

TERMS AND CONDITIONS

CHANGI JURASSIC RUN 2022 HYBRID EDITION

1. INTRODUCTION

- 1.1 The CHANGI JURASSIC RUN 2022 Hybrid Edition (“**Event**”) is co-organised by the Changi Airport Group (Singapore) Pte Ltd (“**CAG**”), and 42Technology Pte Ltd (“**42Race**”) (collectively referred to herein as the “**Organisers**”). These terms and conditions apply to both the virtual and In-Person Events and are found at <https://web.42race.com/race-bundle/changijurassicrun2022> (the “**Official Website**”). The terms and conditions that apply to the Platform are found at <https://web.42race.com/events>. These terms and conditions and the terms and conditions applying to the Platform are collectively referred to herein as the “**Terms and Conditions**”.

The Organisers may amend these terms and conditions, suspend, discontinue, or restrict access to, the Event temporarily or permanently in their sole discretion without notice to the participants. Unless stated otherwise, any revision or update takes effect immediately. A Participant’s continued access and/or use of the Official Website or Platform after a revision or update to these Terms and Conditions constitutes his/her binding acceptance of the revised or updated Terms. Participants should check the Official Website and Platform regularly for the latest updates on the Terms and Conditions and Event information.

- 1.2 Participants should take note that race registrations are not transferable nor refundable, nor can the Participant change race categories upon confirmation of his/her registration.

2. REGISTRATION

- 2.1 By signing up for the Event, including but not limited to completion and submission of the online registration form, each participant of the Event (the “**Participant**”) acknowledges and agrees that the Terms and Conditions apply to his/her participation in the Event, and agrees to abide by the Terms and Conditions as amended from time to time. The Participant agrees that registration in the Event is personal to the Participant and is not transferable to any other person, nor will any other person be permitted to participate in the Participant’s place.

- 2.2 The Participant declares as a condition of entry into the Event that:

- (i) the Participant has undertaken appropriate and sufficient training for the Event;
- (ii) the Participant is not aware of any illness, injury, or physical disability that may cause or result in injury or death during or as a consequence of participating in the Event;
- (iii) the Participant shall keep himself/herself informed of and shall be responsible for assessing the dangers, hazards and other risks of taking part in the Event notwithstanding

any actions or activities undertaken by the Organisers or its contractors in promoting, staging or marketing of the Event; and

(iv) the Participant declares that he/she has provided true, accurate, current and complete information about himself/herself in the registration form (the "**Registration Data**") (online or otherwise); and agrees to maintain and promptly update the Registration Data to keep it true, accurate, current and complete if there are any changes after registration.

- 2.3 The Participant declares that the decision to take part in the Event is entirely his/her own decision, and accepts all risks associated with participating in the Event, including but not limited to the loss of life and/or any injury, including but not limited to permanent injury.
- 2.4 The Organisers reserve the right to remove the Participant if the Organisers determine in their sole opinion that the Participant is physically incapable of continuing with the run to prevent him/her from causing greater harm or injury to himself/herself. In the event of an injury, accident or illness affecting or suffered by the Participant while taking part in or at the Event, the Participant consents to receiving emergency medical aid or preventive treatment as may be deemed necessary or advisable in the unfettered discretion of medical personnel attending or present at the Event.
- 2.5 The Participant acknowledges and agrees that the Organisers and/or their representatives may refuse entry to, remove the Participant or require the Participant to leave from the Event and vicinity and/or exclude the Participant from participating in the Event and related activities without giving any reason. Without limiting the foregoing, the Organisers and their representatives may also take any of the aforementioned action if it is necessary or appropriate to do so in the Organisers' and/or their representative's sole opinion, (i) due to inappropriate, offensive, abusive or other disruptive behaviour by the Participant; (ii) to preserve property or prevent damage to property; (iii) to prevent injury to or for the safety of the Participant or other Participants and visitors to the Event; (iv) for medical, health or safety reasons; and/or (v) to prevent or stop unauthorized or illegal activities (such as but not limited to ambush marketing or protesting).
- 2.6 Where the Event is or would be adversely affected by conditions beyond the Organisers 'reasonable control' as determined by the Organisers, such as inclement weather, or other hazardous conditions including but not limited to the outbreak of MERS, H1N1, COVID-19, etc. (based on advisories from the Ministry of Health) or haze (where the air quality pollutant standards index rises above the acceptable PM2.5 readings or based on advisories from the National Environment Agency), the Organisers reserve the right to delay the commencement of the Event, or cancel or postpone or reschedule the Event without any prior notification. The Organisers shall not be liable to any Participant in the event of such delay, cancellation, postponement or rescheduling of the Event, and shall not be obligated to refund registration fees.
- 2.7 Purchasing of Event Ticket. Payment for the Event ticket can only be made via credit card through the third-party payment service provider, "Stripe" ("**Payment Method**"). The Participant declares that he/she has provided a current, valid and accepted credit card to use the Service. The foregoing does not limit or waive the Organisers' rights to seek payment directly from the Participant through any other method, should the Payment Method fail. The Participant may edit his/her credit card information by contacting Stripe at info@stripe.com. If payment is not successful, due to expiration, insufficient funds, or otherwise, and the Participant does not edit his/her credit card information or cancel his/her

account, the Participant remains responsible for any unpaid purchases or fees and authorizes the Organisers to continue billing with the Payment Method. This may result in a change to the participant's payment billing date.

