



General Terms and Conditions & Privacy Policy Red Bull Air Race World Series 2008

A. INTRODUCTION

1 Scope

The following terms and conditions ("Terms and Conditions") describe the procedure for the purchase of tickets for RED BULL AIR RACE WORLD SERIES and to provide clear rules for the use of such tickets. The sale and use of such tickets are subject to the following Terms and Conditions, the privacy agreement and any other applicable laws or regulations.

2 Definitions

Application: means the official application via www.redbullairrace.com, <https://redbullairrace.showare.ch> / or via a printed copy of a "Sales Contract offer" and to be submitted by any Ticket Purchaser in order to be considered for Tickets and/or Hospitality Packages.

Brochure means any brochure or collateral material, in any format be it hard copy or on-line, produced by Red Bull Air Race GmbH describing the content of the Ticketing and Hospitality Programme

Caterer means the persons or organizations appointed by or approved by Red Bull Air Race GmbH to provide catering, food and beverage services for the Facility in respect of the relevant Event.

Facility(-ies) means the Red Bull Air Race High Flyer's Lounge, the Race Club or other facility within the hospitality area referred to in the Brochure and/or www.redbullairrace.com.

General Admission Ticket(s) (GAT): means one or more Tickets for an event day granting access to a dedicated area.

Guest(s): means relatives, close friends, colleagues and/or the companion of individuals in wheelchairs for whom the Ticket Purchaser may be applying and to whom Tickets may be transferred in accordance with these Terms and Conditions.

Notification(s): means the acceptance of the Ticket Purchaser's offer (application). A Notification may be done on-line, via a email confirming the purchase, or off-line via a "Sales Approval Form".

Hospitality Package(s): means Tickets including special services and which are directed at companies and individuals who want to attend and/or invite their clients for the Red Bull Air Race Corporate Hospitality Programme as set out in the Brochure and services descriptions available on www.redbullairrace.com.

Hospitality Package Purchaser(s) means any individual with legal capacity to contract applying for Hospitality Packages admitting access to the facilities for an event of the RED BULL AIR RACE WORLD SERIES races in accordance with these Terms and Conditions.

Parking Ticket means a parking ticket issued at the discretion of Red Bull Air Race GmbH permitting parking in a Parking Area.

Parking Area means a dedicated parking area allocated by Red Bull Air Race GmbH at an Event for use by holders of a Parking Ticket

Event(s): means a Red Bull Air Race Event which takes place during one or more days at one specific location and may consists of the Air Race as well as other Flying Displays or side acts.

Red Bull Air Race GmbH: means the company, whose offices are Am Brunnen 1, 5330 Fuschl am See, Austria, and who owns all the marketing rights of Red Bull Air Race and who is commercially exploiting and organizing the RED BULL AIR RACE WORLD SERIES in (including the issuing of Tickets)

Venue(s) means the reserved area/section which requires a Ticket to gain access including all entrance and exit gates as well as all other official installations.

Ticket(s): means a General Admission Ticket and/or a Hospitality Ticket giving right of entrance to a particular Event in accordance with the information stated thereon, of whichever form or material (paper ticket, print@home ticket or plastic access card)

Ticket Holder(s): means any individual holding a Ticket including, without limitation, Ticket Purchaser and Guests.



Ticket Purchaser(s): means any individual with legal capacity to contract applying for General Admission Ticket(s) and/or Hospitality Packages for the RED BULL AIR RACE WORLD SERIES Events in accordance with these Terms and Conditions.

Red Bull Air Race World Series: means the annual international world tour of Red Bull Air Race which will be held in different countries and cities according to the Red Bull Air Race Race Calendar.

3. Interpretation

- (a) Headings are for convenience only and do not affect interpretation.
- (b) The singular includes the plural and conversely.
- (c) A reference to conduct includes, without limitation, an omission, statement or undertaking, whether or not in writing.
- (d) Where there are two or more parties named as the Ticket Purchaser or Client, a reference to a right or obligation of the Ticket Purchaser or Client confers that right, or imposes that obligation, as the case may be, jointly and severally.

4. Prices

4.1 General information

The ticket prices indicated on www.redbullairrace.com, <https://redbullairrace.showare.ch/> and/or the Brochures may be subject to value added tax (VAT) or other sales tax, depending on the country where the Event takes place. Additional transaction, handling, print@home and delivery fees may also apply, depending on the country where the Event takes place. Such charges may be calculated either per unit order or per unit ticket purchased.

For the sales of Hospitality Packages, Red Bull Air Race reserves the right to request full payment based on a provisional invoice. An appropriate invoice for the purpose of VAT or sales tax calculation and registration may be issued at a later stage only upon request by the Ticket Purchaser and only by filling out the Form on www.redbullairrace.com/hospitality/vat

4.2 Transaction, convenience and delivery costs for phone, online and box office purchases

Red Bull Air Race GmbH shall assess the corresponding transaction, convenience and delivery charges for phone, online and box office ticket purchases. Such charges shall include postage and all expenses and costs resulting from producing, packaging and mailing the ticket, which may include: ticket booking, ticket printing, purchase order printing, packaging, manual quality control, payment processing and mailing the ticket with the purchase order. Print@home tickets may also be subject to delivery costs to cover expenses relating to the electronic access control at the event. Transaction, convenience and delivery costs may be charged to the Tickets Purchaser, either separately and on top of the ticket price or included in the final ticket price.

