

## 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 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 Red Bull GmbH whose registered office is located at Am Brunnen 1, A-5330 Fuschl am See, Austria, 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 Australia Pty Limited whose registered office is located at Level 1, 55 Doody Street, Alexandria NSW 2015, Australia with the support of its affiliated companies, 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**"), and its [affiliated companies](#).
- 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 ("**Promotion**")

- 2.1 The title of the Promotion is Jr's Global Five.
- 2.2 This Promotion starts from and including 22 February 2020, 12:00:00 am UTC+1 and ends on and including 30 September 2020, 12:00:00 am UTC+1 (inclusive). All entries must be received by the Organizer before September 30, 2020. All entries received after this 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 16 years of age or older at the time of entry, or above the age of majority in Your country and, if You are under the age of 18 or under the age of majority in Your country, You are participating in this Promotion under the active supervision of a parent or legal guardian,

("Guardian") who has read and agreed to these Terms on Your behalf. Persons under the age of 16 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. Two members of the team may be older than 25 years of age.

- The Promotion is only open to, and these terms only apply to residents of all countries with the exception of: China, Cuba, Crimea region French Polynesia, Iran, Japan, Malaysia, Mongolia, Nepal, New Caledonia, New Zealand, North Korea, Papua New Guinea, Philippines, Singapore, South Korea, Sudan, Syria, Taiwan and Thailand.
- 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 must upload and submit Your maximum 60 seconds video on Instagram (Your Instagram account must be set to public) by September 30, 2020 demonstrating Your football skills in a creative, exciting and engaging way to show how You "*outplay them all*" and why You should be one of the seven team members chosen from around the world that has the chance to receive the Reward as described under clause 5. In addition to these seven global team member prizes, in the event that no such global team member prizes are awarded to participants in Bulgaria and Turkey, one winner from each of these two markets (and for India four winners) will be selected to win a jersey signed by Neymar Jr in accordance with the same activation mechanics and same judging criteria as set out in this clause. To be able to win, You must submit the Instagram video by (i) using the hashtag #outplaythemall, (ii) including a country flag of the country where you have your residence (**FOR INDIA:** do not include a country flag) and (iii) tagging @redbullneymarjr5ive. You must own the copyright in the picture or video. The video must be Your own work and must reflect the theme of the Promotion being: "*How I outplay them all*". You are free to upload whatever You think will communicate and convince the jury how you outplayed them all & therefore why You deserve one of the seven places on the winning team to receive the Reward as described under clause 5.

4.2 The video must not: (a) be copied; (b) contain third party materials; (c) contain any content You do not have permission to use; (d) be offensive, distasteful, defamatory, dangerous, obscene, inappropriate; (e) violate the

rights of any third party (e.g. any identifiable persons appearing in the picture or video) or reflect a political statement; and/or (f) breach any applicable laws.

- 4.3 Once You have uploaded and submitted Your Submitted Content, the Organizer, together with an independent and suitably skilled judge or equivalent (the “**Judges**”), will select seven global (male or female) team member finalists and two spectator finalists (as detailed in clause 4.1) from all the valid entries received in accordance with the Terms. When selecting these winning entries, the Judges’ decision will be based on Excitement, Creativity, Engagement and level of skill. The decision of the Judges is final and no correspondence or discussion will be entered into. Due to the expected high number of entries, individual feedback is not possible. Each of the seven global team member winners shall receive the Reward as described under clause 5.
- 4.4 For further details of the selection process please email [outplaythmall@redbullneymarjrsfive.com](mailto:outplaythmall@redbullneymarjrsfive.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.
- 4.5 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.
- 4.6 **FOR U.S.:** for U.S. participants, entry into the Promotion and selection of the national finalists is subject to the U.S. Official Rules, located at [www.redbullneymarjrsfive.com](http://www.redbullneymarjrsfive.com).
- 4.7 **FOR INDIA:** If You are a resident in India, use the hashtag #RedBullIndia in addition for the chance to win additional prizes. To be able to win, You must submit the Instagram video by (i) using the hashtags #outplaythmall and #spencers, and (ii) tagging @redbullneymarjrsfive. All entries must be received by the Organizer before 30 September 2020. Four winners will be selected to win the Reward as described under clause 5. Three winners will be selected to win a Neymar Jr signed jersey. Prize winners will be selected in accordance with the same activation mechanics and the same judging criteria as set out in this clause 4 and the same reward regulations as set out in clause 5.

