

TERMS AND CONDITIONS
OF
SPORT SINGAPORE'S
ACTIVE PARENTS CONTEST

BY PARTICIPATING IN THIS CONTEST YOU HEREBY CONFIRM THAT YOU HAVE READ, UNDERSTOOD AND AGREED TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS.

1. The Organiser

1.1 The Active Parents Contest (the "Contest") is organized by the Singapore Sports Council (rebranded as 'Sport Singapore' with effect from 1 April 2014 and hereinafter referred to as "SportSG") of 3 Stadium Drive, Singapore 397630.

2. Eligibility

2.1 The Contest is open to all Singapore citizens and permanent residents (except for SportSG's employees and their immediate family members).

3. Entry Requirements/Criteria

3.1 Your Entry must be your original work. SportSG reserves the right to disqualify any participant whose Entry is subsequently discovered not to be your original work. In such event you agree to indemnify SportSG against any damages, losses, costs or expenses it may suffer or incur as a result thereof including but not limited to the claims by the owner of the work and the return of any prizes awarded in this Contest or its monetary equivalent.

3.2 SportSG reserves the right to disqualify your Entry if:-

3.2.1 it is deemed incomplete and/or any incomplete or insufficient submission of personal details (where so required)

3.2.2 it believes that you have either tampered with the entry process or have submitted an Entry otherwise than in accordance with these conditions

3.3 Any Entry that fails to meet any requirement(s) stipulated in these terms and conditions shall be disqualified. No appeals against such disqualification shall be entertained.

4. Contest Winner Notification and Collection of Prizes

4.1 SportSG will notify the winners of the Contest by personal message on Facebook and/or by email, and shall not be liable for late, lost, misdirected or unsuccessful efforts to contact and notify the winners. If winners do not acknowledge the notification within **seven (7) working days** from the date of Notification, prizes may be forfeited, withdrawn or given to a reserve winner at the sole and absolute discretion of SportSG.

4.2 Proof of identity must also be provided at the point of collection. No right to compensation shall accrue nor be given to the winner if he/she fails to provide proof of identity as well as his/her relevant Personal Details accurately to SportSG at the point of collection or fails to claim the prize in accordance with the collection instructions provided in the Notification.

- 4.3 Each participant upon submission of his/her Entry grants to SportSG an irrevocable, perpetual and royalty-free license to use the Entry for such uses and in such manner as it deems fit. SportSG may request that the prize winners turn up for a photo shoot.
- 4.4 Each participant upon his/her participation in the Contest also grants SportSG, the right to publicize the winner's name as SportSG may deem appropriate to use, (including, without limitation, the right of SportSG to use said items for publicity purposes and communications related to the Contest).

5. Prizes

- 5.1 All prizes are non-transferable, non-refundable and non-exchangeable for cash or credit, and are subject to any terms and conditions as may be imposed by the merchant, service provider or supplier of the prizes, if any. SportSG shall not be liable for any variation in the prizes or prize values.
- 5.2 Notwithstanding anything in these terms and conditions to the contrary and without prejudice to this clause, SportSG reserves the right at any time and at its sole and absolute discretion, to substitute, withdraw or cancel any prize or make changes to the value and/or number of the prizes at any time without prior notice and without having to disclose any reason therefore and without any payment or compensation whatsoever in lieu thereof.
- 5.3 All ancillary costs and expenses, duties, value added taxes or tax liability incurred by the winner as a result of winning or otherwise in connection with the prize, shall be the sole responsibility of the winner. SportSG shall not be liable for any taxes (including but not limited to income tax), costs, expenses or duties that may arise from the winning of or otherwise in connection with the prize. Please also take note of the local laws and regulations which may govern the issuance or receipt of or otherwise in connection with the prize.
- 5.4 Without prejudice to this clause, to the fullest extent permitted by law, SportSG excludes all liability for any loss or damage whatsoever suffered (including, without limitation, indirect or consequential loss), or for personal injury suffered or sustained in connection with the Contest or as a result of issuance, receipt and use of, or otherwise in connection with any of the prizes.

6. Participant's warranties and undertakings

- 6.1 By participating you represent, warrant, undertake, agree and/or acknowledge that:
 - 6.1.1 the information, details and particulars submitted by you to SportSG are true, accurate and complete. Any incomplete Entry (including failure to furnish any required details) may be disqualified from the Contest at SportSG's sole and absolute discretion;
 - 6.1.2 you are the sole legal and beneficial owner of all intellectual property rights to your Entry and your Entry does not infringe on any copyright or other intellectual proprietary right of any third party, and you agree to indemnify and hold SportSG harmless from and against any and all claims, losses, damages, liability and costs resulting therefrom;
 - 6.1.3 you grant to SportSG (upon your participation) an irrevocable, royalty-free perpetual licence to use your Entry for publicity and communications purposes related to the Contest and/or SportSG generally on websites, during presentation, on or in any printed or video materials, or in any other mode(s);
 - 6.1.4 you will not submit an Entry that defames, abuses, harasses, stalks, threatens or otherwise violates the legal rights (such as rights of privacy) of others;

