

RED BULL AUSTRALIA PTY LTD

“RED BULL FLUGTAG 2010”



TERMS AND CONDITIONS

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions. The Promoter reserves the right to amend these Terms and Conditions at any time without prior notice.
2. Entry is only open to Australian residents aged 16 years or over. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter.

Application Phase:

3. To be eligible enter, individuals must firstly obtain an application kit from the Promoter by logging onto www.redbull.com.au.
4. Promotion opens 9/5/10. Applications close at 5.00pm EST on 28/07/10 (“the Application Period”).
5. To submit an entry, the individual must: (i) sketch the design of their proposed flying machine on the sketch sheet provided in their application kit; (ii) fully complete the official application form including their name and age, and the names and ages of up to three (3) other people who will form the team (the “Team”); and (iii) send their application to ‘Red Bull Flugtag’, 2 Huntley St, Alexandria, NSW, 2015, so that it is received during the Application Period.
6. The Promoter recommends that the entrants consider the design specifications when formulating their designs. Only individuals who are officially listed on the application form as part of the Team will be eligible to participate in the Red Bull Flugtag Event (“the Event”), if selected as a Finalist (see condition 9 for details). Entrants who submit an application must obtain the prior approval of each Team member, prior to doing so.
7. Incomplete, indecipherable, or illegible entries will be deemed invalid. Only one (1) entry permitted per person. Only entries completed on the official sketch sheet and official application form will be accepted.
8. All entries received in the Application Phase will be judged based on detail, creativity and flying potential of the individual’s proposed flying machine. The judges reserve the right to select additional reserve entries, which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant. The Promoter’s decision in deciding all entries shall be final.
9. The best forty (40) valid entries in the Application Phase, as determined by the judges in their absolute discretion, will be declared Finalists and will be eligible to participate in the Building Phase.

Building Phase

10. The forty (40) Finalists will be required to build their proposed flying machine, and fly it in the Event to be held at The Royal Botanic Gardens, Sydney on 7/11/10.
11. All flying machines and their pilots must arrive on 6/11/10, at the time specified by the Promoter, at a designated point, which will be advised prior to the Event. From 10am – 7pm the Promoter’s scrutineers will check all aircraft for their airworthiness and compliance with all specifications. All costs associated with participating in the Building Phase (including, but not limited to, the materials required to build the flying machine, accommodation, and transport from the event in Sydney) will be the responsibility of the individual Teams.
12. Teams may be sponsored provided that:-
 - (a) the Promoter must be advised of the identity of the sponsors prior to the Event;
 - (b) only the flying machines can carry the sponsor’s logos, in the form and size provided by the Promoter; and
 - (c) the Promoter reserves the right to deny the sponsorship for any reason whatsoever.

13. All flying machines must comply with the following specifications and also pass the Promoter's safety inspection:
- (a) All flying machines must be human powered. No auxiliary lifting devices, power sources, or stored energy (e.g. elastic, batteries, clockwork springs, rocket fuel etc) can be used.
Modified aircraft – e.g. paragliders, hang-gliders, jet-fighter planes, helicopters, light aircraft, commercial jets etc – are not permitted;
 - (b) The wingspan of all flying machines must be less than 8m;
 - (c) The wheelbase of all flying machines can be no more than 4m wide;
 - (d) The maximum airframe weight is 180kg;
 - (e) All flying machines must have some kind of buoyancy device on all major parts of the plane to avoid them submerging on landing;
 - (f) The aircrafts may only be built from environmentally friendly, safe materials; and
 - (g) If Teams are sponsored, the sponsor's logos must be restricted to one square on each side of the flying machine no larger than 40cm x 40cm
 - (h) The use of supporting metal parts is not permitted
14. Only flying machines that pass the Promoter's safety inspection will be permitted to participate in the Event. The Promoter accepts no responsibility for the failure of a flying machine to pass the Promoter's safety inspection and by passing a machine in the safety inspection the Promoter is not warranting or representing the safety or appropriateness of the flying machine. The Promoter's decision is final and no correspondence will be entered into.

Event Phase:

