

## Terms & Conditions – Velosolutions Event GmbH

By entering and participating in the Red Bull Pump Track World Championship, including the Red Bull Pump Track World Championship Final (“Event(s)”), you (“You”) agree to be bound by these Terms of Participation (“Terms”), by the official rulebook and represent that you satisfy all of the eligibility requirements below. This Event is subject to these Terms and to all applicable laws and regulations.

This Event is run by Velosolutions Event GmbH (“Organizer”) whose registered office is located at Via Stenna 4, 7017 Films, Switzerland.

The Event introduces the first ever Red Bull Pump Track World Championship and brings a fresh face to bike racing with qualifier events all around the world. According to the official rulebook only the top 4 riders of each qualifier Event in both categories advance to the Event Final.

### 1. ELIGIBILITY

- 1.1 In order to enter this Event, You represent and warrant that You satisfy the following eligibility criteria:
- 1.2 You acknowledge that You are a natural person 16 years of age or older at the time of entry, and, if You are under the age of 18, You are participating in this Event 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 Event or transmit or otherwise submit Personal Data (all data relating to You, such as Your contact details, Event 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 Event if You do not supply all required Personal Data.
- 1.3 The Event is open to all applicants. Please note that the Organizer is not liable in cases where Participants are not legally allowed to take part in the Event due to national or local laws.
- 1.4 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 Event, professional advisers, third party service providers or advertising and event agencies involved with this Event, and immediate family members and those living in the same household of such persons (whether legally related or not) are not eligible to enter in this Event.
- 1.5 The Organizer will not accept registrations 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 Your Guardian to require proof of age, identity and/or other provided details at any time at its discretion. In the event of any dispute, registrations containing an invalid email address or incorrect data regarding the age You will be deemed ineligible.
- 1.6 Please note that the official language of the Event will be English and that all interactions with the Organizer, including these terms and conditions, the registration, and further instructions in the course of the Event, will generally be in English language.
- 1.7 Prior to being eligible to participate in the Event, You must completely and accurately fill out the online registration at [www.redbullpumtrackworldchampionship.com](http://www.redbullpumtrackworldchampionship.com) and submit to the Event staff located at the on-site check-in of the Event a Participant Disclaimer, failing which You will not be allowed to participate. Further, if You are between the ages of sixteen (16) and the age of majority in your jurisdiction of residence, then your Guardian must complete the Participant Disclaimer on your behalf. Only one entry per person is allowed. Further, only natural persons and nonentrepreneurs are allowed to participate.
- 1.8 Late, illegible, incomplete, defaced or corrupt registrations will not be accepted. No responsibility can be accepted for lost registrations and proof of transmission will not be accepted as proof of receipt.

## **2. EVENT PERIOD**

- 2.1 The online registration phase for the Event starts on the 15 February. The Event is running from 31 March 2018 to end of October.
- 2.2 Applications received by Red Bull outside the registration phase will not be considered and will have no entitlement whatsoever pursuant to these Terms.

## **3. RULES OF THE EVENT**

See the official [rulebook](#).

## **4. THE PRIZES**

- 4.1 The winner of each qualifier Event („Finalist) will have their flight and accommodation paid for to attend the Red Bull Pump Track World Championship World Final. In the event that there are less than 10 riders in one category at any individual qualifier, the rider will qualify for the Red Bull Pump Track World Championship final but their flights and accommodation will not be paid for by the organiser. In this instance, the sports director can choose to make an exception to the rule if they deem the level of competition to be high enough.
- 4.2 The winner(s) (top3 of each category) of the Event Final (“Winner”) will be awarded with a prize money of EUR 20'000.00.
- 4.3 A list of Finalists and/or Winners can be viewed on the Organizer’s website. In the event that You are a Finalist and/or Winner You agree that the Organizer may disclose Your information e.g. first name, last name, nickname, in accordance with the above.
- 4.4 In case a minor participant (who requires the consent of a Guardian and obtained such consent in accordance with the Terms) participates in the Event and in case no approval is given for the participant to claim the prize(s) without the attendance of the Guardian, the Organizer 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 Finalist and the Guardian, if required, must travel together on the same itinerary.
- 4.5 Any other incidental costs and expenses associated with the prize(s) such as security fees, gratuities, luggage fees, snacks, drinks, and incidental charges are the responsibility of the Finalist (and the Finalist's companion). Ground transportation may be provided in lieu of air transportation if the Finalist resides within a small radius of the destination, and no compensation or substitution will be provided for difference in value.
- 4.6 Each Finalist 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 Finalist and companion. Once airline tickets have been issued, no changes by the Finalist 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. Finalists 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.
- 4.7 To the extent permitted by law, the Organizer reserves the right to replace any or all prizes with rewards of equal or greater value.
- 4.8 Please note that no travel or other costs will be reimbursed for the participation in the Event except for those expressly mentioned in these Terms. No cash alternatives will be provided and prizes You are entitled to receive are non-transferable and non-refundable.

