

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, for the purposes of organizing and being able to host the hospitality services of the MotoGP VIP Village™ during events of the FIM 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™, including DORNA SPORTS, S.L. (“DORNA”), IRTA, S.A. (“IRTA”) and the Fédération Internationale de Motocyclisme (“FIM”), 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 [Contingency Plan Red Bull Grand Prix of the Americas](#) and “Event” shall mean the Red Bull Grand Prix of the Americas of the 2021 Season 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. For clarity, reference to the Contingency Plan Covid-19, shall refer and include any and all updates, additions and/or attachments to the mentioned document, including documents for specific events, as published and communicated from time to time by the organization.

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. Before entering the MotoGP VIP Village™ in each day of the Event, every Guests needs to undergo a mandatory SWAB Antigen test. Only Guests with negative results will be allowed to enter to the MotoGP VIP Village™ areas. Guests with a positive result of the SWAB Antigen test or refusing to undergo such test, will not be allowed to access the MotoGP VIP Village™ in order to preserve the health and safety of other Guests to the MotoGP VIP Village™. No refund shall apply in these cases.

3. Should before, during or after an Event the Guest (i) presents or believes he/she may have any sign or symptom associated to or which may be associated with the Covid-19 or (ii) has been in close contact to any third person who may have been infected by COVID-19, the Guest shall immediately communicate such symptoms to the Organisers according to the Contingency Plan Covid-19 and shall follow the rules and recommendations set out in the Contingency Plan Covid-19 and/or issued by Dr. Angel Charre (Medical Director of MotoGP), Dr. Giancarlo Di Filippo (FIM Medical Officer) and their respective medical teams, the CMO of the Event (“**Authorised Doctors**”) and/or the local health authorities. The Guest hereby commits to communicate any of such circumstances as soon as he/she believes or knows that has any symptom of or may have been exposed to Covid-19 and he/she warrants he/she will comply with the Contingency Plan Covid-19, Authorized Doctors recommendations and local law prescriptions at all times. 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 authorities 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) he/she 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 his/her acts and behaviour before and during the Event.
6. The Guest hereby acknowledges and agrees that, in the event of he/she tests positive for Covid-19 while he/she is in the circuit, a special emergency protocol shall be activated. This protocol will imply that all the necessary measures are adopted to immediately locate the Guest who has tested positive, including (i) contact by telephone or otherwise the Guest, (ii) contact the Guest’s Company (in case of corporate Guests) to inform them of the fact that the Guest needs to leave the circuit in order to quarantine and, if necessary, get the medical care he/she may need, (iii) inform the Authorised Doctors, and/or (iv) promote and carry out the appropriate actions so that the organization’s staff physically locate the Guest within the premises as soon as possible. In this latter event, the corresponding personnel will only be informed of the fact that the Guest must be immediately located. Information about his/her health status will therefore not be shared unless strictly necessary. The Guest understands that this protocol is absolutely necessary to maintain the safety and health of everyone in the circuit, and, ultimately, to ensure the continuity of the Event, given the immediate and serious risk of transmission of Covid-19 within the circuit. In addition, The Guest acknowledges and accepts that if required, the Authorised Doctors and the Organizers may arrange medical or hospital treatment (including ambulance transportation) for the Guest. All these actions will always be carried respecting the privacy of the Guest, and fully complying with the applicable regulations on data protection, as detailed in the Privacy Notice below.
7. 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) his/her 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.

8. **THE GUEST HEREBY ACKNOWLEDGES AND FULLY ASSUMES THAT HIS/HER ATTENDANCE TO THE MotoGP VIP Village™ UNDER CURRENT CIRCUMSTANCES WHILE COVID-19 CANNOT BE ERRADICATED IS VERY DANGEROUS.** The Guest hereby acknowledges and understands his/her 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 his/her attendance and participation even when the Contingency Plan Covid-19 is duly and fully complied with. Such risks and dangers of infection exists 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 his/her 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 he/she 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 him/herself, his/her 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 his/her attendance to or participation in the MotoGP VIP Village™. The Guest hereby declares and warrants that he/she has duly informed his/her 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.- PRIVACY NOTICE

