

01 Purpose

- 1.1. These general conditions ("General Conditions") integrate the terms and conditions of registration and participation in the 1000 Miglia 2022 race provided for by the Specific Race Regulations ("RPG") adopted by 1000 Miglia S.R.L. and subject to the approval of Aci Sport.
- 1.2. Registration for the race implies full acceptance of the general conditions, the RPG and any additions and / or changes to these documents ordered by 1000 Miglia Srl even after the closure of registrations.
- 1.3. The non-acceptance of these general conditions by the competitor and the crew through the registration portal does not allow registration to the race.
- 1.4. In the event of a conflict between the general conditions and the RPG, the latter prevails.

02 Admitted cars, registration fees and Race program

- 2.1. 1000 Miglia S.r.l. independently and at its sole discretion determine the cars admitted to the Race. It is not possible to lodge a complaint or appeal against the decision of the Selection Commission.
- 2.2. No objection relating to the registration fees is admitted since by accepting the RPG and the General Conditions, the Competitor expressly accepts the fairness of the registration fees in relation to the totality, type and quality of the services offered by 1000 Miglia Srl.
- 2.3. The race program envisaged in the RPG contains provisional information relating to the 1000 Miglia 2022 Race which 1000 Miglia reserves the right to modify.
- 2.4. 1000 Miglia undertakes to make the facilities and services indicated in the RPG available to Competitors. In case of unavailability of the indicated structures and services, 1000 Miglia will be responsible for ensuring their replacement with structures / services of a quality equal to or higher than that indicated.
- 2.5. In addition to what is provided in the registration fee, it is possible to request the following additional services, as well as further services as offered by 1000 Miglia, upon payment of the established amount of 1000 Miglia for each service:
 - hotel accommodation in a double room for single use if available in the competition locations;
 - extension of stay in Brescia in the days preceding or following the Race;
 - participation of a support crew to their car, for a maximum of 2 crews for each car;

- purchase of n. 01 road-book and n. 01 road tax for an assistance car without hotel and restaurant services for a maximum of 1 per car.

acquisto di n. 01 road-book e n. 01 bollo per una vettura di assistenza senza servizi alberghieri e di ristorazione per un massimo di 1 per vettura.

03 Condition precedent

- 3.1 Any obligation connected and consequent to the competitor's application for registration is subject to the suspensive condition of ACI Sport's approval of the RPG.
- 3.2 If the RPG is not approved, 1000 Miglia S.r.l. will only be required to return the sums paid by the Competitor, net of bank charges and / or collection commissions (notwithstanding paragraph II of art. 1385 of the Italian Civil Code), by bank transfer or credit on card of credit.

04 Refund of the entry fee for crews not accepted

In the case of non-acceptance and/or non-inclusion on the waiting list of a car by the organiser, the deposit will be refunded by bank transfer or accredited on the credit card, by Friday 3 June 2022.

05 Refund of the entry fee in case of withdrawal of the entry application or the accepted entry

Except as otherwise provided in Article 8.22 below, in the event of withdrawal, for any reason, of the entry application or the accepted entry by a Competitor, the entry fees shall be refunded only as follows:

From: opening date for entries → To: closing date for entries

The fee paid as deposit by the Competitor shall be entirely refunded to the latter, net of administrative charges in the amount of Euros 150.00 plus VAT equal to 22%;

From the day following the closing date for entries →

To: publication of list of Competitors and cars accepted

The fee paid as a deposit by the Competitor shall be entirely refunded to the latter, net of a penalty equal to Euro 1,000.00 (VAT exempt pursuant to article 15, paragraph 1, Italian Presidential Decree 633/72);

From the day following the publication of the list of Competitors and cars accepted →

To: Thursday 28th April

The entry fee shall be refunded to the extent of 50% plus VAT;

From: Friday 29th April → To: Thursday 19th May

The entry fee shall be refunded to the extent of 75% plus VAT;

