

## **TERMS OF PARTICIPATION**

### **PROJECT RED BULL NEYMAR JR'S FIVE 2018/2019**

Neymar Jr's Five (the "Tournaments") is run by Red Bull GmbH whose registered office is located at Am Brunnen 1, 5330 Fuschl am See, Austria, its local entity or its partners ("Organizer").

The Tournament is designed as a game of skill. There is no purchase necessary and it is governed by the present Terms of Participation ("Terms") and certain mandatory applicable international, federal, state, provincial, local and regional laws and regulations, as the case may be.

The Tournament is a football event split into two parts: the first one are the National Qualifiers. The winning team of each country/National Qualifier will qualify for the second part, and compete against each other at the World Final on July 21th 2018 at the Instituto Neymar Jr in Praia Grande, Brazil. For general questions arising out of these Terms and/or related to this Tournament, please contact [info@neymarjrsv.com](mailto:info@neymarjrsv.com).

By accepting these Terms you agree to be bound by these Terms and the [Rulebook](#) and represent that you satisfy all of the eligibility requirements below.

#### **1. ELIGIBILITY**

1.1. In order to enter the Tournament and be eligible to win a prize, you represent and warrant that you ("Participant" or "you") satisfy the following eligibility criteria:

- The Participant acknowledges to be a natural person 16 years of age or older at the time of the Tournament and not born before the 01.08.1993, and, if the Participant is under the age of 18 or the age of majority, the Participant is participating in this Promotion under the active supervision of a parent or legal guardian, ("Guardian") who has read and agreed to these Terms on the Participant's behalf. Persons under the age of 16 years of age are not allowed to participate in this Tournament or transmit or otherwise submit Personal Data (all data relating to the Participant, such as contact details, Promotion responses and photographs) to the Organizer.
- You can only enter the Promotion as a team consisting of a minimum 5 (five) and a maximum of 7 (seven) team members of which two players can be older than 25.
- The Promotion is only open to residents of the countries set out in the selection process. Please note that the Organizer is not liable in case Participants are not legally allowed to take part in the Tournament due to national or local laws.
- Please note that the official language of the Tournament will be English and that all interactions with the Organizer, including these Terms, the registration, and further instructions in the course of the Tournament, will generally be in English language.
- The Participants will require (and be responsible for the cost of obtaining) a valid passport and/or valid travel documents with at least 6 months remaining validity as of July 7th 2019 as well as any visas required to enter Brazil, where the finals will be held. The Organizer undertakes to support visa applications with reasonable efforts (e.g. letters of invitations).

- 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 Tournament, professional advisors, third party service providers or advertising and promotional agencies involved with the Tournament, 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 the Tournament.
- 1.2. Only one entry per person is allowed. Further, only natural persons and non-entrepreneurs are allowed to participate.
- 1.3. The Organizer reserves the right to verify the email address provided to the Organizer by the Participant and 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 e-mail address or incorrect data regarding the age or residence of the Participant will be deemed ineligible.
- 1.4. Prior to being eligible to participate in a National Qualifier, each Participant must completely and accurately fill out and submit to the tournament staff located at the on-site check-in of the applicable National Qualifier a Participant Disclaimer: In case of failing to submit the Participant Disclaimer, the Participant will not be allowed to participate. Further, if you are between the ages of sixteen (16) and the age of majority in your jurisdiction of residence, then your Guardian must complete the Participant Disclaimer on your behalf as described above.
- 1.5. The Tournament will be run at the Organizer's sole discretion. the Organizer's decision in relation to all matters in connection with the Tournament is final, and no correspondence will be entered into.

## **2. TOURNAMENT PERIOD**

- 2.1. The online registration phase starts on 1st October 2018, at 00:01 a.m. CEST on [www.neymarjr5.com](http://www.neymarjr5.com) the National Qualifiers are running from 1st October 2018 to 30th June 2019. The online registration phase may differ between the countries, however the respective information will be available on [www.redbullneymarjr5.com](http://www.redbullneymarjr5.com)
- 2.2. Entries received by the Organizer outside the registration phase of the Tournament Period will not be considered and will have no entitlement whatsoever pursuant to these Terms.
- 2.3. The Global Final will take place in July 2019 at the Instituto Neymar Jr in Praia Grande, Brazil.

