

FUTUREMAKERS EKIDEN CHALLENGE - TERMS & CONDITIONS

Version 2.0 | Effective Date: 16 September 2024

1. CHALLENGE

- 1.1 The following terms and conditions set out how you can enter to qualify for a complimentary Ekiden slot under the Futuremakers Ekiden Challenge that is offered to the first 100 teams that had completed the required steps to participate in this Challenge.
- 1.2 The Sponsor of this Challenge is STANDARD CHARTERED BANK (SINGAPORE) LIMITED of Marina Bay Financial Centre Tower 1, 8 Marina Boulevard, Level 27, Singapore 018981 ("**Sponsor**"). The Administrator of this Challenge is Ironman (Asia) Pte. Ltd. located at 221 Henderson Road, #08-02 Henderson Building, Singapore 159557 ("**Administrator**").
- 1.3 By entering the Challenge, you agree to be unconditionally bound by these terms and conditions and that the decisions of the Sponsor shall be final and binding in all respects. A copy of these terms and conditions shall be available at <https://www.singaporemarathon.com/community/ekiden-challenge/> for the duration of the Challenge.

2. ELIGIBILITY

- 2.1 This Challenge is open only to companies incorporated in Singapore. Each company must form a team of five (5) employees to participate in the Challenge.
- 2.2 Every employee participating in the Challenge must be at least 21 years of age.
- 2.3 By entering the Challenge, you confirm that you are eligible to do so and eligible to claim any Complimentary Slot you may receive.

3. STARTING DATE AND CLOSING DATE

- 3.1 The Challenge begins on 29 July 2024 at 10:00 hrs GMT +8 ("**Opening Date**") and ends on 7 November 2024 at 23:59 hr GMT +8 ("**Closing Date**").
- 3.2 Only entries submitted within this timeframe shall be eligible to participate in the Challenge. For the avoidance of doubt, all entries received after the Closing Date or after the first 100 Recipients (as defined below) have been determined, whichever comes first, will be automatically disqualified.

4. COMPLIMENTARY SLOT

- 4.1 The first 100 corporate teams to complete the Entry Requirements will receive a complimentary Ekiden slot in the Challenge (each a "**Complimentary Slot**", together the "**Complimentary Slots**"). The estimated retail value of each Ekiden Complimentary Slot given in this Challenge is worth SGD600. The total number of Complimentary Slots available is 100.
- 4.2 The Complimentary Slots are not negotiable or transferable. There is no cash alternative for the Complimentary Slots.

5. HOW TO ENTER

- 5.1 To enter this Challenge, every eligible company must follow these steps ("**Entry Requirements**"):
 - (a) Each company must form a team of five (5) employees to participate in the Ekiden run.
 - (b) Each company must comply with one of the following steps:

- (i) to set up a fundraising page on <https://www.giving.sg/donate/campaign/standard-chartered-singapore-marathon-2024-x-futuremakers-ekiden-challenge> following the Futuremakers Ekiden Fundraising Guide to raise funds of any amount for Futuremakers; or
- (ii) to contribute donations of any amount to Futuremakers via <https://www.giving.sg/donate/campaign/standard-chartered-singapore-marathon-2024-x-futuremakers-ekiden-challenge>
- (c) Registration of your company's interest must be done via <https://www.singaporemarathon.com/community/ekiden-challenge/>.

5.2 Company that does not fulfil the above Entry Requirements will not be considered valid attempt or entry and will not be eligible to obtain the Complimentary Slot(s).

6. ENTRY LIMITATIONS

6.1 Only the first hundred (100) teams to complete the Entry Requirements will qualify for the Complimentary Slots.

7. SOCIAL MEDIA PROMOTION

7.1 For company and/or participants participating in this Challenge, you will receive social media graphics to share your fundraising efforts and promote your participation in the Challenge. In promoting the fundraising efforts and participation in the challenge, you must not:

- (a) violate any rules, guidelines or instructions that the Sponsor may convey regarding the Challenge;
- (b) interfere with or disrupt the operation of the Challenge;
- (c) engage in any action that may adversely affect other entrants;
- (d) disparage the Sponsor or harm their goodwill or reputation;
- (e) breach the security of the Sponsor's website or App or any promotion systems used or identify any security vulnerabilities in them;
- (f) impersonate any person or entity, or make any false statement pertaining to your identity; or
- (g) engage in any activity that constitutes or encourage conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any applicable laws, including laws governing privacy, defamation, mass email, spam, export control, consumer protection, unfair competition and false advertising.

7.2 Your social media promotion posts must not include content:

- (a) that may infringe the rights of other parties, including patents, copyrights, trade secrets, trademarks, a person's data protection rights, rights to privacy or publicity rights;
- (b) that may depict or identify minors (anyone below 21 years of age), their personal details, their address or ways to contact them;
- (c) that is false, inaccurate or misleading;

- (d) that may include software viruses, spyware or any other malicious applications;
- (e) that may encourage, support, assist, or advise in the commission of a criminal offense;
- (f) whose publication is prohibited by any applicable laws; or
- (g) that may be threatening, abusive, harassing, defamatory, libellous, vulgar, discriminatory, violent, obscene or racially, ethnically or otherwise objectionable.

