

## CONDITIONS OF PARTICIPATION “DTM RAFFLE”

By participating in this promotion **(you)** agree to be bound to these terms and conditions of participation (**Terms and Conditions**) and declare that you meet all of the requirements outlined below. This promotion is based on a game of chance, is free of charge and is subject to these terms and conditions as well as all applicable laws and regulations.

### 1. THE ORGANISER

- 1.1 This promotion is being organised by Projekt Spielberg GmbH & Co KG (the **Organiser**) with a registered office at Red Bull Ring Straße 1, A-8724 Spielberg, Austria.
- 1.2 If this promotion is operated through one or more third party platforms, there is no link between the promotion and the platform(s) of the third party, nor is the promotion organised, supported or managed by the platform(s) and it is not related to them. Your use of the third-party platform(s) is subject to the general terms and conditions contained on the third party's website. The organiser rejects any liability for a failure to comply with the general conditions of the platform(s) of third parties.

### 2. THE PROMOTION (“DTM RAFFLE”)

- 2.1 The title of the promotion is “DTM RAFFLE”
- 2.2 This promotion runs from 08.09.2023 to 14.09.2023 at 21:00. The winner will be determined at random and notified via a direct message on Instagram on 15.09.2023.
- 2.3 To enter the Instagram competition you need to leave a comment below our post, like, share and follow the account @redbullring.

### 3. REQUIREMENTS FOR PARTICIPATION

- 3.1 Neither a purchase nor the provision of any kind of service is required for participation. A purchase does not increase your chances of winning.
- 3.2 In order for you to participate in this promotion, you declare and guarantee that you meet the following criteria:
  - You confirm that you are a natural person and are 18 years or older at the time of your participation.
  - The winner is also a natural person and 18 years or older at the time of participation.
  - This promotion is open to entrants worldwide. Please note that the Organiser will not be liable if an entrant is excluded from participating in the promotion due to international, national or regional laws (for example, due to travel restrictions imposed as a consequence of Covid-19).
  - Directors, senior staff and employees of the promoter, its parent company, as well as immediate family members and persons living in the same household of the above-mentioned group of persons (whether related

or not within the meaning of the law) are not entitled to participate in this promotion or to receive prizes. The Organiser is to check that these requirements have been met by reviewing its database at the time of the winner's selection.

- 3.3 The Organiser will not accept submissions if: (a) they are automatically generated by computers; (b) are incomplete. The Organiser reserves the right, at its sole discretion, to verify the data submitted and, if applicable, to request proof of the consent of a parent or guardian, as well as proof of your age, identity and/or other information.

## **4. RULES OF PARTICIPATION, SELECTION PROCEDURES AND PRIZES**

- 4.1 To enter the Instagram competition you need to leave a comment below our post, like, share and follow the account @redbullring.
- 4.2 You can win 2x Service Road Tour & 2x DTM 2023 tickets on the Red Bull Ring.
- 4.3 The winner will be selected at random by the Organiser.
- 4.4 For further questions regarding the selection process, please send an e-mail to: [office@redbullring.com](mailto:office@redbullring.com).
- 4.5 If a participant wins a prize and if the acceptance/use of this prize requires the consent of a parent or guardian (for example for travel, participation in sports-related activities or in the case of a prize that involves a contractual relationship with the participant), Projekt Spielberg GmbH & Co KG is entitled to replace the prize in question with another prize or to select an alternative winner, if the consent required is not granted. If the parent or guardian grants consent, but the acceptance/use of the prize incurs costs for the guardian (e.g. travel expenses to accompany a participating minor), Projekt Spielberg GmbH & Co KG is also entitled to replace the original prize with another prize or to choose an alternative winner. Neither the participating person nor the guardian shall be entitled in any way to make any claims for any additional expenses connected to the use of a prize.
- 4.6 Only one prize can be given to each participant.
- 4.7 The prize game is not affiliated with Instagram and is in no way sponsored, endorsed or organised by Instagram.

## **5. NOTIFICATION AND CLAIMING OF PRIZE**

- 5.1 The Organiser will contact the winner on Tuesday 15.09.2023 via a direct message on Instagram. Should they accept the prize, the prize winner receives the details of how to claim the prize.
- 5.2 The prize is allocated to one person and is not transferable. It cannot be claimed by a third party on behalf of the winner.

