

## **Waiver**

I have read, understood and accepted the Terms and Conditions applicable to the Event.

- I fully understand and acknowledge the risks involved in my participation in the Event. I accept full responsibility and assume all such risks.
- I hereby represent, warrant and undertake to the, Go for Your Mountain 2019 event organizer, Empower Ageing Limited, the following with full knowledge that they shall be relied upon by the Organizer in accepting my participation;
  1. My personal particulars disclosed herein are correct;
  2. I am medically physically fit to meet the challenges, which the activity demands.
  3. I shall dutifully and fully abide by the Rules and Regulations of the Event and any applicable laws.
- I confirm that the representations, warranties and undertakings above are true and correct and I (and my heirs, successors and assigns) shall waive, release, discharge and undertake that I (and my heirs, successors and assigns) shall not make any claims or lodge any complaints whatsoever against the Organizer, Sponsors or officials of the Event for any injury, death or losses/damages to property sustained during the Event.
- Further I (my heirs, successors and assigns) shall indemnify and hold the Organizer, Sponsors, appointed officials/suppliers harmless from any claim, demand, proceedings, costs, expenses liabilities loss or damage (whether direct or consequential) made by third parties, arising from any injury or death or damage or loss to any property arising out of my breach of the representations, warranties and undertakings under clause 3 herein.
- I have read the above and will participate on the understanding that I will adhere to all the said Rules and Regulations as well as Terms and Conditions.

## **Terms & Conditions**

### **General**

- Go for Your Mountain (referred to herein as the “Event”) is organised by Empower Ageing Limited. In Accordance with the Terms & Conditions (“T&Cs”) that are applicable to the participants. This is set out in <http://goforyourmountain.com/> (“Official Website”). The event is co-ordinated by Empower Ageing Limited, Event Organizer.
- Empower Ageing Limited, 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 the Event, 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 Organizer reserves 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 Organizer shall be the authority to interpret and in so doing, they will take into account the interests of all the affected Participants. Any amendment to

these Rules & Regulations and/or Terms & Conditions will be updated on the Official Website.

- Completion of the registration form is an indication of the participants' agreement to abide by the Terms & Conditions of the Event.
- Participants must retire from the climb immediately if required to do so by any member of the official medical staff, Event Director, Event Officials, and/or Security Officer.
- The Organizer reserves the right to amend the Event climb 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 such cases, every effort will be made to inform the Participants prior to the date of the event. The Organizer shall not be liable for any other loss or inconvenience caused due to such changes.
- Whilst reasonable precautions will be taken by the Organizer to ensure the Participants' safety, Participants are taking part in the Event at their own risk and the Organizer will not be responsible or held liable for any injury or death howsoever arising from training for or during participation in the Event. Participants are strongly encouraged to consult their medical practitioner prior to registration and before the actual climb day.
- The Organizer reserves the right to use any photograph (including those of participants), motion pictures, recordings, or any other media records of the Event, for any legitimate purpose, including commercial advertising and publicity purposes.
- The Organizer reserves the right to amend the Rules & Regulations without giving prior notification or any reasons thereof.
- Any dispute arising from participation in the Event shall be referred to Arbitration to be conducted in Singapore under the law of the Singapore Arbitration Court.
- 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 Organizer reserves the right to limit and/or refuse climb entries without assigning any reason.
- The Organizer reserves the right to cancel any climb category without prior notice to the Participants.
- The Participants are deemed to have given written permission to the Organizer for the Organizer to collect, analyse and collate any personal information relating to that Participants, as the Organizer may in its sole discretion deem fit, including without any limitation information for the Organizer's programme, planning, data-processing, statistical or risk-analysis, research, fund-raising and/or, any other purposes.
- The Organizer will not be held responsible for any loss and/or damage, personal or otherwise, to the belongings and items deposited at the baggage deposit. The Organizer also reserves the right to check any item or baggage deposited.

## Registration

- All participants who have registered for the Event, confirm 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 climb entries to another party or change climb categories after their registrations are confirmed.
- The Organizer reserves the right to limit and refuse entries without assigning any reasons thereof.
- Registration for the event is open to all participants, however, participants below the age of 18 years (as of 19 October 2019) are required to complete and submit the indemnity form found on the registration page. This indemnity form is to be returned to the Organizer during the Event Pack Collection. Participants who fail to submit the indemnity form will not be allowed to participate in the event.
- The Organizer shall not be held responsible for any dispute arising from incomplete registration details.
- There will be no fee refund for participants who do not eventually take part in the Event. For any reasons whatsoever, event packs not collected by participants will be forfeited.
- Registration is based on a first-come-first-served basis unless otherwise stated.
- All participants must register online through the registration portal.
- The Participants agree to:
  1. provide true, accurate, current and complete information about the Participant contained in the registration form (the "Registration Data");
  2. maintain the security of the Participant's password and identification; and
  3. maintain and promptly update the Registration Data to keep it true, accurate, current and complete.
- The Organizer may contact the Participants from time to time by email. Any notice sent to the email address registered with the Organizer shall be deemed as received by the Participants.

