

## **TERMS AND CONDITIONS**

The “**AIA iRun for Vitality**” will hereafter be referred to as the “Virtual Run”.

### **VIRTUAL RUN PERIOD**

1. The Virtual Run will be posted on **AIA Vitality website** ([https://myaia.aia.com.sg/en/vitality/latest-news/news\\_AIAiRunforVitality.html](https://myaia.aia.com.sg/en/vitality/latest-news/news_AIAiRunforVitality.html)) and hosted on appointed event organiser’s website (<https://bit.ly/2YMh3dZ>) for participation. It will commence on 5 October 2020 at 0000 hours (Singapore time) and end on 18 October 2020 at 2359 hours (Singapore time). Entries will be accepted only during this period.
2. Entries submitted after 18 October 2020, 2359 hours (Singapore time) will not be accepted.

### **ENTRIES AND PARTICIPATION**

3. To take part in the Virtual Run, participants must do all of the following:
  - a) Enter event website, select the virtual race “AIA iRun for Vitality” and register for a race from 7 September to 4 October 2020
  - b) Sign up for a 42Race account for new users or login for existing users
  - c) Select one of the categories to participate for Individual Challenge upon login: Novice 10KM, Advanced 25KM, Ultra 50KM
  - d) Participants can opt to join the Team Challenge after registering for the Individual Challenge by forming a team of four (4) and complete 200KM together
  - e) Upload screenshots of their run data from the supported devices/apps as listed on the event website and input the details required via the event website when the virtual race “AIA iRun for Vitality” commences on 5 October 2020. Alternatively, participants can sync with Garmin or Strava app for easy submission of their run data
  - f) Log at least one (1) inspirational run journal via the event website to qualify for the Individual Inspirational Award and the inspirational run journals must be made available for viewing by the public in order to qualify

If participant is an AIA Vitality Member and wishes to have AIA Vitality points and/or Vitality coins (where applicable) to be credited into AIA Vitality membership account, to input AIA Vitality membership number accurately when registering for the race.

AIA Singapore reserves the right to disqualify any entry that does not meet the above eligibility criteria.

4. The Virtual Run is open to all AIA Vitality Members residing in Singapore, aged 16 years and above, who have valid AIA Vitality memberships (each an “Eligible AIA Vitality Member”), including employees and agents of AIA Singapore who are also Eligible AIA Vitality Members. Non-AIA Vitality Members and general public may participate in the Virtual Run as well.

5. Applicable phone, Internet, postal or any other charges may apply, and the participants shall be responsible for such costs and expenses.

6. Participants who complete the Individual Challenge will earn an eBadge and eCert in their 42Race account. AIA Vitality Members will also earn AIA Vitality points based on categories selected upon registration (10KM = 250 points, 25KM = 600 points, 50km = 1,000 points). AIA Vitality Members who participate in the Virtual Run and clock their run with supported fitness devices/apps linked to My AIA SG app will continue to earn physical activity points for their Weekly Fitness Challenge.

7. Participants who complete the Team Challenge will earn an eBadge and eCert in their 42Race account. The first 100 teams to complete, based on completion time, will win four (4) finisher tees (worth S\$14.90 each) per team and AIA Vitality Members in the teams will each win 200 Vitality coins (worth S\$10).

8. AIA Singapore will select a total of ten (10) winners based on the inspirational run journal and final distance clocked for Individual Inspirational Award from the Virtual Run entries that comply with Paragraph 3 above.

9. The top ten (10) winners for Individual Inspirational Award will each win one (1) Fitbit Inspire HR Device (worth S\$158 each). If the winners are AIA Vitality Members, they will also each win 1,000 Vitality coins (worth S\$50 each).

10. Participants are allowed to submit multiple inspirational run journal entries for the Individual Inspirational Award but each participant may only win one (1) prize in the Virtual Run.

11. The selection of the winning entries will be solely at the discretion of AIA Singapore. AIA Singapore's decision is final and binding on all participants. No correspondence will be entertained about AIA Singapore's decision.

12. AIA Singapore reserves the right to award one (1) prize per household (only) in the event that multiple entries are submitted from one household.

13. By registering in the Virtual Run, all participants agree to be bound by these Terms and Conditions, and the prevailing terms and conditions by appointed event organizer all of which may be amended from time to time. AIA Singapore reserves the right to refuse entry or refuse to award the prize to anyone in breach of these terms and conditions. AIA Singapore may vary these terms and conditions without notice, or discontinue or withdraw the Virtual Run at any time without any notice or liability to any party.

## **PRIZES AND WINNERS LIST**

14. The winners of the Virtual Run for Individual Inspiration Award will be announced on 23 October 2020 in the manner as may be determined by AIA Singapore. The winners will be notified with details on prize collection via the email provided in their registration for the Virtual Run. For winners who are AIA Vitality Members, the 200 Vitality coins for the top 100 teams and 1,000 Vitality coins for the Individual Inspiration Award will be credited into the winner's in-app Wallet on My AIA SG app by 6 November 2020. AIA Singapore reserves the right to deal with all prizes unclaimed within the time stipulated in the prize notification email, in any manner deemed fit. Only AIA Vitality Members who have a valid AIA Vitality membership at the point of registration, winner announcement and crediting of Vitality coins will be eligible to win the Vitality coins.