- 2.8 The terms of the Participant's payment will be based on his/her credit card and may be determined by agreement between the Participant and his/her financial institution, or other credit/debit card issuer. The Organisers disclaim all liabilities associated with the security of the Payment Method. Participants shall be responsible to resolve any disputes with his/her financial institution, credit/debit card issuer or provider.
- 2.9 The Participant agrees that the fees and costs of the Event ticket shall be subject to all prevailing statutory taxes, duties, fees, and/or charges (including but not limited to sales and goods and services taxes) ("**Taxes**"), wherever applicable, as may be in force at the relevant time. If any such Taxes are denominated in a foreign currency that is different to the currency in which the fees and costs of the Event ticket is charged ("**Local Currency**"), such foreign currency may be converted to the Local Currency by the Organisers or the Payment Method. The Participant further agrees to use his/her best efforts to do everything necessary and required by the relevant laws to enable, assist and/or defend the Organisers to claim or verify any input tax credit, set off, rebate or refund in respect of any taxes paid or payable in connection with the Service.
- 2.10 The Participant's registration for the Event is only confirmed upon successful payment and issuance of a confirmation email. The Event is strictly non-refundable and the Participant is not permitted to change his/her selected challenges/categories.
- 2.11 Once the registration form has been duly processed and accepted, there will be no refund of registration fees even if the Participant fails, for whatever reason, to take part in the Event. The Organisers will only process and accept duly completed online registration forms through the designated Platform. It is the responsibility of the Participant to check that he/she has duly completed and submitted the online registration form and to check that such registration has been accepted by the Organisers. The Organisers will not be responsible for incomplete entry details or failure to process and accept the Participant's registration form.
- 2.12 The Organisers reserve the right to suspend or terminate the Participant's 42Race account without compensation to him/her and/or prevent him/her access to the Platform if he/her is found to have repeatedly violated the Terms and Conditions. The Organisers reserve the right to cancel or postpone the Event, or to modify any part of the Event, including the date, course and/or location, at any time without prior personal notice to the Participant. In the event of such cancellation, postponement or modification, the Organisers will post the details of cancellation, postponement or modification on the Official Website, and may inform the Participant prior to the date of the event. If the Event is cancelled or postponed or modified, there shall be no refund of registration fees paid unless otherwise determined by the Organisers in their sole discretion, and the cancelled or postponed event may not be rescheduled, and the Organisers shall not be liable for any loss or inconvenience caused.
- 2.13 The Organisers reserve the right to set the fees for different categories of participation in the Event at their sole discretion.
- 2.14 Each Participant certifies that he/she is 18 years of age or older at the time of registration for the Event. If a Participant is below 18 years of age, the Participant must seek the consent of his/her parent or guardian before registering and participating in the Event, and in such an

instance, the parent or guardian of the Participant certifies that he/she has read and fully understands, and agrees to these Terms and Conditions for and on behalf of the Participant.

2.15 Each participant must have one Platform account in order to register for the event (i.e., each runner must have a 42Race account to register for the Event). Any Participant who creates multiple accounts with single identity or multiple identities shall be in violation of these Terms and Conditions and shall have his/her account(s) suspended or terminated and shall not be allowed to have access to the Platform upon such suspension or termination. The Organisers have the right to review and investigate all allegations of fraudulent or unauthorized activities and to take all measures deemed necessary to ensure a fair sign-up scheme is implemented accordingly.

3. EVENT CATEGORIES

3.1 The Event will have the following race categories:

(i) Virtual Challenge Run or Ride

(ii) On-ground 4KM Run/Walk

3.2 A Participant who has registered for the On-ground 4KM Run/Walk agrees to follow the designated route, observe traffic rules and obey all directions and instructions given by the Event officials, Organisers' security, the Singapore Police Force, and other official personnel.

3.3 The Organisers reserve the right to delay the commencement of the Event or any part thereof in the event of inclement weather, or other hazardous conditions, prior to or on the Event day. In the event that inclement weather or other hazardous conditions persist, the Organisers reserve the right to reschedule or cancel the race without any refund of registration fees.

3.4 The Organisers reserve the right to replace any winner if he/she is disqualified or subsequently disqualified.

3.5 No animals, or any form of wheel-run objects of transport (such as but not limited to inline skates, prams, push cars, shoes with built-in or attached rollers, handcycles, electronic scooters, geared vehicles, bicycles, or skateboards), balls or other accessories that may cause injury, are allowed on the designated course during the race except for official race and medical vehicles.

3.6 No Baggage deposit services will be provided on the day of the Event. The Participants are advised not to bring any personal belongings to the race on the day of the Event. The Organisers shall not be responsible nor have any liability for any loss or damage to the Participant's belongings that are brought by or left by the Participant in the vicinity of the race and/or Event Space.

3.7 No drones or any other type of flying objects will be permitted at the Event without the prior written consent of the Organisers.

3.8 The Organisers reserve the right to inspect any bag, electronics, attachments or accessory of the Participant at any time during the event, including at the starting or finish lines.

