

## **TERMS OF PARTICIPATION**

NO PURCHASE OR OTHER CONSIDERATION NECESSARY TO PARTICIPATE. PURCHASE WILL NOT IMPROVE CHANCES OF WINNING. TO PARTICIPATE, YOU MUST HAVE AN INSTAGRAM® ACCOUNT THAT IS OPEN TO THE PUBLIC.

By entering and participating in this competition the Participant ("You") agrees to be bound by these Terms of Participation ("Terms") and represent to satisfy all of the eligibility requirements below.

### **1. THE SPONSOR**

- 1.1 This Competition is run by Red Bull GmbH ("Red Bull") whose registered office is located at Am Brunnen 1, A-5330 Fuschl am See, Austria, with the support of the Red Bull's cooperation partners, agencies and service providers.
- 1.2 In the event this Competition is run via one or more third-party platform(s), the Competition is not linked to the third-party platform(s) and is not sponsored, endorsed or administered by, or associated in any way by the third-party platform(s). Your use on the third-party platform(s) is subject to the terms and conditions located on such site. Red Bull disclaims any liability should You fail to comply with the third-party platform(s) terms and conditions.

### **2. THE COMPETITION (the "Competition")**

- 2.1 This Competition is subject to these Terms and to all applicable laws and regulations.
- 2.2 The title of the Competition is "Neymar Jr - Global Consumer Activation".
- 2.3 This Competition starts at 12:00:00 am UTC+1, 1 January 2018 and ends on 11:59:59 pm UTC+1, 24 June 2018 (inclusive). All entries must be received by Red Bull before the closing date. All entries received after the closing date are automatically disqualified.

### **3. ELIGIBILITY**

- 3.1 In order to enter this Competition and be eligible to win a prize, You represent and warrant that You satisfy the following eligibility criteria:
- 3.2 You acknowledge that You are a natural person 18 years of age or older at the time of entry. Persons under the age of 18 years of age are not allowed to participate in this Competition or transmit or otherwise submit Personal Data (all data relating to You, such as Your contact details, Competition responses and photographs) to Red Bull. It is voluntary to provide Red Bull with Your Personal Data; however, You will not be able to enter the Competition if You do not supply all required Personal Data.
- 3.3 The Competition is open to residents worldwide. Please note that Red Bull is not liable in cases where You are not legally allowed to take part in the Competition due to national or local laws.
- 3.4 Directors, officers and employees of Red Bull, its parent, and any of their respective affiliate companies, subsidiaries, agents, any company involved in the development or production of the Competition, professional advisers, third party service providers or advertising and promotional agencies involved with this Competition, and immediate family members and those living in the same household of such persons (whether legally related or not) are not eligible to enter or win any prizes in this Competition. Red Bull shall verify these conditions consulting its database at the time of the selection.

- 3.5 There is no limit to the number of entries which may be submitted. You must not enter this Competition through the use of multiple Instagram accounts. If it becomes apparent that You have used multiple Instagram accounts to circumvent this rule all Your entries will be disqualified.
- 3.6 Red Bull will not accept entries that are: (a) automatically generated by computer; (b) completed by third parties (on Your behalf) or in bulk; (c) illegible, have been altered, reconstructed, forged or tampered with; or (d) incomplete. Red Bull reserves the right to verify Your Instagram account provided by You including as required to prove your age, identity and/or other provided details at any time at its discretion. In the event of any dispute, entries containing an invalid Instagram or incorrect data regarding Your age or residence will be deemed ineligible.

#### **4. RULES OF PARTICIPATION**

- 4.1 The Competition comprises of two stages. For stage one, You must upload and submit Your picture or video or boomerang on your Instagram account with a short and creative application text that explains why You should be the monthly winner of the activation and then submit the post to the competition by including the hashtags “#neymarjrsteam” and “#contest” to enter. Standard data and messaging rates apply. You must own the copyright and all other rights in the picture or video. The picture or video must be Your own work and must reflect the theme of the competition being: “Why I should make it to Neymar Jr’s team”. You are free to upload whatever You think will communicate and convince the Judges (as defined below) why You deserve one of the two spots per month (one player spot, one team supporting spot) over the Competition period, altogether 12 winners, in Neymar Jr’s Team playing against the winners of Neymar Jr’s Five soccer tournament. The picture or video submission must not: (a) be copied; (b) contain any music, trademarks, or third-party materials; (c) contain any content You do not have permission to use; (d) be offensive, distasteful, defamatory, dangerous, obscene, inappropriate; (e) violate the rights of any third party (e.g., any identifiable persons appearing in the picture or video) or reflect a political statement; and/or (f) breach any applicable laws. For stage two, Neymar Jr. and his team will pick the two global winners (one player spot, one team supporting spot) out of the twelve monthly winners, based on the following criteria: creativity, “charm” of their application, and the reasons given why they should be in Neymar Jr.’s team.
- 4.2 Only by following the procedure above will You enter the Competition. Late, illegible, incomplete, defaced or corrupt entries will not be accepted. No responsibility can be accepted for lost entries and proof of transmission will not be accepted as proof of receipt. Competition entries cannot be returned.

