

FORMULA 1 HEINEKEN SILVER LAS VEGAS GRAND PRIX 2023 TICKET BACK TERMS AND CONDITIONS

The promoter of the FORMULA1 HEINEKEN SILVER LAS VEGAS GRAND PRIX 2023 ("Event") is LAS VEGAS GRAND PRIX, INC. ("Promoter"). Each ticket for the Event at the Las Vegas Strip Circuit ("Circuit") is a revocable license that grants entry into the Circuit grounds and a seat or standing location (as specified on the ticket), for the Event. The person seeking entry pursuant to such license, and any accompanying minors (collectively, "Holder"), agrees that such license is subject to these terms and conditions, including, but not limited to, any documents incorporated by reference, as amended or supplemented from time to time by Promoter in accordance herewith ("Terms and Conditions") and by purchase, acceptance and/or use of such license, Holder is deemed to have read and agreed to the Terms and Conditions. Failure to comply with these Terms and Conditions shall result in forfeiture of the license and all rights arising under it without refund and entitle Promoter, Formula One World Championship Limited ("FOWC"), Formula One Marketing Limited ("FOML") and their affiliates to pursue all legal remedies. Admission may be refused or revoked, and Holder may be ejected for any reason in Promoter's sole discretion.

ALL TICKET SALES ARE FINAL. NO REFUNDS OR EXCHANGES EXCEPT AS PROVIDED HEREIN. THE SOLE AND EXCLUSIVE REMEDY if admission is refused or revoked without cause, capacity limits result in ticket cancellation, or the Event is canceled and not rescheduled for any reason, is a refund of up to the ticket's face value set by Promoter ("Face Value"). Promoter's liability for breach of the Terms and Conditions shall not exceed Face Value. **IN NO EVENT SHALL PROMOTER, FOWC OR ANY OF THEIR AFFILIATES BE LIABLE FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES OF ANY KIND, WHETHER OR NOT ANY SUCH DAMAGES ARE REASONABLY FORESEEABLE, INCLUDING ANY AMOUNT PAID IN EXCESS OF FACE VALUE FOR THE TICKET.** ANY DISPUTE OR CLAIM IN ANY WAY RELATED TO THE TICKET OR THE EVENT SHALL BE RESOLVED BY MANDATORY, CONFIDENTIAL, FINAL, BINDING ARBITRATION BEFORE JAMS IN LAS VEGAS, NEVADA pursuant to ITS Streamlined Rules. ALL DISPUTES SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS APPLYING NEVADA SUBSTANTIVE LAW. HOLDER UNDERSTANDS THAT THEY ARE WAIVING THEIR RIGHT TO A COURT OR JURY TRIAL AND ANY RIGHT TO ASSERT ANY CLAIM AS A CLASS ACTION, REPRESENTATIVE ACTION, OR CLASS ARBITRATION. IF HOLDER DOES NOT CONSENT TO THIS CLAUSE, HOLDER MUST LEAVE OR NOT ENTER THE CIRCUIT GROUNDS. THIS CLAUSE IS GOVERNED BY THE FEDERAL ARBITRATION ACT.

Tickets to the Event are strictly non-transferable and not for resale except in the manner authorized by the Promoter. Tickets may only be purchased through authorized agents. Tickets obtained from sources other than Promoter, or its authorized agents will not be honored. If a ticket is resold or transferred for profit or for commercial gain (including as part of a promotion or prize) without Promoter's or FOWC's authority it will become void, and the Holder may be refused entry to or be ejected from the Circuit grounds. Illegible tickets shall be void. Tickets may not be used for, or in connection with, any form of commercial purposes including, any advertising, promotions, contests, giveaways, packaging with hospitality or other products, and/or sweepstakes, gambling or gaming activities, without the express written consent of Promoter.

None of the Promoter, the *Fédération Internationale del'Automobile* ("FIA"), FOWC or their respective affiliates guarantee that a session or day of the Event will take place at the date and time indicated on the ticket. Event (and gates opening) dates/times are subject to change at Promoter's sole discretion. No such change shall entitle Holder to a refund or remedy for any reason, including if Holder cannot attend the Event on the date/time scheduled. There are no refunds if a session or day of the Event is delayed, interrupted, or not completed. Holder may be relocated at Promoter's sole discretion and no relocation shall entitle Holder to a refund or other remedy if Holder is relocated to a location of comparable Face Value. If Holder is relocated to a location with a materially lower Face Value, Promoter shall provide Holder with an equitable adjustment in an amount not less than the difference in price between the applicable Face Values.

Holder must comply with all Promoter policies notified to the Holder, including any policies addressing security and fan conduct, health and safety, and bags. Holder and Holder's belongings may be searched or assessed upon entry to the Circuit and while at the Circuit. Holder may not bring to the Circuit grounds or seek entry to the Circuit grounds while in possession of: (a) bottles, cans, glass vessels or your own food and drink (unless and only to the extent permitted by Promoter policies); (b) illegal substances (including marijuana) or any article that might be used or interpreted as a weapon and/or compromise public safety or enjoyment of the Event including knives, bladed items, fireworks, smoke canisters, personal protection sprays, air-horns, vuvuzelas, whistles, flares, firearms, ammunition, weapons, or dangerous or hazardous items; (c) drones or similar equipment, phone jammers, radio scanners, walkie-talkies, laser devices, selfie sticks; (d) bicycles, roller-skates, skateboards, scooters, segways, strollers; (e) items that could in the option of the Promoter be used to sabotage or damage property; (f) animals, except for registered service animals, or (g) items of a political, religious or other similar nature or items bearing offensive slogans or messages ("Prohibited Items"). Any person in possession of Prohibited Items may be refused entry to or ejected from the Venue or may only be permitted to remain in the Venue if any such Prohibited Items are surrendered. **Prohibited Items may be confiscated.** Any surrendered or confiscated Prohibited Items will be deemed to have been surrendered irrevocably and voluntarily and may be disposed of by the Promoter without any liability. Holder consents to such searches and assessments and waives all related claims. If Holder does not consent, Holder acknowledges Promoter has the right to deny or revoke Holder's admission without refund. Holder may not bring into, use, distribute or display (whether for free or not) within the Circuit grounds any sponsorship, promotional or marketing materials or do any other thing which might cause a reasonable person to believe that Holder has a sponsorship arrangement with the Promoter, the Event or FOWC or its affiliates. **Promoter reserves the right to deny or revoke the admission of person who it determines, in its sole discretion, poses a risk to the health or safety of other attendees or whose conduct violates these Terms and Conditions, any Promoter policies, or is otherwise disorderly (or complicit therein) without refund.**

Holder agrees not to make, create, store, record, transmit, display, distribute, exploit, misappropriate or sell (or aid in such activity) (1) in any form, any description or account (whether text, data, visual or audio-visual, and including official timing, results, performance, telemetry, weather or race control data) of the Event or related events (collectively, "Descriptive Data") for any commercial or non-personal purpose; (2) any images, videos, audio or other form of display or public performance or reproduction of any portion of the Event or related events ("Works") for any commercial or non-personal purpose; or (3) livestreams of any portion of the Event or related events ("Livestreams"). Equipment that enables Holder or its guests to engage in any of the aforementioned forbidden activities is not permitted at the Event and will be confiscated. Personal electronic devices (including still image cameras, mobile phones, and other handheld personal communications devices) are permitted at the Event, provided that any Works, Descriptive Data, and any image, including photographic images and any still pictures derived or capable of being derived from Works ("Image") of the Event that is recorded, stored and/or created thereon is used for personal and non-commercial purposes only. Holder agrees that by causing their ticket to be scanned upon entry, Holder shall be deemed to have signed the ticket and agreed that: (a) the use of any such Works, Descriptive Data, or Image for any form of public advertisement, display, commercial gain or for any other purpose (except for Holder's private enjoyment) without the prior consent of FOWC is strictly forbidden and will constitute a breach of these Terms and Conditions for which Holder may be liable; (b) upon Promoter's or FOWC's request, Holder shall assign to FOWC in writing the copyright and all other intellectual property in any Image, Descriptive Data, Livestreams or Works that Holder creates, makes, stores or records of, at or in relation to the Event; and (c) Holder has granted to FOWC an exclusive worldwide, irrevocable, perpetual, sub-licensable, royalty-free license to all rights associated with any Image, Works, Livestreams, and Descriptive Data. Holder grants irrevocable permission to FOWC and any third party authorized by FOWC from time to time to use, publish, distribute, broadcast and/or alter Holder's image, likeness, voice, actions and statements in any medium, including audio, video, or images of the Event for any purpose, worldwide and in perpetuity, without further authorization or any compensation, and waives all personality and privacy rights, claims and potential claims relating to such use unless prohibited by law.

HOLDER AGREES THAT MOTOR RACING, THE EVENT, AND CERTAIN ACTIVITIES ASSOCIATED WITH THE EVENT (including, without limitation, SUPPORT Races AND OTHER RELATED EVENTS) ARE DANGEROUS AND HOLDER AGREES TO ATTEND AT THEIR OWN RISK AND VOLUNTARILY ASSUMES ALL RISKS, HAZARDS AND DANGERS incidental to the Event and related events, including, without limitation, the risk of injury (including death, paralysis, head or other bodily injury, broken bones or burns), exposure to noxious chemicals and gases (including automotive exhaust or smoke from automotive fires), damage to hearing from loud noises (including automotive noise, crowd noise and loud music), exposure to communicable diseases, viruses, bacteria or illnesses or the causes thereof, or lost, stolen or damaged property, whether occurring before, during, or after the Event, however caused. Promoter, the Event's sanctioning bodies, the FIA (inclusive of any employee, representative, agent, or contractor acting on its behalf), FOWC and its affiliates, including Formula One Management Limited, Formula One Licensing B.V., Formula One Asset Management Limited, Formula One Hospitality and Event Services Limited, Formula Motorsport Limited and FOML, persons involved in the organization of the Event (including officials, marshals, rescue and medical staff), the competitors and drivers (such parties to include, where relevant, all directors, officers, employees, agents, contractors and affiliated companies) (collectively, "Releasees"), are not responsible for any loss or damage howsoever caused to Holder or Holder's property to the maximum extent permitted by law. AN INHERENT RISK OF EXPOSURE TO COVID-19 EXISTS IN ANY PLACE WHERE PEOPLE ARE PRESENT. COVID-19 IS AN EXTREMELY CONTAGIOUS DISEASE THAT CAN LEAD TO SEVERE ILLNESS AND DEATH. ACCORDING TO THE CDC, SENIOR CITIZENS AND THOSE WITH UNDERLYING MEDICAL CONDITIONS ARE ESPECIALLY VULNERABLE. BY ENTERING CIRCUIT GROUNDS, HOLDER VOLUNTARILY ASSUMES ALL RISKS RELATED TO EXPOSURE TO COVID-19.

