



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 takes place in the United States and is organized by Red Bull North America, Inc. (“We” or “Red Bull”) whose registered office is located at 1740 Stewart Street, Santa Monica, CA 90404 with the support of the cooperation partners, agencies and service providers (collectively, the “Red Bull Group”). The Run is for the benefit of Wings for Life USA - Spinal Cord Research Foundation, Inc. (the “Charity”).

This Event is subject to the Terms for the Application and Participation (“Terms”), the Rule Book and to all applicable international, federal, state, and local 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 available at www.wingsforlifeworldrun.com/contact.

These terms apply to all Participants (as defined below) participating in the Event individually or as part of an Organized App Run (as defined below), and each Host (as defined below) of an Organized App Run (as defined below) whether or not such Host actually participates in the Event. .

By registering for the Event (see below and Section 3.9 in particular), you (and your legal guardian on your behalf if you are under the legal age of majority in your jurisdiction of residence) agree to be bound to these Terms and represent that you and/or the Participant 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 a Participant in the Event you confirm that you will be at least 16 years old by the date of the Event.
- 1.3 The above age limit also applies to Participants in authorized wheelchairs (see also Rule Book).
- 1.4 Neither Red Bull nor the Red Bull Group are liable: (i) in case individual persons are not legally allowed to take part in the Event due to national or local laws, rules or regulations, or for any other reason; or (ii) for any acts or omissions of any Host for any Organized App Run in which you may participate.
- 1.5 You (and your legal guardian on your behalf if you are under the legal age of majority in your jurisdiction of residence) understand that running a road race can be an extreme test of your physical and mental limits and is potentially hazardous and includes risks including but not limited to falls, contact with other participants, hazardous weather, traffic, lack of hydration, and varied course conditions. You represent that you are in sufficiently good health and fitness and have properly trained to participate in the Event and that you do

not have any condition that would prevent you from safely participating in the Event or would pose or present a risk to others in your doing so. You also agree that you are not otherwise prohibited from participating in the Event for any reason. We recommended that you consult your medical practitioner prior to participation.

- 1.6 At the time of registration and again at the time of the Event, you must have a fully charged smart-phone with the most current version of the Wings for Life World Run App downloaded and installed in order to register AND participate in the Event.
- 1.7 You - 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 violation of or failure to comply with the Rule Book or these Terms may, in the sole discretion of Red Bull, lead to disqualification from the Event without any claim to refund whatsoever regarding the Entry Fee and/or other incurred costs.
- 1.8 Red Bull reserves the right to verify any of the information you provide 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 your age or residence will be deemed ineligible.
- 1.9 Limit one (1) registration per person in the Event. The Red Bull 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 (the "Website").
- 1.10 The Event will be run at Red Bull's discretion. Red Bull's decision in relation to all matters in connection with the Wings for Life World Run is final.

2. REGISTRATION AND PARTICIPATION PERIOD

- 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 Red Bull 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 (the "App").
 - Create your own Wings for Life World Run Account to easily access and manage your data (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 receive a technical e-mail confirming the receipt of your registration and containing your registration data. Obligations on the Red Bull's side will only arise after the material confirmation of your registration - see Section 4.5, below. 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 the Website 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 the Website 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, and (iii) by clicking the appropriate checkboxes during registration, confirm your eligibility for the run pursuant to Section 1 of these Terms and to the Rule Book.
- 3.4 For detailed rules and requirements of the Event itself, please refer to the Rule Book and check for updates in the App or on the Website.
- 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 EXCEPT AS OTHERWISE NOTED HEREIN AND/OR AS REQUIRED BY APPLICABLE LAW, THE ENTRY FEE IS NOT REFUNDABLE FOR ANY REASON INCLUDING, BUT NOT LIMITED TO, CANCELLATION OF THE EVENT OR AN ORGANIZED RUN FOR REASONS BEYOND RED BULL'S CONTROL OR IF YOU ARE UNABLE TO PARTICIPATE IN THE EVENT FOR ANY REASON. Further, you may not transfer your registration to anyone else if you are unable to or decide not to participate in the Event.

