

TERMS OF PARTICIPATION

NO PURCHASE OR OTHER CONSIDERATION NECESSARY TO PARTICIPATE. PURCHASE WILL NOT IMPROVE CHANCES OF WINNING.

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

FOR SOUTH AFRICA (if participating): If You are a consumer, as defined in the Consumer Protection Act 68 of 2008 ('Consumer Protection Act') the Organizer (as defined below) has a duty to point out certain important terms to you. The paragraphs which contain these important terms and the reasons why they are important are set out below:

- a. **Limitation of the Organizer's liability:** Clauses 1, 3, 4 and 10 are important because they limit and exclude obligations, liabilities and legal responsibilities which the Organizer may otherwise have had towards You. They also limit and exclude Your rights and remedies and places various risks, liabilities, obligations and legal responsibilities on You.
- b. **Assumption of risk:** Clauses 1, 3, 4 and 10 are important because they contain assumptions of risk by You and may limit Your rights and remedies against the Organizer.
- c. **Acknowledgment of fact:** Clauses 3 and 7 are important because they each contain an acknowledgement of fact by you. You must read each paragraph carefully because they set out how monies are held on your behalf.
- d. **Indemnity:** Clause 10 requires You to indemnify and hold the Organizer harmless against claims that may be made against the Organizer in certain circumstances. This may place various risks, liabilities, obligations and legal responsibilities on You and the Organizer may claim payment from You of the amount of these claims.

1. THE ORGANIZER

- 1.1 This Promotion is run by Freeride Mountain Bike Association (FMBA) e.V. ("Organizer") whose registered office is located at Karl – Theodor – Strasse 55, 80803 Munich, Germany, with the support of the Organizer's cooperation partners, agencies and service providers.
- 1.2 In the event this Promotion is run via one or more third party platform(s), the Promotion is not linked to the third party platform(s) and is not organized, endorsed or administered by, or associated in any way by the third party platform(s). Your use on the third party platform(s) is subject to the terms and conditions located on such site. The Organizer disclaims any liability should You fail to comply with the third party platform(s) terms and conditions.

2. THE PROMOTION (the "Promotion")

- 2.1 The title of the Promotion is the Red Bull Rookie of the Year Award. Within this Promotion, two sub-Promotions will be run. The Red Bull Rookie of the Year Award comprises the FMBA Red Bull Rookie Standings and the Red Bull Rookie Award Best Line.
 - 2.1.1 Red Bull Rookie of the Year which comprises the FMBA Red Bull Rookie Standings, starts on 1 January 2019, 12:00:00 am UTC+1 and ends on 15th November 2019, 12:00:00 am UTC+1 (inclusive). Every Participant that is eligible for the Red Bull Rookie Award as per Article 3. Eligibility will be considered on the FMBA Red Bull Rookie Standings according to his result(s) as per Section 4.1.
 - 2.1.2 Red Bull Rookie Award Best Line: starts on 1 August 2019, 12:00:00 am UTC+1 and ends on 31 October 2019, 12:00:00 am UTC+1 (inclusive). In short, the Red Bull Rookie Award Best Line is a virtual competition where Participants hand in a video where they are being judged on and receive ranking points for. Participants need to register their entry for this virtual event via the FMBA

member management platform and must be eligible to participate according to Article 3. Eligibility. All entries must be received by the Organizer before the closing date. All entries received after the closing date are automatically disqualified.

