

TERMS OF PARTICIPATION

NO PURCHASE OR OTHER CONSIDERATION NECESSARY TO PARTICIPATE. PURCHASE WILL NOT IMPROVE CHANCES OF WINNING.

USE CAUTION AND COMMON SENSE WHEN PARTICIPATING IN THIS PROMOTION. RESPECT AND ENSURE THE SAFETY OF YOURSELF AND OTHERS. DO NOT TRESPASS OR HARM ANYONE'S PROPERTY.

By entering and participating in this Promotion, you ("**You**") agree to be bound by these Terms of Participation (the "**Terms**") and represent that you satisfy all of the eligibility requirements below. This Promotion is subject to these Terms and to all applicable laws and regulations.

FOR SOUTH AFRICA (if participating): If You are a consumer, as defined in the Consumer Protection Act 68 of 2008 ('Consumer Protection Act') the Organizer (as defined below) has a duty to point out certain important terms to you. The paragraphs which contain these important terms and the reasons why they are important are set out below:

- a. **Limitation of the Organizer's liability:** Clauses 1, 3, 4 and 10 are important because they limit and exclude obligations, liabilities and legal responsibilities which the Organizer may otherwise have had towards You. They also limit and exclude Your rights and remedies and places various risks, liabilities, obligations and legal responsibilities on You.
- b. **Assumption of risk:** Clauses 1, 3, 4 and 10 are important because they contain assumptions of risk by You and may limit Your rights and remedies against the Organizer.
- c. **Acknowledgment of fact:** Clauses 3 and 7 are important because they each contain an acknowledgement of fact by you. You must read each paragraph carefully because they set out how monies are held on your behalf.
- d. **Indemnity:** Clause 10 requires You to indemnify and hold the Organizer harmless against claims that may be made against the Organizer in certain circumstances. This may place various risks, liabilities, obligations and legal responsibilities on You and the Organizer may claim payment from You of the amount of these claims.

1. THE ORGANIZER

- 1.1 This Promotion is run by Projekt Spielberg GmbH & Co KG whose registered office is located at Red Bull Ring Straße 1, 8724 Spielberg, AUSTRIA, Red Bull GmbH whose registered office is located at Am Brunnen 1, 5330 Fuschl am See, AUSTRIA Red Bull Australia Pty Ltd (ABN 67 085 840 259) whose registered office is located at Level 1, 55 Doody Street, Alexandria NSW 2015, Red Bull Hong Kong Limited whose registered office is located at 21st Floor of EIB Centre 40-44 Bonham Strand Sheung Wan Hong Kong, Red Bull Singapore Pte Ltd whose registered office is located at 80 Raffles Place, #25-01 UOB Plaza 1, Singapore 048624, Red Bull Japan whose registered office is located at Hulic Aoyama No. 2 Building, 1-3-3 Shibuya, Shibuya-ku, Tokyo Japan 150-0002, Red Bull New Zealand whose registered office is located at 27 Mackelvie St, Grey Lynn, Auckland 1011, New Zealand and Red Bull Taiwan Inc. whose registered office is located at (11575) 21, F14-7, Sec. 6 Zhongxiao East Road Nangang Dist 115 Taipei City Taiwan, R.O.C. with the support of the Red Bull's cooperation partners, agencies and service providers ("**Organizer**"). **FOR RUSSIA:** The Promotion is run by Red Bull (Rus) LLC, whose registered office is located at Stanislavskogo street, 21 bld. 3, Moscow, 109004, Russia ("**Organizer**"), its affiliated companies, agencies and service providers. **FOR ROMANIA:** This promotion is run by Red Bull Romania SRL, located on Blvd. Corneliu Coposu nr. 6-8, Sector 3, București, ROMANIA, with the help of our cooperation partners, agencies and service providers.
- 1.2 In the event this Promotion is run via one or more third party platform(s), the Promotion is not linked to the third party platform(s) and is not organized, endorsed or administered by, or associated in any way by the third party platform(s). Your use on the third party platform(s) is subject to the terms and conditions located on such site. The Organizer disclaims any liability should You fail to comply with the third party platform(s) terms and conditions.

