

# SAFRA Mount Faber X Mini Golf Event

## TERMS & CONDITIONS

1. **Organiser.** SAFRA Mount Faber X BMW Mini Golf Event is organised by SAFRA Mount Faber.
2. **Agreement to Terms.** By participating in the contest, each participant agrees to be bounded by these Terms and Conditions, including consent to SAFRA's collection of your personal data in order to conduct the Contest and agree that SAFRA may, for this purpose, collect, use and/or disclose your personal data in accordance with these Terms and Conditions and SAFRA's Privacy Policy at, <https://www.safra.sg/privacy-policy>. All rules and regulations and instructions issued by SAFRA from time to time will be deemed incorporated in these Terms and Conditions. SAFRA reserves the right to amend the Terms and Conditions of the Contest, at any time, without prior notice.
3. **Eligibility:**
  - a) The Event is open to all SAFRA members and guests (the Participant).
  - b) SAFRA employees, permanent or temporary, are not qualified to participate in the Event.
4. **How to Join:**
  - a) Participants can sign up and make payment for both the Experience / Challenge through the M SAFRA application by selecting a timeslot.
  - b) The Challenge is limited to 1 attempt per participant.
  - c) Each session for the Experience is limited to 20 minutes of playing time.
  - d) All applications submitted after the specified date, or submitted through any other means other than as specified above, will not be eligible for the Challenge. Any correspondence on missing and/or delayed submissions shall not be entertained.
  - e) The Mini-Golf Challenge is allowed only if the participant is physically present. Participation is non-transferable.
  - f) Due to the current government COVID-19 measures, participants must arrive at least 15 minutes before their registered time slot.
  - g) If Participants failed to turn up or missed the registered time slot will automatically release the "registered time slot" to others without prior notice. Participants will be rescheduled to the next available time slot at SAFRA's discretion.

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- h) SAFRA reserves the right to turn away any participant, without any reason given.
- i) SAFRA reserves the right to alter or terminate the Mini-Golf Challenge at its discretion with no prior notice.
- j) The decision of SAFRA on all matters pertaining to the Mini-Golf Challenge shall be final. No correspondence or further claims shall be entertained.

### **5. Prizes:**

- a) Upon confirmation of eligibility, the Organiser will inform the winner on the details of prize collection.
- b) The Organiser, upon receiving the required information, may verify that the winner fulfils the criteria set forth in (3) Eligibility. The Organiser reserves the right to void the shortlisted winner if the criteria of eligibility cannot be proven beyond doubt. This includes participants who submitted invalid or incorrect information.
- c) The winner may assign a proxy to collect on behalf by informing the Organiser. The Organiser will provide the Letter of Authorisation (LOA) form for the winner and proxy to provide their details and signatory accordingly.
- d) All prizes are non-transferable and non-exchangeable for cash or other items and may be subject to availability. SAFRA reserves the right to replace any prize with items of similar value without prior notice.
- e) The Organiser shall not be responsible for any consequences, including but not limited to loss of life, injury to person and/or damage to property, arising from or in connection with the Contest and/or redemption or use of the Prizes.
- f) All scorecards must be signed by the Marker before submitting to the Registration Counter.
- g) SAFRA reserves the right, at any time, to verify the validity of entries and participants (including participant's identity, age and membership status) and reserves the right, in its sole discretion, to disqualify any individual who does not meet these Terms and Conditions, tampered with the play or engaged in any unlawful or other improper misconduct. Errors and omissions may be accepted at SAFRA's discretion.
- h) In the event that any winner is disqualified, SAFRA may, at its discretion, select another winner in replacement.
- i) The Organiser assumes no liability or responsibility whatsoever in respect of any defect or deficiency in any of the Prize (or any part thereof) or the

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nature/consumption of the Prize (or any part thereof) and will not entertain any direct or indirect correspondence with any Prize winner in this regard.

j) Prize List for Challenge:

**1<sup>st</sup> Place:** BMW Foldable Bicycle

**2<sup>nd</sup> Place:** BMW GolfSport Trolley Bag

**3<sup>rd</sup> Place:** BMW GolfSports Carrier

**4<sup>th</sup> to 10<sup>th</sup> Place:** Titleist Golf Shoe Bag

**11<sup>th</sup> to 20<sup>th</sup> Place:** BMW GolfSport Duffle Bag.

### 6. Game Rules:

- a) The course consists of 9 holes. Each hole is numbered with a serial number.
- b) Players are to adhere to the order of the holes.
- c) The ball must be played at the first stroke from the base field before the start line.
- d) Once a player moves the ball, it is considered as a ball in the game.
- e) For next strokes, the player may only proceed after the ball stops completely.
- f) The maximum number of strokes per hole is 6. If the 6-stroke fails, the player ends the hole with 1 penalty stroke.
- g) If the ball goes off the play area, player can place the ball back at the spot where it was last on the course with a 1 penalty stroke.
- h) Lowest score with the faster time taken to finish all 9 holes will be the ultimate winner at the top place.