4. PROMOTION CODES & REFERRALS

- 4.1 The promotion code (“**Promo Code**”) is not transferable, exchangeable, convertible or redeemable for cash.
- 4.2 The Promo Code cannot be combined or accumulated with other offers or promotion codes.
- 4.3 The Promo Code may only be used pursuant to the specific terms that the Organisers have established for such promo code, in marketing websites or collateral that the Organisers may provide to the Participant. A Participant must enter the Promo Code into the “Promo Code” field prior to completing the order for the purchase of the Event ticket in order to use the Promo Code.
- 4.4 There is no limitation on the number of referrals that the Participant can make. The Participant can refer as many friends as he/she like if the referral policy is still in effect.
- 4.5 The Organisers reserve the right to withhold, deduct or remove credits or other features or benefits obtained using a Promo Code by the Participant or any other user if the Organisers determine or believe that the use or redemption of the Promo Code was in error, fraudulent, illegal or in violation of the applicable promotion code terms or these Terms and Conditions.
- 4.6 The Organisers reserve the right to change, suspend, cancel and/or waive the Promo Code and its applicable terms at the Organisers’ sole and absolute discretion without notice or liability to the Participant.
- 4.7 The Organisers may offer promotional offers or discounts with different features and different rates at their sole and absolute discretion to different Participants or groups of Participants. Each Participant agrees that such promotional offers or discounts, unless also made available to him/her, shall have no bearing on his/her use of the Service or participation in the Event.

5. EVENT PRIZES

- 5.1 Winners will be notified via email or telephone (based on the details provided at registration) within 7 working days of the end of the Event. Run prizes are to be self-collected or the Winner may arrange a courier to collect it on the Winner’s behalf. If a winner does not respond within 14 working days of being notified, the prize will be forfeited.
- 5.2 Prizes are non-exchangeable, non-transferable and no cash alternative is offered. The Organisers reserve the right to replace the prize with an alternative prize of equal or higher value if circumstances beyond the Organisers control makes it necessary to do so.
- 5.3 The decisions of the Organisers with respect to the winner(s) and award of prizes for each category/challenge shall be final and binding on all Participants.

6. LUCKY DRAW

- 6.1 All Participants are eligible for the lucky draw.

- 6.2 The Organisers will have the final decision on all matters regarding the Lucky Draw. No correspondence or appeals shall be entertained in relation thereto.
- 6.3 The Organisers may change these terms under paragraph 6, suspend, or terminate the Lucky Draw without giving prior notice.
- 6.4 Winners will be notified via email or telephone (based on the details provided at registration) within 7 working days. Event prizes are to be self-collected / self-arranged via courier. If a winner does not respond within 14 days of being notified, his/her prize will be forfeited.
- 6.5 Lucky Draw prizes are non-exchangeable, non-transferable and no cash alternative is offered. The Organisers reserve the right to replace, at their sole discretion, a prize with an alternative prize of equal or higher value.

7. DECISIONS OF ORGANISERS FINAL

- 7.1 The Organisers have the sole and absolute discretion to make any decision regarding the Event and shall have no obligation to provide any reasons. A Participant who takes part in the Event shall be deemed to have agreed and acknowledged that the decisions of the Organisers are final and binding on him/her. The Organisers will not consider any appeal nor enter into any correspondence with any Participant.

8. SAFETY AND MEDICAL

- 8.1 Participants are strongly encouraged to go for a medical examination and/or consult their medical practitioner prior to completing the online registration, and also before and during the clock-in period/race day.
- 8.2 Participants are advised against the consumption of alcohol or stimulants or any kind of drugs within 24 hours before participating the Event.

9. NO LIABILITY

- 9.1 Each Participant is responsible for his/her involvement in the Event. Each Participant acknowledges that their participation in the Event may be physically demanding and may involve a certain amount of risk and in choosing to participate, the Participant acknowledges that he/she accepts all risks associated with participation in the Event and that such acceptance is a precondition to their participation. Each Participant understands that he/she will have to co-operate fully with the Organisers and diligently comply with all safety instructions, directions and requirements. To the maximum extent permitted by law, the Organisers, the sponsors, partners and their respective subsidiaries and affiliates, and the officers, directors, employees, contractors, agents, representatives, successors, assignees, and insurers of such entities shall not be liable for any claim, loss, damage, expense or liability that may arise out of the Participant's death or injury, mishaps, or sickness, and/or any loss or damage of any description (including but not limited to loss or damage to personal property) that may be suffered or sustained as a result of or in connection with the Participant's participation in the Event. In no event will the Organisers, the sponsors, partners and their respective subsidiaries and affiliates, and the officers, directors, employees, contractors, agents, representatives, successors, assignees and insurers of such entities be liable for any indirect, consequential, special or incidental loss, damage, expense or liability regardless of the form of action, whether in contract or tort (including negligence) arising from or in connection with the Participant's participation in the Event.
- 9.2 By participating in the Event, each Participant hereby agrees, to the fullest extent permitted by law, to release and waive any and all claims against the Organisers, the sponsors, partners and their respective subsidiaries and affiliates, and the officers, directors, employees, contractors, agents, representatives, successors, assignees, and insurers of such entities that may arise from or in connection with the Participant's participation in the Event.

10. 42RACE MOBILE APPLICATION

- 10.1 By accessing, browsing, downloading and/or using the Platform, the participant acknowledges that he/she agrees to comply with and be bound by the Terms and Conditions, including the 42Race Mobile Application Terms and Conditions set out herein, and at <https://web.42race.com/events>. If he/she disagrees with any part of the Terms and Conditions, he/she must discontinue his/her access and use of the Platform.

11. INTELLECTUAL PROPERTY

- 11.1 The Organisers are the owner (or the licensee, where applicable) of all proprietary and intellectual property rights on the Event (including all information, data, texts, graphics, visual interfaces, artworks, photographs, logos, icons, sound recordings, videos, look and feel, software programmed, computer code, downloadable files, software applications, medals, interactive features, tools, services) or other information or content made available on or through the Official Website and Platform.
- 11.2 The Organisers grant the Participant, subject to the Terms and Conditions, a non-exclusive, non-transferable, non-assignable, personal, limited license to access and use the Official Website and Platform for his/her own personal and non-commercial use. This license is revocable at any time without notice to the Participant. All rights not expressly granted to the Participant are reserved by the Organisers.