2. THE PROMOTION (the "**Promotion**")

- 2.1 The title of the Promotion is Virtual Styrian Green Carpet.

2.2 This Promotion starts ends on 17 August 2022, 14:00:00 am UTC+1 (inclusive). All entries must be received by the Organizer before the closing date. All entries received after the closing date are automatically disqualified.

3. ELIGIBILITY

3.1 In order to enter this Promotion and be eligible to get a reward, You represent and warrant that You satisfy the following eligibility criteria:

- You acknowledge that You are a natural person 18 years of age or older at the time of entry. Persons under the age of 18 years of age are not allowed to participate in this Promotion or transmit or otherwise submit personal Data (all data relating to You, such as Your contact details, Promotion responses and photographs) to the Organizer. It is voluntary to provide us with Your personal data; however, You will not be able to enter the Promotion if You do not supply all required personal data.
- **FOR JAPAN:** If under the age of 20, you agree that you are participating in the Promotion under the active supervision of a parent, legal guardian, or other responsible adult (altogether referred to as “Guardian” in the following) who has read and agreed to these Terms on your behalf. Organizer excludes any responsibility and/or liability in case the participation/the award of a prize requires the approval of a Guardian. This solely lies within your responsibility.
- The Promotion is only open to, and these terms only apply to residents of all , with the exception of: USA, UAE, Australia, Italy, Brazil. Please note that the Organizer is not liable in cases where Participants are not legally allowed to take part in the Promotion due to national or local laws.
- The Organizer is not responsible in case a Participant is not physically or mentally able to perform any or all of the described tasks; there is no legal right to participate in this Promotion whatsoever. Organizer is not liable in case a Participant injures him-/herself while performing actions with regard to this Promotion.
- Directors, officers and employees of the Organizer, its parent, and any of their respective affiliate companies, subsidiaries, agents, any company involved in the development or production of the Promotion, professional advisers, third party service providers or advertising and promotional agencies involved with this Promotion, and immediate family members and those living in the same household of such persons (whether legally related or not) are not eligible to enter or win any rewards in this Promotion. The Organizer shall verify these conditions consulting its database at the time of the selection. **FOR MEXICO:** Directors, officers and employees of the Organizer, its parent, and any of their respective affiliate companies, subsidiaries, agents, any company involved in the development or production of the Promotion, professional advisers, third party service providers or advertising and promotional agencies involved with this Promotion are not eligible to enter or win any rewards in this Promotion.
- Please note that the official language will be English and that all interactions with the Organizer, including these Terms, the registration and further instructions in the course of this Promotion, will generally be in English language. Any translations are provided as a matter of courtesy only.

3.2 The Organizer will not accept entries that are: (a) automatically generated by computer; (b) completed by third parties (on Your behalf) or in bulk; (c) illegible, have been altered, reconstructed, forged or tampered with; or (d) incomplete. The Organizer reserves the right to verify the email address provided by You including where required, any consent provided by a Guardian to require proof of age, identity and/or other provided details at any time at its discretion. In the event of any dispute, entries containing an invalid email address or incorrect data regarding the age or residence of You will be deemed ineligible. You must not enter this Promotion through the use of multiple email accounts or social media accounts. If it becomes apparent that You have used multiple email accounts or social media accounts to circumvent this rule all Your entries will be disqualified.

