RED BULL CLIFF DIVING INSTAGRAM COMPETITION TERMS & CONDITIONS (THE "COMPETITION")

The Competition is run by Red Bull Company Limited whose registered address is 155 – 171 Tooley Street, London, SE1 2JP ("Red Bull"). The Competition, and all use of Red Bull's website <u>www.redbull.co.uk</u> (the "Website"), is governed by these Terms & Conditions. By entering the Competition, you agree to these terms and conditions.

1 How to Enter

1.1 Entrants should read the instructions hosted on the Telegraph.co.uk to find out how to play the Instagram hunt. They will be prompted to visit a variety of Instagram feeds, in order to unlock a special image. Entrants must take a screengrab of the image, and then tweet that image with the correct hashtag to @telegraph.

1.2 All correct images with the correct hashtag will be entered into a prize draw to win a pair of VIP tickets to the Cliff Diving World Series UK event, taking place from $7^{\text{th}}-9^{\text{th}}$ September in Wales.

2 When to Enter and Who can Enter

2.1 The Instagram competition will be open for entry from 20.08.12 – 26.08.12.

2.2 Entrants can only enter the Competition once.

2.3 The Competition is only open to UK or ROI residents aged 16 or over, excluding employees and agents of Red Bull and anyone professionally connected with the administration of the Competition.

3 Prizes

3.1 The winner of the Instagram Competition will win 2 VIP tickets to the Red Bull Cliff Diving World Series in Wales, including travel and accommodation, which will be organised by Holler or Red Bull directly with the winner.3.2 The Prizes are as stated and they cannot be sold or exchanged for cash, goods or services. Unless specifically agreed in writing by Red Bull, the Prize is not transferable and must be taken by the winner in person. If any Prizes are resold, Red Bull reserves the right to cancel the tickets concerned.

3.3 Any Prizes that are mistakenly credited to you remain Red Bull's property, which you must return.

4 Data Protection and Publicity

4.1 You consent to your surname and town of residence being disclosed if you win any Prizes under the Competition.

4.2 By submitting you name and challenge to the Competition, you consent to Red Bull publishing this information on the internet and in other media. 4.3 Any personal data relating to participants will be used solely in accordance with current UK data protection legislation. By entering the Competition, you agree that Red Bull and/or Red Bull's ticketing partner may contact you in relation to the Competition. Please see Red Bull's privacy policy on <u>www.redbull.co.uk</u> for further details. Data relating to all participants will be retained by Red Bull for a reasonable period after the Competition closes to assist Red Bull in running the Competition fairly and to deal with any gueries regarding the Competition and/or Prizes.

4.4 Competition winners will be contacted either by email or by telephone.You must provide accurate contact details on registration. On being contacted, winners may be asked to provide evidence of their age.

4.5 Red Bull reserves the right to use the voice, image, photograph, name and likeness of the winners for publicity and in advertising, marketing or promotional material without additional compensation or prior notice to the winners. In entering the Competition, all participants consent to such use of their voice, image, photograph, name and likeness.

5 Competition Rules

5.1 The Competition will be run and Prizes will be awarded at Red Bull's sole discretion. Red Bull's decision is final and no correspondence will be entered into.

5.2 We reserve the right to suspend or terminate your access to Red Bull's website and services, and to refuse entry into the Competition.

5.3 We reserve the right to change the Competition rules and these Terms and Conditions from time to time. If we do so, we will always have the most up to date terms and conditions on the Website and in the case of a discrepancy between these terms and conditions and those on the Website, the Website terms and conditions will apply. Your continued use of the Website will constitute your acceptance of the new rules and/or Terms and Conditions. 5.4 All intellectual property rights in the images and materials on the Website, app and used in the services provided by Red Bull vest in Red Bull and no person may make any use of them without Red Bull's express permission.

6 Liability and Indemnities

6.1 Except in the case of death or personal injury arising from its negligence, or in respect of fraud, and so far as is permitted by law, Red Bull and its associated companies and agents and distributors exclude responsibility and all liabilities, whether direct or indirect, arising from:

- (a) any postponement or cancellation of the Competition;
- (b) any changes to, supply of (including, without limitation, prizes which do not reach the intended recipient) or use of the Prize; and
- (c) any act or default of any supplier, which are beyond Red Bull's reasonable control.

6.2 Red Bull does not accept responsibility for any liability arising from technical incompatibility, problems relating to the internet, or technical difficulties of any kind.

6.3 Red Bull shall not be liable, whether in tort, contract, misrepresentation or otherwise for loss of profits, loss of anticipated savings, loss of goods, loss of use, loss or corruption of data or information, or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.6.4 You agree to indemnify Red Bull against all liabilities, claims and expenses that may arise from any breach of your agreement with Red Bull.

6.5 This promotion is in no way sponsored, endorsed or administered by or associated with Facebook. You are providing your information to Red Bull and not to Facebook. The information you provide will only be used to contact you if you are a winner.

7 Jurisdiction

7.1 The Competition and these Terms and Conditions are governed by English Law. England & Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms and Conditions.