

## TERMS OF PARTICIPATION

By entering and participating in this promotion as outlined hereunder (the "**Promotion**"), you ("**You**") agree to be bound by these Terms of Participation (the "**Terms**") consisting of (i) the Details of the Promotion, (ii) the General Terms and any other applicable policies and terms (e.g., house rules, third-party platform terms, rulebooks). You represent that You satisfy all of the eligibility requirements. This Promotion is subject to the Terms and to all applicable laws, rules and regulations.

If You have any questions or complaints about the Terms of this Promotion, please contact {+968 77146641}. In case of complaints, the Organizer may contact You under your indicated contact details.

### FOR SOUTH AFRICA PREAMBLE

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 3.1 of the Details of the Promotion and, 3.2, 3.11, 5.1, 7, 9.3, 9.5 and 11 of the General Terms are important because they limit and exclude obligations, liabilities and legal responsibilities which the Organizer may otherwise have towards You. They also limit and exclude your rights and remedies and place various risks, liabilities, obligations and legal responsibilities on You.
- b. **Assumption of risk:** Clauses 3.1 of the Details of the Promotion and 3.2, 3.11, 5.1, 7, 9.3, 9.5 and 11 of the General Terms are important because they contain assumptions of risk by You and may limit your rights and remedies against the Organizer that You may otherwise have had in law.
- c. **Acknowledgment of fact:** Clauses 3.1 of the Details of the Promotion and 8.2, 8.3, 9.3, 9.4 and 11 of the General Terms are important because they each contain an acknowledgement of fact by You. You must read each paragraph carefully to ensure that the facts acknowledged by You are true and correct.
- d. **Indemnity:** Clause 11 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 may entitle the Organizer to claim payment from You of the amount(s) of these aforesaid claims.

**In addition to the eligibility requirements set out in clause 3 (Eligibility), the following requirement applies:**

No person shall be eligible to enter the Promotion or receive any rewards in relation to the Promotion if they have received a reward in any promotional competition of the Organizer within a period of 36 (thirty-six) months preceding the commencement of this Promotion (as set out in clause 1.2 of the Details of the Promotion).

## DETAILS OF THE PROMOTION

### 1. THE PROMOTION

- 1.1 The title of the promotion is "Red Bull Wings Cup 2026 – National Phases" (the "**Promotion**"). The Promotion consists of two separate leagues, the "Open League" and the "University League", which are organized and managed in parallel. The winners of each league will form a team to represent their country of residence in the Red Bull Wings Cup World Final, which is expected to take place in Miami, United States of America (the "**World Final**"). Both leagues will be played exclusively on PlayStation 5.

Both the Open League and the University League will consist of national qualifiers (the "**National Qualifiers**") and a national final (the "**National Final**") further described in these Terms.

Please note that the Open League and the University League have different eligibility criteria, registration methods, rules and competition formats. Please make sure that You choose a league in which You meet the eligibility criteria. University students who have enrolled in the Open League but would still like to take part in the University League will be welcome to join. However, if You qualify for the National Final in both leagues, You must choose one league in which to compete. You cannot compete in both National Finals.

1.2 This Promotion starts on [DATE], at [TIME] Oman Standard Time (UTC+4) and ends on [DATE], at [TIME] Oman Standard Time (UTC+4) (inclusive).

1.3 THE PROMOTION IS A GAME OF SKILL. NO ELEMENT OF CHANCE WILL DETERMINE THE REWARD RECIPIENTS.

1.4 More information is available on the Promotion's website {} (the "**Website**").

## 2. THE ORGANIZER

This Promotion is run by {Nova Technologies and investments L.L.C} whose registered office is located at {}, (the "**Organizer**" or "**Red Bull**"), with remote support from Red Bull GmbH, whose registered office is located at Am Brunnen 1, 5330 Fuschl am See, Austria and Red Bull's cooperation partners, agencies and service providers.

The Promotion is organized in cooperation with **Sony Interactive Entertainment LLC** (2207 Bridgepointe Parkway, Foster City, CA 94404, United States of America) and **FACE IT Limited** (25th floor Millbank Tower, 21 – 24 Millbank, London, SW1P 4QP, United Kingdom) (the "**Gaming Partners**"), which operate the gaming platforms on which the online phases of the Open League (ending with the qualification to the National Final) are taking place. The Organizer is not responsible for: (i) the operation, availability or security of the Gaming Partners' platforms; (ii) technical faults, bugs or outages of the game or platform; or any suspension, termination or restriction of a participant's game account due to breach of the Gaming Partners' terms and conditions.