4. Taxation

Depending on taxation regulation in the country where the race is taking place, the sales of Hospitality Packages and/or Tickets as well as any additional transaction, handling, print@home and delivery fees charged on top of the value of the Hospitality Packages and/or Tickets may be subject to local Value Added Tax (VAT), Sales tax or General Sale Tax regulations.

Certain companies that have purchased hospitality packages and/or tickets may be eligible to deduct input-VAT, sales tax or GST in the tax-return they file in the host country where the race takes place. In case such Companies require (in addition to the Receipt and/or Email Confirmation sent to the Ticket Purchaser) a formal VAT/ Sales Tax Invoice for their tax-return, they may submit their request by filling out the form on www.redbullairrace.com/hospitality/vat. Please note that any request for deduction of input-VAT, sales tax or GST must be filed directly by the Company requesting it to the appropriate tax authorities.

B. USE OF GENERAL ADMISSION AND/ OR HOSPITALITY TICKETS

5 Transfer of Tickets

5.1 Ticket Purchaser shall retain one Ticket for their personal use and shall transfer the remaining Tickets to guests, friends or acquaintances for their personal use at a cost no greater than the face value of these Tickets plus the invoiced pro-rata costs (transaction, convenience, print@home and delivery fees).

5.2 Subject to the above, neither Ticket Purchaser nor guests, friends or acquaintances may sell, offer for sale, resell or otherwise transfer their personal Ticket without the prior written approval of Red Bull Air Race GmbH. Tickets may not be used for commercial purposes such as, without limitation, for promotion, advertising, use as a prize in a competition or sweepstake or as part of a travel package (for example combining flights, hotel and Tickets) without the prior written approval of Red Bull Air Race GmbH.

6 Entrance

6.1 Entrance to the venue shall only be authorized upon presentation of a valid Ticket per person. Red Bull Air Race GmbH reserves the right, for a specific Event, to grant access to children up to a certain age without presentation of a Ticket. The respective age categories and the respective conditions for such access are available on the application via www.redbullairrace.com or <https://redbullairrace.showare.ch/>. In order to be granted entrance to and remain in the venue, Ticket Holders as well as children which where given rightful access without a ticket, must comply with the provisions set out in these Terms and Conditions and any applicable safety and security regulations.



6.2 Any person attending a Red Bull Air Race Event acknowledges that the attendance of the Event bears certain due to the nature of the Event and hereby acknowledges that that Red Bull Air Race GmbH or any other relevant body cannot be held liable for any damage arising from attendance at the Event whether occurring before, during or after the Event with the exception of incidents arising from gross negligence and/or willful misconduct. Any person attending a Red Bull Air Race Event acknowledges that his/her movement in and around the venue is at his/her own risk, and hereby waives, on his/her behalf, and his/her heirs all potential claims against Red Bull Air Race GmbH, its affiliates, licenses, or their respective employees.

6.3 Red Bull Air Race GmbH shall be entitled to deny a ticket holder access to an event venue insofar as multiple printouts, reproductions, copies or counterfeits of any ticket are in circulation and insofar as the holder of a printout, reproduction, copy or counterfeit of any ticket was supplied beforehand with such printout, reproduction, copy or counterfeit for purposes of entering the event venue. Red Bull Air Race GmbH shall not be required to verify the authenticity of a ticket, or verify that the party presenting a ticket at the entrance to an Event is in fact the purchaser of such ticket, even if a counterfeit or copy presented at the entrance to the Event is not, beyond any doubt, demonstrably or recognizably a counterfeit or copy. If the holder of a ticket is denied access to an Event at the entrance thereto on the aforementioned grounds, such holder shall not be entitled to assert a refund claim for the purchase price of such ticket.

6.4 Entrance to the venue will be refused to any person noticeably under the influence of alcohol, narcotics or any behavior-modifying substance, or to any person behaving or likely to behave violently, harmfully or in a manner liable to disrupt public order. Ticket Holders agree to undergo any checks in accordance with any applicable law.

6.5 Any person at the venue is strictly prohibited from using, possessing or holding promotional or commercial objects and materials, offering to sell, selling or possessing goods with intent to sell, without limitation, drinks, food, souvenirs, clothes, promotional and/or commercial items. All such items may be removed or temporarily confiscated by stewards and/or any other legally authorized persons.

6.6 Any person having acquired a ticket from a person in breach of Article 5 or from or through any unauthorized intermediary acting in breach of Article 5 (for example internet auctions, unauthorized internet ticket agents) will not be admitted to the venue or will be expelled without any right to refund.