## **3. RULES OF THE GAME**

See Neymar Jr's Five [Rules of the Game](#)

## **4. THE SELECTION PROCESS**

- 4.1. The number of teams/Participants who are able to compete at the National Qualifiers is up to the countries and locations. Eligible entries will be selected on a first come first serve basis. National qualifications will take place in the following countries:

Albania  
Algeria  
Angola

Australia  
Azerbaijan  
Belgium  
Brazil  
Canada  
Chile  
Cyprus  
Egypt  
France  
Georgia  
Hong Kong  
Hungary  
India  
Italy  
Jamaica  
Japan  
Jordan  
Kazakhstan  
Kenya  
Luxembourg  
Mauritius  
Mexico  
Namibia  
Nigeria  
Pakistan  
Moldavia  
Poland  
Portugal  
Qatar  
Romania  
Singapore  
Slovakia  
Tunisia  
UAE  
UK  
Ukraine  
USA

- 4.2. The winning team of each country will travel to the World Final in Brazil.
- 4.3. The registration part of the Tournaments will start on October 1st, 2018. The Finalists travelling to the World Final will be decided by June 30<sup>th</sup>, 2019. They will be notified by e-mail or telephone and their full name and/or Facebook name will be published on the Website.
- 4.4. 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.
- 4.5. If you are disqualified, the Organizer is under no obligation to publish this fact.
- 4.6. The contact details you provide with your Tournament entry will be used to notify you of any prizes; please make sure they are correct.

## 5. THE PRIZES

- 5.1. Each Finalist will be awarded one qualification prize consisting of a two way transportation (to be determined by the Organizer based on the distance) from each Finalist's place of residence (or from a nearby location to be designated by the Organizer) to the World Final, taking place in July 2018 (Date TBC) at Instituto Neymar Jr in Praia Grande, Brazil and his/her accommodation (including food and beverages) during the World Final. The accommodation will be at the sole determination of the Organizer and can include starred hotels or hostels. The total value of the Qualification Prize will depend on the place of residence of each Finalist and on the costs at the moment of booking.
- 5.2. The winning team of the World Final (the "World Champions") will be awarded one Global Prize consisting of a 3 day trip to Paris organized by the Organizer with two way transportation (to be determined by the Organizer based on the distance) from each Finalist's place of residence (or from a nearby location to be designated by the Organizer) at dates to be agreed between the World Champions and the Organizer. This also includes accommodation and food during the stay. The accommodation and the exact duration of the stay will be at the sole determination of the Organizer. The total value of the Global Prize will depend on the place of residence of the World Champions and on the costs at the moment of booking. The photographs and/or video clips from the trip will be published by the Organizer and/or its subsidiaries online and/or in other media. The World Champions will be required to enter a separate license agreement with the Organizer or one of its subsidiaries for this photo/video shoot.
- 5.3. In case a minor Participant wins a prize and if the acceptance/usage of such prize requires the approval of a Guardian (for instance travels, the participation in a sport related activity or any prize that involves a contractual relationship with the Participant), the Organizer is entitled to substitute such prize with another prize or to determine an alternate winner, in case no such approval is given. If the Guardian consents, but the acceptance/usage of the prize entails own costs with regard to the Guardian (e.g. traveling expenses for accompanying the minor Participant), the Organizer is also entitled to substitute the original prize with another prize or to determine an alternate winner. Neither Participant nor the Guardian has any rights or claims regarding additional expenses in connection with the award of prizes.
- 5.4. All travel arrangements must be made through the Organizer's agent. The Organizer is not liable for any additional costs and expenses associated with prize acceptance and use not specifically provided herein (such as security fees, gratuities, luggage fees, snacks and drinks during travels, and transportation, and incidental charges) Travel insurance and spending money are the specific responsibility of the Participant. Once airline tickets have been ticketed, no changes by Participants will be permitted. The Organizer will determine airline, airports, flight itinerary, meal date/time and food and drink selection, 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.
- 5.5. The Organizer reserves the right to replace any or all prizes with prizes of a similar value.
- 5.6. To the extent permitted by applicable local law, all prizes 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). COUNTRY, STATE, LOCAL TAXES, INCLUDING VAT TAXES WHICH ARE AS-

SOCIATED WITH THE RECEIPT OR USE OF ANY PRIZES ARE THE SOLE RESPONSIBILITY OF THE WINNER.

- 5.7. No cash alternatives will be provided and prizes are non-transferable and non-refundable.
- 5.8. In case a Finalist does not claim his/her Qualification Prize by June 16<sup>th</sup> (Date TBC) 2019, he/she will have forfeited the prize and the Organizer reserves the right to determine an alternate winner based on the next highest score, excluding Finalists from countries where there already is a Finalist with a higher score.

