

TERMS & CONDITIONS GOVERNING THE CARING RUN / WALK / CYCLE EVENT

The Caring Run / Walk / Cycle Event (the “**Event**”) is organised by Caring SG Commuters Committee and managed by Eureka! Campaign Associates Pte. Ltd. (collectively, the “**Organiser**”) as part of the Caring Commuter Week. All Terms & Conditions (“**T&Cs**”) are subject to interpretation by the Organiser whose decision shall be final. In participating at www.caringcommuters.gov.sg/caringcommuterweek2022 for the Event, you shall be deemed to have accepted and agreed to abide by these T&Cs, including all subsequent revisions or amendments, and the terms of the Organiser’s privacy statement and website terms of use as amended from time to time, available [here](#) (“**Privacy Statement**”) and [here](#) (“**Terms of Use**”), and the terms of the Privacy Statement and Terms of Use are incorporated into these T&Cs by reference.

1. Overview of the Caring Run/ Walk/ Cycle Event

- 1.1. The Event seeks to motivate participants (each a “**Participant**” and collectively, the “**Participants**”) to take part in the Caring Commuter Week, and be active at the same time, by creating a “heart” shape via running, walking, or cycling along the route created on the map connected to the global positioning system (“**GPS**”).
- 1.2. The Event will be held from 15 October 2022, 1200 hours to 12 November 2022, 2359 hours (“**Official Event Period**”).

2. Participation Eligibility

- 2.1. All individuals currently residing in Singapore is eligible to participate in the Event. Participants below 18 years of age should obtain consent from their parents or legal guardians to participate in the Event.
- 2.2. All information submitted by Participants must be true, accurate, current and complete as at the time of submission. If a Participant provides any information that is untrue, inaccurate, not current or incomplete, or if the Organiser has any grounds to suspect that such information is untrue, inaccurate, not current or incomplete, the Participant’s submission may be rejected. The Organiser accepts no responsibility for any inability or failure to contact Participants arising from inaccurate or incomplete contact information.
- 2.3. The Organiser reserves the sole and absolute discretion to determine the eligibility of any person in relation to the Event, and may at any time before, during or after the Event, disqualify any person from participating in the Event without providing any reason.

3. The Event

- 3.1. Participants are encouraged to complete a distance of at least 1km by walking, running, or cycling along a route in the shape of a heart as tracked by GPS during the Official Event Period.
- 3.2. Participants must use one of the following GPS-based fitness mobile applications (“**Fitness Application**”) to record and track their routes:
 - a. Strava (<https://www.strava.com/>);
 - b. Runkeeper (<https://runkeeper.com/cms/>); or
 - c. Nike Run Club (<https://www.nike.com/sg/nrc-app>)

- 3.3. Participants must capture a screenshot of their journey on a map of Singapore to be submitted as proof of participation. Each Participant may only submit no more than 1 entry per Participant during the Official Event Period. To participate and qualify for the Event, Participants may either submit online or in person (onsite) at the Caring Commuter Week event.

Online Submission

- 3.3.1 Upload a screenshot of the completed heart-shaped route as captured by GPS with date and time of the Event, along with the Participant's name and residential address, during the Official Event Period via the submission form (<https://go.gov.sg/caringrunwalkcycle>);

Onsite Submission

- 3.3.2 Show the screenshot of the completed heart-shaped route as captured by GPS with date and time of the Event, along with the Participant's name and residential address, in person at the Caring Commuter Week event from 5 to 7 November 2022 at Toa Payoh Hub (more information on the event can be found on the website (www.caringcommuters.gov.sg/caringcommuterweek2022)).

- 3.4 Additionally, by participating in the Event, each participant further agrees that:

- 3.4.1 the copyright and all other intellectual property rights in and to all Participants' Personal Data including the photographs of these participants, screenshots of the routes and selfies submitted by the Participants ("**Material**") shall vest solely and absolutely in the Organiser without further compensation; and

- 3.4.2 to the maximum extent permissible under law, each participant hereby waives its moral rights comprised in and to all Material in favour of the Organiser.

