

**IMPORTANT:** THE FOLLOWING GENERAL TERMS AND CONDITIONS (“GENERAL CONDITIONS”) GOVERN THE TERMS AND CONDITIONS OF ENTRY APPLICATIONS, AND POSSIBLE ADMISSION TO WARM UP USA 2022. ENTERING THE WARM UP USA 2022 COMPETITION IMPLIES FULL ACCEPTANCE OF THESE CONDITIONS, CLICKING ON THE “ACCEPT” BUTTON ACKNOWLEDGES AND ACCEPTS THESE GENERAL TERMS AND CONDITIONS.

NON-ACCEPTANCE OF THESE TERMS AND CONDITIONS WILL PREVENT THE COMPLETION OF THE ENTRY PROCESS.

## 01 Preliminary and finalized programmes

Preliminary programmes are those still being defined in terms of routing and locations, and/or in terms of the structures that will be used. 1000 Miglia Srl, licensee of Brescia Automobile Club (hereinafter also referred to as “The Organiser”), hereby states that it will maintain the services and structures shown in the finalized programme. However, in the unlikely event of services becoming unavailable, the Organiser is responsible for ensuring that services and/or structures be substituted with services and / or structures of equal or higher quality as indicated in the finalized programme.

## 02 Historic Cars Regularity

Time measurement will be guaranteed with a precision to one hundredth of a second with penalties for early or late arrival. Time measurement will be done by use of pneumatic tube pressure reader, which must have printout equipment.

## 03 Admission to Warm Up USA 2022 and Protests

The Organiser is the sole authority deciding which vehicles may take part. No protests as to rejected entries will be taken into consideration. The selection committee’s decision is final and unquestionable.

### **DOUBLE ROOM ENTRY FEE**

The Double Room entry fee for Warm Up USA 2022 includes:

- **Hospitality for two people as detailed below:**
  - 5 nights hotel accommodation in double room with breakfast (Tuesday 2022/10/18, Wednesday 2022/10/19, Thursday 2022/10/20, Friday 2022/10/21 and Saturday 2022/10/22)
  - 4 dinners per person (Tuesday 2022/10/18, Wednesday 2022/10/19, Thursday 2022/10/20 and Friday 2022/10/21)
  - 4 lunches per person (Wednesday 2022/10/19, Thursday 2022/10/20, Friday 2022/10/21 and Saturday 2022/10/22)
  - 1 Cocktail Party (Saturday 2022/10/22)
- **Participation kit:**
  - Technical race documents
  - Welcome bag (pass, jackets, hats, bag, ecc.)
- **Assistance and services included:**
  - During the Event, parking of the entered car, where possible covered
  - Coordination of the Organization's staff throughout the Race
  - Mechanical assistance during the course of the Event

### **DOUBLE SUITE ENTRY FEE**

The Double Suite Entry Fee at Warm Up USA 2022 includes:

- **Hospitality for two people as detailed below:**
  - 5 nights hotel accommodation in Double Suite with breakfast (Tuesday 2022/10/18, Wednesday 2022/10/19, Thursday 2022/10/20, Friday 2022/10/21 and Saturday 2022/10/22)
  - 4 dinners per person (Tuesday 2022/10/18, Wednesday 2022/10/19, Thursday 2022/10/20 and Friday 2022/10/21)
  - 4 lunches per person (Wednesday 2022/10/19, Thursday 2022/10/20, Friday 2022/10/21 and Saturday 2022/10/22)
  - 1 Cocktail Party (Saturday 2022/10/22)
- **Participation kit:**
  - Technical race documents
  - Welcome bag (pass, jackets, hats, bag, ecc.)
- **Assistance and services included:**
  - During the Event, parking of the entered car, where possible covered
  - Coordination of the Organization's staff throughout the Race
  - Mechanical assistance during the course of the Event

### **SINGLE ROOM ENTRY FEE**

The Single Room entry fee for Warm Up USA 2022 includes:

- **Hospitality for two people as detailed below:**
  - 5 nights hotel accommodation in Single Room with breakfast (Tuesday 2022/10/18, Wednesday 2022/10/19, Thursday 2022/10/20, Friday 2022/10/21 and Saturday 2022/10/22)
  - 4 dinners per person (Tuesday 2022/10/18, Wednesday 2022/10/19, Thursday 2022/10/20 and Friday 2022/10/21)
  - 4 lunches per person (Wednesday 2022/10/19, Thursday 2022/10/20, Friday 2022/10/21 and Saturday 2022/10/22)
  - 1 Cocktail Party (Saturday 2022/10/22)
- **Participation kit:**
  - Technical race documents
  - Welcome bag (pass, jackets, hats, bag, ecc.)
- **Assistance and services included:**
  - During the Event, parking of the entered car, where possible covered
  - Coordination of the Organization's staff throughout the Race
  - Mechanical assistance during the course of the Event

## **05 Additional Services**

In addition to services provided in the entry package, it is possible to pay separately for the additional services, that will be published online.

