

Terms & Conditions

(last updated on 04. April 2012)

1. General Information

1.1 Information about Us and the Website: The RedBull.com website offers you access to its interactive online websites, applications and services. The Website is operated by Red Bull GmbH, Am Brunnen 1, 5330 Fuschl am See, Austria (hereinafter referred to as "We", "Us", "Our" or "Ours" or "Red Bull"). These Terms and Conditions set out the rules which apply to the Website and its Services and Content that We make accessible to or permit Users to make available through Our service (referred to herein as "You", "Your", "Yours" or "User"). You should read these Terms and Conditions carefully as, amongst other things; they clarify the limitations of Our liability to You and govern the agreement between You and Us. If You do not agree to these Terms and Conditions You must not use the Website, the Content or the Services.

1.2 Acceptance of the Terms: By using RedBull.com or browsing any Service or Content You agree to be bound by the following General Terms and Conditions. In addition, certain additional rules are specific to individual Services, such as the Data Protection and Privacy Policy and any such rules shall be published on the Website and shall be deemed incorporated into the Terms and Conditions (together with any other schedules, appendices or exhibits incorporated by reference and links in these Terms and Conditions, collectively referred to herein as "Terms").

1.3 Changes to Our Terms: We reserve the right to review and revise the Terms from time to time. You will be notified in due time

of such changes and You will be deemed to have accepted any such changes if We do not receive a written objection in legally due time or if You use the Website, Services or Content subsequently to the posting of Our revised Terms. You should therefore check the Website from time to time to review the current Terms because they are binding on You.

1.4 Improvement of the Website: We encourage You to provide feedback on the quality and preferences of the Services, the Website and Content. In the event that You have a complaint, or You are aware that these Terms are being breached by a user or other third party, please contact Us. You can do this by emailing Us at Info@redbull.com.

1.5 Defined Terms: Words set out in these Terms starting with capital letters have the following meanings:

“Content” means all information, material and media, in particular text, data, artwork, graphics, photos, print, footage, software, sounds, music, recordings, videos and other moving and non-moving images and material created or contributed by Us and whether provided in stream, download, electronic data or any other form on or via the Website;

“IPR” means intellectual property rights which include, but are not limited to copyright, moral rights, registered designs, patents, trademarks, service marks, brands, design rights (whether registered or unregistered) semiconductor rights, database rights, trade secrets, rights of confidence and all other similar rights (including applications for the registration of any of the foregoing rights) and all other renewals and extensions thereof in any part of the world;

“Services” means the services such as the access, software, tools, computer programs (widgets) and Content made available to You via the Website;

“Website” means www.RedBull.com.

2. Copyright, trademarks and other intellectual property rights

Any Content and Services of the Website, including the Content and Services provided from Users, i.e. all text, logos, trademarks, graphics, artwork, sounds, music and software (including the Access Software) is protected by copyright, moral rights, registered designs, patents, trademarks, service marks, brands, design rights, semiconductor rights, database rights, trade secrets, rights of confidence and other similar rights (“IPR”). All IPR subsisting in the Website and its Content or Services is either owned by Us or licensed to Us. All rights remain reserved to Us or, if provided by a third party, to such third party (and even if any such Content or Service is not explicitly identified to be legally protected or registered, this does not imply any waiver by Us of applicable intellectual property rights with respect to any such Content or Service in its entirety or parts thereof). Even if any such trademark, name and logo are not explicitly identified to be legally protected or registered, this does not imply a waiver from Us as to applicable IPR in respect of any such trademark, name or logo. You may not reproduce, copy, post, republish, broadcast, record, transmit or edit any Content, materials or part(s) thereof without Our express prior written consent, nor do or attempt to do anything which infringes Our IPR or any IPR licensed to Us or owned by a third party. The

same shall apply to ideas and concepts that the Website, any of its Content or Services is based on, even if not protected by IPR law. **Any reproduction of the Content, the Services or part thereof shall be expressly agreed to by Us and clearly marked by User with Our copyright sign, as follows:**

© Red Bull GmbH.

