

## BEERFEST RUN 2019 - Rules and Regulations

### 1. General

- 1.1. The Beerfest Run 2019 (“BFR19”) is organised by Beerfest Asia Pte Ltd (referred to herein as the “Organiser”) in accordance with these Rules and Regulations (the “R&Rs”) applicable to the Participants, which can be found at <http://www.beerfestasia.com/beerfestrun> (the “Official Website”).
- 1.2. By continuing to use the organiser’s services, accessing any part of the Official Website, submitting information to the Organiser (and/or its related entities) whether for the purpose of registering for the BFR19 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 the attached Privacy Policy (as amended from time to time) in respect of the Organiser’s collection, use and disclosure of your personal information. Further, you hereby expressly agree, and consent to the Organiser’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 the Policy above.
- 1.3. Organiser reserves the right to modify or substitute any of these R&Rs from time to time as they deem fit and without giving prior notification or any reasons therefore. If there is ambiguity in any of these provisions, Organiser shall be the authority to interpret, and in so doing, Organiser will take into account the interests of all the affected Participants. Any amendments to these R&Rs will be updated on the Official Website.
- 1.4. The Organiser reserves the right to cancel the BFR19 at any time without prior notice to the Participant, in which case they will make reasonable effort to inform the Participant prior to the date of the event. If the BFR19 is cancelled, there shall be **no refund** of fees paid. The Organiser, Event Sponsors or Co-Sponsors shall not be liable for any other loss or inconvenience caused.
- 1.5. The Organiser reserves the right to amend the BFR19 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 day/date of the event. The Organiser, Event Sponsors or Co-Sponsors shall not be liable for any other loss or inconvenience caused.
- 1.6. Please note that by attending and by your presence at Beerfest Asia 2019, you consent to be photographed, filmed and/or otherwise recorded. Your attendance of the Event constitutes your consent to such photography, filming and/or recording and to any use, in any and all media throughout the universe in perpetuity, of your appearance, voice and name for any purpose whatsoever. You further agree that all intellectual property rights in the photographs, film and/or recording which may be taken of you at the Event belongs solely to Beerfest Asia Pte Ltd.
- 1.7. To the best of the knowledge of the Organiser, the information presented on the Official Website is believed to be correct. The Organiser does not accept responsibility for any actions taken on the basis of this information, neither does it accept any liability for omission or errors of fact contained herein.

## **2. Registration**

- 2.1. Participant must be 18 years and above on the race day to be eligible to participate. All race entries are based on a first-come first-served basis unless otherwise stated.
- 2.2. Completion of the online registration form confirms the Participant's agreement to abide by these R&Rs.
- 2.3. Registration for the race is only confirmed upon confirmation email and payment receipt.
- 2.4. The Participant agrees to (i) provide true, accurate, current and complete information about the Participant contained in the registration form (the "Personal Information"); (ii) maintain the security of the Participant's password and identification; and (iii) maintain and promptly update the Personal Information to keep it true, accurate, current and complete. The Organiser may contact the Participant from time to time by email. Any notice sent to the email address registered with Organiser shall be deemed as received by the Participant.
- 2.5. If the Participant provides any information that is untrue, inaccurate, not current or incomplete, or if Organiser has grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Organiser may suspend or terminate the Participant's registration and refuse any and all future use of the Official Website (or any parts thereof). The Organiser shall not be held responsible for any disputes arising from incomplete entry details.
- 2.6. Registration details are non-transferable and exchangeable after the closing of registration. Exemptions will be made only for the following information: Emergency contact person

## **3. Cancellation**

- 3.1. After registration, there will be no fee refund for a Participant who does not eventually take part in the BFR19, for any reason whatsoever.
- 3.2. Participants are strictly not allowed to transfer his or her race entry to another party.
- 3.3. The resale of race slot(s) at the same or any price in excess of the initial purchase price is prohibited. The Organiser reserves the right to cancel any registration that have been resold and to deny any such race slot entry.