12. DISCLAIMERS ON THE USE OF THE OFFICIAL WEBSITE AND PLATFORM

- 12.1 While the Organisers and their contractors endeavor to ensure that the information and materials on the Event and Platform are correct, no representation, warranty or guarantee, express or implied, is given that they are complete, accurate, up-to-date, reliable or fit for the purposes for which they are intended. To the fullest extent permitted by law, the Organisers and their contractors do not accept any liability for any errors or omissions or incompleteness, or inaccuracies in the information or materials. The information and materials on the Event are provided to the Participant for information purposes only and on an "as is" and "as available" basis without representations, warranties or guarantees of any kind either express or implied.
- 12.2 The Organisers make no representation, warranty or guarantee:
- (a) that the Official Website and the Platform is appropriate or available for use in all countries or that the content complies with the laws of all countries. The Participant is responsible for ensuring that his/her access to and use of the Official Website and the Platform is not illegal or prohibited by and complies with, the laws of the jurisdiction in which he/she is accessing the Official Website and the Platform;
 - (b) that the Official Website and the Platform will be compatible with all hardware, software and operating system which the Participant may use; and/or
 - (c) about the quality, suitability, safety or reliability of the Organisers' or its contractors' services.
- 12.3 While the Organisers and their contractors endeavor to make the Official Website and Platform available 24 hours a day, the Organisers and their contractors make no representation, warranty or guarantee that the Participant's access to the Official Website and Platform will be uninterrupted, timely or error-free. The Organisers or their contractors may carry out repairs, maintenance or introduce new facilities and functions from time to time, which may cause

interruptions or other downtimes in the Participant's access to the Official Website or Platform. To the fullest extent permitted by law, the Organisers and their contractors disclaim all representations and warranties, whether express or implied, statutory or otherwise, and shall not be liable to any person if for any reason the Official Website and Platform is unavailable for any time or for any period, or if the use or access of the Official Website or Platform is interrupted or is performing slowly, or for any errors in or omission from, any information made available through the Official Website or Platform.

- 12.4 To the fullest extent permitted by law, the Organisers and their contractors shall not be liable to the Participant or any other person for any damage, claim, liability, expense or cost, arising out of or in connection with
- (a) any person's access and/or use of the Platform using the Participant's username and/or login password;
 - (b) any exposure to malicious software including but not limited to, viruses, computer worms, Trojan horses, spyware or other harmful forms of interference which may damage the Participant's computer system, mobile device, software, data or other property or that may expose him/her to fraud when he/she accesses or uses the Official Website and the Platform. For the avoidance of doubt, the Participant shall be responsible for installing and maintaining all necessary anti-virus or other anti-malicious software and taking other necessary precautions to ensure the safety and integrity of the process by which he/she accesses and uses the Official Website and the Platform from such malware; and/or
 - (c) any site linked from the Official Website and the Platform. Any link on the Official Website and the Platform to other sites does not imply any endorsement, approval or recommendation of, or responsibility for, those sites or their contents, operations, products or operators.

13. GPS APP AND USAGE

- 13.1 For non-treadmill results that are submitted to the Organisers, the Participant must submit the results via a GPS-based mobile app used to track athletic activity via satellite navigation and then upload and share such activities. The compatible GPS-enabled apps to clock the running distance, time, and route for the run are STRAVA and GARMIN. If a Participant uses other GPS-enabled apps, the Participant may need to manually upload the information onto the Platform (or Mobile App), and 42Race and/or the Organisers reserve the right to reject any such manually uploaded data if they have reasonable grounds to believe that the data has been tampered with or altered.
- 13.2 As with any GPS app or mobile data device, the accuracy of the location information shown on the tracking panel depends on, amongst other things, the quality of the connection between the Participant's device and the GPS satellites and the connection with the mobile phone network. These can be affected by environmental factors such as bad weather or the presence of tall buildings and information can be delayed, corrupted or lost. The information on the tracking panel is therefore to be regarded as being a guide to the location of the device at the time of the last update received from it and is subject to error. The use of the device and any of the GPS exercise tracking apps will be the responsibility of the Participant, and at the Participant's own risk. Neither 42Race nor the Organisers take any responsibility for the use of the device nor any GPS exercise tracking app, nor for any injury or death that may be caused to the Participant from such use. The usage of GPS routes is to showcase the distance completed by the Participant based on results submitted to ensure fair play among all Participants. If at any time the Organisers believe that a Participant has breached the Terms and Conditions or the terms of any other agreement with them

or are using the Participant's device and the GPS exercise tracking app in an improper or illegal manner or otherwise in a manner as to materially adversely affect the Platform, 42Race and/or the Organisers may immediately terminate or suspend the Participant's use of the Platform without notice.

14. PRIVACY

- 14.1 By registering and participating in the Event, the Participant acknowledges that he/she has read and understood the Data Protection Notice set forth at the end of the Terms and Conditions and consents to the collection, use, disclosure, processing and storing of the Participant's Personal Data (as defined in the Data Protection Notice). The Data Protection Notice forms part of the Terms and Conditions.

