THIS CONTEST IS OPEN TO CANADIAN RESIDENTS ONLY AND IS GOVERNED BY CANADIAN LAW

Standard data rates apply to participants who choose to participate in the Contest via a mobile device. Please contact your service provider for pricing and service plan information and rates before mobile device participation.

1. CONTEST PERIOD:

Red Bull Racers 2-Wheels (Shell, Bonisoir, and Needs) (the "**Contest**") begins on July 3, 2023 at 12:00:00 a.m. Eastern Time ("**ET**") and ends on September 3, 2023 at 11:59:59 p.m. ET (the "**Contest Period**").

2. ELIGIBILITY:

Contest is open only to residents of Canada who have reached the legal age of majority in their province or territory of residence at the time of entry, except employees, representatives or agents (and those with whom such persons are living, whether related or not) of Red Bull Canada, Ltd. (the "**Sponsor**"), its affiliated companies, prize suppliers, advertising/promotion agencies and any other individual(s), entity or entities involved in the development, production, implementation, administration or fulfillment of the Contest (collectively with the Sponsor, the "**Contest Parties**").

3. AGREEMENT TO BE LEGALLY BOUND BY RULES:

By participating in this Contest, you are signifying your agreement that you have read and agree to be legally bound by the terms and conditions of these Official Rules and Regulations (the "**Rules**").

4. **REGIONS:**

For the purposes of this Contest, there will be three (3) regions (each, a "**Region**") as follows: (i) **Region 1**: QC; (ii) **Region 2**: NFLD, PEI, NS, NB; and (iii) **Region 3**: ON, MB, SK, AB, BC, NWT, YK, NV.

5. HOW TO ENTER:

NO PURCHASE NECESSARY. MAKING A PURCHASE WILL NOT IN ANY WAY WHATSOEVER INCREASE OR OTHERWISE IMPACT YOUR CHANCES OF WINNING IN THIS CONTEST.

To enter, visit <u>www.redbull.com/racers2wheels</u> (the "Website") and follow the on-screen instructions to play Red Bull Racers 2-Wheels (the "Game"). After playing the Game (a "Game Play") in accordance with these Rules you will automatically be presented with a score based on your performance in the Game (each a "Game Score"). After you complete a Game Play, you can decide whether you want to submit the Game Score, or whether you want to try again. Once you obtain a Game Score that you would like to submit, you must click "submit time/score" and follow the on-screen instructions to obtain and complete the Official Contest Entry Form (the "Entry Form"). Once you have fully completed the Entry Form with all required information and agreed to the Rules, follow the on-screen instructions to submit your completed Entry Form. To be eligible, your Entry Form must be submitted and received in accordance with these Rules during the Contest Period.

There is no limit to the number of Game Plays per person - BUT only your highest Game Score(s) will be considered.

IMPORTANT NOTE: JUST BECAUSE A GAME SCORE MAY APPEAR ON A CONTEST LEADERBOARD OR OTHERWISE DOES NOT MEAN THAT THE PARTICIPANT ASSOCIATED WITH THAT GAME SCORE IS OR WILL BE A WINNER. ANY OR ALL GAME SCORES MAY BE VERIFIED BY THE SPONSOR IN ITS SOLE AND ABSOLUTE DISCRETION AT ANY TIME AND FOR ANY REASON. ANY SUCH PUBLIC DISPLAY OF GAME SCORES IS FOR ENTERTAINMENT PROPOSES ONLY. ONLY THE SPONSOR CAN DEEM A PARTICIPANT TO BE A WINNER.

