

TERMS AND CONDITIONS OF PARTICIPATION



RED BULL KING OF BOB 2017

Red Bull King of Bob ("Promotion") is run by Red Bull Australia Pty Limited ACN 085 840 259 ("Sponsor" or "Red Bull") whose registered office is located at 55 Doody Street, NSW 2015 Australia.

This Promotion is free of charge and is only subject to the present Terms and Conditions of Participation ("Terms") and to all applicable international, federal, state, local laws and regulations.

For general questions arising out of these Terms and/or related to this Promotion, please contact Blake Evans, Red Bull Field Marketing Manager, on 0410974643.

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

1. ELIGIBILITY

- 1.1 In order to enter this Promotion and be eligible to win a prize, you confirm that you ("Participant", "Entrant" or "you") satisfy the following eligibility criteria:
- 1.2 You acknowledge that you are 16 years of age or older at the time of participation, and, if under the age of 18 or under the age of majority for your jurisdiction, you are participating to this Promotion under the active supervision of a parent, legal guardian, or other responsible adult (altogether referred to as "Guardian" in the following) who has read and agreed to these Terms on your behalf. In such a case, a written approval from both the Entrant and the Guardian is mandatory.
- 1.3 Persons under the age of 16 are not allowed to participate to this Promotion or transmit or otherwise submit personal information to Red Bull.
- 1.4 Red Bull is not responsible in case a Participant is not physically or mentally able to perform any or all of the described tasks; there is no legal right to participate in this Promotion whatsoever. Red Bull is not liable in case a Participant injures him-/herself while performing actions with regard to this Promotion.
- 1.5 Directors, officers and employees of Sponsor, 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.
- 1.6 Only one entry per person is allowed. Further, only natural persons and non-entrepreneurs are allowed to participate.

- 1.7 Sponsor reserves the right to verify the email address provided to Sponsor by Entrant 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 Entrant will be deemed ineligible.

2. PROMOTION PERIOD

- 2.1 This Promotion starts on at 9:00am on 3rd June 3rd 2015 and ends at 4:00pm on 22nd July 2017.
- 2.2 Entries received by Red Bull outside this Promotion Period will not be considered and will have no entitlement whatsoever pursuant to these Terms.

3. RULES OF THE GAME AND OF PARTICIPATION

- 3.1 All registrations can be made via the Thredbo website: <https://www.thredbo.com.au/redbullkingofbob> and the link will be included and printed on the event collateral.

- 3.2 Red Bull King of Bobs is a toboggan race down a snow covered mountain slope that is 1.5km long. The aim of each Participant is to get down the mountain and across the finish line in the fastest time without being disqualified. Each Participant will be provided with a toboggan to race with, specifically called a Zipfy.

The competition will consist of:

Heats

- 10 Participants per heat. The first 4 Participants to cross the finish line will progress the Quarterfinals.

Quarterfinals

- 10 Participants per Quarterfinal. The first 4 Participants to cross the finish line will progress the Semifinal.

Semifinals

- 8 Participants per Semifinal. The first 4 Participants to cross the finish line will progress to the Grand Final.

Grand Final

- 10 Participants will race, the first to cross the finish line will be crowned the winner of 'King of the Bob'.

Each Participant must obey the below whilst competing:

- Wait for the siren to sounds before they start their decent down the mountain
- Stay on their toboggan at all times
- Keep within the racetrack boundaries
- Not cause intentional contact between competitors
- Not be under the influence of drugs or alcohol
- The toboggans cannot be altered in anyway and cannot be sprayed with any substance; especially those used to enhance its speed
- Wear a helmet and have no areas of skin exposed
- Not have anything hanging outside of their toboggan
- Compete in good spirit of the race

If Participants fail to obey the rules of the competition they will be immediately disqualified. In case of a false start the race will be started again. If a Participant false starts more than once they will be disqualified from the event.

- 3.3 After a Participant has registered to compete they will be placed in heat, this will be randomly selected from the pool of Participants. Skill and age will not determine what heat Participants will be placed in.

