THE COLOR RUN SINGAPORE LUCKY DRAW GAME OF CHANCE

Terms and Conditions

- 1) By entering the THE COLOR RUN™ Lucky Draw (the "Lucky Draw"), you are agreeing to these Terms and Conditions.
- 2) Information on how to enter forms part of the Terms and conditions. Entry into this Lucky Draw is deemed acceptance of these Terms and Conditions.
- 3) The promoter is IMG Singapore Pte Ltd. of 1 Scotts Road, Shaw Centre #21-01/04 S228208, telephone 65 6505 9300 ("Promoter").

WHO CAN ENTER?

- 4) The Lucky Draw is open to residents of Singapore aged 18 years or over who: (i) are available to travel latest by October 2016.
- 5) Employees of the Promoter (and their immediate families) and agencies associated with this Lucky Draw are ineligible to enter. "Immediate family" for these purposes means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
- 6) All registered participants in The Color Run Singapore 2016.

HOW TO ENTER

- 7) The Lucky Draw commences on 6th June 2016 at 15:00 GMT (UTC+8) and concludes on Monday 1st August 2016 at 23:59 GMT (UTC+8) or when entries to The Color Run Singapore are sold out, whichever that comes first ("the Lucky Draw Period").
- 8) To enter, participants must visit The Color Run Singapore website (www.thecolorrun.com.sg) to register their entry to the run and they will automatically be eligible for the Lucky Draw.
- 9) Limit of one (1) entry permitted per person.

<u>DRAW</u>

10) The winner will be selected at random on the 10th August 2016 at IMG Singapore (Shaw Centre) office. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The winner will be notified by phone or email within two (2) business days of the draw being made and his/her name will be published on the event's Social Media Page.

UNCLAIMED PRIZE DRAW

11) If the prize is not claimed, a re-draw may take place on 17th August 2016 at the same time and place as the original draw, subject to any directions received from the applicable regulatory authorities. The re-draw winner will be notified by phone or email within two (2) business days of the re-draw and his/her name will be published on the event's Social Media Page.

PRIZES

12) There will be one (1) major prize awarded. The winner will receive the prize package detailed below. The first valid entry drawn from the total pool of valid entries will win the prize.

Full Details

Two (2) nights' accommodation (twin share or double room) in a hotel of minimum 4 star quality

Two (2) return economy flights for winner and one companion departing from Singapore Changi Airport to Ngurah Rai International Airport (Depansar International)

- 13) The prize must be redeemed/used by end of October 2016, and is subject to booking and flight availability. If the winner is unable to redeem the prize within the said period, the winner will forfeit the prize package with no compensation or further liability of the Promoter. Cash will not be awarded in lieu of the prize.
- 14) This prize is valid for 2 people. If only 1 person is able to redeem/use the prize within the stated period, then the unused portion of the prize will be forfeited.
- 15) Subject to the terms and conditions of the participating prize provider(s), if for any reason the winner does not, once the prize has been booked, take the prize (or any element of the prize) within the time stipulated, then the prize (or that element of the prize) will be forfeited and will not be redeemable for cash.
- 16) In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the Lucky Draw or suspend or modify a prize, subject to any written directions from a relevant regulatory authority.
- 17) All prizes must be taken as offered. The prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be redeemed as cash.

- 18) A valid passport is required for all international journeys. All passports must be valid for six (6) months prior to the date of departure. It is the responsibility of the winner and his/her travel companion to ensure that they have all required travel documentation (including but not limited to passports & visas) for travel to the relevant destination. All costs associated with obtaining this travel documentation is the responsibility of the winner. The prize is a single event trip for the winner and their companion and cannot be separated into separate trips or components. The prize is subject to the standard terms and conditions of the relevant service providers. Frequent flyer points will not form part of the prize. The two (2) flights for each route must be utilised at the same time, for the same travel dates, to and from the same destination. The flight itinerary may have to be adjusted depending on the relevant airline's departure city and its current flight schedule. The winner and his/her travel companion are responsible for any amendment fees issued by airlines or suppliers once booking is confirmed and ticketed. Travel suppliers/airlines to be chosen at Promoter's discretion.
- 19) It is a condition of accepting the prize that the winner may be requested to present his/her credit card or a cash deposit upon arrival at any accommodation to cover all incidentals incurred during his/her stay.
- 20) It is the responsibility of the winners and his/her travel prize companion to ensure that they are checked in for their flights, and that they arrive at the airport and at the departure gate, at the time specified by the relevant airline carrier. The Promoter is not responsible for any costs associated with the winner and his/her travel companion missing any of their flights.
- 21) Unless specified otherwise, the winner (and his/her travel companion) are responsible for all expenses including, without limitation, transport (including domestic flights if necessary) from their home, spending money, meals (unless specified), drinks, transfers (unless specified), car hire, activities (unless specified), incidentals, energy surcharges, gratuities, services charges, medical expenses, visas, items of a personal nature, laundry, telephone calls, additional nights, upgrades and all other ancillary costs. Any extension to the duration of the prize is at the winner's sole expense and subject to availability at the time of booking.
- 22) In the event that a prize, or part of a prize, is unavailable, the Promoter reserves the right to substitute the prize or part of the prize in its discretion with an alternative prize or part of the prize having the same or greater recommended retail value.
- 23) It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements (as applicable).
- 24) It is a condition of accepting a prize that the winner agrees to participate in and cooperate with all reasonable media editorial requests, including but not limited to, being interviewed, photographed and filmed and the winner grants the Promoter a perpetual, non-exclusive license to use such footage and photographs in all media worldwide and the winner will not be entitled to any fee for such use.

25) It is a condition of accepting the prize that the prize winner (and his/her travel companion) may be required to sign a legal release in a form determined by the Promoter in its absolute discretion. In the event that the prize winner's travel companion is under the age of 18, his/her nominated parent/legal guardian will be required to sign the legal release required under this clause.

GENERAL

- 26) The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper conduct calculated to jeopardise fair and proper conduct of the Lucky Draw. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- 27) Incomplete or indecipherable entries will be deemed invalid.
- 28) If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
- 29) If the Lucky Draw is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) subject to any written directions from any relevant regulatory authority, to modify, suspend, terminate or cancel the Lucky Draw, as appropriate.
- 30) Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify, any statutory consumer guarantee or any other implied warranty. Except for any liability that cannot by law be excluded, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of the Lucky Draw.
- 31) Except for any liability that cannot by law be excluded, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt

by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) participation in the prize.

32) The Promoter collects personal information ("PI") in order to conduct the Lucky Draw and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers and prize suppliers. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI. All entries become the property of the Promoter.