

SIM ALUMNI IMPACT RUN - TERMS AND CONDITIONS

1. GENERAL

1.1. The SIM Alumni Run ("Run") is organized by Singapore Institute of Management Pte Ltd ("SIM") and administered by OUTNOW ("Event Administrator").

1.2. By registering for and participating in the Event, you ("Participant") agree to comply with these Terms & Conditions ("T&Cs").

1.3. SIM reserves the right to amend these T&Cs at any time without prior notice. Any changes will be updated on the Event website at <https://www.sim.edu.sg/alumni/annual-events/impact-run> ("Website").

2. EVENT ADMINISTRATION

2.1. The Event Administrator is solely responsible for race administration, including but not limited to registration, logistics, operations, safety measures, and other event-related services.

2.2. SIM is not responsible for the administration or execution of the Run. Any inquiries regarding event logistics should be directed to the Event Administrator at admin@outnow.network

3. PARTICIPANT ELIGIBILITY

3.1. The Run is open to all SIM alumni and their invited guests.

3.2. Participants must be at least 8 years old to participate.

3.3. By registering, Participants confirm that they are medically fit to take part in the Run. SIM and the Event Administrator are not responsible for any health-related incidents arising from participation.

4. REGISTRATION

4.1 The Participant agrees to:

4.1.1 provide true, accurate, current and complete information about the Participant contained in the registration form (the "Registration Data"); and

4.1.2. maintain and promptly update the Registration Data to keep it true, accurate, current and complete.

4.2. The Event Administrator may contact the Participant from time to time by email. Any notice sent to the email address registered with the Event Administrator shall be deemed as received by the Participant.

4.3. If the Participant provides any information that is untrue, inaccurate, not current or incomplete, or if the Event Administrator has grounds to suspect that such information is untrue,

inaccurate, not current or incomplete, the Event Administrator may suspend or terminate the Participant's registration without liability to the Participant.

4.4. SIM and the Event Administrator shall not be held responsible or otherwise liable for any disputes arising out of and in connection with incomplete entry details.

4.5. Participants below 18 years of age are required to seek parental or guardian consent before registering for the Run and fill up the relevant indemnity form when registering online, failing which the Event Administrator reserves the right to refuse entry to the Run.

5. PAYMENTS

5.1. Registration is confirmed only upon full payment of applicable fees (if any).

5.2. Registration fees are non-refundable and non-transferable.

5.3. When the Participant is required to pay, the Participant will be directed to a third party website for payment ("Third Party Payment Services"). The Participant acknowledges that SIM and the Event Administrator are not liable or responsible for the availability or accuracy of such Third Party Payment Services, or the content, privacy policies, practices, products or services of or available from, or any additional processing fees charged by, such Third Party Payment Services, or any failure, disruption or error in connection with such Third Party Payment Services. The Participant may be subjected to, or required to accept the additional terms and conditions of such Third Party Payment Services.

6. SAFETY AND OTHER PRECAUTIONS

6.1. Whilst reasonable precautions will be taken by the Event Administrator to ensure the safety of the Participants, each Participant takes part in the Run at his or her own risk. SIM, their sponsors and/or their appointed officials and the Event Administrator will not be held responsible or otherwise liable for any injury or death arising out of and in connection with the training for and/or participation in the Run.

6.2. In the event that the Participant is for any reason whatsoever advised not to participate in the Run by his or her medical practitioner or any of the Event Administrator's appointed officials, he or she must not participate in the Run.

6.3. The Event Administrator reserves the right to remove any Participant deemed physically incapable from participating in the Run in order to prevent such Participant from causing any injury and/or harm to himself or herself or others.

6.4. The Participant must run on the designated route and observe traffic regulations.

7. RULES AND REGULATIONS

7.1. The Event Administrator reserves the right to amend any running routes as they deem fit for the safety of the Participants and/or to prevent any potential hazards in the running of the event, at any time without prior notice to the Participants. In the event of any such changes in routes, a reasonable effort will be made to notify the Participants prior to the date of the Run. SIM and the Event Administrator shall not be liable for any loss and/or inconvenience arising out of and in connection with any such changes.

