

## TERMS & CONDITIONS FOR NAVIGATING DORNA CHANNEL

This website is property of DORNA SPORTS, S.L., domiciled in Calle Príncipe de Vergara, 183, Madrid 28002, Spain and NIF B-84.760.800. (hereinafter referred to as "DORNA").

DORNA is the owner and manager of its own digital platforms and digital business, as well as the owner and manager of all the digital platforms and/or digital business of the company DORNA WSBK ORGANIZATION SRL, established in Via Luca Gaurico 9/11, 00143 Rome (Italy), VAT IT09251551009. The domain "worldsbk.com", property of WSBK, is licensed to DORNA.

Accordingly, these terms and conditions apply and are common to the navigation on the following DORNA's websites (DORNA Channels):

- [Dorna Corporate](#)
- [MotoGP™](#)
- [WorldSBK™](#)
- [MotoGP™ eSports](#)
- [MotoGP™ Predictor](#)
- [MotoGP™ Fantasy](#)
- [FIM Enel MotoE World Cup](#)
- [Asia Talent Cup](#)
- [Northern Talent Cup](#)
- [British Talent Cup](#)

For clarification purposes, DORNA is neither the owner nor responsible for the business operated on the following subdomains:

- <https://tickets.motogp.com/>
- <https://store.motogp.com>

### **These terms and conditions apply to the mere access, navigation and browsing of Dorna Channels.**

However, if you wish to purchase products or services within the Dorna Channels, you must expressly read and agree to any specific terms and conditions affecting the purchase of the relevant product or service (such as "Purchasing Policies").

By accessing, browsing or using the Dorna Channels, you agree to the following terms and conditions and any other terms and conditions set forth in any part of the Dorna Channels, without limitation or qualification:

1. Any material included in Dorna Channels, including, but not limited to, audio, images, software, text and/or video clips (hereinafter "Content"), is protected by Intellectual Property Laws. The Content should not be used in any manner other than as set forth in these Terms and Conditions and/or in the applicable Terms of Service or Purchase Policies. It is prohibited to remove copyright or trademark marks, labels or any other references. Any unauthorised use of the content of Dorna Channels will be prosecuted. Unless a specific Content is expressly authorised for downloading and it is so stated, the Content may not be downloaded. Consequently, any unauthorised download is a legal infringement with all its consequences.
2. DORNA is not responsible for products or services offered, sold or provided by companies other than DORNA.
3. You are only authorised to use Dorna Channels for personal purposes. You are therefore an end consumer and not a retailer or merchant. You are not permitted to provide, copy, exchange, modify, sell or transmit any Content that you access through the Dorna Channels for any purpose, whether for profit or free of charge.
4. Visiting Dorna Channels does not oblige you to purchase or contract any product or service. However,

you may purchase products or services in accordance with the "Purchase Policies" that may be applicable to each product or service.

5. The User may have access to some audiovisual content offered through the Website, although most of it is on a pay-per-view basis. If you access videos from Dorna Channels through a mobile device, you should bear in mind that their visualisation may vary depending on the internet connection, the device itself and/or the operating system. If you experience problems viewing certain videos on Dorna Channels on an iPhone, iPad or other mobile device, we suggest you to use a computer.
6. You may be able to access third party websites through Dorna Channels. The fact that DORNA provides you with certain access to third party websites on the Dorna Channels (for example, by means of links), does not mean that it approves, subscribes to or recommends these websites. DORNA is not responsible for the content of any third party and does not guarantee, expressly or implicitly, the precision, legality, accuracy or validity of any website not included in the Dorna Channels.
7. DORNA is not responsible for services and products offered by third parties other than DORNA.
8. In the event of purchasing certain products or contracting services, such as ticketing services or products from the store, you will be transferred to a website operated by a third party, who will be responsible for the operation of said website, as well as any relationship or contract that you establish with this third party. Therefore, under no circumstances will DORNA assume any responsibility for any act or relationship established between you and the company operating the website. The same applies to payment platforms, in the event that you purchase products or services sold by DORNA.
9. You acknowledge and accept that DORNA is not responsible for Content from third parties, or for any cases of defamation, error, inaccuracy, slander, obscenity or blasphemy included in such communication. DORNA, in cases in which we have knowledge of such matters, will be able to modify, edit or delete any material used or conversations deemed illegal, indecent, obscene or offensive, or that violate DORNA policy in any form. DORNA will fully cooperate with any law-upholding authorities or judicial orders that solicit the identity of whom ever publishes such material.
10. Safe for personal data when registering, any communication or material that the User sends to the Website, including details, questions, comments, ideas, suggestions or similar, will be considered non-confidential information by DORNA and which is in the public domain. Such communication may be used by DORNA or its affiliates for any purpose, including but not limited to reproduction, disclosure, publication, retransmission and forwarding. Likewise, the User acknowledges and accepts that DORNA will be free to use (without restriction, time limit or compensation to the User) in any way and for any purpose, any ideas, concepts or techniques included or derived from any User-Dorna Channel correspondence.
11. The User acknowledges and accepts that transmissions through the Internet are never totally private and secure, unless indicated to the contrary. Sending a message to DORNA does not imply that DORNA has special responsibility as regards the User. In the moment that the User accesses pages or sections in which the existence of security control is specified (as in the case of a bank transfer), the security of the data's being sent will be established by set conditions.
12. You acknowledge and agree that access to the Dorna Channels may be subject to interruptions and that, at times, all or certain Content may not be available. DORNA does not warrant that the Dorna Channels will be error-free, uninterrupted or that your use of the Dorna Channels and/or the Content, or any search or link on the Dorna Channels will produce any particular result. DORNA shall not be liable for any damages of any kind arising from the use of the Dorna Channels, including but not limited to direct, indirect, incidental, punitive, and consequential damages. Dorna Channels and the Content will function whenever possible.

