

TERMS OF PARTICIPATION

NO PURCHASE OR OTHER CONSIDERATION NECESSARY TO PARTICIPATE. PURCHASE WILL NOT IMPROVE CHANCES OF WINNING.

USE CAUTION AND COMMON SENSE WHEN PARTICIPATING IN THIS PROMOTION. RESPECT AND ENSURE THE SAFETY OF YOURSELF AND OTHERS. DO NOT TRESPASS OR HARM ANYONE'S PROPERTY

By entering and participating in this Promotion, you ("**You**") agree to be bound by these Terms of Participation (the "**Terms**") and represent that you satisfy all of the eligibility requirements below.

1. THE ORGANIZER

- 1.1 This Promotion is run by RED BULL COMPANY LIMITED whose registered office is located at Seven Dials Warehouse, 42-56 Earlham Street, London, WC2H 9LA, with the support of Red Bull's cooperation partners, agencies and service providers. ("**Organizer**")
- 1.2 In the event this Promotion is run via one or more third party platform(s), your use on the third party platform(s) is subject to the terms and conditions located on such site. The Organizer disclaims any liability should You fail to comply with the third-party platform(s) terms and conditions.

2. THE PROMOTION (the "**Promotion**")

- 2.1 The title of the Promotion is Red Bull Race The Moon.
- 2.2 This Promotion starts on 14 June 2020, 00:01 am BST and ends on 22 July 2020, 11:59 pm BST (inclusive) ("**Promotion Period**"). All entries must be received by the Organizer before the closing date. All entries received after the closing date are automatically disqualified.

3. ELIGIBILITY

- 3.1 In order to enter this Promotion 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 18 years of age or older at the time of participation. Persons under the age of 18 are not allowed to participate in this Promotion or transmit or otherwise submit Personal Data (all data relating to You, such as Your contact details, Promotion responses and photographs) to the Organizer. It is voluntary to provide us with Your Personal Data; however, You will not be able to enter the Promotion if You do not supply all required Personal Data.
- 3.3 You are not allowed to participate if your residence is outside of the UK. Please note that Organizer is not liable in case You are not legally allowed to take part in the Promotion due to national or local laws or any visa requirements. For those who are resident within the Republic of Ireland, please head to redbull.ie/racethemoon to enter the appropriate local promotion.
- 3.4 Organizer is not responsible if You are not physically or mentally able to perform any or all of the described tasks and there is no legal right to participate in this Promotion whatsoever. Organizer is not liable in case You injure yourself while performing actions with regard to this Promotion.
- 3.5 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 Promotion, professional advisors, 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 prizes in this Promotion. The Organizer shall verify these conditions consulting its database at the time of the selection.
- 3.6 The Organizer will not accept entries that are: (a) automatically generated by computer; (b) completed by third parties (on Your behalf) or in bulk; (c) illegible, have been altered, reconstructed, forged or tampered with; or (d) incomplete. The Organizer reserves the right to verify the email address provided by You including where required, any consent provided by a

Guardian to require proof of age, identity and/or other provided details at any time at its discretion. In the event of any dispute, entries containing an invalid email address or incorrect data regarding the age or residence of You will be deemed ineligible. You must not enter this Promotion through the use of multiple email accounts or social media accounts. If it becomes apparent that You have used multiple email accounts or social media accounts to circumvent this rule all Your entries will be disqualified.

4. RULES OF PARTICIPATION

4.1 You will have to do the following in order to successfully enter the Promotion:

- 4.1.1 If not already registered as a Strava member, go to the Strava app at strava.com and follow the given instructions step by step, which includes providing the data that is requested by Strava in order to register as a Strava member (e.g. name 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 required;
- 4.1.2 sign up to the Red Bull Race the Moon Challenge at strava.com/challenges/Red-Bull-Race-The-Moon (the "**Strava Challenge**");
- 4.1.3 join the Red Bull UK Strava Club at strava.com/clubs/277086;
- 4.1.4 go to redbull.co.uk/racethemoon to enter the Promotion. Please follow the given instructions step by step, which includes providing the data that is requested in order to enter.
- 4.1.5 complete one of the following fitness challenges during the period 14 June 2020 and 19 July 2020 (inclusive) (the "**Challenge Period**"):
 - log a total of 28 miles as a 'run', during the Challenge Period and log under the Strava Challenge ("**Challenge 1**"); or
 - record the highest total accumulative mileage logged as a 'run', during the Challenge Period and log under the Strava Challenge ("**Challenge 2**").

(together the "**Fitness Challenge(s)**");

4.2 Manual entries and private activities will not count towards the Fitness Challenges, however virtual running activities and indoor runs are permitted.

4.3 Any entries received after the Promotion Period will not be considered.

5. THE PRIZES AND SELECTION PROCESS

5.1 All entrants who have entered the Promotion in accordance with Clause 4.1.1 – 4.1.4 shall be eligible to receive a sample pack containing 1 x Red Bull Energy 250ml and 1x Red Bull Sugarfree 250ml (a "**Sample Pack**"). Sample Packs shall be awarded to the first 2000 entrants to enter the Promotion in accordance with Clause 4.1.1 – 4.1.4 Sample Packs shall be delivered to the address you provide during Promotion entry. Once 2000 Sample Packs have been awarded, entrants will no longer receive a Sample Pack.

