

## MotoGP VIP Village™ - COVID-19 SPECIAL MEASURES

### **PERSONAL DETAILS (fill in with capital letters)**

NAME AND SURNAME: \_\_\_\_\_

NATIONALITY: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_

ID / PASSPORT NUMBER: \_\_\_\_\_

ADDRESS DURING EVENT: \_\_\_\_\_

MOBILE PHONE NUMBER: \_\_\_\_\_

(hereinafter, the “**Guest**”)

Due to the global Covid-19 pandemic and the specific health risk it implies for all population, which may result in serious illness and death, as no vaccine or specific treatment to prevent/cure Covid-19 has been yet discovered and/or approved, for the purposes of organizing and being able to host the hospitality services of the MotoGP VIP Village™ during events of the FIM Circuit Racing World Championship Grand Prix (MotoGP™) to the most secure extent possible, INTERNATIONAL EVENTS SERVICES, S.L.U. (IES), in agreement with the organizers of MotoGP™, the circuit and the local authorities -collectively referred to as “Organisers”- have approved a preventive safety protocol/contingency plan aiming to mitigate risks of infection, which shall be applicable to all personnel involved in the organization of the MotoGP VIP Village™ and all guests to the MotoGP VIP Village™.

For the purpose of this document, “Contingency Plan Covid-19” shall mean the system of rules, safety and health measures, recommendations and behaviour approved by the Organisers, as amended from time to time, which current version has been delivered to the Guest in the present act and the Guest acknowledges it has read, understood and accepts it, it being agreed that it will be available at all times at <https://vipvillage.motogp.com/wp-content/uploads/2020/09/2020-MotoGP-VIP-Village-Contingency-Plan-Portugal.pdf> and “Event” shall the Grande Premio MEO de Portugal of MotoGP™, consisting of the free practices, Qualifying Practices and Races, held during the time the Covid-19 pandemic is ongoing and thereafter if the Organisers deem it necessary.

The Guest hereby acknowledges and agrees:

### **1.- PARTICIPATION UNDER SPECIAL MEASURES AND ACKNOWLEDGMENT OF RISKS**

1. The Guest hereby acknowledges and voluntarily, at its own and sole responsibility, agrees to attend to the MotoGP VIP Village™ hospitality services organized by IES during the Event under special safety and health measures. The Guest agrees to follow and fully comply with the Contingency Plan Covid-19, which content the Guest hereby acknowledges, accepts and agrees to be abide by the rules, measures and recommendations contained therein.
2. By hand-writing YES/NO correspondingly, the Guest hereby declares:

Have you previously been diagnosed with COVID-19?

Have you experienced any symptoms (fever, cough, shortness of breath, loss of taste or smell, etc) that may be compatible with COVID-19 in the last 14 days?

Have you been in contact with any person diagnosed with COVID-19 in the last 14 days?

3. Should after signing this document the Guest be infected by the COVID-19 virus, experiences any symptoms that may be compatible with COVID-19 or is in contact with a third person who may have been infected by COVID-19 for the last 14 days prior to the Event, the Guest agrees not to attend the Event as long as it has not taken a PCR test, the results of which shall be kept by the Guest at all times during the Event and provided upon request of the Authorities or the Authorised Doctors (as defined below). The Guest declares and warrants that, with the means at his avail, and in any case when circumstances render advisable, he has and/or will undergo the existing tests to verify whether he is or has been infected by COVID-19.
4. Attendance to the MotoGP VIP Village™ during the Event under the current global pandemic, as indicated in the Contingency Plan Covid-19, implies the obligation to comply with certain obligations set out by the Organisers and/or the local health and to go through special security measures, carry out certain disinfection processes, use of protective equipment, maintain social distancing and other measures. While such measures may increase the level of protection and reduce risk of infection for all Guests attending to the MotoGP VIP Village™, none of such measures (even when combined) are 100% effective and there shall always be a risk of infection. Additionally, the Guest has been informed and hereby acknowledges that Covid-19 tests and/or other tests or measures are not 100% accurate and some errors, with its potential increased risks implied, may happen. The Guest hereby declares, accepts and acknowledges that (i) it voluntarily accepts to be bound by obligations and measures taken by the Organisers, including all the provisions contained in the Contingency Plan Covid-19, (ii) no warranty of zero-risk infection is or can be given by the Organisers, its providers, contractors or subcontractors, even when the Contingency Plan Covid-19 is strictly followed and fulfilled and (iii) the Organisers shall not be responsible in any case for any infection suffered or caused by the Guest.
5. Personal behaviour of each Guest in the Event, including the Guest hereto, shall have a great impact on the effectiveness of preventive measures included in the Contingency Plan Covid-19 and thus the Guest shall take full responsibility of its acts and behaviour before and during the Event.
6. The Guest hereby acknowledges and agrees that any breach of the Contingency Plan Covid-19 and/or safety measures before or during the Event will result in (i) its expulsion from MotoGP VIP Village™ and the circuit and (ii) withdrawal of any pass or accreditation without being entitled to any partial or entire refund, without prejudice of any other rights and remedies the Organisers may have at its avail pursuant to law.
7. **THE GUEST HEREBY ACKNOWLEDGES AND FULLY ASSUMES THAT ITS ATTENDANCE TO THE MotoGP VIP Village™ UNDER CURRENT CIRCUMSTANCES WHILE COVID-19 CANNOT BE ERRADICATED IS VERY DANGEROUS.** The Guest hereby acknowledges and understands its attendance to the MotoGP VIP Village™ during the Event of MotoGP under the current global pandemic of the Covid-19 is potentially dangerous and that there are numerous risks of infection associated with its attendance and participation even when the Contingency Plan Covid-19 is duly and fully.
8. complied with. Such risks and dangers of infection exist before, during and after the Event and in the event of contracting the Covid-19, it may result in serious illness and/or death of the Guest. The Guest fully acknowledges and understands that its attendance to the MotoGP VIP Village™ may result in serious bodily injury, illness and/or death to himself or others due to Covid-19. The Guest also expressly acknowledges and voluntarily accepts and assumes all such risks and dangers.
9. The Guest hereby declares and acknowledges that the Contingency Plan Covid-19 contains sufficient and adequate measures for the purposes of preventing or mitigating the risk of infection for Covid-19 and preserving the health of all attendants to the MotoGP VIP Village™ during the Event, recognizing it cannot expect or demand a greater due diligence from the Organizers in the prevention or reduction of health risks associated to the current situation, it being agreed that in no event it can be considered that the Organisers have failed to fulfil their essential obligations as organisers.
10. With full knowledge, recognition and understanding of the risks and dangers associated with his attendance to the MotoGP VIP Village™ under these circumstances, the Guest hereby agrees to attend the MotoGP VIP Village™ voluntarily, at its own and sole responsibility and fully accepts and assumes (for himself, his representatives, heirs, assigns and next of kin) full liability for every

