

## General provisions for taking part in CAMP JEEP 2019

**WE ASK THAT YOU CAREFULLY READ THE FOLLOWING GENERAL PROVISIONS (“T&CS”). THEY GOVERN THE GENERAL TERMS AND CONDITIONS OF YOUR PARTICIPATION IN CAMP JEEP 2019, WHICH WILL TAKE PLACE at San Martino di Castrozza (TN), Italy (“TRACKS CIRCUIT”) ON 12,13,14 JULY 2019 (“EVENT”), AS WELL AS THE PURCHASING TERMS AND CONDITIONS FOR EVENT TICKETS. BY ACCEPTING THESE PROVISIONS, YOU ACKNOWLEDGE AND EXPRESSLY AGREE TO THE GENERAL TERMS AND CONDITIONS AND TO BE BOUND THEREBY. IF YOU DO NOT AGREE AND DO NOT ACCEPT THESE GENERAL TERMS AND CONDITIONS, YOU WILL NOT BE ABLE TO ACCESS THE PURCHASE FORM FOR THE EVENT.**

The event organiser is FCA Italy AG on behalf of Jeep, corso Giovanni Agnelli 200, 10135 Turin (TO), Italy. (the “Organiser”).

### **Art. 1: GENERAL PROVISIONS FOR THE EVENT**

#### **Art. 1 – Draft and final planning**

The term draft plan refers to the indicative outlines that have still to be finalised concerning the proposed facilities as well as the locations and tracks. The Organiser undertakes to maintain the facilities and services indicated in the final plans; however, should one or more services be unavailable, for reasons beyond its control or through force majeure, it reserves the right to replace them with facilities and services of equivalent quality.

#### **Art. 2 – Participation fees**

Participation is subject to purchasing a valid entry ticket for of the Event days. There are two types of entry ticket:

- Driver – allows access to the circuit in your own Jeep vehicle (Jeep models only)
- Visitor – allows entry to the event and participation in all activities apart from circuits

Ticket prices:

- THREE DAY PASS Driver Full price €75 Reduced price\* €50
- THREE DAY PASS Guest Full price €20

\*Reduced price: available only for Jeep Owners Group members.

Minors under 18 must be accompanied by an adult at all times.

Entry is free for: · Minors under 18 years ·

Persons with limitations who are in possession of a disabled card and their accompanying person.

All prices include statutory value added tax.

Tickets are available online at [www.2019campjeep.com](http://www.2019campjeep.com).

The pass includes:

- Access to all public areas in which the event takes place
- optional participation in all event activities without further charge, e.g.:
  - Jeep Test Drive (registration on the day, subject to availability)
  - Participation in competitions and others activities

### **Art. 3 – Release from liability**

For the purposes of participating in Camp Jeep 2019, participants also declare the following:

- that the motor vehicle in which they intend to participate in Camp Jeep 2019 is correctly registered, duly maintained, in perfect condition, and complies with all noise control and environmental pollution regulations;
- that they acknowledge all risks to themselves, to others and to their property and the property of third parties arising from their participation, and that they assume unlimited liability for all damage caused by them, and undertake to compensate and hold harmless the Organiser from any liability;
- that they are aware that parking is not supervised;
- that they waive any right to assert claims against the Organiser for any losses arising from the theft or damage of their property.

The Organiser reserves the right to immediately remove any participant from the Circuit, and all other locations where the Event takes place, without refunding the participant's entry ticket, if the participant's conduct does not conform to public order laws, safe and responsible driving and the provisions of this Regulation or, more generally, hinders the smooth running of the Event itself.

### **Art. 4 – Authorisation for use of images**

The entire Camp Jeep 2019 will throughout its entire duration be documented in photographs and film, which can then be freely used by the Organiser and companies contractually linked to it. To this end, in participating in the Event, the participant expressly transfers to the Organiser, who in turn may transfer the same to third parties, any and all rights to the use of his or her image for a campaign promoted by said Organiser or by third parties, alone and/or in combination with other images, without any limit on the place, use, time or means, for commercial purposes and to promote the company image, and in particular with regard to the publication thereof on internet sites. The participant hereby expressly waives all rights to assert any claim, including those of an economic nature, against the Organiser and its contractually affiliated companies and the employees, agents or representatives thereof.