## 3. ELIGIBILITY

In order to enter this Promotion and be eligible to receive a reward, You must satisfy the following eligibility criteria:

3.1 You must be a natural person of 18 years of age or older at the time of entry. If You are 18 years of age or older at the time of entry but under the age of majority in your country of residence, You are only entitled to participate 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.

3.2 The Promotion is open only to residents of **Sultanate of Oman**. If You are a resident of **Sultanate of Oman**, You may only participate in the Promotion in **Sultanate of Oman** and are not permitted to compete in any other country participating in the Red Bull Wings Cup 2026.

3.3 **University League only:** You must be enrolled as a student at a university for the entire duration of the Promotion in order to participate. The Organizer reserves the right to request valid proof of such university enrollment from You at any time during the Promotion and, in any event, upon your selection to participate in the National Final.

3.4 **Open League only:** In order to participate, You must have access to a PlayStation 5 console, EA SPORTS FC 27, a valid EA account, a valid PlayStation Network account, including, where required, a PlayStation Plus subscription, a Discord account and access to the third-party platforms designated by the Organizer for tournament participation and bracket management

- 3.5 **For the University League** You will have to provide the following information: first name, last name, confirmation of being over 18, e-mail address, [mobile phone number] , confirmation of your university name and enrolment and confirmation that You have a valid passport at the time of registration and fulfil the requirements stated in clause 3.7. You may be required to provide your Student ID card to prove that You meet the eligibility criteria established in clause 3.3.
- 3.6 **For the Open League**, depending on how far You progress in the Promotion, You may have to provide the following information: first name, last name, date of birth, e-mail address, [mobile phone number] and confirmation that You have a valid passport at the time of registration and fulfil the requirements stated in clause 3.7.
- 3.7 You must have at the time of registration, and are responsible for the cost of obtaining, a valid passport and any other required travel documents, with at least 6 months' validity considering that the World Final is expected to take place in January 2027. You must also be able to obtain any visas, permits or other permissions required in your particular case for travel to the United States of America, where the World Final is expected to be held. Please note that neither the Organizer nor the organizer of the World Final shall be liable if You qualify for the World Final but are unable to participate because You cannot enter the country in which the World Final takes place (including, without limitation, due to visa, immigration, health or other entry restrictions).
- 3.8 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.

#### 4. RULES OF PARTICIPATION, SELECTION PROCESS AND REWARDS

##### Registration

Please **read** the specific **sections applicable to your league** (e.g. "Open League Specifics")

##### Open League Specifics

- 4.1 In order to successfully enter the Promotion, You must register for the "Red Bull Wings Cup 2026 – Open League" through the official registration website designated by the Organizer. You must provide all required information accurately and complete all registration steps before the applicable registration deadline

Following successful registration and confirmation of eligibility, eligible participants will receive further instructions from the Organizer regarding participation in the National Qualifiers, including access to the official tournament Discord server and the applicable tournament brackets managed through Challonge. Participants must follow all instructions provided by the Organizer and comply with all applicable tournament rules and the terms and conditions of any third-party platforms used in connection with the Promotion.

- 4.2 The closing date for registration is: {[, { } UTC+1 (inclusive)]}. Entries after this date will not be technically possible and, even if technically possible due to unforeseen technical defects, will not be considered.

##### University League Specifics

- 4.3 In order to successfully enter the Promotion, You must visit the Website and follow the instructions provided step by step. You will be required to provide the requested information and create a Red Bull account, which enables the Organizer to administer the Promotion more efficiently from a logistical perspective. You may delete the Red Bull account created for this purpose at your sole discretion upon completion of your participation in the Promotion.

- 4.4 You may also visit an on-site University League event and register with the collaboration of the Organizer's personnel present on-site. The process will essentially be the same as the one described in clause 4.3.
- 4.5 The closing date for registration is: {}[, {} UTC+1 (inclusive)]. Entries after this date will not be considered.

## **National Qualifiers**

Please **read the specific sections applicable to your league and the "Common Rules"**

