



TERMS OF PARTICIPATION

ESCAPE ROOM WORLD CHAMPIONSHIP

Escape Room World Championship (“Tournament”) is run by Red Bull GmbH (“Sponsor” or “Red Bull”) whose registered office is located at Am Brunnen 1, 5330 Fuschl am See, Austria, with the support of the Sponsor’s cooperation partners, agencies and service providers.

The Escape Room Championship is designed as a mixed-reality game of skill. There is no purchase necessary and is governed by the present Terms of Participation (“Terms”) and certain mandatory applicable international, federal, state, provincial, local and regional laws and regulations, as the case may be.

The Escape Room World Championship is a multistage digital gaming event split into three parts: an online single player game, offline multi player Events in different locations around the world and the World Championship Finals taking place in March 2019 in secret location (more information will be released as the tournament progresses).

For general questions arising out of these Terms and/or related to this Tournament, please contact martin@redbullmindgamers.com or alice@redbullmindgamers.com. By entering and participating in this Tournament, you agree to be bound by these Terms and to the Rulebook and represent that you satisfy all of the eligibility requirements below.

1. ELIGIBILITY

1.1. In order to enter the Escape Room World Championship and be eligible to win a prize, you represent and warrant that you (“Participant”, “Entrant” or “you”) satisfy the following eligibility criteria:

1.2. You acknowledge that you are born before 21.08.2002, and, if under the age of 18 or under the age of majority for your jurisdiction, you are participating in the Tournament under the active supervision of a parent, legal guardian, or other responsible adult (altogether referred to as “Guardian” in the following) who has read and agreed to these Terms on your behalf.

1.3. Persons under the age of 16 are not allowed to participate in the Tournament or transmit or otherwise submit personal information to Red Bull.

1.4. Please note that Red Bull is not liable in case Participants are not legally allowed to take part in the Tournament due to national or local laws.

1.5. Please note that the official language of the Tournament will be English and that all interactions with the Sponsor, including these terms and conditions, the registration, and further instructions in the course of the Tournament, will generally be in English language.

1.6. Players that qualify for the World Finals will require (and be responsible for the cost of obtaining) a valid passport and/or valid travel documents with at least 6 months remaining validity as of [15th April 2019] as well as any visas required to enter the country, where the finals will be held. Red Bull undertakes to support visa applications with reasonable efforts (e.g. letters of invitations).

1.7. Directors, officers and employees of Sponsor, its parent, and any of their respective affiliate companies, subsidiaries, agents, any company involved in the development or production of the Tournament, professional advisors, third party service providers or advertising and promotional agencies involved with the Tournament, 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 the Tournament.

1.8. Only one entry per person is allowed. Further, only natural persons and non-entrepreneurs are allowed to participate.



1.9. Sponsor reserves the right to verify the email address provided to Sponsor by Entrant and 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 the Entrant will be deemed ineligible.

1.10. Prior to being eligible to participate in a National Qualifier, each Entrant must completely and accurately fill out the online registration at www.redbullmindgamers.com and submit to the tournament staff located at the on-site check-in of the applicable National Qualifier a Participant Disclaimer, failing which such Entrant will not be allowed to participate. Further, if you are between the ages of sixteen (16) and the age of majority in your jurisdiction of residence, then your Guardian must complete the Participant Disclaimer on your behalf as described in Paragraph 1.2 above.

1.11. The Tournament will be run at Sponsor's sole discretion. Sponsor's decision in relation to all matters in connection with the Tournament is final, and no correspondence will be entered into.

2. TOURNAMENT PERIOD

2.1. The online game starts on the 21st of August 2018, at 00:01 a.m. CEST. The online wild card qualification for the game starts on November 15th, 2018, at 00:01 a.m. CEST. The different events worldwide (dependent on local timeframes) 2018, at 00:01 a.m. CEST, the National Qualifiers are running from August 21st 2018 to February 28st, 2019.

2.2. Entries received by Red Bull outside the registration phase of the Tournament period will not be considered and will have no entitlement whatsoever pursuant to these Terms.

2.3. The Global Final will take place in March 2019, the location and country will be announced when the tournament progresses further.

3. RULES OF THE GAME

See the Escape Room World Championship Rule Book.

4. THE SELECTION PROCESS

4.1. The number of participants who are able to compete at the National Qualifiers is up to the countries and locations. Eligible entries will be selected directly at the event, there will be an open registration for a certain time period (decided by the countries themselves). The local team will organize the event day and the player schedule.