#### **5. THE SELECTION PROCESS**

- 5.1 For stage one, suitably skilled personnel of Red Bull together with a skilled and independent judge, as selected in Red Bull’s discretion, (the “Judges”), will choose twelve winning entries from all the valid entries received in accordance with the Terms. The decision of the Judges is final and no correspondence or discussion will be entered into. When selecting the winning entries, the Judges will in their sole discretion look for a picture or video that best interprets the theme of the Competition based on the following criteria: creativity, “charm” of their application, and the reasons given why they should be in Neymar Jr.’s team.
- 5.2 For stage two, Neymar Jr and his team will choose two global winners from the twelve winning entries selected by the Judges in stage one. The decision of Neymar Jr and his team is final and no correspondence or discussion will be entered into. When selecting the winning entries, Neymar Jr and his team will in their sole discretion look for a picture or video that best interprets the theme of the Competition based on the following criteria: creativity, “charm” of their application, and the reasons given why they should be in Neymar Jr.’s team.

5.3 For full details of the selection process please email info@neymarjrsfive.com. If You are disqualified, Red Bull is under no obligation to publish this fact. Red Bull undertakes to ensure transparency and to log the selection process appropriately in order for the results to be verified.

## **6. NOTIFICATION AND CLAIMING THE PRIZE**

6.1 The prize winner(s) of stage one will be announced at the end of each month during the Competition period (the "Announcement Date"). The prize winner(s) of stage two will be announced on or about 2 July 2018 (the "Announcement Date").

6.2 Red Bull will use Instagram Direct to notify You of any prizes You have won, so please make sure that your Instagram account is open to the public.

6.3 Red Bull shall contact the prize winner(s) using the Instagram account, which was used for the Competition entry. After the notification via Instagram Direct the prize winner(s) shall provide their current e-mail address to Red Bull for the further communication. Red Bull will provide the prize winner(s) with details via e-mail on how to claim the prize and will be given up until 21 days (from when Red Bull notified the prize winner(s) that they were successful) to claim the prize. If a prize winner cannot be contacted or is not available, or has not claimed their prize within 21 days of the Announcement Date, Red Bull reserves the right to offer the prize to the next eligible Participant, selected in accordance with the Selection Process.

6.4 If a prize winner rejects the prize, then the prize will be forfeited and an alternative winner will be selected in accordance with the Selection Process. Red Bull does not accept any responsibility if a prize winner is not able to take up the prize.

6.5 The prize is personal and non-transferable and may not be claimed by a third party on Your behalf.

6.6 A list of prize winners can be viewed on Red Bull's website. In the event that You are a prize winner You agree that Red Bull may disclose Your information e.g., first name, last name, nickname, in accordance with the above.

6.7 The maximum delivery term shall be no longer than 21 days from the end of the Promotion or the date of the prize claim. Any delay in relation to delivery of the prizes shall be communicated to the winner(s).

## **7. THE PRIZES**

7.1 The prizes for the twelve winners of stage one are: 12 prize packages, each consisting of 6 Neymar Jr's Five jerseys and 12 soccer balls signed by Neymar, 1 soccer ball per winner. Approximate retail value of each prize package is US \$200 per winner.

7.2 The prizes for the two winners of stage two are: two round-trip economy flights to Brazil to attend the Neymar Jr's Five World Final as well as the chance to be part of the World Final in the predefined supporting roles. The timing of the flights lies within the sole responsibility of Red Bull and depends upon the home country of the winners. Accommodation for three nights, as well as the entry for two people to the Neymar Jr's Five World Final and all transfers in Brazil (to and from the airport and to and from the Neymar Jr's Five event), are included. Approximate retail value of each prize is US \$7,500.

7.3 [Omitted].