3. User Registration

3.1 Registration and Account In order to access or use some features of the services, as of the newsletter service you may have to become a registered User. In order to register You must be aged 16 years or over. You may register by filling in Our Registration Form. You may only register if, you (a) have accepted Our Terms; (b) have provided Us with complete and accurate information for the registration; and (c) if registering by filling in Our Registration Form, have received a registration confirmation with Your Username and Password for the Website from Us via email (the "Account"). You may only register one Account at the Website. Certain Content or Services may be made accessible or non-accessible to certain Users, for instance by establishing different access levels differentiating between certain groups of Users, at Our sole discretion.

3.2 Username and Password: By registering with Us You warrant that the information given for Your Account (together with any other information which You may from time to time provide to Us, whether as part of the registration process or otherwise) is complete, true, accurate and not misleading in any way. You are responsible for notifying Us of any changes to such information in order to ensure that it remains up-to-date. You must keep Your Username

and Password details secure at all times. You are responsible for all activity that occurs on Your Account, whether impliedly or expressly authorised by You or not. You must immediately notify Us of any unauthorized use on Your Account. You may be liable for losses incurred by Us or any other User or visitor to the Website due to someone else using Your Account. You must not use an Account belonging to someone else. We will not be liable for any loss or damage arising from Your failure to comply with these obligations. We will not modify Your Username without consulting You.

Please note that Your Username may be displayed on the Website (e.g. with Your feedback, comments or content).

4. User' s Rights and Obligations

4.1 Your Rights for "Personal Use": We grant You and other Users the right to access the Website and to use the Services and Content as made available from time to time. You may download or copy Content or retrieve Services from the Website for your private usage in form of non-commercial viewing, copying and sharing, where technically allowed (hereinafter "Personal Use). Any further use of the Content or the Services, in particular any use for third parties' or Your own interests, activities, services or products, is strictly prohibited.

4.2 Your obligations: You agree that Your obligations in connection with the Website, the Content and Services include that:

(i) You must not copy, reproduce, republish, publicly display, translate, offer, transmit, upload or distribute in any way (including "mirroring") any part of the Website or any Content or Service to

any other computer, server, Website or other medium for publication or distribution, except as expressly provided in these Terms or otherwise agreed to by Us in writing;

(ii) You must not use the Content or Services for commercial uses, including without limitation the sale of access to the Website, Services or Content, except as expressly provided in these Terms or otherwise agreed to by Us in writing;

(iii) You must not modify, alter or adapt any part of the Content or Services (each an "Adaptation") without Our prior written consent. In the event that We give Our consent to any Adaptation, You acknowledge and agree by requesting such that We shall obtain the irrevocable, worldwide, perpetual, non-exclusive, transferable, fully paid up and unlimited rights to exploit any Adaptation and all materials, whether provided by Us or not as well as all parts thereof, in particular, but not limited to, any edit, cut or excerpt and all other materials created by You or Your affiliates, employees, sublicensees, contractors or any other person or entity, pursuant to or related to the Content, Services or Adaptation, free of charge and in any known or yet unknown kind of use upon its creation;

(iv) You must not modify, decompile, reverse engineer, disassemble or create derivative works based on any software, on the Website;

(v) You must not (or attempt to) hamper, disable, interfere or attempt to interfere with the Website or any part of it (including its security-related features or any transaction as may be concluded on the Website) or in any way reproduce or circumvent the navigational structure of the Website, to obtain or attempt to obtain any Content or Service through any means other than as intentionally offered

under the Website;

(vi) You must not cast a negative light on Us, Our affiliates or on Our or their activities, business or brands. You shall in particular refrain from using any Content in connection with: (a) illegal products, content, services or materials; (b) any products, content, services or materials concerning or relating to obscenity, pornography or similarly adult-themed material; (c) coverage of accidents, assaults, catastrophes or riots; and/or (d) competing products (in particular beverages containing caffeine, taurine or guarana)

(vii) You must not use the Website, Content or Services for any unlawful purpose or for the publication of, linking to, issue or display of any unlawful material (such terms to include, but not be limited to, any pirated software or any material which is obscene, threatening, malicious, deceptive, harmful, abusive, defamatory, intimidating, discriminatory on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability) or which breaches the rights (including, but not limited to IPR) of Us and/or any third party or which encourages or procures any criminal activity or contains any virus, trojan horses or other harmful code or script;

(viii) You shall comply with all applicable laws and regulations in using the Website, Content and Services and You agree not to infringe the rights of Us, Our affiliates, any other User or other third parties.

