exclusively responsible for the compensation of any damage caused, directly or indirectly, by his/her own conduct, to the facilities of the "Enzo and Dino Ferrari" International Autodrome of Imola, to the vehicles and property present therein or to third parties - none excluded, whether drivers, spectators persons transported, accompanying persons, persons carrying out any activity whatsoever and also on their behalf at the Autodrome or members of the organization, and including any employee and/or person designated by them to carry out tasks or functions at the Autodrome and/or for the purposes of carrying out the activities (by way of non-exhaustive example only: track attendants, firefighters, doctors and medical personnel, photographers, press officers, journalists, etc.) - and to their property, and to relieve now and for then, in the broadest way, for him/herself, his/her successors and assigns in any capacity, from any and all responsibility regarding the event Formula Imola S.p.A, the companies and operators of which it will use in the performance of its activities, Con.Ami and the Municipality of Imola, as well as holding them harmless from any claim for damages that may be made to them by third parties and their successors in title for the above causes as well as in any case to undertake to indemnify them for all expenses and charges that they may have to incur for any reason in the interest of the undersigned;
11. (CUSTODY OF OBJECTS AND MATERIALS) - to have exclusive responsibility for the safekeeping of his/her personal objects and equipment, including work equipment, brought into the Autodrome; to be aware of the fact that the parking lots, the boxes and the Paddocks located inside the Autodrome are unattended and therefore to relieve Formula Imola S.p.A., the companies and operators it will use in the performance of its activities, Con.Ami and the Municipality of Imola from any responsibility for theft, damage and/or loss of goods and materials left in storage at the Autodrome;
12. (MODIFICATION, SUPPRESSION OR INTERRUPTION OF ACTIVITY) - to accept, without raising exceptions or requests for compensation or indemnity that Formula Imola S.p.A., in case of necessity or at its sole discretion, may modify, suppress or interrupt, even during the trials, the use of the racetrack and its facilities or revoke the access pass;
13. (PROCESSING OF PERSONAL DATA) - By signing this contract, the customer declares to have read the information on the processing of personal data pursuant to European Regulation 679/2016 and Legislative Decree 196/2003 as amended by Legislative Decree 101/2018. The complete information on the processing of personal data follows this document and is in any case available with the relevant updates on the website <https://www.autodromoimola.it/>;

(Signature) _____

The following clauses are specifically approved pursuant to Art. 1341 and 1342 of the Civil Code the following clauses: 1) (ACTIVITY PERFORMED), 2) (PSYCHO-PHYSICAL FITNESS), 3) (ACCEPTANCE OF STATE/PLACE), 4) (ACCEPTANCE OF THE AUTODROME RULES), 5) (INSURANCE COVERAGE), 6) (ACCEPTANCE OF RISKS), 7) (CONDUCT IN THE PERFORMANCE OF THE ACTIVITY), 8) (OBLIGATIONS OF THE DECLARANT), 9) (INDEMNITY), 10) (LIABILITY OF THE DECLARANT), 11) (CUSTODY OF OBJECTS AND MATERIALS), 12) (MODIFICATION, SUPPRESSION OR INTERRUPTION OF THE ACTIVITY), 13) (PROCESSING OF PERSONAL DATA).

(Signature) _____

INFORMATION NOTICE ON THE PROCESSING OF PERSONAL DATA

Formula Imola S.p.A, as Data Controller of personal data in accordance with art. 4 and art. 13 of the EU Regulation 2016/679 informs you that it will process your personal data manually and/or with the support of computerised means for the purposes indicated below.

Data Controller and DPO (Data Protection Officer)

The Data Controller is Formula Imola S.p.A., based in 40026 - Imola (BO), Piazza Ayrton Senna da Silva n. 1, P.I. 02823951203, certified e-mail: info@pec.autodromoimola.it. The data controller has appointed a DPO (Data Protection Officer), Avv. Chiara Ciccia Romito contactable at the e-mail address dpo@autodromoimola.it.

Type of data processed

The personal data processed are identification data (i.e. first name, last name), contact data (i.e. place of birth, address and place of residence, telephone and personal e-mail).