4.9 The Finalists shall remain liable for all taxes (including interest and penalties) due and payable to competent tax authorities in respect of any prize monies payable. No cash alternatives will be provided and prizes are non-transferable and nonrefundable.

4.10 In case a Finalist does not claim his/her tickets for the trip to the Event Final he/she will have forfeited the prize and Red Bull reserves the right to determine an alternate winner based on the selection procedure set out in the official rulebook.

## **5. ORGANIZER'S RIGHT TO CHANGE THE TERMS**

To the extent permitted by law, and without affecting Your statutory rights, if in the Organizer's opinion the Event is compromised by any event beyond the Organizer's control, the Organizer reserves the right to modify, terminate, amend or extend the Event 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. GRANT OF RIGHTS**

To the extent permitted by applicable law, the Finalists or Winners may be requested to take part in Event related activities and the Organizer reserves the right to use the names and addresses of the Finalists or Winners, their photographs and audio and/or visual recordings of them in any Event material to the extent each prize winner agrees. The Organizer will seek the consent of the winner, where required.

## **7. COLLECTION OF INFORMATION AND DATA PRIVACY**

Information about how the Organizer may collect, process and store Your Personal Data for the Event and otherwise, can be found within our Privacy Policy.

## **8. LIABILITY AND WARRANTY**

8.1 Insofar as is permitted by law, the Organizer, its employees, agents or distributors will not in any circumstances be responsible or liable to compensate You or accept any liability for any loss, damage, personal injury or death occurring as a result of participation in the Event, as well as taking up the prize(s). Any limitation of liability shall be excluded for fraud, willful misconduct or gross negligence. Your statutory rights are not affected.

8.2 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 Event 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 Red Bull still limits its liability for the abovementioned situations to the extent allowed by applicable law.

8.3 The Organizer and the Red Bull Group shall not be liable for: late, lost, delayed, damaged, misdirected, incomplete, illegible, or unintelligible registrations; telephone, electronic, hardware, or software program, network, Internet, or computer malfunctions, failures, delays or difficulties; errors in transmission; prize notification deliveries attempted but not received; any loss suffered by anyone who enters or attempts to enter and/or participate in the Event, whether the entry is lost, not submitted, wrongly processed or does not win.

8.4 There is no legal right to participate in this Event. The Organizer is not responsible if You are unable to participate in the Event for any reason.

8.5 The Organizer is not liable if You injure Yourself while performing actions with regard to this Event. 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 Event 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 Event for any reason.

- 8.6 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.
- 8.7 To the fullest extent permissible by law, no conditions, warranties or other terms apply to the Event (including, without limitation, any implied warranty of satisfactory quality or fitness for a particular purpose).
- 8.8 The Organizer excludes any responsibility and/or liability in case the participation/the award of a prize requires the approval of a Guardian. This solely lies within Your responsibility.
- 8.9 You grant to the (medical) staff of the Event and its designees permission to administer or arrange for any medical assistance that they deem necessary or appropriate as a result of your participation, including without limitation, arranging transportation to a hospital or other medical facility.

## **9. GENERAL**

- 9.1 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.
- 9.2 These Terms shall be governed by Swiss Law, and the parties submit to the non-exclusive jurisdiction of the courts competent for the address of the Organizer.
- 9.3 The latest version of the Terms will be available on the Organizer's website.
- 9.4 For general questions arising out of these Terms and/or related to this Event, please contact [info@redbullpumptrackworldchampionship.com](mailto:info@redbullpumptrackworldchampionship.com).