### Open League Specifics

- 4.6 The National Qualifiers of the Open League are composed of the "Open Qualifiers" and the "Closed Qualifiers".
- 4.7 All matches will be played in EA Sports FC 27 Ultimate Team 11v11. In case of a tie at the end of regular time, the match will be decided by extra time (without golden goal) and, if necessary, a penalty shootout, using the standard settings of the game mode.
- 4.8 Please make sure to follow all the rules and regulations from the Gaming Partners and address any eventual issues directly with them. As mentioned in clause 2, the Organizer is not operating the gaming platforms, therefore please promptly address any issues related to the gaming platform with the Gaming Partners.
- 4.9 Once You have registered in accordance with clause 4.1, You will have access to the Open Qualifiers. Please follow all in-game instructions and compete in your assigned bracket in order to qualify for the Closed Qualifiers by winning the bracket in which You are participating. Winning the bracket will essentially mean winning all the matches in that bracket. If You lose in a bracket, You can register for another one and try again, as long as this is still within the time period set out in clause 4.2.
- 4.10 In addition to the reward granted to the winner of each bracket for access to the Closed Qualifiers, the following rewards will be granted:
- 1.050 FC Points to the bracket winner, to be delivered immediately following the end of the bracket.
  - 500 FC Points to the player finishing second in the bracket, to be delivered immediately following the end of the bracket.
  - 100 FC Points to each of the players finishing third and fourth in the bracket, to be delivered immediately following the end of the bracket.
  - A one-time credit of 100 FC Points to each player upon winning their first match. Delivery of this credit is subject to final technical arrangements and is currently envisaged to occur in weekly batches.
- 4.11 Upon earning access to the Closed Qualifiers, You will receive an on-console notification which will include a QR code that will allow You to register for the Closed Qualifiers of the Red Bull Wings Cup hosted on the FACE IT platform. Please use such QR code to access the said platform, find the tournament and register for it. Once registered, You will have access to the Closed Qualifiers. The Closed Qualifiers will consist of a single elimination bracket (BO1), which will mean that You will advance until You lose a match. The Closed Qualifiers will be played until only 8 players remain (the "Top 8").
- 4.12 The closing date for registration to the Closed Qualifiers is: {}[, {} UTC+1 (inclusive)]. Entries after this date will not be technically possible and, even if technically possible due to unforeseen technical defects, will not be considered.

### University League Specifics

- 4.13 Upon completing your registration, You will receive an email confirming your registration and providing details of your upcoming match, as well as further instructions to guide You through the next steps. You will receive a further email providing You with a redeemable code to obtain an in-game welcome gift.
- 4.14 Please make sure that You arrive at the location communicated in the email with sufficient time in advance to take part in the match slot assigned to You.
- 4.15 At the event location You will find screens displaying the scheduled matches. Please look for your match and follow the instructions provided there. If You have any doubts, please approach the Organizer's personnel on-site.
- 4.16 Once You are formally called to action on the screen, please proceed to the station assigned to your match, meet your opponent and start playing an EA SPORTS FC 27 match in Rush Mode 5v5. If the match is tied at the end of regular time, a golden goal period of two minutes and twenty seconds (2:20) will begin immediately. The first team to score during this golden goal period will win the match. If no goal is scored during the golden goal period and the tie persists, the winner will be determined by a penalty shootout.
- 4.17 Upon completion of the match, the Organizer's personnel present on-site will take a screenshot of the result and the match statistics. If You notice that any part of the screenshot is not clearly readable and could potentially cause an error in the processing of the match data, please make sure to communicate this promptly.
- 4.18 The results and statistics from the matches will be entered into a leaderboard that will include all statistics made available by EA SPORTS FC 27 (the "**UL Leaderboard**"). The UL Leaderboard will include all participants in the University League for each participating country. For more information on how the UL Leaderboard is compiled, please visit the UL Leaderboard section on the Website. The UL Leaderboard will be accessible on the Website and at University League on-site locations.
- 4.19 Please note that **only players who have played at least two matches will appear on the UL Leaderboard**. If You wish to play additional matches, please approach the Organizer's personnel on-site, who will arrange your registration for an additional match. You must then follow again the process established in clauses 4.15 to 4.18 in order to play. The results of any additional matches will be added to your existing statistics on the UL Leaderboard. Playing more matches may improve or worsen your statistics depending on the success of your performances.
- 4.20 While there is no limit to the number of matches a participant may play, please understand that the Organizer's personnel may not be able to accommodate all of your requests due to capacity constraints. The Organizer shall not be held responsible if, due to such capacity constraints, You are not able to play as many matches as You would have liked and/or are unable to reach a minimum of two matches played. Please note that any disrespectful and/or aggressive behavior towards the Organizer's personnel, or towards any participant or attendee, will result in your immediate disqualification from the Promotion.
- 4.21 The closing date for participation in the University League National Qualifiers is: 00/00/2024 [00:00 UTC+1 (inclusive)]. From that time onwards, no further matches will be played and the UL Leaderboard will be officially closed.

### Common Rules

- 4.22 As indicated in clause 1.1, if You are a university student and register for both the Open League and the University League, your results in each league will be considered independently for the purposes

of the Promotion. However, if You qualify for the National Final in both leagues, You will be required to select one league in which to compete, and your qualification in the other league will be forfeited.

