

# Terms and Conditions

## STAR WARS VIRTUAL RUN SOUTHEAST ASIA 2020

### OFFICIAL RULES

*Important: Please read these rules (these "Official Rules") before entering the Star Wars Virtual Run Southeast Asia 2020 (the "Event" or "Run") to be conducted by LIV3LY Pte Ltd ("Organizer"). By participating in the Event, you agree to be bound by these Official Rules (and any amendments thereof) and represent and warrant that you satisfy all of the eligibility requirements set out herein below.*

#### 1. ELIGIBILITY

- a. Entry to the Event is open to all residents of Vietnam, Thailand, Philippines, Malaysia, Singapore and Indonesia only. Participants must be over the age of 18 on the date of entry. Participants should be aware that a breach of this consent requirement will result in the participant being disqualified ("Entrant/You").
- b. The Event shall commence at 06:00 hrs on February 15, 2020 and end at 23:59 hrs on September 30, 2020, Singapore time ("Event Period").

#### 2. HOW AND WHEN TO ENTER

- a. To enter, Entrant must download the app branded as "MOVE by LIV3LY" by Organizer, (the "Organizer App Running Tracker"). The Organizer App Running Tracker is available for download on all Android and IOS platforms.
- b. Once the Organizer App Running Tracker has been downloaded, You are required to register for the Event by doing all of the following:
  - (i) Register during the period February 15, 2020 (0600 hrs) to September 29, 2020 (2359 hrs), Singapore time ("Registration Period").
  - (ii) During the Registration Period, You may register for: (a) 5.4 Kms run as an individual ("Run 1") and/or (b) 40 kms run along with or without a partner ("Run 2"). "Run 1" and "Run 2" are hereinafter, when necessary, collectively referred to as "Run". It is clarified that while an Entrant may participate in multiple Runs during the Event Period, Entrant shall not be permitted to register for multiple Runs simultaneously. Should Entrant want to register for multiple Runs, Entrant is permitted to do so; however the same is subject to Entrant successfully completing the previous Run.
  - (iii) Each time You register for Run 1, You are required to pay a fee equivalent to SGD 25 (including postage) as may be applicable in your country of participation ("Fee for Run 1"). Each time You register for Run 2, You are required to pay a fee equivalent to SGD 40 (including postage) as may be applicable in your country of participation ("Fee for Run 2"). "Fee for Run 1"

and "Fee for Run 2" is hereinafter, when necessary, collectively referred to as "Fee". Exchange rate applicable for conversion purposes will be determined by Organizer in its sole discretion and shall be final and binding on the Entrant.

(iv) Registration for each Run will be confirmed to Entrant upon receipt of the entire Fee for Run 1 or Fee for Run 2 as the case may be by Organizer.

(v) Once registration has been duly processed, there will be no refund of Fee for Entrants who eventually do not take part in Event for reasons whatsoever.

(vi) An official "Confirmation Slip" or receipt will be sent to the Entrant's email after the registration and payment has been made successfully.

(vii) Registrations will not be accepted after the Registration Date which will be stated and announced on the Organizer's website viz. <http://starwarsvirtualrunsea.liv3ly.com/> and Organizer App Running Tracker.

c. Upon successful completion of the registration by Entrant, Entrant may participate in the Run which shall be conducted during the Event Clock-In period which shall commence at 06:00 hrs on June 15, 2020 and end at 2359 hrs on September 30, 2020, Singapore time ("Event Clock-In").

d. Detailed instructions to be followed by Entrant on how to participate in the Run shall be displayed on the home page of the App and Organizer's website viz. <http://starwarsvirtualrunsea.liv3ly.com/>.

e. Upon successful completion of a Run during the Event Clock-In, (a) Entrant who participated in Run 1 will be entitled to receive a "Finisher Memento" ("Prize for Run 1"); and (b) Entrant who participated in Run 2 will be entitled to receive a "Finisher Memento and 40th Anniversary Memento" ("Prize for Run 2"). Prize for Run 1 and Prize for Run 2 are hereinafter, when necessary, collectively referred to as "Prize".

### 3. **PERSONAL INFORMATION**

a. By registering and/or providing any information, personal or otherwise, to the Organizer, Entrants have agreed that any personally identifiable information which has been provided may be collected and used for the following purposes:

(i) provide goods and services by the Organizer and/or its designated representatives, related organizations or business partners to runners or parties designated the participants and matters ancillary thereto.