4. ORGANIZED APP RUN; HOSTS; PARTICIPANTS

- 4.1 Through the Website or App, an individual, group or entity may be able to organize and host (each, a "Host") a meet-up location to permit a Participants to participate in the Event along with other Participants (each, an "Organized App Run"). Red Bull will permit Organized App Runs at its sole discretion.
- 4.2 Red Bull and/or the Red Bull Group reserve the right to determine a minimum and a maximum number of Participants in any Organized App Run. Each Host is solely responsible for communicating the decisions of Red Bull in this regard, and to properly inform Participants who have signed up for their Organized App Run of any changes or cancellations.
- 4.3 Each Host is solely responsible for ensuring that the Organized App Run will comply with all applicable federal, state and local laws, rules and regulations. For the avoidance of doubt, **each Host is solely responsible for obtaining any and all permits, licenses and other authorizations that may be necessary to hold the Organized App Run.** Red Bull and the Red Bull Group reserve the right, but not the obligation, to monitor and cancel any Organized App Run for suspected violation of the requirements in this subsection, the Terms and/or the Rule Book.

- 4.4 Each Host agrees and acknowledges that Red Bull and the Red Bull Group are not sponsoring or administering the Organized App Run in any way. No Host shall represent or in any manner identify Red Bull or the Red Bull Group as the sponsor or administrator of the Organized App Run or, in any other manner, as a party responsible for administering any aspect of the Organized App Run. Group shall include the following disclosure, to the extent feasible, in any advertising or promotional materials for the Organized App Run: “The Organized App Run is in no way sponsored or administered by Red Bull North America, Inc., Wings for Life USA - Spinal Cord Research Foundation, Inc., or Wings for Life Foundation. Any questions, comments, or complaints regarding this event should be directed to [Name of Host], not to Red Bull North America, Inc., Wings for Life USA - Spinal Cord Research Foundation, Inc., or Wings for Life Foundation.”
- 4.5 In further consideration of the right to Host an Organized App Run, each Host hereby releases and forever waives and discharges Red Bull and the Red Bull Group and their respective affiliates and parent companies (“Released Parties”) from all claims, demands, suits, actions, losses, damages, costs and expenses, including attorneys’ fees and costs (collectively, “Claims”) arising from or related to hosting and/or participating in the Organized App Run. Each Host further agrees to protect, defend, indemnify and hold harmless Red Bull and the Red Bull Group, its parent, affiliates, officers, directors, shareholders, members, agents and employees from and against any and all Claims arising directly or indirectly from or out of any violation of these Terms or the Rule Book, hosting an Organized App Run, and/or negligence or willful misconduct by the Host (or any of its employees or agents).
- 4.6 As a condition to organizing an Organized App Run and/or participating in the Event, Red Bull may require each Host to sign such other documents, verifications and assurances as Red Bull may deem, in its sole discretion, to be appropriate or necessary
- 4.7 Each Participant has the potential option to take part in an Organized App Run, which will take place at various places, by registering for the applicable Organized App Run via the App. For further information, please visit the Website or see Organized App Run locations in the App. Please note, in the event of an Organized App Run event is cancelled, no refunds will be issued. In these instances, each such you will eligible to participate in the Event via the App individually.

5. ENTRY FEE AND PAYMENT METHODS

- 5.1 Payment can be made by credit card (Visa, MasterCard and American Express) and/or check or money order and/or, only for certain locations 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 Red Bull 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 the Red Bull, but only to the credit card company directly..
- 5.3 Some or all of the Entry Fee may be tax deductible to you (consult with your tax advisor to confirm). The Entry Fee is paid directly to the Charity. Any type of contribution made to Red Bull to benefit the Event is not tax-deductible.
- 5.4 The Red Bull 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.

5.5 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.

6.2 The Winners of the Event (each, a “Global Race Award Winner”) will be determined as follows: among ALL participants in all Wings for Life World Runs worldwide (including those participating worldwide via the App and those participating at locations designated by Red Bull or the Red Bull Group), the one male and the one female Participant in the Event worldwide who will manage the longest distance before the Catcher Car (as defined in the Rule Book) reaches him/her will be the Global Award Race Winners. There will be one male Global Race Award Winner and one female Global Race Award Winner in total from among all participants in all Wings for Life World Runs worldwide, including the Wings for Life App Runs.