The tariffs requested for individual additional services described herein will be published later. The company 1000 Miglia s.r.l. reserves the right to place other services at the disposal of the participants, on request and always subject to an additional fee not included in the entry fee.

## **06 Objections to the Entry Fee**

Under no circumstance whatsoever and at no time will the Organiser take into consideration any disputes regarding renegotiation of the entry fee. The fee reflects the quality, quantity, type of service and assistance offered by the Organiser.

The organisation of the event implies, for the Organiser, as from the preliminary phases, a series of costs to be taken into consideration, right from the decision of the deposit. These costs include advertising costs to make the event known to the public, realisation, production and distribution of materials, hotel bookings and other costs.

In the event that your application is not accepted, the paid sums will be refunded net of banking fees and/or commissions incurred (notwithstanding the provisions of the art. 1385 of the Italian Civil Code). These deposits will be refunded via bank transfer or credited to your credit card by Wednesday 31 October 2022.

## 07 Protection of Privacy

The personal data of the participants will be processed by 1000 Miglia S.r.l. (with registered office in via Enzo Ferrari No. 4/6 - 25134 Brescia, Italy) as Data Controller and in compliance with the obligations under art. 13 of the EU Regulation n. 2016/679 (GDPR) and of Legislative Decree no. 196 of 30 June 2003 ss.mm.

This processing will be based on principles of correctness, lawfulness, transparency and protection of privacy and rights of participants and, in any case, will be carried out in full compliance with the provisions of European and national legislation on privacy.

The providing of personal data is required to achieve the purposes related to the entry. Failure to provide the requested personal data, therefore, makes it impossible to enter.

The personal data of the participants may be communicated in order to receive information on the activity of 1000 Miglia S.r.l. or for sending advertising material to sponsor companies and / or partners linked to 1000 Miglia. If necessary or appropriate for the administrative and organizational management of the event, the above data may also be disclosed to natural and legal persons, to banking institutions for the management of collections and payments, to insurance institutions, to collaborators, interns, consultants specifically assigned as part of their duties, to photographers as independent data controllers or as external managers in charge of photographing or taking still images and moving.

At any time the participants can exercise their rights (access, rectification, cancellation, limitation and opposition to treatment) against 1000 Miglia S.r.l., pursuant to articles. 15, 16, 17, 18, 20 and 21 of EU Regulation no. 2016/679 sending communication to the address: [privacy@1000miglia.it](mailto:privacy@1000miglia.it).

The data will be stored for a period consistent with the purposes of processing, as required by European and national legislation.

## 08 Additional and/or Information Notification

It is the responsibility of 1000 MIGLIA Srl to make known to all participants, using the best means possible, any changes or additions to the present Terms and Conditions and to the programs, as well as all information or explanation for a better understanding.

## 09 Trademarks and distinguishing marks. Ownership and copyrights

The participant has no claim on "MILLE MIGLIA", "1000 Miglia", "1000 Miglia Freccia Rossa" and "1000 MIGLIA WARM UP" registered trademarks (name and logo) nor any authorization for use of the same. For this purpose the participant undertakes, on his own behalf and on behalf of his/her driver and/or navigator and/or team and/or support team, to lay no claim to the ownership, licence or any other right of use or exploitation of the same. Furthermore the participant undertakes on his own behalf and on behalf of his/her driver and/or navigator and/or team and/or support team, to not register or use the names, trademarks, or other distinctive signs in combination with the names or registered trademarks of "Mille Miglia", "1000 MIGLIA WARM UP" and/or similar easily confused graphics.

The copyright of the websites [www.1000miglia.it](http://www.1000miglia.it) and all of its content (this includes, but is not limited to: all the information, graphics, photographs, texts, videos, audios) are the property of 1000 Miglia Srl, unless otherwise indicated. The website services and its contents are protected by current Italian and International laws which protect Mille Miglia copyright. Copying and/or reproducing any material contained on this site is strictly prohibited.

