

PRIVACY POLICY & TERMS AND CONDITIONS

UNLABELLED RUN

Waiver

- I am aware that my participation in the activity involves certain amount of risks and I accept full responsibility and assume all such risks.
- I shall not hold the UNLABELLED RUN 2019, Event Organizers, INFINITUS PRODUCTIONS PTE LTD or their volunteers and agents responsible for any damage to or loss of property or any injury or loss of life, which may be sustained by me during the activity or arising from any cause in connection with the activity.
- I am medically and physically fit to meet the challenges, which the activity demands.
- I shall dutifully and fully abide by the Rules and Regulations as well as terms and conditions of UNLABELLED RUN 2019 and any applicable laws and will not dispute their decision on all competition-related matters.
- I consent to the reproduction and publication of any pictures taken of me by the Event Organizers of the above event.
- I declare that I am 14 years and above on the Event day (20th July 2019) to participate in the Event.
- I declare that I am registered as a participant and agree to allow the Event Organizers to manage my personal information where necessary for official purpose in connection with the activity.

Terms and Conditions

General

- Infinitus Productions Pte Ltd, its subsidiaries, sponsors or suppliers will not be liable for any loss, damage, illness or injury whatsoever directly or indirectly occasioned by or resulting from the negligence, wrongful act or default of UNLABELLED RUN 2019, its sponsors and suppliers or their respective servants or agents or from any other cause, including any act of God or the physical condition of the Participant.
- The Organizers reserve the right to modify or substitute any of these Rules & Regulations and/or Terms & Conditions from time to time as they deem fit. If there is ambiguity in any of these provisions, the Organizers shall be the authority to interpret and in so doing, they will take into account the interests of all the affected Participants. Any amendments to these Rules & Regulations and/or Terms & Conditions will be updated on the Official Website.

- The Organizers reserve the right to amend the UNLABELLED RUN 2019 race routes as they deem fit for the safety of the Participant and/or to prevent any potential hazards in the running of the event, at any time without prior notice to the Participant. In such cases, every effort will be made to inform the Participant prior to the date of the event. The Organizers shall not be liable for any other loss or inconvenience caused due to such changes.

- Whilst reasonable precaution will be taken by the Organizer to ensure the Participants' safety, Participants are taking part in UNLABELLED RUN 2019 at their own risk and the Organizers will not be responsible or held liable for any injury or death howsoever arising from training for or during participation in UNLABELLED RUN 2019. Participants are strongly encouraged to consult their medical practitioner prior to registration and before the actual race day.

- The Organizers reserve the right to amend the Rules & Regulations without giving prior notification or any reasons thereof.
 - Completion of the official entry form, including online registration, confirms the
 - Participant's agreement to abide by these Rules & Regulations.
 - Change in sizes during collection of the event T-shirt is strictly NOT allowed. Participants must adhere to the event T-shirt sizes they have registered for.
 - The Organizers reserve the right to limit and/or refuse race entries without assigning any reason.
 - The Organizers reserve the right to cancel any race category without prior notice to the Participants.
 - The participant must leave the race immediately, if required to do so by any member of the official medical staff, Race Director, Referee and/or Security Officer.
 - The Organizers reserve the right to use any photographs (including those of participants), motion pictures, recordings, or any other record of this event for any legitimate purpose, including commercial advertising.

Registration

- All participants who have registered for UNLABELLED RUN 2019, confirms the Participant's agreement to abide by the Rules and Regulations, as well as Terms and Conditions.
- All Participants agree to provide accurate, current and complete information in the registration form. Any notice sent to the email address registered with the Organizer shall be deemed as received by the Participants.

- If the Participants provide any information that is inaccurate or incomplete, or if the Organizer has grounds to suspect that such information is inaccurate or incomplete, the Organizer may suspend or terminate the Participant's registration.
- Participants are strictly not allowed to transfer their race entries to another party or change race categories after their registrations are confirmed.
- Once the registration is duly processed, there will be no fee refund for Participants who eventually do not take part in the Event, for any reasons whatsoever.

Age Restrictions

5km Category – Infants and toddlers must be 6 years and above on the 31st December 2019 to participate in the Event.

10km Category – Participants must be 14 years and above on the 31st December 2019 to participate in the Event.

