



# TERMS FOR THE APPLICATION AND PARTICIPATION

## “WINGS FOR LIFE WORLD RUN APP RUN”

The Wings for Life World Run App Run (“Event”) you have selected is organized by HITOUCH AG, whose registered office is located at Berbiceweg 5, CH 8212 Neuhausen am Rheinfall - [app@wingsforlifeworldrun.com](mailto:app@wingsforlifeworldrun.com) or any sub-contractor of the Red Bull Group (altogether “Organizer”).

This Event is subject to the Terms for the Application and Participation (“Terms”), the Rule Book (here: [www.wingsforlifeworldrun.com/terms/rulebook\\_2019\\_app\\_en.pdf](http://www.wingsforlifeworldrun.com/terms/rulebook_2019_app_en.pdf)) and to all applicable international, federal, state, provincial, local and regional laws and regulations. In the event of any conflict between these Terms and the Rule Book, these Terms shall prevail.

For general questions arising out of these Terms and/or related to the Wings for Life World Run, please fill out the contact form under [www.wingsforlifeworldrun.com/contact](http://www.wingsforlifeworldrun.com/contact).

For the avoidance of doubt, these Terms apply to the Event regardless if the Participant takes part in the Event individually or in the Organized App Run Event.

By registering for the Event, you agree to these Terms and represent that you satisfy/satisfies all of the eligibility requirements below.

### 1. ELIGIBILITY FOR PARTICIPATION

- 1.1 In order to participate in the Event you represent and warrant that you (“Participant” or “you”) satisfy the following eligibility criteria and will complete the following steps prior to the Event:
- 1.2 In order to qualify and register as Participant in the Event you confirm that you will be at least 18 years old or not considered a minor under the jurisdiction of your country of residence by 5 May 2019.
- 1.3 The above age limits also apply to Participants in authorized wheelchairs (see also Rule Book).
- 1.4 Neither Organizer nor the Red Bull Group are liable in case individual persons are not legally allowed to take part in the Event due to national or local regulations.
- 1.5 You represent that you do not have any condition 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. It is also recommended that you consult your medical practitioner prior to participation.
- 1.6 Each participant needs to have a fully charged smart-phone with the most actual version of the Wings for Life World Run App downloaded and installed in order to be part of this Event.
- 1.7 Participants - and where approval by legal guardian(s) required, legal guardians - are required to read and agree to the Rule Book which, among other information and requirements, includes an explanation regarding the different athlete categories and certain impermissible auxiliary tools and aids. **Any infringement against the Rule Book or**

these Terms may, in the sole discretion of the Organizer, lead to disqualification from the Event without any claim to refund whatsoever regarding the Entry Fee and/or other incurred costs.

- 1.8 Organizer reserves the right to verify any of the information provided to Organizer by Participant and, in particular, to require proof of age, identity and/or other provided details at any time at its discretion. Entries containing an invalid e-mail address or incorrect data regarding the age or residence of the Participant will be deemed ineligible.
- 1.9 The Organizer reserves the right to limit the overall number of Participants for the Event. If such limit is reached, registration for the Event will be closed and respective information published on [www.wingsforlifeworldrun.com](http://www.wingsforlifeworldrun.com).
- 1.10 The Organizer also reserves the right to determine a minimum and a maximum number of Participants to be announced in due time online on [www.wingsforlifeworldrun.com](http://www.wingsforlifeworldrun.com). In case the minimum number of Participants is not reached one week prior to the end of the Registration Period as defined in Section 2.1 below, the Organizer reserves the right to cancel the respective runs (or the Event in its entirety); to publish such cancellation on [www.wingsforlifeworldrun.com](http://www.wingsforlifeworldrun.com), and notify registered Participants via e-mail.
- 1.11 The Event will be run at Organizer's discretion. Organizer's decision in relation to all matters in connection with the Wings for Life World Run is final, and no correspondence will be entered into.