## 10 Website Content

In the event that the website [www.1000Miglia.it](http://www.1000Miglia.it) (the "Website") contains materials or contents of third parties and / or hyperlinks / links to third party websites, it must exclude all liability for 1000 Miglia s.r.l. with regard to the contents, information, products and / or services of third parties listed on the Website and / or accessible through the aforementioned hyperlinks / links (the "Content"), as well as to their use by of the participants in the tender and / or any damage or loss attributable to such Contents and / or any use thereof, and this as such Contents and / or uses are not subjected to any verification or approval by the same 1000 Miglia srl.

The participant accepts the fact that 1000 Miglia Srl is not liable for third party websites and cannot be held responsible for damages or losses attributable to the content, the products, or the services made available by these websites. Participants also accept not to use third party materials in such a way as to infringe the rights of third parties and that 1000 Miglia Srl will not be held responsible in any way for use by the participants.

## 11 Image Rights: Disclaimer and indemnity

- 11.1 The participant authorizes 1000 Miglia Srl and/or those authorized by the same, within the general context of the Event, to take photos and/or audio-visual films of his person, team and/or the vehicle/s and/or assets/trademarks owned/held. Each participant assigns and transfers to the Organiser, free of charge and without limits, rights for the use of any photographs and audio-visual films which 1000 Miglia Srl and/or assignees will take or film during the event.
- 11.2 1000 Miglia S.r.l. is authorised to store, use for commercial purposes, or to distribute the photos and videos to third parties, without time limits. The Organiser can also edit any content to their discretion and use the photos or videos for editorial products (including but not limited to newspapers, books, magazines, etc.) and/or for any type, means or system of use currently known or to be invented in the future (including but not limited to all forms of television broadcasting - land, satellite or cable, radio, internet - downloading and streaming, analogical and/or digital systems; social media, etc.), with no limits as regards territory, duration and passage, and also by means of the total or partial assignment to third parties.
- 11.3 Each participant indemnifies 1000 Miglia S.r.l. from any claim from third parties concerning the photographs and/or audio-visual films mentioned above.

## 12 Insurance and indemnity

- 12.1 Therefore, the participants agree to draw up an appropriate insurance policy in conformity with current law and to communicate the corresponding details (number and validity period of the insurance policy, name of the insurance company) to the Organizer within the deadlines established by the latter.
- 12.2 Furthermore, the participant hereby declares to know that the event is carried out on roads open to traffic and, thus, accepts and undertakes to comply with the road regulations foreseen by the traffic Laws, which the participant declares to be aware of.
- 12.3 The participant agree to release 1000 Miglia Srl, Automobile Club Italia (ACI), ACI Sport and all of the organiser's staff, other Automobile Clubs involved in the event, race marshals and owners of land and property through which the event passes, from any liability for damage to the participant himself, his drivers, co-drivers, employees and assignees, or damage or injury to third parties or objects by the same participant, his drivers, co-drivers, employees or assignees.
- 12.5 Likewise, the participant will not hold 1000 Miglia Srl and Brescia Automobile Club responsible for theft and/or fire and/or any other damage that their vehicles may incur during the entire even. Furthermore, the participant agrees to waive, for himself and his heirs and assignees, any and all claims against 1000 Miglia Srl in relation to any kind of accident their vehicle may incur during the race.

## 13 Legislative Decree n. 231 of 8th June 2001

- 13.1 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 nonobservance 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.
- 13.2 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.

## 14 Applicable Law and Court of Law

These Terms and Conditions ("DG") are governed and interpreted according to Italian law. All references to the laws and provisions indicated in these Terms and Conditions refer to Italian laws and regulations. For any dispute resulting from these Terms and Conditions, the Court of Brescia will have sole jurisdiction.

To all legal effects, the Italian version of these general "Terms and Conditions" will take precedence. The English translation of the same is understood as being solely for information purposes.

The participant declares to have understood and to expressly accept the following articles of the present General Conditions:

- Article 3 - Acceptance to Warm Up USA and possible protests
- Article 6 - Contestation of registration fees
- Article 7 - Protection of Privacy
- Article 11 - Image rights
- Article 13 - Civil liability and indemnity
- Article 14 - Applicable legislation and jurisdiction