Race Pack Collection

- All Participants must collect their Race Pack which includes the Race Bib at the Race Pack Venue (Velocity @ Novena Square) on 6th July 2019 – 7th July 2019 between 11am to 8pm.
- The Organizer shall not be liable for any other loss or inconvenience caused, due to Participants' inability to collect their Race Packs.
- For participants who are unable to collect their race pack within the collection period, they are able to collect it at Infinitus Productions Pte Ltd's office (50 Ubi Ave 3, #05-12 Frontier S(408866)) from 9th July 2019 – 11th July 2019 (Tuesday – Thursday, 11AM – 6PM). Alternatively, participants are collect at the information booth on event day.

Race

- Participants are strictly not allowed to transfer their race entries to another party or change race categories after their registrations are confirmed.
- Participants who commence before the actual starter's signal of the race category, for which they registered for, will be disqualified. The start time for the respective race categories can be found on the Official Website.
- Participants from all run categories are to display their race bibs (number tags) on the front of their shirts at all times. Failing which, the runner will be disqualified from the race.
- Competitive runners must ensure that timing chips are attached to their race bibs. They must follow the designated path (running through timing gantries at the start, midpoint and end) to ensure clear assessment of timing.
- The form on the reverse side of the Participant's race bib must be fully and accurately completed. Participants must attach the assigned bib on the front of their running attire.

- There is a reporting window time for all categories. Participants who fail to report within the window period will be disqualified.
- No accompanying personnel are permitted during the race unless otherwise allowed by Organizers.
- No large bags are allowed during the race.

Inclement Weather

- The Organizers reserve the right to delay the commencement of the race in the event of inclement weather. Should the inclement weather persist after delay, the Organizers reserve the right to cancel the race without any refund.

Medical Advisory

- Whilst reasonable precautions will be taken by the Organizer to ensure the participants' safety, participants are taking part at their own risk and the Organizer will not be responsible or held liable for any injury or death howsoever arising during the race.
- Participants are strongly encouraged to consult their medical practitioner prior to registration and before the actual race day.
- Participants are advised against the consumption of alcohol or stimulants or any kind of drugs within 24 hours of their race.
- Participants are to ensure that they are well rested and well hydrated on race day. Participants are advised to dress lightly.
- Should any participant feel unwell in the course of race, he/she should stop and seek immediate medical attention by approaching any marshals or staff on duty.
- Should any participant wish to continue with race after seeking treatment and/or against doctor's advice, he/she is required to complete a medical release form. The Organizing Committee will not be responsible or held liable for any injury or death thereafter.
- The Organizers reserve the right to remove any Participant deemed physically incapable of continuing with the race to prevent him/her from causing greater harm and injury to himself/herself. A Participant must retire from the race immediately if required to do so by any member of the official medical staff, Race Director, Referee and/or Security Officer.

No Refund Policy

All purchases made are neither non-refundable nor exchangeable.

Privacy Policy

1. PREAMBLE

This Privacy Policy (hereinafter the 'Policy') is hereby issued pursuant to the provisions contained in the Singapore Personal Data Protection Act 2012 (hereinafter the 'Act') and sets out *inter alia* how Infinitus Productions Pte Ltd (hereinafter 'INF') collects, uses, discloses and protects information, including 'personal data' and 'statistical data' [hereinafter collectively referred to as 'personal information', and as defined in

Paragraph (4) hereinbelow] that we learn about you (hereinafter interchangeably used with the term 'Participant') as a result of your interaction with us (hereinafter

interchangeably used with 'INF') whether through the website **www.unlabelledrun.com** (in which this Policy has been posted) or pursuant to any transaction offline (or of a similar nature) in relation to the Unlabelled Run (hereinafter 'ULR'). The Policy also stipulates INF's responsibilities in relation to the collection, use, disclosure and protection of personal information.

2. **CONSENT**

By continuing to use INF's services, accessing any part of the website **www.unlabelledrun.com**, registering for the ULR, submitting information to INF (and/ or its related entities) whether for the purpose of registering for the ULR or otherwise, as well as using any features of the aforementioned website, you signify that you have read, understood and agree to be bound by this Policy (as amended from time to time) in respect of INF's collection, use and disclosure of your personal information. Further, you hereby agree and consent to INF's (including its related entities, as well as their respective Agents'), collection, use and disclosure of your personal information, in the manner set forth in this Policy.