- 3.5 By submitting for the Event, Participants agree to receive emails from the Organiser in relation to the Event.

- 3.6 The Participants' access to the Internet and/or Event may be prevented and/or interrupted by circumstances beyond the reasonable control of Organiser including, without limitation, unavailability or interruption of the Internet or other electronic or telecommunication services and network transmissions ("**Service Disruption Event**"). The Organiser will not be responsible or liable for any losses and/or indirect or consequential damages arising out of or in connection with any such Service Disruption Event.

- 3.7 The Participants are solely responsible for providing, at their own expense, all equipment necessary to participate in the Event, including but not limited to a computer and their own internet access (including payment of third-party charges associated with such access, as applicable). The Participants' use of any software application in connection with the Event is solely at the Participants' own risk and may further be subjected to the relevant third-party service provider's terms and conditions which the participants should carefully review. The Participants shall be responsible for maintaining the confidentiality of their passwords and accounts with the third-party service provider and for any and all statements made and acts

or omissions that occur through the use of the passwords and accounts, including any mail or other forms of communication sent and any charges incurred.

4. Prizes

4.1. Participants can choose to either submit online or onsite to redeem prizes.

Online Submission

4.2. Upload a screenshot of the completed heart-shaped route as captured by GPS with date and time of the Event, along with the Participant's name and residential address, during the Official Event Period via the submission form (<https://go.gov.sg/caringrunwalkcycle>) for a limited edition prize; and if:

4.2.1 The Participant uploaded a selfie on their own Instagram account (public) with the Caring IG filter (www.caringcommuters.gov.sg/caringcommuterweek2022), the Participant will be eligible for a higher tier limited edition prize (only the higher tier prize will be awarded).

Onsite Submission

4.3. Show the screenshot of the completed heart-shaped route as captured by GPS with date and time of the Event, along with the Participant's name and residential address, in person at the Caring Commuter Week event from 5 to 7 November 2022 at Toa Payoh Hub (more information on the event can be found on the website (www.caringcommuters.gov.sg/caringcommuterweek2022)) for a higher tier limited edition prize.

4.4. In respect of Clause 4.2 of these T&Cs, a Participants eligible for prizes from more than 1 tier, only the prize of higher value will be awarded.

4.5. All prizes will be awarded based on a first come first served, while stocks last basis. Participants who submit online will be contacted via email from caringrun@eurekacampaign.com to arrange for the collection of prizes.

4.6. The Organiser reserves the right to forfeit the prize in the event that the Participant has already been awarded. Any Participant whose prize has been forfeited shall not be entitled to any compensation, whether or not he/she has been notified of such forfeiture.

4.7. All prizes given out are non-transferable, non-exchangeable for any other item. The Organiser may without prior notice, replace, change or substitute any rewards with another of similar value, subject to availability.

5. Data Protection

5.1. "**Personal Data**" shall have the same meaning as defined in the Personal Data Protection Act 2012.

- 5.2. By signing up for the Event, Participants consent to the collection, use and disclosure of their Personal Data by the Organiser with other Government agencies to verify their Personal Data for the purpose of this Event and/or any other related purpose.
- 5.3. Participants' Personal Data will not be shared with non-Government entities, except where such entities have been authorised to carry out services relating to the Event, such as service providers to the Organiser or third-party contractors involved in the Event.
- 5.4. Participants agree and consent to the Organisers using their names submitted in the Event without prior notice or compensation for publicity purposes for 1 year after the end of the Event.

