

Ticket and Hospitality Terms and Conditions – Red Bull Flugtag 2010:

These terms and conditions together with the attached application form (collectively the "**T&Cs**") govern the purchase of tickets ("**Tickets**") by the nominated purchaser of the Tickets (the "**Purchaser**") to a hospitality boat (the "**Event Boat**"), which will observe the Red Bull Flugtag 2010 (the "**Event**"). The Tickets are being sold by Red Bull Australia Pty Ltd ("**Red Bull**").

Before finalising the purchase of the Tickets, the Purchaser ensures and hereby warrants that they have read, understood and agreed to these T&Cs.

1 General:

- 1.1 All ticket sales are final.
- 1.2 In accepting the Tickets and boarding the Event Boat, the Purchaser (and, where applicable, their guests and invitees ("**Guests**")) agrees to be bound by these T&Cs.
- 1.3 The Purchaser shall be responsible for notifying each of their Guests of the requirements and obligations detailed under these T&Cs, and the Purchaser shall procure the full compliance of its Guests with these T&Cs.
- 1.4 The Purchaser acknowledges that all minors (being persons under the age of eighteen years) must be accompanied by a parent or guardian to be admitted to (and remain on) the Event Boat.
- 1.5 No refunds or exchanges shall be made for a Purchaser except as provided in the Live Performance Australia Code of Practice for the Ticketing of Live Entertainment in Australia (the "**LPA Code**"). Without in any way limiting to this provision, no refunds or exchanges shall be provided in instance of bad weather or rain.
- 1.6 The provision of the Tickets and admission and attendance of the Purchaser and their Guests on the Event Boat shall be at all times subject to the Purchaser and their Guests' compliance with these T&Cs.
- 1.7 Should the Purchaser (and/or their Guests) fail at any time to comply with these T&Cs, Red Bull may terminate the Purchaser (and/or their Guest's) entitlements under these T&Cs (including cancelling the relevant Tickets and refusing admission to the Purchaser and/or their Guest's or removing them from the Event Boat), in which case the Purchaser and/or their Guests (as applicable) shall have no right to any refund from Red Bull and Red Bull shall have no liability whatsoever to the Purchaser or the Guest as a result.
- 1.8 The Purchaser acknowledges and accepts that access to the Event Boat is strictly limited to the relevant dates and times of the Event as indicated by Red Bull. For the avoidance of doubt, access to the Event Boat will be restricted to persons having the express right to access such locations, and bearing evidence of such right (being valid Tickets).
- 1.9 Red Bull expressly reserves the right to substitute or amend the conditions or entitlements attached to a Ticket (including without limitation any goods or services initially indicated to the Purchaser) if such amendment is required:
 - (i) in order to comply with local applicable laws and/or regulations in force during the Event;
or
 - (ii) due to security, logistical or force majeure constraints or other reasons in connection with the staging of the Event, in which case, Red Bull shall use all reasonable efforts to provide the Purchaser with (in Red Bull's opinion) an equivalent (as close as possible) package to the Ticket purchased by the Purchaser.
- 1.10 In the case of any inconsistency between the provisions of these T&Cs and the LPA Code, the provisions of these T&Cs shall prevail.
- 1.11 The Purchaser warrants that any information and/or personal details it supplies to Red Bull under these T&Cs, in relation to the Tickets and/or the Event Boat shall be complete and accurate.

2 Tickets:

- 2.1 The right of admission is expressly reserved by Red Bull.
- 2.2 Only Tickets purchased from Red Bull and its authorised ticketing agency shall be valid. Red Bull shall be entitled to declare any Tickets sold to third parties or otherwise dealt with in breach of clause 2.4 below void.
- 2.3 Tickets that are damaged, defaced or unreadable may not be accepted and the Purchaser acknowledges and accepts that Red Bull shall have no obligation to replace or reimburse the Purchaser in respect of any lost, stolen, damaged, destroyed or defaced Tickets.

- 2.4 The Purchaser (and/or their representatives) shall not be entitled to sell, trade, exchange or make available to any other person the Tickets.
- 2.5 Red Bull reserves the right not to admit to the Event Boat any Purchasers and/or their Guests who arrive late to any designated pick up point.

3 Payment:

- 3.1 Payment of all sums due in relation to the Tickets shall be paid immediately by the Purchaser to Red Bull in Australian dollars by the methods and to the account specified by Red Bull, or its agents.
- 3.2 Tickets will not be issued to a Purchaser until full payment is received by Red Bull.
- 3.3 All amounts are exclusive of taxes, duties and charges imposed or levied in connection with the supply of the Tickets (including, but not limited to, Goods and Services Tax) and shall be payable by the Purchaser.
- 3.4 The Purchaser acknowledges and accepts that not all credit cards will be accepted by Red Bull, and that any payment made by credit card may be subject to a handling fee.

4 Hospitality:

- 4.1 The Purchaser acknowledges that, pursuant to licensing laws the following shall apply as a condition of attendance at the Event on the Event Boat:
- (i) Standard Responsible Service of Alcohol practice and rules shall apply;
 - (ii) No alcohol is to be removed from the Event Boat;
 - (iii) Intoxicated persons and persons under the age of eighteen (18) years (or without official identification confirming their age to Red Bull's satisfaction) will be refused service, and will not be provided with liquor.