7. Safety and security

7.1 For the purpose of safety and security all persons attending a Red Bull Air Race event shall, if requested by stewards, safety personnel and/or any other legally authorized persons cooperate by:

- (a) producing a valid Ticket and proof of identity with valid photograph and signature (e.g. passport, identity card);
- (b) submitting to inspections, body checks and removal of unauthorized objects; and
- (c) complying with the instructions and guidelines of such personnel.

7.2 It is forbidden to use, possess, hold or bring to the venue the following items, without limitation, to be assessed at the discretion of the stewards, safety personnel, and/or any other legally-authorized persons:

- (a) weapons of any kind;
- (b) anything that could be used as a weapon or to cut, thrust or stab, or as a projectile, in particular long umbrellas, helmets and other unwieldy implements;
- (c) bottles, cups, jugs or cans of any kind as well as other objects made from PET, glass or any other fragile, non-shatterproof or especially tough material or Tetrapak packaging;
- (d) fireworks, flares, smoke powder, smoke bombs or other pyrotechnics;
- (e) alcoholic beverages of any kind, narcotics or stimulants;
- (f) racist, xenophobic, extreme right-wing, national-socialist, sexist or political propaganda material;
- (g) flagpoles or banner poles of any kind. Only flexible plastic poles and so-called double-poles that do not exceed 1 meter in length and 1 cm in diameter are permitted;
- (h) banners or flags larger than 2m x 1m50. Smaller flags and banners are permitted provided that they are made from material which is deemed "of low flammability" and complies with national regulations and standards;
- (i) official supporters' groups with giant overhead flags must notify Red Bull Air Race GmbH officials one day before the Event in question for them to decide whether these large overhead flags are permitted;
- (j) animals, with the exception of guide dogs and police dogs;
- (k) any promotional, commercial, political or religious objects, including but not limited to banners, signs, symbols and leaflets or any kind of promotional or commercial objects and material;
- (l) gas spray cans, corrosive, flammable substances, dyes or receptacles containing substances which are harmful to health or are highly flammable. Standard pocket lighters are permitted;
- (m) unwieldy objects such as ladders, stools, (folding) chairs, boxes, large bags, rucksacks, suitcases and sports bags. "Unwieldy" is given to mean all objects which are larger than 25cmx25cmx25cm;
- (n) large quantities of paper and/or rolls of paper;
- (o) mechanically-operated instruments which produce a noise such as megaphones and klaxons;
- (p) laser pointers;
- (q) cameras (except for private use and then only with one set of replacement or rechargeable batteries), video cameras or other sound or video recording equipment;



- (r) all devices used for the purposes of commercially transmitting or disseminating sound, pictures, descriptions or results of the events via the internet or other forms of media;
- (s) other objects which could compromise public safety and/or harm the reputation of the RED BULL AIR RACE WORLD SERIES.

7.3 It is forbidden, without limitation, to:

- (a) sell goods and tickets, distribute printed material and hold collections or carry out other promotional or commercial activities without prior written authorization from Red Bull Air Race GmbH;
- (b) throw objects or liquids of any kind, particularly in the direction of another person or in the direction of the area around the pitch or the pitch itself;
- (c) start a fire, let off or launch fireworks, flares, smoke powder, smoke bombs or other pyrotechnics;
- (d) express or disseminate political, racist, xenophobic or extreme right-wing propaganda and pursuits or slogans and emblems;
- (e) act in a way which may be interpreted by others as provocative, threatening, discriminatory or offensive;
- (f) create any threat to the life or safety of oneself or others, or harm anyone else in any way whatsoever;
- (g) cause damage to anyone or anything at any time;
- (h) climb on or over structures and installations not intended for general use, particularly facades, fences, walls, fencing, barriers, lighting masts, camera platforms, trees, masts of any kind and roofing;
- (i) enter the pitch or the area around the pitch;
- (j) access areas (e.g. function rooms, VIP and media areas, etc.) which are closed to the public or for which access is unauthorized;
- (k) restrict or impede circulation, footpaths and roadways, entrances and exits to visitor areas and emergency exits;
- (l) write or paint on or affix anything to structural elements, installations or pathways;
- (m) relieve oneself anywhere other than in the toilets, or litter the stadium by discarding objects such as rubbish, packaging, empty containers, etc.;
- (n) stand on seats in the spectator areas;
- (o) record, transmit or disseminate sound, images, descriptions or results of events in full or in part (except for private use) via the internet or any other media, or assist others to do so;
- (p) disseminate photographs or images taken within the stadium for commercial gain.

8. Sound and image recordings

8.1 Any person attending an Event acknowledges that use may be made, free of charge, of his/her voice, image and likeness by means of live or recorded video display, broadcast or other transmission or recording, photographs or any other current and/or future media technologies

8.2. The Ticket purchaser, his guests, friends and acquaintances expressly and irrevocably give their consent to Red Bull Air Race GmbH and to any third party designated by Red Bull Air Race GmbH to use and forward to third parties free of charge images, records of voice and likeness of him/her, unrestricted as to time or place, for any purpose (including marketing purposes) and in any manner, altered or unaltered.