4.2. Sponsor reserves the right to change the tournament time schedule in case of technical or organizational issues.

4.3 National qualifications will take place in the following countries:

- AUSTRALIA
- AUSTRIA
- AZERBAIJAN
- BELGIUM
- BRAZIL
- CROATIA
- ESTONIA
- FRANCE
- GEORGIA
- GERMANY
- GREECE
- INDIA



- LATVIA
- NORWAY
- LITHUANIA
- PORTUGAL
- SLOVAKIA
- SLOVENIA
- SWITZERLAND
- TURKEY
- UK
- UKRAINE
- USA

4.3. The winning team of each country will travel to the World Final.

4.4. The Finalists travelling to the World Final will be decided dependent on the outcome of the Nation Qualifier in the country. They will be notified by e-mail or telephone and their full name and/or Facebook name will be published on the Website.

4.5. 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.

4.6. If you are disqualified, Red Bull is under no obligation to publish this fact.

4.7. The contact details you provide with your Competition entry will be used to notify you of any prizes; please make sure they are correct.

5. THE PRIZES

5.1. The Finalists will each be awarded one Qualification Prize (one Qualification Prize for each Finalist) consisting of a two-way transportation (to be determined by Red Bull based on the distance) from each Finalist's place of residence (or from a nearby location to be designated by Red Bull) to the World Final and his/her accommodation (including food and beverages) during the World Final.

The accommodation will be at the sole determination of the Sponsor and can include starred hotels or hostels. The total value of the Qualification Prize will depend on the place of residence of each Finalist and on the costs at the moment of booking.

5.2. The winners of the Red Bull Escape Room World Championship Finals will be awarded one Global Prize (in total one Global Prize) consisting of a 3-day trip to Toronto, Canada organized by Red Bull with two-way transportation (to be determined by Red Bull based on the distance) from each Finalist's place of residence (or from a nearby location to be designated by Red Bull) at dates to be agreed between the Global Winner and Red Bull. This also includes accommodation and food during the stay.

The accommodation and the exact duration of the stay will be at the sole determination of the Sponsor and can include starred hotels or hostels. The total value of the Global Prize will depend on the place of residence of the Global Winner and on the costs at the moment of booking. The photographs and/or video clips from the trip will be published by the Sponsor and/or its subsidiaries online and/or in other media. The World Champions will be required to enter a separate license agreement with the Sponsor or one of its subsidiaries for this photo/video shoot.

5.3. In case a minor Entrant wins a prize and if the acceptance/usage of such prize requires the approval of a Guardian (for instance travels, the participation in a sport related activity or any prize that involves a contractual relationship with Entrant), Red Bull is entitled to substitute such prize with another prize or to determine an alternate winner, in case no such approval is given. If the Guardian consents, but the acceptance/usage of the prize entails own costs with regard to the Guardian (e.g. traveling expenses for accompanying the minor Entrant), Red Bull is also entitled to substitute the original prize with another prize or to determine an alternate winner. Neither



Entrant nor the Guardian has any rights or claims regarding additional expenses in connection with the award of prizes.

5.4. All travel arrangements must be made through Sponsor's agent. Any other costs and expenses associated with prize acceptance and use not specifically provided herein (such as security fees, gratuities, luggage fees, snacks and drinks during travels, and transportation, and incidental charges) are the responsibility of the participating winners and guardians and not Sponsor. Ground transportation may be provided in lieu of air transportation if winner resides within a 300 km radius of destination, and no compensation or substitution will be provided for difference in value. Each winner must possess and show valid travel documents, prior to departure (e.g. valid driver's license, or other acceptable government-issued identification). Travel insurance and spending money are the specific responsibility of the prize winner. Once airline tickets have been ticketed, no changes by Finalist will be permitted. Sponsor will determine airline, airports, flight itinerary, meal date/time and food and drink selection, and overnight accommodations in its sole discretion. Travel and accommodation restrictions, conditions, and limitations may apply. Sponsor will not replace any lost, mutilated, or stolen tickets or travel vouchers.

5.5. Red Bull reserves the right to replace any or all prizes with prizes of a similar value.

5.6. Please note that no travel or other costs will be reimbursed for the participation in the Tournament except for those expressly mentioned in these Terms.

5.7. To the extent permitted by applicable local law, all prizes 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). COUNTRY, STATE, LOCAL TAXES, INCLUDING VAT TAXES WHICH ARE ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZES ARE THE SOLE RESPONSIBILITY OF THE WINNER.

5.8. No cash alternatives will be provided and prizes are non-transferable and nonrefundable.

5.9. In case a Finalist does not claim his/her Qualification Prize by March 1st, 2019, he/she will have forfeited the prize and Red Bull reserves the right to determine an alternate winner based on the next highest score, excluding Finalists from countries where there already is a Finalist with a higher score.