4. RULES OF PARTICIPATION, SELECTION PROCESS AND THE REWARDS

- 4.1 In order to successfully enter the Promotion, you will have to go to www.redbullring.com/vsgc and follow the given instructions step by step, which includes providing the data that is requested in order to register (e.g. name and email address). Furthermore, if you register via social sign-in e.g. Facebook, Twitter or Google+, additional information (e.g. age or location) may be provided to us.
- 4.2 You will have to {} on www.redbullring.com/vsgc in order to successfully complete the Promotion. The registration period ends on 17 August 2022, 14:00 UTC+1 (inclusive).
- 4.3 Only one entry per person is allowed.
- 4.4 Forty participant(s) will be selected as reward recipient(s) by means of a random draw of all qualifying entries either under the supervision of an independent or via computer process, at the end of the promotional period.
- 4.5 The rewards are: Exclusive access to meet the MotoGP riders in an online meeting. The reward recipient(s) will be announced 17.08.2022, 14:00 – 18:00 (UTC+1). The total value of each reward will not exceed € 30 per person. The winners will be contacted directly by mail with an access code and link to enter the online meeting.
- 4.6 For full details of the selection process please email gewinnspiel@redbullring.com. If the selected reward recipient(s) does not meet the eligibility criteria set out in these Terms, the Organizer will re-draw and select an alternative reward recipient(s). If You are disqualified, the Organizer is under no obligation to publish this fact. The Organizer undertakes to ensure transparency and to log the selection process appropriately in order for the results to be verified.
- 4.7 Late, illegible, incomplete, defaced or corrupt entries will not be accepted. No responsibility can be accepted for lost entries and proof of transmission will not be accepted as proof of receipt. Entries cannot be returned.

5. NOTIFICATION AND CLAIMING THE REWARD

- 5.1 The contact details You provide with Your Promotion entry will be used to notify You of any rewards You are entitled to receive, so please make sure they are kept up to date and accurate.
- 5.2 The Organizer shall contact the reward recipient(s) using the telephone number or email address provided with the Promotion entry. On notification, the reward recipient(s) will be provided with details on how to claim the reward and will be given up until 1 days (from when the Organizer notified the reward recipient(s) that they were successful) to claim the reward. If a reward recipient cannot be contacted or is not available, or has not claimed their reward within this period, the Organizer reserves the right to offer the reward to the next eligible participant, selected in accordance with the selection process.
- 5.3 If a reward recipient rejects the reward, then the reward will be forfeited and an alternative reward recipient will be selected in accordance with the selection process. The Organizer does not accept any responsibility if a reward recipient is not able to take up the reward.
- 5.4 The reward is personal and non-transferable and may not be claimed by a third party on Your behalf.
- 5.5 A list of reward recipients may be published on the Organizer's website. In the event that You are a reward recipient You agree that the Organizer may disclose Your information e.g. first name, last name, nickname, in accordance with the above.
- 5.6 The maximum delivery term shall be no longer than 1 days from the end of the Promotion or the date of the reward claim. Any delay in relation to delivery of the rewards shall be communicated to the reward recipient(s).
- 5.7 To the extent permitted by law, the Organizer reserves the right to replace any or all rewards with rewards of equal or greater value.

- 5.8 Please note that no travel or other costs will be reimbursed for the participation in the Promotion except for those expressly mentioned in these Terms. No cash alternatives will be provided and rewards You are entitled to receive are non-transferable and non-refundable.
- 5.9 The reward recipient shall remain liable for all taxes (including interest and penalties) due and payable to competent tax authorities in respect of any prize monies payable.

6. ORGANIZER'S RIGHT TO CHANGE THE TERMS AND TO DISQUALIFY

- 6.1 To the extent permitted by law, and without affecting Your statutory rights, if in the Organizer's opinion the Promotion is compromised by any event beyond the Organizer's control, the Organizer reserves the right to modify, terminate, amend or extend the Promotion without responsibility and liability for any amount or kind of loss or damage that may result to You or any third party (whether direct or indirect). You should check our website regularly for any changes which will apply from the date that they are uploaded.
- 6.2 At any time during the Promotion, the Organizer reserves the right in its sole discretion to disallow or suspend votes, disqualify and/or remove any Participant if it has reason to believe that where voting is used as a selection process, anyone voting for such finalist has been paid, incentivised or pressured in any way for placing their vote, either by the finalist or any third party and/or the Participant fails to observe these Terms, is engaged in cheating, or where applicable any other kind of illegal or inappropriate behaviour. The Organizer's decision in relation to all matters in connection with the Promotion is final, and no correspondence will be entered into.
- 6.3 In the event that a winning participant is disqualified, the reward will be forfeited and selected in accordance with the selection process.