- 4.23 The **Top 8 in the Open League** and the top 8 participants in the UL Leaderboard will be the reward recipients (the “**National Finalists**”).
- 4.24 The reward for the National Qualifiers is proceeding to the National Final.
- 4.25 The reward recipients will be announced on the Website by the Organizer on {}. On parallel notification, the reward recipients will be provided with details on how and when to claim the reward. If a reward recipient cannot be contacted or is not available or has not claimed his/her reward within the period set forth, the Organizer reserves the right to offer the reward within 7 days after the expiration of the aforementioned period to the next eligible participant, selected in accordance with the selection process.

## **National Final**

### **Common Rules for both leagues with slight differences expressly mentioned**

- 4.26 The National Final will take place on a date and at a location that the Organizer will communicate to the National Finalists after their selection. In such communication, the Organizer will also include all the necessary details for proceeding with the formal registration for the National Final. For the avoidance of doubt, each National Finalist must attend the National Final in person. Any National Finalist who is not physically present at the designated location on the date and time notified by the Organizer will be disqualified.
- 4.27 The closing date for registration is: {}, {} UTC+1 (inclusive)]. Entries after this date will not be considered.
- 4.28 The National Finalists from the Open League will compete in a single-elimination knockout phase. Each matchup will be decided by a single game played in Ultimate Team 11v11 mode. In case of a tie at the end of regular time, the match will be decided by extra time (without golden goal) and, if necessary, a penalty shootout, using the standard settings of the game mode.
- 4.29 The National Finalists from the University League will compete in a single-elimination knockout phase. The draws for this phase shall be made based on the applicable UL Leaderboard, with the top-ranked player facing the lowest-ranked qualified player, the second-ranked player facing the second-lowest-ranked qualified player and the remaining players paired in the same manner according to their positions on the UL Leaderboard. Each matchup shall consist of a single game played in Rush Mode 5v5. If the match is tied at the end of regular time, a golden goal period of two minutes and twenty seconds (2:20) shall immediately commence. The first team to score during this golden goal period shall win the match. If no goal is scored during the golden goal period and the tie persists, the winner shall be determined by a penalty shootout.
- 4.30 The winners (1 for each league) of the knockout phases of the Open League and the University League will be the national champions of the respective leagues and the reward recipients.
- 4.31 The rewards for the Promotion are the following:
- The qualification to attend the World Final, where the winners of the Open League and the University League will team up and face the winners of the other countries in which the Red Bull Wings Cup 2026 is taking place.
  - Return tickets from/to their place of residence and the location of the World Final and have all their essential meals (breakfast, lunch and dinner) and accommodation covered for the duration of the World Final.
  - Transportation between the airport, the accommodation arranged as part of the reward and the World Final location.
- 4.32 The reward recipients will be announced {} by the Organizer on {}. On notification, the reward recipients will be provided with details on how and when to claim the reward. If a reward recipient

cannot be contacted or is not available or has not claimed his/her reward within the period set forth, the Organizer reserves the right to offer the reward within 15 days after the expiration of the aforementioned period to the next eligible participant, selected in accordance with the selection process.

- 4.33 The total value of each reward will not exceed {} {} ({} per person.
- 4.34 Please note that for entering and participating in the World Final, acceptance of new Terms of Participation is required. If no acceptance is given by You, the Organizer of this Promotion will appoint a suitable runner-up in accordance with the selection process. Furthermore, You are solely responsible for ensuring that, during your stay in the country of the World Final, You comply with all immigration regulations applicable to your personal situation.

## GENERAL TERMS

### 1. CONTACT DETAILS AND ENTRY

- 1.1 The contact details You disclose by entering the Promotion will be used to correspond with You in connection with the Promotion and also to notify You of any rewards You may be entitled to receive. Please make sure the provided information is accurate and inform the Organizer about any changes thereof (e.g., if You change your email address or phone number).

- 1.2 It will be at the Organizer's sole decision as to whether any eligibility requirement has or has not been met. The Organizer reserves the right to verify the information provided by You. Further, the Organizer reserves the right to request You to provide proof of age, identity and/or other provided information at any time at its discretion. If the Promotion is only open to university students, You are obliged to provide eligible proof of university enrollment. If You are under the age of majority in your country of residence at the time of entry, You are obliged to provide evidence proving that your parent or legal guardian (the "**Guardian**") has given consent to your participation and to the Terms in written form (consent of both Guardians might be required by the applicable law of your country of residence).

- 1.3 All entries must be received by the Organizer before the deadlines as defined in the Details of the Promotion. All entries received after the respective deadlines are automatically disqualified.

- 1.4 Furthermore, the Organizer will not accept and disqualify entries that are: (a) automatically generated or influenced by computer; (b) completed by third parties (on your behalf) if your participation as a team is not required; (c) incomplete, illegible, defaced, altered, reconstructed, corrupt, forged or manipulated; or (d) created by using multiple accounts; or e)

submitted by a resident of a country which is excluded from participation in the Promotion.