1. The personal data concerning the Guest and collected by IES by virtue of this document shall be processed by IES (“Data Controller”), 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”). Local authorities of the country in which the Event will take place shall collect and manage personal data concerning the Guest for the purposes mentioned in Section 1.2 above on their own behalf.
2. For the purposes mentioned in Section 1.2 above, IES shall share the Guest’s information with the local health authorities for accessing controls purposes and/or 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 declares that the personal data he or she provides are complete, accurate and up to date, and acknowledges that he or she shall be responsible in the event of providing false, inaccurate, incomplete or outdated data.
4. The general purpose of the data processing is to manage the Guest’s participation and attendance to MotoGP VIP Village™ during the Event considering the current health situation, developing the necessary management tasks and ensuring compliance with all the special health measures implemented due to the Covid-19 and the Contingency Plan Covid-19, in order to guarantee the safety of all Guests.

In particular, the personal data of the Guest shall be processed for the following specific purposes:

- (i) Register the Guest as a duly registered attendee to the MotoGP VIP Village™.
 - (ii) Control the access of the Guest to the MotoGP VIP Village™ and/or facilities where the Event is held. Medical staff or local authorities shall validate the results of the tests and/or documents provided as per Section 1.2 above in this document.
 - (iii) Collect information about the Guest through paper forms, to know if he or she has experienced any symptoms which can be related to Covid-19, or if he or she has had any dangerous contacts in the days prior to the event, among other information.
 - (iv) Apply and implement all safety and health measures established at the Contingency Plan Covid-19. This includes, in the event that the Guest tests positive for Covid-19 while being in the circuit, to inform the company the Guest works for (only for corporate guests) the fact that the latter is no longer allowed in the circuit, and, when the Guest cannot be immediately located, to carry out all necessary actions to find him or her and apply the appropriate safety measures to protect his/her health and that of the rest of Guests.
5. The lawfulness of the processing of personal data shall stand on the fact that processing is necessary to

protect the health of all Guests and people involved in the events, given the current Covid-19 pandemic.

On this basis, the personal data concerning health, for the purposes described in the previous section are necessary for reasons of public interest in the area of public health, such as protecting against serious cross-border threats to health, on the basis of the laws and regulations which may be applicable regarding the imposition of health measures in the context of sports events or competitions as a consequence of Covid-19.

The identification and contact details of each Guest shall be processed for the performance of the contract, i.e., the acceptance of the terms for his/her attendance to the MotoGP VIP Village™ and keeping the Guest informed about IES and/or MotoGP VIP Village™ activities. The Guest shall have the right to object to the processing of personal data for the purposes of submitting these activities, in accordance with the provision set below as for the data subject's rights in data protection.

6. The Data Controller may share the Guest's health information not only with the Authorised Doctors but also with or other doctors involved in each event, as well as with other third parties as required by law or to the extent it is necessary to ensure compliance with the Contingency Plan Covid-19 and/or other relevant measures, including with public authorities of those countries where events are held and whose laws or regulations require the positive cases of Covid-19 to be communicated.

In addition, some third parties will access the personal data in order to provide the Data Controller different services related to the organisation, management and commercialisation of the MotoGP VIP Village™ always in compliance with requirements of Applicable Privacy Laws and Regulations and, in particular, with Article 28 GDPR.

7. 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. In particular but without limitation, personal data shall be processed in those countries where the event is held whose laws or legislations require the positive cases of Covid-19 to be communicated to the public authorities. Should this be the case, such international transfers would be covered by the law, and therefore no additional mechanism or safeguard would be needed. Nevertheless, appropriate organisational and technical measures shall be implemented in order to ensure the security of personal data.
8. The personal data shall be stored only as long as it is necessary for the abovementioned purposes, and, at the latest, until one (1) week following the Event. Once this period has elapsed, such information might be further processed until the establishment, exercise or defence of potential legal claims is permitted.
9. The Guest may always address the Data Controller at its registered domicile at Calle Príncipe de Vergara 183, 28002 Madrid, Spain or contact its Data Protection Officer at dpo@dorna.com to exercise his or her rights to access, to rectification, to erasure, to restriction, to objection, 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.- 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: _____

Please, sign here