(ii) verify and record Entrant's personal particulars and to use the information to communicate with Entrant.

b. Personal data collected may be shared with the Walt Disney Company (Southeast Asia) Pte. Limited ("Disney"), its affiliates and subsidiaries, and/or with other third parties for administrative and/or business purposes. This may involve the storage, use,

disclosure or other processing, or transfer of Entrant's personal data out of the Entrant's country. Third parties receiving Entrant's personal data will be bound by requirements under the laws of the territory of such third party in relation to Entrant's personal data.

c. By participating in the Event, You consent and agree that any photographs, recordings, and/or any other media records of the Event may be used by the Organizer for any legitimate purposes, including any commercial and marketing uses, and/or to be uploaded onto Star Wars Virtual Run Southeast Asia 2020's public sites and channels. Entrant acknowledges that Organizer owns all rights to the photographs, recordings, or any other media records of the Event.

d. In the event that registered Entrant do not wish for his/her photographs and/or any other media records of him/her at the Event to be used by Star Wars Virtual Run Southeast Asia 2020, please inform and provide clear instructions to the Organizer in writing to our official email; [contact@liv3ly.com](mailto:contact@liv3ly.com).

#### 4. **CONDITIONS OF ENTRY**

a. By entering the Event, each Entrant agrees to be bound by these Official Rules and by decisions of Organizer, which shall be final as to all Event related matters.

b. By entering this Event and/or accepting any Prize, You agree that:

(i) You have all rights, permissions and consents necessary to grant the rights to Organizer as expressed herein;

(ii) You will abide by and be bound by the Official Rules and Organizer's decision and Privacy Policy;

(iii) You release and hold harmless Disney and its affiliates, their officers, directors, shareholders, employees, agents or representatives (individually and collectively, "Releases") and Organizer from any and all liability for claims, injuries, losses, costs, expenses or damages of any kind, including without limitation, death and bodily injury, resulting, in whole or in part, directly or indirectly, from the awarding, delivery, acceptance, use, misuse, possession, loss or misdirection of any Prize; participation in the Event or any Event-related activity or from any interaction with, or downloading of, Event information;

(iv) Prize is awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose) and the Releases do not make any representation, warranty or guarantee, express or implied, relating to the Event or Prize;

(v) Entrant's acceptance of Prize constitutes the grant to Organizer and assigns of an unconditional right to use Entrant's name, address (city and state only), voice, likeness, photograph, biographical and prize information and/or statements about the Event for any programming, publicity, advertising and

promotional purposes without additional compensation, except where prohibited by law;

(vi) in the event viruses, bugs, unauthorized human intervention, Acts of God, acts or regulations of any governmental or supra-national authority, war, national emergency, accident, fire, riot, strikes, lock-outs, industrial disputes, acts of terrorism or other matters beyond the Organizer's reasonable control, corrupt, prevent or impair the administration, security, fairness or proper participation of the Run, so that it cannot be conducted as originally planned, except where prohibited by law, Organizer has the right, in its sole discretion, to modify these Official Rules or to cancel, modify, terminate or suspend the Event;

(vii) the Releases are not responsible for typographical or other errors in the offer or administration of this Event, including but not limited to: errors in the advertising, Official Rules, selection and announcement of the winner, and distribution of the Prize;

(viii) any portion of the Prize not accepted or used by a winner will be forfeited;

(ix) the Releases are not responsible for any inability of a winner to accept or use a Prize (or any portion thereof) for any reason;

(x) Organizer has the right, at any time and at its sole discretion, to disqualify any individual it suspects to be doing any of the following: (i) tampering or attempting to tamper with the entry process or the operation of the Event or the application; (ii) violating the Official Rules; (iii) violating the terms of service, Privacy Policy or other terms, conditions of use and/or general rules or guidelines of any Event property or service; (iv) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person or (v) for any other good cause as determined solely by the Organizer;

(xi) Organizer has the right to lock out an Entrant whose eligibility is in question or who has been disqualified or is otherwise ineligible to enter the Event;

(xii) since any attempt by any individual to damage the application or undermine the legitimate operation of this Event or the application is a violation of these Official Rules as well as criminal and civil laws, and should Organizer believe or become aware that such an attempt has been, is being, or will be made, it has the right to seek remedies and damages from any responsible individuals to the fullest extent permitted by law, including without limitation criminal prosecution;

(xiii) all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event include attorneys' fees, and under no circumstances will any Entrant be permitted to obtain awards for, and hereby waives all rights to claim, punitive, incidental, special, consequential damages and any other damages, other than for actual out-of-pocket expenses and waives all rights to have damages multiplied or otherwise increased;

(xiv) Organizer has the right to modify prize award procedures at its sole discretion;

(xv) the Releases are not responsible for the cancellation, postponement or unavailability of the Prize, and if such occurs, the Prize will be substituted with a prize of equal or greater value;

(xvi) the Releases are not responsible for any changes to any application function that may interfere with the Event or your ability to timely enter; and

(xvii) Releases are not responsible for any failure of delivery of winner notification.