3. ELIGIBILITY

- 3.1 In order to enter this Promotion and to be eligible to get a reward, You represent and warrant that You satisfy the following eligibility criteria:
- You must be age 16 and older and below age 22 (ranges 31.12.2002 - 01.01.1998) to be eligible for participation. The Organizer will verify the birth date that You enter/confirm when registering for an FMB WT or AM License through the FMBA Member management platform.
 - If You are under the age of 18, You are participating in this Promotion under the active supervision of a parent or legal guardian, ("Guardian") who has read and agreed to these Terms on Your behalf. Persons under the age of 16 years of age are not allowed to participate in this Promotion or transmit or otherwise submit Personal Data (all data relating to You, such as Your contact details, Promotion responses and photographs) to the Organizer. It is voluntary to provide us with Your Personal Data; however, You will not be able to enter the Promotion if You do not supply all required Personal Data.
 - If You are under the age of majority in Your country of residence, You are participating to the Promotion under the active supervision of a parent, legal guardian, or other responsible adult (altogether referred to as "Guardian" in the following) who has read and agreed to these Terms on Your behalf. Organizer excludes any responsibility and/or liability in case the participation/the award of a prize requires the approval of a Guardian. This solely lies within Your responsibility.
 - You acknowledge that You are in possession of a current FMB World Tour License or a FMB Free Amateur License and that the data you have entered/confirmed when registering for the 2019 License is correct.
 - You acknowledge that You have not competed yet at a Diamond event unless via Wildcard in the current (2019) season
 - Please note that the Organizer is not liable in cases where Participants are not legally allowed to take part in the Promotion due to national or local laws.
 - The Organizer is not responsible in case a Participant is not physically or mentally able to perform any or all of the described tasks; there is no legal right to participate in this Promotion whatsoever. Organizer is not liable in case a Participant injures him-/herself while performing actions with regard to this Promotion.
 - Directors, officers and employees of the Organizer, its parent, and any of their respective affiliate companies, subsidiaries, agents, any company involved in the development or production of the Promotion, professional advisers, third party service providers or advertising and promotional agencies involved with this Promotion, and immediate family members and those living in the same household of such persons (whether legally related or not) are not eligible to enter or win any rewards in this Promotion. The Organizer shall verify these conditions consulting its database at the time of the selection.
- 3.2 The Organizer will not accept entries that are: (a) automatically generated by computer; (b) completed by third parties (on Your behalf) or in bulk; (c) illegible, have been altered, reconstructed, forged or tampered with; or (d) incomplete. The Organizer reserves the right to verify the email address provided

by You including where required, any consent provided by a Guardian to require proof of age, identity and/or other provided details at any time at its discretion. In the event of any dispute, entries containing an invalid email address or incorrect data regarding the age or residence of You will be deemed ineligible. You must not enter this Promotion through the use of multiple email accounts or social media accounts. If it becomes apparent that You have used multiple email accounts or social media accounts to circumvent this rule all Your entries will be disqualified.

4. RULES OF PARTICIPATION, SELECTION PROCESS AND THE REWARDS

- 4.1 The Red Bull Rookie of the Year title will be awarded to the #1 ranked Participant on the FMBA Red Bull Rookie Standings to closing date. For the FMBA Red Bull Rookie Standings a Participant's best two regular competition results from FMB sanctioned Gold, Silver and Bronze Events (as per the FMB World Tour calendar) count as well as a Participant's video competition result from the Red Bull Rookie Award Best Line. A Participant does not need to have all three results to be ranked on the Standings but can also have less. A Participant is automatically being ranked on the FMBA Red Bull Rookie Standings when he is eligible as per Article 3. Eligibility and has at least 1 result from regular or video competitions.
- 4.2 For the Red Bull Rookie Award Best Line: Participants need to enter this sub-promotion, through <https://www.fmbworldtour.com/en/Rookie-of-the-Year.html> and follow the given instructions step by step, which includes providing the data that is requested in order to register (e.g. name and email address). When entered Participants will have to submit 1 video ("Video). You must own the copyright in the Video. The Video **must** be Your own work and **must not**: (a) be copied; (b) contain third party materials; (c) contain any content You do not have permission to use; (d) be offensive, distasteful, defamatory, dangerous, obscene, inappropriate; (e) violate the rights of any third party (e.g. any identifiable persons appearing in the Video or reflect a political statement; and/or (f) breach any applicable laws. The Video needs to be max 1 minute. Submission timeframe: Aug 1st - Oct 31st 2019. The Video needs to contain: 3 consecutive tricks in one line, rider introduction and no music in order to successfully complete the Promotion. Participants can also submit multiple Videos but will only be ranked once with their best Video (see below). The Top 50 riders of the Red Bull Rookie Award Best Line will be judged and ranked and receive FMB Silver level ranking points.
- 4.3 There is no limit to the number of Participants that are considered for the Red Bull Rookie Standings or that can enter the Red Bull Rookie Award Best Line.
- 4.1 Red Bull Rookie Award Best Line judging and ranking: Suitably skilled personnel of the Organizer together with a skilled and independent judge or equivalent (the "**Judges**"), will choose one reward recipient from all the valid entries received in accordance with the Terms. The decision of the Judges is final and no correspondence or discussion will be entered into. When selecting the winning entries, the Judges' decision will be based on style, amplitude, execution, trick difficulty, variety of tricks. The Judges will in their sole discretion look for Submitted Content that best interprets the theme.
- 4.2 Winner of the Red Bull Rookie of the Year Award: The #1 ranked Participant on the FMBA Red Bull Rookie Standings to closing date will be the Red Bull Rookie of the Year 2019. In case there is a tie due to equal ranking points the same jury as for Section 4.4 will break the tie and announce the winner.
- 4.3 The reward is:
 - 4.3.1 "**Red Bull Rookie Award/Rookie of the Year**" **Winner**: Wildcard to Crankworx in Rotorua (NZL), flights and accommodation included.
 - a. "**Red Bull Rookie Award Best Line**" **Winner**: Free FMB World Tour License for 2020 and a Red Bull Rookie Award Best Line trophy
 - 4.3.2 The reward recipient(s) will be informed on November 15th, 2019 and announced on November 18th, 2019
 - 4.3.3 The total value of each reward will not exceed 2500 Euro per person.
 - 4.3.4 Participants will be informed via mail and/or phone.
- 4.4 For full details of the selection process please email rookies@fmbworldtour.com. If the selected reward recipient(s) does not meet the eligibility criteria set out in these Terms, the Organizer will re-draw and select an alternative reward recipient(s). If You are disqualified, the Organizer is under no obligation to