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

6.1. Sponsor reserves the right to change the Tournament rules and these Terms from time to time and such changes will be available on the Tournament website.

6.2. If in Sponsor's opinion the Tournament is compromised by any event beyond Sponsor's control, Sponsor reserves the right to modify, terminate, amend or extend the Tournament 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).

6.3. At any time during the Tournament, Sponsor reserves the right in its sole discretion to disqualify and remove any Entrant for any failure to observe these Terms (including but not limited to, because Sponsor believes the Entrant engaged in cheating and in general for violations of the provisions set out under Section 7 of these Terms) or where applicable any other kind of illegal or inappropriate behavior. In the event that a winning Entrant is disqualified, the prize will be forfeited and/or may be awarded to an alternate winner.

7. FAIR PLAY

7.1. You hereby confirm that the personal data you enter in connection with the Tournament is accurate and up to date.



7.2. You hereby warrant and represent that you personally performed and otherwise participated in the Tournament to meet the criteria set out under Sections 3. And 4. of these Terms associated with your entry or by your own creation of other materials such as user generated content as specified in these Terms and that you have not used any prohibited aids, such as automatic robots, scripts, services or other forms of manipulation. By entering this Tournament, all Entrants warrant and represent that their entries are their own fully original creations, and their respective entries will not infringe or violate the rights of any third parties, including but not limited to copyrights, trademarks and/or rights of publicity/privacy.

7.3. You confirm and are responsible that your entry does not:

- contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights;
- contain brand names or trademarks, other than (i) those of Sponsor, which you have a limited license to use for the sole purpose of creating and uploading your entry, and/or (ii) those that you own, which you agree to license to Sponsor on a royalty-free, irrevocable, perpetual, non-exclusive basis, or have license to use and sub-license to Sponsor on a royalty-free, irrevocable, perpetual, nonexclusive basis in connection with the entry;
- contain copyrighted material not created by you, other than material that you have necessary rights, consents and permissions to use and sub-license to Sponsor on a royalty free, irrevocable, perpetual, nonexclusive basis in connection with the entry;
- contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous;
- contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where the entry is created.

7.4. In case of an infringement of this Section 7, you shall defend and indemnify Sponsor against, claims of infringement based on intellectual property rights.

8. GRANT OF RIGHTS

8.1. The Entrant hereby assigns and grants to the Sponsor including its parents, subsidiaries, affiliates and cooperation partners any and all rights, title and interest in and to all entries and materials submitted to Sponsor in connection with any Tournament, including your voice, image, photograph, statements, biographical information, performances, name and likeness and including any user generated content (collectively, "Entry Materials") under current and future law to the broadest extent possible according to applicable law. To the extent that rights are not assignable, the Entrant hereby grants to the Sponsor the irrevocable, worldwide, perpetual, exclusive, transferable and unlimited rights (unlimited in terms of territory, time or purpose) to exploit, copy, distribute, transmit, publish, perform, display, make derivative works from, exploit, and otherwise use the Entry Materials in any known or yet unknown kind of use. This includes in particular but is without any payment or notice to the Entrant. If a court or any other authority finds that the exclusive grant above is not fully effective for any reason, the Entrant hereby grants to the Sponsor the irrevocable, worldwide, perpetual, nonexclusive, transferable and unlimited rights (unlimited in terms of territory, time or purpose) to copy, distribute, transmit, publish, perform, display, make derivative works from, exploit, and otherwise use the Entry Materials in any known or yet unknown kind of use without any payment or notice to the Entrant. Entrant waives any and all moral rights (sometimes referred to as "droit moral" or similar terms) in the Entry Materials in favor of Sponsor. The conveyances and licenses in this section include in particular but are not limited to the following rights: the broadcasting right, the right of making available to the public (download/ondemand- rights), the film theatre right (cinematic/exhibition right), the video rights, the right of distribution and copying, the right of alteration and dubbing, the right of promotion, the merchandising right, the publishing right and the stage drama, radio drama and audio/talking book rights. Furthermore, the Sponsor acquires the right to make any alterations, intermissions, deletions, cuts or other modifications in and to the Entry Materials and the exclusive right to exploit such altered version in any matter. The Sponsor and its parents, subsidiaries, affiliates and cooperation partners shall be enabled to exploit the Entry Materials without any limitations and regardless of the medium via which the exploitation takes place. Sponsor is however not obliged to make use of these rights.



8.2. Sponsor is further irrevocably entitled to assign the rights entirely or in part to any third parties and to grant any sublicenses respectively rights of exploitation and/or exploitation permissions or to exercise the rights in its own name or through third parties.

