

TERMS OF PARTICIPATION

NO PURCHASE OR OTHER CONSIDERATION NECESSARY TO PARTICIPATE. PURCHASE WILL NOT IMPROVE CHANCES OF WINNING.

USE CAUTION AND COMMON SENSE WHEN PARTICIPATING IN THIS PROMOTION. RESPECT AND ENSURE THE SAFETY OF YOURSELF AND OTHERS. DO NOT TRESPASS OR HARM ANYONE'S PROPERTY.

By entering and participating in this Promotion, you ("**You**") agree to be bound by these Terms of Participation (the "**Terms**") and represent that you satisfy all of the eligibility requirements below. This Promotion is subject to these Terms and to all applicable laws and regulations.

THIS IS A GAME OF SKILL. NO ELEMENT OF CHANCE WILL DETERMINE THE REWARD RECIPIENTS.

1. THE ORGANIZER

- 1.1 This Promotion is run by Red Bull Australia Pty. Ltd. whose registered office is located at Level 1, 55 Doody Street, Alexandria, NSW, 2015, Australia with the support of the Red Bull's cooperation partners, agencies and service providers ("**Organizer**").
- 1.2 In the event this Promotion is run via one or more third party platform(s), the Promotion is not linked to the third party platform(s) and is not organized, 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. The Organizer disclaims any liability should You fail to comply with the third party platform(s) terms and conditions.

2. THE PROMOTION (the "Promotion**")**

- 2.1 The title of the Promotion is Red Bull Backseat Driver - 7-Eleven Exclusive.
- 2.2 This Promotion is entirely free of charge to enter.
- 2.3 This Promotion starts on 2 March 2024, 12:00:00 pm UTC+10 and ends on 4 April 2024, 11:59:59 pm UTC+10 (inclusive). All entries must be received by the Organizer before the closing date. All entries received after the closing date are automatically disqualified.

3. ELIGIBILITY

- 3.1 In order to enter this Promotion and be eligible to get a reward, You represent and warrant that You satisfy the following eligibility criteria:
 - 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 Promotion or transmit or otherwise submit personal Data (all data relating to You, such as Your contact details, Promotion responses and photographs) to the Organizer. It is voluntary to provide us with Your personal data; however, You will not be able to enter the Promotion if You do not supply all required personal data.
 - The Promotion is only open to residents of Australia. Please note that the Organizer is not liable in cases where Participants are not legally allowed to take part in the Promotion due to national or local laws.
 - The Organizer is not responsible in case a Participant is not physically or mentally able to perform any or all of the described tasks; there is no legal right to participate in this Promotion whatsoever. Organizer is not liable in case a Participant injures him-/herself while performing actions with regard to this Promotion.
 - Directors, officers and employees of the Organizer, its parent, and any of their respective affiliate companies, subsidiaries, agents, any company involved in the development or production of the Promotion, professional advisers, third party service providers or advertising and promotional agencies involved with this Promotion, 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 rewards in this Promotion. The Organizer shall verify these conditions consulting its database at the time of the selection.

- 3.2 The Organizer 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. The Organizer reserves the right to verify the email address provided by You including where required, any consent provided by a Guardian to require proof of age, identity and/or other provided details at any time at its discretion. In the event of any dispute, entries containing an invalid email address or incorrect data regarding the age or residence of You will be deemed ineligible. You must not enter this Promotion through the use of multiple email accounts or social media accounts. If it becomes apparent that You have used multiple email accounts or social media accounts to circumvent this rule all Your entries will be disqualified.