8.3 Any person attending an Event shall not record and/or transmit any sound, image and/or description of the venue or the Event (as well as any result and/or statistics of the Event) other than for private use and must not be distributed or exploited in any other manner. It is strictly forbidden to disseminate over the Internet, radio, television or any other current and/or future media, any sound, image, description, or result and/or statistics of the Event in whole or in part, or to assist any other person(s) conducting such activities.

9. Facilities

9.1 Nature and Location of ticketing and/or Hospitality Facilities and/or Grandstand seats

Red Bull Air Race GmbH reserves the right to determine in its absolute discretion the nature and location of any Facility and any dedicated areas within the Facility at any Event in all respects including, without limitation, whether or not (and if so, any conditions upon which) Red Bull Air Race GmbH may provide dedicated or grandstand seating (if at all) and if any dedicated and/or grandstand seating is provided by Red Bull Air Race GmbH, to also determine in Red Bull Air Race GmbH's absolute discretion the type and position of any seating so provided.

9.2 Availability of Facilities

If in respect of any Event:

- (i) Red Bull Air Race GmbH does not build or use the Facility for any reason; or
- (ii) Red Bull Air Race GmbH is unable to obtain or maintain rights to use the Facility; Red Bull Air Race GmbH may at its absolute discretion provide an Alternative Facility but shall not in any event be liable to the Hospitality Package Purchaser and the Hospitality Package Purchaser hereby releases and discharges Red Bull Air Race GmbH against any damages, loss (including, without limitation, any indirect loss, consequential loss or loss of profit), costs and expenses that may be suffered by the Hospitality Package Purchaser as a result of Red Bull Air Race GmbH failing to provide the Facility or an Alternative Facility.

10. No advertising and Promotion

10.1 Except with Red Bull Air Race GmbH's prior written consent or as otherwise provided for in Clause 9.1(b), the Ticket Purchaser shall not and shall procure that the Ticket Purchaser's guests, friends and acquaintances do not undertake advertising or promotional activity at the Facility, including, without limitation the displaying of any corporate signage or corporate identification within or outside the Facility.



10.2 Hospitality Packages and/or Tickets may not without the prior written consent of Red Bull Air Race GmbH be used for advertising or other promotional purposes (including without limitation, prizes, contests or sweepstakes).

10.3 The Ticket Purchaser shall not and shall procure that any member of the Client Party does not, without the prior written consent of Red Bull Air Race GmbH, and, if appropriate the owner of the relevant intellectual property right, use in any advertising, promotional or other literature or material (in any media) the name of Red Bull Air Race GmbH or the Facility so as to imply or give the impression that the Hospitality Package Purchaser's guests, friends and acquaintances or their activities are connected to or endorsed by Red Bull Air Race GmbH or that any member of the Hospitality Package Purchaser's guests, friends and acquaintances is a sponsor of or supplier to the Facility or in some other way connected to Red Bull Air Race GmbH or the Facility.

C. SPECIAL PROVISIONS REGARDING HOSPITALITY TICKETS

11. Alterations to Facilities

11.1 No alterations or additions to the Facility nor any use of the Facility other than the use contemplated by these Terms and Conditions will be allowed without the prior written consent of Red Bull Air Race GmbH (which consent shall be exercisable in Red Bull Air Race GmbH's absolute discretion and may include such conditions as Red Bull Air Race GmbH sees fit). The Hospitality Package Purchaser is liable for and must indemnify Red Bull Air Race GmbH against any and all costs and expenses howsoever incurred in relation to any alterations or additions requested by any member of the Client Party.

11.2 Where any member of the Hospitality Package Purchaser's Party is permitted use of a dedicated area within the Facility (as determined by Red Bull Air Race GmbH), the Client may, upon written consent of Red Bull Air Race GmbH, at its own cost, decorate or theme the inside of such dedicated area, provided that no items displayed (including signage) are visible from the outside of such dedicated area, unless the Hospitality Package Purchaser has obtained a specific written consent of Red Bull Air Race GmbH authorizing such decoration. Unless otherwise agreed in writing between the Hospitality Package Purchaser and Red Bull Air Race GmbH the Client is fully responsible and liable for transporting all decorating/theming materials and other property belonging to any member of the Hospitality Package Purchaser Party and for any damage caused within the Facility by such materials or property. The Hospitality Package Purchaser is liable for and must indemnify Red Bull Air Race GmbH against any claim, loss (including without limitation, indirect loss, consequential loss or loss of profit), damage, cost or expense arising from or connected with the transport, installation, erection, display, use, safekeeping, dismantling or removal of such materials and property.