publish this fact. The Organizer undertakes to ensure transparency and to log the selection process appropriately in order for the results to be verified.

- 4.5 Late, illegible, incomplete, defaced or corrupt entries will not be accepted. No responsibility can be accepted for lost entries and proof of transmission will not be accepted as proof of receipt. Entries cannot be returned.

5. NOTIFICATION AND CLAIMING THE REWARD

- 5.1 The contact details You provide with Your Promotion entry will be used to notify You of any rewards You are entitled to receive, so please make sure they are kept up to date and accurate.
- 5.2 The Organizer shall contact the reward recipient(s) using the telephone number or email address provided with the Promotion entry. On notification, the reward recipient(s) will be provided with details on how to claim the reward and will be given up until 25th November 2019 to claim the reward. If a reward recipient cannot be contacted or is not available, or has not claimed their reward within this period, the Organizer reserves the right to offer the reward to the next eligible participant, selected in accordance with the Selection Process.
- 5.3 The reward is personal and non-transferable and may not be claimed by a third party on Your behalf.
- 5.4 A list of reward recipients may be published on the Organizer's website. In the event that You are a reward recipient You agree that the Organizer may disclose Your information e.g. first name, last name, nickname, in accordance with the above.
- 5.5 The maximum delivery term shall be no longer than 1 month from the end of the Promotion or the date of the reward claim. Any delay in relation to delivery of the rewards shall be communicated to the reward recipient(s).
- 5.6 In case a minor Participant (who requires the consent of a Guardian under Clause 3 and obtained such consent in accordance with Clause 3) wins a reward and if the acceptance/usage of such reward requires the approval or attendance of a Guardian (for instance travel or the participation in a sport-related activity), in case no approval is given for the Participant to claim the reward without the attendance of the Guardian, Red Bull GmbH, Am Brunnen 1, 5330 Fuschl am See, will cover the reasonable travel costs of the Guardian. Neither You nor the Guardian has any rights or claims regarding additional expenses in connection with the award of rewards. Each reward recipient and the Guardian, if required, must travel together on the same itinerary.
- 5.7 Any other incidental costs and expenses associated with reward acceptance and use such as security fees, gratuities, luggage fees, snacks, drinks, and incidental charges are the responsibility of the reward recipient(s) (and reward recipient's companion). Ground transportation may be provided in lieu of air transportation if the reward recipient resides within a small radius of the destination, and no compensation or substitution will be provided for difference in value.
- 5.8 Each reward recipient must possess and show valid travel documents, prior to departure (e.g. valid passport or other acceptable government-issued identification). Travel insurance and spending money are the specific responsibility of the reward recipient and companion. Once airline tickets have been issued, no changes by winner will be permitted. The Organizer will determine airline, airports, flight itinerary and overnight accommodations in its sole discretion. Travel and accommodation restrictions, conditions, and limitations may apply. The Organizer will not replace any lost, mutilated, or stolen tickets or travel vouchers. Reward recipient(s) and, if applicable, their companion(s) will require (and be responsible for the cost of obtaining) a valid passport and/or valid travel documents with at least 6 months' validity as well as any required visas.

- 5.9 To the extent permitted by law, the Organizer reserves the right to replace any or all rewards with rewards of equal or greater value.
- 5.10 Please note that no travel or other costs will be reimbursed for the participation in the Promotion except for those expressly mentioned in these Terms. No cash alternatives will be provided and rewards You are entitled to receive are non-transferable and non-refundable.
- 5.11 The reward recipient shall remain liable for all taxes (including interest and penalties) due and payable to competent tax authorities in respect of any prize monies payable.