15. Members of Teams whose flying machines pass the safety inspection will be permitted to participate in the Event ("Participants"). Teams may have no more than 4 Participants including the pilot. Only Team members listed in the official application form will be permitted to participate in the Event (ie. 1 x pilot and 3 x crew). All Participants must be over 16 (Participants older than 16 but younger than 18 must have the written consent of their parents/guardians in the form required by the Promoter).
16. Members of Teams will follow all safety instructions of the Promoter and wear any safety equipment required (i.e. helmets and life jackets) by the Promoter.
17. Participants acknowledge that the Event is a dangerous activity that may result in injury or death, and participate at their own risk. Participants must: (i) attend, undergo and pass any appropriate training, briefings, required medical tests and other requirements of the Promoter and Event organisers as determined by them in their absolute discretion; (ii) not have any heart condition or history thereof, or other medical conditions that would make it dangerous to participate in the Event; (iii) not be under the influence of drugs or alcohol; (iii) comply with all directions of the Promoter and Event organisers at all times; (iv) wear all safety and other equipment required; (v) not physically attach themselves to their flying machines; (vi) only launch their flying machines from the specified runway in accordance with the Promoter's or Event organisers' directions; and (vii) must be able to swim unassisted a distance of 100m.
18. The Promoter and Event organisers, in their absolute discretion, at all times reserve the right to: (a) prevent any Participant from participating in the Event if, at any time, they reasonably believe that the Participant poses a safety risk or for any other reason, including but not limited to, acting in a manner which is likely to bring the Promoter and/or the Event organisers into disrepute, or is likely to cause harm to participants, the Promoter's or Event organiser's employees, contractors or volunteers, or any other third party; and (b) cancel the Event if the conditions are deemed dangerous or in any other way unsuitable. If the Event is varied for any reason beyond the control of the Promoter it may not be rescheduled and no compensation will be offered.
19. If any ballast or parts of the flying machine are jettisoned and/or fall off during the Event, the Finalist may be disqualified, in the absolute discretion of the Promoter. The Finalists are responsible for the safe keeping and transport to and removal of their fly machine from the Event. The Promoter accepts no responsibility for the recovery of any part of the flying machine. Therefore Participants should not use anything they are not prepared to lose.
20. On the Event day, all Finalists who are permitted to participate in the Event will be judged on the basis of the following criteria, in the absolute discretion of the judges: (i) creativity of their flying machine (maximum of 10 points); (ii) performance of their flying machine and team (maximum of 10 points); and (iii) distance travelled (1 point for every metre flown).

21. Prizes include the following:
- (a) The Finalist that receives the highest number of points across all three criteria, will win their choice of one of the following two options: (i) One prize of a trip for all 4 Team members to Melbourne Australia where they will watch the 2011 Formula 1 Australian Grand Prix ("F1GP"). Prize includes return economy flights from the winners' closest capital city (if required), 2 nights accommodation in Melbourne for the Team on 26 and 27 March 2011, 4 x 2 day (Saturday and Sunday) Grandstand Tickets to the 2011 F1GP, an exclusive Red Bull Racing Garage Tour for the Team and 4 x Red Bull Racing Merchandise Packs. Prize includes airport transfers in Melbourne (if required), taxes, insurance and transport to and from the departure point. Additional transfers and all other ancillary costs are the responsibility of the winners. Prizes must be taken on the dates specified and is subject to booking and flight availability. Prize is valued at up to \$17,600, depending upon point of departure; OR (ii) an aeroplane or helicopter pilot course for the winning pilot in the Team (i.e. the one person flying the machine) to the value of \$15,000. Course to be determined by the Promoter in its absolute discretion and can be taken in each capital city;
 - (b) The Finalist that receives the second highest number of points across all three criteria will win a weekend trip to the Gold Coast for the Team including an Accelerated Freefall Sky Dive course. Prize includes flights from the winner's closest capital city (if winners are travelling from interstate) and accommodation (number of nights to be determined by the Promoter). If the Finalist is from WA, the Promoter will award a prize of equivalent standard in WA as determined by the Promoter in its absolute discretion, in place of the trip to Gold Coast to attend the Freefall Sky Dive course. Prize must be taken on date to be determined by the Promoter in its absolute discretion. All ancillary costs associated with redeeming the prize (including but not limited to meals, transport to and from the departure point) will be the responsibility of winners. Prize is valued at up to \$7,500, depending upon point of departure.
 - (c) The Finalist that receives the third highest number of points across all three criteria, will win a Tandem Sky Dive for each Team member at Sydney Sky Diving Centre valued at \$6,000. Prize includes same day return flights from the winner's closest capital city (if winners are travelling from interstate). If the Finalist is from WA, the Promoter will award a prize of equivalent standard in WA as determined by the Promoter in its absolute discretion, in place of the Tandem Sky Dive for each Team member at the Sydney Sky Diving Centre. All ancillary costs associated with redeeming the prize (including but not limited to meals, transport to and from the departure point) will be the responsibility of winners. Prizes must be redeemed on a date determined by the Promoter in its absolute discretion, and is subject to booking and flight availability.
22. Tied Result for the above prizes specified in condition 21: In the event of a tie, where one or more of the Finalists receive equal (first, second or third) highest number of points, the Promoter will consider the scores achieved by the tied Finalist in the following two (2) criteria: (i) creativity; and (ii) performance. The tied Finalist with the highest score calculated from the above two categories will be declared the winner. In the event that they are still tied entrants, then the remaining tied Finalists with the highest score in the 'distance' criterion will be declared the winner. In the event that there are still tied entrants, the Promoter in its absolute discretion will determine the winner.
23. The Finalist that receives the highest number of points in the distance category and the Finalist that receives the highest number of points in the creative category will each win the prize of one (1) flight in the Red Bull Stunt Plane over Sydney for each team member - worth \$1,500. If the Finalist is from WA, the Promoter will award a prize of equivalent standard in WA as determined by the Promoter in its absolute discretion, in place of the Red Bull Stunt Plane over Sydney. All ancillary costs associated with redeeming the prize (including but not limited to meals, transport to and from the location of the stunt plane) will be the responsibility of winners.
24. Tied results for the above prizes specified in condition 21: In the event of a tie, where one or more of the Finalists receive an equal highest number of points for the distance category prize, the Promoter will consider the scores achieved by the tied Finalist in the following two (2) criteria: (i) creativity; and (ii) performance. The tied Finalist with the highest score calculated from the above two categories will be declared the winner. In the event that they are still tied entrants, the Promoter in its absolute discretion will determine the winner. In the event of a tie, where one or more of the Finalists receive equal highest number of points for the creative category prize, the Promoter will consider the scores achieved by the tied Finalist in the following two (2) criteria: (i) distance; and (ii) performance. The tied Finalist with the highest score calculated from the above two categories will be declared the winner. In the event that there are still tied entrants, the Promoter in its absolute discretion will determine the winner.

