LAMBORGHINI PRE-OWNED CAR LOCATOR WEBSITE - TERMS OF USE

By accessing any part or section of this site, the User agrees to be legally bound by the following terms and conditions.

Definitions

"Lamborghini" means Automobili Lamborghini S.p.A. – a company with sole shareholder belonging to the Audi Group - headquartered at Via Modena 12, Sant'Agata Bolognese (BO), Italy.

"Site" means the Lamborghini websites preowned.lamborghini.com, and all of its subdomains, managed by the same or its providers.

"User" or "You" means any visitor to or user of the site.

Intellectual Property Rights

The information, data, software, photographs, graphics, videos, backgrounds, fonts, graphic design, music, sounds, images, illustrations, drawings, icons, text and any other material present on the Site is work belonging to Lamborghini and/or third parties, and is protected by copyright.

The duplication, reproduction (even partial), downloading, saving, publication or distribution by any means, and more generally any action involving transfer or use of the information or material present on the site, in any form, using either existing or future technologies, is prohibited without express written authorization from the legitimate owner.

Trademarks

"Automobili Lamborghini" is a word mark and figurative mark owned by Lamborghini; the logos used on this site are also registered by the same.

The brands and logos of third parties used on the Site are the exclusive property of their respective owners.

The use and reproduction in any form and manner of the above-mentioned brands and logos is strictly prohibited.

Permitted Use

The User is permitted to access the Site for legitimate uses and commits not to use it for speculative, deceitful or fraudulent activities.

Unless otherwise and expressly specified, all parts or sections of this Site, and the information and material available therein, are destined exclusively for the use provided for, i.e. reading and consultation.

General Limits of Responsibility

The information, software and services included on or available from the Site may contain errors or inaccuracies.

Information is updated periodically. Lamborghini and/or its providers reserve the right to make improvements and/or changes to the Site and/or services at any time.

Lamborghini and/or its providers do not make any warranty or declaration concerning the appropriateness, reliability, availability, timeliness, lack of viruses/malware or any other components which may cause damage, or regarding the accuracy of the information, the software, the services and corresponding graphical material contained on the Site, or in the services offered in relation to any purpose.

In no case shall Lamborghini and/or its providers be held liable for direct or indirect, punitive, incidental, special or secondary damages or for any kind of losses, including loss of use, data or profits, deriving from or in any way connected to the use or execution of the Site/Services, delays with or inability to use the Site or corresponding services, the supply or lack of supply of services, or any information, software, products, service and corresponding graphics obtained via the Site.

In no case shall Lamborghini and its directors, managers, employees or contractors be held responsible for injuries, losses, claims or damages, incidental or indirect of any type, based on contracts, illicit actions or other, deriving from or in any way connected with use of the Site in a manner which does not conform to the terms and conditions provided herein, even if Lamborghini has been informed of the possibility of that damage.

Links to other websites

The Site contains references to products and services supplied by third parties and links to third-party websites.

Lamborghini provides no guarantees and assumes no responsibility for the accuracy and completeness of the information and other contents provided by third parties or available on third-party websites.

Lamborghini is not responsible for the content, availability, operation or execution of any other website to which the Site may link, or which may be accessible from the Site.

Hosting Service

The Site is hosted on the Google Cloud Platform, Compute Engine platform, inside the europewest1 (Belgium) and europe-west4 (The Netherlands).

Privacy Protection

Lamborghini is committed to respecting the privacy and security of its Users. Data which is voluntarily communicated by the User to Lamborghini via the Site shall be handled with maximum care and with all tools necessary to guarantee its security, in full respect of strict applicable privacy legislation, and as specified in the information statement. Please see the privacy policy and information statements published on the data collection pages for further details.

Cookies

Detailed information regarding what type of cookies are used and how to prevent them from being installed on Your computer can be found on the COOKIES POLICY PAGE.

Third-party content and sections

The Site contains sections, articles and, in general, material managed or provided by third parties.

Lamborghini takes no responsibility for the legality, truthfulness, accuracy, completeness or any other characteristic of the above-mentioned material or sections of the Site managed by third parties.

Responsibility for the contents of the above-mentioned material or Site sections, including the ownership and right to use the texts, images, photographs, music, videos or anything else lies exclusively with the aforesaid third parties. Any claims concerning the contents of the material or sections of the Site managed or provided by third parties should be addressed exclusively to the corresponding authors or suppliers.

Communications and Complaints

Lamborghini shall remove in a timely fashion any material published on the Site which should prove to be the property of third parties other than the above-mentioned authors or suppliers of the material or section who can legitimately exercise rights or interests over the material and its contents, or whenever the material or its contents should harm interests or rights protected by law or otherwise represent a violation of law.

Any request, report or claim should be addressed to:

Automobili Lamborghini S.p.A., via Modena 12, 40019 Sant'Agata Bolognese, Italy.

Tel: + 39 051 959 7282

Email: customercare@lamborghini.com

Suspension of the Service

Lamborghini may, at its sole discretion and at any moment, terminate or suspend User access to all or part of the Site.

Entire Agreement

These terms and conditions represent the entirety of the agreement between you and Lamborghini concerning use of the Site and replace any previous declaration or agreement.

The User hereby declares to have been informed of the fact that purchasing, reserving or booking products or services, and the use of particular services or specific parts of the Site, is regulated by further legal and/or contractual limitations, according to the indications provided on the Site itself.

Lamborghini may, at any moment and at its sole discretion, modify the terms and conditions provided herein and publish new terms and conditions on this site, which shall apply from the moment of their publication. Use of the Site by the User shall be regulated by the terms and conditions published on the site at the time of such use.

Should any doubt arise concerning the meaning or interpretation of this policy, the Italian-language version of this policy shall prevail.

Applicable law and competent court.

These terms and conditions are regulated by Italian law.

Any dispute arising from or in connection with these terms and conditions shall be decided exclusively before the Court of Bologna, Italy. It is understood that in case of mandatory rules in the matter of the jurisdiction of the "consumer" these shall prevail.