## 2. REGISTRATION FOR THE EVENT AND PARTICIPATION

- 2.1 The registration for the Event starts October 3, 2018 at 11:00 a.m. UTC and ends on May 5, 2019 at 11.00 am UTC. Entries received by Organizer outside the registration period will not be considered and will have no entitlement whatsoever pursuant to these Terms.
- 2.2 The start of all Wings for Life World Runs across the Globe will be on May 5, 2019, at 11:00 a.m. UTC,

## 3. REGISTRATION FOR THE EVENT AND PARTICIPATION

- 3.1 In order to register for the Event, you will be required to take the following steps:
  - Download the Wings for Life World Run App
  - You create your own Wings for Life World Run Account to easily access and manage e.g. past results from previous Wings for Life World Runs or your team memberships You can additionally decide whether you want to share certain information with the public through your personal runner's page.
  - Complete the registration form with your personal data in order for us to be able to contact you with regard to the Event. The personal data required is: first name, last name, sex, date of birth, nationality as well as your contact details (street, house number, country, zip code, city, e-mail address, telephone number).
  - You will then be forwarded to a summary page in order for you to verify the entered data. By clicking "**Register Now**", your registration will be binding.

Upon completion of this process you will promptly receive a technical e-mail confirming the receipt of your registration and containing your registration data. Obligations on the Organizer's side will only arise after the material confirmation of your registration. The confirmation e-mail will also contain hyperlinks to directly access and download Terms and the Rule Book.

Please do note that you will not be able to directly access or edit the registration data after your registration.

- 3.2 The following personal data will be published on the start lists and the results on [www.wingsforlifeworldrun.com](http://www.wingsforlifeworldrun.com) and other media, including social media and television: profile picture (if specified), first name, last name, nationality, gender, age group, distance, Event location, club/company affiliation (if specified). The time and location of publication of the start lists and the results of the Event will be announced on [www.wingsforlifeworldrun.com](http://www.wingsforlifeworldrun.com).
- 3.3 You must complete the following steps in order to be eligible to participate: (i) complete the described registration process, (ii) receive an e-mail confirmation concerning the successful payment of your Entry Fee plus all applicable taxes and charges, (iii) by clicking the appropriate checkboxes during registration, confirm your eligibility for the run pursuant to these Terms and to the Rule Book and (iv) if applicable, complete the On-Site Check-in at the Event Location at the day of the Event.
- 3.4 For detailed rules and requirements of the Event itself and the on-site check-in at the respective Event Location, please refer to the binding Rule Book and check for updates on [www.wingsforlifeworldrun.com](http://www.wingsforlifeworldrun.com).
- 3.5 The contact details you provide with your registration will be used to notify you of any updates regarding the Event. Please make sure they are accurate.
- 3.6 The right to participate in the Event is personal and non-transferable.
- 3.7 In case a Participant does not show up in time for on-site check-in at the Location of the selected run as instructed in the Rule Book, or as updated by e-mail from the Organizer or on [www.wingsforlifeworldrun.com](http://www.wingsforlifeworldrun.com), he/she will have forfeited the right to participate and will have no right to claim a refund. No exceptions in this regard will be considered whatsoever.
- 3.8 Please note that if you should decide not to participate in the Event, no refunds will be issued; it is also not possible to transfer the right to participate to the Event to someone else.

#### 4. ORGANIZED APP RUN

Each Participant has the possibility to take part in an Organized App Run, which will take place on various places at the same time by registering via the Wings for Life World Run App ([www.wingsforlifeworldrun.com](http://www.wingsforlifeworldrun.com)). For further information, please visit the website: [www.wingsforlifeworldrun.com](http://www.wingsforlifeworldrun.com) or see Organized App Run locations in the App.

#### 5. ENTRY FEE AND PAYMENT METHODS

- 5.1 Payment is possible by credit card (Visa, MasterCard for most locations and JCB or American Express only for certain locations) and/or, only for certain locations, by payment via Paypal, PayU, Sofortüberweisung, etc. and/or, only for certain locations by payment via voucher code. The total price of the Entry Fee, plus all taxes and charges as applicable, will be displayed before the registration is concluded and is due for payment immediately in case of credit card payments. **Depending on the organizing country and credit card issuing bank, local charges on top of the Entry Fee plus taxes and charges confirmed by the Organizer can be applicable** (e.g. fees in connection with exchange rates or specific banking fees). For further details in this regard, please contact your card issuing bank.
- 5.2 Please note that during the online-registration, credit card details will not be transferred to either the Organizer, but only (i) to the credit card company directly or (ii) in case of payment with Visa, JCB and MasterCard, to the mandated Credit Card Acquirer (European Merchant Services B.V. or other local companies) in charge of processing the payment with the respective credit card company.