From: Friday 20th May

The entry fee shall not be refunded

06 Waiting list

- 6.1 The "Waiting List" is an instrument that allows the competitors entered for the event, but not accepted by the Organiser by the publication of the list of those admitted, to participate in the competition by replacing crews that have withdrawn or have not passed the checks for any reason.
- 6.2 At the presentation of the request for entry, every competitor must state his acceptance to be placed on the "Waiting list".
- 6.3 The waiting list will be made up of the cars that:
- satisfy all eligibility requirements, as contained in these SR;
 - have not been accepted as per the publication of the list of those admitted;
 - belong to competitors who have provided their willingness to be part of such list.
- 6.4 Should a competitor accepted for the competition as from publication of the list of competitors and cars admitted notify his withdrawal from the competition, the organizer, at his sole discretion, will select one. Competitors included in the Waiting List will have the possibility to accept or refuse the proposal by replying to participants@1000miglia.it within 72 hours from the announcement. Competitors provided with certified e-mail (PEC) must send the abovementioned notice to the PEC address: 1000miglia@legalmail.it. Acceptance by the Organization will allow the team to be registered for the competition in compliance with Article 8.9 of SR. In case of non-acceptance by the Competitor of the proposal for participation, the fee paid as deposit by the Competitor shall be entirely refunded to the latter, net of administrative charges in the amount of Euros 400.00 plus VAT equal to 22%.
- 6.5 The "Waiting list" will close on Friday 3 June 2022 at 23:59. By the said date, the Organizer will inform those teams on the "Waiting list" whether they have been accepted for the race, or not, by e-mail directly to the address stated in the relative section of entry form.
- 6.6 The organiser has the right to contact competitors on the "Waiting List" in the case of withdrawal, Saturday 4th June to Tuesday 14th June 2022. Competitors included in the Waiting List will have the possibility to accept or refuse the proposal by replying to participants@1000miglia.it within 24 hours from the announcement. Competitors provided with certified e-mail (PEC) must send the abovementioned notice to the PEC address: 1000miglia@legalmail.it. Acceptance by the Organizer will result in the Crew entering the race in accordance with and for the purposes of Article 8.9 of SRR. In case of non-acceptance by the Competitor of the proposal for participation, the amount paid by the Competitor as a guarantee deposit will be refunded in full.
- 6.7 The refund of the deposit in the case of withdrawal by a competitor of a vehicle on the waiting list, will only occur in compliance with what is stated in Article 8.13 of these SR, applying administrative fees of Euro 400,00 plus VAT. If owed, the deposit fee will be refunded within 60 days from the date of notification of the withdrawal, and nonetheless within and no later than Friday 29 July 2022.
- 6.8 It remains firm that competitors who do not withdraw and are not selected from the "Waiting List" have the right to be refunded in full for the amount paid by bank transfer or accredited on their credit card by Friday 29 July 2022.

07 Restrictions on entry into Italy or exit from the area of residence

7.1 Persons, as the defined below in this Article, who are resident:

1. in countries from which entering Italy is barred by provision of Italian or such country's authorities in relation to the COVID-19 health emergency;
2. in countries from which exit is precluded by order of its authorities in relation to the COVID-19 health emergency;
3. on the Italian territory, in an area (e.g. Region, Province, Municipality) from which exit is forbidden by order of the Italian authorities in relation to the COVID-19 health emergency;

during the period from the closing date for entry applications to 11th May, who intend to withdraw from the Race, shall send their withdrawal by e-mail to participants@1000miglia.it, attaching a copy of the provision of the competent Authority, no later than 11th May at 23:59, in order to – and as a way of exception to the provisions set forth in Article 8.14, alternatively:

- a) seek the refund of the fees paid as a deposit net of administrative charges in the amount of Euro 150.00 plus VAT equal to 22%; or
- b) keep the fees paid in the Organiser's account as pre-payment of the entry fees for the next edition of the race, without prejudice to any possible potential economic integration in case of increase of the entry fees, and provided that a new application for the next edition of the race shall be submitted.

7.2 Failing to send the withdrawal within 11th May, or in case of communication of withdrawal after that date should the restrictions persist, or in the event that one of the cases described in this article should occur after 11th May, the following provisions shall apply:

From: Thursday 12th May → To: Wednesday 25th May

The fee paid by the Competitor as a deposit shall be entirely refunded to the latter net of a deduction as administrative and management costs equal to 10% of the fee paid plus VAT at 22%

From: Thursday 26th May → To: Friday 3rd June

The entry fee shall be refunded to the extent of 50% plus VAT;

From: Saturday 4th June

The entry fee shall not be refunded

7.3 For the purposes of the application of the provisions set forth in this Article, "person" means alternatively:

- a. the Competitor being part of a Crew;
- b. the owner (if natural person) of the car part of the Crew;
- c. both the Drivers indicated during the entry phase.