7. FAIR PLAY

You warrant that Your entry does not contain material that violates or infringes another's rights or reflects a political statement, including but not limited to privacy, publicity or intellectual property rights, contain brand names or trademarks, other than those of the Organizer, which You have a limited licence to use for the sole purpose of this Promotion, contain copyrighted material not created by You, other than material that You have necessary rights, consents and permissions to use, contain material that is offensive, distasteful, dangerous, inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous and obtain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where the entry is created. In the event this Promotion is run via one or more third party platform(s), You warrant and represent that Your entry does not infringe the Terms of the third party platform(s).

8. GRANT OF RIGHTS

- 8.1 You may submit the material, where applicable, to the Organizer in connection with the Promotion (collectively, the "**Entry Materials**"). Entry Materials may contain You, (or another's) voice, image, photograph, statements, biographical information, performances, name and likeness and other user-generated content.
- 8.2 As consideration for Your participation in this Promotion and the opportunity for You to win a reward, You will assign to the Organizer all rights as set forth in the applicable law and to Entry Materials to the broadest extent possible and shall execute all public or private instruments that might be requested for this purpose, as a condition to participate in the Promotion **FOR JAPAN**: including, but not limited to, the rights set forth in Article 27 and 28 of the Japanese Copyright Law and shall execute the public and/or private instruments requested in this regard, which is an essential condition to participate in the Promotion. To the extent that rights are not assignable, You grant to the Organizer a worldwide, unlimited, **for Italy and Colombia** valid for 25 years and for Brazil valid 1 year, exclusive, royalty-free, transferable licence to use the Entry Materials for the purposes of this Promotion, including but not limited to the display on any and all Organizer and its affiliates' websites, including social media websites. The Organizer does not guarantee any confidentiality with respect to Entry Materials. Subject to any licence, You grant herein, any and all Entry Materials that You upload, store, transmit, submit, exchange or make available to the website is generated, owned and controlled solely by You, and not by the

Organizer. It is solely Your responsibility to monitor and protect any intellectual property rights that You may have in Your Entry Materials, and the Organizer does not accept any responsibility for the same. You expressly acknowledge that You and any person who appears in the Entry Materials have the right to decline use of the Entry Materials for marketing material.

- 8.3 You represent and warrant that all necessary rights, permissions, consents and moral rights' waivers (in the broadest extent permitted by applicable laws) have been duly and effectively obtained from any performer, presenter, contributor or other person involved in the Entry Materials or rights, services or facilities in connection with it.
- 8.4 To the extent permitted by applicable law, reward recipients may be requested to take part in promotional activity and the Organizer reserves the right to use the names and addresses of reward recipients, their photographs and audio and/or visual recordings of them in any promotional material to the extent each reward recipient agrees. The Organizer will seek the consent of the reward recipient, where required. You expressly acknowledge that You and any person who appears in the Entry Materials have the right to decline use of the Entry Materials for marketing material.

9. COLLECTION OF INFORMATION AND DATA PRIVACY

- 9.1 **FOR AUSTRALIA:** Red Bull Australia Pty Limited ABN 67 085 840 259 (Red Bull) collects your personal information for the purposes of administering events, consumer activations, competitions, promotions, websites and apps, improving our business practices, services and products, addressing complaints about Red Bull or its affiliates, to provide you with the best experience possible with using our websites and apps, ensuring your safety and to provide you with information about our products, events and other activities ("**Purpose**"). Your personal information will be retained by Red Bull in accordance with the Australian Privacy Principles and the Privacy Act 1988 (Cth) as well as any other applicable privacy laws. Red Bull may also collect, use and disclose your sensitive information including your health information; however, Red Bull will only do so with your consent. Red Bull may use your personal information to send you direct marketing materials; however, Red Bull will only do so with your consent. If you do not provide your personal information Red Bull will not be able to enter you into promotions, register you for events, provide you with products, contact you about future events and our products, contact you about a complaint you may have made or continue to improve the experiences and services provided to you. Red Bull may provide your personal information to Red Bull's related entities and third parties in relation to the Purpose, who may be located in Australia or other countries (including Europe, the United States or Singapore) but if we do so we take steps to ensure that your privacy is respected. For further information, including how you can access and correct the personal information we hold about you or to make a privacy complaint, please see our [Privacy Policy](#) or contact Red Bull via the [Data Privacy form](#).