4. RULES OF PARTICIPATION, SELECTION PROCESS AND THE REWARDS

- 4.1 In order to successfully enter the Promotion, You will have to go to redbull.com/backseatdriver-7eleven and follow the given instructions step by step, which includes providing the data that is requested in order to register (e.g. name and email address). Furthermore, if you register via social sign-in e.g. Facebook, Twitter or Google+, additional information (e.g. age or location) may be provided to us.
- 4.2 You will have to Visit your local 7-Eleven store, scan the QR code & submit your best backseat driving advice for the Oracle Red Bull Racing team to help lead them to victory at the Formula 1 Rolex Australian Grand Prix 2024. Submit via either a voice note (audio) in 30 seconds or less or text (written/typed) entry in 50 words or less. Then, submit your details for the chance to win. Entries will be judged on a set of criteria: most original, the knowledge of the Oracle Red Bull Racing team, drivers and/or sport itself, creativity & energy on redbull.com/backseatdriver-7eleven in order to successfully complete the Promotion.
- 4.3 There is no limit to the number of entries which may be submitted.
- 4.4 Suitably skilled personnel of the Organizer together with a skilled and independent judge or equivalent (the “**Judges**”), will choose thirty one reward recipients 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.
- 4.5 The rewards are: Major prize: 1 (one) person will win return economy flights for you and a plus one from your closest capital city in Australia to a city in Europe (to be confirmed). You will be provided twin-room accommodation in the selected city for 4 (four) nights. The major prize winner will ride in the backseat of a 2-seater Oracle Red Bull Racing car. The plus one will have the opportunity to ride in a Porsche experience. Note: This experience will not be hosted by current Oracle Red Bull Racing drivers. The car has been rebuilt since it last raced to be a 2-seater. There are health requirements to be eligible to ride on either experience. Both winner & plus one must be 18 years or older at time of prize fulfilment. Minor prizes: The 30 (thirty) runners up will win an Oracle Red Bull Racing essentials pack.. The reward recipient(s) will be announced on 19 April 2024. The total value of each reward will not exceed Major: \$36,000 total Minor: \$250 per person. Major prize: will be contacted via email (via the details shared in submission) to confirm and coordinate travel arrangements. Minor prize: will be contacted via email (via the details shared in submission) to retrieve appropriate delivery details. The packs will be sent via courier. If nobody is home when delivery is made, the delivery driver will leave it in a safe place..
- 4.6 For full details of the selection process please email backseatdriver.au@redbull.com. If the selected reward recipient(s) does not meet the eligibility criteria set out in these Terms, the Organizer will re-draw and select an alternative reward recipient(s). If You are disqualified, the Organizer is under no obligation to publish this fact. The Organizer undertakes to ensure transparency and to log the selection process appropriately in order for the results to be verified.
- 4.7 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. Entries cannot be returned.

5. NOTIFICATION AND CLAIMING THE REWARD

- 5.1 The contact details You provide with Your Promotion entry will be used to notify You of any rewards You are entitled to receive, so please make sure they are kept up to date and accurate.
- 5.2 The Organizer shall contact the reward recipient(s) using the telephone number or email address provided with the Promotion entry. On notification, the reward recipient(s) will be provided with details on how to claim the reward and will be given up until 26 April 2024 to claim the reward. If a reward recipient cannot be contacted

or is not available, or has not claimed their reward within this period, the Organizer reserves the right to offer the reward to the next eligible participant, selected in accordance with the selection process.