## **4. Safety**

- 4.1. Whilst reasonable precaution will be taken by the Organiser to ensure the Participants' safety; the Participant takes part in BFR19 at his or her own risk. To the fullest expense permissible by applicable law, the Organiser, Event Sponsors or Co-Sponsors will not be responsible or held liable for any injury or death howsoever arising from training for or during participation in BFR19 2019. The Participant is strongly encouraged to consult his or her medical practitioner before registration and before the actual race day.
- 4.2. Participants must retire from the race immediately if required to do so by any member of the official medical staff, race in charge, referee and/or security officer.
- 4.3. The Organiser reserves the right to remove any participant deemed physically incapable of continuing with the run to prevent him/her from causing greater harm and injury to himself/herself.

- 4.4. Participants are strongly encouraged to go for a medical examination and/or consult their medical practitioner prior to registration and before the actual race day.
- 4.5. For the safety of participants, participants are advised to run on the designated route and observe traffic regulations.
- 4.6. No pets, or any form of wheel-run objects of transport e.g. inline skates, prams, push cars, shoes with built-in or attached rollers is allowed on the course during the race except official race and medical vehicles.
- 4.7. The Organiser reserves the right to delay the commencement of the race in the event of inclement weather. Should inclement weather persist after a delayed start, the Organiser reserves the right to cancel the race at the Organiser's sole discretion without further obligation and without any refund.

## 5. Race

- 5.1. Participants are required to start from the start pens/line based.
- 5.2. Pets, bicycles, in-line skates, prams, push carts, shoes with built-in or attached rollers, and any other wheel-run objects are not allowed on the route. The only exception to this rule is for wheelchair-bound participants which must be informed to the Organiser. Only official race and medical vehicles are allowed on the race route.
- 5.3. The Organiser reserves the right to use any photographs, motion pictures, recordings, or any other media records (including those displaying the Participant) of the BFR19, for any legitimate purpose, including commercial advertising.
- 5.4. The Organiser reserves the right to limit and/or refuse race entries without assigning any reason.
- 5.5. The Organiser reserves the right to cancel the race without prior notice to the Participants.
- 5.6. The Organiser will not entertain nor be in any way responsible for any disputes arising from incomplete entry details.
- 5.7. Participants who do not start within 30 minutes from the flag off time will be disqualified and for safety reasons, are not allowed to start.
- 5.8. Slower moving participants, including but not limited to those who are walking, are required to keep to the left side of the designated race route so as not to cause obstruction to other participants.

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## 6. Race Entry Pack Collection

- 6.1. All Participants must collect their race entry pack (the "Race Entry Pack") which includes the Event T-shirt/Singlet, and other novelties at the Race Entry Pack Collection location ("REPC") during the collection period ("Collection Period"), of which details will be stated on the Official Website. If Participants are unable to collect their Race Entry Pack in person, they may empower a duly authorised representative in accordance with the procedure detailed on the Official Website.
- 6.2. Race Entry Pack collection period will be advised via email communication nearer to date.

- 6.3. Any late collection will not be entertained, due to Participants' inability to collect their Race Entry Pack. The Organiser shall not be liable for any loss or inconvenience caused. For the avoidance of doubt, Organiser is not obliged to extend the collection period or to ensure that a Participant receives his or her their Race Entry Pack. At all times, it is the responsibility of the Participant to collect his or her Race Entry Pack during the Collection Period. Race Entry Packs not collected during the Collection Period will be deemed to be unwanted, and Organiser shall be at liberty to dispose or re-distribute them accordingly.
- 6.4. No exchange of tee sizes allowed.

## 7. Runner's Entitlement

- 7.1. All Participants who successfully completion of the race will be awarded a 1L Finisher's Mug which allows participants to purchase beer at selected beer booths at promotional price on Thursday, 27<sup>th</sup> June 2019 only, within the festival ground.

## 8. Privacy Policy

### 9.1. 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 Organiser 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) here in below** that we learn about you (hereinafter interchangeably used with the term '**Participant**') as a result of your interaction with us (hereinafter interchangeably used with 'Organiser') whether through the website <http://www.beerfestasia.com/> (in which this Policy has been posted) or pursuant to any transaction offline (or of a similar nature) in relation to **BFR19**. The Policy also stipulates Organiser responsibilities in relation to the collection, use, disclosure and protection of personal information.

