

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 COMPETITION. RESPECT AND ENSURE THE SAFETY OF YOURSELF AND OTHERS. DO NOT TRESPASS OR HARM ANYONE'S PROPERTY.

By entering and participating in this competition the Participant ("You") agrees to be bound by these Terms of Participation ("Terms") and represent to satisfy all of the eligibility requirements below. This competition 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') 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:

- **Limitation of 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. It also limits and excludes your rights and remedies and place various risks, liabilities, obligations and legal responsibilities on You.
- **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 us.
- **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.

This Competition is designed as a game of skill. It is entirely free of charge and is only subject to the present Terms and to all applicable international, federal, state, provincial, local and regional laws and regulations.

1. THE ORGANIZER

- 1.1 This Competition is run by Red Bull GmbH whose registered office is located at Am Brunnen 1, A-5330 Fuschl am See, Austria, with the support of the Red Bull's cooperation partners, agencies and service providers ("Organizer").
- 1.2 In the event this Competition is run via one or more third party platform(s), the Competition is not linked to the third party platform(s) and is not sponsored, 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. Organizer disclaims any liability should You fail to comply with the third party platform(s) terms and conditions.

2. THE COMPETITION (the "Competition")

- 2.1 This Competition is subject to these Terms and to all applicable laws and regulations.
- 2.2 The title of the Competition is "Neymar Jr - Global Consumer Activation".
- 2.3 This Competition is designed as a game of skill. It is entirely free of charge to enter.
- 2.4 This Competition starts at 12:00:00 am UTC+1, 1 February 2019 and ends on 11:59:59 pm UTC+1, 1 June 2019 (inclusive). All entries must be received by Organizer before the closing date. All entries received after the closing date are automatically disqualified.

2.5 Please note that during the Competition, the Organizer will provide further instructions on the participation procedure on the Website. Entries that will not conform to the announced timelines and such instructions will not be considered and will have no entitlement whatsoever pursuant to these Terms.

3. ELIGIBILITY

3.1 In order to enter this Competition and be eligible to win a prize, You represent and warrant that You satisfy the following eligibility criteria:

3.2 You acknowledge that You are a natural person 18 years of age or older at the time of entry, and, if You are under the age of 18 or a minor, You are participating in this Competition 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 Competition or transmit or otherwise submit Personal Data (all data relating to You, such as Your contact details, Competition responses and photographs) to Organizer. It is voluntary to provide Organizer with Your Personal Data; however, You will not be able to enter the Competition if You do not supply all required Personal Data.

3.3 If You are under the age of majority in Your country of residence, You are participating to the Competition 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.

3.4 You are not allowed to participate if Your residence is outside those displayed on www.redbullneymarjrsteam.com/game ("the Website"). Please note that Organizer is not liable in cases where You are not legally allowed to take part in the Competition due to national or local laws.

3.5 As far as is permitted at law, 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 Competition whatsoever. Organizer is not liable in case a Participant injures him-/herself while performing actions with regard to this Competition.

3.6 Directors, officers and employees of Organizer, its parent, and any of their respective affiliate companies, subsidiaries, agents, any company involved in the development or production of the Competition, professional advisers, third party service providers or advertising and promotional agencies involved with this Competition, 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 prizes in this Competition. 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. The Organizer shall verify these conditions consulting its database at the time of the selection.

3.7 There is no limit to the number of entries which may be submitted; however You are not permitted to win more than one prize in this Competition. You must enter this Competition through the use of one online game account. If it becomes apparent that You have used multiple game accounts to circumvent this rule, all Your entries will be disqualified.

3.8 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; (d) incomplete, or (e) winning entries of any other competition. 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 Competition 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.