FOR HONG KONG: Red Bull Hong Kong Limited, business registration number 51346958-000-10-16-2 (Red Bull) collects your personal information for the purposes of administering events, consumer activations, competitions, promotions, websites and apps, improving our business practices, services and products, addressing complaints about Red Bull or its affiliates, to provide you with the best experience possible with using our websites and apps, ensuring your safety and to provide you with information about our products, events and other activities ("**Purpose**"). Your personal information will be retained by Red Bull in accordance with the Data Privacy Principles and the Personal Data (Privacy) Ordinance (Cap. 486). Red Bull may use your personal information to send you direct marketing materials; however, Red Bull will only do so with your consent. If you do not provide your personal information Red Bull will not be able to enter you into promotions, register you for events, provide you with product, contact you about future events and our products, contact you about a complaint you may have made or continue to improve the experiences and services provided to you. Red Bull may provide your personal information to Red Bull's related entities and third parties in relation to the Purpose, who may be located in Hong Kong or other countries (including Europe, the United States, Australia or Singapore) but if we do so we take steps to ensure that your privacy is respected. Red Bull will only disclose Personal Data to Red Bull's related entities or to third party data processors as is necessary in order to fulfil the Purpose. Red Bull and Red Bull's related entities will take appropriate security measures to protect your Personal Data. For further information, including how you can access and correct the personal information we hold about you or to make a privacy complaint, please see our [Privacy Policy](#) or contact Red Bull via the [Data Privacy form](#).

FOR NEW ZEALAND: Red Bull New Zealand Limited (Company Number 1179756) ("Red Bull") collects your personal information for the purposes of administering events, consumer activations, competitions, promotions, websites and apps, improving our business practices, services and products, addressing complaints about Red Bull or its affiliates, to provide you with the best experience possible with using our websites and apps, ensuring your safety and to provide you with information about our products, events and other activities ("**Purpose**"). Your personal information will be retained by Red Bull in accordance with the Information Privacy Principles and the Privacy Act 1993. Red Bull may use your personal information to send you direct marketing materials; however, Red Bull will only do so with your consent. If you do not provide your personal information Red Bull will not be able to enter you into promotions, register you for events, provide you with product, contact you about future events and our products, contact you about a complaint you may have made or continue to improve the experiences and services provided to you. Red Bull may provide your personal information to Red Bull's related entities and third parties in relation to the Purpose, who may be located in New Zealand or other countries (including Europe, the United States, Australia or Singapore) but if we do so we take steps to ensure that your privacy is respected. For further information, including how you can access and correct the personal information we hold about you or to make a privacy complaint, please see our [Privacy Policy](#) or contact Red Bull via the [Data Privacy form](#).