6. PARTICIPATION CONDITIONS:

If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that any person has attempted to use multiple names, multiple identities, multiple email addresses, any automated, macro, script, robotic or other system(s) or program(s) and/or any other means not in keeping with the Sponsor's interpretation of the letter and/or spirit of these Rules to participate in or to disrupt this Contest; then they may be disqualified from the Contest in the sole and absolute discretion of the Sponsor. Your submitted Game Score may be rejected if (in the sole and absolute discretion of the Sponsor) the Entry Form is not fully completed with all required information and submitted and received in accordance with these Rules. The Contest Parties and each of their respective officers, directors, agents, representatives, successors and assigns (collectively, the "**Released Parties**") are not responsible for (and have no liability in relation to) late, lost, misdirected, delayed, incomplete or incompatible Entry Forms, Game Scores and/or other information (all of which are/is void). Facisimiles and/or photocopies of Entry Forms will not be accepted.

7. VERIFICATION:

The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual's eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Game Play, Entry Form, Game Score and/or other information entered (or purportedly entered) for the purposes of this Contest; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with the Sponsor's interpretation of the letter and spirit of these Rules. Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor may result in disqualification in the sole and absolute discretion of the Sponsor. The sole determinant of the time for the purposes of this Contest will be the official time-keeping device(s) used by the Sponsor.

8. THE PRIZES:

There will be a total of three (3) Prizes (each, a "**Prize**") available to be won in this Contest. There will be one (1) Prize available to be won in each Region. Each Prize consists of a VIP experience at the 2024 Red Bull Grand Prix of the Americas in Austin, Texas (the "**Experience**") and includes: (i) transportation (economy class) for the confirmed winner and one (1) Guest (the "**Guest**" – subject to the Guest Requirements below) to Austin, Texas from a Canadian location near the confirmed winner's residence (as determined by Sponsor in its sole and absolute discretion); (ii) accommodation for two (2) (double occupancy) for two (2) nights in a hotel or hotels determined by Sponsor in its sole and absolute discretion; and (iii) two (2) tickets to the 2024 Red Bull Grand Prix of the Americas. <u>All travel must</u> take place between on the dates as specified by the Sponsor in its sole and absolute discretion.

Each Prize has a total approximate retail value of \$7,500 CAD based on a Vancouver, BC departure example – although the actual retail value may vary depending on the point of departure and/or other factors. Under no circumstances whatsoever will any difference between the actual and approximate retail values be awarded. Choice of transportation, accommodations (including, without limitation, room size and occupancy) and all other aspects of the Prize are at the sole and absolute discretion of the Sponsor.

Without limiting the generality of the foregoing, the following general conditions apply to each Prize: (i) Prize must be accepted as awarded and is not transferable, assignable and/or convertible to cash (except as may be specifically permitted by Sponsor in its sole and absolute discretion); (ii) no substitutions are permitted, except at Sponsor's option; (iii) participation in the Prize must occur within and/or on or before the date or dates specified by the Sponsor (otherwise the Prize may, in the sole and absolute discretion of the Sponsor, be forfeited in its entirety and, if forfeited, nothing will be substituted in its place); (iv) the confirmed winner and their Guest must have all necessary documentation (including, but not limited to, a valid passport if required) to permit participation in the Prize and must participate on the same itinerary as set by or on behalf of the Sponsor; (v) the costs of everything not specifically and expressly stated above as included in the Prize are the sole and absolute responsibility of the confirmed winner and their Guest, including, without limitation: meals and drinks: gratuities: entertainment: health and travel insurance: transportation for confirmed winner and their Guest to and from the Canadian departure location selected by the Sponsor; additional transportation; baggage and other fees; and items of a personal nature (NOTE: confirmed winner and/or their Guest may be required to present a valid major credit card in their name at the time of hotel check-in to cover any incidental expenses); (vi) if the confirmed winner and/or their Guest do not utilize any part(s) of the Prize, then any such part(s) not utilized may, in the sole and absolute discretion of the Sponsor, be forfeited in their entirety and, if forfeited, nothing will be substituted in their place; (vii) Sponsor reserves the right at any time to: (a) place reasonable restrictions on the availability or use of the Prize or any component thereof; and (b) substitute the Prize or a component thereof for any reason with a prize or prize component(s) of equal or greater retail value, including, without limitation, but solely at the Sponsor's sole discretion, a cash award; (viii) all arrangements relating to the Prize must be made through the Sponsor or its designated agents; and (ix) by accepting the Prize, the confirmed winner agrees to waive all recourse against the Sponsor and all of the other Released Parties if the Prize or a component thereof does not prove satisfactory, either in whole or in part.