Promoter is not responsible for lost, stolen, destroyed, duplicated or counterfeit tickets and may refuse to honor same. Use of tickets in violation of law is prohibited and will result in seizure, revocation and/or forfeiture of the license without refund.

Promoter reserves the right to make amendments to these Terms and Conditions from time to time where it has a valid reason to do so (including a change in the operational, security or health and safety requirements of the Promoter and/or the Circuit). Any material changes will be notified to you by the Promoter at the email address you provided at the time you purchased by your tickets.

Severability Clause; Use of "Include"

If any provision of this revocable license is determined to be invalid, illegal, or unenforceable, it shall be deemed severed and not affect the enforceability of any other provisions, which shall be enforced as if the revocable license did not contain the invalid, illegal, or unenforceable provision. The terms "include", "including" and variations thereof used in this revocable license (irrespective of whether such terms are followed by "without limitation") are used to introduce examples and shall not be construed to suggest that such examples constitute an exhaustive list.

PADDOCK CLUB AND HOSPITALITY TERMS AND CONDITIONS

These terms and conditions ("Terms and Conditions") are applicable to purchasers (each, a "Client") of a Paddock Club or hospitality package ticket for the FORMULA 1 LAS VEGAS GRAND PRIX (the "Event") to be held at the Las Vegas Strip Circuit in Las Vegas, Nevada (the "Circuit"). The terms set forth below are in addition to the general ticket back terms for the Event (the "Ticket Back Terms"), which can be viewed at f1lasvegasgp.com/ticket-terms. ALL TICKET SALES ARE FINAL. NO REFUNDS OR EXCHANGES EXCEPT AS PROVIDED HEREIN OR IN THE TICKET BACK TERMS.

The Client is granted a license to use the designated seating area(s) at the Event set forth on the relevant order form (the "Order Form") and confirmation for such Client (the "Licensed Area"), and certain other benefits as expressly described herein. All tickets for the Event are

revocable licenses granted by the promoter of the Event, Las Vegas Grand Prix, Inc. ("Promoter"). The Licensed Area may be accessed only by persons who are holding appropriate tickets or credentials for admission to such Licensed Area. The portions of the Circuit to which tickets are being sold are owned or controlled by Promoter or its affiliates. Client's use hereunder shall solely arise from the license granted herein. Client and Client's guests shall be entitled to use the Licensed Area and parking areas (if any) only at times for which appropriate tickets for admission to the Licensed Area have been obtained and the Circuit is open for use by ticket-bearing members of the public. Client will make its guests aware of these Terms and Conditions and the Ticket Back Terms. Client's guests will be bound by and will observe these Terms and Conditions and the Ticket Back Terms to the same extent as Client.

Tickets to the Event are strictly non-transferable and not for resale except in the manner authorized by the Promoter. No ticket for the Event may be on-sold or offered for resale for any form of fee or reward without the prior written consent of the Promoter first being obtained and without complying with these Terms and Conditions in all respects. Resale or an offer to resell tickets at any price while at or near the Circuit is strictly prohibited.

All tickets must be purchased or obtained directly from Promoter, its affiliates or its nominees or through an official ticket provider authorized by Promoter. Promoter, in its sole discretion, may refuse to accept Order Forms or cancel ticket orders from anyone it believes intends to offer a ticket for resale contrary to these Terms and Conditions. Any attempt to present a ticket bought, acquired or obtained from an unauthorized vendor may lead to refusal of admission to the Event. It is the Client's responsibility to check any Order Form and confirmation from Promoter and to notify Promoter as soon as possible of any error contained therein. Promoter shall have no liability to the Client in the event of any error on an Order Form and shall not be obliged to refund or replace any ticket that contains an error that derives from the relevant Order Form. It is the Client's responsibility to promptly inform Promoter of any change to the contact, billing or delivery address, telephone number, email address and any other information the Client provided on the Order Form at the time of booking the tickets.

Promoter shall be under no obligation to issue any tickets or provide any other benefits in relation to the Licensed Area until promoter approves and confirms the Order Form and the total purchase price in cleared funds no later than the date specified by Promoter and time shall be of the essence in this regard. Any tickets with respect to which cleared funds are not timely received may be resold by Promoter. Client acknowledges that Promoter may, from time to time, establish reasonable rules and regulations governing the Event, the Circuit and the Licensed Area. Without limiting the generality of the foregoing, such rules and regulations may, among other things, establish the following: (i) standards of conduct and dress for patrons or users of the Licensed Area, (ii) limitations on the access to and use of common areas in the Circuit, and (iii) such other terms and conditions as the F1 Entities (as defined below) may request the Promoter to include and enforce from time to time. Notice of any such rules and regulations shall be given in such a manner as Promoter may elect. Client and Client's guests shall comply with all such rules and regulations.

Subject to availability and in their discretion, Promoter or the F1 Entities may permit the Client or their guests to participate in a guided tour of certain restricted areas of the Circuit ("Restricted Access Tours"), the availability of which shall be notified to the Client from time to time. Promoter and the F1 Entities reserve the right to require at any time that each Client wishing to participate in any Restricted Access Tour sign a waiver and release of liability form(s) as a condition of being granted access to the Restricted Access Tour.

The resale, license, or sublicense by Client of the license granted to the Licensed Area is prohibited without the prior written consent of Promoter. If tickets to the Licensed Area or other benefits are found to be offered on an unauthorized website or other advertisement for resale, license, or sublicense, Client shall be in default of these Terms and Conditions and Promoter may take any action contemplated by these Terms and Conditions, including revoking the licenses granted without refund. Client and Client's guests shall adhere to the directions of Promoter and Promoter's representatives with respect to access to and behavior in the Licensed Area.

Client shall receive the number of admission tickets to the Circuit set forth on the Order Form for access to the Licensed Area for the Event, subject to these Terms and Conditions and the Ticket Back Terms. Unless otherwise specified on the Order Form and confirmation, parking for the Event shall not be included and the Event Price (as defined below) does not include the cost or price of parking.

Promoter is exclusively entitled to procure or authorize the provision of all catering, food and beverage services for the Licensed Area and may appoint the caterers and such other persons as it deems fit (in its sole discretion) to provide such catering, food and beverage services. Clients and their guests are permitted to consume such food and beverages as are provided in the Licensed Area by the caterers and other persons free of charge (except for any food or beverages that Promoter notifies Client involve a separate charge) but are not permitted to bring food or beverages of any description into the Licensed Area without the prior written consent of Promoter. To the extent Client or Client's guests purchase food or beverages for that Promoter notifies Client involve a separate charge, Client or Client's guests shall promptly pay for such purchases at the time of purchase or promptly following receipt of an invoice from Promoter, Promoter's concessionaire, or other vendor, as applicable. If Client provides a credit card to Promoter, Client authorizes Promoter to charge such credit card in connection with any such purchases.

Client hereby acknowledges and agrees that Client is not entitled to any refund, discount, or other remedy should there be a reduction, decrease, or change in the (i) total number of days comprising the Event, or (ii) duration or total number of warm-up, practice, qualifying, or championship motor racing sessions and/or supporting events.

Client and Client's guests are prohibited from using the Licensed Area or other benefits licensed hereunder for advertising, promotional, or commercial purposes (including, without limitation, prizes, competitions, contests, sweepstakes, gambling or gaming activities) without the prior written consent of Promoter. If the Licensed Area or other benefits licensed hereunder are found to have been used for advertising, promotional, or commercial purposes without the consent of Promoter, Client shall be in default of these Terms and Conditions and Promoter may take any action contemplated by these Terms and Conditions, including, without limitation, revoking the licenses granted without refund.

Client and Client's guests shall at all times maintain proper decorum and dress (as determined by Promoter) while using the Licensed Area and shall comply with all present and future laws, ordinances, orders, rules and regulations of all duly constituted governmental authorities, and will not suffer or permit to remain any use or manner of use in violation thereof. Promoter reserves the right to refuse or restrict entry to the Circuit, and may request the departure from the Circuit, of any person Promoter deems to be dressed or behaving inappropriately, under the influence of alcohol or illegal substances or not complying with these Terms and Conditions or any applicable laws, ordinances, orders, rules or regulations.

Except as agreed by the Promoter in writing or as set forth in these Terms and Conditions, Client and Client's guests shall not make any alterations, changes, additions or improvements to the Licensed Area. Client and Client's guests shall keep and maintain the Licensed Area in good repair, order and condition, and shall reimburse Promoter, upon Promoter's demand, for any costs incurred by Promoter to repair any damage (ordinary wear and tear excepted) directly or indirectly caused by Client or Client's guests, whether such damage is to the Licensed Area, any other area of the Circuit or to any property of Promoter (or Promoter's affiliates or business partners) therein, which property shall include, for the avoidance of doubt, any fixtures, furniture, equipment, televisions, glassware, surfaces, artwork or structures.

Where the Client is permitted use of a dedicated area (as determined by Promoter), the Client may, at its own cost, decorate or theme the inside of such dedicated area, provided that: (a) no items displayed (including signage) are visible from the outside of such dedicated area unless the Client has obtained the prior written consent of Promoter, and (b) the Client ensures that any and all references to the name of the Event (or to any other round of the FIA Formula 1 World Championship™ (the "Championship") that appear in or on any materials located inside (or accessible from) such area correctly refer to the full and official name of the Event or the full and official name of any other round of the Championship, as applicable, and have been approved in writing in advance by Promoter. Unless otherwise agreed in writing between the Client and Promoter, the Client is fully responsible and liable for transporting all decorating/theming materials and other property belonging to it and for any damage caused by such materials or property. The Client is liable for and agrees to indemnify and hold harmless Promoter from and against any claim, loss (including without limitation, indirect loss, consequential loss or loss of profit), damage, cost or expense (whether in tort, contract or otherwise) arising from or connected with the transport, installation, erection, display, use, safekeeping, dismantling or removal of such materials and property. The Client is liable for and must indemnify and hold harmless Promoter against any and all costs and expenses howsoever incurred in relation to any alterations or additions made by Client or on its behalf. CLIENT AGREES THAT MOTOR RACING, THE EVENT, AND CERTAIN ACTIVITIES ASSOCIATED WITH THE EVENT (INCLUDING, WITHOUT LIMITATION, SUPPORT RACES AND OTHER RELATED EVENTS) ARE DANGEROUS AND CLIENT AGREES TO ATTEND AT THEIR OWN RISK AND VOLUNTARILY ASSUMES ALL RISKS, HAZARDS AND DANGERS incidental to the Event and related events, including, without limitation, the risk of injury (including death, paralysis, head or other bodily injury, broken bones or burns), exposure to noxious chemicals and gases (including automotive exhaust or smoke from automotive fires), damage to hearing from loud noises (including automotive noise, crowd noise and loud music), exposure to communicable diseases, viruses, bacteria or illnesses or the causes thereof, or lost, stolen or damaged property, whether occurring before, during, or after the Event, however caused. Promoter, the Event's sanctioning bodies, the *Fédération Internationale de l'Automobile* (inclusive of any employee, representative, agent, or contractor acting on its behalf, the "FIA"), Formula One World Championship ("FOWC") and its affiliates, including Formula One Management Limited, Formula One Licensing B.V., Formula One Asset Management Limited, Formula One Hospitality and Event Services Limited ("FOHES"), Formula Motorsport Limited and Formula One Marketing Limited ("FOML"), persons involved in the organization of the Event (including officials, marshals, rescue and medical staff), the competitors and drivers (such parties to include, where relevant, all directors, officers, employees, agents, contractors and affiliated companies) (collectively, "Releasees"), are not responsible for any loss or damage howsoever caused to Client or Client's property to the maximum extent permitted by law. AN INHERENT RISK OF EXPOSURE TO COVID-19 EXISTS IN ANY PLACE WHERE PEOPLE ARE PRESENT. COVID-19 IS AN EXTREMELY CONTAGIOUS DISEASE THAT CAN LEAD TO SEVERE ILLNESS AND DEATH. ACCORDING TO THE CDC, SENIOR CITIZENS AND THOSE WITH UNDERLYING MEDICAL CONDITIONS ARE ESPECIALLY VULNERABLE. BY ENTERING CIRCUIT GROUNDS, CLIENT VOLUNTARILY ASSUMES ALL RISKS RELATED TO EXPOSURE TO COVID-19.

