## TERMS OF PARTICIPATION – WIN a KTM 450 SX-F Factory Edition 2019

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

**THIS IS A GAME OF SKILL. NO ELEMENT OF CHANCE WILL DETERMINE THE WINNERS OF THE PROMOTION**

### 1. THE ORGANIZER

1.1 This Promotion is run by Red Bull Australia Pty Ltd, ABN 67 085 840 259, whose registered office is located at 55 Doody Street, Alexandria, NSW 2015 ("**Organizer**").

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

2.1 The title of the Promotion is Win a KTM 450 SX-F FACTORY EDITION 2019.

2.2 This Promotion is entirely free of charge to enter.

2.3 This Promotion starts on 18th November 2019, 12:00:00am AEST and ends on 31st January 2020, 9:00pm AEST (inclusive) ("**Promotional 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:

- You acknowledge that You are a natural person 18 years of age or older at the time of entry. Persons under the age of 18 years of age 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.

- The Promotion is only open to residents of Australia. 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.

- 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 prizes in this Promotion. The Organizer shall verify these conditions consulting its database at the time of the selection.

3.2 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.

### 4. RULES OF PARTICIPATION, SELECTION PROCESS AND THE PRIZE

4.1 The promotion will be conducted at The Star Gold Coast, 1 Casino Dr, Broadbeach QLD 4218 ("**Participating Venue**").

4.2 To be eligible to enter individuals must, during the Promotional Period, purchase any Red Bull drink from the Participating Venue during the Promotional Period ("**Qualifying Transaction**"). Individuals will receive an official entry form at the point of making a Qualifying Transaction while stocks of entry forms last. It is the responsibility of the entrants to ensure that they receive an entry form if one is not automatically provided to them.

4.3 To enter, individuals must then complete the official entry form in full, including telling us in 25 words or less why you should win a KTM 450 sx-f Factory Edition, riding with Toby Price at Willowbank ("**Grand Prize**") and/or one weekly prize ("**Weekly Prize**") and place it in the entry box provided at the Participating Venue during the Promotional Period. Winning weekly prize entries will be re-entered to the selection process for the main prize.

4.4 Multiple entries are permitted however only one (1) entry is permitted per Qualifying Transaction regardless of the number of drinks purchased in that transaction, a maximum of one (1) entry is permitted per person per day and each entry must be submitted separately and in accordance with entry requirements.

4.5 One participant will be selected by a panel of skilled judges as the prize winner based on the creativity of their entry.

4.6 The grand prize is:

- a KTM 450 sx-f Factory Edition. The grand prize recipient will be announced on 1st of February 2020 at 8:00pm AEST. The total value of the grand prize is $12,995 AUD. Grand Prize is not transferable or exchangeable and cannot be taken as cash. The KTM 450 sx-f Factory Edition will be provided to the grand prize recipient uninsured and unregistered (at a time arranged between Red Bull and the winner), the prize winner will be responsible for the insurance (from the time of collection) and registration of the vehicle as necessary. Red Bull takes no responsibility in this regard. Similarly any warranty on the vehicle is between KTM and the winner, Red Bull plays no part in the provision of a warranty for the vehicle.

- The lucky winner will also win a "Ride with Toby Price" experience. Conducted at Willowbank Raceway. Winner be collected from The Star Gold Coast and taken to the track on a date tbc in February. The winner will be provided with 1 week notice for the Toby Price Ride, should the winner not be available this part of the prize is forfeited.

4.7 The weekly prize is: a KTM T-shirt signed by Toby Price There are 11 weekly prizes. Each weekly prize recipient will be announced on each Tuesday commencing 26th November 2020 at 12:00pm AEST and conclude on Tuesday 4th February 2020 at 12:00pm AEST. The total value of the weekly prize pool is $1,100 AUD. Weekly prize is not transferable or exchangeable and cannot be taken as cash.