12. Names and Logos

Nobody of the Hospitality Package Purchaser's guests, friends and acquaintances is entitled to and the Hospitality Package Purchaser shall procure that they do not use any of the expressions "High Flyer's Lounge", "Business Class Race Club", "Race Club", "Red Bull Air Race", "Red Bull Air Race World Series", or any trade marks (whether registered or unregistered) or logo(s) pertaining thereto or any other intellectual property right owned by Red Bull Air Race GmbH or by any third party except with the prior written consent of Red Bull Air Race GmbH or the relevant owner or licensee of such trade mark or other intellectual property right.

13. Catering

13.1 The Hospitality Package Purchaser agrees that Red Bull Air Race GmbH is the only person entitled to procure or authorize the provision of all catering, food and beverage services for the Facility at the Event and may appoint the Caterer and such other persons as it in its absolute discretion thinks fit to provide such catering, food and beverage services (or part thereof).

13.2 The Hospitality Package Purchaser shall not and the Hospitality Package Purchaser shall procure that Hospitality Package Purchaser's guests, friends and acquaintances do not bring food or beverages of any description in to the Facility.

14. Parking

14.1 Parking Tickets are issued at the discretion of Red Bull Air Race GmbH. Red Bull Air Race GmbH reserves the right to restrict and refuse entry to the Parking Area to any person not holding a Parking Ticket. Parking Tickets do not permit the parking of motor homes or caravans in the Parking Area. Motorbikes also require a Parking Ticket. Subject to prevailing weather conditions, the Parking Area will be open from 07h00 to 19h00 during the two days of an Event unless otherwise determined by Red Bull Air Race GmbH. Parking Tickets are issued at the discretion of Red Bull Air Race GmbH on such conditions as Red Bull Air Race GmbH may determine from time to time depending on the Event location and the availability of such Parking Tickets. Additional charges will apply for Parking Tickets.

14.2 Red Bull Air Race GmbH reserves the right to restrict the purchase of a Ticket under the condition that a Parking Ticket is bought.

D. MISCELLANEOUS

15. Non-compliance with these Terms and Conditions

15.1 Any Ticket Holders, whose actions are inconsistent with or whose Tickets have not been obtained in accordance with these Terms and Conditions, will be refused entry to the venue or expelled from the venue with no right to refund and the relevant Ticket(s) will be cancelled. Ticket Holders shall be required, upon request, to give an explanation as to how, from whom and from where they obtained their Tickets.



15.2 If it appears that either the Ticket Purchaser or any of the Guests have not conformed to these Terms and Conditions, the Ticket Purchaser and the Guests will be refused entry to the venue or expelled from the venue with no right to refund and the relevant Ticket(s) will be cancelled.

15.3 In case of breach of these Terms and Conditions, in particular Articles 5 to 13, a fixed penalty of EUROS 5,000 will be due to cover the administrative costs arising from the infringement. In the event of a breach of Article 6.3, a fixed penalty of EUROS 5,000 will be charged for each Ticket infringement. Red Bull Air Race GmbH reserves all other rights to pursue other legal remedies at its own discretion.

16. Indemnifications

16.1. Ticket Purchaser and Guests are responsible for the use of all Tickets allocated to them following receipt of the notification and shall indemnify and hold Red Bull Air Race GmbH and SUI Sport Units of Innovation AG harmless from and against all damages and liabilities suffered or incurred in connection with, resulting from or arising out of a breach of these Terms and Conditions.

16.2. The Ticket Purchaser shall indemnify Red Bull Air Race GmbH for any costs or expenses arising from or related to the unauthorized use or misuse of the Ticket Purchaser's log-in data onto <https://redbullairrace.showare.ch>. In addition to the aforementioned, print@home Ticket Purchasers shall indemnify Red Bull Air Race GmbH for any loss or damage resulting from the unauthorized use of supplementary or modified printouts, reproductions, copies or counterfeits of tickets. The applicable liability statutes and regulations shall also apply hereto.

16.3. Ticket Purchaser acknowledgments

The Ticket Purchaser acknowledges and accepts and shall procure that his/her guests, friends and acquaintances accept that:

(a) air racing, the Event and certain activities associated therewith (including, without limitation, support races and support events and activities) are dangerous and bear certain risks for his health, including but not limited to, harm to the sense of hearing due to the nature of the Event. Therefore attendance by any guests, friends and acquaintances is entirely at their own risk; and Ticket Holder hereby waives, on behalf of Ticket-Holder, and Ticket-Holder's heirs all potential claims against Red Bull Air Race GmbH, its affiliates, licenses, or their respective employees.

(b) save for death or personal injury caused by gross negligence and/or wilful misconduct of Red Bull Air Race GmbH the Ticket Purchaser, to the fullest extent permitted by law hereby: 1) excludes, releases and forever discharges Red Bull Air Race, the event teams and event pilots, and any other persons or organizations involved in the organization, conduct and promotion of the Event (the "Indemnities") from all liability for claims, loss (including any indirect loss, consequential loss or loss of profit), damage, injury, costs or expenses (whether arising under statute, from negligence, personal injury, death, loss or damage to property, infringement of third party rights or otherwise) arising from or connected with the Event including without limitation any occurrence of fire or theft; and 2) indemnifies and agrees to keep indemnified each of the Indemnities against any such claims, loss (including any indirect loss, consequential loss or loss of profit), damage, costs or expenses brought by, or arising from any act or omission of any Ticket Purchaser and his/her guests, friends and acquaintances.