(ix) You shall observe and comply with any data volume limit which may apply to the Website, Content or Services.

4.3 No advertising: You are not permitted to use the Website, Content or Services for the purpose of advertising or for the purpose of displaying information in connection with any commercial activities, services or products, except as expressly provided in these Terms or otherwise agreed to by Us in writing.

4.4 Assignment: These Terms and any rights and licenses granted hereunder may not be transferred or assigned by You without Our express prior written consent. In the event that You transfer or assign any right, obligation or duty, You undertake, represent and warrant that: (i) any assignment of rights or obligations granted hereunder is not contrary to or incompatible with each and any provision of these Terms; and (ii) each obligation and duty towards Us is duly imposed upon and entirely complied with by each assignee. Even after an assignment You will not be relieved from any of Your obligations and duties towards Us hereunder. An assignment of Our rights or obligations may be conducted by Us at Our sole discretion.

4.5 Modifications to the Service: We reserve the right to review, revise, modify, improve or discontinue the Website, Our Service or Content from time to time, without giving You prior notice. Such content-related and technical reviews and any maintenance work in relation thereto may include without limitation, the extension or modification of the subject areas made available through the Website and the adaptation of the technical formats comprising the Services or the Content. Access to the Website and its Services or Content may therefore be suspended temporarily or permanently and without notice in the case of system failure, maintenance, review or repair, or for reasons beyond Our reasonable control. We shall not be liable if, for any reason, the Website, any Content or Service is unavailable. You are aware that We may cease the provision of the

Website, its Content or Services at any time. In any event We shall not be obliged to provide maintenance or support services.

5. User Content

5.1 We may now or in the future permit Users to post, upload, transmit through, or otherwise make available through our Services (collectively, "submit") messages, text, illustrations, data, files, images, graphics, photos, comments, sounds, music, videos, information, content, and/or other materials ("User Content").

Subject to the rights and license You grant herein, You retain all right, title and interest in your User Content. We do not guarantee any confidentiality with respect to User Content even if it is not published through our Services. It is solely Your responsibility to monitor and protect any intellectual property rights that You may have in Your User Content, and we do not accept any responsibility for the same.

5.2 You acknowledge and agree to be solely responsible for Your submitted User Content. You represent and warrant that You are the owner of all IPR to the User Content and that the User Content does not: (i) include the sale of advertising, sponsorships or promotions; (ii) violate public policy; (iii) infringe third parties rights, e.g. personal rights (especially to one's own image), IPR such as trademarks, patents, copyrights or any other IPR protected by law; or (iv) contain material that is unlawful or will promote illegal or unlawful activities.

5.3 You represent and warrant that all necessary rights, permissions, consents and moral rights' waivers have been duly and effectively obtained from any participant, performer, presenter, contributor or other person involved in the User Content or rights,

services or facilities in connection with it and that You are authorized to dispose over such rights at Your sole discretion and to the extent provided for herein. As a User You also warrant that the User Content is not insulting, offensive, degrading, racist or harassing to individuals or groups of people.

5.4 By submitting any User Content to the Website You hereby grant to Red Bull, its parents, subsidiaries and affiliated companies, and each of their respective agents, licensees, successors and assigns, a worldwide, unlimited, non-exclusive, royalty-free, irrevocable, transferable and perpetual right and licence (including the right to sub-licence to any third party) to use, reproduce, distribute, publish, prepare derivative works of, display, exhibit, digitize, synchronise, display, reproduce and otherwise exploit your Content for any purpose whatsoever by any and all means in any and all media (whether now known or hereafter devised) including, without limitation, for the purposes of Our business and the businesses of our affiliates, licensees, assignees, parents, subsidiaries and their related companies and for advertising and publicising Us and Our products and services and for use on the Website. We agree however that any distribution of content in accordance with this paragraph shall only be undertaken by Us free of charge. You agree that you shall not be entitled to any fees or additional consideration for use in accordance with this paragraph.