4.8 If the selected prize winners do not meet the eligibility criteria set out in these Terms, the Organizer will have the panel of skilled judges select the next most creative entry. If You are disqualified, the Organizer is under no obligation to publish this fact. The Organizer undertakes to ensure transparency and to log the selection process appropriately in order for the results to be verified.

4.9 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. Entries cannot be returned.

## 5. NOTIFICATION AND CLAIMING THE PRIZES

5.1 The contact details You provide with Your Promotion entry will be used to notify You of any prizes You are entitled to receive, so please make sure they are kept up to date and accurate.

5.2 The Organizer shall contact the prize winner using the telephone number or email address provided with the Promotion entry. On notification, the winner will be provided with details on how to claim the prize and will be given up until 14 days (from when the Organizer notified the winner that they were successful) to claim the prize. If the winner cannot be contacted or is not available, or has not claimed their prize within this period, the Organizer reserves the right to offer the prize to the next eligible participant, selected in accordance with the Selection Process in clause 4.

5.3 The prize is personal and non-transferable and may not be claimed by a third party on Your behalf.

5.4 A list of prize winners may be published on the Organizer's website. In the event that You are a prize winner You agree that the Organizer may disclose Your information e.g. first name, last name, nickname, in accordance with the above.

5.5 The maximum delivery term shall be no longer than 2 weeks from the end of the Promotion or the date the prize is claimed. Any delay in relation to delivery of the prize shall be communicated to the winner.

5.6 To the extent permitted by law, the Organizer reserves the right to replace any or all prizes with prizes 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 prizes You are entitled to receive are non-transferable and non-refundable.

5.8 The winner of the prize is liable for all taxes (including interest and penalties) due and payable to competent tax authorities in respect of any prize monies payable.

## 6. ORGANISER'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: www.redbull.com.au.

6.2 At any time during the Promotion, the Organizer reserves the right in its sole discretion to disallow, suspend, disqualify and/or remove any Participant if it has reason to believe that the Participant has failed to observe these Terms, is engaged in cheating, or where applicable any other kind of illegal or inappropriate behavior. 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 prize will be forfeited and/or an alternative winner will be selected in accordance with the Selection Process in clause 4.

## 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 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, inappropriate, 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 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, winners may be requested to take part in promotional activity and the Organizer reserves the right to use the names and addresses of winners of prizes, their photographs and audio and/or visual recordings of them in any promotional material to the extent each winner agrees. The Organizer will seek the consent of the winners, 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 AND DATA PRIVACY

The Organizer collects the Participant's personal information for the purposes of administering this promotion ("**Purpose**"). The Participant's personal information will be retained by the Organizer in accordance with the Australian Privacy Principles and the Privacy Act 1988 (Cth). If the Participant does not provide the personal information, the Organizer will not be able to enter the Participant into the Promotion or provide the Participant with information about products and future events. The Organizer may provide the Participant's personal information to Organizer's related entities and third parties in relation to the Purpose. For further information, including how the Participant can access and correct the personal information the Organizer holds about the Participant or to make a privacy complaint, please see the Organizer's privacy policy located at: https://policies.redbull.com/policies/RedBull.com_Australia/201806120208/en_AU/privacy.html

## 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 winner or any Participant 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 prize. Any limitation of liability shall be excluded for fraud, willful misconduct or gross negligence. Your statutory rights are not affected (including the Consumer

Guarantees under Schedule 2 of the Competition and Consumer Act 2010 which are not excluded from these Terms).

10.2 The Organizer excludes 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 failure to respect its contractual and legal obligations, in which case the Organizer still limits its liability for the abovementioned situations to the extent allowed by applicable law.

10.3 The Organizer 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 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 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, and without affecting the application of the Consumer Guarantees under Schedule 2 of the Competition and Consumer Act 2010, 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 prize 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 New South Wales, and the parties submit to the non-exclusive jurisdiction of the courts of New South Wales.

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 contact@redbull.com.

Created: 11th November 2019