17 Unauthorized spectators

Individuals banned from attending the Red Bull Air Races by competent authorities or sports governing bodies or who are considered as a security risk are prohibited from receiving Tickets, or from entering or remaining at the venue whereupon the relevant Ticket(s) will be cancelled with no right to refund.

18 Data

Ticket Purchasers acknowledge and agree that the personal data contained in the Application Form will be collected by Red Bull Air Race GmbH. Red Bull Air Race GmbH may transfer such data to third parties. Ticket Purchaser agree that such personal data will be used primarily in connection with the Ticket sales and/or any relevant safety and security measures. Furthermore, provided that consent has been specifically given by Ticket Purchaser in the Application, personal data can be used to provide Ticket Purchaser with information on products and services of Red Bull Air Race GmbH or other companies which have been carefully selected by Red Bull Air Race GmbH or in connection with future commercial activities or events of Red Bull Air Race GmbH.

19 Alteration and Cancellation of Events

19.1 Red Bull Air Race GmbH reserves the right to make alterations to the times, dates and places of the Events due to unforeseen circumstances including, without limitation, Force Majeure, safety and security concerns or decisions from any other competent authority.

19.2 If any of the Event(s) is cancelled, an adequate and proportionate refund/compensation process may be set up by Red Bull Air Race GmbH in its entire discretion depending on the circumstances. For the avoidance of doubts, such refund/ compensation would in any case be limited to the amount of money paid to RBAR by the Ticket or Hospitality Purchaser and will not extend to travel, accommodation or any other costs incurred by any of the Ticket-Holders or Ticket Purchasers. Any applicable processing, delivery and transaction fees will be retained regardless if the Event is cancelled.

20 Refund Request

The Ticket Purchaser shall send any refund request for purchased spectators Tickets to ticketing@redbullairrace.com or for purchased Hospitality Packages-to hospitality@redbullairrace.com within 14 days from the date of the Event, indicating its Order Number and the Event



and explaining clearly the reason for a partial or full refund request. Based on the circumstances, Red Bull Air Race GmbH will decide in its entire discretion if and to what extent a refund will be granted. Requests received after 14 days may no longer be considered for refund.

21 Information

Any information requests can be addressed to Red Bull Air Race GmbH, Am Brunnen 1, 5330 Fuschl am See, Austria, Tel.: +43 662 847 000, email: ticketing@redbullairrace.com; hospitality@redbullairrace.com), Information will also be provided through www.redbullairrace.com and <https://redbullairrace.showare.ch>

22 Severability and amendments

22.1 Should any provision(s) of these Terms and Conditions be declared void, ineffective or unenforceable by any competent court, the remainder of these Terms and Conditions shall remain in effect as if such void, ineffective or unenforceable provision(s) had not been contained.

22.2 Red Bull Air Race GmbH reserves the right to make reasonable amendments to these Terms and Conditions from time to time, which updated version shall be available on <http://www.redbullairrace.com> and, upon request from Red Bull Air Race GmbH.

23 Authentic text

These Terms and Conditions have been drafted in English and translated into German, Portuguese, Spanish, Swedish, Hungarian and Dutch and are available on <http://www.redbullairrace.com> and <https://redbullairrace.showare.ch>, and can be requested from Red Bull Air Race GmbH at the address set out in Article 20. The Ticket Purchaser acknowledges and agrees that he/she has read and understood these Terms and Conditions and that he/she is fully aware of the rights and obligations arising there from. In the event of any discrepancy between the English and translated texts, the English text shall be used to solve doubts of interpretation and application.

24 Use of Red Bull Air Race website

The entire content of Red Bull Air Race website is copyrighted and unless otherwise specified is the exclusive property of Red Bull Air Race. The Red Bull Air Race website may contain notices or advisories regarding the intellectual property rights or rights of use of third parties. Red Bull Air Race website users shall comply with the provisions of such notices and advisories. No part of the Red Bull Air Race website shall be reproduced, stored or transmitted in any form or by any means, nor shall any part of such website be used or linked for purposes of publication or commercialization, without the prior permission in writing of Red Bull Air Race.

25 Applicable law and jurisdiction

24.1 These Terms and Conditions shall be governed by and interpreted in accordance with the laws of Austria.

25.2 All disputes arising from or related to these Terms and Conditions shall be submitted to the competent court in Salzburg, Austria. Nevertheless, Red Bull Air Race GmbH reserves the right to pursue any legal proceedings in the competent courts at the defendant's domicile.