- 5.3 The Entry Fee is not a tax-deductible donation. Any other type of contribution made to Organizer to benefit the Event shall also not be tax-deductible.
- 5.4 By signing up and completing the online registration form by clicking the tab “Register and Pay Now” for credit card payments **the payment is binding, non-deferrable, non-exchangeable, non-transferable, and non-refundable** Subject to local statutory law, Participant does not have a right to rescind from the registration and/or purchase order for the Event or the purchase of a Wings for Life World Run Voucher. The Entry Fee shall only be refundable if the Event’s cancellation is in the sole responsibility of the Organizer.
- 5.5 Once the Participant receives the confirmation e-mail from the Organizer after the payment has successfully been executed, the contractual relationship based on these Terms is directly established between the Participant and the Organizer.
- 5.6 The Organizer reserves the right to adjust the Entry Fee at its own convenience during the Registration Period for any reason. Such change, whether an increase in the Entry Fee or a decrease, will not affect Entry Fees that have already been paid.
- 5.7 Entry Fees will be collected by the Organizer and donated by the Red Bull Group to the Wings for Life Foundation.
- 5.8 Please note that no travel or other costs will be reimbursed for the participation in the Event.

## 6. THE AWARDS

- 6.1 The only consideration for the Entry Fee is the right to participate in the Event including the digital race number (see Rule Book)
- 6.2 Winners of the Event will be determined as follows:
- A Global Race Award Winner (each, a “Global Race Award Winner”): the one male and the one female Participant in the race worldwide who will manage the longest distance before the (virtual) Catcher Car (as defined in the Rule Book) reaches him/her will be the Global Award Race Winners, regardless if the Participant takes part in the Event or in a physical Wings for Life World Run. There will be one male Global Race Award Winner and one female Global Race Award Winner in total.
- 6.3 Prizes:
- The Global Race Award (the “Global Race Award”) consists of a weekend trip to Austria for each male and female Global Race Award Winner plus a person of his/her choice. The weekend trip will contain flights, further transportation and accommodations (to be determined by the Organizer). Please note that the starting and end date, the duration will be determined by the Organizer. The total value of this award will depend on the locations that the Organizer will determine and on the costs at the moment of booking. The person accompanying the Global Race Award Winner will be required to attend the same itinerary as the Global Race Award Winner, including the starting and end point, and share the same hotel room. The total value of each Global Race Award will not exceed EUR 5.000 (before tax) per person.
- 6.4 All travel arrangements for the awards must be made through Organizer’s agent together with the Red Bull Group. Any other costs and expenses associated with award acceptance and use not specifically provided herein (such as security fees, gratuities, luggage fees, meals and additional transportation, and incidental charges) are the responsibility of the award winners. Award winners will also require (and be responsible for the cost of obtaining) a valid passport with at least 6 months validity and any required visas. Travel

insurance and spending money are the specific responsibility of the award winner. Award winners must possess and show valid travel documents, prior to departure (e.g. valid driver's license, or other acceptable government-issued identification). Each award winner and his or her travel companion must sign a Release of Liability/Publicity and any other documents provided to the entrant prior to ticketing and/or travel. Once airline tickets have been ticketed, no changes by award winner will be permitted. Organizer will determine airline, airports, flight itinerary, and hotels in its sole discretion. Travel and accommodation restrictions, conditions, and limitations may apply. Organizer will not replace any lost, mutilated, or stolen tickets or travel vouchers.

- 6.5 The Organizer reserves the right to change the awards and/or replace any or all awards with awards of a similar value.
- 6.6 To the extent permitted by applicable local law, all awards are granted "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). COUNTRY, STATE, LOCAL TAXES, INCLUDING VAT / CONSUMER TAXES WHICH ARE ASSOCIATED WITH THE RECEIPT OR USE OF ANY AWARDS ARE THE SOLE RESPONSIBILITY OF THE WINNER. Awards are subject to terms, conditions, expiration dates, and restrictions imposed by the manufacturer of the award or issuer in the case of a gift card, tickets, or similar instrument. Federal (or the equivalent for your jurisdiction of residence), state, territorial, provincial, and local taxes on awards (including VAT), if any, and any other costs, fees and expenses not listed above as specifically included as part of the award are the sole responsibility of winner. Tax-related forms and documents may be issued by Organizer if required by law.
- 6.7 No cash alternatives will be provided, and awards are non-transferable and non-refundable.
- 6.8 In case the winner does not claim his/her award pursuant to instructions of the Organizer and within the time indicated by the Organizer at the time of notification, he/she will have forfeited the award and the Organizer reserves the right to determine an alternate winner or to donate the equivalent amount.
- 6.9 Organizer's decision in relation to all awards in connection with the Event is final.