6. ORGANIZER'S RIGHT TO CHANGE THE TERMS AND TO DISQUALIFY

- 6.1 To the extent permitted by law, and without affecting Your statutory rights, if in the Organizer's opinion the Promotion is compromised by any event beyond the Organizer's control, the Organizer reserves the right to modify, terminate, amend or extend the Promotion without responsibility and liability for any amount or kind of loss or damage that may result to You or any third party (whether direct or indirect). You should check our website regularly for any changes which will apply from the date that they are uploaded.
- 6.2 At any time during the Promotion, the Organizer reserves the right in its sole discretion to disallow or suspend votes, disqualify and/or remove any Participant if it has reason to believe that where voting is used as a selection process, anyone voting for such finalist has been paid, incentivised or pressured in any way for placing their vote, either by the finalist or any third party and/or the Participant fails to observe these Terms, is engaged in cheating, or where applicable any other kind of illegal or inappropriate behaviour. The Organizer's decision in relation to all matters in connection with the Promotion is final, and no correspondence will be entered into.
- 6.3 In the event that a winning participant is disqualified, the reward will be forfeited and selected in accordance with the Selection Process.

7. FAIR PLAY

You warrant that Your entry does not contain material that violates or infringes another's rights or reflects a political statement, including but not limited to privacy, publicity or intellectual property rights, contain brand names or trademarks, other than those of the Organizer, which You have a limited licence to use for the sole purpose of this Promotion, contain copyrighted material not created by You, other than material that You have necessary rights, consents and permissions to use, contain material that is offensive, distasteful, dangerous, inappropriate, indecent, inappropriate, obscene, hateful, tortious, defamatory, slanderous or libelous and obtain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where the entry is created. In the event this Promotion is run via one or more third party platform(s), You warrant and represent that Your entry does not infringe the Terms of the third party platform(s).

8. GRANT OF RIGHTS

- 8.1 You may submit the material, where applicable, to the Organizer in connection with the Promotion (collectively, the "**Entry Materials**"). Entry Materials may contain You, (or another's) voice, image, photograph, statements, biographical information, performances, name and likeness and other user-generated content.
- 8.2 As consideration for Your participation in this Promotion and the opportunity for You to win a reward, You will assign to the Organizer all rights as set forth in the applicable law and to Entry Materials to the broadest extent possible. To the extent that rights are not assignable, You grant to the Organizer a worldwide, unlimited, exclusive, royalty-free, transferable licence to use the Entry Materials for the purposes of this Promotion, including but not limited to the display on any and all Organizer and its

affiliates' websites, including social media websites. The Organizer does not guarantee any confidentiality with respect to Entry Materials. Subject to any licence, You grant herein, any and all Entry Materials that You upload, store, transmit, submit, exchange or make available to the website is generated, owned and controlled solely by You, and not by the Organizer. It is solely Your responsibility to monitor and protect any intellectual property rights that You may have in Your Entry Materials, and the Organizer does not accept any responsibility for the same. You expressly acknowledge that You and any person who appears in the Entry Materials have the right to decline use of the Entry Materials for marketing material.

- 8.3 You represent and warrant that all necessary rights, permissions, consents and moral rights' waivers have been duly and effectively obtained from any performer, presenter, contributor or other person involved in the Entry Materials or rights, services or facilities in connection with it.
- 8.4 To the extent permitted by applicable law, reward recipients may be requested to take part in promotional activity and the Organizer reserves the right to use the names and addresses of reward recipients, their photographs and audio and/or visual recordings of them in any promotional material to the extent each reward recipient agrees. The Organizer will seek the consent of the reward recipient, where required. You expressly acknowledge that You and any person who appears in the Entry Materials have the right to decline use of the Entry Materials for marketing material.

