

# **RED BULL KTM RC16 TWO-SEATER EXPERIENCE: TERMS AND CONDITIONS OF PARTICIPATION**

By entering this competition, you agree to be bound by these Terms and Conditions of Participation and declare that you fulfil and comply with all the requirements set out below. The winner of this competition will be selected at random. The competition is free of charge to enter and is subject to the terms and conditions stated below as well as to all applicable laws and regulations.

## **1. THE PROMOTER**

- 1.1 This promotion is organised by Projekt Spielberg GmbH & Co KG (the 'Promoter') with registered office at Red Bull Ring Strasse 1, A-8724 Spielberg, Austria.
- 1.2 Should this promotion be run via one or more third-party platforms, then no connection shall be deemed to exist between the promotion and the third-party platform(s), nor is the promotion organised, supported or administered by or in connection with the third-party platform(s). Your use of any such third-party platform(s) is subject to the terms and conditions of the relevant third-party website. The Promoter cannot be held liable if you do not comply with the general terms and conditions of the third-party platform(s).

## **2. THE 'RED BULL KTM RC16 TWO-SEATER EXPERIENCE' PROMOTION**

- 2.1 The title of the promotion is 'Red Bull KTM RC16 Two-Seater Experience'.
- 2.2 This promotion runs from Thursday March 27<sup>th</sup>, 2025 till 11:59 pm on Sunday May 18<sup>th</sup>, 2025. The winner will be selected at random and notified by e-mail on Tuesday May 20<sup>th</sup>, 2025.
- 2.3 To take part in the competition, you must complete all fields of the online form, accept the Terms and Conditions of Participation and complete the contact field in full.

## **3. CONDITIONS OF PARTICIPATION**

- 3.1 Participation requires the purchase of a valid ticket for the Austrian Motorcycle Grand Prix (weekend of 15th - 17th August 2025) at the Red Bull Ring.
- 3.2 In order to participate in this Promotion, you represent and warrant that you fulfil the following criteria:

- You have completed the online questionnaire correctly.
  - All details in the online questionnaire (i.e. invoice number, purchaser's name, vendor's name and date of ticket purchase) match those on your invoice.
  - The invoice has been uploaded in legible form, crease-free and wrinkle-free.
  - You confirm that you are a 'natural person' in the legal sense and 18 years of age or older at the time of your participation.
  - The winner is also a 'natural person' in the legal sense and 18 years of age or older at the time of participation.
  - You confirm that
    - o you are a minimum of 1.50 metres in height
    - o your body weight is between 50 and 100 kilograms
    - o you are physically fit and have sufficient strength and stamina to hold your own body weight firmly on the handlebars and footrests for the duration of the Red Bull KTM RC16 Two-Seater Experience
    - o you have no health or medical conditions that might restrict your participation
    - o you have confidence in the professional rider we assign to you
  - This promotion is valid worldwide. Please note that the Promoter is not liable if the entrant is excluded from participating in the Promotion under international, national or local law.
  - Directors, officers and employees of the Promoter, its parent company and immediate family members and persons living in the same household as any of the above (whether related within the meaning of the law) are not eligible to enter this competition or receive prizes. The Promoter will verify the fulfilment of these requirements by reviewing its database at the time of selecting the winner.
- 3.2 The Promoter will not accept entries if they have been automatically generated by computer or are incomplete. The Promoter reserves the right, at its sole discretion, to check the data submitted and, if necessary, to request proof of consent from a parent or legal guardian, as well as proof of your age, identity and/or other details.

#### **4. RULES OF PARTICIPATION, SELECTION PROCEDURE AND AWARDING OF PRIZE**

- 4.1 To take part in the competition, you must complete the online questionnaire, stating name of purchaser as given on the invoice, date of ticket purchase, invoice number and name of ticket vendor, upload the invoice, accept the Terms and Conditions of Participation and complete the contact field in full.
- 4.2 The prize is a Red Bull KTM RC16 Two-Seater Experience at the Red Bull Ring on June 11<sup>th</sup>, 2025.
- 4.3 The winner will be selected at random by the Promoter. Multiple entries by the same person will not be considered in the draw.
- 4.4 For further questions regarding the selection process, please send an e-mail to the Promoter at: [gewinnspiel@redbullring.com](mailto:gewinnspiel@redbullring.com).
- 4.5 If a participating person wins a prize and if the acceptance/use of this prize requires the consent of a parent/guardian (for example in the case of travel, participation in sports-related activities or a prize involving

a contractual relationship with the participating person), Projekt Spielberg GmbH & Co KG is entitled to replace the prize in question with another prize or to select an alternative winner if any such required consent is not given. If the parent/guardian grants consent, but the acceptance/use of the prize incurs costs for the parent/guardian (e.g. travel expenses for accompanying a minor participant), Projekt Spielberg GmbH & Co KG is also entitled to replace the original prize with another prize or to select an alternative winner. Neither the participant nor the parent/guardian is in any way entitled to make claims for additional expenses in connection with the acceptance/use of the prize.

- 4.6 Only one prize may be awarded per entrant.
- 4.7 The competition is not affiliated with, sponsored, endorsed or organised by Facebook, Instagram, TikTok or any other social media outlet.