- 3.9 Organizer undertakes to use reasonable efforts to maintain adequate hardware and software service for the Competition and 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; prize notification deliveries attempted but not received; any loss suffered by anyone who enters or attempts to enter the Competition, whether the entry is lost, not submitted, wrongly processed or does not win.
- 3.10 If You are disqualified, Organizer is under no obligation to publish this fact. Organizer also undertakes to ensure transparency and to log the selection process appropriately in order for the results to be verified. 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. RULES OF PARTICIPATION

- 4.1 To enter the Competition, You must visit the Website and follow the given instructions step by step, including providing the data that is requested in order to register (e.g. name, age, gender, university, country 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. You will now be registered, and You will be able to enter the competitive phase of the Competition free of charge.
- 4.2 You should play the Neymar Juniors Five game on the Website. You are permitted to play the game as many times as You like. Your device must be compatible with any required system requirements as detailed on the Website. Players will accumulate points by scoring goals to earn wins against other online players. Those with the highest amount of goals (and therefore points) will be eligible for a prize as detailed in clause 7. In the event of a tie-break, a tie-break elimination round of the game will be played. Full terms and conditions and instructions on how to play the game can be found on the Website. Details of the top 10 highest Entrants' scores which are recorded during the game, in addition to Your overall individual global ranking will be displayed on the Website leaderboard.
- 4.3 Only by following the procedure above will You enter the Competition. 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. Competition entries cannot be returned.

5. THE SELECTION PROCESS

- 5.1 Suitably skilled personnel of Organizer, together with a skilled and independent judge (the "Judges") will determine via a leaderboard scoring system the top scoring winners in each of the following markets Brazil, Cyprus, Mauritius, Romania, Singapore, and Slovakia, and the overall top scoring global winner amongst the remaining participating countries. These seven top scoring Entrants will win a prize in accordance with section 7. The decision of the Judges is final and no correspondence or discussion will be entered into.
- 5.2 If You are disqualified, Organizer is under no obligation to publish this fact. Organizer undertakes to ensure transparency and to log the selection process appropriately in order for the results to be verified.

6. NOTIFICATION AND CLAIMING THE PRIZE

- 6.1 The Organizer will announce the prize winners of the Competition via email on June 1, 2019 during the Competition period (the "Announcement Date").

- 6.2 Organizer shall contact the prize winners using the email or social account, which was used for the Competition entry. After the notification via email, the prize winners shall provide their full contact details to Organizer for further communication. Organizer will provide the prize winners with details via email on how to claim the prize and will be given up until 21 days (from when Organizer notified the prize winners that they were successful) to claim the prize. If the prize winners cannot be contacted, is not available, has not claimed or has rejected their prize within 30 days of the Announcement Date, then the prize will be forfeited and the Organizer reserves the right to offer the prize to the next best scoring Entrant. Organizer does not accept any responsibility if a prize winner is not able to take up the prize.
- 6.3 The prize is personal and non-transferable and may not be claimed by a third party on Your behalf.
- 6.4 A list of the prize winners can be viewed on Organizer's website. In the event that You are a prize winner, You agree that Organizer may disclose Your information e.g. game name, first name, last name, nickname, in accordance with the above.
- 6.5 The maximum delivery term shall be no longer than 30 days from the end of the Competition or the date of the prize claim. Any delay in relation to delivery of the prizes shall be communicated to the Prize Winner(s).

7. THE PRIZES

- 7.1 One global prize will be awarded to each top scoring Entrant participating from the following countries: Brazil, Cyprus, Mauritius, Romania, Singapore, and Slovakia and one global prize will be awarded to the overall top scoring Entrant from the remaining countries (excluding Brazil, Cyprus, Mauritius, Romania, Singapore, and Slovakia) ("Global Prize Winners"). The Global Prize Winners will each be awarded one round trip economy flight from each Entrant's place of residence (or a nearby location to be designated by the Organizer) to Brazil, to arrive on the dates set out on the Website to attend the Neymar Jr's Five World Final taking place on the dates set out on the Website and then back to their respective initial location, departing from Brazil on the dates set out on the Website. The timing of the flights lies within the sole responsibility of Organizer and depends upon the home country of the Global Prize Winners. Accommodation (which can include 3 stars or above) for two nights as well as the entry to the Neymar Jr's Five World Final and all transfers in Brazil (to and from the airport and to and from the Neymar Jr's Five World Final) 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 EUR 3,000 EUR (before tax) per person.
- 7.2 In case You are a minor (and require the consent of a Guardian and obtained such consent) and win a prize and if the acceptance/usage of such prize 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 the Participant to claim the prize without the attendance of the Guardian, Organizer will cover the reasonable travel costs of the Guardian. Neither the Participant nor the Guardian has any rights or claims regarding additional expenses in connection with the award of prizes. Each winner and the Guardian, if required, must travel together on the same itinerary.
- 7.3 Any other incidental costs and expenses associated with prize acceptance and use such as security fees, gratuities, luggage fees, snacks, drinks, and incidental charges are the responsibility of the prize winner(s) (and winner's companion). Ground transportation may be provided in lieu of air transportation if the winner resides within a small radius of the destination, and no compensation or substitution will be provided for difference in value. The Organizer does not make any guarantee as to the safety of Brazil or any of the locations to which the Global Winner elects to travel.
- 7.4 Each winner must possess and show valid travel documents, prior to departure (e.g. valid passport or other acceptable government-issued identification), and the reward recipient will be fully liable for this obligation, especially regarding any required travel visa to Brazil (and/or to other countries that might require it in case of connection flights). Travel insurance and spending money are the specific responsibility of the prize winner and companion. Once airline tickets have been issued, no changes by prize winner will be permitted.