7.3 You further confirm that:

- (a) all text, images and video footage forming part of the social media posts is solely your original creation and you are the sole rightful owner of all intellectual property rights associated therein;
- (b) you have lawfully obtained the valid consent of all individuals depicted or shown in the promotion entry (if any), to use their image, likeness and publicity rights, for the purposes contemplated by these terms and any such individuals have waived all rights they may have in relation to such use; and
- (c) all tags associated with the content are accurate.

7.4 Any post required for or related to the fundraising efforts or participation in this Challenge on social media that you publish on or through your Facebook / X / Instagram / LinkedIn account must include:

- (a) the following hashtags: #ad (which must be placed prominently at the beginning of the post); and
- (b) where the promotion requires entrants to share or re-tweet the Sponsor's post, any links contained in the original social media post published by the Sponsor (for the avoidance of doubt including a link to these terms and conditions) and any hashtags included in that post.

8. RECIPIENTS OF COMPLIMENTARY SLOTS

- 8.1 All submission of entries will be reviewed for validity in accordance with these Terms and Conditions by the Sponsor on a weekly basis during the period of the Challenge provided under section 3 to determine the first 100 corporate teams to have fulfilled the Entry Requirements ("**Recipients**"). All Recipients eligible to receive the Complimentary Slot(s) will be contacted within fourteen (14) days after the completion of review on each Friday. For entries submitted during the final week ending on 7 November 2024, eligible Recipients will be contacted within fourteen (14) days after the Closing Date.
- 8.2 The Sponsor's determination of the Recipients to receive the Complimentary Slot(s) shall be final, conclusive, and binding, and no appeal or correspondence will be entertained.

9. CLAIMING THE COMPLIMENTARY SLOTS

- 9.1 The Administrator will make reasonable efforts to contact each Recipient company by the email address provided at the point of entry, according to the timeframe set out in section 8.1 above. The Recipient must, within seven (7) days of being notified as the recipient of the Complimentary Slot(s), register their team on SCSM website using the registration link provided by the Administrator.
- 9.2 If the Recipient company cannot be contacted or is not available, or has not claimed their Complimentary Slot within seven (7) days of receiving notification of the same, the Sponsor

reserves the right to offer the Complimentary Slot to the next eligible entrant selected according to the criteria set out in Clause 8 in place of the Recipient that cannot be contacted.

- 9.3 The Sponsor does not accept any responsibility if the Recipient is not able to take up the Complimentary Slot.

10. DISQUALIFICATION

- 10.1 To be announced as a Recipient, and to claim a Complimentary Slot, the company must have complied with and remain in compliance with these terms and conditions.
- 10.2 If a potential Recipient does not comply with all of the above requirements within the above time frames, or does not otherwise comply with these terms and conditions, the Sponsor may disqualify the entrant without any liability to that entrant and select a replacement Recipient.
- 10.3 The Sponsor may employ measures to detect and prevent fraudulent or abusive activities in connection with the Challenge. The Sponsor reserves its right to disqualify you, without prior notice and without liability to you, if the Sponsor, in its sole discretion, believes that you have engaged in fraudulent or abusive activities in connection with the Challenge.

11. LIMITATIONS ON LIABILITY

- 11.1 By accepting a Complimentary Slot, the Recipient agrees to release and hold harmless the Sponsor, Ironman (Asia) Pte. Ltd. ("**IRONMAN**"), and each of their parents, subsidiaries, affiliates, suppliers, distributors, agencies and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "**Released Parties**") from and against any claim or cause of action, including, but not limited to, damage to or loss of property, arising out of participation in the Challenge, inability to participate in the promotion, or receipt of, use or misuse of any Complimentary Slot to the extent permitted by applicable laws and regulations.
- 11.2 To the extent permitted by applicable laws and regulations, the Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software failures of any kind including any injury or damage to any person's computer account resulting from participating in this Promotion, or mis-transcribed data; (3) unauthorized human intervention or human error which may occur in any part of the entry process or the process for allocating the complimentary slot(s); (4) technical or human error which may occur in the administration of the Challenge or the processing of entries; (5) late, lost, undeliverable, damaged or stolen post; (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Challenge or receipt or use or misuse of any Complimentary Slot; or (7) any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Challenge or any Challenge-related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of any Complimentary Slot. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Challenge, if it is possible.
- 11.3 Nothing in this section shall exclude the Released Parties' liability for death or personal injury caused by their negligence, for fraud or fraudulent misrepresentation, or for any other liability whose limitation is prohibited by law.
- 11.4 All Recipients must ensure the participants (employees of the Recipients) are medically fit to run and participate in SCSM2024 Ekiden race.

- 11.5 All participants are advised to seek medical advice before participating in the SCSM2024 Ekiden race.
- 11.6 In the event that the Sponsor is prevented from awarding the Complimentary Slots or continuing with the Challenge as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labour dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), epidemic, pandemic, or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within the Sponsor's control (each a "**Force Majeure**" event or occurrence), then subject to any governmental approval which may be required, the Sponsor shall have the right to modify, suspend, or terminate the Challenge.