### 9.2. CONSENT

- 9.2.1. By continuing to use Organiser's services, accessing any part of the website <http://www.beerfestasia.com/>, registering for the **BFR19**, submitting information to Organiser (and/ or its related entities) whether for the purpose of registering for the BFR19 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 Organiser's collection, use and disclosure of your personal information.
- 9.2.2. Further, you hereby agree, and consent to Organiser'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.

### 9.3. PREAMBLE

- 9.3.1 This Policy is meant to supplement any Agreements governing your relationship with the Organiser (and its related entities) and should be read in conjunction with those Agreements.
- 9.3.2 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 the Organiser (and its related entities) in respect of your personal information.

## **9.4. PERSONAL INFORMATION**

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

### **9.4.1. Personal Data**

This includes the following:

- 9.4.1.1. Information which can be linked back to the Participant. For example, the name, gender, date of birth, Passport No., and NRIC No.
- 9.4.1.2. The Participant's contact information. For example, the mailing address, the area of residence, telephone number, and email address.
- 9.4.1.3. 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.
- 9.4.1.4. The Participant's health information. For example, whether the participant has any known allergies or any known medical conditions.
- 9.4.1.5. The participant's technical information. For example, the IP address from which the registration form is accessed, completed and submitted.

### **9.4.2. Personal Data**

This includes the following:

- 9.4.2.2. The number of Participants;
  - 9.4.2.3. The number of hits to the website <http://www.beerfestasia.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 Organiser can better understand the Participant's profile and improve the service offering.

## **8.2. COLLECTION OF PERSONAL INFORMATION**

8.2.1. The Organiser collects personal information in the following ways:

- 9.4.2.1. When you contact the Organiser (and/ or any of its related entities);
- 9.4.2.2. When you submit forms or applications to Organiser (and/ or any of its related entities) (including but not limited to the Registration Form for the BFR19);
- 9.4.2.3. When you submit queries or requests to Organiser;
- 9.4.2.4. When you submit complaints;
- 9.4.2.5. When you provide feedback;
- 9.4.2.6. When you respond to the Organiser's request to provide further information;
- 9.4.2.7. When you visit the website <http://www.beerfestasia.com/>
- 9.4.2.8. When you submit your personal information to the Organiser, for any other reasons.

8.2.2. If and when you provide Organiser (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 Organiser that you have obtained the consent of that third party, to your providing Organiser with their personal information, for the respective purposes.

8.2.3. By providing personal information to Organiser (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 Organiser's inability to fulfil your requests and/ or applications.

### **8.3. PURPOSES FOR COLLECTION, USE AND DISCLOSURE OF PERSONAL INFORMATION**

8.3.1. The Organiser collects, uses, and discloses your personal information for the following purposes:

- 9.4.2.1. To facilitate your registration for the BFR19;
- 9.4.2.2. To verify your identity;
- 9.4.2.3. To communicate with you;
- 9.4.2.4. To respond to your queries;
- 9.4.2.5. To respond to your requests;
- 9.4.2.6. To manage administrative and business operations of Organiser, and to comply with Organiser's internal policies and procedures;
- 9.4.2.7. To match any personal information held by Organiser (and/ or any of its related entities) which relates to you, for any of the purposes specified;
- 9.4.2.8. To facilitate maintenance of security during the BFR18;
- 9.4.2.9. For planning, research, data-planning, and data-processing activities;
- 9.4.2.10. For statistical and/ or risk assessment and analysis;
- 9.4.2.11. For fund-raising;
- 9.4.2.12. For analysing the effectiveness of our advertisements, competitions and promotions;
- 9.4.2.13. To comply with any applicable laws, rules, regulations, and guidelines (which may be issued by the concerned authorities);
- 9.4.2.14. For record keeping purposes (where there are legal and/ or business reasons for retaining the said records);
- 9.4.2.15. 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);
- 9.4.2.16. For purposes which are reasonably related to the aforesaid.