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 Red Bull). Please note that the starting and end date, and the duration will be determined by the Red Bull. The total value of this award will depend on the locations that the Red Bull 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. If a minor wins a Global Race Award and will be a minor as of the date of travel, then his or her travel companion must be his or her legal guardian. 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 detailed in Sections 6.3 must be made through Red Bull’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. Red Bull will determine airline, airports, flight itinerary, and hotels in its sole discretion. Travel and accommodation restrictions, conditions, and limitations may apply. Red Bull will not replace any lost, mutilated, or stolen tickets or travel vouchers.

6.5 The Red Bull 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 Red Bull 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 Red Bull and within the time indicated by the Red Bull at the time of notification, he/she will have forfeited the award and the Red Bull reserves the right to determine an alternate winner or to donate the equivalent amount.
- 6.9 Red Bull's decision in relation to all awards in connection with the Event is final.

7. RED BULL '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, Red Bull reserves the right to change these Terms and the Rule Book from time to time and such changes will be available on the Website www.wingsforlifeworldrun.com and in the App.
- 7.2 If in Red Bull's opinion the Event is compromised by any event beyond Red Bull's control, Red Bull 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).

At any time during the Event, Red Bull reserves the right in its sole discretion to disqualify and remove any Entrant for any failure to observe these Terms of Participation 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 determined to be disruptive, may or does cause damage to person, property or the reputation of the Red Bull; providing false information on the entry forms; for unsportsmanlike conduct; transferring or attempting to transfer an official number or race tag to, or to obtain such number or tag from, another person; 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 Entrant is disqualified, the award will be forfeited and/or may be donated or awarded to an alternate winner. No refund will be granted to any disqualified Participant for any reason. Individuals disqualified from an Event will be removed from the official results.

- 7.3 Subject to local statutory law and except in the case of discretionary cancellation of the Event by the Red Bull, hence in case of any cancellation of the Event for a reason outside the Red Bull's sphere of influence, be it force majeure, government orders, or circumstance under which Red Bull 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, Event 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 Red Bull. The Red Bull 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 Red Bull 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. By accepting the present Terms of Participation, you grant the Red Bull, its parent and affiliates the perpetual right to use, reproduce, modify, and/or make available to the public, and authorize others do the same, your name, identity, title, likeness, distinctive appearance, physical likeness, image, portrait, picture, photograph (whether still or moving), screen persona, voice, vocal style, statements, gesture, mannerism, personality, performance characteristic, biographical data, signature, and any other indicia or imitation of identity or likeness in any form, manner, venue, media or technology now known or later developed for any purpose including, without limitation, trade, advertising, and promotion as Red Bull, its parent and affiliates and their licensees or assignees determine, without further compensation, notification, or permission. For avoidance of doubt, you (and your legal guardian on your behalf if you are under the legal age of majority in your jurisdiction of residence) acknowledge and agree that the foregoing rights of the Red Bull or its affiliates extend to, among other things, any pictures, sound or video of you recorded during any Event-related activity.
- 8.2 Submission of contact information in connection with this Event (whether or not required), including, without limitation, mailing address, phone number, email address, during entry constitutes permission for the Red Bull to use your personal information for purposes of administration of the Event and in other manners consistent with the Event's privacy policy (located at <http://www.redbullusa.com/>). You also may opt-in to be added to the Event's customer database and to permit the Red Bull to contact you in the future for promotional and other reasons. You may opt-out of receiving such communications as set forth in the Event's privacy policy or as provided within any such marketing materials (e.g., using the "subscribe" feature provided in the footer of the Red Bull's or Event e-mails). The information you provide will only be used in accordance with Event's privacy policy.
- 8.3 Red Bull and/or 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 will not have the right to approve any of the material. You (and your legal guardian on your behalf if you are under the legal age of majority in your jurisdiction of residence) understand that you might not be named as a participant in the Event and do not expect to gain financially from your appearance in any Event-related material.
- 8.4 The Red Bull 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, which may include the Participant's own website and social media accounts. The Participant understands that Red Bull and/or the Red Bull Group holds the intellectual property and media rights in the Event and Participant will, upon request, provide Red Bull access to the Participant Content. Any commercial use of any Participant Content either by the Participant or third parties is subject to Red Bull and/or the Red Bull Group's prior consent.
- 8.5 By accepting the present Terms of Participation, you grant Red Bull and the Red Bull Group the right to use such material under the conditions detailed above.