15. GENERAL

- 15.1 The Organisers may contact the Participant (if needed) by email or by posting a notice on the Platform. Notices will be deemed given 48 hours after the email is sent or notice is posted on the Platform. The Participant agrees that this satisfies all legal requirements in relation to written communications.
- 15.2 The Terms and Conditions are governed by and shall be construed in accordance with Singapore laws and each Participant agrees to submit to the exclusive jurisdiction of the Singapore courts.
- 15.3 Any cause of action arising out of or in connection with the Terms and Conditions or the Event must commence within one (1) year after the cause of action accrues. Otherwise, such cause of action shall be permanently barred.
- 15.4 A waiver of any provision or rights under the Terms and Conditions by the Organisers must be in writing signed by the authorised representatives of the Organisers.
- 15.5 Clauses which, by their nature, are intended to survive termination of these Terms, including clauses 4, 5, 6, 8, and 9, shall continue in force.
- 15.6 If any provision of the Terms and Conditions is found by a court of competent jurisdiction to be illegal, unenforceable, or invalid in any jurisdiction, that provision shall be deemed to be modified to the extent required to remedy the illegality, unenforceability or invalidity. If a modification is not possible, the provision shall be treated for all purposes as severed from the Terms and Conditions. The remainder of the Terms and Conditions shall remain in full force and effect and continue to be binding and enforceable on you.
- 15.7 The Participant may not assign the benefits and rights under the Terms and Conditions without the Organisers' prior written approval. The Organisers may assign the benefits, rights and liabilities under the Terms and Conditions without the Participant's consent to (i) their respective subsidiaries or related/affiliated companies; (ii) an acquirer of his/her equity, business or assets; or (iii) a successor by merger. No joint venture, partnership, employment, or agency relationship exists or shall arise between the Participant and the Organisers as a result of the Terms and Conditions.
- 15.8 If the Participant has any questions regarding the Terms and Conditions, please email the questions to contact@42Race.com

DATA PROTECTION NOTICE

This Data Protection Notice (“**Notice**”) sets out the terms upon which the Organisers and 42Race may collect, use, disclose, store or otherwise process the Personal Data of a Participant in accordance with the Personal Data Protection Act (“**PDPA**”). This Notice applies to Personal Data in the possession or control of the Organisers and 42Race, including Personal Data in the possession of persons that are engaged to collect, use, disclosing, process or storing Personal Data for the Organisers’ and 42Race ‘s Purposes (as defined below).

1. As used in this Notice,

- (i) “**Event**” means the CHANGI JURASSIC RUN 2022 Hybrid Edition co-organised by Changi Airport Group (Singapore) Pte Ltd (“**CAG**”) and 42Technology Pte Ltd;
- (ii) “**Participant**” means an individual who has set up an account on the Platform and/or who has registered to take part in the Event.
- (iii) “**Personal Data**” means data, whether true or not, about an individual who can be identified: (a) from the data; or (b) from that data and other information to which the Organisers and 42Race have or are likely to have access.
- (iv) “**Platform**” means the third-party mobile application that is managed by 42Race Pte Ltd (“**42Race**”), that is used to facilitate the run.
- (v) “**Purposes**” means the purposes for which Personal Data is collected, used, disclosed, processed and stored in connection with the Event as set out in paragraph 3 below.

2. By setting up an account on the Platform, registering and/or participating in the Event, the Participant acknowledges and consents to the privacy statements below and to the collection, use, disclosure, processing and storing of the Participant’s Personal Data as set out below.

3. The Organisers and 42Race and/or a third-party designated by the Organisers or 42Race will collect, use, disclose, process and/or store the Participant’s Personal Data (including information provided in the registration form) provided by the Participant, or from other sources for the purposes of processing and managing the Participant’s registration and participation in the Event, including but not limited to:

- (i) performing obligations in the course of or in connection with the provision of goods and/or services requested by the Participant such as the delivery of the Event Bags and prizes to the Participant;
- (ii) verifying the identity of the Participant, and responding to, handling, and processing queries, requests, applications, complaints, and feedback from the Participant;
- (iii) maintaining safety and security of the Event;
- (iv) facilitating the provision of support and assistance relating to the health and well-being of the Participant and others;
- (v) processing payment transactions;
- (vi) taking of photographs and videos during the Event for publicity and communications purposes;
- (vii) outreach and engagement to garner philanthropic support for CAG;

- (viii) sharing run submissions and journal entries or other social media postings of the Participant on the Organisers' and 42Race's social media and 'feed', which may be visible and viewed by the public in general, and which may be further downloaded and shared or re-shared by other users of the Platform or social media; and
 - (ix) responding to requests for information from public agencies, ministries, statutory boards, police, or other similar authorities (including but not limited to the Ministry of Defence, Ministry of Education and Ministry of Health) or other non-government agencies authorised to carry out specific Government services or duties from time to time.
4. The Organisers and 42Race may disclose the Participant's Personal Data to third-party service providers or agents involved in the Event (whether in Singapore or elsewhere in the world where such service providers are sited), for one or more of the above Purposes.
 5. The Organisers and 42Race may contact the Participant from time to time by postal mail, electronic transmission to the Participant's email address, and/or by phone call, text messages (SMS and mms) and/or by fax.
 6. The Organisers and 42Race may continue to collect, use, disclose, process and store the Participant's Personal Data for a reasonable period after the Event for the Purposes, including such period as to permit the Organisers and/or 42Race to enforce their rights under any contract.
 7. The Participant consents to the Organisers' and 42Race's use and publication for the Purposes, without compensation or other payment to the Participant, of any photographs, motion pictures, recordings, or any other records of the Event that may contain the Participant's image, voice, or statement, and to the use and publication of the Participant's name and race result in any form of media (including but not limited to the Official Website, newspapers, news media websites, social media platforms (such as tiktok, Instagram, twitter, facebook, weibo, etc).
 8. The Participant's consent extends to the Participant's GPS activity course and segment maps, derived from the GPS-based mobile apps and Garmin wearable devices, uploaded upon run submissions by the Participant. These will only be used for the purpose of verifying the Participant's run. The Participant is responsible for his/her election whether to share his/her GPS-based segment map on the Platform's social "Feed" in view of other users.