## **5. NOTIFICATION AND CLAIMING THE REWARD**

- 5.1 The prize winner(s) will be announced on 8 October 2020. 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) on Instagram via the Red Bull Neymar Jr’s Five account. On notification, the reward recipient(s) will be provided with details on how and until when to claim the reward . If a reward recipient cannot be contacted or is not available, or has not claimed their reward within the set period period, the Organizer reserves the right to offer the reward within seven days 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 [www.redbullneymarjrsfive.com](http://www.redbullneymarjrsfive.com) (“**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 30 days from 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 The Reward:

Each of the seven global winners shall receive:

- (a) one return economy flight from his/her country of residence (or a nearby location to be designated by the Organizer) to Brazil (or any other location where Neymar Jr will be at that time, the exact location will be communicated to the seven global winners ("alternative location")) to attend and *take part in* a friendly match against Neymar Jr in December 2020. The outbound flight will need to arrive in Sao Paolo, Brazil or the alternative location and the return flight will leave to the same airport as departure. The timing of the flights lies within the sole responsibility of Organizer and depends upon the home country of the prize winners;
- (b) Accommodation for a maximum of three nights (which can include 3 stars or above);
- (c) attend and *take part in* a friendly match against Neymar Jr; and,
- (d) all transfers in Brazil or the alternative location to and from the airport and to and from the place of the friendly match against Neymar Jr.

Food and beverage costs during the course of stay or at event are included.

If Neymar Jr is injured or if any other reasons prevent him from playing in the friendly match, the Reward will be a meet and greet with Neymar Jr without playing any football.

Without limitation of clause 6, if the friendly match/meet and greet with Neymar Jr as described above cannot take place due to international travel restrictions or any other reasons, each of the seven global winners will receive a jersey signed by Neymar Jr and an open ticket to the Red Bull Neymar Jr'S Five Final in Brazil in 2021. Travel and accommodation costs for the visit of the Red Bull Neymar Jr'S Five Final in Brazil in 2021 will be covered to the extent as stated above.

The total value of each Global Prize will depend on the place of residence of each winner. The total value of each Global Prize will not exceed three thousand Euros (3,000 EUR) (or an equivalent amount of any applicable local currency) before any applicable tax per person.

- 5.8 In the event that no global team member winners are selected in accordance with clause 5.7 for Bulgaria and Turkey one winner from each of these two markets (and four winners from India) shall be selected to win a jersey signed by Neymar Jr .
- 5.9 Food and beverage costs during the course of stay or at event are included. The total value of each Global Prize will depend on the place of residence of each winner. The total value of each Global Prize will not exceed three thousand Euros (3,000 EUR) before any applicable tax per person.
- 5.10 In case You are a minor Participant (who requires the consent of a Guardian and obtained such consent) and wins a reward and if the acceptance/usage of such reward requires the approval or attendance of a Guardian (for instance travel or the participation in a sport-related activity), in case no approval is given for You to claim the reward without the attendance of the Guardian, the Organizer will cover the reasonable travel costs of the Guardian. Neither You nor the Guardian has any rights or claims regarding additional expenses in connection with the rewards. Each reward recipient and the Guardian, if required, must travel together on the same itinerary.
- 5.11 Any other incidental costs and expenses associated with reward acceptance and use such as security fees, gratuities, luggage fees, snacks, drinks, and incidental charges are the responsibility of the reward recipient(s) (and reward recipient's companion). Ground transportation may be provided in lieu of air transportation if the reward recipient resides within a small radius of the destination, and no compensation or substitution will be provided for difference in value.
- 5.12 Each reward recipient must possess and show valid travel documents, prior to departure (e.g. valid passport or other acceptable government-issued identification). Travel insurance and spending money are the specific responsibility of the reward recipient and companion. Once airline tickets have been issued, no changes by winner will be permitted. The Organizer will determine airline, airports, flight itinerary and overnight accommodations in its sole discretion. Travel and accommodation restrictions, conditions, and limitations may apply. The Organizer will not replace any lost, mutilated, or stolen tickets or travel vouchers. Reward recipient(s) and, if applicable, their companion(s) will require (and be responsible for the cost of obtaining) a valid passport and/or valid travel documents with at least 6 months' validity as well as any required visas. The Organizer does not make any guarantees as to the safety of Sao Paolo.
- 5.13 To the extent permitted by law, the Organizer reserves the right to replace any or all rewards with rewards of equal or greater value.

- 5.14 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.
- 5.15 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. **FOR JAPAN:** 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:** 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. **For U.S.:** Federal, state, and local taxes on prizes, if any, and any other costs, fees and expenses not listed herein as specifically included as part of the prize are the sole responsibility of winner.

## 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. **FOR U.S. :** By submitting your entry you also grant to Sponsor the worldwide, perpetual, irrevocable, fully sub-licensable, and freely transferable right, but not the obligation, to use any and all names, identities, titles, likenesses, distinctive appearances, physical likenesses, images, portraits, pictures, photographs (whether still or moving), screen personas, voices, vocal styles, statements, gestures, mannerisms, personalities, performance characteristics, biographical data, signatures, and any other indicia or imitations of identity or likeness listed, provided, referenced, or otherwise contained in the Entry Materials (including, without limitation, any video and written supplement) (all attributes, collectively, per person, a "Persona") for purposes of advertising and trade, in any format, medium, or technology now known or later developed without further notice, approval, or compensation, unless prohibited by law.