5 Sponsorship and Marketing:

- 5.1 The purchase and/or possession of Tickets shall in **no way** grant the Purchaser and/or their Guests or any other ticket holder any marketing, promotional, or sponsorship rights in relation to the Event, the Event Boat, Red Bull or Red Bull's associated intellectual property and goodwill.
- 5.2 The Purchaser warrants that they (and, where relevant, their Guests) shall not represent or hold themselves or any other third party out as sponsors, affiliates or representatives of the Event, the Event Boat or Red Bull, or otherwise associate themselves or any third party with the Event, the Event Boat or Red Bull in any manner, including, inter alia, by engaging in the following **strictly prohibited** activities:
- (i) using or advertising the Tickets for marketing, advertising or promotional purposes (including as a prize or gift);
 - (ii) conducting any promotional, advertising or marketing activity in connection with the Event, the Event Boat or Red Bull;
 - (iii) possessing, selling or issuing commercial items or products;
 - (iv) endorsing or promoting themselves, any third party, or any trade or business on the Event Boat and/or at the Event; and/or
 - (v) wearing, communicating or distributing any material bearing a corporate or business name, slogan, trade mark, information or logo.

6 Conditions of Entry and Conduct:

- 6.1 The Purchaser warrants that they (and, where relevant, their Guests) shall at all times comply with the directions, requests and instructions of Red Bull or Event Boat representatives, and the relevant authorities in attendance on the Event Boat and/or at the Event (including, inter alia, any police, ambulance, first aid or fire services present at the Event).
- 6.2 The Purchaser further acknowledges and agrees that they (and, where relevant, their Guests) will comply with all rules and safety requirements in place at the Event and on the Event Boat and acknowledges that any ticketholders who are guilty of misconduct, or disruptive, aggressive, or disorderly behaviour or otherwise adversely impact or threaten the comfort, safety or enjoyment of other ticketholders in Red Bull's sole opinion (including by being inappropriately dressed, under

the influence of alcohol, drugs or other substances) may be refused admission to, or removed from, the Event Boat or the Event. If the Purchaser (and, where relevant, their Guests) are removed or refused entry in such circumstances, they shall not be entitled to any refund, and Red Bull shall have no liability to the Purchaser (and, where relevant, their Guests).

- 6.3 It is a condition of entry to the Event Boat that all ticketholders (including the Purchaser and their Guests) expressly authorise Red Bull to use without restriction their personal images recorded in connection with the Event for an indefinite period throughout the world, for no further fee or payment, for any purpose (including without limitation for television/video productions and magazine publication) by any method or any medium now known or developed in the future and to the extent permitted by law, they consent to any of Red Bull's, its licensees or assigns', acts or omissions which would, but for these T&Cs, infringe their moral rights which may arise in connection with their participation in the Event or attendance on the Event Boat. They acknowledge that such photographs and electronic images are owned by Red Bull and may be used for promotional or other purposes without their further consent being obtained;

7 Cancellation and Rescheduling of the Event:

- 7.1 Red Bull reserves the right to modify the time, date and location of the Event and the Event Boat without notice to the Purchaser should unforeseen circumstances arise (including, inter alia, any "force majeure" event).
- 7.2 If the Event is rescheduled, Red Bull will employ its best efforts to provide equivalent tickets at the rescheduled Event. If Red Bull is unable to reschedule the Event or provide materially the same Tickets, then the Purchaser may cancel its booking and claim a refund (provided that Red Bull shall be entitled to retain any booking/administrative costs incurred).

8 Risk and Liability:

- 8.1 Purchasers (and, where relevant, their Guests) attend the Event and board the Event Boat at their own risk and are responsible for their own safety and property and for all damage and/or loss caused by themselves, their Guests and any other persons under the control of the Purchaser.
- 8.2 To the maximum extent permitted at law, Red Bull shall not be liable to the Purchaser (and, where relevant, their Guests) by reason of any representation, or any implied warrant, condition or other term, or any duty at common law, or under these T&Cs for any consequential loss/damage, any loss of profit, loss of business, loss of future business, loss of enjoyment, of costs, expenses or other claims for consequential compensation (whether caused by Red Bull, its representatives, agents, or employees or otherwise) which arise out of or in relation to the supply, use and/or sale of the Tickets.
- 8.3 Red Bull's entire liability to the Purchaser (and, where relevant, their Guests) shall under no circumstances exceed the cost of the Tickets.

9 General:

- 9.1 Red Bull may at any time vary these T&Cs by providing the Purchaser with 7 days written notice or updating the online version of these T&Cs. The use by the Purchaser of the Ticket will be deemed acceptance of such variation.
- 9.2 If any provision of these T&Cs are declared invalid or unenforceable by any court or authority of competent jurisdiction, all other provisions of these T&Cs shall remain in full force and effect and shall not in any way be impaired.
- 9.3 Red Bull may at any time assign or transfer all or any of its rights and obligations under these T&Cs to another party. In this event, the Purchaser consents that Red Bull may disclose the Purchaser's contact details and personal information (within the meaning of the *Privacy Act 1988* (Cth)) to that party who may use that information for the purpose of these T&Cs and the purpose of informing the Purchaser about that party's business. For information about the storage and use by Red Bull of your personal information, please contact the Red Bull Privacy Officer via facsimile on 02 9023 2900 or at 2 Huntley Street, Alexandria, NSW 2015 or via www.redbull.com.au.
- 9.4 These T&Cs contain the whole of the agreement between the parties, and all warranties whether expressed or implied which are not contained in these T&Cs are specifically excluded from it to the maximum extent permitted by law.
- 9.5 These T&Cs are governed by the laws of the State of New South Wales, Australia and the parties submit to the jurisdiction of that state.