9. COLLECTION OF INFORMATION AND DATA PRIVACY

Information about how the Organizer may collect, process and store Your Personal Data for the Promotion and otherwise, can be found within our <https://fmbworldtour.com//index.php?url=en/Privacy-policy.html>. The Organizer is allowed to transmit the collected contact information (specially including, but not limited to, name, address, email address) in connection with the Red Bull Rookie Award Best Line to Red Bull. Information about how Red Bull may collect, process and store Your Personal Data for the Promotion and otherwise, can be found within www.redbull.com/pp/en_INT. FOR PERU (if participating): You may, under the applicable local laws, be entitled to request information about the locations where the databases that store your personal data are located. FOR AUSTRALIA (if participating): Organizer/Red Bull collects the Participant's personal information for the purposes of administering this promotion and to advise him or her of Organizer's/Red Bull products and future events ("Purpose"). The Participant's personal information will be retained by Red Bull in accordance with the Australian Privacy Principles and the Privacy Act 1988 (Cth). If the Participant does not provide the personal information Organizer/Red Bull will not be able to enter the Participant into the Promotion or provide the Participant with information about Red Bull products and future events. Organizer/Red Bull may provide the Participant's personal information to Organizer's/Red Bull's related entities and third parties in relation to the Purpose, who may be located in Australia or other countries (including Europe, the United States or Singapore) but if Organizer/Red Bull does so Organizer/Red Bull takes steps to ensure that the Participant's privacy is respected. For further information, including how the Participant can access and correct the personal information Red Bull holds about the Participant or to make a privacy complaint, please see Organizer's [Privacy Policy](#)/Red Bull's [Privacy Policy](#) or contact Organizer via email at info@fmbworldtour.com or Red Bull via email at privacy@au.redbull.com.

10. LIABILITY AND WARRANTY

- 10.1 Insofar as is permitted by law, the Organizer, its employees, agents or distributors will not in any circumstances be responsible or liable to compensate the reward recipient or accept any liability for any loss, damage, personal injury or death occurring as a result of participation in the Promotion, as well as taking up the reward. Any limitation of liability shall be excluded for fraud, willful misconduct or gross negligence. Your statutory rights are not affected. FOR AUSTRALIA (if participating): (including the Consumer Guarantees under Schedule 2 of the Competition and Consumer Act 2010)
- 10.2 The Organizer and the Red Bull Group exclude all liability to You for any loss of income, loss of profits, loss of goodwill, loss of data, loss of opportunity (in each case whether direct or indirect) and any indirect

or consequential loss or damages incurred or suffered by You in connection with Your participation in the Promotion unless such loss arises from the Organizer's or the Red Bull Group's failure to respect its contractual and legal obligations, in which case Organizer/Red Bull still limits its liability for the abovementioned situations to the extent allowed by applicable law.

- 10.3 The Organizer and the Red Bull Group shall not be liable for: late, lost, delayed, damaged, misdirected, incomplete, illegible, or unintelligible entries; telephone, electronic, hardware, or software program, network, Internet, or computer malfunctions, failures, delays or difficulties; errors in transmission; reward notification deliveries attempted but not received; any loss suffered by anyone who enters or attempts to enter and/or participate in the Promotion, whether the entry is lost, not submitted, wrongly processed or does not win.
- 10.4 There is no legal right to participate in this Promotion. The Organizer is not responsible if You are unable to participate in the Promotion for any reason.
- 10.5 The Organizer is not liable if You injure Yourself while performing actions with regard to this Promotion. You represent that You do not have any condition and are not affected by any circumstances that would prevent You from safely participating in the Promotion or would pose a present risk to others in Your doing so. You also agree that You are not otherwise prohibited from participating in the Promotion for any reason.
- 10.6 In no event shall the Organizer and the Red Bull Group be responsible or liable for any failure or delay in the performance of its obligations under these Terms arising out of or caused by, directly or indirectly, circumstances or forces beyond its reasonable control, including but not limited to strikes, work stoppages, accidents, or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software or hardware) services, when these circumstances constitute a force majeure as defined under applicable local law.
- 10.7 To the fullest extent permissible by law, no conditions, warranties or other terms apply to the Promotion and all Free Products are awarded "as is" and without warranty of any kind, express or implied (including, without limitation, any implied warranty of satisfactory quality or fitness for a particular purpose).
FOR AUSTRALIA (if participating): The Participant's statutory rights are not affected (including the Consumer Guarantees under Schedule 2 of the Competition and Consumer Act 2010).
- 10.8 The Organizer excludes any responsibility and/or liability in case the participation/the award of a reward requires the approval of a Guardian. This solely lies within Your responsibility.

11. GENERAL

- 11.1 If any provision of the Terms shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of the Terms shall not in any way be affected or impaired thereby.
- 11.2 These Terms shall be governed by and construed in accordance with the laws of Austria, and the parties submit to the non-exclusive jurisdiction of the courts of Vienna Inner City.
- 11.3 The latest version of the Terms will be available on the Organizer's website.
- 11.4 For general questions arising out of these Terms and/or related to this Promotion, please contact rookies@fmbworldtour.com.

Created: 12 April 2019