Client shall not, by these Terms and Conditions, obtain any right to use any service mark, trademark, name, logo, symbol, indicia, or other proprietary designations of (i) Promoter, (ii) the Event, (iii) any sponsors of the Event (the entities identified in (i)-(iii), collectively, the "LVGP Entities"), (iv) the FIA, (v) FOML, (vi) FOWC, (vii) Formula One Digital Media Limited, (viii) Formula One Management Limited, (ix) FOHES, (x) Formula Motorsport Limited, and (xi) any competitors (including, but not limited to, race entrants, teams, drivers, crew, staff, and officials) (the entities identified in (iv)-(xi) collectively, the "F1 Entities") or any of their respective affiliates, products or programs (including but not limited to the Formula 1 logo, F1 logo, Formula One Paddock Club logo, Formula One Paddock Club, Paddock Club, F1 Paddock Club, Formula 1 Paddock Club, Formula 1 Las Vegas Grand Prix, Las Vegas Grand Prix, F1 Formula 1 (& device), F1 (& device), F1 FIA Formula One World Championship (& device), FIA Formula One World Championship, Formula 1 and translations thereof, and F1 and any marks derived from any of the foregoing and related marks) (collectively, the "Marks"). Nor shall Client, by these Terms and Conditions, have the right to use, refer to, or incorporate in marketing or other materials the Marks in any manner without the prior written approval of Promoter (which approval may be granted or withheld in Promoter's sole discretion) in each instance. Client hereby agrees that Client and Client's guests shall not

make, create, store, record or transmit any recording of the Event (including, but not limited to, any cars, drivers, competitors) or any aspect of the Event, and shall not take into the Event Site any equipment that may enable Client and Client's guests to do the aforementioned prohibited acts (other than personal mobile devices(including telephones and tablets), use of which may only be for the private enjoyment of Client or Client's guests). Client hereby acknowledges that, as spectators, Client and Client's guests may be filmed and sound made by Client and Client's guests may be recorded for broadcast (or similar transmission), televised, videotaped, photographed, and/or written about (collectively "Recordings"), and Client agrees and consents to (i) such Recordings while at the Event Site, and (ii) the use of any such Recordings by the LVGP Entities and the F1 Entities at any time for commercial, promotional, security or any other purpose without having to compensate Client or Client's guests. Client and Client's guests hereby consent to the commercial exploitation of such Recordings notwithstanding the fact that Client or Client's guests may be referred to or visible therein. In addition, Client and Client's guests hereby grant the LVGP Entities and the F1 Entities the non-exclusive, perpetual and royalty-free right to (i) use the name, logo, likeness, and other depictions of Client and Client's guests in broadcasting, advertising, promotional, and other collateral materials and merchandise, as well as (ii) any image (including photographic images and any still pictures derived or capable of being derived from the Recordings) and the Recordings.

Notwithstanding any other provision of these Terms and Conditions to the contrary, (i) this Agreement shall in all respects be subject to and subordinate to, in each case to the extent applicable, rules, bylaws, decrees, regulations or agreements of the F1 Entities applicable to Promoter's hosting and/or promotion of the Event at the Circuit, whether now existing or as entered into, amended, adopted, or established from time to time hereafter, effective as of the date such rule, bylaw, decree, regulation or agreement shall take effect; and (ii) these Terms and Conditions shall incorporate and be subject to the rules and regulations, the duly authorized resolutions of any applicable governing body, the terms and conditions of any and all agreements to which the F1 Entities are a party and as to which any F1 Entity has bound its affiliates, partners, teams, competitors, or promoters (including, but not limited to, any interpretations, rulings, or other directives relating to any of the foregoing), and any policies, guidelines, specifications or other requirements imposed in connection with the hosting of any event related to the Championship.

Client warrants and undertakes to Promoter that as at the date of the Event and until the end of the Event that he or she is not the subject of US, UK or EU government-imposed sanctions or under investigation by the US, UK or EU government or a US, UK or EU government agency or authority in connection with any fraud, money-laundering, bribery or corruption.

Promoter reserves the right to make amendments to these Terms and Conditions from time to time where it has a valid reason to do so (including a change in the operational, security or health and safety requirements of the Promoter and/or the Circuit). Any material changes will be notified to Client by the Promoter at the email address Client provided at the time you tickets were purchased.

Promoter makes no representation or warranty to Client regarding the view from the Licensed Area during any Event. Client acknowledges and understands that the view from certain Licensed Areas may be impaired because of the location of the Event, the type of set-up for the Event, the weather, or by other reasons related to the manner of presentation or activities of the Event.

Upon the conclusion of the Event, Client shall surrender use and possession of the Licensed Area to Promoter in the condition in which it was originally delivered to Client, except for normal wear and tear and damage caused by casualty or force beyond the control of Client or Client's guests.

These Terms and Conditions and all the terms and provisions hereof shall inure to the benefit of and be binding upon Promoter and Client and their respective successors and permitted assigns.

No failure by Promoter to exercise or any delay in exercising any right, power or remedy by Promoter operates as a waiver of such right. A single or partial exercise of any right, power or remedy by Promoter does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on Promoter unless made in writing.

Each of the provisions of these Terms and Conditions is severable from the other(s). If any such provision or part thereof is or becomes invalid, unenforceable or illegal in any respect, such provision or part thereof shall, to the extent that such term is invalid, be deemed not to form part of these Terms and Conditions but the validity, unenforceability or legality of the remaining provisions hereunder shall not in any way be affected or impaired thereby. If there is a conflict between the provisions of these Terms and Conditions and any applicable Ticket Back Terms, the order of precedence shall be as follows: (i) these Terms and Conditions and then (ii) the TicketBack Terms.

If any provision of these Terms and Conditions is determined to be invalid, illegal, or unenforceable, it shall be deemed severed and not affect the enforceability of any other provisions, which shall be enforced as if these Terms and Conditions did not contain the invalid, illegal, or unenforceable provision.

The terms "include", "including" and variations thereof used in this revocable license (irrespective of whether such terms are followed by "without limitation") are used to introduce examples and shall not be construed to suggest that such examples constitute an exhaustive list.

RED BULL ENERGY STATION TICKET BACK TERMS AND CONDITIONS

Your registration and/or ticket (together "Ticket") for the event identified on the Ticket (the "Event") is subject to this Ticket Policy (this "Policy"). The Event is provided, organized, administered, sponsored, facilitated or otherwise supported by Red Bull North America Inc., whose offices are at 1630 Stewart St., Santa Monica, CA 90404 and/or its affiliates (collectively, "Red Bull", "we", "us", or "our"). You, on behalf of yourself and any other holder who is in possession of a Ticket you are acquiring ("you" or "Holder"), agree as follows: To the extent you acquire the Tickets online, You hereby agree to the terms set forth in the following, which are incorporated into and made a part of this Policy: (a) [Terms of Use](#), which includes terms requiring Mandatory Arbitration of disputes, limiting our liability to you and others, waiving the right to class actions and trial by jury and other important terms; and (b) [Privacy Policy](#), which sets forth our data collection, use, sharing and related practices with respect to information you provide or that we otherwise collect from you.

Participatory Events

Your right to participate in participatory Events may be subject to your execution of additional releases, waivers, consents and/or other agreements.

Order Confirmations

You will receive a confirmation number via email or a confirmation page when your Ticket order is completed. If you do not receive a confirmation number, or if you experience an error message or service interruption, it is your responsibility to confirm via Red Bull customer service whether or not your order has been placed. We provide no assurances of entry or participation in the Event if you do not have a confirmation number.

Number of Tickets or "Ticket Limits"

When purchasing Tickets, you may be limited to a specified number of tickets for the Event (a "Ticket Limit"). Ticket Limits are generally disclosed during the order process and apply to orders with same name, e-mail address, billing address, credit card number or other information. We reserve the right to cancel any or all orders and Tickets without notice to you if you exceed the applicable Ticket Limit.

Opening Acts / Festival Acts

Opening acts or guests may sometimes tour with headlining performers for an Event. We are not always made aware of opening acts or the length of the performances. Opening acts, as well as festival performers, are subject to change or cancellation at any time without notice. No refund will be owed if an opening act or festival performer is changed or canceled.