- 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. To the extent that rights are not assignable, You grant to the Organizer a worldwide, unlimited, 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. **FOR COLOMBIA:** The licence mentioned in the prior sentence is limited to twenty-five years. 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. **FOR U.S.:** By entering, you grant to Sponsor a perpetual, irrevocable, non-exclusive, worldwide, royalty-free, sub-licensable, freely assignable license to reproduce your Entry Materials (including, without limitation, any video or written supplemental material) and to otherwise use, exploit, copy, modify, adapt, edit, publish and display the Entry Materials (including, without limitation, any video or written supplemental material) in any form, manner, venue, media or technology now known or later developed for any and all purposes, including, without limitation, for purposes of trade, advertising, and promotion as Sponsor and its licensees or assignees determine, without further compensation, notification, or permission. Further, by entering, you hereby waive any moral rights you may have in your Entry Materials in favor of the Sponsor and anyone authorized by the Sponsor to use such Entry Materials.
- 8.3 You represent and warrant that all necessary rights, permissions, consents and moral rights' waivers 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 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](#).
- 9.2 **FOR AUSTRALIA:** Red Bull collects your personal information for the purposes of administering this Tournament, administering our website and apps, to improve our business practices, services and products, to address complaints and to advise you of Red Bull products and future events (if you have consented to this) ("Purpose"). Your personal information will be retained by Red Bull in accordance with the Australian Privacy Principles, the Privacy Act 1988 (Cth) and any other applicable data privacy laws. If you do not provide the personal information Red Bull will not be able to enter you into the Tournament or provide you with information about Red Bull products and future events (if you have consented to this). Red Bull may provide your personal information to its 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 Red Bull does so it takes steps to ensure that your privacy is respected. For further information, including how you can access and correct the personal information Red Bull holds about you or to make a privacy complaint, please see the Red Bull's [Privacy Policy \(https://policies.redbull.com/policies/RedBull.com\\_Australia/201808210237/en/privacy.html\)](https://policies.redbull.com/policies/RedBull.com_Australia/201808210237/en/privacy.html) or contact Red Bull via email at [privacy@redbull.com](mailto:privacy@redbull.com).
- 9.3 **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 Organizer's related entities as specified at [https://policies.redbull.com/policies/RedBull.com\\_Russia/201807111103/ru/affiliates.html](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.

- 9.4 **FOR HONG KONG:** The Organizer 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 Organizer 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 Organizer in accordance with the Data Privacy Principles and the Personal Data (Privacy) Ordinance (Cap. 486). It is mandatory to provide the requested Personal Data. If you do not provide your personal information Organizer 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. Organizer may provide your personal information to Organizer'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. Organizer will only disclose Personal Data to Organizer's related entities or to third party data processors as is necessary in order to fulfil the Purpose. Organizer and Organizer'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](#) available or contact Organizer via email at [privacy@redbull.com](mailto:privacy@redbull.com).
- 9.5 **FOR UKRAINE:** You acknowledge and agree that the Organizer may collect, process, store, transmit, and/or otherwise use your personal data which you transfer to the Organizer (including but not limited to name, email address, phone number, age, location, etc), for the purposes of administering this Promotion and to advise you of Red Bull products and future events. The Organizer will process your personal information in accordance with the Law of Ukraine "On Protection of Personal Data" and in accordance with Organizer's Data Privacy Policy, as amended from time to time. You acknowledge that you are familiar with rights established by the Law of Ukraine "On Protection of Personal Data". The Organizer may also provide Your personal information to third parties (including Hyundai) for its own marketing and communication purposes.
- 9.6 **FOR COLOMBIA:** By accepting the Terms of Participation, You agree that the Organizer may process your Personal Data itself within the Red Bull Group, or through outside data processors who will process data on its behalf, provided it shall at all times observe these Terms of Participation and the Privacy Policy the Organizer has in place, and that can be accessed on [https://policies.redbull.com/policies/RedBull.com\\_Columbia/201904230244/es/privacy.html](https://policies.redbull.com/policies/RedBull.com_Columbia/201904230244/es/privacy.html).
- 9.7 **FOR PERU:** 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.
- 9.8 You can contact Organizer with regard to privacy questions as follows: [privacy@redbull.com](mailto:privacy@redbull.com).

## 10. LIABILITY AND WARRANTY

- 10.1 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. Any limitation of liability shall be excluded for fraud, willful misconduct or gross negligence. Your statutory rights are not affected. **FOR THE UNITED KINGDOM:** For the avoidance of doubt, nothing in these terms shall exclude or restrict Organizer's liability for death or personal injury caused by Organizer's negligence or anything else not capable of exclusion by the laws of England and Wales. **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. **FOR AUSTRALIA:** Nothing in this clause excludes the application of the Consumer Guarantees under the Australian Consumer Law, Schedule 2 of the Competition and Consumer Act 2010.
- 10.2 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 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.

- 10.3 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.
- 10.4 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.
- 10.5 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.
- 10.6 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 or forces 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.
- 10.7 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).
- 10.8 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. 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. **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 in accordance with the applicable legislation.
- 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 [outplaythemall@redbullneymarjrsfive.com](mailto:outplaythemall@redbullneymarjrsfive.com).
- 11.5 **FOR CHILE:** These terms and conditions are filed before the Notary of Santiago.

**Updated 25 May 2020**