6. Health Advisory

- 6.1. Every Participant is responsible for his/her involvement in the Event. The Organiser, and its subsidiaries and affiliates, and the officers, directors, employees, agents, representatives, successors, assignees, and insurers of such entities will not be liable for any loss of or damage to personal property, injuries, mishaps, sickness and/or death that may occur during or otherwise arising from the Event. Every Participant needs to be aware that his/her participation in the Event may be physically demanding and may involve a certain amount of risk and in choosing to participate, every participant acknowledges that he/she accepts all risks associated with participation in the Event and that such acceptance is a precondition to his/her participation.
- 6.2. Every Participant shall therefore not hold the Organiser and its subsidiaries and affiliates, and the officers, directors, employees, agents, representatives, successors, assignees, and insurers of such entities liable for any damage to or loss of property or any injury or loss of life which may be sustained by the participant during the course of or arising from any cause in connection with his/her participation in the Event.
- 6.3. Every Participant acknowledges the disclaimer waiving all claims against the Organiser and its subsidiaries and affiliates, and the officers, directors, employees, agents, representatives, successors, assignees, and insurers of such entities within the framework of the Event.
- 6.4. Participants are strongly encouraged to seek consultation from their own medical practitioners prior to registration and before participation in the Ride Event.

7. General

- 7.1. To the best of the knowledge of the Organiser, the information presented on the event website is believed to be correct. The Organiser does not accept responsibility for any actions taken on the basis of this information, neither does it accept any liability for omission or errors of fact contained herein.
- 7.2. Without prejudice to any other provision in these terms and conditions, the Organiser and its subsidiaries and affiliates, and the officers, directors, employees, agents, representatives, successors, assignees, and insurers of such entities shall not be liable for or in respect of any expenses, losses, costs damages, liabilities or other consequences of whatsoever nature

(collectively “**Losses**”) suffered or incurred directly or indirectly by the Participants of the Event howsoever caused or arising and without limiting the generality of the foregoing, whether by reason of or on account of any act or omission whether negligent or otherwise on the part of Organiser or its servants or agents (to the extent limited by law), even if Organiser or its agents or employees are advised of the possibility of such Losses.

- 7.3. To the maximum extent permissible by law, the Organiser and its subsidiaries and affiliates, and the officers, directors, employees, agents, representatives, successors, assignees, and insurers of such entities shall not be liable in any way to anyone if, for any reason, any aspect of the Event is not executed as planned, including without limitation, by reason of infection by computer virus, network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause of whatsoever nature beyond the control of the Organiser which corrupts or affects the administration, security, fairness, integrity or proper conduct of the Event. The Organiser may, at any time and in its sole discretion, cancel, terminate, modify or suspend this Event, or invalidate any affected submissions, without being liable in any way to anyone.
- 7.4. The Organiser reserves the right to disqualify or suspend a Participant’s participation, and withdraw or claw back any rewards provided under the Event from any Participant at its sole discretion if:
- 7.3.1 Participant(s) are abusive to the staff of the Organiser at any point of contact;
 - 7.3.2 Participant(s) failed to provide true, correct and accurate information at any point of contact; or
 - 7.3.3 the Organiser discovers or has reasonable grounds to suspect that:
 - i. The Participant has attempted to undermine or have undermined the operation of the Event by fraud, cheating, deception, dishonest means or otherwise manipulating the mechanics of the Event including without limitation the unauthorised use of profiles not belonging to the Participant, in which event, the Participant may be referred to the relevant law enforcement agencies for investigation; or
 - ii. The Participant has received any prize in the Event pursuant to a glitch or technical error.
- 7.5. The Organiser reserves the sole and absolute right to decide all matters relating to the Event and any decision made on any matters relating to the Event shall be undisputed, final and binding. Except as expressly specified in these T&Cs, the Organiser shall not be obliged to enter into any correspondence with any participant or any other party on matters in relation to the Event.
- 7.6 The Organiser expressly disclaims any liability for the third-party service provider’s use of any Personal Data the participants provide to it.

7.7 These T&Cs shall be governed by and construed in accordance with the laws of Singapore. Participants submit to the exclusive jurisdiction of the Singapore courts.

8. Contact Details

8.1 For enquiries, please contact Niki at caringrun@eurekacampaign.com. The Organiser will respond within 3 working days.