Assumption of COVID-19 and Other Risks

You fully understand that (a) the novel coronavirus SARS-CoV-2 and any resulting disease (together with any mutation, adaptation, or variation thereof, "COVID-19") is an extremely contagious disease that can lead to severe illness and death, and there is an inherent danger and risk of exposure to COVID-19 and/or any other communicable disease in any place where people are present; (b) no precautions, including the protocols that will be implemented from time to time by the Released Parties (as defined below) and/or third parties (including, but not limited to, federal and state governmental agencies) (collectively, the "Protocols"), can eliminate the risk of exposure to COVID-19 and/or other communicable diseases; (c) while people of all ages and health conditions can be and have been adversely affected by COVID-19, according to public health authorities (i) people with certain underlying medical conditions are or may be especially vulnerable, including, but not limited to, people with chronic kidney disease, chronic obstructive pulmonary disease, moderate to severe asthma, liver disease, compromised immune systems (including as a result of organ transplant), obesity, serious heart conditions, sickle cell disease, and type 2 diabetes, and (ii) the risk of severe illness from the contraction of COVID-19 increases steadily with age, and contracting COVID-19 can result in the further transmission of COVID-19 to your spouse, family members, and other contacts; and (d) exposure to COVID-19 can result in being subject to quarantine requirements, illness, disability, other short-term and long-term health effects, and/or death, regardless of age or health condition. Additionally, balls, pucks, and other objects may fly into the spectator area during an Event. Despite spectator shielding, injury can occur. Stay alert at all times before, during and after play or performance. If struck, immediately ask Event staff for assistance. Event dates and times are subject to change. See the Limitation of Liability section in the [Terms of Use](#) for additional limits on our liability, which you hereby unconditionally agree to. EACH HOLDER UNDERSTANDS AND KNOWINGLY AND VOLUNTARILY ASSUMES ALL RISKS ARISING FROM OR RELATED TO THE EVENT, WHICH MAY INCLUDE AN INCREASED RISK OF EXPOSURE TO ILLNESS AND/OR ANY COMMUNICABLE DISEASE (INCLUDING, WITHOUT LIMITATION, COVID-19), PERSONAL INJURY, DISABILITY, OTHER SHORT-TERM OR LONG-TERM HEALTH EFFECTS, AND/OR DEATH, WHICH MIGHT RESULT FROM THE ACTIONS, INACTIONS, OR NEGLIGENCE OF ANY HOLDER, OR RED BULL, ITS PARENT, AFFILIATES, EVENT PRODUCTION COMPANIES, LANDOWNERS/LESSORS, AGENTS, CONTRACTORS OF THE EVENT LOCATIONS, HOSTS, SPONSORS, ADVERTISERS AND EACH OF THEIR RESPECTIVE OWNERS, OFFICERS, SHAREHOLDERS, DIRECTORS, EMPLOYEES AND AGENTS (THE "RELEASED PARTIES"), OR OTHER THIRD PARTIES. EACH HOLDER ACCEPTS PERSONAL RESPONSIBILITY FOR ANY AND ALL DAMAGES, LIABILITY, AND OTHER LOSSES THAT ANY HOLDER OR ANY HOLDER'S RELATED PERSONS MAY INCUR, AND WAIVES ANY CLAIMS AGAINST THE RELEASED PARTIES, IN CONNECTION WITH THE FOREGOING RISKS.

License; Ejection and Cancellation; No Redemption Value

Each Ticket is a revocable license that only grants Holder one-time entry to the Event, which Red Bull may withdraw and refuse admission any time upon refunding the face value of (printed on) the Ticket; provided, Red Bull reserves the right to: (a) eject or deny entry to any Holder without a refund from the Event and associated premises for disorderly behavior, use of vulgar or abusive language, or for failing to comply with this Policy or any other posted rules/regulations; (b) confiscate any prohibited items listed in any posted rules/regulations; and (c) reject duplicate, lost, stolen or counterfeit tickets. A Ticket is not redeemable for cash.

Recording, Transmission and Exhibition

You agree: (a) not to create, transmit, display, distribute, exploit, misappropriate or sell (or aid in such activity) any description or account (in any form, whether text, data or visual) of the Event for any commercial, non-personal, purpose, or any photographs, images, videos, livestreams, audio or other form of display or public performance or reproduction of any portion of the Event (the "Works"); and (b) to the extent you violate clause (a) above, that by using a Ticket to attend the Event, you shall be deemed to have signed such Ticket and granted Red Bull a worldwide, irrevocable, perpetual, sub-licensable, royalty-free license to all rights associated with the Works. Holder also grants irrevocable permission to Red Bull (and its sponsors, licensees, advertisers, broadcasters, designees and agents) to use, publish, edit, and alter your image, likeness, voice, actions and statements (collectively, "Likeness") in any medium including, without limitation, any audio, video, film, photographs, social media, exhibition, publication or reproduction of the Event for any purpose in perpetuity without further authorization or compensation and waives all claims and potential claims relating to such use unless prohibited by law.

You Are Subject to Search

You and your belongings may be searched on entry to the Event. You consent to such searches and waive any related claims that may arise. If you elect not to consent to such searches, you may be denied entry to the Event without refund or other compensation. Under certain facility rules, certain items may not be brought into the premises, including without limitation, alcohol, drugs, controlled substances, cameras, recording devices, laser pointers, strobe lights, irritants (e.g., artificial noisemakers), bundles and containers.

Payment

All Ticket prices for Events that occur in the United States are stated in U.S. Dollars. We accept several methods of payment to accommodate your needs. The payment methods offered can vary depending on the Event. In most cases payment can be made by credit card (VISA, MasterCard). Red Bull may also charge fulfillment, shipping, service or other fees for using our services. Red Bull may change such fees at any time, including after you post your Tickets. You may be able, in some instances, to purchase Tickets directly from the venue box office without paying our service fee.

Refunds and Exchanges

Before purchasing Tickets, carefully review your Event and seat selection. We prohibit exchanges or refunds after a Ticket has been purchased or for lost, stolen, damaged or destroyed Tickets. In addition, we may occasionally offer Tickets at a discount after the original on sale date and will not refund the difference between the original price and the sale price.

You agree that you will not attempt to evade, avoid, or circumvent any refund prohibitions in any manner with regard to Tickets you purchased. Without limiting the generality of the foregoing, you will not dispute or otherwise seek a "chargeback" from the company whose credit card you used to purchase tickets. Should you do so, your Tickets may be canceled, and we may, in our sole discretion, refuse to honor pending and future Ticket purchases made from all credit card accounts or online accounts on which such chargebacks have been made, and may prohibit all persons in whose name the credit card accounts exist and any person who accesses any associated online account or credit card or who otherwise breaches this provision.

Cancelled and Rescheduled Events

Occasionally, events are cancelled or postponed. For information on the availability of refunds or exchanges, including procedures for pursuing the same, in connection with a cancelled or postponed Event, please check the Event information online or contact us. Red Bull may set refund limitations. In no event will Red Bull be liable for travel or any other expenses that you or anyone else incurs in connection with a canceled or postponed Event. Please contact Red Bull for more information or to request a refund if you cannot attend the rescheduled Event.

Pricing and Other Errors

If a Ticket is issued to you in error (including errors in the posted price of the Ticket, inadvertent Ticket sales, technical issues or human error), as determined in our sole discretion, Red Bull reserves the absolute right to cancel that Ticket or the order for that Ticket. In such instances, you will be refunded the amount that you paid for the Ticket.

Transfer of Tickets; Unlawful Resale of Tickets

TICKETS MAY NOT BE TRANSFERRED OR RESOLD, EXCEPT AS PERMITTED BY LAW. The resale or attempted resale of a Ticket as prohibited by law is grounds for seizure, cancellation and/or revocation of the Ticket license. We reserve the right to restrict or deny Ticket purchasing privileges to anyone that we determine to be, or has been, in violation of our policies. Because we do not guarantee the authenticity of Tickets purchased from any unauthorized third party resellers (such as brokers or individuals), we recommend that you purchase Tickets directly through us, authorized partners or from the venue box office to ensure Ticket authenticity.

Promotions

Tickets may not be used for advertising, promotion (including contests, giveaways or sweepstakes) or other commercial or trade purposes without Red Bull's express prior written consent. The unauthorized commercial use of a Ticket is grounds for seizure, cancellation and/or revocation of the Ticket license.

TERMS OF USE

These Terms of Use ("Terms") updated Feb 16, 2023 set out the terms and conditions by which Red Bull Media House North America, Inc., whose offices are at 1740 Stewart Street, Ca 90404 Santa Monica, USA, and its affiliates (hereinafter "**Red Bull Media House North America, Inc.**" or "**we**" or "**us**") offer you access to our Properties. By "Properties" we mean websites, widgets and embedded content, apps on mobile devices, gaming consoles, connected devices or other consumer electronic devices, social media experiences or other places where this Policy is referenced or posted.

THESE TERMS CONTAIN A BINDING ARBITRATION PROVISION. YOU AGREE THAT, EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED BELOW, ALL DISPUTES BETWEEN YOU AND RED BULL MEDIA HOUSE NORTH AMERICA INC. WILL BE RESOLVED THROUGH BINDING INDIVIDUAL ARBITRATION, AND YOU WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION, CLASS ARBITRATION, OR REPRESENTATIVE ACTION. PLEASE READ THE SECTION TITLED "DISPUTES; ARBITRATION; CLASS ACTIONS; JURY TRIAL" BELOW TO LEARN MORE.

Using these Properties indicates your unconditional agreement to these Terms, including our [Privacy Policy](#), as updated from time to time. If you are under 18, you must obtain the consent of your parent or guardian to access our Properties. If you are under 13 years old, you are not permitted to register as a user, sign up for any promotional messages (see below), or otherwise provide us any personal information. Supplemental terms may apply to some Properties, such as refund and shipping policies, or rules for a contest or sweepstakes, and are deemed a part of these Terms as appropriate. Our [Privacy Policy](#) explains how we treat your "Personally Identifiable Information" and "Non-personally Identifiable Information" as we define those terms in the [Privacy Policy](#). The supplemental terms will apply to the extent there is a conflict with these Terms. These Terms (including the [Privacy Policy](#) and any additional terms incorporated by reference) constitute the entire agreement between you and us, and supersede all other written or oral agreements.

Our Properties contain "Property Content" (as defined below) that may include dangerous activities performed by professionals or under the supervision of professionals. Accordingly, Red Bull Media House North America, Inc. asks that you do not attempt or recreate any of the activities performed in our Property Content.

1. PURPOSE AND USE

A. We provide our Properties for entertainment, informational and/or promotional purposes only. We grant you a non-exclusive, non-assignable, non-sublicensable limited license to our Properties and Property Content for your personal, non-commercial use only. "Property Content" means our Properties and all they contain, including but not limited to any video, music, text, images, graphics, sounds, information, URLs, technology, documentation and interactive features included with or available through our Properties, derivative works or enhancements, and all intellectual property rights to the same, including all copyrights, patents, trademarks, service marks, trade names and trade dress.

B. We may from time to time give you the ability to embed certain elements contained in the Properties or Property Content into third party platforms pursuant to the license terms contained herein. If you do so, you may not modify, build upon or block any portion or functionality of the Property Content, including links back to our Properties. You also agree that we have the right to serve ads and collect information through such embed. In addition, you will post your own terms and privacy policy consistent with applicable law, your use of our content, these Terms and our [Privacy Policy](#).

C. You are responsible for your use of the Properties. Our goal is to create a positive, useful, and safe user experience. To promote this goal, we prohibit certain conduct that may be harmful to other users or to us. When you use the Properties, you may not:

- i. violate any law or regulation;
- ii. violate, infringe, or misappropriate other people's intellectual property, privacy, publicity, or other legal rights;
- iii. post or share anything that is illegal, abusive, harassing, harmful to reputation, pornographic, indecent, profane, obscene, hateful, racist, discriminatory or otherwise objectionable;
- iv. send unsolicited or unauthorized advertising or commercial communications, such as spam;
- v. use any means to spider, harvest, scrape, crawl, or participate in the use of software, including spyware, to collect data from the Site or Services or any Web pages contained in the Properties;
- vi. transmit any viruses or other computer instructions or technological means whose purpose is to disrupt, damage, or interfere with the use of computers or related systems;
- vii. stalk, harass, or harm another individual;
- viii. impersonate any person or entity or perform any other similar fraudulent activity, such as phishing;
- ix. attempt to circumvent any technological measure implemented by us or any of our providers or any other third party (including another user) to protect the Properties;
- x. attempt to decipher, decompile, disassemble, or reverse engineer any of the software or other underlying code used to provide the Properties; or
- xi. advocate, encourage, or assist any third party in doing any of the foregoing.