13. DORNA shall not be liable, including but not limited to, for any loss or damage caused to computers, other devices or software as a result of your use of the Dorna Channels or downloading of Content, whether caused by a virus or otherwise, and whether or not caused by any negligent act on the part of DORNA.
14. DORNA is not responsible for any and all liability for the acts, omissions and/or conduct of any user, advertiser and/or sponsor on the Dorna Channels. DORNA is not responsible for references appearing on the Dorna Channels to the products, services, actions or omissions of any third party, including event promoters and collaborators.
15. The user agrees to indemnify and hold DORNA, including its affiliated companies and its employees, officers and/or partners, harmless from any liability, loss, claim or demand, including attorney fees, arising out of the User's use of Dorna Channels, including without limitation any uploading of content and/or comments and/or posting of links.
16. The fact that DORNA or any of the subsidiaries of its Group delays in enforcing or does not enforce these Terms and Conditions of Use against the User does not mean that such companies waive their right to enforce these rules. In the event that a court of law determines that any of these Terms and Conditions are unenforceable for any reason, the rest of these rules shall remain in full force and effect and shall be enforceable. Nothing in these Terms and Conditions nor any action brought by the User, DORNA or any of its affiliates under these Terms and Conditions shall create or be deemed to create any partnership, joint venture, agency or any other type of relationship between the parties beyond the contractual relationship established under these Terms and Conditions.
17. The User is obliged to comply with any additional conditions indicated on Dorna Channels, likewise any conditions able to be modified either as necessary or in accordance with a change in law or regulation. DORNA will be permitted to modify in whole or in part the present Terms and Conditions and/or any Purchasing Policy (for acquiring services or products), at any given moment, at its sole discretion and without prior notice to the User. Continuing to use Dorna Channels or the products or services acquired, after such changes have been published, indicates an acceptance of said changes. DORNA reserves the right to modify, cancel, alter replace, change, interrupt or suspend any Content published on Dorna Channels, be it temporary or permanent, without prior notification or assuming any responsibility.
18. Force Majeure. For the purpose of these Terms and Conditions, "Force Majeure" means any cause beyond the control of one of the parties including, without limitation, act of God, war, insurrection, riot, civil disturbances, acts of terrorism, fire, explosion, flood, electricity black-out, network or server failure, theft of essential equipment, malicious damage, strike, lock out, weather, third party injunction, national defence requirements, actions taken by the police, acts or regulations of national or local governments. DORNA and its affiliated companies will not be liable to the User for failure to perform any obligation under these Terms and Conditions to the extent that the failure is caused by Force Majeure.
19. DORNA is entitled to assign any right and obligation under these Terms and Conditions provided that the User's rights are not adversely affected.
20. The present Terms and Conditions are governed and subject to Spanish law, without reference to legal norms, and in the case of a dispute the User it will be submitted to the jurisdiction of the Courts of Madrid, Spain. If any dispute arises out of these Terms and Conditions, DORNA or any of its affiliates will attempt to settle it. To this end, DORNA shall use the reasonable endeavors to consult, negotiate in good faith, and attempt to reach a just and equitable settlement satisfactory to both parties.