E. PRIVACY POLICY

25. Introduction

Red Bull Air Race GmbH respects the privacy of its users and has developed this Privacy Policy to demonstrate its commitment to protecting your privacy. This Privacy Policy is intended to describe for you, as an individual who is a user of <http://www.redbullairrace.com>, <https://redbullairrace.showare.ch> or our services, or otherwise provide us with information through various means, the information we collect, how that information may be used, with whom it may be shared, and your choices about such uses and disclosures. Please note that Red Bull Air Race GmbH has revised its Privacy Policy, effective January 21, 2008, consistent with the Austrian data protection regulation.

We encourage you to read this Privacy Policy carefully when using our website or services or transacting business with us. By using our website, doing a registration and/or accepting the General Terms and Conditions you are also explicitly accepting the practices described in this Privacy Policy regarding the use of your personal information in accordance to the Austrian data protection law. The terms of such data protection are included in Red Bull Air Race's General Terms and Conditions and constitute an integral part thereof.

If you have any questions about our privacy practices, please refer to the end of this Privacy Policy for information on how to contact us.

26. Information we collect about you

26.1 In General. We may collect personal information that can identify you such as your name and email address and other information that does not identify you. When you provide personal information through our website, the information may be sent to servers located in the Austria and other countries around the world.

- **Information you provide.** We may collect and store any personal information you enter on our website or provide to us in some other manner. This includes identifying information, such as your name, address, e-mail address, and telephone number, and, if you



transact business with us, financial information such as your payment method (valid credit card number, type, expiration date or other financial information). We also may request information about your interests and activities, your gender and age, and other demographic information.

- **Information from other sources.** We may also periodically obtain both personal and non-personal information about you from other business partners, contractors and other third parties. Examples of information that we may receive include: updated delivery and address information, purchase history, and additional demographic information.

26.2 Use of cookies and other technologies to collect information. We use various technologies to collect information from your computer and about your activities on our site.

- **Information collected automatically.** We automatically collect information from your browser when you visit our website. This information includes your IP address, your browser type and language, access times, the content of any undeleted cookies that your browser previously accepted from us (see “Cookies” below), and the referring website address.
- **Cookies.** When you visit our website, we may assign your computer one or more cookies [link], to facilitate access to our site and to personalize your online experience. Through the use of a cookie, we also may automatically collect information about your online activity on our site, such as the web pages you visit, the links you click, and the searches you conduct on our site. Most browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies. If you choose to decline [cookies](#), please note that you may not be able to sign in or use some of the interactive features offered on our website.
- **Other Technologies.** We may use standard Internet technology, such as [web beacons](#), and other similar technologies, to track your use of our site. We also may include web beacons in promotional e-mail messages or newsletters to determine whether messages have been opened and acted upon. The information we obtain in this manner enables us to customize the services we offer our website visitors to deliver targeted advertisements and to measure the overall effectiveness of our online advertising, content, programming or other activities.
- **Information collected by third-parties.** We may allow third-parties, including our authorized service providers to display advertisements or provide applications and services on our site. These companies may use tracking technologies, such as [cookies](#), or [web beacons](#) to collect information about users who view or interact with their advertisements or use their applications and services. Our website does not provide any personal information to these third parties. This information allows them to deliver targeted advertisements and personalized online experiences and gauge their effectiveness.
- **How we use the information we collect**
We may use information that we collect about you to:
 - deliver the products and services that you have requested;
 - manage your account and provide you with customer support;
 - perform research and analysis about your use of, or interest in, our products, services or content, or products, services or content offered by others;
 - communicate with you by e-mail, postal mail, telephone and/or mobile devices about products or services that may be of interest to you either from us, our sister IAC companies or other third parties;
 - develop and display content and advertising tailored to your interests on our site and other sites;
 - enforce our terms and conditions;
 - manage our business; and
 - perform functions as otherwise described to you at the time of collection.

26.3 Financial information. We may use financial information or payment method to process payment for any purchases or sales made on our website to protect against or identify possible fraudulent transactions, and otherwise as needed to manage our business.

27 With whom we share your information . We want you to understand when and with whom we may share personal or other information we have collected about you or your activities on our website or while using our services.

27.1 Personal information. We do not share your personal information with others except as indicated below or when we inform you and give you an opportunity to opt out of having your personal information shared. We may share personal information with:

- **Authorized service providers:** We may share your personal information with our authorized service providers that perform certain services on our behalf. These services may include fulfilling orders, processing credit card payments, delivering packages, providing customer service and marketing assistance, performing business and sales analysis, supporting our website functionality, and supporting contests, sweepstakes, surveys and other features offered through our website. These service providers may have access to personal information needed to perform their functions but are not permitted to share or use such information for any other purposes.
- **Business partners:** When you make purchases or engage in promotions offered through our website or our services, we may share personal information with the businesses with which we partner to offer you those products, services, promotions, contests and/or sweepstakes.
- **Sales Agents and Event Organiser.** We sell tickets of our own event. We are the event provide of the Red Bull Air Race World Series. When you buy tickets through our website, you consent to our providing your personal information to Sales Agents and Event Organiser involved in the event management, production and sales and their contractors. Sharing this information with them allows them to contact you using the e-mail address or other contact information you provided.