3. **THIS POLICY SERVES AS A SUPPLEMENT**

- a. This Policy is meant to supplement any Agreements governing your relationship with INF (and its related entities), and should be read in conjunction with those Agreements.
- b. Further, all consent provided pursuant to this Policy is meant to supplement and not supersede or replace any other consent you may have previously provided to INF (and its related entities) in respect of your personal information.

4. PERSONAL INFORMATION

The types of personal information collected by INF broadly fall within the ambit of the following categories:

Personal Data

This includes the following:

- i. The Participant's contact information. For example, the mailing address, the area of residence, telephone number, and email address. The Participant's payment information. For example, the credit card number, the debit card number, the name of the card holder, the card number, the billing address, and the expiration date of the credit/ debit card.
- ii. Information which can be linked back to the Participant. For example, the name, gender, date of birth, Passport No., and NRIC No.
- iii. The Participant's health information. For example, whether the participant has any known allergies, or any known medical conditions.
- iv. The participant's technical information. For example, the IP address from which the registration form is accessed, completed and submitted
- v. The participant's technical information. For example, the IP address from which the registration form is accessed, completed and submitted

(a) Statistical

This includes the following

- i. The number of participants;
- ii. The number of hits to the website **www.unlabelledrun.com**. For the avoidance of doubt, Statistical data is stored purely for analytical purposes, and is entirely anonymous. Statistical data will not be tied to the Participant record, and will only be aggregated for statistical analysis so that INF can better understand the Participant's profile and improve the service offering.

5. COLLECTION OF PERSONAL INFORMATION

Generally, INF collects personal information in the following ways:

- a) When you contact INF (and/ or any of its related entities);

- b) When you submit forms or applications to INF (and/ or any of its related entities) (including but not limited to the Registration Form for the ULR);
- c) When you submit queries or requests to INF;
- d) When you submit complaints;
- e) When you provide feedback;
- f) When you respond to INF's request to provide further information;
- g) When you visit the website **www.unlabelledrun.com**
- h) When you submit your personal information to INF, for any other reasons.
- i) If and when you provide INF (and/ or any of its related entities) with any personal information relating to a third party (including but not limited to that of a dependant and/ or spouse), by submitting such information to us, you warrant and represent to INF that you have obtained the consent of that third party, to your providing INF with their personal information, for the respective purposes.

By providing personal information to INF (and/ or any of its related entities), you confirm that the information is complete, and accurate, to the best of your belief, and knowledge. Failure to abide by the said requirement, may result in INF's inability to fulfil your requests and/ or applications.

6. PURPOSES FOR COLLECTION, USE AND DISCLOSURE OF PERSONAL INFORMATION

Generally, INF collects, uses, and discloses your personal information for the following purposes:

To facilitate your registration for the ULR;

- i. To verify your identity;
- ii. To communicate with you;
- iii. To respond to your queries;
- iv. To respond to your requests;
- v. To manage administrative and business operations of INF, and to comply with INF's internal policies and procedures;

- vi. To match any personal information held by INF (and/ or any of its related entities) which relates to you, for any of the purposes specified;
- vii. To facilitate maintenance of security during the INF;
- viii. For planning, research, data-planning, and data-processing activities;
- ix. For statistical and/ or risk assessment and analysis;
- x. For fund-raising;
- xi. For analysing the effectiveness of our advertisements, competitions and promotions;
- xii. To comply with any applicable laws, rules, regulations, and guidelines (which may be issued by the concerned authorities);
- xiii. For record keeping purposes (where there are legal and/ or business reasons for retaining the said records);
- xiv. For legal purposes (including but not limited to the obtaining of legal advice; to facilitate dispute resolution; and to investigate suspected unlawful activities including intellectual property infringement);
- xv. For purposes which are reasonably related to the aforesaid.

