### TERMS OF PARTICIPATION

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. This Promotion is subject to these Terms and the Red Bull Racing Paddock Terms and Conditions (which can be found <u>here</u>) and to all applicable laws and regulations. In the event of a conflict between these Terms and the Red Bull Racing Paddock Terms shall prevail.

#### 1. THE ORGANIZER

1.1 This Promotion is run by Red Bull Technology Limited whose registered office is located at Building 2, Bradbourne Drive Tilbrook, Milton Keynes, Bucks, MK7 8AT, UNITED KINGDOM with the support of the Red Bull's cooperation partners, agencies and service providers ("**Organizer**").

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

- 2.1 The title of the Promotion is **GloBull with DurkChocolate**.
- 2.2 This Promotion starts on **2 August**, **2023**, 02:00:01 pm UTC and ends on **2 August 2023**, 06:00:01 pm UTC (inclusive), (the "**Entry Window**"). All entries must be received by the Organizer before the closing date. All entries received after the closing date are automatically disqualified.
- 2.3 The Promotion shall require the entrant to redeem an online code via social media and then locate a representative of the Organizer in a physical location, as described in clause 4 below.

#### 3. ELIGIBILITY

- 3.1 In order to enter this Promotion and be eligible to get a reward, You represent and warrant that You satisfy the following eligibility criteria:
  - If You are under the age of majority in Your country of residence, You are participating to the 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. Organizer excludes any responsibility and/or liability in case the participation/the award of a prize requires the approval of a Guardian. This solely lies within Your responsibility.
  - Please note that the Organizer is not liable in cases where Participants are not legally allowed to take part in the Promotion due to national or local laws.
  - 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 Promotion whatsoever.
    Organizer is not liable in case a Participant injures him-/herself while performing actions with regard to this Promotion.
- 3.2 The Organizer will not accept entries that are: (a) completed by third parties (on Your behalf) or in bulk; (b) illegible, have been altered, reconstructed, forged or tampered with; or (c) 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, REWARD PROCESS AND THE REWARDS

- 4.1 In order to successfully enter the Promotion, you will have to:
  - 4.1.1 Watch content creator DurkChocolate's Twitch and Instagram Live feeds during the Entry Window stated at clause 2.2 above, look for clues as to where they are hiding
  - 4.1.2 Visit the Oracle Red Bull Racing Esports Twitch Stream to obtain the "prize password"
  - 4.1.3 Once you know the "prize password" and during the Entry Window, find DurkChocolate's physical location in Milton Keynes, approach them and state the password.

# (the "Entry Conditions")

- 4.2 Only one password attempt per entrant is allowed if DurkChocolate is found.
- 4.3 Reward Process: The first twenty-five (25) participants to find DurkChocolate and correctly state the password to them will be selected as the winner(s) of the Reward(s).
- 4.4 The "**Reward**": The winning participants will receive a same-day invitation to the Red Bull Gaming Sphere and/or an item of Red bull Racing merchandise. The Organiser has 25 x invitations and 10 x items of merchandise to give away. The first 10 winners will receive an item of merchandise and an invitation to the Red Bull Gaming Sphere. The second 15 winners will receive an invitation to the Gaming Sphere.
- 4.5 For full details of the reward process please email fanexperiences@redbullracing.com. If the reward recipient(s) does not meet the eligibility criteria set out in these Terms, the Organizer will reward the next eligible entrant as the reward recipient(s). If You are disqualified, the Organizer is under no obligation to publish this fact. The Organizer undertakes to ensure transparency and to log the winner selection process appropriately in order for the results to be verified.

# 5. NOTIFICATION AND CLAIMING THE REWARD

- 5.1 Rewards will be distributed at the time of providing the correct password to DurkChocolate.
- 5.2 If a reward recipient rejects the Reward, then the Reward will be forfeited and the next eligible reward recipient will be offered the reward. The Organizer does not accept any responsibility if a reward recipient is not able to take up the Reward.
- 5.3 The Reward is personal and non-transferable and may not be claimed by a third party on Your behalf.
- 5.4 Your attendance at the Red Bull Gaming Sphere shall be subject to the terms and conditions of entry for that venue.
- 5.5 A list of reward recipients may be published on the Organizer's website. In the event that You are a reward recipient You agree that the Organizer may disclose Your information e.g. first name, last name, nickname, in accordance with the above.
- 5.6 To the extent permitted by law, the Organizer reserves the right to replace any or all rewards with rewards of equal or greater value.
- 5.7 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. No cash alternatives will be provided and rewards You are entitled to receive are non-transferable and non-refundable.
- 5.8 The reward recipient shall remain liable for all taxes (including interest and penalties) due and payable to competent tax authorities in respect of any prize monies payable.

# 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 entries, 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 an alternative reward recipient will be selected in accordance with the selection process.

# 7. FAIR PLAY

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).

### 8. GRANT OF RIGHTS

8.1 All material you submit to the Organizer in connection with the Promotion shall be 'Content' for the purpose of clause 8.1 of the Red Bull Racing Paddock Terms and Conditions.

### 9. LIABILITY AND WARRANTY

- 9.1 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 any fraud.
- 9.2 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. Your statutory rights are not affected.
- 9.3 The Organizer and the <u>Red Bull Group</u> 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.
- 9.4 The Organizer and the <u>Red Bull Group</u> 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.

- 9.5 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.
- 9.6 Subject to clause 10.1 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.
- 9.7 In no event shall the Organizer and the <u>Red Bull Group</u> 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 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.
- 9.8 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).
- 9.9 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.

Created: 28 July 2023