

GENERAL TERMS AND CONDITIONS OF RED+ (for the Offer in Austria)

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

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

1. Scope of the GTC

By using the RED+ service and/or purchasing subscriptions and/or individual products (hereinafter "Products"), the User confirms that they have read, understood, and accepted 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 game pass.

2.2 Within the scope of registration, the user is requested to accept these GTC and take note of the [privacy policy of Ringier Sports](#). After successful registration, the user receives a confirmation email. For paid services, the user is asked to verify their registration. Only then is the registration process completed.

2.3 The user account data and password must be kept confidential. Access credentials or passwords must not be made accessible to third parties. Third-party access credentials or passwords must not be used. The User is responsible for all activities associated with their user account. The user account is non-transferable to another person.

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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 linked to their account in their profile settings.

2.5 Individuals over the age of 18 who reside in Austria can register on RED+. Minors are only allowed to use the products through the account of a parent or guardian and with their involvement. Please ensure that the appropriate person (parent or legal guardian) reads these GTC with you and agrees to the GTC before you proceed. The registration must use the official name. Changes to the name and/or e-mail-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 deactivate registrations that have been completed without giving reasons. Ringier Sports reserves the right, in particular, to temporarily or permanently exclude a User in case of violations against laws, public morals, or these GTC. The User agrees not to send incorrect information (especially not false personal data) to Ringier Sports or when using the RED+ service. The User will be informed by email.

2.7 The User can deactivate the registration or the user account at any time by sending an email 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: [\[LINK\]](#). In the event of any conflict between these Terms and Conditions and the special conditions, the special conditions shall prevail over these Terms and Conditions.

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

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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. Ordering

All orders become binding once 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, administrative or judicial order, etc.).

5.3 All prices are gross and stated in EUR (Euros), including VAT (value-added tax). The published price at the time of the order is decisive. Technical changes, errors, typos, and printing errors are reserved. Ringier Sports reserves the right to change prices at any time. Any fees from third parties (especially payment providers) are displayed 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. The User will be informed about the automatic renewal via email 30 days before the end of the annual subscription. If a User wishes to cancel their annual subscription, the User must actively cancel the

subscription by pressing a button in their user account. Users should cancel their subscription at least one day before the next billing cycle to avoid renewal charges.

6.2 Cancellation of monthly subscriptions: Monthly subscriptions are automatically renewed unless they are canceled at the end of the paid period. No prior reminder is sent. Users should cancel their subscription at least one day before the next billing cycle to avoid renewal charges. The monthly subscription can be canceled directly in

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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 damages caused by an intentional or grossly negligent act on the part of Ringier Sports. Liability of Ringier Sports for direct damages due to slight negligence and for indirect damages (such as consequential damages or lost profits) - regardless of the legal basis - is expressly excluded, subject to mandatory statutory provisions. Ringier Sports assumes no liability for errors and omissions by third parties.

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

7.3 Ringier Sports assumes no liability for data loss and for errors by operators of telecommunications services, access and hosting providers, etc., and for technical failures or malware, particularly malicious software.

7.4 Ringier Sports reserves the right to restrict or discontinue the offers/products at any time without prior notice and to adjust the offer of paid products. Any liability in this regard is fully excluded, and claims of the Users are excluded, particularly claims for reimbursement of fees or already triggered payments and/or damages.

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

7.6 The User indemnifies Ringier Sports and its organs and employees from any legal disputes, claims for damages, and other actions and claims that third parties initiate or assert in connection with the unauthorized or unlawful use of the products by the

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User, including the associated legal and court costs.

8. Intellectual Property Rights and Permissions

8.1 Ringier Sports is the owner and operator of RED+. All brands, names, logos, images, designs, texts, and other materials used on RED+ belong to Ringier Sports (and/or its partner companies). The reproduction, transmission (electronically or by other means), modification, linking, or use of these brands, names, logos, images, designs, texts, and other materials for public or commercial purposes is prohibited without prior written consent from Ringier Sports. The systematic extraction of content or data from the website (web scraping) and text and data mining (TDM) is also expressly prohibited without prior written permission from 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).

8.2 The User is informed that all software underlying the service is the property of Ringier Sports and/or its partner companies and is legally protected.

