

GENERAL TERMS AND CONDITIONS OF RED+ (for the offer in Germany)

These General Terms and Conditions (hereinafter "T&Cs") 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 Application of the T&Cs

By using the RED+ service and/or acquiring subscriptions and/or individual products (hereinafter collectively "Products"), the User confirms to have read, understood, and accepted the T&Cs.

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** As part of the registration process, the User is prompted to accept these T&Cs 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 passwords 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 who have full legal capacity and reside in Switzerland may register on RED+. Minors may only use the Products via the account of a parent or legal guardian and with their participation. Please ensure that the relevant person (parent or legal guardian) reads these T&Cs together with you and agrees to them 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 providing reasons. In particular, Ringier Sports reserves the right to temporarily or permanently exclude a User in the event of violations of the law, public policy, or these T&Cs. The User undertakes not to send false information (in particular false 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 notifying info@red.sport via email.

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 terms 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 supplementarily. For purchases via in-app purchase systems, any refund will be processed exclusively via the respective platform operator and according to its policies. Ringier Sports has no influence on 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 the Monthly GAMEPASS on RED+. Redemption is executed by entering the corresponding voucher code during the checkout process. Cash payouts or set-offs of the voucher value are excluded. Vouchers are personal and non-transferable. They must not be duplicated, manipulated, resold, or used for other purposes. Ringier Sports assumes no liability for the loss, theft, unauthorized use, or technical issues 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 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, which are levied directly by PayPal and fall 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 judicial orders, etc.).
- **5.3** All prices are stated gross in CHF (Swiss Francs), including statutory value-added tax (VAT). The published price at the time of order is decisive. Technical changes, errors, misprints, and typographical errors reserved. Ringier Sports reserves the right to change prices at any time. Any third-party fees (in particular payment providers) are displayed separately in the checkout process and charged additionally. This applies in particular to any additional processing fees levied by PayPal depending on the country.

6 Termination and Renewal of Subscriptions

- **6.1 Renewal of Annual Subscriptions:** Annual subscriptions renew automatically. 30 days prior to the expiration of the annual subscription, the User will be informed by email about the automatic renewal. If a User wishes to cancel their annual subscription, the User must actively cancel the subscription in their user account at the press 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 canceled 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 renewal, cancellation must take place at least one day before the start of the next billing period. Cancellation can be performed at any time within the user account.

- **6.3** The right to extraordinary termination for good cause remains reserved for both parties. In particular, Ringier Sports is entitled to terminate without notice in the event of severe violations of these T&Cs by the User.
- **6.4** If a subscription is concluded via in-app purchase systems (e.g., Apple App Store or Google Play Store), cancellation must take place exclusively via the subscription management of the respective platform operator (in the system settings of the device used). Cancellation within the RED+ user account is technically 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. Subject to mandatory statutory provisions, liability of Ringier Sports for direct damages in cases of slight negligence and for indirect damages (such as consequential damages or lost profits)—regardless of the legal grounds—is expressly excluded. In particular, Ringier Sports assumes no liability for misconduct and omissions of third parties.
- **7.2** The RED+ platform may be temporarily unavailable or restricted due to maintenance work or other reasons. Ringier Sports is not liable for 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 loss of data or for errors caused by telecommunication service providers, access and hosting providers, etc., as

well as technical failures or malware, in particular malicious software.

- **7.4** Ringier Sports reserves the right to partially restrict or completely discontinue its offers/products at any time without prior notice, and to adjust its fee-based product offerings. Any liability in this context is fully disclaimed, and User claims are excluded, in particular those for refunds of fees or payments already initiated and/or claims 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 any responsibility for the content and operation of linked sites or offers.
- **7.6** The User shall indemnify and hold harmless Ringier Sports, its governing bodies, and employees against any legal disputes, damage claims, and other lawsuits or claims initiated or asserted by third parties in connection with an unauthorized or unlawful use of the Products by the User, including associated attorney and legal fees.

8 Intellectual Property Rights 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 partner companies). The reproduction (in whole or in part), 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 prior written consent from Ringier Sports. Furthermore, systematic extraction of content or data from the website (web scraping) or apps, as well as text and data mining (TDM) (including retrieving data, crawling websites, scraping content, or searching databases)—whether automated by robots, spiders, or manually—is explicitly prohibited without prior written permission from Ringier Sports. Additionally, the use of content or data from the website and

apps for developing software programs, including but not limited to training machine learning or artificial intelligence (AI) systems, is prohibited.

- **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 protected by law.
- **8.3** The Products are intended exclusively for personal, non-commercial use by the User. Upon purchasing a Product, Ringier Sports grants the User a limited, non-exclusive, 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** Available content 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, removing or modifying logos, watermarks, or proprietary notices embedded on or in the Products without authorization from Ringier Sports is prohibited; as is transmitting malicious programs, scripts, or codes; sending an unreasonable number of requests to Ringier Sports servers; or carrying out any other activities to manipulate, interrupt, or damage Ringier Sports services.

9 Data Protection, Data Processing, and Data Security

With respect to data protection, data processing principles, and data security, reference is made to the Privacy Policy, which forms an integral part of these T&Cs.

10 General Provisions

- **10.1** Ringier Sports reserves the right to amend these T&Cs at any time. Amended T&Cs will be communicated to Users by notification at an appropriate place on RED+. Subsequent amendments to these T&Cs shall be deemed approved by the User if the User does not object to the new T&Cs via email to info@red.sport within four weeks of becoming aware of the amended T&Cs.
- **10.2** Should individual provisions of these T&Cs be or become invalid or ineffective in whole or in part, the validity and/or effectiveness of the remaining provisions of these T&Cs shall remain unaffected. Invalid and/or ineffective provisions shall be replaced by such valid provisions that come closest in economic terms to the meaning and purpose of the invalid and/or ineffective provisions. The same applies in the event of contractual gaps.

11 Jurisdiction and Applicable Law

If you, as a consumer, conclude a contract for paid services, the following applies:

- **11.1 Right of Withdrawal:** You have the right to withdraw from this contract within fourteen (14) days without giving any reason. The withdrawal period is fourteen (14) days from the date of contract conclusion. To exercise your right of withdrawal, you must inform Ringier Sports (RED SPORT NETWORK c/o Ringier Sports AG, Flurstrasse 55, 8048 Zurich, Switzerland; 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 an email). To meet the withdrawal deadline, it is sufficient for you to send the notification concerning your exercise of the right of withdrawal before the withdrawal period expires.
- **11.2 Consequences of Withdrawal:** If you withdraw from this contract, we shall reimburse to you all payments received from you without delay and at the latest within fourteen (14) days from the day on which notification of your withdrawal from this contract was received by us. For this reimbursement, we

will use the same means of payment that you specified during the initial registration and used for the first payment of the usage fee, unless expressly agreed otherwise with you; in no case will you be charged fees as a result of this reimbursement.

12 Jurisdiction and Applicable Law

- **12.1** These Terms and Conditions shall be governed by substantive Swiss law, to the exclusion of the Federal Act on Private International Law (PILA) and the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- **12.2** The exclusive place of jurisdiction for all disputes arising in connection with these Terms and Conditions—including those concerning the valid formation, legal validity, interpretation, performance, breach, modification, or termination of the contractual relationship between the User and Ringier Sports, as well as non-contractual claims asserted in connection therewith—shall be Zurich, unless a mandatory place of jurisdiction applies.

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