7.2. Participants must wear their assigned number bib as instructed at all times during the Run. Participants not wearing the assigned number bib will not be allowed to take part in the Run.

7.3. The Event Administrator reserves the right to delay the commencement of the Run in the event of inclement weather. Should the inclement weather persist after the delay, the Event Administrator reserves the right to cancel the Run without any refund of the registration fees paid by Participants.

7.4. Participants who do not start within 30 minutes from their respective flag-off point will be disqualified and for safety reasons, may not be allowed to start.

7.5. No pets are allowed on the course during the Run.

7.6. No wheel-run objects of transport (e.g. inline skates, prams, push cars, shoes with built-in or attached rollers etc.) are allowed on the course during the Run except official race and medical vehicles.

7.7. SIM and the Event Administrator will not be held responsible or otherwise liable for any loss and/or damage, personal or otherwise, to any belongings and/or items deposited. The Event Administrator reserves the right to check any belongings for safety and security reason.

7.8. The Event Administrator reserves the right to limit or refuse entries (a) if a Participant is in breach of these T&Cs or any other rules that the Event Administrator may impose, or (b) for any other reasonable reason.

8. REPRESENTATIONS AND WARRANTIES

8.1. Each Participant represents and warrants that:

8.1.1 He or she does not have any medical condition that would affect his or her or other's safety and/or physical well-being during the Run;

8.1.2. He or she is medically and physically fit and competent to participate in the Run;

8.1.3. He or she fully understands and acknowledges any risks involved by participating in the Run, and accepts full responsibility for any and all of such risks;

8.1.4. He or she will not use the Website or register for the Run for any commercial or business purpose; and

8.1.5. He or she will fully abide by these T&Cs and any other applicable laws.

9. PERSONAL DATA

9.1. To register for a Run, the Event Administrator may collect personal data including the Participant's name, gender, date of birth, contact information, payment information, health information, or technical information.

9.2. The Event Administrator collects Personal Data (as defined in the Personal Data Protection Act 2012 ("PDPA")) in the following ways:

9.2.1. When a Participant contacts and communicates with the Event Administrator;

9.2.2. When a Participant submits his or her registration form;

9.2.3. When a Participant visits the Website;

9.2.4. From the Third Party Payment Service provider; and

9.2.5. When a Participant submits Personal Data to the Event Administrator.

9.3. Generally, the Event Administrator collects, uses, discloses and/or otherwise processes Personal Data for the following purposes:

9.3.1. To perform obligations arising out of and in connection with its provision of services incidental and related to the T&C and Race;

9.3.2. To verify the identity of a Participant;

9.3.3. To respond to, handle, process queries, requests, applications, complaints and feedback from a Participant;

9.3.4. To manage the relationship with a Participant;

9.3.5. To process payment or credit transactions;

9.3.6. To share with other sponsors of the Run;

9.3.7. To comply with any applicable laws, regulations, codes of practice, guidelines, or rules, or to assist in law enforcement and investigations conducted by any governmental and/or regulatory authority;

9.3.8. For any other purposes for which Participants have provided the information; and

9.3.9. Any other incidental purposes related to and in connection with the above.

9.4. The Event Administrator may disclose Personal Data of the Participants:

9.4.1. Where such disclosure is required for performing obligations arising out of and in connection with its provision of services incidental and related to the Run; and/or

9.4.2. To third party service providers, agents and other organisations engaged by SIM and/or the Event Administrator to perform any of obligations under or in connection with this T&C; and/or

9.4.3. To sponsors of the Run where the Event Administrator has obtained the necessary consents and/or provided the necessary notifications, or as may be permitted under the law.

9.5. In the event that a Participant wishes to make (1) an access request for access to a copy of his or her personal data held by the Event Administrator or information about the ways in which the Event Administrator uses, discloses and/or otherwise processes such personal data; or (2) a correction request to correct and/or update any of his or her Personal Data held by the Event Administrator, he or she may submit his or her request in writing to admin@outnow.network. A reasonable fee may be charged for any such access request and if applicable, the Event Administrator shall inform the Participant of the fee before processing any such request.