8.3 The products are exclusively intended for the personal and non-commercial use of the User. Upon purchasing a product, Ringier Sports grants the User a limited, non-exclusive, and non-transferable right to access the product. Beyond that, no rights, title, or claims are transferred to the User. The User agrees not to use the

service for public performances.

8.4 The available content may vary depending on the 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;

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transmit an unreasonable number of requests to Ringier Sports servers; or engage in any other activity to manipulate, disrupt or damage Ringier Sports's services.

9. Data Protection, Data Processing, and Data Security

With regard to data protection, principles of data processing, and data security, please refer to the Privacy Policy, which is part of these GTC.

10. General Provisions

10.1 Ringier Sports reserves the right to change the GTC at any time. The amended GTC will be communicated to the Users by notification in an appropriate location on RED+. Subsequent changes to these GTC are considered approved by the User if the User does not object to the new GTC by email to info@red.sport within 14 days of acknowledgment of the changed GTC.

10.2 Should individual provisions of the GTC be wholly or partially invalid or ineffective, the validity and/or effectiveness of the remaining provisions of the GTC remains unaffected. The invalid and/or ineffective provisions will be replaced by those that legally achieve the closest possible economic effect of the invalid and/or ineffective provisions. The same applies in the event of any regulatory gaps.

11. Right of Withdrawal

11.1 If the User qualifies as a consumer within the meaning of the Austrian Consumer Protection Act (KSchK) or as a consumer under the Austrian Distance and Off-Premises Contracts Act (FAGG), they are entitled under § 3 KSchG and § 4

paragraph 1 Z 8 FAGG to withdraw from their contractual (e.g. order) made via distance selling or outside the business premises of Ringier Sports, or - following the acceptance by Ringier Sports (i.e. through activation of RED+) - to withdraw from the contract under the conditions of the withdrawal policy below.

11.2 Waiver of Right of Withdrawal according to § 18 para. 1 Z 1 FAGG: The right of withdrawal lapses if, with the User's express consent (combined with their acknowledgment of the loss of the right of withdrawal upon the premature start of contract fulfillment and after the provision of a contract confirmation), Ringier Sports has commenced delivery before the expiry of the withdrawal period. Withdrawal must

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be exercised within 14 days following acceptance of the contract with Ringier Sports, such as the activation of access to RED+.

11.3 Withdrawal Instructions: In accordance with § 3 KSchG and § 4 para. 1 Z 8 FAGG, Ringier Sports informs the User of the following legal right of withdrawal: You have the right to withdraw from this contract within fourteen days without giving any reason. The withdrawal period is fourteen days from the day of the contract's conclusion (activation). To exercise your right of withdrawal, you must inform us, Ringier Sports or RED SPORT NETWORK (RED SPORT NETWORK % Ringier Sports AG, Flurstrasse 55, 8048 Zurich; info@red.sport), of your decision to withdraw from this contract by means of a clear declaration (e.g., a letter sent by post or email). Should you use this option, we will immediately confirm receipt of such a withdrawal (e.g., by email). To meet the withdrawal deadline, it is sufficient for you to send your notification of the exercise of the right of withdrawal before the withdrawal period expires.

11.4 Consequences of Withdrawal: If you withdraw from this contract, we are obligated to reimburse you for all payments we have received from you, without delay and no later than within fourteen days from the day on which we received your notification of withdrawal from this contract. For this reimbursement, we will use the same payment method you used for the original transaction unless expressly agreed otherwise with you; in no case will you be charged fees for this reimbursement.

12. Jurisdiction and applicable Law

12.1 These GTC are governed by substantive Swiss law, excluding the Federal Act on Private International Law (PILA) and the Vienna Sales Convention (CISG). In contracts with consumers, whose habitual residence is in Austria (or the EU), mandatory consumer protection provisions of Austrian or EU law remain unaffected.

12.2 The exclusive jurisdiction for all disputes arising in connection with these GTC, including those concerning the valid formation, legal effectiveness, interpretation, fulfillment, breach, amendment, or termination of the contractual relationship between the User and Ringier Sports, as well as any related non-contractual claims shall be Zurich, Switzerland, subject to mandatory places of jurisdiction, in particular

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for consumers.

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