Guest Requirements: The confirmed winner's Guest must: (a) be of the legal age of majority in their jurisdiction of residence; and (b) sign and return the Sponsor's release (by the date indicated on the release form) indicating that they waive all recourse against the Sponsor and all of the other Released Parties relating to their participation in the Prize (including, without limitation, any travel related thereto).

It is strongly recommended and encouraged that the confirmed winner and their Guest obtain sufficient personal travel and medical insurance prior to departure. Transportation is subject to availability, blackout periods, government restrictions and regulations, or other transportation restrictions and regulations.

The Sponsor and the other Released Parties will not be responsible in the event the Prize or any portion thereof (including, but not limited to, the Experience) is delayed, cancelled, postponed or rescheduled for any reason whatsoever, including without limitation, by reason of COVID-19.

IMPORTANT NOTE RE: COVID-19: In order to participate in the Prize, the confirmed winner and their Guest will be required to strictly follow all then current COVID-19 protocols (including, but not limited to, correctly wearing a proper mask, hand sanitization, negative testing, proof of full COVID-19 vaccination status and social distancing). Failure of the confirmed winner and/or their Guest to comply with these requirements will result in the inability to participate in the Prize (and will therefore result in forfeiture of the Prize in the sole and absolute discretion of the Sponsor).

Neither the confirmed winner nor their Guest nor any other person or entity will be compensated in the event of such delay, cancellation or other event contemplated herein. The Sponsor will not replace any lost or stolen tickets. Changes to transportation, accommodations and or passenger names are not accepted once bookings have been confirmed.

None of the Released Parties makes any representation or offers any warranty, express or implied, as to the quality or fitness of any Prize awarded in connection with the Contest. To the fullest extent permitted by applicable law, each confirmed winner (and, as applicable, their Guest) understands and acknowledges that they may not seek reimbursement or pursue any legal or equitable remedy from either the Sponsor or any of the other Released Parties should their Prize fail to be fit for its purpose or is in any way unsatisfactory.

9. ELIGIBLE WINNER SELECTION PROCESSES:

On September 11, 2023 (the "Selection Date") in Toronto, ON at approximately 12:00 p.m. ET, one (1) eligible winner per Region will be selected based on the top ranked Game Scores from among all eligible Game Scores captured in each Region in accordance with these Rules. The eligible entrant associated with the top Game Score in each Region will be eligible to win the Prize for that Region (subject to compliance with these Rules). The odds of winning depend on the number and calibre of eligible participants in each Region. In the event of a tie for a particular Prize based on Game Score in a Region, a random draw will be conducted by the Sponsor from among those that are tied to determine the eligible winner for the Prize in the applicable Region.

There is a limit of one (1) Prize per person.

10. ELIGIBLE WINNER NOTIFICATION PROCESS:

The Sponsor or its designated representative will make a maximum of two (2) attempts to contact each eligible winner within five (5) days of the Selection Date. If an eligible winner cannot as outlined above, or if there is a return of any notification as undeliverable; then they may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the applicable Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to select an alternate eligible participant from among the remaining eligible Game Scores in the applicable Region in accordance with these Rules (in which case the foregoing provisions of this section shall apply to such newly selected eligible winner).

