

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+", including the associated mobile applications (apps) (hereinafter collectively "RED+"), and the users of RED+ (hereinafter "Users" and individually "User").

Ringier Sports offers Users the opportunity to obtain and use streaming offers (in particular subscriptions and individual products) via RED+. Depending on their design, these offers may be fee-based or free of charge.

1 Scope of the GTC

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

2 Use of RED+

2.1 Registration is required to watch streams. Certain streams are fee-based and require the purchase of a GAMEPASS (paid subscription or individual product).

2.2 During registration, the User will be asked to accept these GTC and to take note of the privacy policy (see <https://privacypolicy.red.sport>). Upon successful registration, the User will receive a confirmation email.

2.3 User account data and the password must be treated confidentially. 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.

2.4 The use of RED+ services is limited to a maximum of two end 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 Persons over 18 years of age with full legal capacity residing in Switzerland may register on RED+. Minors may only use the Products through the account of a parent or legal guardian and with their participation. Please ensure that the corresponding person (parent or legal guardian) reads these GTC together with you and agrees to the GTC before proceeding. Registration must be made under the official name. Changes to the 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 reject registrations or deactivate existing registrations without giving reasons. Ringier Sports reserves the right, in particular, to temporarily or permanently exclude a User in the event of violations of the law, public morals, or these GTC. The User undertakes not to send any incorrect information (in particular, no incorrect personal data) to Ringier Sports or while using the RED+ service. The User will be informed via email.

2.7 Registration or the user account can be deactivated by the User at any time by email notification to info@red.sport.

3 Additional Regulations

3.1 Certain digital offers on RED+ are fee-based and are additionally subject to the General Terms and Conditions of the respective payment provider, which can be viewed here: [\[LINK\]](#). When using app stores, the terms and conditions of the respective platform provider additionally apply (see below).

3.2 If RED+ is used via mobile applications (apps) or third-party platforms (e.g., Apple App Store or Google Play Store), the terms of use and business conditions of these third-party providers may additionally apply. Ringier Sports has no influence over these conditions and assumes no responsibility for them. For purchases within mobile applications, billing is processed via the in-app purchase systems of the respective platform operators (e.g., Apple App Store or Google Play Store). Purchases via such platforms may be subject to the respective third-party

provider's terms and billing processes. The terms of the respective platform operators apply supplementally. In the case of purchases via in-app purchase systems, any refund will be processed exclusively via the respective platform operator and in accordance with its guidelines. Ringier Sports has no influence over these refund processes.

3.3 Vouchers for RED+ are valid for a period of 12 months from the date of purchase (without automatic renewal pursuant to Section 6.1). After this period, they expire and can no longer be redeemed. Vouchers can be used exclusively for the Yearly GAMEPASS or Monthly GAMEPASS on RED+. Redemption is made by entering the corresponding voucher code during the order process. Cash payout or other offsetting of the voucher value is excluded. Vouchers are personal and non-transferable. They may not be reproduced, manipulated, resold, or used for other purposes. Ringier Sports assumes no liability for the loss, theft, unlawful use, or technical problems that may occur during the redemption of a voucher.

4 Ordering

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 General Terms and Conditions of the payment provider, which can be viewed here [\[LINK\]](#). When using PayPal, additional processing fees may apply depending on the country, which are charged directly by PayPal and are outside the responsibility of Ringier Sports.

5.2 Ringier Sports reserves the right to cancel purchases due to circumstances beyond the control of Ringier Sports (force majeure, official or court orders, etc.).

5.3 All prices are quoted gross in CHF (Swiss Francs), including statutory value-added tax (VAT). The published price at the time of the order shall apply. Technical changes, errors, misprints, and printing errors reserved. Ringier Sports reserves the right to change prices at any time. Any third-party fees (in particular payment providers) will be shown separately in the order process and charged

additionally. This applies in particular to any additional processing fees charged by PayPal depending on the country.

6 Cancellation and Renewal of Subscriptions

6.1 Annual subscriptions renew automatically. 30 days prior to the expiration of the annual subscription, the User will be informed of the automatic renewal via email. If a User wishes to cancel their annual subscription, the User must actively cancel the subscription in their user account at the click of a button. Users should cancel their subscription at least one day before the next billing cycle to avoid being charged for the renewal.

