## THE COLOR RUN SINGAPORE LUCKY DRAW

### **Terms and Conditions**

- 1) By entering the THE COLOR RUN<sup>™</sup> Lucky Draw (the "Lucky Draw"), you are agreeing to these Terms and Conditions.
- 2) Information on how to enter forms part of the Terms and conditions. Entry into this Lucky Draw is deemed acceptance of these Terms and Conditions.
- 3) The promoter is IMG Singapore Pte Ltd. of 1 Scotts Road, Shaw Centre #19-01/05 S228208, telephone 65 6505 9300 ("Promoter").

# WHO CAN ENTER?

- 4) The Lucky Draw is open to all aged 18 years or over
- 5) Employees (and their immediate families) of the Promoter and agencies associated with this Lucky Draw are ineligible to enter. Immediate family means any of the following: spouse, exspouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, stepparent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, stepbrother, step-sister or 1<sup>st</sup> cousin.
- 6) All registered participants to The Color Run Singapore 2018.

# HOW TO ENTER

- 7) The Lucky Draw commences on 30<sup>th</sup> Jul 2018 at 15:00 GMT (UTC+8) and concludes 19<sup>th</sup> September 2018 at 23:59 GMT (UTC+8) ("the Lucky Draw Period") or until ticket are sold out, whichever that comes first.
- 8) To enter, participants must visit the The Color Run Singapore website (<u>www.thecolorrun.com.sg</u>) to register their entry to the run.
- 9) After registering for the run, complete a form on <u>www.thecolorrun.com.sg</u> to enter the draw.
- 10) Limit one (1) entry permitted per person.

### DRAW

11) The winner will be selected at random on the 1<sup>st</sup> October 2018 at IMG Singapore (Shaw Centre) office. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The winner will be notified by phone or email within two (2) business days of the draw and their name will be published in the event's Social Media Page.

#### **PRIZES**

12) There will be one (1) major prize awarded. The winner will receive the prize package detailed below. The first valid entry drawn from the total pool of valid entries will win the prize.

# **Full Details**

Three (3) nights' accommodation in a twin share or double room accommodation in a hotel selected by the event organiser

Two (2) economy flights for winner and one companion departing from Singapore Changi Airport to Bali. Trip must be taken in 2018 and the flights will be booked by the organiser

- 13) The prize must be redeemed from 7<sup>th</sup> October to the 31<sup>st</sup> December 2018, and is subject to booking and flight availability. If winner is unable to redeem the prize in time, the winner forfeits the prize package with no compensation or further liability of the Promoter. Cash will not be awarded in lieu of the prize.
- 14) If for any reason the winner does not take the prize (or an element of the prize) at the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited and will not be redeemable for cash.
- 15) This prize is valid for 2 people. If only 1 person available, then the unused portion of the prize, is not transferable or exchangeable and cannot be redeemed as cash.
- 16) Subject to the terms and conditions of the participating prize provider(s), if for any reason the winner does not, once the prize has been booked, take the prize (or an element of the prize) at the time stipulated, then the prize (or that element of the prize) will be forfeited and will not be redeemable for cash.
- 17) In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the Competition or suspend or modify a prize, subject to any written directions from a relevant regulatory authority.
- 18) If an element of the prize consists of travel, an event, concert or other similar prize outlined above is, for any reason, cancelled, postponed, rescheduled or not available, that element of the prize will be considered as forfeited and no cash alternative offer will be awarded in lieu of the prize.
- 19) All prizes must be taken as offered. The prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be redeemed as cash. The prize is not valid in conjunction with any other offer.

- 20) A valid passport is required for all international journeys. All passports must be valid for six (6) months prior to departure. It is the responsibility of the winner and their travel companion to ensure they have all required travel documentation (including but not limited to passports & visas) as required for travel to the destination point. All costs associated with obtaining this travel documentation is the responsibility of the winner. The winner and his/her travel companion must depart from and return to the same departure point and travel together. The prize is a single event trip for the winner and their companion and cannot be separated into separate trips or components. Prize is subject to the standard terms and conditions of individual prize and service providers. Itinerary to be determined by the Promoter in its absolute discretion. Frequent flyer points will not form part of the prize. The two (2) flights for each route must be utilised at the same time, for the same travel dates, to and from the same destination. The air tickets are available on regular scheduled services of each airline and subject to seasonal embargos. Flight itinerary may have to be adjusted depending on the airlines departure city and their current flight schedule. All travel is subject to availability at all times. Winner and their prize companion are responsible for any amendment fees issued by airlines or suppliers once booking is confirmed and ticketed. Travel suppliers/airlines to be chosen at Promoter's discretion. Frequent flyer points are not available from any airline.
- 21) It is a condition of accepting the prize that the winner may be requested to present their credit card or a cash deposit upon arrival at any accommodation to cover all incidentals they may incur during their stay.
- 22) It is the responsibility of the winners and their prize companions to ensure they are checked in for their flights, and arrive at the airport, at the time specified by the relevant airline carrier. The Promoter is not responsible for any costs associated with the winners and their prize companions missing any of their flights.
- 23) Unless specified otherwise, the winner (and their companion) are responsible for all expenses including, without limitation, transport (including domestic flights if necessary) from their home, spending money, meals (unless specified), drinks, transfers (unless specified), car hire, activities (unless specified), incidentals, energy surcharges, gratuities, services charges, medical expenses, visas, items of a personal nature, laundry, telephone calls, additional nights, upgrades and all other ancillary costs. Any extension to the duration of the prize is at the winner's sole expense and subject to availability at the time of booking.
- 24) In the event that a prize, or part of a prize, is unavailable, the Promoter reserves the right to substitute the prize or part of the prize in its discretion with an alternative prize or part of the prize to the same and equal or greater recommended retail value and/or specification subject to any written directions.
- 25) It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements (as applicable).
- 26) It is a condition of accepting a prize that the winner agrees to participate in and cooperate with all reasonable media editorial requests, including but not limited to, being interviewed, photographed and filmed and the winner grants the Promoter a perpetual, non-exclusive license to use such footage and photographs in all media worldwide and the winner will not be entitled to any fee for such use. The inclusion of any such footage or photographs

(including but not limited to creative control of the feature) will remain with the Promoter at all times.

27) It is a condition of accepting the prize that the prize winner (and their travel companion) may be required to sign a legal release in a form determined by the Promoter in its absolute discretion. In the event the prize winner's travel companion is under the age of 18, his/her nominated parent/legal guardian will be required to sign the legal release required under this clause.

# **GENERAL**

- 28) 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 reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Competition. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- 29) Incomplete or indecipherable entries will be deemed invalid.
- 30) If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
- 31) The Promoter's decision is final and no correspondence will be entered into.
- 32) If this Competition 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, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Competition, as appropriate.
- 33) Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as well as any other implied warranties. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes 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 Competition.
- 34) Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes 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: (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) any tax liability incurred by a winner or entrant; or (f) participation in the prize.

35) The Promoter collects personal information ("PI") in order to conduct the Competition and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers and prize suppliers. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI. All entries become the property of the Promoter All entries become the property of the Promoter.