4. THE SELECTION PROCESS

- 4.1 In order to win Red Bull King of Bob the Participant must be the first person to cross the finish line in the Grand Final race without being disqualified.
- 4.2 The winner of Red Bull King of Bob will be announced once all of the Participants in the Grand Final race have crossed the finish line and it's verified that the first place Participant has not been disqualified by the course marshals. The winning Participant will be crowned King of the Bob at the ceremony immediately after the race. The winner will be rewarded a year's supply of Red Bull which will be sent to them. Red Bull will communicate with the winning Participant via email and phone to organise a case of Red Bull to be sent to them once a month for 12 months. The results will not be published online.
- 4.3 Red Bull 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 Competition, whether the entry is lost, not submitted, wrongly processed or does not win.
- 4.4 Red Bull also undertakes to ensure transparency and to log the selection process appropriately in order for the results to be verified.
- 4.5 Late, illegible, incomplete, defaced or corrupt entries will not be accepted. No responsibility can be accepted for lost entries and proof of transmission will not be accepted as proof of receipt.
- 4.6 If you are disqualified, Red Bull is under no obligation to publish this fact.
- 4.7 The contact details you provide with your entry will be used to notify you of any prizes; please make sure they are correct.

5. THE PRIZES

- 5.1 The first place winner of Red Bull King of Bob will receive "a year's supply of Red Bull": A case of Red Bull will be sent via a courier to the winner's nominated address once a month for 12 months. The second and third place winner will receive one case of Red Bull that will be given to them at the awards ceremony.
There will be no travel prizes.
- 5.2 Red Bull reserves the right to replace any or all prizes with prizes of a similar value.
- 5.3 Please note that no travel or other costs will be reimbursed for the participation in the Promotion except for those expressly mentioned in these Terms.
- 5.4 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 ARE THE SOLE RESPONSIBILITY OF THE WINNER.
- 5.5 No cash alternatives will be provided and prizes are non-transferable and non-refundable.
- 5.6 The Promotion will be run at Sponsor's sole discretion. Sponsor's decision in relation to all matters in connection with the Promotion is final, and no correspondence will be entered into.

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

- 6.1 Sponsor reserves the right to change the Promotion rules and these Terms from time to time and such changes will be available on to Participants in writing.
- 6.2 If in Sponsor's opinion the Promotion is compromised by any event beyond Sponsor's control, Sponsor 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).
- 6.3 At any time during the Promotion, Sponsor reserves the right in its sole discretion to disqualify and remove any Entrant for any failure to observe these Terms (including but not limited to, because Sponsor believes the Entrant engaged in cheating and in general for violations of the provisions set out under section 7 of these Terms and Conditions) or where applicable any other kind of illegal or inappropriate behavior. In the event that a winning Entrant is disqualified, the prize will be forfeited and/or may be awarded to the participant that came second in the Grand Final].

7. FAIR PLAY

- 7.1 You hereby confirm that the personal data you enter in connection with the Promotion is accurate and up to date.
- 7.2 You hereby warrant and represent that you personally performed and otherwise participated in the Promotion to meet the criteria set out under sections 3 and 4 of 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 Promotion, all Entrants 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 Sponsor, 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 Sponsor on a royalty-free, irrevocable, perpetual, non-exclusive basis, or have license to use and sub-license to Sponsor 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 Sponsor on a royalty-free, irrevocable, perpetual, non-exclusive 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 sections 7.2 and/or 7.3 above, you shall defend and indemnify Sponsor against, claims of infringement based on intellectual property rights.

8. GRANT OF RIGHTS

- 8.1 The Entrant hereby assigns and grants to the Sponsor including its parents, subsidiaries, affiliates and partners any and all rights, title and interest in and to all entries and materials submitted to Sponsor in connection with any Promotion, 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 Sponsor the irrevocable, worldwide, perpetual, 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. 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. 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 partners shall be enabled to exploit the Entry Materials without any limitations and regardless of the medium via which the exploitation takes place. Sponsor is however not obliged to make use of these rights.
- 8.2 Sponsor 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.
- 8.3 The sole consideration for this comprehensive assignment and grant of rights shall be to get the chance to win a prize in the Promotion.
- 8.4 Sponsor including its affiliated companies and partners may be required to request you to enter into a separate license agreement permitting Sponsor to use the Entry Materials for reasonable promotional, administrative or other purposes beyond the reasonable expectation of the Entrant.