- 1.5 No responsibility can be accepted for lost entries and proof of transmission will not be accepted as proof of receipt.

### 2. FREE METHOD OF ENTRY

In case You are required to purchase a product and/or service to enter the Promotion according to the Details of the Promotion, the Organizer will offer an additional free method of entry if required by law. Please note that a purchase will not improve your chances of winning.

### 3. NOTIFICATION, CLAIMING THE REWARD AND OTHER PROVISIONS RELATING TO THE REWARD

- 3.1 The Organizer or Red Bull will notify the reward recipient by email and/or telephone, and an announcement may be made on the Website and/or a third-party platform. You agree that the Organizer or Red Bull may disclose your information (e.g., first name, last name, nickname, picture and the fact that You received a reward in the course of the Promotion).

- 3.2 On notification, the reward recipient will be provided with details on how and until when to claim the reward. If a reward recipient – irrespective of the reason – (a) cannot be contacted; (b) is not available; (c) cannot claim or has not claimed the reward within time; or (d) cannot accept the reward for any personal reason, the Organizer may offer the reward to the next eligible participant, selected in accordance with the selection process. **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.

alternatives for non-cash prizes (e.g., products and services) at its sole discretion.

- 3.3 The Organizer expects to be able to deliver the reward within 60 days from the reward claim or a shorter period if required by applicable law.
- 3.4 The reward recipient has no rights or claims other than those explicitly stated in the Terms in connection with the reward. Please note that no travel or other costs will be reimbursed for the participation in the Promotion except for those expressly mentioned in the Details of the Promotion. Any other incidental costs and expenses associated with the reward, such as security fees, gratuities, luggage fees, snacks, drinks, and incidental charges are the responsibility of the reward recipient(s).
- 3.5 *If the reward includes travel:* Each reward recipient (and, if applicable, his/her Guardian) must possess and show valid travel documents, prior to departure (e.g., valid passport or other acceptable government-issued identification) as well as any required visas. Each reward recipient is personally responsible to comply with any applicable travel requirements, in particular, but not limited to vaccination, quarantine requirements, etc. For the avoidance of doubt, the Organizer or Red Bull will not be responsible for such additional requirements. Travel insurance and spending money are the specific responsibility of the reward recipient. Once airline tickets have been issued, no changes will be permitted. The Organizer will determine airline, airports, flight itinerary and overnight accommodations in its sole discretion. Ground transportation may be provided instead 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. Travel and accommodation restrictions, conditions, and limitations may apply. The Organizer will not replace any lost, mutilated, or stolen tickets or travel vouchers. The Organizer does not make any guarantees as to the safety of the destination. To the extent permitted by law, the Organizer is not liable nor responsible for any of the aforementioned.
- 3.6 All rewards and products/services that are provided in the course of the Promotion (e.g., gifts and other 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). The rewards are personal and non-transferable and may not be claimed by a third party on your behalf. Organizer may (but is not obliged to) offer cash alternatives for non-cash prizes (e.g., products and services) at its sole discretion.
- 3.7 To the extent permitted by law, the Organizer may replace any or all rewards with rewards of equal or greater value.
- 3.8 If any selected reward recipient does not fulfil the eligibility criteria, violates any applicable laws, or breaches any other provision of the Terms, the Organizer may select an alternative reward recipient in accordance with the selection process and/or require the return or reimbursement of any reward or its value where a reward has already been provided to the reward recipient.
- 3.9 If the selected reward recipient is under the age of majority in the country of residence at the time of claiming the reward, the Organizer is entitled to determine an alternate winner, if the acceptance of such reward requires the approval of the Guardian and no such approval is given.
- 3.10 *If the reward includes travel:* If the selected reward recipient is under the age of majority in the country of residence at the time of claiming the reward and if the attendance of a Guardian is legally required, the Organizer might cover the reasonable pre-approved travel costs of the Guardian if outlined in the Details of the Promotion. The Terms (in particular clauses that relate to travel and liability) also apply to such Guardians who accompany a minor reward recipient.
- 3.11 The reward recipient will remain liable for all taxes (including interest and penalties) due and payable to competent tax authorities in respect of any rewards (e.g. any prize monies payable). In the event that any relevant and competent tax authority has or brings into effect rules binding on the Organizer (or its whole or partial assignees or any of its affiliated companies) relating to the prior withholding of tax, the recipient agrees that he/she will be entitled only to the sums referred to in these Terms after deduction of any sums required under such rules. If any relevant and competent tax authority should make a tax assessment, claim, or demand of Organizer or any of its affiliates to pay any tax calculated by reference to sums payable under these Terms, the Organizer may request reimbursement of the full amount of such claim from the recipient.
- 3.12 The Organizer is entitled to nominate a third-party entity to pay out the reward to the reward recipient.

