

GENERAL TERMS AND CONDITIONS OF RED+

These General Terms and Conditions (hereinafter "GTC") govern the contractual relationship between Ringier Sports AG, Zurich (hereinafter "Ringier Sports"), as operator of the streaming and OTT platform "RED+" (hereinafter "RED+") and the users of RED+ (hereinafter the "users" and individually the "user").

Ringier Sports offers users the opportunity to purchase streaming offers (subscriptions or individual products) on RED+.

1. Scope of application of the GTC

By using the RED+ service and/or purchasing subscriptions and/or individual products (hereinafter "products"), the user confirms that he has read, understood and accepts the GTC.

2. Use of RED+

- 2.1 Registration is required to view streams.. Some streams are subject to a fee and require the purchase of a GAMEPASS.
- 2.2 During the registration, the user is asked to accept these GTC and take note of the data protection regulations (see_link). After successful registration, the user receives a confirmation email. For paid services, the user is asked to verify its registration. The registration process is then complete.
- 2.3 The user account data and password must be treated confidentially. Access IDs or passwords must not be made accessible to third parties. Third-party access IDs or passwords may not be used. The user is responsible for all activities in connection with his user account. The user account is not transferable to another person.



- 2.4 The use of RED+ services is limited to a maximum of two devices simultaneously per registered user account. This applies regardless of the location of the devices. Users can manage and adjust the devices associated with their account in their profile settings.
- 2.5 On RED+, individuals over the age of 18, who have full legal capacity and reside in Switzerland, can register. Persons who are not yet of age may only use our products via the account of a parent or legal guardian and with their involvement. Please ensure that the relevant person (Parent or legal guardian) reads through and agrees to these T&Cs with you before proceeding.

The registration must be in the official name. Changes of name and/or email-address must be made in the personal user account or reported to info@red.sport.

- 2.6 Ringier Sports is entitled to refuse registrations or to deactivate registrations that have already been made without giving reasons. In particular, Ringier Sports reserves the right to temporarily or permanently exclude a user in the event of violations of the law, morality or these GTC. The user undertakes not to send any incorrect information (in particular also no incorrect personal data) to Ringier Sports or using the service of RED+. The user will be informed by e-mail.
- 2.7 The registration or the user account can be deactivated by the user at any time by sending an e-mail to info@red.sport.

3. Additional regulations

3.1 Certain digital offers from RED+ are subject to a charge and are additionally subject to the general terms and conditions of the respective payment provider which can be viewed here: [LINK]

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3.2 Vouchers for RED+ are valid for a period of 12 months from the date of purchase (without automatic renewal in accordance with section 6.1). After this period, they expire and can no longer be redeemed. Vouchers can only be used to access the Yearly GAMEPASS on RED+. Cash payments or any other form of compensation for the voucher value are excluded. Vouchers are personal and non-transferable. They may not be duplicated, altered, resold, or used for other purposes. Ringier Sports assumes no liability for loss, theft, misuse, or technical issues that may occur during the redemption of a voucher. Vouchers are subject to the current version of these General Terms and Conditions.

4. Order

All orders are binding as soon as the user clicks the order button.

5. Payment processing

5.1 Payment for a product is made either by credit card, Google Pay, Apple Pay, or PayPal and is additionally subject to the payment provider's general terms and conditions, which can be viewed here (LINK). When using PayPal, additional processing fees may apply depending on the country. These fees are charged directly by PayPal and are not within the responsibility of Ringier Sports.

5.2 Ringier Sports reserves the right to cancel purchases due to circumstances beyond Ringier Sports control (force majeure, official or court order and the

like).

5.3 All prices are quoted gross in CHF (Swiss francs), including the statutory value added tax (VAT). The published price at the time of the order is decisive. Technical changes, errors, typing and printing errors are reserved. Ringier Sports reserves the right to change prices at any time. Any fees from third-party providers (especially payment providers) are shown separately in the order process and charged additionally. This applies in particular to any additional processing fees that may be charged by PayPal depending on the country.

6. Cancellation and renewal of subscriptions

6.1 Annual subscriptions are automatically renewed. 30 days before the expiry of the annual subscription, the user will be informed of the automatic renewal

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by e-mail. Should a user wish to cancel their annual subscription, the user must actively cancel the subscription in their user account by pressing a button. Users should cancel their subscription at least one day before the next billing cycle to avoid being charged for renewal.

- 6.2 Cancellation of monthly subscriptions: Monthly subscriptions will renew automatically unless cancelled at the end of the paid term. There is no prior reminder. Users should cancel their subscription at least one day before the next billing cycle to avoid being charged for renewal. Cancellation of the monthly subscription can be made directly in the user account.
- 6.3 Both parties reserve the right to terminate without notice for good cause. Ringier Sports is, for example, entitled to terminate without notice in the event of serious breaches by the user of the provisions of these GTC.