### **Art. 5 – Cancellation of the Event due to strikes, natural disasters, adverse weather, civil or military disorder, riots, acts of terrorism**

Cancellation of the Event due to strikes, natural disasters, adverse weather, civil or military disorder, riots, acts of terrorism and other similar events is due to force majeure and is therefore not the responsibility of the Organiser. No additional costs incurred by the participant will be reimbursed, nor will any of the services that were not enjoyed due to such force majeure and which cannot be recovered. This excludes any aspects that may be covered by the insurance policy made available by the Organiser.

## **Art. 6 – Informative and/or additional communications**

The Organiser reserves the right to inform all participants, by suitable means of communication, of any variations or additions made to these general provisions and programmes, or information or details to make their contents more comprehensible.

## **Art. 7 – Camp Jeep, Jeep trademarks, distinctive signs, industrial property rights, copyright and third party services provided via the website or links to particular third-party websites**

Participants must be expressly and pre-emptively informed that they cannot assert any claims to the “Camp Jeep” and “Jeep” registered trademarks, nor do they have any authorisation to use the same. Furthermore, they shall undertake to desist from asserting any claims with regard to the property, the licence or other usage or exploitation right, both in respect of themselves and their codriver. In addition, participants, for themselves and for their passenger, undertake not to register or use any names, trademarks, or other distinctive signs in combination with the registered names “Camp Jeep” or “Jeep” and/or those which could be mistaken for the same. The title and copyright related to the site [www.ownersgroup.jeep.com](http://www.ownersgroup.jeep.com) (including, but not limited to, all images, photographs, animations, videos, audio tracks, music, text used on this website, and all related material) are the property of the Organiser and are protected by copyright, by intellectual and industrial property laws, and by the provisions of international treaties. The participant may not copy and/or reproduce the material contained on this website.

Particular services provided by this website may include third-party material or links to specific third party websites. The participant is aware and accepts that the Organiser is not responsible for the content or the accuracy, evaluation or examination of the same, or the evaluation of the contents or the accuracy of such third party material or websites. The Organiser does not guarantee, confirm or claim any form of liability for third party material or websites, nor for any other third-party material, products or services. The participant agrees not to use third-party material in any manner that may infringe or violate third-party rights, and that the Organiser shall under no circumstance be liable for any use the Participant may make of the same.

## **Art. 8 – ARBITRATION CLAUSE**

Disputes arising from the interpretation and implementation of this agreement, shall be brought to a mediator, who shall be appointed by the Chamber of Commerce of Turin. Essential rights which are legally provided for the benefit of consumers and end users remain unaffected.

## **Part 2: Rules for the purchase of services**

The following provisions govern dealings between Coolshop Srl. with its registered office at Via della Rocca 15, 10123 Turin, Italy, VAT no. 10253130016, the provider of the pre accreditation and ticket sale service (hereinafter the “Service”) and the users of that Service (hereinafter the “Users”). Users who avail themselves of the Service are required to abide by

all general conditions laid down in these terms. These terms must therefore be read carefully and approved in their entirety by the User before completing the registration process.

## **Art. 1 - SUBJECT MATTER OF THE SERVICE**

The Service concerns the online sale and distribution of tickets on behalf of Jeep S.p.A., the organiser of the Event (the "Organiser"). The Event and related schedule are subject to change beyond the control of Coolshop srl.

## **Clause 2 – SERVICE FEES**

Payment by credit card (VISA, MASTERCARD, MAESTRO, MONETA, POSTEPAY) is accepted for online service purchases. Payment is made via the virtual Checkout with a secure system, which uses an irreversible, 128-bit encryption. This procedure means that the transaction takes place exclusively between banks, and Coolshop has no access to the credit card data.