## **6. ORGANISER'S RIGHT TO CHANGE TERMS AND DISQUALIFY**

- 6.1 To the extent permitted by law, without affecting your statutory rights, the Organiser reserves the right to change, terminate, supplement or extend the promotion if it is of the opinion that the promotion is at risk from an event out of its control. The Organiser assumes no liability for losses or damages that you or third parties (whether direct or indirect) may incur. Any changes will apply from the date on which they are published on our website. You should therefore check our website regularly for changes.
- 6.2 If a prizewinner is disqualified, the prize will no longer be valid and a new prize will be determined according to the selection procedure.

## **7. GRANTING OF RIGHTS**

- 7.1 Where permitted by law, prizewinners may be asked to participate in promotional activities. In this regard, the Organiser reserves the right to use the names and addresses, photographs and audio and video recordings of prizewinners for promotional materials within the scope of the consent given by the prizewinners. The Organiser will, if required, obtain the consent of the prizewinner(s).

## **8. STORAGE OF INFORMATION AND DATA PROTECTION**

Information on how the Organiser is permitted to collect, process and store your personal data for the promotion and other purposes can be found in our privacy policy on our homepage [www.redbullring.com](http://www.redbullring.com). If you only participate in the campaign and do not subscribe to a newsletter, your data will be processed exclusively for the necessary purpose of fulfilling the contract (the process of the competition). Other data will be anonymised or deleted after the promotion.

## **9. LIABILITY AND WARRANTY**

- 9.1 As far as the law permits, in no event shall the Organiser, its employees, agents or sales partners be responsible or liable to indemnify reward recipients or accept any liability for any loss, damage, personal injury or death resulting from participation in the promotion or the use of the prize. Any limitation of liability in the event of fraud, malice or gross negligence is excluded. Your statutory rights remain unaffected.

- 9.2 The Organiser and DM Group and Red Bull Group exclude all liability to you for the following cases: loss of income, loss of profits, loss of company value, loss of data, loss of professional or business opportunities (either directly or indirectly) and any indirect or consequential damages suffered by you in connection with your participation in the promotion, unless such loss arises from non-compliance with the contractual and legal obligations of the Organiser or DM Group or Red Bull Group, whereby Projekt Spielberg limits its liability for the above situations to the extent permitted by law.
- 9.3 The Promoter, DM Group and Red Bull Group shall not be liable for: late, lost, damaged, misdirected, incomplete, illegible or incomprehensible entries; telephone, electronics, hardware or software, network, internet or computer malfunctions, failures, delays or problems; transmission errors; the attempted delivery of prize notifications that were not received; losses of participants in the promotion or of persons who have tried to participate – regardless of whether the participation is lost, was not submitted, was incorrectly processed or does not win.
- 9.4 There is no legal entitlement to participate in this promotion. The Organiser is not responsible if you are unable to participate in the promotion, regardless of the reasons for that.
- 9.5 The Organiser shall not be liable in the event of any breach during the process of any action related to this promotion. You declare that you do not suffer from any illness and are not affected by any circumstances that would make your participation in the promotion unsafe or pose a risk to others. You also declare that you are not prohibited from participating in the promotion for any other reason.
- 9.6 In no event are the Organiser, DM Group and Red Bull Group responsible or liable for any failure or delay in the performance of their obligations under these terms and conditions if the reasons for this are due to circumstances or influences beyond their reasonable control – such as strikes, work stoppages, accidents and interruptions, loss or the malfunction of utilities, communication or computer services (software or hardware) if these circumstances constitute force majeure within the meaning of applicable local law.
- 9.7 As far as the law allows, no other terms and conditions, guarantees or other terms apply to the promotion, and all free products are provided in their actual condition without any express or implied warranty (including, but not limited to, any implied warranty of satisfactory quality or suitability for a particular purpose).
- 9.8 The Organiser excludes any responsibility or liability in the event that the participation/awarding of a prize requires the consent of a parent or guardian. This is your sole responsibility.
- 9.9 With the awarding of the prize, the Organiser is, in any case, released from all obligations.

## **10. GENERAL**

- 10.1 If any provision of these terms and conditions is found to be invalid, unlawful or unenforceable, this shall in no way affect the validity, legality and enforceability of the remaining provisions.
- 10.2 These terms and conditions of participation and the entire legal relationship between the participants and the Organiser are subject exclusively to Austrian law to the exclusion of conflict of law rules; mandatory and more favourable legal provisions of the country of residence of consumers remain unaffected by this.

- 10.3 These terms and conditions of participation can be changed at any time by the Organiser without specific notification or changed accordingly by the provision of corresponding information in the competition. The latest version of these terms and conditions is published on the website of the Organiser.
- 10.4 For general questions arising out of these terms and conditions or in connection with the promotion, please contact: [office@redbullring.com](mailto:office@redbullring.com).

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