5.2 At the end of the Promotion Period, three entrants will then be selected as Challenge 1 Prize recipient(s) by means of a random draw of all qualifying entries in respect of Challenge 1, either under the supervision of an independent or via computer process.

5.3 At the end of the Promotion Period, the entrant who has recorded the highest total accumulative mileage under the Strava Challenge will be selected as the Challenge 2 Prize recipient. Red Bull reserves the right to review all Strava activities undertaken by entrants under the Strava Challenge to check for any foul play and verify the winning entry and entrants acknowledge that such performance data will be shared by Strava for the purposes of this verification.

5.4 The Prizes are:

- 5.4.1 Challenge 1: 3 x Limited Edition Red Bull Chillers with one year's supply of Red Bull (1x 24 pack of Red Bull Energy 250ml and 1x 24 pack of Red Bull Sugarfree 250ml will be delivered per month to the home or work of the Prize recipient's choice). Prize winners will be required to sign Organizer's standard chiller placement contract.
- 5.4.2 Challenge 2: 1 x full day trip to the Red Bull Athlete Performance Centre in Austria. Return flights from a UK airport to Salzburg Airport and one night's accommodation of at least 3 stars will be covered by the Organizer. Any other costs related to the trip will not be reimbursed.

(together the "**Prizes**")

- 5.5 For the avoidance of doubt all entrants will be entered into all prize draws applicable to the length of Fitness Challenges they have completed during the Challenge Period. All Prize winners will be contacted via email by no later than 31 July 2020.
- 5.6 All entrants who have entered the Promotion in accordance with Clause 4.1 will also be eligible to receive certain third party discount codes when certain collective milestones are met during the Challenge Period. These discount codes and detail on our third party partners will be communicated to entrants via email.
- 5.7 Once notified, we reserve the right to offer the Prize to another participant (selected in accordance with the selection process) if we do not receive back confirming your acceptance of the Prize by no later than 5pm on 7 August 2020.
- 5.8 For full details of the selection process please email racethemoon.uk@redbull.com. If the selected Prize recipient(s) does not meet the eligibility criteria set out in these Terms, the Organizer will re-draw and select an alternative Prize recipient(s).
- 5.9 Unless otherwise specified above, no travel or other costs will be reimbursed for the participation in the Promotion or receipt of the Prize including but not limited to: food, drinks, transfers, passports, visa requirements, spending money etc.
- 5.10 Organizer reserves the right to replace any or all Prizes with prizes of a similar value.
- 5.11 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 associated with the receipt or use of any prizes or any passport or visa requirements are the sole responsibility of the Prize recipient and any person they chose to travel with.
- 5.12 No cash alternatives will be provided, and Prizes are non-transferable and non-refundable.
- 5.13 Organizer shall not be held responsible if You cannot attend the dates required to travel for the Prize; or cannot redeem the Prize for any reason whatsoever.
- 5.14 The Promotion will be run at Organizer's sole discretion. Organizer's decision in relation to all matters in connection with the Promotion is final, and no correspondence will be entered into.
- 5.15 A list of Prize recipients may be published on the Organizer's website. In the event that You are a Prize recipient You agree that the Organizer may disclose Your information e.g. first name, last name, nickname, in accordance with the above.
- 5.16 Organizer undertakes to use reasonable efforts to maintain adequate hardware and software service for the Promotion 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 Promotion, whether the entry is lost, not submitted, wrongly processed or does not win.

- 5.17 Organizer also undertakes to ensure transparency and to log the selection process appropriately in order for the results to be verified.
- 5.18 The contact details you provide with your Promotion entry will be used to notify you of any prizes; please make sure they are correct.

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

- 6.1 To the extent permitted by law, and without affecting Your statutory rights, if in the Organizer's opinion the Promotion is compromised by any event beyond the Organizer's control, the Organizer reserves the right to modify, terminate, amend or extend the Promotion without responsibility and liability for any amount or kind of loss or damage that may result to You or any third party (whether direct or indirect). You should check our website regularly for any changes which will apply from the date that they are uploaded.
- 6.2 At any time during the Promotion, the Organizer reserves the right in its sole discretion to disallow or suspend votes, disqualify and/or remove any Participant if it has reason to believe that where voting is used as a selection process, anyone voting for such finalist has been paid, incentivised or pressured in any way for placing their vote, either by the finalist or any third party and/or the Participant fails to observe these Terms, is engaged in cheating, or where applicable any other kind of illegal or inappropriate behaviour. The Organizer's decision in relation to all matters in connection with the Promotion is final, and no correspondence will be entered into.
- 6.3 In the event that a winning participant is disqualified, the reward will be forfeited and selected in accordance with the Selection Process.