General

25. In the event that a winner of a prize is under the age of 18 years, the prize will only be awarded to the winner if the winner provides written and signed consent in the form required by the Promoter from their parent/guardian, permitting them to participate in the prize. This consent is in addition to the waiver of liability and indemnity that is required to be signed by the winner's parent/guardian.
26. This is a game of skill and chance plays no part in determining the Finalists or eventual winners. The Promoter's decision in relation to all matters pertaining to this promotion is final and no correspondence will be entered into.
27. If for any reason a winner does not take an element of the prize at the time stipulated by the Promoter, then the prize or that element of the prize will be forfeited.
28. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
29. All entries/applications (including sketches/drawings) submitted become the property of the Promoter. Applications will not be returned to any entrant. As a condition of entering into this promotion, each entrant agrees to assign all of their rights, title and interest (including copyright) in and to their sketch/drawing to the Promoter, or its nominee. Each entrant warrants to the Promoter that each sketch/drawing submitted is an original artistic work of the entrant which does not infringe the rights of any third party. The entrant agrees to indemnify the Promoter against all claims and costs by third parties arising from a breach of the warranty as set out in this condition. Entrants consent to any use of their entry which may otherwise infringe their moral rights pursuant to the Copyright Act 1968 (Cth).
30. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including, but not limited to, prize suppliers. By entering the promotion, unless otherwise advised by the entrant, each entrant consents to the information they submit with their entry being entered into a database and the Promoter may use this information (including the use of sketches/drawings at the Promoter's discretion) in any media for future promotional, marketing and publicity purposes, without restriction, and without any further reference or payment or other compensation to the entrant. All personal details of the entrants will be stored at the office of the Promoter. A request to access, update or correct any information should be directed to that office.
31. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is in breach or not in accordance with these Terms and Conditions or who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
32. It is a condition of entry that each Team member agrees to their image, and/or voice, as recorded, photographed or filmed during the promotion (including but not limited to as part of the Event), may be broadcast or published by the Promoter worldwide in any media, including but not limited to, television, radio, internet, newspapers, magazines, or any other advertising or marketing in connection with this promotion and/or any future event, and the Team members will not be entitled to any fee for such use. Team members consent to any use of the above created materials in a way which may otherwise infringe their moral rights pursuant to the Copyright Act 1968 (Cth).
33. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
34. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
35. Without in any way limiting any other provision in these Terms and Conditions, and except for any liability that cannot be excluded by law, the Promoter and Event organisers (including their respective officers, employees and agents) exclude all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Promotion, including, but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) if the Event is cancelled for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by a winner or entrant; (g) participation in the Event; or (h) use of, or participation in the prize.
36. As a condition of entering or participating in the Event or taking a prize, the individual must sign any legal documentation as and in the form required by the Promoter / Prize Supplier / Event organisers in their absolute discretion including but not limited to a legal and talent release and indemnity form and associated consents/releases. If the individual is under 18 years of age, his or her parent or guardian must sign any legal documentation required by the Promoter on his or her behalf including, but not limited to, a Minor's Consent Form.
37. These terms and conditions will be governed by and construed according to the laws of New South Wales and references to times are references to the time in Sydney, Australia.(EST)
38. The Promoter is Red Bull Australia Pty Ltd (ABN 67 085 840 259) of 2 Huntley St, Alexandria, NSW, 2015