Further, INF may collect, use and disclose your personal information, under the following circumstances:

- i. If you are a media representative: To facilitate the granting of any access pass to any of the media centres, during the INF; and for any purposes which are reasonably related to the aforesaid.
- ii. If you are participating in a Community Engagement Programme (including but not limited to any donations specified in the Registration Form): To meet the relevant requirements stipulated by the applicable laws, rules and regulations; and as part of voluntary opt-in via participation by filling in the relevant details in the appropriate section of the Registration Form, inclusion of personal information for electronic direct mailers; and for any purposes which are reasonably related to the aforesaid.
- iii. If you are a contractor or service provider, providing products and services (including but not limited to the provision of hospitality, and food & beverage services) in connection with the INF: To meet the relevant requirements stipulated by the applicable laws, rules and regulations; To facilitate the granting of any access pass to any of the relevant centres, during the ULR; and for any purposes which are reasonably related to the aforesaid.

a. Further, to the extent permitted by applicable law, INF may collect, use and disclose your personal information, for the following:

- i. For conducting analytics of services;
- ii. For organising promotional events;
- iii. For organizing corporate events;
- iv. For sending you newsletters/ e-newsletters (only when you have subscribed to them);
- v. For sending you updates about upcoming events, promotions, rewards, including those which we have identified may be of interest to you (including but not limited to via telemarketing to such numbers are you may have provided to us, subject to your unambiguous consent) (only when you have opted in to receive such updates);
- vi. For market research purposes (information is collected anonymously);
- vii. For purposes which are reasonably related to the aforesaid;
- viii. For any other purposes for which INF may notify you and obtain your express consent

7. DISCLOSURE OF PERSONAL INFORMATION

- a. We have identified the nature of personal information which may be collected, in the preceding paragraphs, as well as the specific purposes for the collection, use and/ or disclosure of the personal information. To the extent feasible, generally, your personal information held by us shall be kept confidential.
- b. In order to provide you with effective and quality services, and for the purposes listed in the preceding paragraphs (where applicable), your personal information may be disclosed to the following:

INF's related entities;

- . Agents, contractors and/or third party service providers who provide operational services in relation to the ULR;
 - i. Any business partner, investor, assignee and/ or transferee (actual or prospective);
 - ii. Our advertising, marketing and promotional agencies, to help *us inter alia* deliver and analyse the effectiveness of our campaigns and promotions;
 - iii. External banks, credit card companies and their respective service providers;
 - iv. INF's professional advisers (including but not limited to its legal advisers, auditors and financial advisors);
 - v. Appropriate government authorities, statutory boards and law enforcement authorities, to comply with the applicable laws, rules and regulations;
 - vi. Counterparties, billing organisations and their respective banks, in relation to fund transfers and payments; and
 - vii. Any other party to whom you authorise us to disclose your personal information.
- c. To the extent feasible, INF shall endeavour to ensure that its employees who are involved in the collection, use and disclosure of any personal information, will adhere to the stipulations contained in this Policy.

8. WITHDRAWAL OF CONSENT, ACCESS TO AND CORRECTION OF PERSONAL INFORMATION

INF recognizes the need to maintain accuracy, currency and completeness of personal information collected. If you wish to have access to, review, incorporate amendments, and update your personal information, please follow the instructions specified hereinbelow:

If you wish to:

- i. Withdraw your consent to any use of your personal information as set out in this Policy; and/ or
- ii. Have access to and/ or incorporate amendments/ updates to your personal information; and/ or
- iii. Have any queries or feedback pertaining to your personal information; you can contact INF, through any of the following modes:

| | |
|--------------|--|
| By Mail | INFINITUS PRODUCTIONS PTE LTD 52 Ubi Ave 3 #04-41 Frontier Singapore 408867 |
| By Email | info@unlabelledrun.com |
| By Telephone | +65 6248 5770 |

For the avoidance of doubt, the aforementioned request will be deemed to have been formally made and will be taken on record, only if received in a written form (either by AR Registered Mail and/ or via email).

- i. INF will, upon receipt of your aforementioned written request, allow you to view your stored personal information. To the extent permitted by law, INF reserves the right to charge a reasonable administrative fee for the said service. INF will endeavour to respond to your written request within a reasonable timeframe. In exceptional circumstances, INF reserves its right to deny you access to your personal information, and may provide you with an explanation as may be required by applicable law. Some of these circumstances includes:
 - ii. Where an investigating authority/ statutory authority/ government body objects to INF complying with a participant's said request,
 - iii. Where the information may, in the exercise of INF's reasonable discretion, have a bearing on the life or security of an individual;
 - iv. Where the personal information is collected in connection with an investigation of a breach of contract, and/ or contravention of applicable laws, rules and regulations;

Kindly note that if you withdraw your consent to any or all use of your personal information by INF, depending upon the nature of request, INF may not be in a position to continue to provide its services to you, and the said action of withdrawal of consent (whether partial or total) may be deemed to be a termination by you of any contractual relationship

which you may have with INF. Further, under such circumstances, you may be in breach of your contractual obligations. In such an event, all of INF's (and its related entities) rights are hereby fully and expressly reserved.