08 Postponement of the event due to covid-19 pandemic or force majeure

- 8.1 Organiser shall be entitled, at any time and at its sole discretion, to postpone the Race if the health emergency caused by Covid-19 persists, or for extraordinary and unexpected events beyond its control such as, including but not limited to, new epidemics, measures issued by the authorities, earthquakes, floods, sudden climatic changes which prevent, in whole or in part, the performance of the Race.
- 8.2 Any request for withdrawal shall be subject to the provisions set forth in Article 8.13 according to the new deadlines that will be communicated.

09 Cancellation or suspension of the event due to covid-19 pandemic or force majeure

- 9.1 The Organiser shall be entitled, at any time and at its sole discretion, to cancel and/or suspend the Race if the health emergency caused by Covid-19 persists, or for extraordinary and unexpected events beyond its control such as, including but not limited to, new epidemics, measures issued by the authorities, earthquakes, floods, sudden climatic changes which prevent, in whole or in part, the Race.
- 9.2 In case of cancellation or suspension of the Race, the Organiser shall refund the entry fees as follows:

From: opening date for entries → A: Chiusura iscrizioni

The fee paid as a deposit by the Competitor shall be entirely refunded to the latter;

From the day following the closing date for entries → To: Wednesday 4th May

The fee paid as a deposit by the Competitor shall be entirely refunded to the latter net of administrative charges in the amount of Euros 250.00 plus V.A.T. equal to 22%;

From: Thursday 5th May → To: Wednesday 25th May

The fee paid as a deposit by the Competitor shall be entirely refunded to the latter net of a deduction as administrative and management costs equal to 10% of the fee paid plus VAT at 22%

From: Thursday 26th May → To: Friday 3rd June

The fee paid as a deposit by the Competitor shall be entirely refunded to the latter net of a deduction as administrative and management costs equal to 20% of the fee paid plus VAT at 22%

From: Saturday 4th June → To: Sunday 12th June

The entry fee shall be refunded to the extent of 50% plus VAT equal to 22%;

From: Monday 13th June

be refunded

- 9.3 In case of postponement of the race, the aforementioned time limits will be extended.
- 9.4 Competitors included in the Waiting List shall be subject to the provisions of Article 8.21; Competitors who have not been accepted shall be subject to the provisions of Article 8.12 of SRR.

10 Health emergency covid-19 – force majeure

- 10.1 The Competitor, having taken note of the current exceptional situation, in Italy and in the world, due to COVID-19 pandemic and of the fact that it is currently not possible to predict the potential developments of the pandemic itself, nor of the possible emergency (or otherwise) measures which may from time to time be adopted by the competent authorities in relation to the aforementioned pandemic, with the execution of these SRR expressly accepts and agrees as follows:
- (i) the Organiser has the right to postpone, cancel or suspend the Race should this be necessary or appropriate, prior or during the Race itself, due to reasons arising out from the COVID-19 pandemic or other and new extraordinary and unforeseeable events that make its organization impossible or excessively difficult;
 - (ii) to comply with any and all provisions, regulations, guidelines, specifications, etc. which may be issued from time to time by any Italian Authority, or even by the Organiser, regarding the COVID-19 pandemic and/or the prevention of related infections.

11 Privacy protection

- 11.1 The personal data of the participants will be processed by 1000 Miglia S.r.l. (with operational headquarters in via Enzo Ferrari n. 4/6 - 25134 Brescia, Italy) as Data Controller and in compliance with the obligations established by EU Regulation no. 2016/679 (GDPR) and by Legislative Decree no. 196 of 30 June 2003 and subsequent amendments. (Privacy Code), as per the information on the Website.

12 Image rights, release and indemnity

- 12.1 12.1 The Competitor and the drivers as a result of the registration to the Race authorize 1000 Miglia S.r.l. and / or the physical or legal persons appointed by the same to take, in the context of the general context of the Race, photos and audio-video recordings of their person, their crew and / or the vehicle (s) and / o of the goods / trademarks owned / owned. Each Competitor, as a result of his registration in the Race and subsequent selection, as well as each Driver, assigns and transfers to 1000 Miglia S.r.l., free of charge, the exploitation rights on the photos and / or audio-video recordings that 1000 Miglia S.r.l. and / or its representatives will carry out in the context of the Tender.
- 12.2 1000 Miglia S.r.l. is authorized to store, commercially exploit and transfer to third parties, the photos and / or audio-video recordings, as well as to disseminate them, also by re-editing them at its discretion, through editorial products (by way of example but not limited to: newspapers, books, magazines, magazines, etc.) and / or any type, method, means and system of use currently known (by way of example but not limited to: TV - terrestrial, satellite, cable; radio; internet - downloading , streaming; analogue and / or digital systems; social media, etc.) or that will be available in the future due to technological evolution, without limits of territory and passage, also through total or partial transfers to third parties.