such risk (foreseeable or otherwise) to fullest extent permitted by applicable law, including for any and all risks of loss, damage and/or injury (including death), whether caused by the fault of IES, any of the Organisers, the Authorised Doctors, the owner of each circuit and/or Promoter of the Event or its affiliates their respective representatives, officers, employees, agents, directors, service providers, contractors and subcontractors, other Guests in the Event and/or any other persons and entities connected with MotoGP VIP Village™, (for the purposes of this document, hereinafter jointly referred to as the “Exempted Parties”) or by another cause.

11. In consideration for being permitted to attend to and participate in the MotoGP VIP Village™, the Guest, to the fullest extent permitted by applicable law, hereby waives, releases and forever discharges, for itself, its heirs, assigns, next of kin, executors, administrators and legal representatives, any and all rights and/or claims which the Guest or the aforementioned people have, may have, or which may hereafter accrue to the Guest against the Exempted Parties, and hereby releases and forever discharges the Exempted Parties from any liability whatsoever which the Guest (including people listed above) have or may have towards the Exempted Parties for any and all losses, damages, injuries, illness (including death); and/or claims which may be sustained by the Guest directly or indirectly arising out of his attendance to or participation in the MotoGP VIP Village™. Further, the Guest covenants not to sue or take action against any of the Exempted Parties for any or all losses, damages, injuries, illness (including death) and/or claims, which may be sustained by the Guest directly or indirectly arising from its attendance to or participation in the MotoGP VIP Village™. The Guest hereby declares and warrants that it has duly informed his heirs, assigns, next of kin, executors, administrators and/or legal representatives about the existence and content of the waiver contained above and that all such people understand and accept such waiver as part of the Guest’s will.
12. The Guest, to fullest extent permitted by applicable law, hereby agrees to release, defend, indemnify and hold harmless the Exempted Parties from and against any and all damages, loss, liabilities, actions, suits, claims, demands and judgements, and costs and expenses whatsoever arising directly or indirectly out of Guest’s actions, omissions or otherwise from Guest’s attendance to or participation in the MotoGP VIP Village™ whether made or claimed during or after a MotoGP™ Event, including all associated costs and expenses and any amounts which any of the Exempted Parties may pay as a settlement or compromise of any such claims or liabilities (including all legal costs associated with such claims).
13. The Guest acknowledges that the favourable reputation and good image of MotoGP™ and the Organisers are an essential and valuable asset, specially under the circumstances affecting sporting organizations due to the global Covid-19 pandemic. Accordingly, the Guest agrees to refrain from acting or doing anything which may harm the lawful interests of the MotoGP™, including but not limited to, public statements or comments to the media that attack, disparage, disrepute or damage the MotoGP™ and/or questions the measures adopted and/or the Contingency Plan Covid-19 and its implementations. Public comments that the Guest knows, or should reasonably know, will harm the reputation, image or financial best interests of the sport and/or any of the Organisers are expressly covered by this section.