Organizer will determine airline, airports, flight itinerary and overnight accommodations in its sole discretion. Travel and accommodation restrictions, conditions, and limitations may apply. Organizer will not replace any lost, mutilated, or stolen tickets or travel vouchers. Prize winner(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.

- 7.5 To the extent permitted by law, Organizer reserves the right to replace any or all prizes with prizes of equal or greater value.
- 7.6 Please note that no travel or other costs will be reimbursed for the participation in the Competition except for those expressly mentioned in these Terms. No cash alternatives will be provided and prizes You are entitled to receive are non-transferable and non-refundable.
- 7.7 The winner shall remain liable for all taxes (including interest and penalties) due and payable to competent tax authorities in respect of any prize monies payable.

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

- 8.1 To the extent permitted by law, and without affecting Your statutory rights, if in Organizer's opinion the Competition is compromised by any event beyond Organizer's control, Organizer reserves the right to modify, terminate, amend or extend the Competition and therefore these Terms, 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 Organizer's website www.redbullneymarjrsfive.com/game regularly for any changes which will apply from the date that they are uploaded.
- 8.2 At any time during the Competition, Organizer reserves the right in its sole discretion to disallow or suspend any game account, or to disqualify and/or remove any Participant if it has reason to believe that (where winning is used as a selection process): (i) You and/or a third party have hacked the gameplay or used cheat programs/bots to alter the winning score in any way, or (ii) You have failed to observe these Terms, are engaged in cheating, or where applicable, for any other kind of illegal or inappropriate behaviour. Organizer's decision in relation to all matters in connection with the Competition is final, and no correspondence will be entered into.
- 8.3 In the event that a winning Participant is disqualified, the prize will be forfeited and awarded to the next top highest scoring Participant.

9. FAIR PLAY

- 9.1 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 Organizer, which You have a limited license to use for the sole purpose of this Competition, 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, inappropriate, 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 Competition 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).

10. GRANT OF RIGHTS

- 10.1 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.

- 10.2 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.
- 10.3 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.
- 10.4 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, and may request the reward recipient to sign additional legal disclaimers and agreements for the use of the Entry Materials. 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.

11. COLLECTION OF INFORMATION AND DATA PRIVACY

- 11.1 **FOR SINGAPORE:** Red Bull collects the Participant's Personal Data for the purposes of administering this promotion and to provide the Participant with information about our products, events and other activities ("Purpose"). where you have consented to receive this information. The Participant's Personal Data will be retained by Red Bull in accordance with the Personal Data Protection Act 2012 ("Privacy Act") and other relevant privacy laws. It is mandatory to provide the requested Personal Data. 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 Data Privacy Policy available at: https://policies.redbull.com/policies/RedBull.com_Singapore/201703300808/en/privacy.html or contact Red Bull's Data Protection Officer via email at privacy@redbull.com.
- 11.2 In the following, the term "Personal Data" describes all data kept in connection with your name.
- 11.3 Organizer may process your Personal Data itself, within the Red Bull Group or through outside data processors who will process data on its behalf in accordance with all relevant data protection regulations.