7. Exclusion of liability

7.1 Ringier Sports is only liable for direct damage caused by an intentional or

grossly negligent act on the part of Ringier Sports. Ringier Sports liability for direct damage in the case of slight negligence and for indirect damage (such as consequential damage or loss of profit) - irrespective of the legal grounds - is expressly excluded, subject to mandatory legal provisions. In particular, Ringier Sports assumes no liability for misconduct and omissions of third parties.

7.2 The RED+ platform may be temporarily unavailable or only available to a limited extent due to maintenance work or other reasons. Ringier Sports is not liable for the temporary unavailability of the platform, the incorrect reproduction of content, the failure of individual or all functions or for malfunctions of the platform.

7.3 Ringier Sports accepts no liability for loss of data and for errors on the part of operators of telecommunications services, access and hosting providers, etc. or for technical failure or malware, in particular malicious software.

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7.4 Ringier Sports reserves the right to partially restrict or completely discontinue the offers/products at any time without prior notice and to adjust the offer of chargeable products. Any liability in this connection is excluded in full and user claims are excluded, in particular those for reimbursement of fees or payments already made and/or for damages.

7.5 The RED+ platform contains links to third-party websites. These sites are not operated or monitored by Ringier Sports. Ringier Sports declines any responsibility for the content and operation of linked sites or offers.

7.6 The user indemnifies Ringier Sports as well as its bodies and employees against any legal disputes, claims for damages and other actions and claims which third parties initiate or assert in connection with an unauthorised or unlawful use of the products by the user, together with the associated legal and court costs.

8. Intellectual property rights and rights of use

8.1 Ringier Sports is the owner and operator of RED+. All trademarks, names, logos, images, designs, texts and other materials used on RED+ belong to Ringier Sports (and/or its partner companies). The (complete or partial) reproduction, transmission (electronically or by other means), modification, linking or use of these trademarks, names, logos, images, designs, texts and other materials for public or commercial purposes is prohibited without the prior written consent of Ringier Sports. Extracting content or data from the website (web scraping) and text and data mining (TDM) (including retrieving data, crawling websites, scraping content, or searching databases), whether by robots, spiders, automated means or manually, is expressly prohibited without the prior written consent of Ringier Sports. Furthermore, the use of content or data from the website for the development of software programs is prohibited, including, but not limited to training a system for machine learning or artificial intelligence (AI).

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- 8.2 The user is advised that all software underlying the service is the property of Ringier Sports and/or its affiliates and is protected by law.
- 8.3 The products are intended exclusively for personal and non-commercial use by the user. Ringier Sports grants the User a limited, non-exclusive and non-transferable right to access the Product upon purchase. Apart from this, no rights, titles or claims are transferred to the user. The User agrees not to use the Service for public performances.
- 8.4 The content available may vary by country/region.
- 8.5. The User may not copy, reproduce, redistribute, frame, mirror, create derivative works from, decompile, reverse engineer, modify, archive or disassemble any Products or any part thereof; or attempt to circumvent any security, performance limitation, filtering or digital rights management measures; remove or alter logos, watermarks or proprietary rights notices

embedded on or in the Products without proper authorization from Ringier Sports; transmit malicious programs, scripts or codes; transmit an unreasonable number of requests to Ringier Sports servers; or engage in any other activity to manipulate, disrupt or damage Ringier Sports services.

9. Data protection, data processing and data security

With regard to data protection, the principles of data processing and data security, reference is made to the data protection declaration, which is an integral part of these GTC.

10. General provisions

10.1 Ringier Sports reserves the right to amend the GTC at any time. The amended GTC shall be communicated to the users in each case by notification in a suitable place on RED+. Subsequent amendments to these GTC are deemed to be approved by the user if the user does not object to the new GTC within 14 days of becoming aware of the amended GTC by e-mail to info@red.sport.

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10.2 Should individual provisions of the GTC be or become invalid or ineffective in whole or in part, the validity and/or effectiveness of the remaining provisions of the GTC shall remain unaffected. The invalid and/or ineffective provisions shall be replaced by provisions that come as close as possible in economic terms to the meaning and purpose of the invalid and/or ineffective provisions in a legally effective manner. The same shall apply in the event of any loopholes.

11. Jurisdiction and applicable aw

11.1 These GTC shall be governed by Swiss substantive law, to the exclusion of the Swiss Federal Act on Private International Law (IPRG) and the Vienna Sales Convention (CISG). 11.2 The courts of Zurich shall have exclusive jurisdiction over all disputes arising in connection with these GTC, including disputes concerning the valid conclusion, validity, interpretation, performance, breach, amendment or termination of the contractual relationship between the user and Ringier Sports, as well as non-contractual claims raised in connection therewith, subject to mandatory places of jurisdiction.

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