9. TRANSFER OF PERSONAL INFORMATION OVERSEAS

INF's registered office is located at 52 Ubi Ave 3 #04-41 Frontier Singapore 408867. Be that as it may, personal information may be transmitted to data storage facilities where INF keeps its central records. Personal information may thus be transferred to other countries, in connection with the conduct of the ULR and/ or INF's performance of its obligations under any existing Agreement with you.

10. RETENTION OF PERSONAL INFORMATION

INF will retain the personal information collected, for as long as it is necessary to fulfil the purpose for which it was collected, the legal and/ or business purposes of INF, and/ or as may be required by applicable law. When destroying personal information, INF will take commercially reasonable and technically feasible measures to make the personal information irrecoverable or irreproducible, as may be required by applicable law.

11. SECURITY SAFEGUARDS

- a) INF takes the security and protection of your personal information very seriously. As such, INF has put in place appropriate reasonable security arrangements to protect your personal information against loss or theft, as well as against unauthorised access and undue disclosure. Some of the security arrangements include secure servers, firewalls, and encryption of credit card information.
- b) Unfortunately, there is always a potential risk in sending information through any channel (more so through the internet) and/ or retaining information on any storage device, and INF cannot guarantee that communications between you and INF or information stored on INF's resources, including personal information, will be free from unauthorized access by third parties.
- c) To the extent permitted by applicable law, INF (and its related entities) will not be held responsible for:
 - i. for any unauthorized access and/ or illegal or unauthorized use of information, including personal information; and
 - ii. if your information, including personal information, is accessed through unauthorized and/ or improper use of your account or login information or due to your failure to secure your username, password, or customer ID. Further, If you do not take reasonable measures to ensure the continued confidentiality and accuracy of the personal information, to the extent permitted by applicable law, INF will not be liable for any consequential misuse.

- d) If you have any concerns about security of your personal information disclosed to INF, you should contact INF [please refer to the contact details specified in the preceding paragraph (8)].

12. UPDATES TO THE PRIVACY POLICY

INF may from time to time update this Policy to ensure that the Policy is in compliance with any future developments, industry trends and/ or any changes in the legal and/ or regulatory requirements. Subject to your rights at law, you agree to be bound by the prevailing terms of the Policy as updated from time to time on the website **www.unlabelledrun.com**. Please check back regularly for updated information on the handling of your personal information. This Policy was last updated on 14th February 2019.

13. USE OF COOKIES, CLICKSTREAM DATA AND LINKS TO OTHER WEBSITES

- a) In order to enable certain parts of the website **www.unlabelledrun.com** to function correctly, we employ cookies. Cookies are small data files that are transferred to your computer's hard drive from your web browser, to recognise your preferences. The cookies do not contain your Personal Data (unless you specifically chose the "Remember Me" feature), but only Statistical Data which is entirely anonymous. Please refer to your browser's documentation to check if cookies have been enabled on your computer or to request not to receive cookies.
- b) In order to improve your online experience, INF may track clickstream data to advance your use of the web pages and to track referrals from other websites. Such data will not be stored as part of your personal information. It will only be collected for statistical analysis.
- c) The website **www.unlabelledrun.com** may contain links to other websites. Your access to the said linked websites is at your own risk and to the extent permitted by law, INF shall not be held responsible for your access to the said linked websites and the consequences which may flow therefrom. Whilst INF will protect your personal information collected by it directly, INF cannot control or be responsible for the policies of other websites that may be linked to it, or the use of any personal information which you may share with them. Please note that this Policy does not cover these other websites, and INF would recommend that you are apprised of their specific policies.

14. TRADE MARKS DISCLAIMER

All trade marks specified in this Policy remain the property of their respective holders, and unless otherwise represented, their display on ULR-related material are solely for the purpose of illustrating products, events businesses being discussed and in no way should be taken to indicate any relationship, affiliation and/ or sponsorship between the respective holders of trade marks and INF.