## **7. ORGANIZER'S RIGHT TO CHANGE THE TERMS OF PARTICIPATION AND TO DISQUALIFY**

- 7.1 Subject to applicable law and/or the approval of any applicable regulators, Organizer reserves the right to change these Terms and the Rule Book from time to time and such changes will be available on [www.wingsforlifeworldrun.com](http://www.wingsforlifeworldrun.com) and in the App.
- 7.2 If in Organizer's opinion the Event is compromised by any event beyond Organizer's control, Organizer reserves the right, subject to applicable law and/or the approval of any applicable regulators, 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).
- 7.3 At any time during the Event, Organizer reserves the right in its sole discretion to disqualify and remove any Participant for any failure to observe these Terms or the Rule Book or where applicable any other kind of illegal or inappropriate behavior, including but not limited to: his/her behavior at the Event or any Event-related activities at any point is disruptive, may or does cause damage to person, property or the reputation of the Organizer; providing false information on the entry forms; for unsportsmanlike conduct; being paced during the race by a person not entered in the Event and for medical or safety reasons. In the event that a winning Participant is disqualified, the award will be forfeited and/or may be donated or awarded to an alternate winner. In the event the Participant is disqualified after receiving the award the Participant is obliged to return the award or its value, whatever the Organizer prefers, to the Organizer. No refund will be granted to any

disqualified Participant for any reason. Individuals disqualified from an Event will be removed from the official results.

- 7.4 Subject to local statutory law and except in the case of discretionary cancellation of the Event by the Organizer, hence in case of any cancellation of the Event for a reason outside the Organizer's sphere of influence, be it force majeure, government orders, or circumstance under which Organizer cannot with reasonable means guarantee Participants' safety, no refund whatsoever will be granted after payment of the Entry Fee. An Event may be cancelled or changed for any reason, including, without limitation, severe weather or other factors that threaten the safety of participants, Race Staff, or volunteers. Cancellation or change of the date, nature, or format of an Event may be mandated by governmental officials or otherwise be at the discretion of the Organizer. The Organizer reserves the right to change the details of the Event, such as the date, start time, course, distance and/or amenities offered in connection with the Event.

## **8. GRANT OF RIGHTS**

- 8.1 The Organizer and the Red Bull Group and/or such third parties as they may authorize from time to time will be entitled to capture and use audio recordings, video recordings and photographs from the Event and to use your name, image, voice, appearance, performance and biographical material for any purpose (be it commercial, for merchandising, promotional, editorial, or otherwise) in all media, forever, subject to limitations pursuant to local statutory law.
- 8.2 The Red Bull Group will be enabled to use, broadcast, screen, display, reproduce and/or make available to the public the material in any and all media, including but not limited to radio, television, cinemas, events, data carriers and the worldwide web. Red Bull will - without need of further approval - be entitled to make any alterations, intermissions, cuts or other modifications in and to the material and to use such altered material without restrictions. Furthermore, Red Bull is allowed to transfer the granted rights to any third party. You understand that you might not be named as a participant in the Event, that you don't have the right to approve any of the Material and do not expect to gain financially from your appearance in any Event-related material.
- 8.3 The Organizer allows the Participant to use his or her own camera at the Event in order to record moving images and/or a series of still images/ shoot content ("Participant Content"). The use of such Participant Content is limited to private purposes meaning on my own website and my social media channels. The Participant understands that the Red Bull Group holds the intellectual property and media rights in the event and will, upon request, provide Red Bull access to the Participant Content. Any commercial use either by the Participant or third parties is subject to Red Bull Group's prior consent.
- 8.4 The sole consideration for this comprehensive assignment and grant of rights shall be to get the chance to participate at and win the race you have registered for at the Event.

## **9. COLLECTION OF INFORMATION & DATA PROTECTION**

Information about how the Organizer may collect, process and store the Participant's Personal Data for the Event and otherwise, can be found within our Privacy Policy available on: <http://www.wingsforlifeworldrun.com/at/en/privacy/>.

## **10. LIABILITY AND WARRANTY**

- 10.1 USE CAUTION AND COMMON SENSE WHEN PARTICIPATING IN THE WINGS FOR LIFE WORLD RUN. RESPECT AND ENSURE THE SAFETY OF YOURSELF AND OTHERS. DO NOT TRESPASS OR HARM ANYONE'S PROPERTY.
- 10.2 Red Bull undertakes to use reasonable efforts to maintain adequate hardware and software service for the Wings for Life World Run Website and 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; award 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.