7.4 Any other incidental costs and expenses associated with prize acceptance and use such as security fees, gratuities, luggage fees, snacks, drinks, and incidental charges are the responsibility of the prize winner(s) (and winner's companion). Ground transportation may be provided in lieu of air transportation if the winner resides within a small radius of the destination, and no compensation or substitution will be provided for difference in value.

- 7.5 Each winner must possess and show valid travel documents, prior to departure (e.g., valid passport or other acceptable government-issued identification). Travel insurance and spending money are the specific responsibility of the prize winner and companion. Once airline tickets have been issued, no changes by prize winner will be permitted. Red Bull will determine airline, airports, flight itinerary and overnight accommodations 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. Prize winner(s) and, if applicable, their companion(s) will require (and be responsible for the cost of obtaining) a valid passport and/or valid travel documents with at least 6 months' validity as well as any required visas.
- 7.6 To the extent permitted by law, Red Bull reserves the right to replace any or all prizes with prizes of equal or greater value.
- 7.7 Please note that no travel or other costs will be reimbursed for the participation in the Competition except for those expressly mentioned in these Terms. No cash alternatives will be provided and prizes You are entitled to receive are non-transferable and non-refundable.
- 7.8 The winner shall remain liable for all taxes (including interest and penalties) due and payable to competent tax authorities in respect of any prize monies payable.

## **8. RED BULL'S RIGHT TO CHANGE THE TERMS AND TO DISQUALIFY**

- 8.1 To the extent permitted by law, and without affecting Your statutory rights, if in Red Bull's opinion the Competition is compromised by any event beyond Red Bull's control, Red Bull reserves the right to modify, terminate, amend or extend the Competition and therefore these Terms, without responsibility and liability for any amount or kind of loss or damage that may result to You or any third party (whether direct or indirect). You will be notified in due time of such changes and You will be deemed to have accepted any such changes if We do not receive a written objection in legally due time or if You participate in the Competition subsequently to the posting of the revised Terms. You should check Red Bull's website [www.neymarjrsteam.com](http://www.neymarjrsteam.com) regularly for any changes which will apply from the date that they are uploaded.
- 8.2 At any time during the Competition, Red Bull reserves the right in its sole discretion to disallow or suspend votes, disqualify and/or remove any Participant if it has reason to believe that where voting is used as a selection process, anyone voting for such finalist has been paid, incentivized or pressured in any way for placing their vote, either by the finalist or any third party and/or You fails to observe these Terms, is engaged in cheating, or where applicable any other kind of illegal or inappropriate behavior. Red Bull's decision in relation to all matters in connection with the Competition is final, and no correspondence will be entered into.
- 8.3 In the event that a winning Participant is disqualified, the prize will be forfeited and selected in accordance with the Selection Process.

## **9. FAIR PLAY**

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

## 10. GRANT OF RIGHTS

- 10.1 By uploading material to Instagram and using the hashtags provided by Red Bull, You make the material available to Red Bull, provided that You make the content publicly available on Instagram (collectively, "Entry Materials"). Entry Materials may contain Your, (or another's) voice, image, photograph, statements, biographical information, performances, name and likeness and other user-generated content. You must have the express written consent of any identifiable persons appearing or referenced in your entry or entries to their 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 being used in the ways set out in these Terms, including Red Bull's right to use your entry or entries for any future commercial purpose without restrictions. Upon request, you will obtain written consent of any such persons for Red Bull in the form identified by Red Bull. If any person appearing in any entry is under the age of majority in their jurisdiction of residence, the written consent and signature of a parent or legal guardian is required.
- 10.2 As consideration for Your participation in this Competition and the opportunity for You to win a prize, You will assign to Red Bull all rights as set forth in applicable law in, and to Entry Materials to the broadest extent possible. To the extent that rights are not assignable, You grant to Red Bull a perpetual, worldwide, unlimited, exclusive, royalty-free, sub-licensable, transferable license to use the Entry Materials for the purposes of this Competition, including but not limited to the display on any and all Red Bull and its affiliates' websites, including social media websites. Red Bull does not guarantee any confidentiality with respect to Entry Materials. Subject to any license, You grant herein, any and all Entry Materials that You upload, store, transmit, submit, exchange or make available to the website is generated, owned and controlled solely by You, and not by Red Bull. It is solely Your responsibility to monitor and protect any intellectual property rights that You may have in Your Entry Materials, and Red Bull does not accept any responsibility for the same. **BY ENTERING, POTENTIAL WINNER EXPRESSLY AGREES TO COMPLETE ALL PAPERWORK REQUIRED TO COMPLETE THIS TRANSFER BEFORE YOU WILL BE DECLARED THE WINNER.**
- 10.3 You represent and warrant that all necessary rights, permissions, consents and moral rights' waivers have been duly and effectively obtained from any Participant, performer, presenter, contributor or other person involved in the Entry Materials or rights, services or facilities in connection with it.
- 10.4 To the extent permitted by applicable law, prize winner(s) may be requested to take part in promotional activity and Red Bull reserves the right, but not the obligation, to use the names of prize winners, their photographs and audio and/or visual recordings of them in any promotional material to the extent each prize winner agrees. Red Bull will seek the consent of the winner, where required. You expressly acknowledge that You and any person who appears in the Entry Materials have the right to decline use of the Entry Materials for marketing material.