Purpose of processing

The personal data you provide will be processed for purposes related to:

1. the temporary access to the facilities of the "Enzo and Dino Ferrari" International Autodrome and the racetrack, as a professional photographer/professional journalist/press officer;
2. the fulfillment of legal obligations under tax and fiscal regulations;
3. the sending, by means of paper and/or digital tools, of promotional material, advertising, surveys regarding the activity of the Autodrome and for communication and transmission to our business partners.

Legal nature of the conferment

The conferment of data by the interested party for the pursuit of the purposes referred to in points 1) and 2) is mandatory; while the conferment of data for the purpose referred to in point 3) is optional, however, in the event of failure to confer, the owner will be unable to follow up on the processing operations related to this purpose.

Legal basis of the processing

The legal basis of the processing for the purpose referred to in point 1) is found in the adoption of pre-contractual measures at the request of the data subject pursuant to Art. 6 letter b) of the EU Reg. 679/2016; the legal basis of the processing for the purpose referred to in point 2) is represented by the fulfillment of a legal obligation pursuant to Art. 6 letter. c) of the EU Reg. 679/2016; the legal basis of the processing for the purposes referred to in point 3) is found in the consent expressly given by the data subject, revocable at any time, as provided by Art. 6 letter a) of the EU Reg. 679/2016.

Categories of recipients of personal data

The processed data will not be disclosed to third parties. Recipients of the acquired data may however be, in addition to the data controller:

- entities, professionals, companies or other structures entrusted by us with the processing related to the fulfillment of administrative, accounting and management obligations related to the ordinary course of our economic activity;
- public authorities and administrations for the purposes related to the fulfillment of legal obligations or to the subjects entitled to access them by virtue of provisions of the law, regulations, EU regulations;
- banks, financial institutions or other entities to which the transfer of the aforementioned data is necessary for the performance of our company's activities in relation to the fulfillment our contractual obligations towards you;
- business partners carrying out activities closely connected and/or complementary to the services offered and/or made available by Formula Imola S.p.a, such as suppliers of furnishings, suppliers of hotel facilities and suppliers of technical facilities.

The list of data processors is available upon request.

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Methods of data collection and retention times

The personal data collected will be processed in accordance with the principles of lawfulness, fairness and transparency and in any case in such a way as to ensure their security and maximum confidentiality. Your data will be stored in a form that allows for their identification for a period of time not exceeding the achievement of the purposes for which the data were collected.

- Personal data collected for the purposes mentioned in point 1) will therefore be kept for the duration of the contractual relationship and thereafter for 10 years after the termination of the contractual relationship.
- Data strictly necessary for tax and accounting purposes, the purpose for which they were collected having ceased to exist, will be retained for a period of 10 years as stipulated in Article 2220 of the Civil Code.
- Personal data collected for the purposes referred to in point 3) will be processed for the time strictly necessary for the pursuit of the purposes, in any case not more than 24 months, and/or until there is an express revocation of consent by the person concerned.

Transfer of data

The Data Controller does not transfer personal data to third countries or international organizations.

Rights of the data subject

Pursuant to Articles 15 - 22 of the Regulation, we inform you that with regard to the processing of your personal data, you may exercise your rights: right of access to personal data; right to rectification and integration of personal data; right to erasure of data ("right to be forgotten"); right to restriction of processing; right to lodge a complaint with the Guarantor for the Protection of Personal Data, following the procedures and directions published on the official website of the Authority www.garanteprivacy.it; right to data portability; right not to be subjected to a decision based solely on automated processing, including profiling; right to withdraw consent at any time.

The exercise of the rights is not subject to any formal constraints and is free of charge.

Methods of exercising rights

The interested party may exercise rights at any time by sending:

- a registered letter with return receipt to Formula Imola S.p.a 40026 - Imola (BO), Piazza Ayrton Senna da Silva;
- an e-mail to the certified e-mail address: info@pec.autodromoimola.it.

DECLARATION OF CONSENT FOR PROMOTIONAL AND ADVERTISING MATERIAL

The undersigned declares his/her specific consent for the processing of personal data that may be processed by Formula Imola S.p.A, as Data Controller, for sending promotional and advertising material. The undersigned declares that he/she has received complete information pursuant to Articles 13 and 14 of the EU Regulation 2016/679, and expresses his/her consent to the processing of the data inherent to the purposes outlined above.

I CONSENT

I DO NOT CONSENT

Place _____, ____/____/____

Signature _____

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