2. USER CONTENT

A. "User Content" includes video, text, images, sounds and any other information (including names and likenesses), material or ideas you provide to us. When you post or otherwise make available User Content, you grant us a universal, royalty-free, perpetual, irrevocable, non-exclusive, fully sublicensable and transferable right to host, store, use, reproduce, modify, distribute, create derivative works based upon, translate, communicate, publicly display, publicly perform, communicate, transmit, display advertisements in connection with and publish

the User Content in whole or in part as we in our sole discretion deem appropriate in any format, media or technology now known or later developed, including for purposes of advertising or promoting the Properties or Red Bull Media House North America Inc. You represent that User Content you provide is original with you, does not and will not (when used by Red Bull Media House North America, Inc. consistent with the above license) violate or infringe upon the rights of any third parties, including, without limitation, any intellectual property rights and rights of publicity and/or privacy.

B. You agree and understand that Red Bull Media House North America, Inc. is not obligated to use any User Content and you have no right to compel such use. You understand and acknowledge that Red Bull Media House North America, Inc. has wide access to ideas, stories, designs, and other materials, and that new ideas are constantly being submitted to it or being developed by Red Bull Media House North America, Inc.'s own employees. Many ideas or stories may be competitive with, similar or identical to your User Content in structure, purpose, function, theme, idea, plot, format or other respects. You acknowledge and agree that you will not be entitled to any compensation as a result of Red Bull Media House North America, Inc.'s use of any such similar or identical material. Finally, you acknowledge that, with respect to any claim you may have relating to or arising out of Red Bull Media House North America, Inc.'s actual or alleged exploitation or use of any User Content or other material you submit to the Properties or Red Bull Media House North America, Inc., the damage, if any, thereby caused will not be irreparable or otherwise sufficient to entitle you to injunctive or other equitable relief and your rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law consistent with the terms set forth in the sections entitled **"DISPUTES RESOLUTION AND MANDATORY ARBITRATION; NO CLASS ACTIONS; NO JURY TRIAL"**.

3. ACCOUNTS, REGISTRATION, TERMINATION

A. To access or use some features of our Properties, you may have to become a registered user. If you are under the age of sixteen (16), then you are not permitted to register as a user, sign up for any Promotional Messages (see below), or otherwise provide us any personal information.

B. If you become a registered user, you will provide true, accurate and complete registration information and, if such information changes, you will promptly update the relevant registration information. During registration, you will create a username and password (a "Account"). You are responsible for the activity that occurs under your Account, and for maintaining the confidentiality of your Account. You agree to [Contact Us](#) immediately if you become aware of any breach of security or unauthorized use of your Account.

C. You may terminate your Account at any time by [Contacting Us](#). Account terminations (initiated by you or us) are generally permanent and cannot be undone. If your Account is terminated, you will no longer have access to information you have stored within our applicable Properties (for example, content that you liked, event registrations). Further, if you are participating in a Promotion (see below) when your Account is terminated, you may be automatically disqualified and/or lose the ability to claim a prize/reward). For these and other reasons, prior to termination of your Account, please ensure that you have saved all information that you wish to keep. D. Your Account may give you access to our other Properties, which may have different terms of use that will be made available and apply independently of these Terms.

4. PROMOTIONAL OFFERS

All promotional offers, sweepstakes, contests, giveaways and other promotions ("Promotions") we may offer from time to time are subject to these Terms and any supplemental terms we disclose. Generally, with or without notice, we reserve the right to modify, suspend, cancel or terminate any Promotion in appropriate circumstances, including to extend or resume the stated entry period, disqualify any participant or entry, or award prizes in an alternate manner. You are responsible for all costs, expenses or taxes associated with your participation and/or receipt of any prizes or awards. We may condition your participation or receipt of a prize/award on the execution of a release and/or other agreements. By accepting a prize or award, you automatically consent to and grant us the right to use of your name, image, likeness, statements, biographical information and other information about you for publicity, advertising and promotional purposes, all without additional permission from or compensation to you.

5. PROMOTIONAL MESSAGES

A. Our Properties may include sending you promotional and non-promotional e-mails/ newsletters, text/SMS messages, chat messages, or other electronic or offline messages. The promotional messages may be recurring, meaning we will continue to send them to you until you unsubscribe via any of our disclosed methods.

B. Text/SMS Messages ("Message Service"). In addition to any terms specifically disclosed when you enroll for a Message Service:

i. "Message and Data Rates May Apply" which means that you may be charged message and/or data charges by your wireless carrier depending on your service plan.

ii. You certify that you are either the account holder or otherwise responsible for paying any wireless carrier charges associated with the Message Service or, if you are under the age of 18, that you have the permission of the account holder/person responsible for any such charges.

6. Paid Transactions

A. We may make certain of our Properties (including applications, games, software and other digital content) available directly or through authorized third parties for a one-time license fee, on a subscription basis or under any other lawful pricing structure. The prices displayed on or for our Properties are in U.S. Dollars ("Prices") and, unless we state otherwise in writing, exclude taxes and other government charges

("Taxes"), as well as delivery fees (as applicable). In connection with any order you place involving our Properties (each, an "Order"), you agree to pay the Prices, Taxes and other charges disclosed to you at check-out. All Prices are subject to change without notice. Orders are not final until we accept the Order. The Price charged for any of our Properties will be the price in effect at the time the order is placed. We strive to display accurate price information, however we may, on occasion, make inadvertent typographical errors, inaccuracies or omissions related to pricing and availability. We reserve the right to correct any errors, inaccuracies, or omissions at any time and to cancel any orders arising from such occurrence.

B. In connection with any Order involving a virtual item (including characters, names, skins, goods) or in-game currency (together, "Digital Items"), you are paying for a limited, non-assignable license to access and use such Digital Items as intended by and solely as permitted within the Property. You do not have any right to reproduce, distribute, communicate to the public, make available to the public or transform any of our Properties or Digital Items via any online media, in any media format or channel now known or hereafter devised (except as may be expressly described or contemplated within our applicable Property). Digital Items purchased or available to you in or via our Properties can only be used in connection with the applicable Property associated with the Order. Digital Items are not redeemable or subject to refund and cannot be traded outside of any of our Properties for money or other items for value (for example, in-game currency has no cash value). We may modify or discontinue any or all Digital Items at any time, with or without notice to you.

C. Some of our Properties require or allow for paid subscriptions. By signing up for a subscription, you agreed that your subscription may be automatically renewed and, unless you cancel your subscription, you authorized the charges to your payment method for the renewal term. From time to time, we may offer a free trial subscription. If you register for a free trial subscription, we will begin to bill your account when the free trial subscription expires, unless you cancel your subscription before that time. If you cancel your subscription early, unless we provide otherwise in writing, you will not receive a prorated refund, but you will continue to have access to the product or service until the end of the term during which you canceled the subscription.

D. We reserve the right to refuse or cancel any Order prior to delivery. Some situations that may result in your Order being cancelled include system or typographical errors, inaccuracies in product or pricing information or product availability, fairness among customers where supplies are limited, or problems identified by our credit or fraud departments. We also may require additional verification or information before accepting an Order. We will contact you if any portion of your Order is cancelled or if additional information is required to accept your Order. If your Order is cancelled after we have processed your payment but prior to delivery, we will refund your payment.

E. When you provide payment information, you represent and warrant that: (i) the credit card information you supply to us or our processor is true, correct and complete; (ii) you are duly authorized to use such credit card for the purchase; (iii) charges incurred by you will be honored by your credit card company; and (iv) that all the information you provide is accurate and that you will notify us of any subsequent changes.

F. You may have the right to cancel an Order placed depending on the nature of the applicable Property ordered and a return policy associated with the same. Please note that Orders for Digital Items, personalized items and items with a seal that has been broken are typically non-refundable. Subject to the foregoing, unless we provide otherwise in writing, the return period associated with our Properties (including any physical goods you may order) is thirty (30) from delivery. Depending on the nature and condition of the applicable item returned, you may be required to pay for return shipping fees and may only receive a pro rata portion of the amount originally paid.

7. COPYRIGHT POLICY

If you believe that any content appearing on a Property infringes your copyright rights, please forward the following information in writing to our "Copyright Agent":

- i. your name, address, telephone number, and e-mail address;
- ii. a description of the copyrighted work that you claim has been infringed;
- iii. the exact URL or a description of each place where alleged infringing material is located;
- iv. a statement by you that you have a good faith belief that the disputed use has not been authorized by you, your agent, or the law;
- v. your electronic or physical signature or the electronic or physical signature of the person authorized to act on your behalf; and
- vi. a statement by you that the information in your notice is accurate, and a statement made under penalty of perjury that you are the copyright owner or authorized to act on the copyright owner's behalf.

Our Copyright Agent's address is:

Red Bull Media House North America, Inc.

Attn: General Counsel as Copyright Agent

1630 Stewart Street

Santa Monica, CA 90404

Phone: (310) 393-4647

Email: legal@us.redbull.com

We will review any notices of copyright infringement and take appropriate action. Inquiries that do not follow this procedure may not receive a response. Any notices of copyright infringement are subject to counter-notice as detailed below.

If you believe the content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use such content, you may submit a counter-notice to the address listed above containing the following information:

- i. Your physical or electronic signature;
- ii. Identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;

iii. A statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and

iv. Your name, physical address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in Los Angeles, California, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

After we receive your counter-notification, we will forward it to the party who submitted the original claim of copyright infringement. Please note that when we forward the counter-notification, it includes your personal information. By submitting a counter-notification, you consent to having your information revealed in this way. We will not forward the counter-notification to any party other than the original claimant.

After we send out the counter-notification, the claimant must then notify us within 10 days that he or she has filed an action seeking a court order to restrain you from engaging in infringing activity relating to the content that was removed or disabled. If we receive such notification we will be unable to restore the material. If we do not receive such notification, we may reinstate the material.

8. THIRD PARTY INDEMNITY

You agree to indemnify and hold harmless the “Red Bull Parties” (as defined below) from and against any and all “Losses” (as defined below) that may arise in connection with: (i) your use of the Properties in violation of these Terms; (ii) User Content provided by you; or (iii) any actual or alleged violation or breach by you of these Terms. “Red Bull Parties” means Red Bull Media House North America, Inc. and its officers, directors, employees, parents, partners, successors, agents, distribution partners, affiliates, subsidiaries and their related companies. “Losses” means claims, liabilities, losses, damages, obligations, costs and expenses (including reasonable attorneys’ fees and costs). You agree to cooperate fully with us in the defense of any claim that is the subject of your obligations hereunder.