11. ELIGIBLE WINNER CONFIRMATION PROCESS:

NO ONE IS A WINNER UNLESS AND UNTIL THE SPONSOR OFFICIALLY CONFIRMS THEM AS A WINNER IN ACCORDANCE WITH THESE RULES. BEFORE BEING DECLARED AS THE CONFIRMED PRIZE WINNER, each eligible winner will be required to: (a) correctly answer a mathematical skill-testing question without mechanical or other aid (which may, in the sole and absolute discretion of the Sponsor, be administered online, by email or other electronic means, by telephone, or in the Sponsor's form of declaration and release); and (b) sign and return within five (5) business days of notification the Sponsor's declaration and release form, which (among other things): (i) confirms compliance with these Rules; (ii) acknowledges acceptance of the applicable Prize (as awarded); (iii) releases the Sponsor and all of the other Released Parties from any and all liability in connection with this Contest, their participation therein and/or the awarding and use/misuse of the applicable Prize or any portion thereof; and (iv) agrees to the publication, reproduction and/or other use of their name, city and province/territory of residence, voice, statements about the Contest and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner or medium whatsoever, including print, broadcast or the internet. If an eligible winner: (a) fails to correctly answer the skill-testing question; (b) fails to return the properly executed Contest documents within the specified time; (c) cannot accept (or is unwilling to accept) the applicable Prize (as awarded) for any reason; and/or (d) is determined to be in violation of these Rules (all as determined by the Sponsor in its sole and absolute discretion); then they may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the applicable Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to select an alternate eligible participant from among the remaining eligible Game Scores in the applicable Region in accordance with these Rules (in which case the foregoing provisions of this section shall apply to such newly selected eligible winner).

12. GENERAL CONDITIONS:

This Contest is subject to all applicable federal, provincial and municipal laws. The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all participants without right of appeal.

ANYONE DEEMED BY THE SPONSOR TO BE IN VIOLATION OF THE SPONSOR'S INTERPRETATION OF THE LETTER AND/OR SPIRIT OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR AT ANY TIME.

The Sponsor and the other Released Parties will not be liable for: (i) any failure of any website or any platform during the Contest; (ii) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any Game Play, Game Score and/or other information to be received, captured or recorded (or to otherwise work properly) for any reason whatsoever, including, but not limited to, technical problems or traffic congestion on the Internet or at any website; (iv) any injury or damage to an participant's or any other person's computer or other device related to or resulting from participating in the Contest; (v) anyone being incorrectly and/or mistakenly identified as a winner or eligible winner; and/or (vi) any combination of the above.

The Sponsor reserves the right, subject only to the approval of the Régie des alcools, des courses et des jeux (the "**Régie**") in Quebec, to cancel, withdraw, amend or suspend this Contest (or to amend these Rules) in any way, in the event of any cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Contest as contemplated by these Rules, including, without limitation, any error, problem, computer virus, bugs, tampering, unauthorized intervention, fraud or failure of any kind whatsoever. Any attempt to undermine the legitimate operation of this Contest in any way (as determined by Sponsor in its sole and absolute discretion) may be a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law.

The Sponsor reserves the right, subject only to the approval of the Régie in Quebec, to cancel, amend or suspend this Contest, or to amend these Rules, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever. Without limiting the generality of the forgoing, the Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable law.

By entering this Contest, each participant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using any personal information submitted for the purpose of administering the Contest and in accordance with Sponsor's privacy policy (available at: https://policies.redbull.com/policies/RedBull.com_Canada/201710130824/en_CA/privacy.html). This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of their personal information.

The Sponsor reserves the right, subject only to the approval of the Régie in Quebec, to adjust any of the dates, timeframes and/or other Contest mechanics stipulated in these Rules, to the extent deemed necessary by the Sponsor, for purposes of verifying compliance by any participant, Game Play, Game Score or other information with these Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules, or for any other reason.

For Quebec Residents: Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the board only for the purpose of helping the parties reach a settlement.

In the event of any discrepancy or inconsistency between the terms and conditions of these English Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to, the French version of these Rules and/or any instructions or interpretations of these Rules given by any representative of the Sponsor, the terms and conditions of these English Rules shall prevail, govern and control to the fullest extent permitted by law.

The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Rules shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules or the rights and obligations of participants, Sponsor or any of the other the Released Parties in connection with the Contest will be governed by and construed in accordance with the domestic laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws. The parties hereby consent to the exclusive jurisdiction and venue of the courts located in Ontario in any action to enforce (or otherwise relating to) these Rules or relating to this Contest.