9. WITHDRAWING CONSENT

- 9.1 The Participant's consent to the collection, use, disclosure, processing and storage of his/her Personal Data shall remain valid until such time that the consent is withdrawn by him/her in writing. The Participant may withdraw consent by submitting a request in writing via email to the Data Protection Officer of the Organisers and 42Race at the contact details provided below, that he/she is withdrawing his/her consent and to stop using and/or disclosing his/her Personal Data for any or all of the Purposes listed above.
- 9.2 Upon receipt of the Participant's written request to withdraw his/her consent, the Organisers and 42Race will require a reasonable time (not less than 10 Business Days) to process the request.
- 9.3 Depending on the nature and scope of the Participant's withdrawal of consent, the Organisers' and 42Race may not be in a position to continue providing goods and/or services to the Participant. Without limiting the foregoing, a withdrawal of the Participant's consent to the collection, use, disclosure, processing and storing of the Participant's Personal Data will result in

a termination of the Participant's registration and participation in the Event.

10. ACCESS TO AND CORRECTION OF PERSONAL DATA

- 10.1 If the Participant wishes to make (a) an access request to access a copy of his/her Personal Data, or (b) a correction request to correct or update any of his/her Personal Data, held by the Organisers and 42Race, the Participant must submit a request in writing or via email to the Organisers' and 42Race's Data Protection Officer at the contact details provided below.
- 10.2 A reasonable fee may be charged for an access request. If so, the Organisers and/or 42Race (as the case may be) will inform the Participant of the fee before processing his/her request.
- 10.3 The Organisers and 42Race will respond to the Participant's request as soon as reasonably practicable.

11. PROTECTION OF PERSONAL DATA

- 11.1 The Participant agrees that no method of transmission over the Internet or method of electronic storage is completely secure. While security cannot be guaranteed, the Organisers and 42Race will take commercially reasonable steps to protect the security of the Participant's Personal Data.

12. ACCURACY OF PERSONAL DATA

- 12.1 The Organisers and 42Race generally rely on the Personal Data provided by the Participant (or his/her authorised representative). In order to ensure that the Participant's Personal Data is current, complete and accurate, the Participant is required to update the Organisers and 42Race if there are changes to his/her Personal Data by submitting his/her request in writing or via email to the Data Protection Officers at the contact details provided below.
- 12.2 If the Participant provides any Personal Data or information that is untrue, inaccurate, not current or incomplete, or if the Organisers and 42Race have grounds to suspect that such Personal Data or information is untrue, inaccurate, not current or incomplete, the Organisers and 42Race may suspend or terminate the Participant's registration and participation on the Platform and in the Event, and/or refuse any and all future use of the Official Website and the Platform.

13. RETENTION OF PERSONAL DATA

- 13.1 The Organisers and 42Race may retain the Participant's Personal Data for as long as it is necessary to fulfil the purposes for which it was collected, or as required or permitted by applicable laws, and will cease to retain the Participant's Personal Data in accordance with laws.

14. TRANSFERS OF PERSONAL DATA OUTSIDE OF SINGAPORE

- 14.1 The Participant acknowledges and consents to the Organisers and/or 42Race transferring the Participant's Personal Data out of Singapore to their third-party service providers or agents for the Purposes.

15. DATA PROTECTION OFFICER

15.1 The Participant may contact the Organisers' and 42Race 's Data Protection Officers at the following contact details if he/she has any enquiries or feedback on the respective personal data protection policies and procedures of the Organisers and 42Race, or if he/she wishes to make any request:

42Race Pte Ltd

To: The Data Protection Officer

Name: Augustine Chua

Email: dpo@42race.com

16. EFFECT OF NOTICE AND CHANGES TO NOTICE

- 16.1 The Organisers and 42Race may revise this Notice from time to time without any prior notice to the Participant. The Participant is advised to check for updates to this Notice from time to time on the Official Website. The Participant's continued use of the Platform and other services of the Organisers and/or 42Race, and his/her continued participation in the Event shall constitute his/her acknowledgement and acceptance of such changes.

42RACE MOBILE APPLICATION TERMS AND CONDITIONS

1. The Participant is solely responsible for his/her own internet connection/telecommunication charges incurred for accessing and connecting to the Platform.
2. The Participant may access, view the Platform and may save an electronic copy or print out a copy of the materials from the Platform, solely for his/her own personal and non-commercial use. All copies that he/she makes must be in the form as presented on the Platform and must include all applicable copyright and other notices on the Platform. He/she must not modify the paper or digital copies of any materials he/she has printed off or downloaded in any way, and he/she must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text or for any unauthorised use.
3. The Participant must comply always with any instructions for use of the Platform which the Organisers and/or 42Race make from time to time.
4. The Participant must keep his/her Platform's username and/or login password secure and (a) not permit any other person to use his/her username and/or login password, including not disclosing or providing it to any other person; and (b) immediately notify the Organisers and 42 Race if he/she becomes aware of any unauthorised use or disclosure of his/her username and/or login password, by sending an email to contact@42race.com.
5. The Participant must not:
 - (a) act in a way, or use or introduce anything (including any virus, worm, Trojan horse, time bomb, keystroke logger, spyware or other similar feature) that may compromise, damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, network, data or personal data stored on the Platform;
 - (b) use the Platform in any manner that could damage, disable, overburden or impair any of our servers, or the networks connected to our server, or interfere with any other party's access and use of the Platform;
 - (c) attempt to gain unauthorized access to the Platform, other 42Race members' accounts, computer systems or networks connected to the server, through hacking, password mining or any other means or interfere or attempt to interfere with the proper working of the Platform or any activities conducted on the Platform;
 - (d) obtain, or attempt to obtain, any information through any means not intentionally made available on or through the Platform;
 - (e) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Platform;
 - (f) license, sub-license, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Platform in any way;
 - (g) modify or create a derivative work based on the materials on the Platform, nor decompile, decipher, reverse-engineer or disassemble or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Platform in order to build a competitive product or service; build a product using similar ideas, features, functions or graphics of the Platform; or copy any ideas, features, functions or graphics of the Platform;

