

**TERMS AND CONDITIONS**  
**OF**  
**SPORT SINGAPORE'S**  
**GETACTIVE! SG55 SINGAPORE CHALLENGE**

**BY PARTICIPATING IN THIS CHALLENGE 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 **GetActive! SG55 Singapore Challenge** (the "Challenge") 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 Challenge is open to everyone registered with ActiveSG.

2.2 For participants aged below 18 years, it is mandatory to obtain the consent of your parent/guardian before participating in this Challenge.

**3. Duration of Challenge**

3.1 The Challenge shall run from 31 Jul 2020, 0000 hrs ("**Start Date**") to 31 Aug 2020, 2359 hrs ("**End Date**"), Singapore time (GMT +0800) (the "**Challenge Period**").

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

**4. ActiveSG Sport Centre Challenge Participation Requirements/Criteria**

4.1 Participants must adhere to the safe distancing measures pursuant to the relevant laws, rules and regulations, including but limited to all SportSG's guidelines when attempting the challenges or the activities.

4.2 A score card will be provided for Challenges attempted at ActiveSG Sports Centres. The score card must be duly endorsed and presented to the guest office, upon exchange of the collectible Nila card.

4.3 A minimum accumulation of 300 energy points with completion of 1 nation building activity is required for exchange of 1 collectible Nila card. SportSG will not be responsible nor replace any loss of the collectible Nila card(s).

4.4 The awarding of points to each challenge or activity by ActiveSG sports champions are final and no appeal against the decision shall be entertained.

4.5 The exchange of collectible Nila cards shall run from 31 Jul 2020 to 31 Aug 2020 between 9am to 9pm daily.

4.6 Do not do any of the challenges if your physician or health care provider advises against it. If you experience faintness, dizziness, pain or shortness of breath at any time during the challenges you should stop immediately.

4.7 You should understand that when participating in any exercise or exercise program, there is the possibility of physical injury. If you engage in this exercise or exercise program, you agree that you do so at your own risk, are voluntarily participating in these activities, assume all risk of injury to yourself, and agree to release and discharge SportSG from any and all claims or causes of action, known or unknown, arising out of your engagement in this ActiveSG Sport Centre Challenge.

## 5. Entry (Video/Picture Submission) Requirements/Criteria

- 5.1 The entry submission of picture or video must be your original work. 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.
- 5.2 SportSG reserves the right to disqualify your Entry if:-
  - a) participant does not display competency to complete the intended challenge or activity;
  - b) video format is incompatible;
  - c) image is compromised/damaged resulting in inability to have a clear view of the content;
  - d) your content has infringed any intellectual property right;
  - e) it is deemed incomplete and/or inappropriate; and/or
  - e) it believes that you have either tampered with the entry process or have submitted an Entry otherwise than in accordance with these conditions
- 5.3 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.
- 5.4 Each participant upon submission of his/her entry grants to SportSG an irrevocable, perpetual and royalty-free license to use the entry for publicity and communications purposes related to the Challenge.
- 5.5 Online accumulated points for Entries for GetActive! In the Precinct, GetActive! Discovery and GetActive! Adventure may exchange for Nila cards at ActiveSG Sport Centres only after the Challenge period of 31 Aug 2020.

## 6. Redemption and Collection of Prizes

- 6.1 Redemption of prizes can only be done at Jurong East, Hougang, Toa Payoh, Yio Chu Kang and Our Tampines Hub ActiveSG Sport Centres.
- 6.2 Redemption period is from 1 Sept 2020 (“**Start Date**”) to 30 Sep 2020 (“**End Date**”), 0900 hrs to 2100 hrs daily Singapore time (GMT +0800) (the “**Redemption Period**”).
- 6.3 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.
- 6.4 The Redemption Period may be extended or shortened at SportSG’s sole and absolute discretion.

## 7. Prizes

- 7.1 All prizes are 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.
- 7.2 Prizes are available on a first-come-first served basis and each participant is entitled to only 1 prize redemption.
- 7.3 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.
- 7.4 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.

- 7.5 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 Challenge or as a result of issuance, receipt and use of, or otherwise in connection with any of the prizes.

## **8. Participant's warranties and undertakings**

- 8.1 By participating you represent, warrant, undertake, agree and/or acknowledge that:
- a. 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 Challenge at SportSG's sole and absolute discretion;
  - b. 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;
  - c. 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 Challenge and/or SportSG generally on websites, during presentation, on or in any printed or video materials, or in any other mode(s);
  - d. 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;
  - e. you will not submit an Entry that is obscene, pornographic, sexual, indecent, excessively violent or otherwise inappropriate or contains unlawful material or information; and
  - f. you have read and understood, and thereby agree to all the terms and conditions of participation in the Challenge as set out herein, including all amendments, additions, replacements and modifications hereto as may from time to time be made by SportSG.
  - g. If you are under the age of 18, you have obtained the consent of your parent and/or guardian to participate in the Challenge. Any references to consent in this terms and conditions shall refer to consent from your parent/guardian if you are under the age of 18.

## **9. Miscellaneous**

### Personal Details

- 9.1 SportSG may collect your personal details (and that of your parent/guardian if you are below 18) in order to conduct the Challenge.
- 9.2 By participating in the Challenge, 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 Challenge.

### Challenge Fitness and Variation

- 9.3 The Challenge Period may be extended or shortened at SportSG's sole and absolute discretion.
- 9.4 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.
- 9.5 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 Challenge or any part thereof or to cancel the entire Challenge at any time during the Challenge Period should SportSG decide in its sole and absolute discretion that no Entries meet SportSG's required or desired standard.
- 9.6 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 Challenge, criteria for the Challenge and the selection of winners.

Liability and indemnity

- 9.7 SportSG makes no warranties or representations whatsoever and whether express or implied, in 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 Challenge is free from errors, bugs or viruses, uninterrupted or repairable if damaged or impaired).
- 9.8 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 Challenge. 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 Challenge.
- 9.9 You (including your heirs, executor and/or administrators, parents and/or guardians (if you under 18 years of age)) 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:
- a. any negligent act or omission or willful default, misconduct or fraud by you; or
  - b. 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.
- 9.10 Neither SportSG nor SportSG's employees, affiliates, representative offices, authorized agencies or any other associated sponsors associated with the Challenge shall be held liable for any failure or omission to carry out the Challenge in accordance with these terms and conditions or for any loss or damage suffered by you in relation to the Challenge 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 Challenge, as the case may be.
- 9.11 The Challenge 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.