5.5. You grant to Us the right (but not the obligation) to use Your biographical information including, without limitation, name, image, voice, biography, likeness and geographical location in connection with the broadcast, print, online or other use or publication of Content on the Website and otherwise in accordance with paragraph 5.4 above. Furthermore, You also grant other Users permission to

access your User Content and to use, reproduce, distribute, create derivative works based upon, publicly display, publicly perform, transmit, and publish your User Content for personal, non-commercial use as permitted by the functionality of our Services and these Terms of Use. Notwithstanding the foregoing, you waive any and all claims You (or any copyright holder) may now or later have in any jurisdiction to so-called "moral rights" or rights of "droit moral" with respect to the User Content.

5.6 You represent, warrant, and covenant that you will not submit any User Content that:

- (i) casts a negative light on Us, Our affiliates or on Our or their activities, business or brands. You shall in particular refrain from using or submitting any Content in connection with: (a) illegal products, content, services or materials; (c) coverage of accidents, assaults, catastrophes or riots; and/or (d) competing products (in particular beverages containing caffeine, taurine or guarana);
- (ii) impersonates another or is unlawful, threatening, abusive, libellous, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, pornographic, or otherwise objectionable, or otherwise violates any applicable law;
- (iii) encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law;
- (iv) is an advertisement for goods or services or a solicitation of funds;
- (v) includes personal information such as messages which identify phone numbers, social security numbers, account numbers, addresses, or employer references;
- (vi) contains a formula, instruction, or advice that could cause harm or injury; or

(vii) contains any virus, trojan horses or other harmful code or script. Moreover, any conduct by a User that in Our sole discretion restricts or inhibits any other User from using or enjoying our Services will not be permitted.

5.7 We have the right, but not the obligation, to monitor User Content. We have the right in our sole discretion and for any reason whatsoever to edit, refuse to post, remove, or disable access to any User Content.

6. Indemnification

You agree to fully indemnify and hold Us, Our affiliates, officers, directors, shareholders, employees and agents harmless in respect of all liabilities, damages, claims, actions, expenses, demands or costs (including any legal fees in relation to such claim or damages) incurred by Us arising from, or in connection with: (i) your use of our Services; (ii) User Content provided by you or through use of your Membership; (iii) any actual or alleged violation or breach by you of these Terms of Use; (iv) any actual or alleged breach of any representation, warranty, or covenant that you have made to us; or (v) your acts or omissions. You agree to cooperate fully with us in the defense of any claim that is the subject of your obligations hereunder.

7. Newsletter Consent

In order to keep You updated We may send You Our newsletter and other communications regarding Content, Services, offers, promotions and events from Us, Our affiliates and partners via email and telephone , under the condition, that You gave us Your consent

to this. You may object to this and revoke Your consent at any time via email to: info@redbull.com

8. Disclaimer and Limitation of Liability

8.1 We make no express or implied representations or warranties of any kind (and all representations and warranties are expressly disclaimed to the fullest extent permitted under applicable law) with respect to the accuracy, quality, workmanship, timeliness (including in respect of delivery), operability, merchantability, availability, or completeness of the Website, Services, Content or towards the non-infringement of industrial or intellectual property or any other rights of third parties or the fitness of the Content for a particular purpose. Any decisions or action taken by You on the basis or in relation to the information, Content or Services provided on or via the Website are at Your sole discretion and risk. You must be aware that any action, activity and/or information displayed or provided on or via the Website is conducted by trained and experienced professionals and it is Your responsibility to take precautions and use common sense when using the Website, Content or Services.

8.2 You acknowledge and agree that You access and use the Website, Content and Services at Your own risk on an "as is" and "as available" basis and that We are not liable for any errors or omissions in any Content, Service, any availability or delivery (including without limitation whether caused by interruption, deletion, delay in operation, transmission, communication line, errors, omissions or computer virus, trojan horses, or other harmful code or script).

8.3 We do not warrant that the Website, the Content or the Services

will be error-free or uninterrupted or that defects will be corrected. We reserve the right at any time and without notice to remove the Website, Content or Services (or part thereof) for whatever reason, or to interrupt the operation of the Website, Content or Services (or part thereof) as may be necessary to perform routine or non-routine maintenance, error correction or other changes.