- 10.3 The Organizer also undertakes to ensure transparency with regard to a fair competition and will endeavor to ensure the safety and undisturbed execution of the Event with its service providers.
- 10.4 Participant must in his/her sole responsibility determine his/her physical fitness with regard to their participation in the Event and the Organizer cannot be held liable for any medical condition of the Participant.
- 10.5 It is also in the Participant's sole responsibility to determine specific category of the race to participate in, if such categories are available. Once he/she chooses a category, the Organizer will not be able to introduce the Participant into another category after registration. No refunds will be available in such cases.
- 10.6 It is entirely up to the Participant to choose the Location where he/she wishes to run. Although the Organizer will use its best effort to ensure comparable conditions on all race tracks, there will remain unavoidable differences between the respective race tracks (e.g. day-/night-time, surface, temperature and inclination). The Organizer is not responsible to provide any food or drinks during the Event.
- 10.7 In the course of the Registration Period, the Organizer reserves the right to introduce for the Event new race tracks, to make changes to the current tracks and to release new information with regard to the tracks. Any and all information provided by the Organizer with regard to the tracks exclusively serves information purposes and has no binding effect on the Organizer whatsoever.
- 10.8 Neither Organizer nor Red Bull may be held responsible in case a Participant is not physically or mentally able to successfully perform any or all of the described tasks; Unless in cases of gross negligence or intent of the Organizer or Red Bull, neither Organizer nor Red Bull shall be liable if a Participant injures him-/herself during its participation in the Event. You agree to abide by any decision of an Event official relative to your ability to safely complete the Event.
- 10.9 **You grant to the Event medical staff and its designees, if applicable permission to administer or arrange for any medical assistance that they deem necessary or appropriate as a result of your participation in the Events, including without limitation, arranging transportation to a hospital or other medical facility.**
- 10.10 Organizational measures are announced to the Participants by the Organizer before and during the Event. It is imperative to follow the instructions by the Organizer and by the appropriately identified Race Staff members, if applicable. In case of noncompliance disturbing the proper course of the Event or jeopardizing the security of the Participants, the Organizer is authorized to ban and/or disqualify the person concerned from the Event at any time. Legally binding assertions against the Participants can be made exclusively by the group of persons authorized by the Organizer for this purpose. This group of persons also comprises the members of the medical services in charge of the competition who are entitled to prohibit a participant from taking part or continuing participating in the Event

in case medical symptoms suggest an impossibility to further participate in the race without endangering the Participant's health.

- 10.11 You understand that your participation involves a degree of risk and you willingly assume all risks associated with such participation, including, but not limited to, falls; contact with other participants, spectators or others, or vehicular or other traffic; the effects of the weather, including heat and/or humidity, wind, dangers associated with running or exercising in the dark, cold temperature, and wet or icy surfaces; falling tree branches or other overhead objects; traffic; and the crowded nature and other conditions of the course, all such risks being known and appreciated by you. You confirm that neither the Organizer nor any of its related companies, Race Staff, or cooperation partners is to take responsibility in any way if you get injured. You are in possession of a valid personal liability insurance and personal accident / medical insurance that cover your participation. If you cause damage arising out of, connected with, or as a result of your participation in the Event, you will be fully responsible, and you will make sure that the Organizer or any of its related companies will not incur any damage in this regard.
- 10.12 You agree to comply with the Organizer's Rule Book for your own good and everybody else's. You have checked your gear which is in good working order, properly maintained and suitable for the event. Your participation may at any time be refused by the Organizer or its Race Staff if they have reasonable doubt regarding your individual safety in participating in the Event.
- 10.13 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 Wings for Life World Run.
- 10.14 In no event shall Organizer 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, 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.
- 10.15 The Organizer might provide parking, storage, changing and/or sanitary facilities on the premises of the Event at its sole discretion. However, the use of such facilities is exclusively in the responsibility of the Participant and the Organizer shall not be liable for any loss or damages arising out of the use of such facilities.
- 10.16 To the fullest extent permissible by law, no conditions, warranties or other terms apply to the Event.
- 10.17 All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms of Participation or the rights and obligations of participants or Organizer in connection with the Event shall be governed and construed in accordance with the laws of Austria, and any disputes will be subject to the exclusive jurisdiction of the courts of Salzburg.

*Updated: October 2018*