## 5. MISCELLANEOUS

a. Organizer reserves the right to modify and/or substitute any of these rules and regulations and the Privacy Policy without prior notice.

b. Organizer reserves all rights to cancel or postpone the Event or deny an Entrant entry at any time without any prior notice. In that event, the Organizer will make efforts to communicate and inform all Entrants prior to the Event via email and/or official Star Wars Virtual Run Southeast Asia 2020 channels. In the event of cancellation or postponement of the Run, no refunds of payments and/or fees will be made unless the Organizer sees it fit to do otherwise.

c. Race entry is non-transferable and non-refundable.

d. The Organizer reserves the right to amend the Run routes and/or any other details pertaining to the Event, at any time without prior notice as the Organizer deems fit, for the safety of the Entrants and/or to prevent any potential hazards during the Event. The Organizer, sponsors and affiliates shall not be held liable for any loss or inconvenience caused due to such changes.

e. Entrants failure to observe the Rules and Regulations may result in immediate disqualification.

f. If the Entrant provides any information that is untrue, inaccurate, and/or not current or incomplete, or if the Organizer has grounds to suspect that such information is untrue, inaccurate, not current or incomplete, the Organizer may suspend or terminate the Entrant's registration and refuse any and all future use of the Official mobile application (or any parts thereof).

g. The Organizer may contact the Entrant from time to time by email. Any notice sent to the email address registered with the Organizer shall be deemed as received by the Entrant.

h. Assumption Of Risk/Liability Release And Indemnity- Entrant understands that incidental to Entrant's participation in the Run, Entrant may be engaging in activities that involve the risk of serious personal injury, illness, permanent disability,

dismemberment, and death, and that such participation may also involve the risk of severe economic and property loss and damage. Entrant understands that these risks may result from the actions, negligence and failure to act of itself and others (including, but not limited to, other individuals in attendance at the Run and to the Released Parties, as defined below) and from the condition of any property, facilities or equipment used. Entrant also understands that there may be risks involved that are not known to Entrant or to the Released Parties, and may not be foreseen or reasonably foreseeable by any of us at this time or at the time of the Run. Entrant agrees to assume all of the foregoing risks, which risks may include, among other things, muscle injuries and broken bones, as well as the risk of any negligence by other participants or by the Released Parties, and the risk of injury caused by the condition of any property, facilities or equipment used during the Run, and accept personal responsibility for any injury (including, but not limited to, personal injury, disability, dismemberment and death), illness, damage, loss, claim, liability, or expense, of any kind or nature, that Entrant or his/her property may suffer arising out of or in connection with my participation in the Run. Entrant on behalf of itself, and on behalf of his/her heirs, executors, administrators and next of kin, hereby releases, covenant not to sue, and forever discharge the Released Parties of and from all claims arising out of or in any way connected with Entrant's participation in the Run, and further agree to indemnify and hold each of the Released Parties harmless from and against any and all such claims including, but not limited to, all attorneys' fees and disbursements through and including any appeal. I understand that this release and indemnity includes any claims based on the negligence, action or inaction of any of the Released Parties and covers bodily injury (including death), property damage, and loss by theft or otherwise, whether suffered by Entrant before, during or after such participation. For the purposes hereof, the "Released Parties" are the Organizer, Run sponsors and associated charities, and their respective parent, subsidiary, affiliated or related companies and the officers, directors, employees, agents, contractors, subcontractors, representatives, successors, assigns, and volunteers of each of the foregoing entities.

i. Physical Condition/Medical Authorization- Entrant certifies that he/she is physically fit for participation in the Run, has the skill level required in connection with the Run, and has not been advised otherwise. Entrant agrees that before he/she participates in the Run, Entrant will inspect all related race courses, facilities and equipment.

j. Disney and its parents, affiliates and subsidiaries are not responsible for the promotion, administration or execution of this Event.

k. These Official Rules have been prepared in the English language, which language shall govern the interpretation and construction of these Official Rules. Any translation of these Official Rules shall be for reference purposes only, and this English language version shall always prevail in the case of inconsistencies between the English language version and any translation.

l. Governing Law and Jurisdiction:

(i) The Event and these Official Rules shall be governed by and construed in accordance with the laws of Singapore, without regard to the conflict of law's provisions therein. By participating in the Event, Entrant and his/her parent or

legal guardian irrevocably submit to the exclusive jurisdiction of the courts of Singapore for the purpose of resolving any dispute, disagreement, difference, controversy or claim of any kind whatsoever arising under, out of, relating to or in connection with this Event or these Official Rules.

(ii) These Official Rules are not intended to confer rights on any third party, whether pursuant to the Contracts (Rights of Third Parties) Act (Cap 53B) of Singapore or otherwise, and no third party shall have any right to enforce any provision of these Official Rules.