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

- 6.1. To the extent permitted by law, and without affecting the statutory rights, if in the Organizer's opinion the Tournament is compromised by any event beyond the Organizer's control, the Organizer reserves the right to modify, terminate, amend or extend the Tournament 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 on the Tournament website [LINK].
- 6.2. At any time during the Tournament, the Organizer reserves the right in its sole discretion to disqualify and remove any Participants for any failure to observe these Terms (including but not limited to, because the Organizer believes the Entrant engaged in cheating and in general for violations of the provisions set out in these Terms) or where applicable any other kind of illegal or inappropriate behavior. In the event that a winning Participant is disqualified, the prize will be forfeited and/or may be awarded to an alternate winner.

## **7. FAIR PLAY**

- 7.1. You hereby confirm that the personal data you enter in connection with the Tournament is accurate and up to date. When you enter personal data of your team members, you thereby confirm that you have previously obtained their consent and that this consent has not been withdrawn.
- 7.2. You hereby warrant and represent that you personally performed and otherwise participated in the Tournament to meet the eligibility criteria set in these Terms associated with your entry or by your own creation of other materials such as user generated content as specified in these Terms and that you have not used any prohibited aids, such as automatic robots, scripts, services or other forms of manipulation. By entering this Tournament, all Participants warrant and represent that their entries are their own fully original creations, and their respective entries will not infringe or violate the rights of any third parties, including but not limited to copyrights, trademarks and/or rights of publicity/privacy.
- 7.3. You confirm and are responsible that your entry does not:
  - contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights;
  - contain brand names or trademarks, other than (i) those of the Organizer, which you have a limited license to use for the sole purpose of creating and uploading your entry, and/or (ii) those that you own, which you agree to license to the Organizer on a royalty-free, irrevocable, perpetual, non-exclusive basis, or have license to use and sub-license to the Organizer on a royalty-free, irrevocable, perpetual, non-exclusive basis in connection with the entry;
  - contain copyrighted material not created by you, other than material that you have necessary rights, consents and permissions to use and sub-license to the Organizer on a royalty free, irrevocable, perpetual, nonexclusive basis in connection with the entry;

- contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous;
  - contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where the entry is created.
- 7.4. In case of an infringement of this Section 7, you shall defend and indemnify the Organizer against, claims of infringement based on intellectual property rights.

## **8. GRANT OF RIGHTS**

- 8.1. The Organizer or third parties as it may authorize from time to time will be entitled to capture and use audio recordings, video recordings and photographs (“Material”), from the Tournament and to use your name, image, voice, appearance, performance and biographical Material for any purpose (be it commercial, promotional or otherwise) in all media, forever.
- 8.2. The Organizer will be enabled to use, broadcast, screen, display, reproduce and/or make available to the public the Material in any and all media, including but not limited to radio, television, cinemas, events, data carriers and the worldwide web. The Organizer will be entitled to make any alterations, intermissions, cuts or other modifications in and to the Material and to use such altered Material without restrictions. Furthermore, the Organizer is allowed to transfer the granted rights to any third party. You are aware of the fact that you won’t have the right to approve any of the Material. You understand that you might not be named as a Participant in the Tournament and do not expect to gain financially from your appearance in any Tournament-related Material.
- 8.3. If not stated otherwise the Organizer allows you to use your own camera at the Tournament in order to record moving images and/or a series of still images/ shoot content (“Participant Content”). The use of such Participant Content is limited to private purposes meaning on your own website and your social media channels. You understand that the Organizer holds the intellectual property and media rights in the Tournament and upon request you will provide the Organizer access to the Participant Content. Any commercial use either by myself or third parties is subject to the Organizer’s prior consent.
- 8.4. The Participant hereby assigns and grants to the the Organizer including its parents, subsidiaries, affiliates and cooperation partners any and all rights, title and interest in and to all entries and materials submitted to the Organizer in connection with any Tournament, including your voice, image, photograph, statements, biographical information, performances, name and likeness and including any user generated content (collectively, “Entry Materials”) under current and future law to the broadest extent possible according to applicable law. To the extent that rights are not assignable, the Entrant hereby grants to the the Organizer the irrevocable, worldwide, perpetual, exclusive, transferable and unlimited rights (unlimited in terms of territory, time or purpose) to exploit, copy, distribute, transmit, publish, perform, display, make derivative works from, exploit, and otherwise use the Entry Materials in any known or yet unknown kind of use. This includes in particular but is without any payment or notice to the Entrant. If a court or any other authority finds that the exclusive grant above is not fully effective for any reason, the Entrant hereby grants to the Sponsor the irrevocable, worldwide, perpetual, non-exclusive, transferable and unlimited rights (unlimited in terms of territory, time or purpose) to copy, distribute, transmit, publish, perform, display, make derivative works from, exploit,