### 7. Cancellation and Refund Policy:

- a) We do not allow cancellation, refund or rescheduling once your slot has been booked on our website. Please make sure that you can make it for the Mini-Golf Challenge slot before you book. No refunds will be given if you do not turn up or are late for the Mini-Golf Challenge.
- b) If the reason for not being able to attend the Mini-Golf Challenge is due to COVID-19 related reasons, you are required to inform us beforehand.

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### 8. Use of Personal Data:

- a) By participating in this Contest, you consent to SAFRA's collection of your personal data in order to conduct the Contest and agree that SAFRA may, for this purpose, collect, use and/or disclose your personal data in accordance with these Terms and Conditions and SAFRA's Privacy Policy at, <https://www.safra.sg/privacy-policy>.
- b) You are solely responsible for the personal data that you provide or disseminate, notwithstanding that the dissemination is via third party platforms managed by SAFRA, including but not limited to SAFRA Website, and your personal data may also be subject to the personal data policies of such third party platforms.
- c) With respect to your information, you warrant and represent to SAFRA that any information provided by you which will include your personal data (or any materials contained therein): (i) shall not be false, inaccurate, or misleading; (ii) shall not be fraudulent, inaccurate, incorrect, or untrue; (iii) shall not infringe any third party's copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy; (iv) shall not violate any law, statute, ordinance or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising); (v) shall not be defamatory, libellous, offensive, unlawfully threatening, or unlawfully harassing; (vi) shall not be obscene or contain child pornography or anything adult in nature or harmful to minors; (vii) shall not contain any viruses, Trojan horses, worms, time bombs, cancellous, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information; (viii) shall not create liability for SAFRA or cause SAFRA to lose (in whole or in part) the services of SAFRA's ISPs or other suppliers; (ix) shall not contain materials that are religious and political. Furthermore, you may not submit any information (including your personal data) on the SAFRA Website that could cause SAFRA to violate any applicable law, statute, ordinance, or regulation.
- d) You hereby grant SAFRA a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to use and to exercise the copyright and publicity rights you have in your information and materials submitted by you for the Contest (the submission), in any media now known or not currently known, with respect to your information.
- e) You shall not assume a false identity or the identity of any other party or transmit libellous, harassing, vulgar, or otherwise objectionable messages; or post materials subject to copyright or other intellectual property rights claimed by any third party.

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### **9. Coverage:**

- a) Each participant, in participating in the Event: (i) agrees to take part in any and all marketing, promotional, publicity exercises with respect to the Contest; (ii) agrees for SAFRA to use his/her name, voice, photograph, likeness or other personal identifiable information in any media for the promotion and publicity of this Event and/or SAFRA products; and (iii) grants to SAFRA all consents and waivers necessary hereunder, including in respect of any promotional photographs and/or audio/ video recordings taken in respect of the Event.
- b) Each participant agrees that SAFRA shall be at liberty to publish, promote, copy, reproduce, transmit, display, edit, adapt, modify, create derivative works of and/or otherwise distribute or use his/her particulars (including any publicly available Instagram or Facebook profile photo and details) and/or the submissions (or any part thereof): (i) in connection with the Contest and/or SAFRA products; (ii) for the promotion and publicity of SAFRA events and/or SAFRA products; (iii) in any manner, format or media whether now known or hereinafter created, and in any part of the world, including without limitation on online platforms such as Facebook, Instagram, Twitter, and YouTube; (iv) at SAFRA's sole and absolute discretion; and (v) royalty-free and without any obligation of attribution or consent.
- c) For the avoidance of doubt, SAFRA expressly reserves the right to adapt, edit and/or modify each submission to include any logo, branding, name, mark, product image in respect of any submissions or such derivative work thereof, for any promotional or marketing purposes of SAFRA branding and/or products.

### **10. Liabilities:**

- a) The verification email (the Email) is available on an "as is where is" basis.
- b) SAFRA does not warrant that the Email will be uninterrupted or error-free. There may be delays, omissions, interruptions and inaccuracies in the news, information or other materials available. SAFRA shall not be responsible for the availability or content of other services that may be linked to the Email.
- c) SAFRA does not make any warranties, express or implied, including without limitation, those of merchantability and fitness for a particular purpose, with respect to the Email or any information or goods that are available or advertised or sold through the Email.
- d) SAFRA does not make any representations, nor does SAFRA endorse the accuracy, completeness, timeliness, or reliability of any advice, opinion, statement or other material or database displayed, uploaded, distributed, or

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available through links in the Email.