3.13 Where local mandatory laws prohibit cash rewards, the Organizer will abstain from paying such. This includes but is not limited to the following countries & areas: Iceland, Italy, Croatia, Czech Republic, Hungary, Montenegro, Serbia, Colombia, Brazil, Hong Kong, Turkey, Federation of Bosnia and Herzegovina and Republika Srpska of Bosnia and Herzegovina and United Arab Emirates. The Organizer will replace the cash reward with a non-cash reward permitted by applicable law, which does not necessarily have to correspond to the value of the original cash reward. Further, in case the value of the reward exceeds the maximum amount permitted by mandatory law, the Organizer reserves the right to replace such with a substitute reward which is worth less than the original reward.

3.14 **FOR THE FEDERATION OF BOSNIA AND HERZEGOVINA:** On notification, the reward recipient will be provided with details on how to claim the reward and will be given up to 30 days to claim the reward. If a reward recipient – irrespective of the reason does not claim the reward, the Organizer will offer the reward recipient another period to claim the price. Upon lapse of the second period, the reward will be sold and the revenue donated to a humanitarian organization of the Organizer's choice.

3.15 If the reward cannot be made available and/or loses its sense of purpose due to an event of force majeure as outlined in clause 5., the Organizer will replace it with a substitute reward permitted by applicable law, which does not necessarily have to correspond to the value of the original reward. Reward recipients have no rights or claims in connection with the substitute reward offered.

#### **4. ORGANIZER'S RIGHT TO CHANGE THE TERMS**

Subject to applicable law and/or the approval of any applicable regulator, the Organizer reserves the right to change the details of the Promotion, such as dates, start time, location, format etc. Such changes will be available on the Website and apply to You with immediate effect. You should check the Website regularly for any changes that apply from the date they are uploaded.

#### **5. FORCE MAJEURE**

5.1 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 and irrespective whether such event was known at the time or foreseeable (including but not limited to war,

strike, riot, crime, epidemic, pandemic, widespread diseases, sudden legal changes, extreme weather, government orders, travel restrictions etc.), the Organizer may at any time modify, terminate, amend, suspend, postpone, cancel or extend the Promotion and/or the Terms without responsibility and liability for any amount or kind of loss or damage arising therefrom (whether direct or indirect). The same holds true if the Organizer determines that the Promotion cannot be conducted as planned or should a virus, bug, tampering or unauthorized intervention, technical failure or other cause beyond the Organizer's control corrupt the administration, security, fairness, integrity or proper function of the Promotion. The Organizer will make reasonable efforts to inform You about any changes to the Promotion on the Website. However, You acknowledge and agree that the Organizer may make any such changes without informing or otherwise notifying You.

#### **6. DISQUALIFICATION**

6.1 At any time during the Promotion, the Organizer reserves the right in its sole discretion to disqualify any participant, if (a) the participant fails to adhere to the Terms (e.g., infringes the eligibility criteria or the prerequisites applying to the Entry Materials); or (b) the Organizer has grounds to suspect that the participant is engaged in cheating or any other kind of illegal, unfair or inappropriate behavior. Such behavior can vary widely, and may include without limitation using bots or other techniques to impede the Promotion or simulate participant actions, altering the normal behavior of the Promotion's software, actions resulting in an unintended advantage for a participant as well as offensive language (e.g., inappropriate nicknames, vulgar, discriminatory or violent statements). In case the Organizer disqualifies a reward recipient, the Organizer will appoint a suitable runner-up in accordance with the selection process.

6.2 Furthermore, the Organizer may in its sole discretion disallow or suspend votes and/or disqualify any participant, if it has reason to believe that – where (social/public) voting is used as a selection process – anyone voting for such participant has been paid, incentivised or pressured in any way for placing their vote, either by the participant or any third-party. The same applies if You use voting aggregators, vote exchange pages or other third-party means of soliciting votes.

6.3 The Organizer's decision is final, and no correspondence will be entered into.

#### **7. THIRD-PARTY PLATFORMS**

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 with the third-party platform(s), unless otherwise specified in the Details of the Promotion. Where a Promotion requires entry via a third-party platform, You must have access to the internet and an active third-party platform account. If You do not have such an account, You will need to create one in order to participate. Your use on the third-party platform(s) is subject to the terms and conditions located on such site. Furthermore, if You register for the Promotion via social sign-in e.g., Facebook, Twitter, Instagram or TikTok, additional information (e.g., age or location) may be provided to us. The Organizer disclaims any liability should You fail to comply with the third-party platform(s) terms and conditions.