12. SOCIAL MEDIA DISCLAIMER

- 12.1 This Challenge is in no way sponsored, endorsed or administered by, or associated with, Facebook / X / Instagram / LinkedIn . Your use of Facebook / X / Instagram / LinkedIn is governed by their respective privacy notice and terms of service.
- 12.2 Facebook / X / Instagram / LinkedIn is fully released (by you and by the Sponsor) from all liability that may arise from any matter related to the Challenge, and Facebook / X / Instagram / LinkedIn may not be held liable for any claim arising from your participation in the Challenge or taking up a Complimentary Slot.
- 12.3 Entrant acknowledges that, by his/her actions in posting any social media posts, that entrant's post shall be publicly visible on the social media outlets, and entrant agrees that the post may be shared by third parties in various social media outlets and that the Sponsor and/or Facebook / X / Instagram / LinkedIn is not responsible for any reposting or other use of its posts by third parties.

13. TAXES

- 13.1 The Complimentary Slots may be taxable income under the laws applicable to the Recipient(s). To the extent permitted by applicable laws, any taxes applicable to the Complimentary Slot are the sole and exclusive responsibility of the Recipient(s). The Recipient(s) are solely responsible for reporting the value of the Complimentary Slot to the relevant tax authorities, and paying all taxes applicable to the Complimentary Slot, as required by the applicable tax laws. Upon request from the Sponsor, the Recipient(s) will promptly complete and submit to the Sponsor all tax forms, certificates or authorizations as may be necessary under the applicable tax laws. If required by law, the Sponsor reserves the right to withhold and remit to the appropriate taxing authorities the amount of any tax or taxes due. Without prejudice to the generality of the foregoing, any stamp duty payable in respect of these terms and conditions, and any penalties for the non-payment thereof (if any), shall be borne by you.

14. USE OF LIKENESS

- 14.1 Except where prohibited by law, participation in the Challenge constitutes your consent for the Sponsor and its affiliates', agents', designees, or affiliated third parties', to use entrant's name (including company's name and employee's name), voice, likeness, statements, photographs (including the use and appearance of entrant's photograph on Sponsor's website/social media pages or channels), audiovisual recordings, opinions, biographical information, for purpose of advertising the Challenge, any subsequent drawing, contest, or other promotion by Sponsor, any event owned or licensed by Sponsor, or for any other commercial purpose, in each case in any media or manner, now known or hereafter devised, without payment, consideration, notice, or approval.

- 14.2 You agree that the Sponsor may, but is not required to, make your entry and your photo available on Sponsor's website or SCSM website, its social media pages, and any other media, whether now known or invented in the future, and in connection with any publicity of the Challenge.

15. DATA PROTECTION

- 15.1 The Sponsor collects and uses personal data to conduct the Challenge, as is necessary for the Sponsor to be able to perform its agreement with you and in order to comply with its legal obligations, including to select the Recipients, deliver the complimentary slots and publish the results (as required by advertising regulations).
- 15.2 The Sponsor will only process personal data submitted to the Sponsor as set out in the Standard Chartered Bank Privacy Notice, available at <https://www.sc.com/sg/privacy-notice/> ("Privacy Notice"). This Privacy Notice contains, amongst others, the contact information of the Data Protection Officer to address queries on the Privacy Notice or the exercising of your personal data protection rights with regards to this event.

16. GOVERNING LAW AND JURISDICTION

- 16.1 The Challenge, these terms and conditions and any dispute arising therefrom shall be governed by Singapore law. This choice of law does not deprive you of the protection afforded to you under your own laws and such provisions that cannot be derogated from by agreement by virtue of the law of your jurisdiction.
- 16.2 The parties submit to the non-exclusive jurisdiction of the courts of Singapore.

17. GENERAL

- 17.1 Please see the Challenge's page on <https://www.singaporemarathon.com/community/ekiden-challenge/> for a copy of these terms and conditions. The terms and conditions shall be available until four weeks after the Closing Date.
- 17.2 The Sponsor reserves the right to hold void, suspend, cancel, or amend the Challenge where it becomes necessary to do so.
- 17.3 These terms and conditions cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of the Sponsor.
- 17.4 If any provision(s) of these terms and conditions (or any part thereof) are held to be invalid or otherwise unenforceable or illegal, the invalidity or unenforceability of any provisions (or any part thereof) shall not affect the validity or enforceability of any other provision and all remaining provisions (or any part thereof) hereof will remain in full force and effect and shall be construed in accordance with their terms as if the invalid or unenforceable or illegal provision were not contained herein.
- 17.5 You may not assign or delegate these terms and conditions or any of your rights and obligations hereunder. Any purported assignment shall be null and void.
- 17.6 For help with entries, please visit <https://www.singaporemarathon.com/community/ekiden-challenge/> or write in to singaporemarketing@ironman.com.
- 17.7 This Challenge is not sponsored by IRONMAN.
- 17.8 SINGAPORE MARATHON™ is a trademark of World Triathlon Corporation. All Rights Reserved.