9. WARRANTIES, LIABILITY

A. YOU EXPRESSLY AGREE THAT USE OF OUR PROPERTIES IS AT YOUR SOLE RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE ARISING FROM DOING SO. WE ARE NOT RESPONSIBLE FOR THE ACTIONS, CONTENT, DATA, OR INFORMATION SHARED BY THIRD PARTIES. OUR PROPERTIES (INCLUDING SOFTWARE) AND ALL ASSOCIATED CONTENT ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DO NOT MAKE ANY COMMITMENTS ABOUT ANY CONTENT WITHIN OUR PROPERTIES, ANY SPECIFIC FUNCTIONS OR THE RELIABILITY, ACCURACY, SECURITY, TIMELINESS, NON-INFRINGEMENT, OR AVAILABILITY OF OUR PROPERTIES OR ANY ASSOCIATED CONTENT TO MEET YOUR NEEDS. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM THE WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR THOSE ARISING OUT OF A COURSE OF DEALING OR USAGE OF TRADE, AND ALL OTHER IMPLIED WARRANTIES.

B. WHEN PERMITTED BY LAW, THE RED BULL PARTIES WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES OR DATA, FINANCIAL LOSSES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES. TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF THE RED BULL PARTIES FOR ANY CLAIMS UNDER THESE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT THAT YOU PAID US TO USE THE PROPERTIES (OR, IF WE CHOOSE, TO SUPPLY YOU WITH THE PROPERTIES AGAIN).

BY ACCESSING THE PROPERTIES, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY, WHICH PROVIDES AS FOLLOWS:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

C. YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH ANY OF OUR PROPERTIES OR THESE TERMS MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED. THIS PROVISION IS NOT APPLICABLE IN NEW JERSEY.

These Terms shall be construed in accordance with the laws of the State of California without regard to its conflict of laws rules. Any permitted court legal proceedings against a Red Bull Party (i.e., those not subject to Mandatory Arbitration, as provided below) that may arise out of, relate to, or be in any way connected with our Properties.

10. DISPUTE RESOLUTION & MANDATORY ARBITRATION

(A) We each agree to first contact each other with any disputes and provide a written description of the problem, all relevant documents/information and the proposed resolution. You agree to contact us with disputes by contacting us at [Contact Us](#). We will contact you based on the contact information you have provided us.

(B) If after 30 days the parties are unable to resolve any dispute raised under the previous provision, the dispute may only be submitted to arbitration consistent with this Section. We each understand that either of us would have had a right or opportunity to litigate disputes through a court and to have a judge or jury decide their case, but we are instead voluntarily choosing to have any disputes resolved through binding arbitration.

(C) We each agree that any claim or dispute between us, and any claim by either of us against any agent, employee, successor, or assign of the other, including, to the full extent permitted by applicable law, third parties who are not signatories to this agreement, whether related to this agreement or otherwise, including past, present, and future claims and disputes, and including any dispute as to the validity or applicability of this arbitration clause, shall be resolved by binding arbitration administered by the JAMS under its rules and procedures in effect when the claim is filed. The rules and procedures and other information, including information on fees, may be obtained from JAMS' website (www.jamsadr.com) or by calling JAMS at 949-224-1810.

(D) We are entering into this arbitration agreement in connection with a transaction involving interstate commerce. Accordingly, this arbitration agreement and any proceedings thereunder shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16. Any award by the arbitrator(s) may be entered as a judgment in any court having jurisdiction.

(E) Exception to Arbitrate. We each agree as follows: (i) either of us may bring qualifying claims in small claims court; (ii) to the extent state law permits either of us to seek injunctive or other equitable relief outside of arbitration, we each agree that such actions will be brought exclusively in the U.S. District Court for the Southern District of California or state court located in Los Angeles. We each consent and submit to the personal jurisdictions of these courts; and (iii) as set forth below, we each agree that any arbitration will be solely between you and the relevant Red Bull Party, not as part of a classwide claim. If for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then our agreement to arbitrate doesn't apply and we each agree to resolve the dispute in court.

11. NO CLASS ACTIONS

TO THE EXTENT ALLOWED BY LAW, WE EACH WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CLASSWIDE BASIS; THAT IS, TO EITHER JOIN A CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY, OR ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.

12. NO TRIAL BY JURY

TO THE EXTENT ALLOWED BY LAW, WE EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LAWSUIT, ARBITRATION OR OTHER PERMITTED PROCEEDING.

13. AMENDMENTS; ASSIGNMENT

You agree that Red Bull may update these Terms at any time, and it is your obligation to check for updates. Updates do not apply retroactively. You may not assign these Terms or assign any rights or delegate any obligations hereunder, in whole or in part.

14. MISCELLANEOUS

A. Except as provided in these Terms, these Terms constitute the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous written or oral agreements between the parties with respect to the subject matter hereof. We reserve the right to provide you with operating rules or additional terms that may govern your use of our Properties generally or any unique aspect ("Additional Terms"). For instance, we may provide you Additional Terms relating to the cancellation or returned to an Order (see Section 6 above). To the extent any Additional Terms conflict with these Terms of Use, the Additional Terms will control.

B. Other than as set forth herein, these terms do not create any rights in favor of any third party. Our failure to take action to enforce our rights does not mean that we give up those rights or cannot take such action in the future. Our Properties may integrate, be integrated into, or be provided in connection with third-party websites, services, applications, platforms, and/or content ("Third-Party Solutions"). We do not control any Third-Party Solutions or any provider of such Third-Party Solutions ("Third-Party Providers"). If your access to any of our Properties is dependent on a Third-Party Solution (for example, accessing our application using an Apple iOS, Android, Microsoft Windows-powered device or gaming platform), then the applicable Third-Party Provider (for example, Apple Inc., Google, Inc. or Microsoft Corporation), shall be a third-party beneficiary of these Terms. However, no such Third-Party Provider is obligated to you under or otherwise a party to these Terms. Further, you agree to comply with, and your use of our applicable Property is conditioned upon your compliance with, all terms and conditions applicable the Third-Party Solution (for example, Apple and Android App Store terms). You represent to us that you have read and agreed to all such Third-Party Provider terms.

C. If you access the Properties from locations outside of the U.S. you do so on your own initiative and at your own risk, and you are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

D. If a provision in these Terms is found to be illegal or unenforceable, that provision shall be removed from these Terms and the remaining provisions of these Terms shall remain in force.

E. At any time and for any reason or no reason we may restrict, suspend or terminate your access to the Properties, terminate your Account, and add, remove or modify functionality.

F. When using our Properties, you agree to comply with all applicable laws and regulations.

G. You agree to fully cooperate with us to investigate any suspected or actual activity that is in breach of these Terms.

H. Our Properties may link or contain links to other websites maintained by our licensors, affiliates and/or third parties. We do not operate, control or necessarily endorse the content found on these third-party websites. You assume sole responsibility for your use of third-party links and any content posted on third-party websites.

RED BULL PRIVACY POLICY

1. Introduction

This Privacy Policy ("**Policy**") sets out how Red Bull Media House North America, Inc. whose offices are at 1740 Stewart Street, Ca 90404 Santa Monica, USA (hereinafter "**Red Bull**", "**we**", "**us**", "**our**") collects and processes personal information about you when you, among other things, visit our website, use our applications on mobile phones or other consumer electronic devices or access our social media experiences or other experiences where this Policy is posted (the "**Properties**"). This Policy does not apply to employee or applicant data that we process in accordance with our Employee and Applicant Privacy Notice at https://policies.redbull.com/policies/8a57acfb-3626-4c01-9a58-2a8b14211070/202207190925/en_US/recruitment_policy.html. By continuing to use any of these Properties, you consent to your personal information being collected, processed and/or shared in accordance with this Policy.

2. Notice at Collection

2.1 Below is an overview of the categories of Personal Information we have collected in the past 12 months along with related information. For information about how to exercise the rights you may have under various state privacy laws, see Section 9 of this Policy.

Personal Information We Collect	How We Use Your Personal Information (Our Business Purpose)	How Long Do We Retain Your Personal Information?	To Whom Do We Share Your Information?
Personal Identifiers	<ul style="list-style-type: none"> To administer our Properties, including troubleshooting To send you marketing materials and provide you with personalized content and experiences To administer contests, sweepstakes and promotions 	Based on the statute of limitations for possible claims and as otherwise needed for use in potential or ongoing litigation	<ul style="list-style-type: none"> Professional services consultants Social Media Networks
Commercial Information	<ul style="list-style-type: none"> To provide goods and services purchased To comply with our legal obligations 	Based on the statute of limitations for possible claims and as otherwise needed for use in potential or ongoing litigation	<ul style="list-style-type: none"> Fulfillment vendors Professional services consultants Government agencies
Internet Activity Information	<ul style="list-style-type: none"> To optimize or improve our products, services, operations and Properties To detect security incidents, protect against malicious, deceptive, fraudulent or illegal activity To improve our websites and services To perform research and business analytics, and identifying usage trends To monitor compliance with our policies, maintain network and information security 	Based on the statute of limitations for possible claims and as otherwise needed for use in potential or ongoing litigation	<ul style="list-style-type: none"> Analytics services Security vendors Other Information Technology ("IT") vendors Professional services consultants
Contest and Promotion Information	<ul style="list-style-type: none"> To administer contests, sweepstakes and promotions payments To comply with our legal obligations 	Based on the statute of limitations for possible claims and as otherwise needed for use in potential or ongoing litigation	<ul style="list-style-type: none"> Fulfillment vendors Promotional Partners Professional services consultants

Profile Information	<ul style="list-style-type: none"> To send you marketing materials and provide you with personalized content and experiences 	Based on the statute of limitations for possible claims and as otherwise needed for use in potential or ongoing litigation	<ul style="list-style-type: none"> Professional services consultants
Sensitive Information	<ul style="list-style-type: none"> To comply with our legal obligations To verify your eligibility to participate in activations, contests and promotions and/or issue related tax statements for winners To prevent fraud and abuse and to secure our systems, data, resources and facilities from unauthorized access or exploitation To monitor compliance with our IT policies, maintain network and information security To provide security and comply with health and safety obligations 	Based on the statute of limitations for possible claims and as otherwise needed for use in potential or ongoing litigation	<ul style="list-style-type: none"> Professional services consultants Auditing and accounting firms

3. Categories and Sources of Personal Information Collected

3.1. **Categories of Personal Information Collected.** Some of the information we collect about you in connection with your use of the Properties may qualify as “**Personal Information**,” which is any information that itself identifies you or could reasonably be associated with you individually.