- 12.3 Each Competitor and each Driver indemnifies 1000 Miglia S.r.l. from any claim by third parties concerning the photos and / or audio-video recordings mentioned above.

13 Civil liability and indemnity

- 13.1 In compliance with the provisions of art. 124 of Legislative Decree no. 209 of 2005 (Private Insurance Code), 1000 Miglia S.r.l. has taken out civil liability insurance, which is necessary for carrying out sports competitions of any kind of motor vehicle. This insurance covers the liability of 1000 Miglia S.r.l. and others obliged for damage caused to people, animals and things, excluding damage caused to the participants themselves and to the vehicles they use.
- 13.2 Each Competitor is required to stipulate, and to maintain for the entire duration of the Tender, a suitable RCA insurance policy in compliance with current legislation and to communicate the relative details (number and period of validity of the policy, name of the insurance company) to 1000 Miglia Srl within the deadlines set by the latter.
- 13.3 The Competitor and each driver also declare that they are aware that the Race takes place on roads open to traffic and, consequently, accept and undertake to respect and observe all the traffic rules provided for in the Italian Highway Code. , which the Competitor and each driver declare to know.
- 13.4 Furthermore, the Competitor and each driver accept and undertake to indemnify 1000 Miglia Srl, ACI, ACI Sport and all those involved in the organization, Automobile Clubs and Bodies and / or co-organizers at various title interested in the Event, the Race Officials and the owners of the roads where it takes place from any responsibility for any damage to the person and / or property of the Competitor himself, his drivers, navigators, employees and / or agents, and / or produced or caused to the person and / or things of third parties as a result of events caused by or in any case attributable to the Competitor himself and / or to his drivers, navigators, employees and / or agents.
- 13.5 Equally the Competitor and each driver exempt 1000 Miglia S.r.l. and the Automobile Club of Brescia from any responsibility in case of theft and / or fire and / or other damage that the vehicle admitted to the Race should suffer during the entire duration of the Race, and expressly renounce, also for their own heirs or assignees, to advance against 1000 Miglia Srl any claim for compensation connected to any accident suffered by the vehicle during the Race.

14 1000 Miglia Brands

- 14.1 The Competitor and each driver cannot claim any rights over the registered trademarks "MILLE MIGLIA", "1000 Miglia" in verbal and figurative form (the "Brands") nor can they claim any authorization for their use. To this end, the Competitor, the driver and / or navigator and / or crew and / or assistance crew and / or accompanying, undertake not to claim ownership, license or any other right of use or exploitation of the Trademarks.
- 14.2 The Competitor, and / or the driver and / or navigator and / or crew and / or assistance crew and / or accompanying, undertake not to deposit or use names, trademarks, or other distinctive signs in combination with the Trademarks, and / or that in any case are graphically confusing with them.

- 14.3 The copyright of the Website and all its contents (including, but not limited to, all information, graphics, photographs, texts, videos, audio) are owned by 1000 Miglia Srl. The site services and its contents are protected by current copyright laws.
- 14.4 Reproduction and / or copying of any material contained on the site is strictly prohibited.

15 Applicable law and competent court

- 15.1 These General Conditions as well as the RPG are regulated and interpreted in accordance with Italian law.
- 15.2 All references in the General Conditions to laws and / or regulations refer exclusively to Italian laws and regulations.
- 15.3 Any dispute arising, deriving from or connected to these General Conditions as well as to the RPG is subject to the exclusive jurisdiction of the Court of Brescia.

16 Regulatory references in term of sport

- 16.1 The ACI Sport regulations in force and the provisions of the RGP apply to all sporting regulations.

17 Legislative Decree n. 231 of 8th June 2001

- 17.1 The competitor declares to know the content of the Legislative Decree n. 231 of 8th June 2001 and undertakes not to behave in such a way that could configure the kinds of crimes set forth in the Decree (regardless of the real perpetration of the crime or punishability of it). The non-observance of this commitment by the competitor is considered by the Parties a serious breach and can entail the resolution of the contract for breach pursuant to article 1453 of the Civil Code and 1000 Miglia S.r.l. is legitimated to rescind the contract immediately.”
- 17.2 The competitor also declares to have carefully read and evaluated the content of the Code of Ethics, published on the Institutional Company website at the following link: <http://www.1000miglia.it/Amministrazione-Trasparente/Disposizioni-Generali/Atti-general/and> to share the guiding principles, the values and the aims of the document, in order to respect legality, transparency principles, against illegal phenomena, especially fraud, mafia infiltration and corruption in the Public Administration. Failure to respect with the principles and rules referred in the Code of Ethics, may result in the termination of the contract and/or the right to claim damages.