- 11.4 Organizer will, as a general policy, not transmit Personal Data to third parties without your explicit consent. Personal Data will not be sold, leased or traded. However, in cases in which Organizer is required to transmit Personal Data to an outside data processor in connection with the Promotion, Organizer will only transmit as much Personal Data as is necessary in order to fulfil its tasks set out under these Terms. In such cases, Organizer will require and make sure that our partners treat all Personal Data in a confidential manner and according to all relevant data protection regulations as well as to delete such Personal Data immediately as soon as their specific tasks have been fulfilled in connection with the Promotion. Please note that Organizer does not have complete control over the compliance with this obligation and that Red Bull cannot be held responsible for possible infringements by its partners to the extent that it is legally permissible.
- 11.5 Since Organizer operates globally, this may mean Organizer could transfer your personal information to other countries, including countries outside the European Economic Area in accordance with all relevant data protection regulations.
- 11.6 Personal Data will only be used for purposes in connection with this Promotion and will only be retained by Organizer, its affiliated companies and its mandated data processors for as long as is necessary to fulfil the original or directly related purpose for which it was collected in connection with the Promotion. This might include a period of time after the conclusion of the Promotion in order to distribute prizes or to fulfil tax related or any other legal queries.
- 11.7 Organizer and its mandated data processors shall process your Personal Data securely and take appropriate security measures to protect the Personal Data.
- 11.8 Red Bull does not knowingly collect information from persons below the age of 16.
- 11.9 Winners may be requested to take part in promotional activity and Organizer reserves the right to use the names and addresses of winners, their photographs and audio and/or visual recordings of them in any publicity. Winners may be required to take part in further reasonable promotional activities.
- 11.10 The entered Personal Data shall always be accurate. You should keep your data up to date in order for Organizer to notify you in case they you won a prize. Organizer will ensure that your personal data is not used if we know that it is not accurate.
- 11.11 Organizer and its contractors may contact you via email, phone or otherwise in relation to the Promotion.
- 11.12 At any time, you have the opportunity to require the amendment and/or the deletion, entirely or partly, of such Personal Data. In such a case, Organizer will ensure the deletion of such data as soon as feasible.
- 11.13 At any time, you also have the right to request information about the Personal Data we are keeping.
- 11.14 You can contact Organizer with regard to privacy questions as follows: info@neymarjr5.com.

12. LIABILITY AND WARRANTY

- 12.1 Insofar as is permitted by law, Organizer, its employees, agents or distributors will not in any circumstances be responsible or liable to compensate the prize winner or accept any liability for any loss, damage, personal injury or death occurring as a result of participation in the Competition, as well as taking up the prize. Any limitation of liability shall be excluded for fraud, willful misconduct or gross negligence. Your statutory rights are not affected.
- 12.2 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 Competition unless such

loss arises from the Red Bull Group's failure to respect its contractual and legal obligations, in which case Organizer still limits its liability for the abovementioned situations to the extent allowed by applicable law.

- 12.3 As far as is permitted at law, 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; prize notification deliveries attempted but not received; any loss suffered by anyone who enters or attempts to enter and/or participate in the Competition, whether the entry is lost, not submitted, wrongly processed or does not win.
- 12.4 There is no legal right to participate in this Competition. Organizer is not responsible a Participant is unable to participate in the Competition for any reason.
- 12.5 As far as is permitted at law, the Organizer is not liable a Participant injures him/herself while performing actions with regard to this Competition. 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 Competition 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 Competition for any reason.
- 12.6 In no event shall 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.
- 12.7 To the fullest extent permissible by law, no conditions, warranties or other terms apply to the Competition 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).
- 12.8 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 the responsibility of the Participant.

13. GENERAL

- 13.1 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.
- 13.2 These Terms shall be governed by Austrian Law, and the parties submit to the non-exclusive jurisdiction of the courts of Vienna.
- 13.3 **FOR CHILE:** these terms and conditions are filed before the Notary of Santiago.
- 13.4 The latest version of the Terms will be available on Organizer's website.
- 13.5 For general questions arising out of these Terms and/or related to this Competition, please contact info@neymarjr5.com.

Last updated January 2019