- (h) link to, mirror or frame any portion of the Platform;
- (i) cause or launch any programs or scripts for scraping, indexing, surveying, or otherwise data mining any portion of the Platform;
- (j) intentionally or unintentionally cause or attempt to cause physical or property damage or harm to any 42Race members; and/or
- (k) permit third parties (including other 42Race members) to use any Activities reserved under his/her own subscription plan, unless such Activities are reserved for a child's use, in which case, the child must be accompanied or supervised by him/her when he/she uses the Activities.

6. The Participant agrees to indemnify and hold the Organisers and 42Race, its affiliates, and each of the Organisers, 42Race and their respective directors, shareholders, employees, partners, agents, contractors, directors, suppliers, vendors and representatives harmless against all losses, damages, claims, liabilities, expenses or costs that arise from or in connection with:

- (a) access and/or use of the Platform;
- (b) breach of any of these Terms or any applicable law or regulation;
- (c) dealing with the Organisers and 42Race, including his/her breach of any terms set by the Organisers and 42Race or the rights of any third party, including the Organisers;
- (d) any other party's access and/or use of the Platform using his/her username and/or login password; and/or
- (e) any other party's breach of any of these terms where such party was able to access and/or use the Platform using his/her username and/or login password.

7. Any rights relating to the use of the Platform not expressly granted herein are reserved and no license or right is granted to the participants by implication, estoppel or otherwise

8. By signing up with 42Race, the Participant agrees to receive email and other communications in connection with the Platform from 42Race. For example, the Participant might receive review requests, activity reservations and cancellation confirmations, and friend requests from other 42Race members. Communications relating to his/her account will only be sent for important purposes, such as password recovery. The Participant will also receive a 42Race e-mail newsletter which he/she can opt out from receiving the e-mail newsletter by clicking the "Unsubscribe" link at the bottom of the e-mail.

9. CONTENT AND USE OF MESSAGING

9.1 In order to operate and provide the services through the Platform, the Participant grants the Organisers and 42Race a worldwide, non-exclusive, royalty-free, sublicensable, and transferable license to use, reproduce, distribute, create derivative works of, display, and perform the information (including the content) that the Participant uploads, submits, stores, sends or receives on or through the Platform. The rights he/she grants in this license are for the limited purpose of operating and providing the services (such as to allow the Organisers and 42Race to display the Participant's profile picture and status message, and transmit his/her messages).

9.2 The Platform may allow the Participant to participate in private chat rooms and to utilize messaging features to communicate with other users of the Platform. Subject to his/her compliance with these terms, the Organisers and 42Race grant him/her a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to use and access the Platform, solely for his/her personal and non-commercial use.

- 9.4 Any data, text, graphics, photographs, and any other materials uploaded to the Platform by the Participant is “his/her content.” The Participant represents and warrants that his/her Content is original to him/her and that he/she exclusively owns the rights to such content, including the right to grant all of the rights and licenses in these terms without the Organisers and 42Race incurring any third-party obligations or liability arising out of its exercise of such rights and licenses. All of the Participant’s content is his/her sole responsibility and the Organisers and 42Race are not responsible for any material that he/she upload, post, or otherwise make available.
- 9.5 The Participant agrees not to use the Platform in order to;
- (a) post, upload, transmit or otherwise disseminate information that is obscene, indecent, vulgar, pornographic, sexual or otherwise harmful.
 - (b) defame, libel, ridicule, mock, stalk, threaten, harass, intimidate or abuse anyone.
 - (c) upload or transmit (or attempt to upload or transmit) files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files or data, or any other similar software or programs that may damage the operation of the Service or other users' computers.
 - (d) attempt to obtain passwords or other private information from other 42Race members.
- 9.6 These terms of use are not meant to be exhaustive, and the Organisers and 42Race reserve the right to determine what conduct the Organisers and 42Race consider, in their sole discretion, to be a violation of the Terms & Conditions or improper use of the Platform and to act including termination of the Participant’s Platform Account and exclusion from further participation in the Platform and/or the Event.
- 9.7 The Participant acknowledges that the Organisers and 42Race have the right to view his/her Content (including but not limited to Messages). The Participant also acknowledges that the Organisers and 42Race have the right (but not the obligation) in their sole discretion to remove any of his/her Content and the Organisers and 42Race reserve the right to change, condense, or delete any of his/her Content. Without limiting the generality of the foregoing or any other provision of these Terms and Conditions, the Organisers and 42Race have the right to remove any of his/her Content that violates the Terms and Conditions or is otherwise objectionable and the Organisers and 42Race further reserve the right to refuse service without prior notice to any participant who violates the Terms and Conditions or infringes the rights of others.