and otherwise use the Entry Materials in any known or yet unknown kind of use without any payment or notice to the Entrant. Whenever allowed by applicable laws, entrant waives any and all moral rights (sometimes referred to as “droit moral” or similar terms) in the Entry Materials in favor of Sponsor. The conveyances and licenses in this section include in particular but are not limited to the following rights: the broadcasting right, the right of making available to the public (download/on-demand-rights), the film theatre right (cinematic/exhibition right), the video rights, the right of distribution and copying, the right of alteration and dubbing, the right of promotion, the merchandising right, the publishing right and the stage drama, radio drama and audio/talking book rights. Furthermore, the Sponsor acquires the right to make any alterations, intermissions, deletions, cuts or other modifications in and to the Entry Materials and the exclusive right to exploit such altered version in any matter. The Sponsor and its parents, subsidiaries, affiliates and cooperation partners shall be enabled to exploit the Entry Materials without any limitations and regardless of the medium via which the exploitation takes place. The Organizer is however not obliged to make use of these rights.

- 8.5. The Organizer is further irrevocably entitled to assign the rights entirely or in part to any third parties and to grant any sublicenses respectively rights of exploitation and/or exploitation permissions or to exercise the rights in its own name or through third parties.
- 8.6. The sole consideration for this comprehensive assignment and grant of rights shall be to get the chance to win a prize in the Tournament.
- 8.7. The Organizer including its affiliated companies and partners may be required to request you to enter into a separate license agreement permitting the Organizer to use entries and materials created by Participant and submitted to the Organizer for reasonable promotional, administrative or other purposes beyond the reasonable expectation of the Participant.
- 8.8. Winners may be requested to take part in promotional activity and the Organizer reserves the right to use the names and addresses of winners, their photographs and audio and/or visual recordings of them in any promotional material.

## **9. COLLECTION OF INFORMATION & DATA PROTECTION**

Information about how the Organizer may collect, process and store Your personal data for the Tournament and otherwise, can be found within our [Privacy Policy](#).

## **10. LIABILITY AND WARRANTY**

- 10.1. The Participant confirms to be in an appropriate physical and mental condition and possess any required skills to participate in the Tournament. The Participant is nevertheless aware, that the participation involves a certain degree of risk. Therefore, the Participant confirms that neither the Organizer of the Tournament nor any of its related companies are to blame in any way if the Participant gets injured. The Participant is in possession of a valid personal liability insurance and personal accident insurance that cover his/her participation.
- 10.2. If the Participant causes damage to anyone else or their property, the Participant accepts the responsibility and will make sure that the Organizer will not incur any damage in this regard.
- 10.3. The Participant agrees to comply with the Organizer’s rules of competition and safety and follows any instructions. The Participant has to check the equipment

which shall be in good working order, properly maintained and suitable for the Tournaments and is aware that the Participant will only be allowed to take part after a positive on-site inspection and/or safety check. The participation may at any time be refused by the Organizer.

- 10.4. The Organizer undertakes to use reasonable efforts to maintain adequate hardware and software service for the Tournament Website 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 and/or participate in the Tournament, whether the entry is lost, not submitted, wrongly processed or does not win.
- 10.5. The Organizer also undertakes to ensure transparency with regard to a fair competition and will endeavor to ensure the safety and undisturbed execution of the Tournament with its service providers.
- 10.6. 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 Tournament whatsoever. The Organizer is not liable in case a Participant injures him-/herself while performing actions with regard to this Tournament. You represent that you do not have any condition that would prevent you from safely participating in the Tournament 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 Tournament for any reason.
- 10.7. The Organizer is only liable in accordance with statutory law for damages arising as result of an injury to life and/or health (a.) in case of intent, (b.) in case of gross negligence if the Entrant is a consumer according to applicable consumer protection law. Without limiting the aforementioned, the Organizer is only liable for slight negligence in cases of a breach of a material contractual obligation hereunder. In such cases, the liability will be limited to the typical and foreseeable damages; in other cases the Organizer shall not be liable for slight negligence.

[FOR UNITED KINGDOM only the following wording of clause 10.7. applies: the Organizer excludes its liability for death or personal injury except when caused by Organizer's negligence.]

- 10.8. Insofar as is permitted by law, the Organizer 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 Tournament.
- 10.9. In no event shall the Organizer 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, 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.
- 10.10. To the fullest extent permissible by law, no conditions, warranties or other terms apply to the Tournament.

## 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 Austrian Law, and the parties submit to the non-exclusive jurisdiction of the courts of Salzburg.
- 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 [info@neymarjr5.com](mailto:info@neymarjr5.com)

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