FOR SINGAPORE: Red Bull Singapore Pte Ltd (Red Bull) collects your Personal Data for the purposes of administering events, consumer activations, competitions, promotions, websites and apps, improving our business practices, services and products, addressing complaints about Red Bull or its affiliates, to provide you with the best experience possible with using our websites and apps, ensuring your safety and to provide you with information about our products, events and other activities ("**Purpose**"). Red Bull may use your Personal Data to provide you with information about Red Bull's products, events and other promotions but only where you have consented to receive this information. Your Personal Data will be retained by Red Bull in accordance with the Personal Data Protection Act 2012 ("Privacy Act") and other relevant privacy laws. Red Bull may use your personal information to send you direct marketing materials; however, Red Bull will only do so with your consent. If you do not provide the requested Personal Data Red Bull will not be able to enter you into promotions, register you for events, provide you with product, contact you about future events and our products, contact you about a complaint you may have made or continue to improve the experiences and services provided to you. Red Bull may provide your Personal Data to Red Bull's related entities and third party data processors in relation to the Purpose (where you have consented to such disclosure), who may be located in Singapore or other countries (including but not limited to Europe, Australia and the United States) but if we do so we take steps to ensure that your privacy is respected. Red Bull will only disclose Personal Data to Red Bull's related entities or to third party data processors as is necessary in order to fulfil the Purpose and where you have consented to such disclosure. Red Bull and Red Bull's related entities will take appropriate security measures to protect your Personal Data. For further information, including how you can access and correct the Personal Data we hold about you or to make a privacy complaint, please see our [Privacy Policy](#) or contact Red Bull via the [Data Privacy form](#).

- 9.2 Information about how the Organizer may collect, process and store Your personal data for the Promotion and otherwise, can be found within our Privacy Policy at www.redbull.com/pp/en_INT. **FOR PERU** (if participating): You may, under the applicable local laws, be entitled to request information about the locations where the databases that store your personal data are located. **FOR JAPAN:** Red Bull collects the Participant's personal information for the purposes of administering this promotion and to advise him or her of Red Bull products and future events ("**Purpose**"). The Participant's personal information will be retained by Red Bull in accordance with the Japanese Act of Protection of Personal Information and any other applicable privacy laws. If the Participant does not provide the personal information Red Bull will not be able to enter the Participant into the Promotion or provide the Participant with information about Red Bull products and future events. Red Bull may provide the Participant's personal information to Red Bull's related entities and third parties in relation to the Purpose, who are located in Japan, Europe, the United States or Singapore but if Red Bull does so Red Bull takes steps to ensure that the Participant's Personal Information is protected. For further information, including how the Participant can access and correct the personal information Red Bull holds about the Participant or to make a privacy complaint, please see Red Bull's [Privacy Policy](#) or contact Red Bull via email at privacy@redbull.com. **FOR RUSSIA:** The Organizer collects your personal data for the purposes of administering this Promotion and to advise You of Red Bull products and future events ("**Purpose**"). Your personal data will be retained by the Organizer in accordance with the Federal Law of 27 July 2006 N 152-FZ ON PERSONAL DATA and any other applicable privacy laws. The Organizer may provide Your Personal Data to Red Bull's related entities as specified at https://policies.redbull.com/policies/RedBull.com_Russia/201807111103/ru/affiliates.html in relation to

the Purpose, who are located all over the world but if the Organizer does so, it will take steps to ensure that your Personal Data is properly protected.