## 8. ENTRY MATERIALS AND ADDITIONAL MATERIALS

- 8.1 You may upload, submit, post or otherwise disclose material in connection with the Promotion that may be created before, during or after the Promotion (collectively, the **"Entry Materials"**). The Organizer or Red Bull (including subcontractors and/or other third parties designated by the Organizer or by Red Bull) may film and photograph You before and during the Promotion (the **"Additional Materials"**; Entry Materials and Additional Materials collectively the **"Materials"**). Materials may contain You, (or another's) voice, image, photograph, statements, biographical information, performances, name and likeness and other user-generated content.
- 8.2 The size and/or length of the Entry Materials should not be more than set out on the applicable platform. You must own the copyright in the Entry Materials. The Entry Materials **must** be your own work and **must not**: (a) be copied; (b) contain third-party materials; (c) contain any content You do not have permission to use (e.g. music which is not cleared by You for commercial 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 Entry Materials); (f) reflect a political statement; and/or (g) violate the Terms or breach any applicable laws.
- 8.3 You warrant that the Entry Materials do 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 or Red Bull, which You have a limited

license 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 Materials are created. In the event this Promotion is run via one or more third-party platform(s), You warrant and represent that your Entry Materials do not infringe the Terms of the third-party platform(s).

## 9. GRANT OF RIGHTS

- 9.1 As consideration for You receiving the opportunity to participate in the Promotion and win a reward, You hereby assign to Red Bull all rights in the Materials in any and all media (now known or hereafter devised) in perpetuity (or to the longest extent permitted by applicable law) (the **"Assigned Rights"**) and You will execute all public or private instruments that might be requested for this purpose, as an essential condition to participate in the Promotion. **FOR JAPAN, EXCLUDE THE PREVIOUS WORDING AND USE THE FOLLOWING:** As consideration for You receiving the opportunity to participate in the Promotion and win a reward, You hereby assign to Red Bull all rights in the Materials including, but not limited to, the rights set forth in Article 27 and 28 of the Japanese Copyright Law in any and all media (now known or hereafter devised) in perpetuity (or to the longest extent permitted by applicable law) (the **"Assigned Rights"**) and You will execute all public or private instruments that might be requested for this purpose, as an essential condition to participate in the Promotion and will execute the public and/or private instruments requested in this regard, which is an essential condition to participate in the Promotion.
- 9.2 To the extent that rights are not assignable, You hereby grant to Red Bull a worldwide, unlimited, irrevocable, exclusive, royalty-free, transferable and sub-licensable license to use the Materials in any and all media (now known or hereafter devised) (the **"Licensed Rights"**). **FOR ITALY, EXCLUDE THE PREVIOUS WORDING AND USE THE FOLLOWING:** To the extent that rights are not assignable, You hereby grant to Red Bull a worldwide, valid for 25 years, irrevocable, exclusive, royalty-free, transferable and sub-licensable license to use the Materials in any and all media (now known or hereafter devised) (the **"Licensed Rights"**). **FOR BRAZIL, EXCLUDE THE PREVIOUS WORDING AND USE THE FOLLOWING:** To the extent that

rights are not assignable, You hereby grant to Red Bull a worldwide, valid for 1 year, irrevocable, exclusive, royalty-free, transferable and sub-licensable license to use the Materials in any and all media (now known or hereafter devised) (the "**Licensed Rights**").

- 9.3 The Assigned Rights and/or the Licensed Rights cover all uses now known or later discovered, to the extent permitted by law, whether by Red Bull, its affiliates or third parties approved by Red Bull, including without limitation broadcasting rights; making available to the public; on-demand rights; adapt and dub right, theatrical and non-theatrical rights; right of advertising and promotion; merchandising rights; print publication rights; audiobook rights and stage rights. Further, Red Bull, its affiliates and third parties approved by Red Bull, may edit, alter, dub, cut or in any way change the Materials in their sole discretion. The Organizer and Red Bull do not guarantee any confidentiality with respect to Entry Materials. Subject to any license, You grant herein, any and all Entry Materials that You upload, store, transmit, submit, exchange or make available to the Website are generated, owned and controlled solely by You, and not by the Organizer or Red Bull. It is solely your responsibility to monitor and protect any intellectual property rights that You may have in your Entry Materials, and neither the Organizer nor Red Bull 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 the use of the Entry Materials for marketing material. The Licensed Rights are transferable and sub-licensable to all third parties, in particular to all affiliates of Red Bull (collectively the "Red Bull Group").
- 9.4 You represent and warrant that all necessary rights, permissions, consents and moral rights' waivers (to 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. You also waive the same to the extent permitted by applicable law.
- 9.5 To the extent permitted by applicable law, reward recipients may be requested to take part in promotional activity and the Organizer and Red Bull reserve 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 and/or Red Bull will seek the consent of the reward recipient, where required. Where

required by applicable law, You expressly acknowledge that You and any person who appears in the Entry Materials have the right to decline the use of the Entry Materials for marketing material.