6.2 Cancellation of Monthly Subscriptions: Monthly subscriptions renew automatically unless cancelled at the end of the paid term. No prior reminder will be sent. The User may cancel the subscription at any time with effect from the end of the current billing period. To avoid a renewal, cancellation must be made at least one day before the start of the next billing period. Cancellation can be carried out at any time in the user account.

6.3 The right to extraordinary termination for good cause remains reserved for both parties. Ringier Sports is entitled to extraordinary termination, in particular in the event of serious violations by the User of the provisions of these GTC.

6.4 If a subscription is concluded via in-app purchase systems (e.g., Apple App Store or Google Play Store), cancellation must be carried out exclusively via the subscription management of the respective platform operator (in the system settings of the device used). Technical cancellation within the RED+ user account is not possible in these cases.

7 Limitation of Liability

7.1 Ringier Sports is liable only for direct damages caused by an intentional or grossly negligent act of Ringier Sports itself. Any liability of Ringier Sports for direct damages in cases of slight negligence and for indirect damages (such as consequential damages or lost profit)—regardless of the legal basis—is expressly excluded, subject to mandatory statutory provisions. In particular, Ringier Sports assumes no liability for misconduct or omissions of third parties.

7.2 The RED+ platform may be temporarily unavailable or available only to a limited extent 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 or for errors of telecommunications service providers, access and hosting providers, etc., as well as for technical failures or malware, in particular malicious software.

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 range of paid products. Any liability in this context is fully disclaimed, and claims by Users are excluded, in particular those for refunds of fees or payments already initiated 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 disclaims all responsibility for the content and operation of linked sites or offers.

7.6 The User indemnifies Ringier Sports as well as its corporate bodies and employees from any legal disputes, claims for damages, and other actions and claims initiated or asserted by third parties in connection with an inadmissible or unlawful use of the Products by the User, including associated attorney and court fees.

8 Intellectual Property and Usage Rights

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 affiliated companies). The (full 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. The systematic extraction of content or data from the website (web scraping) or apps, as well as text and data mining (TDM) (including data retrieval, website crawling, content scraping, or searching databases), whether automated by robots or spiders or manually, is also expressly prohibited without the prior

written permission of Ringier Sports. In addition, the use of content or data from the website and apps for the development of software programs is prohibited, including but not limited to training a machine learning or artificial intelligence (AI) system.

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

8.3 The Products are intended exclusively for personal and non-commercial use by the User. Upon purchase of a Product, Ringier Sports grants the User a limited, non-exclusive, and non-transferable right to access the Product. 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 on RED+ may vary depending on the country or region.

8.5 The User is not permitted to copy, reproduce, redistribute, embed into a third-party website (framing), mirror, create derivative works from, decompile, reverse engineer, modify, archive, or disassemble Products or parts thereof; or attempt to circumvent security, performance limitation, filtering, or digital rights management measures; furthermore, the removal or alteration of logos, watermarks, or notices of proprietary rights embedded on or in the Products without appropriate authorization from Ringier Sports is prohibited; as is the transmission of malicious programs, scripts, or codes; the transmission of an unreasonable number of requests to Ringier Sports servers; or the execution of any other activities intended to manipulate, interrupt, or damage Ringier Sports services.

9 Data Protection, Data Processing, and Data Security

With regard to data protection, data processing principles, and data security, reference is made to the Privacy Policy, which forms 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 will be communicated to Users by notification at an appropriate location on

RED+. Subsequent amendments to these GTC shall be deemed approved by the User unless the User objects to the new GTC within 14 days of becoming aware of the amended GTC by sending an email to info@red.sport. If the User objects, Ringier Sports may ordinarily terminate the contractual relationship with a notice period of 10 days.

10.2 Should individual provisions of these 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 such valid provisions that economically come closest to the sense and purpose of the invalid and/or ineffective provisions. The same applies to any regulatory gaps.

11 Jurisdiction and Applicable Law

11.1 These GTC are subject to Swiss substantive law, to the exclusion of the Federal Act on International Private Law (PILA) and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

11.2 Zurich shall have exclusive jurisdiction for all disputes arising in connection with these GTC, including those concerning the valid conclusion, legal validity, interpretation, performance, breach, amendment, or dissolution of the contractual relationship between the User and Ringier Sports, as well as non-contractual claims asserted in connection therewith, unless a mandatory venue applies.

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