15. The AIA Vitality points will be credited into AIA Vitality Members' account by 6 November 2020. Please note that the AIA Vitality points earned will not count towards the Weekly Fitness Challenge target points and it will be added to the overall AIA Vitality status points. The AIA Vitality points will be reflected on AIA Vitality Members' points statement as "Other Activities" and dated on the date of points crediting. Only AIA Vitality Members who have provided a valid AIA Vitality membership number at the point of registration and points crediting will be eligible to earn the AIA Vitality points.

16. In the event that any winner is disqualified from the Virtual Run, AIA Singapore at its sole discretion may decide whether a replacement winner should be selected. In this event, any

further winner will be selected on the same criteria as the original winner and will be subject to these Terms and Conditions.

17. Prizes are non-transferable unless stated otherwise and non-exchangeable for cash and may be subject to availability. AIA Singapore is not obliged to replace any damaged, lost or defaced prizes. Value of the prizes may vary; AIA Singapore reserves the right to replace any prize with items of similar value without prior notice. AIA Singapore reserves the right to end the Virtual Run or amend these Terms and Conditions at any time without prior notice. All prizes will be awarded on an "as is" basis, and all warranties, express or implied, are disclaimed. AIA Singapore does not guarantee nor bear liability regarding the quality, performance, technical specifications, conditions or safety of the prizes.

18. AIA Singapore's decision regarding the award of all prizes, and/or in every situation including any not covered in these Terms and Conditions, shall be final and binding on all participants in the Virtual Run, and no queries, challenges or appeals may be made or entertained regarding AIA Singapore's decision on the same. The receipt by any winner of any prize under this Virtual Run is conditional upon compliance with any and all applicable laws, rules and regulations.

## **RELEASES**

19. Each participant making an entry into the Virtual Run represents and warrants that all materials, documents, information and forms submitted or created by him/her in connection with the Virtual Run do not infringe on the rights of any party, including but not limited to intellectual property rights relating to any patent, trademark or brand name registered or enforceable anywhere in the world. Such participant shall indemnify AIA Singapore and its affiliates against any claims, liability, damages, costs and expenses incurred by AIA Singapore and its affiliates arising out of or in connection with any such infringement (including legal costs on a solicitor-client basis), and shall at the request of AIA Singapore, defend any action brought against AIA Singapore and its affiliates for any such claim for liability and/or damages.

## **OWNERSHIP AND RIGHTS**

20. By participating in the Virtual Run, each participant hereby agrees and authorizes AIA Singapore, to use at its discretion, without further compensation, fee, charge or other remuneration to him/her, and to disclose his/her name, addresses, personal details, photographs, videos or any likeness of him/her for packaging, promotional, advertising, marketing and/or publicity purposes (where not prohibited by written law), and to use statements or any creative content made by or attributed to him/her as winners of this Virtual Run (if applicable), and any rights in connection therewith. The participant shall not own any intellectual property rights (including moral rights) to any of his/her work or creations submitted in connection with the Virtual Run and accordingly agrees to unconditionally waive all such rights.

21. All worldwide intellectual property rights, in any work or submission by any participant made in connection with the Virtual Run shall be unconditionally vested in and owned by AIA Singapore without further action but the participant shall execute any documentation in favour of AIA Singapore for such purposes where necessary or required. AIA Singapore shall have the right to create derivative works there from and sub-license any such works to any third party at its discretion without compensation to any participant. Each participant waives all ownership rights he or she may have over the Virtual Run works/submission.

## **LIMITATION OF LIABILITY**

22. By entering this Virtual Run, all participants agree to release, discharge, and hold harmless AIA Singapore and its partners, affiliates, subsidiaries, advertising agencies, agents and their employees, officers, directors, and representatives from any claims, losses, and damages arising directly or indirectly out of their participation in this Virtual Run or any Virtual Run-related activities or for (i) any printing or typographical errors in any materials or communication associated with the Virtual Run (ii) any technical malfunction and/or problem with the prizes and (iii) any use or enjoyment of the prizes. AIA Singapore shall not be responsible, under any theory of liability or indemnity, for any injuries sustained/casualty (to the extent permitted by law) that arise directly or indirectly from the participation in the Virtual Run and/or its associated activities or events.

23. Acceptance of any prize shall constitute a release and discharge of AIA Singapore by each winner from any and all liability, claims, demands, causes of action, and/or damages which the winner may have, whether known or unknown at the present time, of any nature whatsoever, arising out of or relating to:

(i) the Virtual Run, (ii) property damage, theft or loss suffered by the winner as a result of the use and/or enjoyment of the prize, and/or (iii) any tax liabilities in relation to the Virtual Run, prize and/or use or enjoyment of the same. AIA Singapore makes no representation or warranty on the merchantability or fitness for purpose of the prize.