9.6. The Event Administrator will respond to any request by a Participant as soon as reasonably possible. Should the Event Administrator not be able to respond to a request within thirty (30) days after receiving the same, it will inform the Participant in writing within thirty (30) days of the time by which it will be able to respond to such request. If the Event Administrator is unable to provide a Participant with any Personal Data or to make a correction requested, it shall inform the Participant of the reasons why it is unable to do so (except where it is not required to do so under the PDPA).

9.7. To safeguard a Participants' personal data from unauthorised access, collection, use, disclosure, copying, modification, disposal and/or similar risks, the Event Administrator has introduced appropriate administrative, physical and/or technical measures such as up-to-date antivirus protection, encryption and/or the use of privacy filters to secure all storage and transmission of Personal Data, and shall disclose Personal Data both internally and to its authorised third party service providers and agents only on a need-to-know basis. However, Participants should be aware that no method of transmission over the internet or method of

electronic storage is completely secure. Whilst security cannot be guaranteed, the Event Administrator strives to protect the security of Participants' information and is constantly reviewing and enhancing its information security measures.

9.8. The Event Administrator generally relies on the Personal Data provided by Participants or their respective duly authorised representatives. In order to ensure that his or her Personal Data is current, complete and accurate, a Participant should update the Event Administrator accordingly if there are changes to his or her personal data by submitting his or her request in writing to admin@outnow.network

9.9. The Event Administrator may retain a Participant's Personal Data for as long as it is necessary to fulfil the purpose for which it was collected, or as required or permitted by applicable laws. The Event Administrator will cease to retain a Participant's Personal Data, or remove the means by which the data can be associated with such Participant, as soon as it is reasonable to assume that such retention no longer serves the purpose for which the Personal Data was collected, and is no longer necessary for legal or business purposes.

9.10. The Event Administrator will not transfer a Participant's Personal Data to countries outside of Singapore. However, if the Event Administrator does so, it will obtain such Participant's consent for the transfer to be made and will take steps to ensure that the Personal Data continues to receive a standard of protection that is at least comparable to that provided under the PDPA.

10. INTELLECTUAL PROPERTY RIGHTS

10.1. "Intellectual Property" refers to any photographs, motion pictures, recordings and/or any other records of the Run and Participants.

10.2. All Intellectual Property arising out of and in connection with the Run shall immediately be assigned to and vest in SIM or any other persons as appointed by SIM in writing (the "Appointed Persons").

10.3. SIM and/or the Appointed Persons reserve the right to use the Intellectual Property for any legitimate purposes, including but not limited to promotional and marketing purposes.

11. LIMITATION OF LIABILITY

11.1. To the fullest extent permitted by law, SIM and the Event Administrator disclaim all warranties, express or implied, in connection with the Website and the Run. The Event Administrator makes no warranty or representation about the accuracy or completeness of the Website, and assume no liability or responsibility for:

11.1.1. Errors, mistakes, or inaccuracies in the content of the Website or on Third Party Websites;

11.1.2. Any unauthorised access to or use of our secure servers and/or any personal information and/or financial information stored on the Website;

11.1.3. Any interruption or cessation of transmission to or from the Website;

11.1.4. Any bugs, viruses, trojan horses, or the like which may be transmitted to or through the Website by any third party;

11.1.5. Loss or damage of any kind arising from your engagement with Third Party Websites, including but not limited to any acts, errors, negligence, or omissions of any operators of Third Party Websites, and/or faults or failures of Third Party Websites.

11.2. Participants shall take part in the Run at their own risk. SIM, the Event Administrator, their respective sponsors, partners and/or their appointed officials shall not be liable for any injury, loss or damage sustained by a Participant as a result of his/her participation in the Run. Under no circumstances will SIM, the Event Administrator, their respective sponsors, partners and/or their appointed officials be liable for any indirect, incidental, special and/or consequential damages which result from the Participant's use of the Website or participation in the Run.