- 8.6 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.
- 8.7 You agree that Red Bull and Red Bull GmbH (including its affiliated companies and partners) are allowed to use your registration data for promotional, commercial and/or marketing purposes related to Wings for Life and to the Wings for Life World Run including invitations to participate in future Wings for Life World Runs in following years, subject to limitations pursuant to local statutory law. You will be able to unsubscribe from such communications by contacting the Red Bull via www.wingsforlifeworldrun.com/contact.

9. COLLECTION OF INFORMATION & DATA PROTECTION

- 9.1 In the following, the term “Personal Data” describes all data kept in connection with your name.
- 9.2 You hereby confirm that the Personal Data you enter when registering for the Event is accurate and up to date.
- 9.3 By accepting the Terms, you agree that Red Bull and/or the Red Bull Group may process your Personal Data itself, within Red Bull or the Red Bull Group or through outside data processors who will process data on its behalf in accordance with all relevant data protection regulations.
- 9.4 Red Bull and its affiliated companies will, as a general policy, not transmit Personal Data to third parties for a third party’s own use, without your express consent. In particular, Personal Data will not be sold, leased or traded. However, in cases in which the Red Bull and/or the Red Bull Group is required to transmit Personal Data to an outside data processor in connection with the Event, Red Bull and/or the Red Bull Group will only transmit as much Personal Data as is necessary in order to fulfil its tasks set out under these Terms. In particular, Personal Data may be transferred to the Red Bull and/or the Red Bull Group, each of their relevant partners who assist in organizing and implementing the run, and to Red Bull GmbH, Austria. Personal Data will generally be held on servers located within the EU. In such cases, Red Bull will require and use commercially reasonable efforts to ensure that our partners treat all Personal Data in a confidential manner and according to all relevant data protection regulations as well as to delete such Personal Data immediately as soon as their specific tasks have been fulfilled in connection with the Event. Please note that Red Bull does not have complete control over the compliance with this obligation and that Red Bull cannot be held responsible for possible infringements by its partners to the extent that it is legally permissible.
- 9.5 Since Red Bull operates globally, this may mean that Red Bull and/or the Red Bull Group could transfer your personal information to other countries outside your country of residence in accordance with all relevant data protection regulations. By submitting information via the Event website, you agree to the storing, processing and/or transfer including outside of the EEA.
- 9.6 Personal Data will only be retained for as long as is necessary to fulfil the original or directly related purpose for which it was collected in connection with the Event. For a Wings for Life World Run account, Personal Data will be retained until the deletion of such account. In other cases, retention of Personal Data might include a period of time after the conclusion of the Event in order to distribute awards or to fulfil tax related or any other legal queries.
- 9.7 Red Bull, its affiliated companies and its mandated data processors shall process your Personal Data securely and take appropriate security measures to protect the Personal Data.

- 9.8 Participants may be requested to take part in reasonable promotional activities in relation to Wings for Life and/or in relation to the Event.
- 9.9 Participants shall ensure that they can be contacted under the contact details provided at registration until the date of Event in order to allow the communication of important Event-related updates.
- 9.10 Red Bull, the Red Bull Group and their respective contractors may contact you via email, phone or otherwise in relation to the Wings for Life World Run.
- 9.11 At any time, you have the opportunity to require the amendment and/or the deletion, entirely or partly, of such Personal Data. In such a case, Red Bull will ensure the deletion of such data as soon as feasible.
- 9.12 At any time, you also have the right to request information about the Personal Data we are keeping.
- 9.13 You can contact Red Bull with regard to privacy questions, including amendment and/or deletion of your Personal Data, as follows: www.wingsforlifeworldrun.com/contact.