## **Clause 3 - OBLIGATIONS OF THE USER AND CARDHOLDER**

The User undertakes to view, read carefully and accept the contractual clauses of these terms as a necessary condition of purchase. The purchase order must be submitted by the Cardholder ("Cardholder"). The Cardholder's authorisation with enclosed ID card copy constitutes express consent to use of the credit card, and precludes all subsequent dispute of the transaction by the Cardholder. Accordingly, if the Cardholder does not provide authorisation, Coolshop srl may legitimately refuse to deliver the tickets and will only be required to refund any sums paid. Unlawful credit card use is subject to criminal penalties under Art. 12 of Law Decree No. 143 of 3 May 1991, converted, with amendments, into Law No. 197 of 5 July 1991, as amended, when online transactions are undertaken using the identification and operational information of another person's credit card, fraudulently obtained by the perpetrator.

## **Art. 4 – VALIDITY OF THE AGREEMENT AND DOCUMENTATION TO BE RETAINED**

Coolshop srl shall undertake to confirm via email and without undue delay that it has received the user's order, and shall enclose a summary of the General and Special Terms and Conditions relating to the Contract, the key details in relation to the service, a detailed description of the price, the payment method, terms, procedures, and any terms and conditions for exercise of the right of cancellation, and details of the subject in relation to which the right of withdrawal must be exercised, including the address thereof, or if the subject is a company or other legal person, the names and registered office of the company, as well as the delivery costs, additional charges and tax incurred. The order and order confirmation receipt will be considered received when the respective parties to which they are addressed are able to access them. Accordingly, the User must diligently keep the email received from the Organiser for admittance to Camp Jeep 2018.

## **Art. 6 – METHOD OF RECEIPT OF TICKETS**

For each ticket purchased, an e-mail will be sent with the ticket number and a bar code. The purchaser must print this e-mail and present it to the check-in desk at the Racing Circuit on the day of the Event.

## **Art. 7 – RIGHTS AND OBLIGATIONS OF COOLSHOP SRL**

Coolshop srl undertakes to provide, in a timely manner, all information concerning substantive changes to the Event and, if the Event is cancelled and/or postponed, undertakes to duly comply in full with all instructions provided by the Organiser including, where applicable, reimbursement of tickets (net of the applicable fees). Coolshop srl is not responsible for the organisation of the Event and thus cannot be held liable under any circumstances for the cancellation of the event, simple changes of dates and/or times, changes of ticket prices, or nuisances or inconveniences suffered by the User in any manner in connection with the organisation of the Event. Coolshop srl may suspend its Service in whole or in part due to supervening technical needs or any changes intended to improve the Service. Coolshop srl is not responsible for the credit card numbers and information provided at the time of purchase on the Setefi site.

## **Art. 8 – RIGHT OF CANCELLATION**

The purchase of tickets according to the methods laid out above constitutes a remote contract, governed by the Consumer Code (Legislative Decree No. 206 of 6 September 2005, as amended), and the User therefore has the right to cancel, without any penalty and/or justification, provided that such right is exercised within 14 days of the date of conclusion of the contract of purchase of the Service, and concurrent receipt of the request to withdraw according to the methods of exercise of the right of cancellation, as indicated below. The Organiser has commissioned Coolshop srl with processing the User's right of cancellation.

**METHODS OF EXERCISE OF THE RIGHT OF CANCELLATION:** The cancellation of the contract is exercised by means of written notification, by registered letter with acknowledgement of receipt sent to COOLSHOP SRL – Via della Rocca, 15 – 10123 Turin, Italy. The User will thus be entitled to full reimbursement by Coolshop Srl of the sums paid for the purchase, provided that the User has exercised withdrawal according to the terms and in the forms indicated above, and thus before the Event in which the User is interested in participating, it being understood that any request to withdraw and/or to receive a refund after that Event will be disregarded.

## **Art. 9 – LIMITATIONS OF LIABILITY**

Coolshop srl assumes no liability for direct or consequential damages in any way connected with the Service. Coolshop srl undertakes to provide all information in its possession to the authorities without delay as required to allow the identification and prevention of crimes committed over the Internet. Coolshop further undertakes to promote and sell valid tickets to events not in conflict with public morals and to expand access to events of general interest to the fullest possible extent.



## **Art.10 – ARBITRATION CLAUSE**

Any disputes concerning the interpretation, application and performance of the Agreement may be submitted by the more diligent party to a mediator appointed by the Turin Chamber of Commerce. The foregoing is without prejudice to cases of non-derogable authority according to consumer law.