## **5. NOTIFICATION OF WINNER AND CLAIMING OF PRIZES**

- 5.1 The Promoter will contact the winner by e-mail on Tuesday May 20<sup>th</sup>, 2025. Upon notification, the winner will receive details of how to claim the prize.
- 5.2 The prize is tied to one named individual and is non-transferable. It cannot be claimed by a third party on behalf of the winner.

## **6. RIGHT OF THE PROMOTER TO AMEND THE TERMS AND CONDITIONS AND TO DISQUALIFY**

- 6.1 To the extent permitted by law and without prejudice to your statutory rights, the Promoter reserves the right to amend, terminate, add to or extend the promotion if, in its opinion, the promotion is jeopardised by circumstances beyond its reasonable control. The Promoter accepts no liability for any loss or damage that you or third parties (whether direct or indirect) may suffer. Any changes will apply from the date on which they are published on our website. You should therefore check our website regularly for changes.
- 6.2 If a winner is disqualified, the prize will be forfeited, and a new winner will be selected in accordance with the selection process.

## **7. GRANTING OF RIGHTS**

- 7.1 Where permitted by law, prize-winners may be invited to participate in promotional activities. In this respect, the Promoter reserves the right to use the names and addresses, photographs, audio and video recordings of prize-winners for promotional materials within the scope of the consent given by the prize-winner in each case. The Promoter will obtain the consent of the prize-winner(s) as required.

## 8. STORAGE OF INFORMATION AND DATA PROTECTION

Information on how the Promoter may collect, process and store your personal data for this promotion and for other purposes can be found in our privacy policy on our homepage at [www.redbullring.com](http://www.redbullring.com). If you only take part in the promotion and do not subscribe to a newsletter, your data will be processed only for the necessary purpose of contract fulfilment (i.e. organisation of the competition). Other data will be anonymised or destroyed after the promotion.

## 9. LIABILITY AND WARRANTY

- 9.1 To the extent permitted by law, the Promoter, its employees, agents or distributors will in no circumstances be held responsible or liable to compensate any prize-winner or accept any liability for any loss, damage, personal injury or death resulting from participation in the Promotion or from claiming the prize. Any limitation of liability is excluded in cases of fraud, wilful misconduct or gross negligence. Your statutory rights remain unaffected.
- 9.2 The Promoter, DM Group and Red Bull Group exclude all liability to you for the following: loss of income, loss of profit, loss of goodwill, loss of data, loss of professional or business opportunity (in each case direct or indirect) and any indirect or consequential loss suffered by you in connection with your participation in the Promotion, unless such loss arises from the failure of the Promoter or DM Group and Red Bull Group to comply with their contractual and legal obligations, in which case Projekt Spielberg limits its liability for the above situations to the extent permitted by law.
- 9.3 The Promoter, DM Group and Red Bull Group cannot be held liable for the following: late, lost, damaged, misdirected, incomplete, illegible or unintelligible entries; telephone, electronic, hardware or software, network, internet or computer malfunctions, failures, delays or problems; transmission errors; attempted delivery of prize-winner notifications that are not received; loss of entries to the competition or the details of any person who has attempted to enter, whether or not the entry is lost, not submitted, incorrectly processed or does not win.
- 9.4 There is no legal right to participate in this promotion. The Promoter is not responsible if you are unable to enter the competition, regardless of the reasons for this.
- 9.5 The Promoter is not liable in the event of injury during the performance of actions in connection with this promotion. You also declare that you are not prohibited from participating in the promotion for any other reason.
- 9.6 In no event shall the Promoter, DM Group and Red Bull Group be held responsible or liable for any failure or delay in performing its obligations under these Terms and Conditions of Participation due to circumstances or influences beyond its reasonable control, such as strikes, work stoppages, accidents and interruption, loss or malfunction of utilities, communications or computer services (software or hardware) where such circumstances constitute force majeure as defined by applicable local law.

- 9.7 To the extent permitted by law, no other conditions, warranties or other terms will apply to the Promotion. All free-of-charge products are provided 'as is' and without any express or implied warranty (including, but not limited to, any implied warranty of satisfactory quality or fitness for a particular purpose).
- 9.8 The Promoter excludes any responsibility or liability in the event that participation and/or claiming of a prize requires the consent of a person with parental authority. This is your sole responsibility.
- 9.9 With the handover of the prize, the Promoter is in any case released from all obligations.

## 10. GENERAL

- 10.1 If any provision of these Terms and Conditions of Participation is found to be invalid, unlawful or unenforceable, this shall in no way affect the validity, legality and enforceability of the remaining provisions.
- 10.2 These Terms and Conditions of Participation and the entire legal relationship between participants and the Promoter shall be governed exclusively by Austrian law, excluding the conflict-of-laws rules; this shall not affect more favourable mandatory legal provisions of the country in which consumers are domiciled.
- 10.3 These Terms and Conditions of Participation may be amended by the Promoter at any time without separate notification or may also be amended accordingly by means of corresponding information in the competition. The latest version of these Terms and Conditions of Participation is published on the Promoter's website.
- 10.4 For general questions arising from these Terms and Conditions of Participation or in connection with the promotion, please contact: [office@redbullring.com](mailto:office@redbullring.com).

Date: March 21<sup>st</sup>, 2025