9. COLLECTION OF INFORMATION & DATA PROTECTION

- 9.1 In the following, the term "Personal Data" describes all data kept in connection with your name.
- 9.2 Red Bull may process your Personal Data itself, within the Red Bull Group or through outside data processors who will process data on its behalf in accordance with all relevant data protection regulations.
- 9.3 Red Bull and its affiliated companies will, as a general policy, not transmit Personal Data to third parties without your explicit consent. In particular, Personal Data will not be sold, leased or traded. However, in cases in which Red Bull is required to transmit Personal Data to an outside data processor in

connection with the Promotion, Red Bull will only transmit as much Personal Data as is necessary in order to fulfil its tasks set out under these Terms. In such cases, Red Bull will require and make sure that our partners treat all Personal Data in a confidential manner and according to all relevant data protection regulations as well as to delete such Personal Data immediately as soon as their specific tasks have been fulfilled in connection with the Promotion. Please note that Red Bull does not have complete control over the compliance with this obligation and that Red Bull cannot be held responsible for possible infringements by its partners to the extent that it is legally permissible.

- 9.4 Since Red Bull operates globally, this may mean Red Bull could transfer your personal information to other countries, including countries outside the European Economic Area in accordance with all relevant data protection regulations.
- 9.5 Personal Data will only be used for purposes in connection with this Promotion and will only be retained by Red Bull, its affiliated companies and its mandated data processors for as long as is necessary to fulfil the original or directly related purpose for which it was collected in connection with the Promotion. This might include a period of time after the conclusion of the Promotion in order to distribute prizes or to fulfil tax related or any other legal queries.
- 9.6 Red Bull, its affiliated companies and its mandated data processors shall process your Personal Data securely and take appropriate security measures to protect the Personal Data.
- 9.7 Red Bull does not knowingly collect information from persons below the age of 16.
- 9.8 Winners may be requested to take part in promotional activity and Red Bull reserves the right to use the names and addresses of winners, their photographs and audio and/or visual recordings of them in any publicity. Winners may be required to take part in further reasonable promotional activities.
- 9.9 The entered Personal Data shall always be accurate. You should keep your data up to date in order for Red Bull to notify you in case they you won a prize. Red Bull will ensure that your personal data is not used if we know that it is not accurate.
- 9.10 Red Bull and its contractors may contact you via email, phone or otherwise in relation to the Promotion.
- 9.11 At any time, you have the opportunity to require the amendment and/or the deletion, entirely or partly, of such Personal Data. In such a case, Red Bull will ensure the deletion of such data as soon as feasible.
- 9.12 At any time, you also have the right to request information about the Personal Data we are keeping.
- 9.13 You can contact Red Bull with regard to privacy questions by visiting the "Contact Us" page at www.redbull.com.au.

10. LIABILITY AND WARRANTY

- 10.1 Sponsor is liable in accordance with statutory law (a) for damages arising as result of an injury to life and/or health; (b) in case of intent; (c) in case of gross negligence if the Entrant is a consumer according to applicable consumer protection law; and/or (d) in case Sponsor is in breach of the requirements of statutory regulations on product liability (if applicable).
- 10.2 Without limiting the aforementioned, Sponsor 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 Sponsor shall not be liable for slight negligence.

- 10.3 Sponsor 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.
- 10.4 In no event shall Sponsor 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.
- 10.5 To the fullest extent permissible by law, no conditions, warranties or other terms apply to the Promotion.
- 10.6 These Terms will be governed by the laws of New South Wales and any disputes will be subject to the exclusive jurisdiction of the courts of New South Wales.