## 10. COLLECTION OF INFORMATION AND DATA PRIVACY

For information about how the Organizer collects, processes and stores your personal data in connection with this Promotion, please see the Privacy Policy on the registration page/form as well as the confirmation email, once the registration is completed.

## 11. LIABILITY

- 11.1 USE CAUTION AND COMMON SENSE WHEN PARTICIPATING IN THE PROMOTION AND ENSURE THE SAFETY OF YOURSELF AND OTHERS. DO NOT TRESPASS OR HARM ANYONE'S PROPERTY.
- 11.2 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. The Organizer and Red Bull are not responsible in case You are not physically or mentally able to perform any or all of the tasks in connection with the Promotion. You also agree that You are not otherwise prohibited from participating in the Promotion for any reason. You represent that You comply with any applicable laws, rules and/or regulations.
- 11.3 There is no legal right to participate in this Promotion. The Organizer is not responsible if You are unable or not allowed to participate in the Promotion for any reason.
- 11.4 To the extent permitted by law, the Red Bull Group, the Organizer, its affiliates, employees, agents and distributors will not be responsible or liable to compensate You (and/or your Guardian) or accept any liability in connection with or arising out of the Promotion for (i) any loss of income, loss of profits, loss of data, loss of opportunity (in each case whether direct or indirect) and any indirect or consequential loss and (ii) any indirect or consequential damages, no matter how fundamental (including by reason of slight and gross negligence as well as willful misconduct).
- 11.5 Further, under no circumstances the Red Bull Group, the Organizer, its affiliates, employees, agents or distributors will be held responsible or liable for (i) any loss or damage caused by a third-party; (ii) any failure or delay in the

performance of its/their obligations under these Terms arising out of or caused by, directly or indirectly, a force majeure event (as outlined in clause 5); or (iii) any loss or damage caused by the Covid-19 pandemic or similar epidemic or pandemic.

- 11.6 Furthermore, the Red Bull Group, the Organizer, its affiliates, employees, agents and distributors will not be liable for: (i) late, lost, delayed, damaged, misdirected, incomplete, illegible, or unintelligible entries; (ii) telephone, electronic, hardware, or software program, network, Internet, or computer malfunctions, failures, delays or difficulties; (iii) errors in transmission; (iv) reward notification deliveries attempted but not received; (v) 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.
- 11.7 Notwithstanding anything to the contrary hereunder, Organizer does not limit or exclude its liability in respect of any death or personal injury caused by its negligence or willful misconduct.
- 11.8 In case the reward is a good or service offered by a third party, the responsible or liable company in case of damages is the entity providing the service or good.
- 11.9 In case a third-party platform is involved in the Promotion, You hereby release the third-party platform from any and all claims, damages or liabilities arising from or relating to your participation in the Promotion to the extent permissible by law.
- 11.10 **FOR AUSTRALIA:** Your statutory rights are not affected by clause 11 above, including the Consumer Guarantees set out in Schedule 2 of the Competition and Consumer Act 2010. Notwithstanding anything to the contrary hereunder, the Organizer does not limit or exclude its liability in respect of any death or personal injury caused by its negligence or willful misconduct, or any fraud.

## 12. GENERAL

- 12.1 Please note that the official language will be English and that all interactions with the Organizer, including these Terms 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, unless applicable law strictly requires the Organizer to provide translations into the local language.
- 12.2 If any provision of the Terms will be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of the Terms will not in any way be affected or impaired thereby.
- 12.3 These Terms shall be governed by and construed in accordance with the laws of the country, where the Organizer has its registered offices. Where participants have their place of residence in another country, the application of mandatory statutory provisions of that country will remain unaffected by the choice of law.
- 12.4 All disputes arising out of or in connection with these Terms should firstly be tried to be settled amicably. If not, the disputes will be settled by the courts competent for the registered seat of the Organizer unless otherwise provided for by mandatory local consumer protection law.
- 12.5 **FOR CHILE:** These and conditions are filed before the Notary of Santiago.  
**FOR NIGERIA:** This Promotion has been registered with and approved by the Federal Competition and Consumer Protection Commission.  
**FOR GREECE:** The Code of Advertising & Marketing Communications Practices apply.