7. FAIR PLAY

- 7.1 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 the Organizer, which You have a limited licence to use for the sole purpose of this Promotion, contain copyrighted material not created by You, other than material that You have necessary rights, consents and permissions to use, contain material that is offensive, distasteful, dangerous, inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous and obtain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where the entry is created. In the event this Promotion is run via one or more third party platform(s), You warrant and represent that Your entry does not infringe the Terms of the third party platform(s).

8. GRANT OF RIGHTS

- 8.1 You may submit the material, where applicable, to the Organizer in connection with the Promotion (collectively, "**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.
- 8.2 As consideration for Your participation in this Promotion and the opportunity for You to win a Prize, You will assign to the Organizer all rights as set forth in the applicable law and to Entry Materials to the broadest extent possible. 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. 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.

- 8.3 You represent and warrant that all necessary rights, permissions, consents and moral rights' waivers have been duly and effectively obtained from any performer, presenter, contributor or other person involved in the Entry Materials or rights, services or facilities in connection with it.
- 8.4 To the extent permitted by applicable law, reward recipients may be requested to take part in promotional activity and the Organizer reserves the right to use the names and addresses of reward recipients, their photographs and audio and/or visual recordings of them in any promotional material to the extent each reward recipient agrees. The Organizer will seek the consent of the reward recipient, where required. You expressly acknowledge that You and any person who appears in the Entry Materials have the right to decline use of the Entry Materials for marketing material.

9. COLLECTION OF INFORMATION & DATA PRIVACY

- 9.1 Information about how the Organizer may collect, process and store Your Personal Data for the Promotion and otherwise, can be found within our www.redbull.com/pp/en_UK.
- 9.2 For the avoidance of doubt, this Clause 9 relates specifically to data provided on Red Bull platforms and specifically excludes data you may provide to Strava, which shall be governed by Strava's Privacy Policy and Terms of Use. If You revoke any authorisation on Red Bull platforms or Strava platforms you agree that Red Bull may retain Your Challenge data in an anonymised form solely for the purposes of contributing to the overall Promotion target.

10. LIABILITY AND WARRANTY

- 10.1 Insofar as is permitted by law, the Organizer, its employees, agents or distributors will not in any circumstances be responsible or liable to compensate the reward recipient or accept any liability for any loss, damage, personal injury or death occurring as a result of participation in the Promotion, as well as taking up the reward. Any limitation of liability shall be excluded for fraud, willful misconduct or gross negligence. Your statutory rights are not affected.
- 10.2 The Organizer and the Red Bull Group exclude all liability to You for any loss of income, loss of profits, loss of goodwill, loss of data, loss of opportunity (in each case whether direct or indirect) and any indirect or consequential loss or damages incurred or suffered by You in connection with Your participation in the Promotion unless such loss arises from the Organizer's or the Red Bull Group's failure to respect its contractual and legal obligations, in which case Red Bull still limits its liability for the abovementioned situations to the extent allowed by applicable law.
- 10.3 The Organizer and the Red Bull Group shall not be liable for: late, lost, delayed, damaged, misdirected, incomplete, illegible, or unintelligible entries; telephone, electronic, hardware, or software program, network, Internet, or computer malfunctions, failures, delays or difficulties; errors in transmission; reward notification deliveries attempted but not received; any loss suffered by anyone who enters or attempts to enter and/or participate in the Promotion, whether the entry is lost, not submitted, wrongly processed or does not win.
- 10.4 There is no legal right to participate in this Promotion. The Organizer is not responsible if You are unable to participate in the Promotion for any reason.
- 10.5 The Organizer is not liable if You injure Yourself while performing actions with regard to this Promotion. You represent that You do not have any condition and are not affected by any circumstances that would prevent You from safely participating in the Promotion or would pose a present risk to others in Your doing so. You also agree that You are not otherwise prohibited from participating in the Promotion for any reason.
- 10.6 In no event shall the Organizer and the Red Bull Group be responsible or liable for any failure or delay in the performance of its obligations under these Terms arising out of or caused by, directly or indirectly, circumstances or forces beyond its reasonable control, including but not limited to strikes, work stoppages, accidents, or acts of God, and interruptions, loss or malfunctions of

utilities, communications or computer (software or hardware) services, when these circumstances constitute a force majeure as defined under applicable local law.

- 10.7 To the fullest extent permissible by law, no conditions, warranties or other terms apply to the Promotion and all Free Products are awarded "as is" and without warranty of any kind, express or implied (including, without limitation, any implied warranty of satisfactory quality or fitness for a particular purpose).
- 10.8 The Organizer excludes any responsibility and/or liability in case the participation/the award of a reward requires the approval of a Guardian. This solely lies within Your responsibility.

11. **GENERAL**

- 11.1 If any provision of the Terms shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of the Terms shall not in any way be affected or impaired thereby.
- 11.2 These Terms shall be governed by and construed in accordance with the laws of England and Wales, and the parties submit to the non-exclusive jurisdiction of the courts competent for the address of Red Bull.
- 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 racethemoon.uk@redbull.com.

Created: 10 June 2020