## **Event Pack Collection**

- All participants must collect their event packs, which consist of an event tee, and other sponsored items during the Event Pack collection day to be advised accordingly.
- All participants must bring along the confirmation slip together with their identity card, FIN card or passport to collect their event pack.
- Participants may authorise a representative to collect their event pack if they are unable to collect personally. The representative is required to bring along his or her identity card and an endorsed authorisation letter.
- The Organizer reserves the right to replace any entitlement with products of similar value without giving prior notification or any reasons thereof.
- Late collection of event packs will not be entertained, and the Organizer shall not be liable for any other loss or inconvenience caused, due to participants' inability to collect their event packs.
- As the event T-shirts have been pre-ordered, change in sizes during collection is strictly NOT allowed. Participants must adhere to the event T-shirt sizes that they have registered for.

## **Event Day**

- The Organizer reserves the right to cancel or postpone the climb without any prior notification; in any case, the registration fees are non-refundable and non-transferrable.
- The Organizer reserves the right to amend the event climb 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 such cases, every effort will be made to inform the participants prior to the date of the event. The Organizer shall not be liable for any other loss or inconvenience caused due to such changes.
- Participants must walk on the designated path for the entire route. • The climb is non-competitive. • The Organizer will not be responsible for any loss and/or damage, personal or otherwise, to the belongings and items deposited at the event baggage storage facility. The Organizer also reserves the right to check any item or baggage deposited.
- Please note that there might be public runners and cyclists along the route. We seek your understanding on this matter to ensure that the climb remains safe and enjoyable for everyone.
- Participants are strictly not allowed to transfer their climb entries to another party or change climb categories after their registrations are confirmed.
- No large bags are allowed during the climb.

## **Safety and Medical**

- Participants are strongly encouraged to go for a medical examination and/or consult their medical practitioner prior to registration and before the event day.
- For your own safety, participants are advised to walk on the designated paths throughout the entire route.
- Participants are advised against the consumption of alcohol or stimulants or any kind of drugs within 24 hours prior to the event.
- Should any participant feel unwell or experience any pain/discomfort in the course of climb, they should stop and seek immediate medical attention at designated medical posts.
- The Organizer reserves the right to remove any participant deemed physically incapable of continuing with the Event to prevent him/her from causing greater harm and injury to himself/herself.

## **Inclement Weather**

- The Organizer reserves the right to delay the commencement of the climb in the event of inclement weather. Should the inclement weather persist after delay, the Organizer reserves the right to cancel the climb without any refund.

## **Privacy Policy**

- **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 Empower Ageing Limited (hereinafter 'Empower') 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 'Empower') whether through the website <http://goforyourmountain.com/> (in which this Policy has been posted) or pursuant to any transaction offline (or of a similar nature) in relation to the Go for Your Mountain (hereinafter 'GYM'). The Policy also stipulates Empower's responsibilities in relation to the collection, use, disclosure and protection of personal information.
- **CONSENT**  
By continuing to use Empower's services, accessing any part of the website [www.unlabelledrun.com](http://www.unlabelledrun.com), registering for the GYM, submitting information to Empower (and/or its related entities) whether for the purpose of registering for the GYM 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 Empower's collection, use and disclosure of your personal

information. Further, you hereby agree and consent to Empower'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.

- THIS POLICY SERVES AS A SUPPLEMENT
  1. This Policy is meant to supplement any Agreement governing your relationship with Empower (and its related entities) and should be read in conjunction with those Agreements.
  2. 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 Empower (and its related entities) in respect of your personal information.

## Personal Information

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

### Personal Data

This includes the following:

1. 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.
2. Information which can be linked back to the Participant.  
For example, the name, gender, date of birth, Passport No., and NRIC No.
3. The Participant's health information.  
For example, whether the participant has any known allergies, or any known medical conditions.
4. The participant's technical information.  
For example, the IP address from which the registration form is accessed, completed and submitted
5. Statistical  
This includes the following:
  - The number of participants;
  - The number of hits to the website <http://goforyourmountain.com>. For the avoidance of doubt, Statistical data will be stored purely for analytical purposes, and is entirely anonymous. Statistical data will not be tied to the Participant's record and will only be aggregated for statistical analysis so that Empower can better understand the Participant's profile and improve the service offering.