8.4 We sometimes provide hyperlinks and/or advertisements to other Websites that are not owned or controlled by Us. We accept no responsibility or liability for any material supplied by or contained on any third party Website which is linked from or to Our Website. Neither are We responsible for any third party's Websites and You visit such Websites entirely at Your own risk.

8.5 Subject to paragraphs 8.7 and 8.8 below, You agree that We, Our and Our affiliates' employees, directors, distributors, licensors and agents shall not be liable, whether such liability arises in contract, tort (including without limitation negligence) or otherwise, for any (i) loss of business, opportunity, use, profit, anticipated profit, contracts, revenue, goodwill or anticipated savings or (ii) loss of data or use of data, whether direct, indirect, consequential or special and whether arising in connection with the use of or attempt to use the Website, the Content or the Services, the inability to use these items, interruption or termination of Our provision of the Website, Content or Services and even if We have been advised of the possibility of such damages occurring.

8.6 In any event, to the fullest extent permitted by applicable law, We shall not be liable for any damage or loss, whether direct or indirect, that You may suffer as a result of a failure by Us to deliver the Content or Services for any reason, including but not limited to

access delays or interruptions, data non-delivery or mis-delivery, failure to deliver the Content or Services due to server failure or any event of force majeure including without limitation, acts of God, war or terrorism, breaches of security or unauthorised use of personal data arising from hacking and/or failure or lack of reception of networks. The exclusion set out in this section shall apply even in the event that the loss or damage suffered by You was or should have been foreseen by Us and/or You told Us of the risk of You suffering the loss or damage in question.

8.7 Nothing in these Terms shall limit or exclude Our liability for death or personal injury caused by Our negligence, for fraud or fraudulent misrepresentation, or for any other type of liability which cannot be limited or excluded by applicable law.

8.8 Nothing in these Terms shall affect any statutory rights which You may be entitled to as a consumer.

9. Termination and Suspension

9.1 We reserve the right to suspend, restrict or terminate Your Account and/or access to this Website at any time, without notice and at Our discretion, where You are or We suspect that You may be in breach of these Terms, or where Your use of the Website, Content or Services may be causing damage to stems or other technical installations. In addition, a breach of the Terms may constitute a fraudulent offence and result in legal claims and damages as well as criminal prosecution.

9.2 All disclaimers, indemnities and exclusions in these Terms shall survive the termination of these Terms.

10. Data Protection and Privacy Policy

10.1 Information, data and material, which You provide to Us as part of the registration process or thereafter, as well as other information, data and material, which You may supply to Us is subject to Our Data Protection and Privacy Policy. The current version of Our Data Protection and Privacy Policy shall be deemed incorporated into these Terms.

10.2 Other than personally identifiable information and data, which is covered under Our Data Protection and Privacy Policy, any information, data and material You transmit or post to or via the Website shall be considered non-confidential and non-proprietary and You hereby grant Us a perpetual, irrevocable, non-exclusive, royalty-free licence to use such information, data and material throughout the world as We see fit including copying, disclosing, distributing, incorporating and otherwise using such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes. You represent and warrant that all information, data and material You transmit or post to the Website is owned by You and that You have all necessary rights to grant the licence above.

11. Severance

Each provision of these Terms shall be constructed separately and independently. The effectiveness of these Terms shall not be impaired if any provision of these Terms should be completely or partially invalid or unenforceable. In this case, such provision shall be limited or eliminated to the minimum extent necessary and

replaced with a valid provision that best embodies the intent of these Terms, so that these Terms remain in full force and effect.

12. Governing Law and Jurisdiction

These Terms shall be governed by and construed in accordance with Austrian law. All disputes arising out of or in connection with these Terms, including any questions regarding its existence, validity or termination, shall exclusively be settled by the court responsible for commercial matters in Vienna's First District in accordance with the law in force in Austria, without reference to its conflicts of law provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980, shall be excluded.

13. Language

The original version of the Terms is in English language. Any translated version is for Your convenience and information only. In case of disputes the English text shall prevail.

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