18 Miscellaneous

18.1 All the contents of the RPG and the general conditions are drawn up in a double language version, Italian and English.

The competitor and the crew members expressly accept that, in the event of any discrepancies, discrepancies and / or disputes, the Italian version and interpretation is to be considered prevailing.

The English translation has a mere informative value.

18.2 The definitions adopted by the RPG are also applicable to these General Conditions insofar as they are compatible.

18.3 1000 Miglia organizes and manages the Race in complete autonomy. The services rendered by 1000 Miglia are therefore independent of the outcome of the Race and / or its success and / or in any case independent of any result in terms of media, advertising and / or visibility of the Race itself, with respect to which therefore 1000 Miglia assumes no liability, direct or indirect, of a compensatory or refundable nature.

For acceptance:

the Competitor.....

The Competitor declares to have read and understood the content of the General Conditions above and in particular declares, pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, to expressly accept the following clauses:

- Article 2 - Admitted cars, registration fees and Race program
- Article 3 - Condition precedent
- Article 4 - Restitution of the security deposit to non-accepted competitors
- Article 5 - Return of the registration fee in case of withdrawal of the application or registration
- Article 6 - Waiting list
- Article 7 - Foreclosure upon entering Italy or leaving the area of residence
- Article 8 - Postponement of the event due to causes dependent on the Covid-19 pandemic and force majeure
- Article 9 - Cancellation or suspension of the event due to causes dependent on the Covid-19 pandemic and force majeure
- Article 11 - Privacy protection
- Article 12 - Image rights, release and indemnity
- Article 13 - Civil liability and indemnity.
- Article 15 - Applicable law and competent court
- Article 17 - Legislative Decree no. 231/2001

For express acceptance of the above clauses.

the Competitor.....

ATTACHMENT 1: Refund Summary

Article 5

Refund of the entry fee in case of withdrawal of the entry application or the accepted entry

From: opening date for entries → To: closing date for entries

Refund of the Paid Amount net of Secretarial fees equal to € 150.00 plus VAT 22%

From the day following the closing date for entries → To: publication of list of competitors and cars accepted

Refund of the Paid Amount net of a penalty of € 1,000.00 (excluding VAT art.15 paragraph 1 DPR 633/72)

From the day following the publication of the list of competitors and cars accepted → To: thursday 28th april 2022

Refund of Registration Fee net of a deduction equal to 50% of the fee paid plus VAT 22%

From: friday 29th april → To: thursday 19th may

Refund of Registration Fee net of a deduction equal to 75% of the fee paid plus VAT 22%

From: friday 20th may

THE REGISTRATION FEE WILL NOT BE REFUNDED

Article 7

Restrictions on entry into Italy or exit from the area of residence

Until wednesday 11th may

Alternatively:

- a) refund of the sum paid fee net of rights equal to € 150.00 plus VAT 22%
- b) shift of the paid fee to the next edition of the race, with-out prejudice to any integration of the economic fee in the event of an increase in the reg-istration fee and without pre-ju-dice to the need to re-register for the race

From: thursday 12th may → To: wednesday 25th may

Refund of the paid fee net of a deduction equal to 10% of the paid fee plus VAT 22%

From: thursday 26th may → To: friday 3rd june

Refund of the paid fee net of a deduction equal to 50% of the paid fee plus VAT 22%

From: saturday 4th june

La quota di iscrizione non sarà restituita

Article 9

Cancellation or suspension of the event due to covid-19 pandemic or force majeure

From: opening date for entries → To: closing date for entries

The paid amount will be entirely refunded

From the day following the closing date for entries → To: wednesday 4th may

Refund of the registration fee net of rights equal to € 250.00 plus VAT 22%

From: thursday 5th may → To: wednesday 25th may

Refund of the registration fee net of a deduction equal to 10% of the paid fee over VAT 22%

From: thursday 26th may → To: friday 3rd june

Refund of the registration fee net of a deduction equal to 20% of the paid fee plus 22% VAT

From: saturday 4th june → To: sunday 12th june

Refund of the registration fee net of a deduction equal to 50% of the paid fee plus 22% VAT

From: monday 13th june

THE REGISTRATION FEE WILL NOT BE REFUNDED