24. AIA Singapore assumes no responsibility for any error, omission, interruption, deletion, defect, or delay in the transmission; communications line failure; theft or destruction of or unauthorized access to Virtual Run entries; or alteration of entries. AIA Singapore is not responsible for any problems with or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any entry to be received on account of technical problems or traffic congestion on the Internet or at any website, human errors of any kind, or any combination thereof, including any injury or damage to participants' or any other persons' computers related to or resulting from participation, uploading or downloading of any materials related to in this Virtual Run.

## **CONDITIONS**

25. AIA Singapore also reserves the right to disqualify any entry that it deems inappropriate or unsuitable or detrimental to the AIA brand (not just in terms of vulgarity).

26. Should photos be required to be submitted for the Virtual Run, all photos submitted should be original (i.e. taken by the participant). They should not be plagiarised, copied or reproduced from other photo Virtual Runs or images that are licensed to other third party vendors. Such entries will be infringing third party copyright/privacy laws and will be disqualified regardless of when the infringement is detected.

27. THIS VIRTUAL RUN IS VOID WHERE PROHIBITED BY APPLICABLE LAWS. To the extent permitted by law, the right to litigate, to seek injunctive relief or to make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or on connection with this Virtual Run are hereby excluded and any participant expressly waives any and all such rights. Certain restrictions may apply. Entries are deemed void if AIA Singapore determines the entries are illegible, incomplete, damaged, irregular, altered, counterfeit, produced in error or obtained through fraud or theft.

28. By participating in the Virtual Run, each participant agrees if he/she wins, that AIA Singapore may use the winning submission and his/her name, likeness, and/or voice in any publicity or advertising relating to the Virtual Run or future promotions without compensation or approval (except where prohibited by law). All applicable taxes, fees and surcharges and/or foreign duties on prizes are the sole responsibility of the prize winners.

29. AIA Singapore reserves the right to verify the validity and originality of any entry and/or the identity of the participant (including a participant's email address), AIA Singapore reserves the right to remove any entries or block any users using profanity, racial slurs, foul language or comments that may be deemed as an attack on AIA Singapore or the Virtual Run. By participating in this Virtual Run to these Terms and Conditions, each participant warrants that he/she will not post any messages that are obscene, vulgar, sexually-oriented, hateful, threatening, or otherwise in violation of any laws.

30. Failure by AIA Singapore to enforce any of its rights at any stage does not constitute a waiver of those rights.

### **RIGHT TO CANCEL OR SUSPEND VIRTUAL RUN**

31. If for any reason the Virtual Run is not capable of running as planned, due to infection by computer virus, bugs, worms, trojan horses, denial of service attacks, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of AIA Singapore that corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Virtual Run, AIA Singapore reserves the right, at its sole discretion, to disqualify any participant(s) who tamper with the entry process, and/or to cancel, terminate, modify, or suspend the Virtual Run. If AIA Singapore elects to cancel or terminate the Virtual Run, AIA Singapore will not retain any rights in the submitted entries.

### **DATA PROTECTION**

32. All selected winners will be required to furnish their personal information for identification purposes, for administering this Virtual Run and to comply with regulatory requirements, where applicable. By furnishing their personal data, selected winners agree that such data may be accessed, stored or otherwise processed in any medium or format determined by AIA Singapore, and may be transmitted across jurisdictional borders for storage and processing by AIA Singapore, its affiliated entities or its service providers. All participants by furnishing their personal data agree that AIA Singapore may share their personal data with its affiliated companies and service providers for the purposes stated above.

33. All personal data furnished by participants and collected in connection with this Virtual Run will be subject to AIA Singapore's Personal Data Policy which is available at AIA Singapore's website.

### **DISCLAIMER**

34. Any trademarks, graphic symbols, logos or intellectual property contained in any materials used in connection with this Virtual Run, in particular those relating to the Virtual Run prizes, are the property of their respective owners. The trademark, logo, graphic symbols of AIA Singapore and its affiliates are the intellectual property of AIA Company Limited, and contractors are not affiliated with such owners and their relevant affiliates. AIA Singapore is not providing any endorsements or sponsorships to their products or services.

35. Each participant of this Virtual Run exempts AIA Singapore from any liability arising from any act, omission or default in connection with the use and operation of the operating platforms for the Virtual Run over which AIA Singapore has no control. This Virtual Run is administered by 42Race Technology Pte Ltd and all participants are providing information to 42Race Technology Pte Ltd directly and not to AIA Singapore.



**GOVERNING LAW AND JURISDICTION**

36. This Virtual Run and these Terms and Conditions shall be governed by Singapore law and each participant agrees to submit to the exclusive jurisdiction of the courts of the Republic of Singapore.