3.2. **Personal Information.** The categories of Personal Information we collect may include the following:

- **Personal identifiers**, such as your name, gender, date of birth, email address, telephone number, delivery address, and billing address
- **Commercial Information**, such as records of goods or services purchased or considered, as well as purchasing or consuming histories or tendencies
- **Internet or network activity information**, such as IP address, browser type and version; browser plug-in types and versions; operating system and platform; the URL clickstream to, through and from our Properties; products and/or content you viewed or searched for within our Properties; download errors; length of visits to certain pages and page interaction and, in the case of our mobile applications, the other applications you have downloaded and how you use those applications
- **Contests or Promotions**, including information necessary for the administration of certain promotional events
- **Geolocation Information**, such as GPS and WiFi
- **Sensitive Personal Information**, such as:
 - (1) Social Security Number, other government identification, precise geolocation information, payment information, log-in information and password
 - (2) Demographic information, such as race or ethnic origin, political opinions, religious or other beliefs, medical or health
 - (3) We may collect your age to comply with laws that restrict activities and information collection and disclosure of data for minors

3.3. We do not collect your Sensitive Personal Information unless we explicitly inform you of such collection at the time of collection. Also, note that any information you post or disclose via message boards, chats, profile pages, blogs, and other services (including social media services) is publicly available. You should consider this when deciding to disclose any information.

3.4. We collect information automatically through the use of various technologies, including through "cookies", as explained further in Section 5 below.

3.5. **Sources of Personal Information.** We collect most Personal Information directly from you, including when you, among other things, use one of our Properties, create an account ("**Account**") with us, subscribe to a newsletter, purchase a game, product or service, participate in a contest or sweepstakes, respond to a customer survey, email us, post in a public forum, and/or use our chat/message functionality. These sources may include:

- Our affiliates
- Publicly available sources, such as public forums and chats
- Partners with whom we offer co-branded services or products, sell or distribute our products, or engage in joint marketing activities

- Social media networks with which you interact, such as when you reference Red Bull or our Services, or grant us permission to access your data on one or more of these services.
- Cookies on our Properties
- When you contact us by telephone or through email, we may collect Personal Information in the form of audio recordings or electronic records, some of which may not be retained by us but by a third party
- From you when participating in events, filming or winning prizes

3.6. We acquire this information to update or supplement the Personal Information you provided, or we collected automatically. Note that this includes Personal Information from your social media account when you grant us access to your social media account in connection with, for example, creating an Account with us. If you have created an Account with us, it is your responsibility to ensure that you submit true, accurate and complete information via your Account and keep it up to date. Where permitted by law, we may combine this Personal Information we receive from other sources with Personal Information you give to us or that we collect about you and use it to draw inferences about you as a consumer.

4. How We Use and To Whom We Share Your Personal Information

4.1. How We Use Your Personal Information. We may collect and use your Personal Information for the purposes of enabling you to use our Properties, enabling us to fulfill orders you make (such as for products, services or newsletters), to send you marketing materials and provide personalized content and experiences. We may also use the Personal Information we collect: (i) to administer our Properties, including troubleshooting purposes; (ii) optimize or improve our products, services, operations and Properties; (iii) as part of our effort to keep our Properties safe and secure; (iv) to measure or understand the effectiveness of advertising we serve to you and others, and to deliver relevant advertising to you; (v) to communicate with you about your Account or transactions with us and send you information about features on our Properties or changes to our policies; (vi) to provide you with advertising based on your activity on our Properties and on other sites and applications; (vii) to make suggestions and recommendations to you and other users of our Properties about goods or services that may interest you or them; and (viii) to detect, investigate and prevent activities that may violate our policies or be illegal. Unless we obtain your explicit consent, we do not use Sensitive Personal Information other than to provide the products and services that you have requested.

4.2. To Whom We Share Your Personal Information

4.3. Our Affiliates. We may share your Personal Information with our affiliates, including our parent company Red Bull GmbH. When we do this, we and Red Bull GmbH act as one business and “joint controllers” of your Personal Information, meaning that we determine the purposes and terms of data use together. Red Bull GmbH’s use of information is governed by its privacy policy at https://policies.redbull.com/r/Red_Bull_Jobs/privacy/en, which is substantially similar to this Policy.

4.4. Service Providers. To provide and support the Properties, sometimes we use external companies as service providers that work on our behalf to transmit, collect, process and/or store Personal Information for us. We require these service providers to treat the Personal Information we share with them as confidential and to use it only for the purpose of providing the services for which they have been engaged. These service providers fall into the following categories: billing and collection providers, auditing and accounting firms, analytics services, security vendors and IT vendors, and professional services consultants.

4.5. Third Parties. We share your IP address, Device ID and browser activity with select third party advertising partners to allow them to provide custom advertising to you.

4.6. Other. We may also share your Personal Information with others: (1) when explicitly requested by you (e.g., with social media networks); (2) when required by a court order or any legal or regulatory requirement; (3) in connection with the sale or transfer of all or a portion of our business or assets; (4) to ensure compliance with, and enforce, our Terms of Use at https://policies.redbull.com/r/RedBull.com_US/terms/en_US; (5) to ensure the safety and security of our users, consumers and others and (6) to protect our rights and property and the rights and property of others.

5. Online Tracking, Analytics and Advertising and User Choice

5.1. Tracking Technology Choices

5.2. Cookies. A “cookie” is a text file containing small amounts of information that a website can send to your browser, which may then be stored on your computer as a tag that distinguishes your computer but does not name you. Some of our Properties use cookies to better serve you when you return to the Property. You can set your browser to notify you before you receive a cookie, giving you the chance to decide whether to accept it. You can also set your browser to turn off cookies; however, if you do this, some of the features of our Properties may not work properly. You may also be able to reject certain cookies served through our Properties by opting out on the website of the third party placing the cookie, which you can identify through your browser.

5.3. Flash cookies. We may also use local shared objects, sometimes known as “Flash cookies,” to store your preferences or display content based upon what you view on our site to personalize your visit. Our advertisers and service providers also may use Flash cookies to collect and store Personal Information. Flash cookies are different from browser cookies because of the amount of, type of and how data is stored. Cookie management tools provided by your browser will not remove Flash cookies. You can learn more about how to manage privacy and storage settings for Flash cookies by visiting the Flash Player Help website at https://www.macromedia.com/support/documentation/en/flashplayer/help/settings_manager.html. If you disable Flash cookies, you will not have access to many features that make your guest experience more efficient and some of our services will not function properly.

5.4. **Web Beacons.** Web beacons are small pieces of data that are embedded in images on the pages of websites. Web beacons may involve the transmission of Personal Information directly to us, to another party on our behalf or to another party in accordance with its privacy policy. We may use Web beacons to bring together Personal Information we collect about you. We may use tools provided by other companies to make the advertising we show you on our Properties and/or our partner websites more relevant and interesting to you. For this purpose, we use cookies, web beacons or similar technologies to collect information about your browsing behavior, and deliver Interest-Based Ads to you.

5.5. **Analytics and Interest-Based Advertising.** We use or allow trusted third parties and service providers to use tracking technologies (e.g., cookies, web beacons or similar technologies) to collect information about your browsing activities, which may include Personal Information, so that online advertisers can serve you advertising that better reflects your interests (“**Interest-Based Ads**”) and so we can better understand how people use our Properties. You may receive advertisements based on Personal Information obtained from your activities across websites not affiliated with us. You may opt out of receiving such advertisements. You can learn more about Interest-Based Ads or you can request that advertisers stop using tracking technologies for these purposes. You can learn more about ad serving companies and the options available to limit their collection and use of your Personal Information by visiting the websites for the Network Advertising Initiative at <https://optout.networkadvertising.org/?c=1> and the Digital Advertising Alliance at <https://optout.aboutads.info/?c=2&lang=EN>. You can learn about your options to opt-out of mobile app tracking by certain advertising networks through your device settings and by resetting the advertiser ID on your Apple or Android device. Opting-out of advertising networks services does not mean that you will not receive advertising while using our Services or on other websites, nor will it prevent the receipt of Interest-Based Ads from third parties that do not participate in these programs. It will, however, exclude you from interest-based advertising conducted through participating networks, as provided by their policies and choice mechanisms. If you opt-out, you may still see ads, but they will not be personalized based on your online activity. If you delete your cookies, you may also delete your opt-out preferences.

5.6. **Promotional Communications.** As noted above, we and selected third parties with whom we share your Personal Information, may use your Personal Information for direct marketing purposes, including to provide updates, newsletters, events or other communications that we think may interest you. Where required by law, your prior consent will be obtained before we send direct marketing. In any event, we offer you the option to unsubscribe from electronic marketing materials. If you do not wish us to share your Personal Information with third parties for their marketing purposes, please contact us at our website at <https://www.redbull.com/us-en/energydrink/contact-privacy>.

6. Data Security and Retention

6.1. We apply reasonable security measures to protect Personal Information that is under our control from unauthorized or illegal access, use, disclosure, modification or destruction. We offer no guarantees or warranties related to such protection and are not responsible for any such unauthorized activity. We will notify you in compliance with applicable law regarding data breach. Where you have a password that enables you to access our Properties, you are responsible for keeping this password secure and confidential.

6.2. We retain Personal Information for as long as is reasonably necessary for the purposes described herein. The criteria used to determine the applicable retention period for your Personal Information includes the length of time we have an ongoing relationship with you and provide services to you, and whether there is a legal obligation to which we are subject that requires us to retain your Personal Information.

7. Links to Other Websites

7.1. Where we provide links to other websites or services, we do so for information purposes only. The other websites and services are outside our control and are not covered by this Policy. If you access other websites or services using the links provided, the operators of these websites and services may collect information from you and use that information in accordance with their privacy policy, which may differ from ours. By accessing an external website or link from our Properties, you hereby release us from any and all liability for your use of such website or link.

7.2. On some pages of our Properties, third parties that provide content, services, applications or plug-ins may track your use of such content, services, applications and plug-ins, or they may customize such content, services, applications and plug-ins for you consistent with their privacy policies, which may differ from ours.

8. Use of Properties by Minors

8.1. The features, programs, promotions and other aspects of our Properties requiring the submission of Personal Information are not intended for children. We do not knowingly collect Personal Information from children under the age of 13. If you are a parent or guardian of a child under the age of 13 and believe he or she has disclosed Personal Information to us please contact us at <https://www.redbull.com/us-en/energydrink/contact-privacy>. A parent or guardian of a child under the age of 13 may review and request deletion of such child's Personal Information as well as prohibit the use of that information.

9. Additional State Privacy Rights

9.1. Applicable state law may provide you with rights to receive certain disclosures regarding the collection, use and sharing of Personal Information, as well as rights to know, access, correct, delete and/or opt-out of certain disclosures of Personal Information. To the extent that we collect Personal Information that is subject to such laws, that information, our practices and your rights are described below. Note

that certain information we collect may be exempt from such state laws because it is considered public information (because it is made available by a government entity) or covered by a federal privacy rule.