## 11. COLLECTION OF INFORMATION AND DATA PRIVACY

Information about how Red Bull may collect, process and store Your Personal Data for the Competition and otherwise, can be found within Red Bull [www.redbull.com/pp/en\\_MEA](http://www.redbull.com/pp/en_MEA). Submission of contact information in connection with this Competition (whether or not required), including, without limitation, mailing address, phone number, email address, etc. during entry constitutes permission for Sponsor to use entrant's personal information for purposes of administration of the Competition. You also may opt-in to be added to Sponsor's customer database and to permit Sponsor to contact you in the future for promotional and other reasons. You may opt-out of receiving such communications as set forth in Sponsor's Privacy Policy (located at [www.redbull.com](http://www.redbull.com)) or as provided within any such marketing materials (e.g., using the "Unsubscribe" feature provided in the footer of Sponsor's e-mails). You understand that you are providing

your information to Sponsor. The information you provide to Sponsor will only be used in accordance with Sponsor's Privacy Policy.

## **12. LIABILITY AND WARRANTY**

- 12.1 Insofar as is permitted by law, Red Bull, Instagram, Inc., their respective directors, officers, assigns, employees, agents or distributors (the "Red Bull Group") will not in any circumstances be responsible or liable to compensate the prize winner or accept any liability for any loss, damage, personal injury or death occurring as a result of participation in the Competition or Competition-related activities, including taking up the prize. Any limitation of liability shall be excluded for fraud, willful misconduct or gross negligence. Your statutory rights are not affected.
- 12.2 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 Competition unless such loss arises from the Red Bull Group's failure to respect its contractual and legal obligations, in which case Red Bull still limits its liability for the abovementioned situations to the extent allowed by applicable law.
- 12.3 The Red Bull Group shall not be liable for: late, lost, delayed, damaged, misdirected, incomplete, illegible, or unintelligible entries; telephone, electronic, hardware, or software program, network, Internet, or computer malfunctions, failures, delays or difficulties; errors in transmission; prize notification deliveries attempted but not received; any loss suffered by anyone who enters or attempts to enter and/or participate in the Competition, whether the entry is lost, not submitted, wrongly processed or does not win.
- 12.4 There is no legal right to participate in this Competition. Red Bull is not responsible a Participant is unable to participate in the Competition for any reason.
- 12.5 Red Bull is not liable a Participant injures him/herself while performing actions with regard to this Competition. You represent that You do not have any condition and are not affected by any circumstances that would prevent You from safely participating in the Competition 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 Competition for any reason.
- 12.6 In no event shall the Red Bull Group be responsible or liable for any failure or delay in the performance of its obligations under these Terms arising out of or caused by, directly or indirectly, circumstances or forces beyond its reasonable control, including but not limited to strikes, work stoppages, accidents, or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software or hardware) services, when these circumstances constitute a force majeure as defined under applicable local law.
- 12.7 To the fullest extent permissible by law, no conditions, warranties or other terms apply to the Competition and all Free Products are awarded "as is" and without warranty of any kind, express or implied (including, without limitation, any implied warranty of satisfactory quality or fitness for a particular purpose).

## **13. GENERAL**

- 13.1 If any provision of the Terms shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of the Terms shall not in any way be affected or impaired thereby.
- 13.2 These Terms shall be governed by Austrian Law, and the parties submit to the non-exclusive jurisdiction of the courts of Vienna.

- 13.3 The latest version of the Terms will be available on Red Bull's website.
- 13.4 For general questions arising out of these Terms and/or related to this Competition, please contact [info@neymarjr5.com](mailto:info@neymarjr5.com).
- 13.5 No Affiliation. This Competition is in no way sponsored, endorsed or administered by, or associated with Instagram. Any questions, comments or complaints regarding the Competition should be directed to Red Bull.