6.1.5 you will not submit an Entry that is obscene, pornographic, sexual, indecent, excessively violent or otherwise inappropriate or contains unlawful material or information; and

6.1.6 you have read and understood, and thereby agree to all the terms and conditions of participation in the Contest as set out herein, including all amendments, additions, replacements and modifications hereto as may from time to time be made by SportSG. SportSG shall notify participants and the public of such amendments by a notification to be posted on the Active Parents Website and/or Facebook Page.

7. Miscellaneous

Personal Details

7.1 SportSG may collect your personal details in order to conduct the Contest, and may pass that information to its related bodies, corporations and agencies assisting with the Contest.

7.2 By participating in the Contest, you consent to the public disclosure of your Personal Details including your name, your photo and/or your Entry for publicity purposes of SportSG in relation to the Contest.

Contest Fitness and Variation

7.3 The Contest Period may be extended or shortened at SportSG's sole and absolute discretion.

7.4 SportSG reserves the right to disqualify and remove – in its sole and absolute discretion, any Entry which it deems inappropriate. In the event of the aforesaid disqualification or removal, no explanation will be provided by SportSG.

7.5 Without prejudice to other clauses hereto enabling SportSG to disqualify any Entry, SportSG reserves the right to declare any Entry void and to modify the Contest or any part thereof or to cancel the entire Contest at any time during the Contest Period should SportSG decide in its sole and absolute discretion that no Entries meet SportSG's required or desired standard.

7.6 Notwithstanding anything in these terms and conditions, SportSG reserves the right at any time and in its sole and absolute discretion to determine and/or amend, by addition to, deletion from or variation of, these terms and conditions without prior notification, including but not limited to the terms and conditions concerning the eligibility for the Contest, criteria for the Contest and the selection of winners.

Liability and indemnity

7.7 SportSG makes no warranties or representations whatsoever and whether express or implied, in respect of the Active Parents Website and/or Facebook Page or any of its contents (including but not limited to the merchantability or fitness for a particular purpose of the prizes or in relation to whether the content and delivery of the Active Parents Website and/or Facebook Page is free from errors, bugs or viruses, uninterrupted or repairable if damaged or impaired).

7.8 SportSG and its associated sponsors, if any, shall not be liable for any incomplete, lost, late, damaged, illegible or misdirected Entries for any reason whatsoever or problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, technical problems or traffic congestion on the internet or at any website, or any combination thereof, or any injury or damage to your or any other person's computer related to or resulting from participation in the Contest. SportSG shall not entertain nor be liable for any claims whatsoever in respect of whether a particular Entry from you was duly received and/or accepted for participation in the Contest.

- 7.9 You (including your heirs, executor and/or administrators) hereby agree to indemnify fully and hold SportSG and its directors, officers, employees, and assignees or any other associated sponsors thereof (the "Indemnified Parties") harmless from and against any and all claims, losses, liability or damages (including but not limited to economic loss, damage to any property or injury to or death of any person and any legal costs) that may be suffered or incurred by any of the Indemnified Parties arising whether directly or indirectly from:
- 7.9.1 any negligent act or omission or willful default, misconduct or fraud by you; or
 - 7.9.2 any action, claim, loss, damage, cost and expense whatsoever brought against, suffered or incurred arising from or in connection with any breach of the terms and conditions hereunder (including, without limitation to the generality of the foregoing, a breach of the representations, warranties, undertakings, agreements or acknowledgements hereof) by you.
- 7.10 Neither SportSG nor SportSG's employees, affiliates, representative offices, authorized agencies or any other associated sponsors associated with the Contest shall be held liable for any failure or omission to carry out the Contest in accordance with these terms and conditions or for any loss or damage suffered by you in relation to the Contest or your participation therein, including where such failure, omission, loss or damage arises out of or in connection with any event of force majeure, including without limitation any calamity or conditions, Acts of God, war or warlike hostilities, civil commotion, riots, blockades, embargoes, sabotages, strikes, fires, lockouts, shortages of material or labor, terrorist activity, epidemic, quarantine restrictions, health risk or any defect, failure, or any other occurrence beyond the reasonable control of SportSG, SportSG's employees, affiliates, representative offices, authorized agencies or any sponsor associated with the Contest, as the case may be.
- 7.11 The Contest and these terms and conditions shall be governed by and construed in accordance with the laws of Singapore, and by participating, you submit to the exclusive jurisdiction of the Courts of the Republic of Singapore.