Right to Know Categories of Data Collected, Sold, Disclosed or Shared, and Purposes for Collection

You have a right to receive information regarding the categories of Personal Information we collect, sell, disclose or otherwise share. You also have the right to receive information regarding the sources of Personal Information we collect, the purposes for which we collected it and the third parties and service providers with whom we shared it as well as the retention period or criteria for determining retention of such data. That information is provided to you in Sections 2 and 3 of this Policy.

Right to Access Personal Information

You have the right to request access to specific pieces of Personal Information collected about you. To protect our customers' Personal Information, we are required to verify your identity before we can act on your request. Note that we may not be permitted to give you access to certain specific pieces of sensitive information (such as a driver license or social security number), or records that contain the personal information of a third party.

Right to Delete Personal Information

You have the right to request in certain circumstances that we delete any Personal Information that we or third-parties on our behalf have collected directly from you. To protect our customers' Personal Information, we are required to verify your identity before we can act on your request and maintain a record of your request, and in some cases, we are required or permitted by law to retain all or some of your Personal Information for specific purposes. If we do, we will explain that to you in our response.

Right to Correct Personal Information

You have the right to request in certain circumstances that we correct any inaccurate Personal Information that we have collected directly from you. To protect our customers' Personal Information, we are required to verify your identity before we can act on your request.

Right to Information Regarding Participation in Data Sharing for Financial Incentives

We may run promotions from time to time whereby we incentivize a consumer to share certain pieces of information with us; for example, we may offer a one-time discount if consumers sign up for our email marketing list. The value of the data provided to us is based on the value of the discount provided to you. Participation in these incentives is voluntary and you may opt out of the data sharing at any time.

Right to Opt Out of Targeted Advertising or Sale or Sharing of Personal Information to Third Parties

We do not generally sell information as the term "sell" is traditionally understood. To the extent we sell, as the term "sell" is defined under applicable law, or share your personal information, you have the right to opt out of any sale or sharing of Personal Information by us to third parties. You may exercise this right by clicking on the Do Not Sell/Share My Personal Information link at the bottom of one of our applicable Properties and toggling off the Marketing Cookies or contacting us through our website at <https://www.redbull.com/us-en/energydrink/contact-privacy>. Please note that under applicable law your right to opt out does not apply to our selling or sharing of data with service providers, who are parties we engage to perform a function on our behalf and are contractually obligated to use the data only for that function. Additionally, certain browsers may allow you to opt-out of sales on all websites accessed through that browser. Where required by law, we will honor browser-based opt-out settings.

Right to Limit Use of Sensitive Personal Information

You may have the right to limit our use of your Sensitive Personal Information to only what is strictly necessary for us to provide our services to you and for the limited purposes otherwise allowed by applicable law. You may exercise this right by clicking on the Limit Use of My Sensitive Personal Information link at the bottom of one of our applicable Properties and toggling off the Marketing Cookies or contacting us through our website at <https://www.redbull.com/us-en/energydrink/contact-privacy>.

Right to Personal Information about Certain Third-Party Disclosures

You have the right to request information regarding third parties to whom the company has disclosed certain categories of Personal Information during the preceding year for the third parties' direct marketing purposes.

9.2. How to Exercise Your Rights. You may submit a request to exercise your rights described above as follows:

* By contacting us through our website at <https://www.redbull.com/us-en/energydrink/contact-privacy>; or

* By calling us at +1 (855) 997-1970.

Applicable state law requires us to verify your identity before providing a substantive response to your request to exercise some of your rights described above. Generally, we will verify your identity by asking you to (a) provide us with your email to ensure your email is verified, and (b) confirm the right you wish to request under this Policy. In appropriate circumstances, we may ask you for additional information to verify your identity. Once your identity is verified, we will work to process your request in a timely manner in accordance with applicable law. If we cannot verify your identity, we may not be able to process your request.

You can designate an authorized agent to submit requests on your behalf. However, we will require written proof of the agent's permission to do so, and we will need to verify your identity directly.

9.3. Appeals. You have a right to appeal decisions concerning your ability to exercise your consumer rights. Please contact us at <https://www.redbull.com/us-en/energydrink/contact-privacy> to request an appeal concerning decisions on your consumer request.

10. Updates

A notice will be posted on our Properties for 30 days whenever there are material changes to this Policy. By continuing to use our Properties you confirm your acceptance of the updated Policy.

11. Contact Us

If you have a question, concern or complaint about this Policy or our handling of your Personal Information, you can contact us through this website at <https://www.redbull.com/us-en/energydrink/contact-privacy>.

ASSUMPTION OF RISK, RELEASE AND LIABILITY WAIVER

THIS EVENT MAY INVOLVE SERIOUS RISK OF INJURY. I UNDERSTAND THAT BY SIGNING THIS ASSUMPTION OF RISK, RELEASE AND LIABILITY WAIVER (THE "RELEASE") I AM GIVING UP THE RIGHT TO SUE IF I AM INJURED WHILE PARTICIPATING IN THIS EVENT. PARENTS/GUARDIANS OF MINORS UNDER 18 MUST SIGN THIS RELEASE IN ADDITION TO THE MINOR'S SIGNATURE.

Waiver: In consideration of being permitted to participate in any way in the event currently entitled "FORMULA 1 CRYPTO.COM MIAMI GRAND PRIX" located at the **Miami International Autodrome** at or around **Hard Rock Stadium**, currently scheduled to take place from **May 5-7, 2023** (the "Event"), I, for myself, my heirs, personal representatives or assigns, **do hereby release, waive, discharge, and covenant not to sue** Red Bull North America, Inc., its parent, affiliates, Event production companies, landowners/lessors, agents, contractors of the Event locations, hosts, sponsors, advertisers (collectively, "Red Bull") and each of their respective owners, officers, shareholders, directors, employees, and agents (collectively, the "Released Parties") from liability **from any and all claims, including the negligence of the Released Parties**, resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in the Event, as more fully set forth below (collectively, the "Claims"). I expressly waive whatever benefits I may have under Section 1542 of the California Civil code (and any equivalent applicable law of the State in which this document is signed) which provides that: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

Assumption of Risks: I understand that the activities involved in the Event are physically and mentally intense and may involve the danger of encountering known and unknown risks, including the significant risk of **SERIOUS BODILY INJURY, illness, disability, emotional trauma, damage to property and DEATH**. I represent that I am physically fit, in good health, and have no physical or mental problems which would hinder me in any of such activities. I am sufficiently trained and experienced enough to understand the risks involved in the Event. Participation in the Event carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains, 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions, to 3) catastrophic injuries including paralysis and death. I understand that these risks may be caused by Red Bull, other participants, myself or other third persons. **I have read the previous paragraphs and I know, understand and appreciate these and other risks that are inherent in the Event. I hereby assert that my participation is voluntary and that I knowingly assume all such risks. I agree to comply with any Event rules and/or regulations.**

Acknowledgments of COVID-19 and Other Risks: I fully understand that (a) the novel coronavirus SARS-CoV-2 and any resulting disease (together with any mutation, adaptation, or variation thereof, "**COVID-19**") is an extremely contagious disease that can lead to severe illness and death, and there is an inherent danger and risk of exposure to COVID-19 and/or any other communicable disease in any place where people are present; (b) no precautions, including the protocols that will be implemented from time to time by the Released Parties and/or third parties (including, but not limited to, federal and state governmental agencies) (collectively, the "**Protocols**"), can eliminate the risk of exposure to COVID-19 and/or other communicable diseases; (c) while people of all ages and health conditions can be and have been adversely affected by COVID-19, according to public health authorities (i) people with certain underlying medical conditions are or may be especially vulnerable, including, but not limited to, people with chronic kidney disease, chronic obstructive pulmonary disease, moderate to severe asthma, liver disease, compromised immune systems (including as a result of organ transplant), obesity, serious heart conditions, sickle cell disease, and type 2 diabetes, and (ii) the risk of severe illness from the contraction of COVID-19 increases steadily with age, and contracting COVID-19 can result in the further transmission of COVID-19 to my spouse, family members, and other contacts; and (d) exposure to COVID-19 can result in being subject to quarantine requirements, illness, disability, other short-term and long-term health effects, and/or death, regardless of age or health condition. I fully understand and knowingly and voluntarily assume all risks related to my PARTICIPATION IN THE EVENT, which may include an increased risk of exposure to illness AND/OR any COMMUNICABLE DISEASE (including, without limitation, COVID-19), personal injury, disability, other short-term or long-term health effects, AND/OR death, which might result from the actions, inactions, or negligence of MYSELF, any of the Released Parties (as defined below), OR OTHER THIRD PARTIES. I accept personal responsibility for any and all damages, liability, and other losses that I or any of my Related Persons may incur in connection with the foregoing risks.

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD the Released Parties HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorneys' fees brought as a result of my involvement in the Event and to reimburse the Released Parties for any such expenses incurred.

Arbitration: I unconditionally and irrevocably agree on behalf of myself and each of my successors, heirs, and assigns that, all disputes arising out of or relating to this Release or to the Claims, including without limitation, all claims based in contract or tort, shall be submitted to arbitration and resolved by a single arbitrator (who shall be a retired judge) in accordance with the Commercial Arbitration Rules of the Judicial Arbitration and Mediation Services, Inc. ("**JAMS**") then in effect. In addition, all questions regarding the arbitrability of the dispute, including

whether I have agreed to arbitrate the dispute, shall be decided by such arbitration. All arbitration shall take place at the JAMS office located in or closest to Santa Monica, California.

Red Bull Owns The Exclusive Right To Use My Name And Likeness From This Event: I irrevocably grant to Red Bull and each of its licensees, successors and assigns, and each of the authorized photographers acting on their behalf, without additional compensation: (i) the unrestricted right to videotape, film, portray and photograph me and my actions and record my voice and other sound effects while I am present at the Event; and (ii). I irrevocably grant to Red Bull the exclusive right to use my name, image, likeness, voice and biography for any purpose and in any manner, including, without limitation, in connection with the distribution, advertising, promotion, commercial tie-in or other ancillary exploitation of the Event, and any entertainment programming related thereto, in whole or in part, in all media and by all means now known or hereafter devised and in all languages, throughout the universe in perpetuity.

Consent To Medical Care: I (and, if applicable, my Parent) authorize each of the Released Parties to call for medical care for me or to transport me to a medical facility at my expense if medical attention is needed. I (and, if applicable, my Parent) also authorize any physician or other medical provider or facility to provide any emergency medical/surgical care. I (and, if applicable, my Parent) acknowledge and agree that none of the Released Parties is under any legal obligation to render assistance to me.

Acknowledgment of Understanding: I acknowledge that **I am at least 18 years of age** (otherwise, my parent/guardian is present and has signed below) and I have read this Release and fully **understand its terms, and understand that I am giving up substantial rights, including my right to sue.** I acknowledge that I am signing freely and voluntarily, and **intend by my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law. This Release shall be governed by, and construed in accordance with, the laws of the State of California without giving effect to the principles of conflicts or choice of laws.