



## RULE BOOK

### RED BULL MIND GAMERS CHALLENGES

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#### 1. TERMS & CONDITIONS

1.1. The following challenges (“Challenges”) are covered under the Terms and Conditions for Red Bull Mind Gamers website (“Website”).

1.2. Red Bull (“Sponsor” or “Red Bull”) may now or in the future permit the players of a Challenge (“Players”) to post, upload, transmit through, or otherwise make available through Red Bull’s services (collectively, “submit”) entries and materials including the Players’ voice, image, photograph, statements, biographical information, performances, name and likeness and including any user generated content messages, text, illustrations, data, files, images, graphics, photos, comments, sounds, music, videos, information, content, and/or other materials (“User Content”). The Player acknowledges and agrees to be solely responsible for the submitted User Content. The Player represents and warrants to be the owner of all Intellectual Property rights to the User Content and Red Bull does not accept any responsibility for the same.

1.3. The Player hereby assigns and grants to Red Bull including Red Bull’s subsidiaries, affiliates and cooperation partners any and all rights, title and interest in and to the User Content under current and future law to the broadest extent possible. To the extent that rights are not assignable, the Player hereby grants Red Bull 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 User Content in any known or yet unknown kind of use without any payment or notice. The Player waives any and all moral rights (sometimes referred to as “droit moral” or similar terms) in the User Content in Red Bull’s favor. 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/on demand- 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, Red Bull acquires the right to make any alterations, intermissions, deletions, cuts or other modifications in and to the User Content and the exclusive right to exploit such altered version in any matter. Red Bull and its subsidiaries, affiliates and cooperation partners shall be enabled to exploit the User Content without any limitations and regardless of the medium via which the exploitation takes place. Red Bull is however not obliged to make use of these rights.

1.4. The Player warrants and covenants not to submit any User Content which is untrue, defamatory, obscene, indecent, harassing or threatening; warrant that their Submission does not violate any applicable law or regulation (including any laws regarding anti-discrimination or false advertising); and warrants that the User Content is not obscene or pornographic. For the avoidance of doubt, this provision shall not restrict the Terms & Conditions of the Website.

1.5. 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 Challenges, 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 receive any



prizes from this Challenge. Red Bull shall verify these conditions consulting its database at the time of the selection.

1.6. In the event this Challenge is run via one or more third party platform(s), the Challenge 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 the Player fail to comply with the third party platform(s) terms and conditions.

## 2. HOW TO PLAY

2.1. Players need to create an account at <https://mindgamers.redbull.com> to be able to participate in the monthly Challenges.

2.2. Players should go to the Challenge page - <https://mindgamers.redbull.com/challenge/musicchallenge/info> - then start the Challenge by first watching the Challenge video, clicking on the 'Start' button and navigate through the Challenge specific tasks and questions located on the "Learn" and "Test" pages.

2.3. Players must submit one answer for the Challenge final question after they play the game in the 'Make Music' section in order to be considered for the monthly prizes.

2.4. Players can only submit one entry per Challenge.

2.5. Players will be disqualified if they are found to have entered a Challenge using multiple accounts.

## 3. CHALLENGE TIMELINE

### 3. Red Bull Music Academy Challenge

3.1. The Red Bull Music Academy Challenge starts on Oct 8th, 2018, at 11:00 CEST and ends on Nov 18th, 2018, at 23:00 CEST.

3.2. Red Bull reserves the right to extend the end date of the Challenge.

3.3. Entries received by Red Bull outside the registration phase of the Challenge period will not be considered.

3.4. There is one prize for this challenge. Players must create a sound in the "make music" section of the game and submit the link to their original sound.

3.5. The submitted link must refer the Player's own original work.

3.6. Representatives from Red Bull will weekly curate the sounds data base and reintroduce them in the play section of the game.

3.7. At the end of the challenge, Red Bull Music Academy representative Tatsuya Takahashi will select a winner based on the musicality, creativity and originality of their submitted sound for this challenge.

3.8. A representative from Red Bull will contact the winner within four weeks of the closing date for the Challenge via the email provided by the Players in their Red Bull Mind Gamers account. The Players therefore shall keep their email up to date. If the Player fails to respond within ten working days, Red Bull reserves the right to select an alternative winner.

3.8. The winner will be announced on the Red Bull Mind Gamers platform and also Red Bull Social Media Channels: Red Bull Mind Gamers Twitter account and Facebook page.

3.9. Only by following the procedure above will the Player be able to enter the Challenge. 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.

## 4. CHALLENGE PRIZE



#### **4. Red Bull Music Academy Challenge**

4.1. The prize for the winner is a visitor ticket to Superbooth festival taking place in Berlin between 9-11 May 2019, a 2 nights accommodation in Berlin during 9-10 May 2019 and a flight voucher of 500 EUR.

4.2. 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.

4.3. The delivery period for the prizes will be 21 days after the acceptance of the prize by the winners.

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

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

#### **5. GOVERNING LAW**

5.1. 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.

5.2. These Terms shall be governed by Austrian Law, and the parties submit to the non-exclusive jurisdiction of the courts of Vienna - Inner City.

For general questions arising out of these Rules and/or related to this Challenge, please contact [ioana@redbullmindgamers.com](mailto:ioana@redbullmindgamers.com).