## **2.- PERSONAL DATA**

1. The personal data concerning the Guest and collected by IES by virtue of this document shall be processed by IES, for the purpose of managing the Guest attendance to and participation in the MotoGP VIP Village™ during the Event, in compliance with the provisions of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 and/or by any other applicable law or regulation (the “Applicable Privacy Laws and Regulations”). The lawfulness of the processing of personal data shall stand on the need to perform this document and administering the MotoGP VIP Village™ during the Event and personal data shall be processed for as long as the contractual relationship remains effective and, even after, personal data shall be stored until the limitation periods of all liabilities derived from this document have expired.
2. IES may share the Guest’s information with the local health authorities in case of any infection for Covid-19, either of the Guest or other attendants MotoGP VIP Village™ for the purposes of the local health authorities being able to track possible Covid-19 infections and take the relevant measures.
3. The personal data concerning the Guest may be processed outside the European Economic Area.

Any processing or transfer of information shall be conducted by ensuring appropriate safeguards as per the provisions of the applicable legislation on personal data protection.

4. The Guest may always address IES at its registered domicile at Calle Príncipe de Vergara 183, 28002 Madrid, Spain or contact its Data Protection Officer at [dpo@dorna.com](mailto:dpo@dorna.com) to exercise his rights to access, to rectification, to erasure, to restriction, to object, to limitation of processing and to data portability. Moreover, the Guest shall have the right to lodge a complaint with a competent Data Protection Supervisory Authority.

### 3.- PERSONAL DATA RELATING TO THE CONTINGENCY PLAN COVID-19

1. The personal data relating to the Guest in connection to the special measures taken in relation to the Covid-19 and/or arising from the tests taken by the Guest (if any) when requested as per Section 1.3 above and/or measures to be conducted pursuant the Contingency Plan Covid-19 will be collected and processed by the Dr. Angel Charte (Medical Director of MotoGP™), Dr. Giancarlo Di Filippo (FIM Medical Officer) and their respective medical teams, the CMO of the Event, SYNLAB Diagnósticos Globales, S.A.U., Eurofins GSC Lux SARL and its affiliates and Quirón Prevención S.L.U. including its affiliates, all of them in any case bound by confidentiality and/or Hippocratic oath (“Authorised Doctors”), in compliance with the provisions Applicable Privacy Laws and Regulations for the purpose of managing his participation in MotoGP™ and/or in each of the Event and comply with all special safe and healthy measures implemented due to the Covid-19 and the Contingency Plan Covid-19. The lawfulness of the processing of personal data shall stand on the need to perform this document and administering the Event as well as public safety interest. Such personal data shall be processed for the sole purposes of complying with the relevant applicable laws, comply with the Contingency Plan Covid-19 and/or other measures taken in order to ensure, to the extent reasonably possible, the safe organization of the Event in times of the Covid-19 and until such disease is not eradicated.
2. The Authorised Doctors may share the Guest’s information with IES and the local health authorities in case of any infection for Covid-19, either of the Guest or other attendants MotoGP VIP Village™ for the purposes of the local health authorities being able to track possible Covid-19 infections and take the relevant measures.
3. The Guest hereby acknowledges that in case of being tested positive for Covid-19 and/or there is a sign or indication it may be infected of Covid-19 during the Event, then the Authorised Doctors shall be entitled to take any action or decision for the purpose of safeguarding the Guest health and physical condition and to ensure the safety of other Guests of MotoGP™.
4. The abovementioned personal data concerning the Guest may be processed outside the European Economic Area. Any processing or transfer of information shall be conducted by ensuring appropriate safeguards as per the provisions of the applicable legislation on personal data protection.
5. The person/entity in charge for receiving Guest personal information relating to its biometric and/or health data (if any) according to the present document and the Contingency Plan Covid-19 and for processing the data herein specified is QUIRÓN PREVENCIÓN S.L.U., with domicile at Calle Agustín de Betancourt 25, 28003 Madrid (Spain) and VAT number ESB64076482. The Guest shall always have the rights to access, to rectification, to erasure, to restriction, to objection to limitation of processing and to data portability and further, the Guest shall have right to withdraw his authorisation at any time. Any relative communication may be sent by post to Quirón Prevención, S.L.U., en C/ Agustín de Betancourt 25, 28003 MADRID, including the reference “PROTECCIÓN DE DATOS” or via e-mail to: [protecciondedatos@quironprevencion.com](mailto:protecciondedatos@quironprevencion.com). Withdrawal will not apply to that information that has already been released in response to this authorisation.

### 4.- GENERAL

1. That the Guest is authorised to sign this document and accepts to be bound by the provisions contained therein, the terms contained in the Contingency Plan Covid-19 and/or any further measure the Organiser may approve for the purposes of mitigating the risks of infection of Covid-19.

2. This document shall be governed by and construed in accordance with the laws of Spain and the parties hereto shall submit to the exclusive jurisdiction of the relevant courts of Madrid (Spain) to the express exclusion of any other jurisdiction that may be applicable.

SIGNATURE: \_\_\_\_\_

NAME AND SURNAME (Capital Letters): \_\_\_\_\_

DATE: \_\_\_\_\_