- **Other Situations.** We also may disclose your information:
 - In response to a subpoena or similar investigative demand, a court order, or a request for cooperation from a law enforcement or other government agency; to establish or exercise our legal rights; to defend against legal claims; or as otherwise required by law. In such cases, we may raise or waive any legal objection or right available to us.
 - When we believe disclosure is appropriate in connection with efforts to investigate, prevent, or take other action regarding illegal activity, suspected fraud or other wrongdoing; to protect and defend the rights, property or safety of our company, our users, our employees, or others; to comply with applicable law or cooperate with law enforcement; or to enforce our website terms and conditions or other agreements or policies.
 - In connection with a substantial corporate transaction, such as the sale of our business, a divestiture, merger, consolidation, or asset sale, or in the unlikely event of bankruptcy.

Any third parties to whom we may disclose personal information may have their own privacy policies which describe how they use and disclose personal information. Those policies will govern use, handling and disclosure of your personal information once we have shared it with those third parties as described in this Privacy Policy. If you want to learn more about their privacy practices, we encourage you to visit the websites of those third parties. These entities or their servers may be located either inside or outside Austria.

27.2 Aggregated and non-personal information. We may share aggregated and non-personal information we collect under any of the above circumstances. We may also share it with third parties to develop and deliver targeted advertising on our websites and on websites of third parties. We may combine non-personal information we collect with additional non-personal information collected from other sources. We also may share aggregated information with third parties, including advisors, advertisers and investors, for the purpose of conducting general business analysis. For example, we may tell our advertisers the number of visitors to our website and the most popular features or services accessed. This information does not contain any personal information and may be used to develop website content and services that we hope you and other users will find of interest and to target content and advertising.

28 Third-party websites There may be places on our website where you may click on a link to access other websites that do not operate under this Privacy Policy. For example, if you click on an advertisement on our website, you may be taken to a website that we do not control. These third-party websites may independently solicit and collect information, including personal information, from you and, in some instances, provide us with information about your activities on those websites. We recommend that you consult the privacy statements of all third-party websites you visit by clicking on the "privacy" link typically located at the bottom of the webpage you are visiting.

29 How you can access your information If you have a Red Bull Air Race account, for <http://www.redbullairrace.com> or <https://redbullairrace.showare.ch> you have the ability to review and update your personal information online by [logging into your account](#). You can also review and update your personal information by contacting us. More information about how to contact us is provided below.

30 Your choices about collection and use of your information You can choose not to provide us with certain information, but that may result in you being unable to use certain features of our website because such information may be required in order for you to register as a member; purchase or sell tickets, products or services; participate in a contest, promotion, survey, or sweepstakes; ask a question; or initiate other transactions on our website.

31 How we protect your personal information We take appropriate security measures (including physical, electronic and procedural measures) to help safeguard your personal information from unauthorized access and disclosure. For example, only authorized employees are permitted to access personal information, and they may do so only for permitted business functions. In addition, we use encryption in the transmission of your sensitive personal information between your system and ours, and we use firewalls to help prevent unauthorized persons from gaining access to your personal information.

We want you to feel confident using our website to transact business. However, no system can be completely secure. Therefore, although we take steps to secure your information, we do not promise, and you should not expect, that your personal information, searches, or other communications will always remain secure. Users should also take care with how they handle and disclose their personal information and should avoid sending personal information through insecure email. Please refer to the respective authorities for information about how to protect yourself against identity theft.

32 Children's privacy Our website is a general audience site, and we do not knowingly collect personal information from children under the age of 18.

33 Visiting our websites from outside of Austria This Privacy Policy is intended to cover collection of information on our website from residents of Austria. If you are visiting our website from outside Austria, please be aware that your information may be transferred to, stored, and processed in Austria where our servers are located and our central database is operated. The data protection and other laws of Austria and other countries might not be as comprehensive as those in your country. Please be assured that we seek to take reasonable steps to ensure that your privacy is protected. By using our services, you understand that your information may be transferred to our facilities and those third parties with whom we share it as described in this privacy policy.

34 Changes to this Privacy Policy We will occasionally update this Privacy Policy to reflect changes in our practices and services. When we post changes to this Privacy Policy, we will revise the "last updated" date at the top of this Privacy Policy. If we make any material changes in the way we collect, use, and/or share your personal information, we will notify you by sending an e-mail to the e-mail address you most recently provided us in your account, profile or registration (unless we do not have such an email address), and/or by prominently posting



notice of the changes on our website. We recommend that you check our website from time to time to inform yourself of any changes in this Privacy Policy or any of our other policies.

36 How to contact us If you have any questions about this Privacy Policy or our information-handling practices, or if you would like to request information about our disclosure of personal information to third parties for their direct marketing purposes, please contact us by e-mail or postal mail as follows Red Bull Air Race GmbH, Am Brunnen 1, 5330 Fuschl am See, Austria, email: info@redbullairrace.com, Tel.: +43 662 847 000

Last Update: Monday, April 21, 2008