## COLLECTION OF PERSONAL INFORMATION

Generally, Empower collects personal information in the following ways:

1. When you contact Empower (and/or any of its related entities);
2. When you submit forms or applications to Empower (and/or any of its related entities) (including but not limited to the Registration Form for the GYM);
3. When you submit queries or requests to Empower;
  - When you submit complaints;
  - When you provide feedback;
  - When you respond to Empower's request to provide further information;
  - When you visit the website <http://goforyourmountain.com/>
  - When you submit your personal information to Empower, for any other reasons

If and when you provide Empower (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 Empower that you have obtained the consent of that third party, to your providing Empower with their personal information, for the respective purposes. By providing personal information to Empower (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 Empower's inability to fulfil your requests and/or applications.

## PURPOSES FOR COLLECTION, USE AND DISCLOSURE OF PERSONAL INFORMATION

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

To facilitate your registration for GYM:

1. To verify your identity;
2. To communicate with you;

To respond to your queries:

1. To respond to your requests;
2. To manage administrative and business operations of Empower, and to comply with Empower's internal policies and procedures;



3. To match any personal information held by Empower (and/or any of its related entities) which relates to you, for any of the purposes specified;
4. To facilitate maintenance of security during the Event; and
5. For planning, research, data-planning, and data-processing activities:
  - For statistical and/or risk assessment and analysis;
  - For analysing the effectiveness of our advertisements, competitions and promotions;
  - To comply with any applicable laws, rules, regulations, and guidelines (which may be issued by the concerned authorities);
  - For record keeping purposes (where there are legal and/or business reasons for retaining the said records);
  - 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);
  - For purposes which are reasonably related to the aforesaid.

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

1. If you are a media representative: To facilitate the granting of any access pass to any of the media centres, during the Event; and for any purposes which are reasonably related to the aforesaid.
2. 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.
3. 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 Event: 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 GYM; and for any purpose which is reasonably related to the aforesaid.



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

1. For conducting analytics of services;
2. For organising promotional events;

In organizing corporate events:

1. For sending you newsletters/e-newsletters (only when you have subscribed to them);
2. 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 you may have provided to us, subject to your unambiguous consent) (only when you have opted in to receive such updates);
4. For market research purposes (information is collected anonymously);
  - For purposes which are reasonably related to the aforesaid;
  - For any other purposes for which Empower may notify you and obtain your express consent.

## **DISCLOSURE OF PERSONAL INFORMATION**

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.

1. 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: Empower's related entities;
  - Agents, contractors and/or third party service providers who provide operational services in relation to the ULR;
  - Any business partner, investor, assignee and/or transferee (actual or prospective);
  - Our advertising, marketing and promotional agencies, to help us inter-alia deliver and analyse the effectiveness of our campaigns and promotions;
  - External banks, credit card companies and their respective service providers;
  - Empower's professional advisers (including but not limited to its legal advisers, auditors and financial advisers);

- Appropriate government authorities, statutory boards and law enforcement authorities, to comply with the applicable laws, rules and regulations;
- Counterparties, billing organisations and their respective banks, in relation to fund transfers and payments; and
- Any other party to whom you authorise us to disclose your personal information.
- To the extent feasible, Empower 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.

### **WITHDRAWAL OF CONSENT, ACCESS TO AND CORRECTION OF PERSONAL INFORMATION**

Empower 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:

1. Withdraw your consent to any use of your personal information as set out in this Policy; and/or
2. Have access to and/or incorporate amendments/updates to your personal information; and/or •
3. Have any query or feedback pertaining to your personal information;

you can contact Empower, through any of the following modes:

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). Empower will, upon receipt of your aforementioned written request, allow you to view your stored personal information. To the extent permitted by law, Empower reserves the right to charge a reasonable administrative fee for the said service. Empower will endeavour to respond to your written request within a reasonable timeframe. In exceptional circumstances, Empower 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:

1. Where an investigating authority/statutory authority/government body objects to Empower complying with a participant's said request,
2. Where the information may, in the exercise of Empower's reasonable discretion, have a bearing on the life or security of an individual;

3. 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 Empower, depending upon the nature of request, Empower 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 Empower. Further, under such circumstances, you may be in breach of your contractual obligations. In such an event, all of Empower's (and its related entities) rights are hereby fully and expressly reserved.

### **RETENTION OF PERSONAL INFORMATION**

Empower 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 Empower, and/or as may be required by applicable law. When destroying personal information, Empower will take commercially reasonable and technically feasible measures to make the personal information irrecoverable or irreproducible, as may be required by applicable law.

### **UPDATES TO THE PRIVACY POLICY**

Empower 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 <http://goforyourmountain.com>. Please check back regularly for updated information on the handling of your personal information.

This Policy was last updated on 6 August 2019.