- 5.3 The reward is personal and non-transferable and may not be claimed by a third party on Your behalf.
- 5.4 A list of reward recipients may be published on the Organizer's website. In the event that You are a reward recipient You agree that the Organizer may disclose Your information e.g. first name, last name, nickname, in accordance with the above.
- 5.5 The maximum delivery term shall be no longer than Major prize: 8 months, Minor prize: 3 months. days from the end of the Promotion or the date of the reward claim. Any delay in relation to delivery of the rewards shall be communicated to the reward recipient(s).
- 5.6 Any other incidental costs and expenses associated with reward acceptance and use such as security fees, gratuities, luggage fees, snacks, drinks, and incidental charges are the responsibility of the reward recipient(s) (and reward recipient's companion). Ground transportation may be provided in lieu of air transportation if the reward recipient resides within a small radius of the destination, and no compensation or substitution will be provided for difference in value.
- 5.7 Each reward recipient 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 reward recipient and companion. Once airline tickets have been issued, no changes by winner will be permitted. The Organizer will determine airline, airports, flight itinerary and overnight accommodations in its sole discretion. Travel and accommodation restrictions, conditions, and limitations may apply. The Organizer will not replace any lost, mutilated, or stolen tickets or travel vouchers. Reward recipient(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.
- 5.8 To the extent permitted by law, the Organizer reserves the right to replace any or all rewards with rewards of equal or greater value.
- 5.9 Please note that no travel or other costs will be reimbursed for the participation in the Promotion except for those expressly mentioned in these Terms. No cash alternatives will be provided and rewards You are entitled to receive are non-transferable and non-refundable.
- 5.10 The reward recipient shall remain liable for all taxes (including interest and penalties) due and payable to competent tax authorities in respect of any prize monies payable.

6. ORGANIZER'S RIGHT TO CHANGE THE TERMS AND TO DISQUALIFY

- 6.1 To the extent permitted by law, and without affecting Your statutory rights, if in the Organizer's opinion the Promotion is compromised by any event beyond the Organizer's control, the Organizer reserves the right to modify, terminate, amend or extend the Promotion without responsibility and liability for any amount or kind of loss or damage that may result to You or any third party (whether direct or indirect). You should check our website redbull.com/backseatdriver-7eleven regularly for any changes which will apply from the date that they are uploaded.
- 6.2 At any time during the Promotion, the Organizer 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, incentivised or pressured in any way for placing their vote, either by the finalist or any third party and/or the Participant fails to observe these Terms, is engaged in cheating, or where applicable any other kind of illegal or inappropriate behaviour. The Organizer's decision in relation to all matters in connection with the Promotion is final, and no correspondence will be entered into.
- 6.3 In the event that a winning participant is disqualified, the reward will be forfeited and selected in accordance with the selection process.

7. 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 the Organizer, which You have a limited licence to use for the sole purpose of this Promotion, 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, 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 Promotion 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).

8. GRANT OF RIGHTS

- 8.1 You may submit the material, where applicable, to the Organizer in connection with the Promotion (collectively, the **"Entry Materials"**). Entry Materials may contain You, (or another's) voice, image, photograph, statements, biographical information, performances, name and likeness and other user-generated content.
- 8.2 As consideration for Your participation in this Promotion and the opportunity for You to win a reward, You will assign to the Organizer all rights as set forth in the applicable law and to Entry Materials to the broadest extent possible. To the extent that rights are not assignable, You grant to the Organizer a worldwide, unlimited, exclusive, royalty-free, transferable licence to use the Entry Materials for the purposes of this Promotion, including but not limited to the display on any and all Organizer and its affiliates' websites, including social media websites. The Organizer does not guarantee any confidentiality with respect to Entry Materials. Subject to any licence, 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 the Organizer. It is solely Your responsibility to monitor and protect any intellectual property rights that You may have in Your Entry Materials, and the Organizer does not accept any responsibility for the same. 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.
- 8.3 You represent and warrant that all necessary rights, permissions, consents and moral rights' waivers have been duly and effectively obtained from any performer, presenter, contributor or other person involved in the Entry Materials or rights, services or facilities in connection with it.
- 8.4 To the extent permitted by applicable law, reward recipients may be requested to take part in promotional activity and the Organizer reserves the right to use the names and addresses of reward recipients, their photographs and audio and/or visual recordings of them in any promotional material to the extent each reward recipient agrees. The Organizer will seek the consent of the reward recipient, 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.