8.3. The sole consideration for this comprehensive assignment and grant of rights shall be to get the chance to win a prize in the Tournament.

8.4. Sponsor including its affiliated companies and partners may be required to request you to enter into a separate license agreement permitting Sponsor to use the Entry Materials for reasonable promotional, administrative or other purposes beyond the reasonable expectation of the Entrant.

8.5. Winners may be requested to take part in promotional activity and Red Bull reserves the right to use the names and addresses of winners, their photographs and audio and/or visual recordings of them in any promotional material.

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 in connection with the Tournament is accurate and up to date.

9.3. By accepting the Terms, you agree that Red Bull may process your Personal Data itself, within 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 without your explicit consent. In particular, Personal Data will not be sold, leased or traded. However, in cases in which Red Bull is required to transmit Personal Data to an outside data processor in connection with the Tournament, Red Bull will only transmit as much Personal Data as is necessary in order to fulfill its tasks set out under these Terms. In such cases, Red Bull will require and make sure 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 Tournament. 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 Red Bull could transfer your personal information to other countries, including countries outside the European Economic Area (EEA) and/or 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 European Economic Area.

9.6. Personal Data will only be used for purposes in connection with this Tournament and will only be retained by Red Bull, its affiliated companies and its mandated data processors for as long as is necessary to fulfill the original or directly related purpose for which it was collected in connection with the Tournament. This might include a period of time after the conclusion of the Tournament in order to distribute prizes or to fulfill 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. Red Bull does not knowingly collect information from persons below the age of 16 and/or minors.

9.9. The entered Personal Data shall always be accurate. You should keep your data up to date in order for Red Bull to notify you in case they you won a prize. Red Bull will ensure that your



personal data is not used if it is known that it is not accurate.

9.10. Red Bull and its contractors may contact you via email, phone or otherwise in relation to the Tournament.

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 the Organizer is keeping.

9.13. You can contact Red Bull with regard to privacy questions as follows:
info@playfulsolutions.net.

9.14. All entries along with the Entrant's Facebook account name and/or name will be publicly posted on www.redbullmindgamers.com.

10. LIABILITY AND WARRANTY

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

10.2. The Red Bull Group undertakes to use reasonable efforts to maintain adequate hardware and software service for the Tournament 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; prize notification deliveries attempted but not received; any loss suffered by anyone who enters or attempts to enter and/or participate in the Tournament, whether the entry is lost, not submitted, wrongly processed or does not win.

10.3. The Sponsor also undertakes to ensure transparency with regard to a fair competition and will endeavor to ensure the safety and undisturbed execution of the Tournament with its service providers.

10.4. Red Bull 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 Tournament whatsoever. Red Bull is not liable in case a Participant injures him-/herself while performing actions with regard to this Tournament. You represent that you do not have any condition that would prevent you from safely participating in the Tournament 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 Tournament for any reason.

10.5. You grant to the (medical) staff of the National Qualifications and the World Final and its designees permission to administer or arrange for any medical assistance that they deem necessary or appropriate as a result of your participation, including without limitation, arranging transportation to a hospital or other medical facility. You also grant them access to your medical records and physicians, as well as other information, relating to medical care that may be administered to you at any such medical facility as a result of your participation at the Tournament.

10.6. Organizer is only liable in accordance with statutory law for damages arising as result of an injury to life and/or health (a.) in case of intent, (b.) in case of gross negligence if the Entrant is a consumer according to applicable consumer protection law; and/or (c.) in case Organizer is in breach of the requirements of statutory regulations on product liability (if applicable).



10.7. Without limiting the aforementioned, Organizer is only liable for slight negligence in cases of a breach of a material contractual obligation hereunder. In such cases, the liability will be limited to the typical and foreseeable damages; in other cases Organizer shall not be liable for slight negligence.

10.8. Sponsor 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 Tournament.

10.9. In no event shall Sponsor 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.

10.10. To the fullest extent permissible by law, no conditions, warranties or other terms apply to the Tournament.

10.11. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms or the rights and obligations of Participants or Sponsor in connection with the Tournament 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 Austria.

11. NO AFFILIATION AND GOVERNING LAW

11.1. This Tournament is in no way sponsored, endorsed, administered by or associated with YouTube®, Vimeo®, Facebook® or any social media provider whatsoever. Any questions, comments or complaints regarding the Giveaway should be directed to Sponsor. YouTube, Vimeo, Facebook and all other social media platforms is hereby completely released of all liability by each entrant. For questions of data usage by these platforms, please refer to www.youtube.com/t/terms?gl=US and www.vimeo.com/terms and www.facebook.com/legal/terms.

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