- e) SAFRA, its employees, subsidiaries, affiliates, associates, and related corporations make no warranty and hereby disclaim all and any warranty, express or implied (to the extent permitted by law) (i) in respect of the use, security, accuracy, reliability, timeliness, non-infringement, satisfactory quality; (ii) in respect of harm arising from downloading or accessing any information or material through the "Site" or SAFRA Mount Faber's Facebook Page, including without limitation, harm caused by viruses or similar contamination or destructive features, whether or not known; (iii) that the content and any functions associated therewith will be uninterrupted or error-free or that the "Site" or SAFRA Mount Faber's Facebook Page and its server will be free of all viruses and/or other harmful elements.
- f) In no event shall SAFRA, its employees, subsidiaries, affiliates, associates, and related corporations be liable to you and/or to any party for any damages, expenses, claims, costs or losses of any kind, including without limitation, incidental, indirect, consequential, special, punitive, or exemplary damages of any kind, including lost revenues or profits, loss of business or loss of data, (other than for death or personal injury resulting directly from your use of the Email caused in whole by SAFRA's negligence) arising out of any legal claim (whether in contract, tort, or otherwise), your use of or inability to use the Email, the content of the hyperlinks, including but without limitations, special, incidental, indirect, or consequential damages. Any claim against SAFRA shall be limited to the amount you paid, if any, for use of the Email.
- g) SAFRA is not responsible for any safe custody, return, non-delivery, late, misdirected, problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer equipment, software failure encountered during the avatar creation process on account of technical problems or traffic congestion on the Internet, telephone lines or at any web site, or any combination thereof, including any injury or damage to the participant's or any other person's computer or mobile telephone related to or resulting from your participation in the Contest
- h) SAFRA cannot accept any responsibility for any damage, loss, injury, or disappointment suffered by any participant for their involvement in the Contest and/or accepting any prize(s).
- i) By participating in the Event and/or accepting the prize(s), each participant agrees that no claim relating to such losses or injuries (including special, indirect, and consequential losses) shall be asserted against SAFRA, its affiliates, directors, officers, employees, or partners from any and all losses, damages, rights, claims, and actions of any kind resulting in relation to the Email and/or acceptance of any prize(s), including without limitation, personal

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injuries, death, and property damage.

- j) Except where expressly provided herein, each participant shall bear his/her own costs and expenses incurred and/or arising from his/her participation in the Event, and no reimbursement may be sought from SAFRA.
- k) Each participant shall not, without the prior written approval of SAFRA, speak to the press or any other media, or give any interviews or comments relating to the Event and/or SAFRA.
- l) You agree to defend and hold SAFRA, its affiliates, and related corporations from and against all claims, losses, damages, costs and expenses, including legal fees on an indemnity basis, arising out of your use of the "Site" or SAFRA Mount Faber's Facebook Page or any breach of these Terms and Conditions. In addition, SAFRA may use whatever information that is available about you to stop any such breach or any unlawful or inappropriate use of the Email and/or the Contest, including informing any third-party SAFRA deems appropriate of such breach or use and/or disclosing Your Information to such third-party.

**11. Severability.** If any of these Terms and Conditions is held to be invalid or unenforceable, such term shall be struck out and the remaining terms shall be enforced. Any failure to act by SAFRA with respect to any breach by you or others of any of the provisions of these Terms and Conditions does not waive SAFRA's right to act with respect to subsequent or similar breaches.

### **12. Notice:**

- a) The decision of SAFRA on all matters pertaining to the Event (including any dispute arising from the Email or interpretation of these Terms and Conditions) shall be final and binding on all parties. No correspondence or further claims shall be entertained.
- b) You hereby agree and acknowledge: (i) that all electronic communications made pursuant to the use of the Email and/or participation in the Event shall be given legal effect, validity, and enforceability and shall have, between the parties thereto, comparable evidential value to that accorded to a signed written document; (ii) not to contest the legally binding nature, validity, or enforceability of any transaction on the Email on the ground that it was entered into electronically.

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**13. Governing Laws.** These Terms and Conditions shall be governed and construed in accordance with the laws of Singapore, and you acknowledge and agree that by using any of the Services herein or the “Site” or SAFRA website you irrevocably submit to the exclusive jurisdiction of the Courts of the Republic of Singapore.