9. COLLECTION OF INFORMATION AND DATA PRIVACY

- 9.1 Red Bull Australia Pty Limited ABN 67 085 840 259 (Red Bull) collects your personal information for the purposes of administering events, consumer activations, competitions, promotions, websites and apps, improving our business practices, services and products, addressing complaints about Red Bull or its affiliates, to provide you with the best experience possible with using our websites and apps, ensuring your safety and to provide you with information about our products, events and other activities (**"Purpose"**). Your personal information will be retained by Red Bull in accordance with the Australian Privacy Principles and the Privacy Act 1988 (Cth) as well as any other applicable privacy laws. Red Bull may also collect, use and disclose your sensitive information including your health information; however, Red Bull will only do so with your consent. Red Bull may use your personal information to send you direct marketing materials; however, Red Bull will only do so with your consent. If you do not provide your personal information Red Bull will not be able to enter you into promotions, register you for events, provide you with products, contact you about future events and our products, contact you about a complaint you may have made or continue to improve the experiences and services provided to you. Red Bull may provide your personal information to Red Bull's related entities and third parties in relation to the Purpose, who may be located in Australia or other countries (including Europe, the United States or Singapore) but if we do so we take steps to ensure that your privacy is respected. For further information, including how you can

access and correct the personal information we hold about you or to make a privacy complaint, please see our [Privacy Policy](#) or contact Red Bull via the [Data Privacy form](#).

- 9.2 Information about how the Organizer may collect, process and store Your personal information for the Promotion and otherwise, can be found within our Privacy Policy at www.redbull.com/pp/en_AU.

10. LIABILITY AND WARRANTY

- 10.1 Insofar as is permitted by law, the Organizer, its employees, agents or distributors will not in any circumstances be responsible or liable to compensate the reward recipient or accept any liability for any loss, damage, personal injury or death occurring as a result of participation in the Promotion, as well as taking up the reward. Any limitation of liability shall be excluded for fraud, willful misconduct or gross negligence. Your statutory rights are not affected (including the Consumer Guarantees under Schedule 2 of the Competition and Consumer Act 2010).
- 10.2 The Organizer and the [Red Bull Group](#) exclude all liability to You for any loss of income, loss of profits, loss of goodwill, loss of data, loss of opportunity (in each case whether direct or indirect) and any indirect or consequential loss or damages incurred or suffered by You in connection with Your participation in the Promotion unless such loss arises from the Organizer's or the [Red Bull Group's](#) failure to respect its contractual and legal obligations, in which case Red Bull still limits its liability for the abovementioned situations to the extent allowed by applicable law.
- 10.3 The Organizer and 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; reward notification deliveries attempted but not received; any loss suffered by anyone who enters or attempts to enter and/or participate in the Promotion, whether the entry is lost, not submitted, wrongly processed or does not win.
- 10.4 There is no legal right to participate in this Promotion. The Organizer is not responsible if You are unable to participate in the Promotion for any reason.
- 10.5 The Organizer is not liable if You injure Yourself while performing actions with regard to this Promotion. 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 Promotion 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 Promotion for any reason.
- 10.6 In no event shall the Organizer and the [Red Bull Group](#) be responsible or liable for any failure or delay in the performance of its obligations under these Terms arising out of or caused by, directly or indirectly, circumstances 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.
- 10.7 To the fullest extent permissible by law, and without affecting the application of the Consumer Guarantees under Schedule 2 of the Competition and Consumer Act 2010, no conditions, warranties or other terms apply to the Promotion 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).
- 10.8 The Organizer excludes any responsibility and/or liability in case the participation/the award of a reward requires the approval of a Guardian. This solely lies within Your responsibility.

11. GENERAL

- 11.1 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.
- 11.2 These Terms shall be governed by and construed in accordance with the laws of New South Wales, and the parties submit to the non-exclusive jurisdiction of the courts competent for the address of Red Bull.
- 11.3 The latest version of the Terms will be available on the Organizer's website.

11.4 For general questions arising out of these Terms and/or related to this Promotion, please contact backseatdriver.au@redbull.com.

Created: 8 January 2024