10. LIABILITY AND WARRANTY

- 10.1 **FOR UNITED KINGDOM:** Notwithstanding anything to the contrary hereunder, Organizer does not limit or exclude its liability in respect of any death or personal injury caused by its negligence or any fraud.
- 10.2 Insofar as is permitted by law, the Organizer, its employees, agents or distributors will not in any circumstances be responsible or liable to compensate the reward recipient or accept any liability for any loss, damage, personal injury or death occurring as a result of participation in the Promotion, as well as taking up the reward. **NOT FOR UNITED KINGDOM:** Any limitation of liability shall be excluded for fraud, willful misconduct or gross negligence. Your statutory rights are not affected **FOR AUSTRALIA** (if participating): (including the Consumer Guarantees under Schedule 2 of the Competition and Consumer Act 2010); **FOR CHILE:** (including the Consumer Guarantees under Consumer Rights' Protection Law – Law n. 19.496). **FOR FRANCE:** In case the reward is a good or service offered by a third party, the responsible or liable company in case of direct damages is the entity providing the service or good. Under any circumstances, the Organizer shall not be held responsible for damage caused by a third party.
- 10.3 The Organizer and the Red Bull Group exclude all liability to You for any loss of income, loss of profits, loss of goodwill, loss of data, loss of opportunity (in each case whether direct or indirect) and any indirect or consequential loss or damages incurred or suffered by You in connection with Your participation in the Promotion **NOT FOR UNITED KINGDOM:** unless such loss arises from the Organizer's or the Red Bull Group's failure to respect its contractual and legal obligations, in which case Red Bull still limits its liability for the abovementioned situations to the extent allowed by applicable law.
- 10.4 The Organizer and the Red Bull Group shall not be liable for: late, lost, delayed, damaged, misdirected, incomplete, illegible, or unintelligible entries; telephone, electronic, hardware, or software program, network, Internet, or computer malfunctions, failures, delays or difficulties; errors in transmission; reward notification deliveries attempted but not received; any loss suffered by anyone who enters or attempts to enter and/or participate in the Promotion, whether the entry is lost, not submitted, wrongly processed or does not win.
- 10.5 There is no legal right to participate in this Promotion. The Organizer is not responsible if You are unable to participate in the Promotion for any reason.
- 10.6 Subject to clause 10.1 (**FOR UNITED KINGDOM**), the Organizer is not liable if You injure Yourself while performing actions with regard to this Promotion. You represent that You do not have any condition and are not affected by any circumstances that would prevent You from safely participating in the Promotion or would pose a present risk to others in Your doing so. You also agree that You are not otherwise prohibited from participating in the Promotion for any reason.
- 10.7 In no event shall the Organizer and the Red Bull Group be responsible or liable for any failure or delay in the performance of its obligations under these Terms arising out of or caused by, directly or indirectly, circumstances beyond its reasonable control, including but not limited to strikes, work stoppages, accidents, or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software or hardware) services, when these circumstances constitute a force majeure as defined under applicable local law.
- 10.8 To the fullest extent permissible by law, no conditions, warranties or other terms apply to the Promotion and all free products are awarded "as is" and without warranty of any kind, express or implied (including, without limitation, any implied warranty of satisfactory quality or fitness for a particular purpose).
- 10.9 **FOR AUSTRALIA** (if participating): The Participant's statutory rights are not affected (including the Consumer Guarantees under Schedule 2 of the Competition and Consumer Act 2010). **FOR JAPAN** (if participating): In case a legal minor Participant wins a prize and if the acceptance/usage of such prize requires the approval of a Guardian, the Organizer is entitled to determine an alternate winner in case no such approval is given. Neither

the Participant nor the Guardian has any rights or claims regarding the Organizer's decision. **FOR RUSSIA** (if participating): The Organizer hereby informs the reward recipient that, in accordance with the provisions of the Tax Code of the Russian Federation, the value of all rewards received from organizations exceeding 4,000 (four thousand) Russian rubles for the reporting period (calendar year), including those received in kind, is included in the tax base on personal income tax. By participating in the Promotion and agreeing with these Terms, the Participants, including the Winners, are duly informed of the above rule of the Russian tax legislation.

10.10 The Organizer excludes any responsibility and/or liability in case the participation/the award of a reward requires the approval of a Guardian. This solely lies within Your responsibility.

11. GENERAL

11.1 If any provision of the Terms shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of the Terms shall not in any way be affected or impaired thereby.

11.2 These Terms shall be governed by and construed in accordance with the laws of Austria, and the parties submit to the non-exclusive jurisdiction of the courts of Vienna Inner City. **FOR JAPAN:** These Terms shall be governed by and construed in accordance with the laws of Japan and the parties submit to the non-exclusive jurisdiction of the Tokyo District Court. **FOR RUSSIA:** These Terms shall be governed by and construed in accordance with the laws of the Russian Federation. All disputes arising out of or in connection with these Terms should firstly be tried to be settled amicably. If not, the disputes shall be settled by the courts competent for the address of the Organizer.

11.3 The latest version of the Terms will be available on the Organizer's website.

11.4 For general questions arising out of these Terms and/or related to this Promotion, please contact gewinnspiel@redbullring.com.

11.5 **FOR CHILE:** These terms and conditions are filed before the Notary of Santiago.

Created: 16 August 2022