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 APP RUNS, WHETHER BY PARTICIPANTS INDIVIDUALLY OR VIA AN ORGANIZED APP RUN, ARE NOT SUPERVISED, ADMINISTERED OR OTHERWISE CONTROLLED BY RED BULL AND/OR THE RED BULL GROUP. PARTICIPATING IN THE EVENT VIA AN APP, INCLUDING AN ORGANIZED APP RUN, IS AT YOUR SOLE RISK.
- 10.3 YOU EXPRESSLY AND VOLUNTARILY ASSUME RESPONSIBILITY FOR ALL RISK OF (AND RELEASE RED BULL, ITS PARENT AND AFFILIATES AND THE RED BULL GROUP FROM) PERSONAL INJURY, DEATH, DAMAGES OF ANY KIND WHETHER PHYSICAL OR PERSONAL, OR LOSS YOU MAY SUSTAIN RELATED TO THE EVENT OR THE PARTICIPANTS TRAVEL TO OR FROM THE EVENT EVEN IF SUCH PERSONAL INJURY, DEATH, DAMAGES OF ANY KIND PHYSICAL OR PERSONAL, OR LOSS IS CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF RED BULL OR ANY OF THE RED BULL GROUP OR ANY OF ITS AFFILIATES OR CHARITY. THE RISKS INCLUDE BUT ARE NOT LIMITED TO THOSE RELATED TO TERRAIN, FACILITIES, TEMPERATURE, LIGHTING, WEATHER, OTHER PARTICIPANTS, PHYSICAL AND MENTAL STRAIN, FAILURE TO ADEQUATELY TRAIN, SPECTATORS, THE CATCHER CAR, OTHER TRAFFIC, VOLUNTEERS, EVENT OFFICIALS, AND LACK OF HYDRATION.
- 10.4 You (and your legal guardian on your behalf if you are under the legal age of majority in your jurisdiction of residence) agree to indemnify, defend, and hold harmless Red Bull, its parent and affiliates and the Red Bull Group from and against all claims, liabilities, losses, or damages of any kind, whether physical or personal (including attorneys' fees) arising out of, connected with, or as a result of your participation in the Event or with your breach of any representation, warranty, or term of these Terms of Participation.
- 10.5 Red Bull undertakes to use reasonable efforts to maintain adequate hardware and software service for the Wings for Life World Run Website and App 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.

- 10.6 If you are disqualified, Red Bull is under no obligation to publish this fact.
- 10.7 Participant must in his/her sole responsibility determine his/her physical fitness with regard to their participation in the Event and the Red Bull cannot be held liable for any medical condition of the Participant.
- 10.8 It is also in the Participant's sole responsibility to determine the specific category of the race to participate in, if such categories are available. Once he/she chooses a category, the Red Bull will not be able to introduce the Participant into another category after registration. No refunds will be available in such cases.
- 10.9 It is entirely up to the Participant to choose the location where he/she wishes to run. The Red Bull is not responsible to provide any food or drinks during the Event.
- 10.10 Neither Red Bull nor the Red Bull Group may be held responsible in case a Participant is not physically or mentally able to successfully perform any or all of the described tasks. You agree to abide by any decision of an Event official relative to your ability to safely complete the Event.
- 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 Red Bull nor any of its related companies, Event 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 Red Bull or any of its related companies will not incur any damage in this regard.
- 10.12 You agree to comply with the 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 Red Bull or its Event Staff if they have reasonable doubt regarding your individual safety in participating in the Event.
- 10.13 Under no circumstances will Red Bull or the Red Bull Group be liable to you or anyone else 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 Red Bull 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 To the fullest extent permitted by applicable law, any disputes arising in connection with the Event, these Terms, or the Rule Book for Participants in the United States will be governed by relevant U.S. federal statutes and regulations and the internal laws of the

State of California. Red Bull and you each agree that any such claim or dispute between the parties, or between a party and any agent, employee, successor, or assign of the other, related to the Event, these Terms, or the Rule Book for Participants in the United States locations (including the applicability of this arbitration clause) shall be resolved by binding arbitration administered by the JAMS under its rules and procedures in effect when the claim is filed. The rules and procedures and other information, including information on fees, may be obtained from JAMS' website (www.jamsadr.com) or by calling JAMS at 949-224-1810. Any award by the arbitrator(s) may be entered as a judgment in any court having jurisdiction.

- 10.16 All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms or the rights and obligations of Participants or Red Bull in connection with the Event shall be governed and construed in accordance with the laws of the State of California, and any disputes will be subject to the exclusive jurisdiction of the courts of in Los Angeles, California.

Updated: September 2018

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