11.3. Subject to the limitations set out in these T&Cs and to the extent permitted by law, if SIM and/or the Event Administrator is liable whether in contract, tort, under any warranty, in negligence or otherwise, the Participant agrees that SIM and/or the Event Administrator's total aggregate liabilities to the Participant shall not exceed the registration fees that the Participant has paid under this T&C.

11.4. Neither SIM nor the Event Administrator shall exclude or limit in any way their liability to the Participant where it would be unlawful to do so.

12. INDEMNIFICATION

12.1. Each Participant agrees to hold SIM, the Event Administrator, their respective sponsors, partners and/or their appointed officials (each an "Indemnified Party") harmless and keep each Indemnified Party fully and effectively indemnified from and against any and all losses, costs, claims, damages and expenses whatsoever which he or she may incur (directly or indirectly) as a result of a breach of any of these T&Cs and his/her participation in the Run.

13. VARIATION

13.1. Any of the provisions of the T&Cs may be amended, supplemented and/or deleted by the Event Administrator at any time without the giving of prior notice to the Participants, in which case a reasonable effort will be made to notify Participants of such change which shall be binding against the Participants thereafter.

14. TRANSFER AND ASSIGNMENT

14.1. The Event Administrator may assign or transfer its rights and obligations under this T&C to any other entity without the written consent of the Participant. In such an event, the Event Administrator will promptly notify the Participant and will ensure that the assignment and/or transfer does not materially affect the Participant's rights under the T&C.

15. THIRD PARTY WEBSITES

15.1. Where the Website contains links to other sites and resources provided by third parties, these links are provided for the Participant's information only. Such links should not be interpreted as approval by SIM or the Event Administrator of those linked websites or information the Participant may obtain from them. SIM and the Event Administrator has no control over the contents of those sites or resources.

16. THIRD PARTY RIGHTS

16.1. The Contracts (Rights of Third Parties) Act (Chapter 53B) of Singapore shall not under any circumstances apply to this Agreement and any person who is not a party to this Agreement (whether or not such person shall be named, referred to, or otherwise identified, or form part of a class of persons so named, referred to or identified, in this Agreement) shall have no right whatsoever under the Contracts (Rights of Third Parties) Act (Chapter 53B) of Singapore to enforce this Agreement or any of its terms.

17. FORCE MAJEURE EVENT

17.1. "Force Majeure Event" means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, governmental action adverse to operations of any party, disasters, explosions, fires, floods, riots, terrorist attacks and wars).

17.2. If a Force Majeure Event arises, SIM and/or the Event Administrator may cancel or postpone the Run and will notify the Participants as soon as practicable. If a Run is required to be cancelled or postponed due to a Force Majeure Event, there shall be no refund of the registration fees, and SIM and the Event Administrator shall not be liable for any other loss or inconvenience caused.

18. SEVERABILITY

18.1. Every provision of the T&Cs is severable and distinct from the other provisions of the T&Cs.

18.2. In the event that any provision of the T&Cs or part thereof is rendered unenforceable by any legislation to which it is subject, it shall be rendered unenforceable to that extent only and shall in no way affect the enforceability of the remainder of the T&Cs.

19. GOVERNING LAW AND DISPUTE RESOLUTION

19.1. The T&Cs shall be governed by, and construed in accordance with, the laws of Singapore.

19.2. In the event of any dispute arising out of and in connection with this Agreement, such disputes shall be submitted to the exclusive jurisdiction of the Singapore courts.

19.3. In the event that any provision of the T&Cs or part thereof is rendered unenforceable by any legislation to which it is subject, it shall be rendered unenforceable to that extent only and shall in no way affect the enforceability of the remainder of the T&Cs.

20. ENTIRE AGREEMENT

20.1. These T&Cs shall represent the entire agreement between the Event Administrator and each Participant in respect of the subject matter herein and supersedes any previous written and/or oral agreement between the Event Administrator and any Participant in respect of any of the matters dealt with herein.