10. THIRD PARTY ADVERTISING

- 10.1 42Race may allow third party advertisers to place advertisements on the Platform or any part thereof. Such advertisements will be clearly identified as originating from third parties. By using the Platform and/or Service, the Participant agrees to receive such advertising and marketing materials. If he/she does not want to receive such advertising and marketing materials, he/she should notify 42Race in writing. The Organisers and 42Race do not endorse, and will not be responsible for, the contents of such advertisements or for the Participant’s access, use, reliance, sale, purchase, or other action on his/her part with respect to the contents or subject matter of such advertisements.

11. PRIVACY

- 11.1 By accessing, browsing, downloading and/or using the Platform or by dealing with the Organisers and 42Race, the Participant acknowledges that he/she has read and understood the Data Protection Notice and agrees to the Organisers and 42Race collecting, using, disclosing, processing and storing his/her Personal Data in accordance with the manner as set out in the Data Protection Notice at <https://web.42race.com/terms>, as amended from time to time.

12. INTERNET AND MOBILE APPLICATION USE

- 12.1 The Participant acknowledges that the provision of his/her Personal Data to the Organisers and 42Race over the Internet is entirely at his/her own risk.
- 12.2 The Participant further acknowledges that if he/she posts his/her ratings and/or reviews on the Platform, his/her ratings and/or reviews will become public information and will be retained by the Organisers and 42Race even after his/her subscription plan has been terminated. The Participant's email address and phone number will not be visible to others through any rating and/or review that he/she posts.
- 12.3 The Organisers and 42Race use cookies (an alphanumeric identifier that is transferred to the Participant's computer or mobile device's hard drive so that the Organisers and 42Race can recognize the Participant's web browser or mobile device, track his/her visits to the Platform or remember his/her username and/or password each time he/she logs in) to monitor the Participant's use of the Platform. All such demographic data collected through cookies are not personal data and the Organisers and 42 Race may use this data in aggregated, statistical and/or anonymized form. The Participant may disable cookies by changing the settings on his/her web browser or mobile device, although this may mean that certain features on the Platform will not function properly if he/she sets his/her web browser or mobile device to not accept cookies.
- 12.4 The Participant who first installs his/her mobile application on 42Race mobile device, 42Race will set up an account associated with that mobile device ("Account"). 42Race will collect and use his/her Personal Data, in accordance with these terms and the Data Protection Notice, whenever he/she activates 42Race mobile application on that mobile device. This use includes linking his/her personal data with his/her Account. Most mobile platforms (iOS, Android, etc.) have different permission systems for obtaining the Participant's consent. The iOS platform will alert him/her the first time the mobile application wants permission to access certain types of data and will let him/her consent (or not consent) to that request. Android devices will notify him/her of the permissions that the mobile application seeks before he/she first uses the mobile application, and his/her use constitutes his/her consent.
- 12.5 The Platform may integrate with social sharing features and other related tools which allow the Participant to share information with his/her friends or the public, depending on the settings he/she establishes with the social sharing network. The social sharing network's use of his/her personal data made available by 42Race is governed by that social sharing network's privacy policy, not by these terms or the Data Protection Notice. By connecting the Participant's social sharing network account through the Platform, he/she agrees that the Organisers and 42Race may collect his/her Personal Data from his/her social sharing network account only in accordance with his/her privacy settings he/she have set up under his/her social sharing network account and for the Purposes provided under this Privacy Policy.
- 12.6 The Organisers and 42Race may automatically receive, record and store location services information from the Participant's computer or mobile device when he/she interacts with them. The Participant consents to the use, collection, processing and storage of anonymized location services information collected from him/her. Where the location services information is personally identifiable, 42Race will give him/her the options to manage his/her disclosure of this information. Depending on the functionalities available on the Participant's computer or mobile device, he/she may benefit from advanced options to manage the location services information. A computer or mobile device may report its GPS location at the time him/her interacts with them if the location services settings are enabled. Such information is not identified as personal data, except where 42Race is required to do otherwise under applicable law.

- 12.7 The collection of the Participant's computer or mobile device location information is solely at the Participant's discretion. He/she can enable or disable location services when he/she use the Platform at any time, through his/her computer or mobile device settings. If the Participant uses the Platform with location services enabled, he/she consents to the Organisers' and 42Race's collection and dissemination of his/her computer or mobile device location information through the Platform, as specified in these terms and the Data Protection Notice. Under no circumstances shall the Organisers and 42Race be liable for claims or for any damages therefrom, arising out of the Participant's decision to allow other users to see or view the Participant's computer or mobile device location information, as specified in these terms and the Data Protection Notice.

13. SUSPENSION AND TERMINATION

- 13.1 The Organisers and 42Race reserve the right, at their absolute discretion, to monitor all access and use of the Official Website and Platform.
- 13.2 Without prejudice to any other right or available remedy, and without limiting any other provision in the Terms and Conditions, if the Organisers and 42Race consider that the Participant has breached any of the Terms and Conditions or where the Organisers and 42Race otherwise consider it appropriate, the Organisers and 42Race may immediately, and without notice or liability to the Participant, suspend or terminate the Participant's Account and access to the Platform (or any part of it) without compensation to him/her and the Organisers and 42Race may block access from a particular Internet protocol address to the Platform (or any part of it) in the event of any breach of the Terms and Conditions.
- 13.3 On suspension or termination of his/her Account, the Participant must immediately cease using the Platform and/or Service and must not attempt to gain further access.