8.3.2. Further, Organiser may collect, use and disclose your personal information, under the following circumstances:

- 9.4.2.1. If you are a media representative: To facilitate the granting of any access pass to any of the media centres, during the BFR19; and for any purposes which are reasonably related to the aforesaid.

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

- 9.4.2.1. For conducting analytics of services;
- 9.4.2.2. For organising promotional events;
- 9.4.2.3. For organising corporate events;
- 9.4.2.4. For sending you newsletters/ e-newsletters (only when you have subscribed to them);
- 9.4.2.5. 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 as you may have provided to us, subject to your unambiguous consent) (only when you have opted in to receive such updates);
- 9.4.2.6. For market research purposes (information is collected anonymously);
- 9.4.2.7. For purposes which are reasonably related to the aforesaid;

- 9.4.2.8. For any other purposes for which Organiser may notify you and obtain your express consent.

#### **8.4. DISCLOSURE OF PERSONAL INFORMATION**

8.4.1. We have identified the nature of the 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, your personal information held by us shall be kept confidential.

8.4.2. 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:

- 9.4.2.1. Organiser's related entities;
- 9.4.2.2. Agents, contractors and/ or third party service providers who provide operational services in relation to the BFR19;
- 9.4.2.3. Any business partner, investor, assignee and/ or transferee (actual or prospective);
- 9.4.2.4. Our advertising, marketing and promotional agencies, to help us *inter alia* deliver and analyse the effectiveness of our campaigns and promotions;
- 9.4.2.5. External banks, credit card companies and their respective service providers;
- 9.4.2.6. Organiser's professional advisers (including but not limited to its legal advisors, auditors and financial advisors);
- 9.4.2.7. Appropriate government authorities, statutory boards and law enforcement authorities, to comply with the applicable laws, rules and regulations;
- 9.4.2.8. Counterparties, billing organisations and their respective banks, in relation to fund transfers and payments; and
- 9.4.2.9. Any other party to whom you authorise us to disclose your personal information.

8.4.3. To the extent feasible, Organiser 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.

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

8.5.1. Organiser 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:

8.5.2. If you wish to:

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

By **air registered mail/courier**:

Beerfest Asia Pte Ltd (UEN No. 201330717Z)

1000 Toa Payoh North, News Centre,

Annexe Block, Level 6, Singapore 318994

By **email**: [info@beerfestasia.com](mailto:info@beerfestasia.com)

By **telephone**: +65 6590 3407

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).

8.5.3. Organiser will, upon receipt of your aforementioned written request, allow you to view your stored personal information. To the extent permitted by law, Organiser reserves the right to charge a reasonable administrative fee for the said service.

Organiser will endeavour to respond to your written request within a reasonable timeframe.

8.5.4. In exceptional circumstances, Organiser 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 include:

9.4.2.1. Where an investigating authority/ statutory authority/ government body objects to Organiser complying with a participant's said request,

9.4.2.2. Where the information may, in the exercise of Organiser's reasonable discretion, have a bearing on the life or security of an individual;

9.4.2.3. 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;

8.5.5. Kindly note that if you withdraw your consent to any or all use of your personal information by Organiser, depending upon the nature of request, Organiser 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 Organiser. Further, under such circumstances, you may be in breach of your contractual obligations. In such an event, all of Organiser's (and its related entities) rights are hereby fully and expressly reserved.

## **8.6. TRANSFER OF PERSONAL INFORMATION OVERSEAS**

8.6.1. Organiser's registered office is located at 1000 Toa Payoh North, News Centre, Annexe Block, Level 6, Singapore 318994. Be that as it may, personal information may be transmitted to data storage facilities where Organiser keeps its central records. Personal information may thus be transferred to other countries, in connection with the conduct of the BFR19 and/ or Organiser's performance of its obligations under any existing Agreement with you.



## 8.7. RETENTION OF PERSONAL INFORMATION

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

## 8.8. SECURITY SAFEGUARDS

- 8.8.1. Organiser takes the security and protection of your personal information very seriously. As such, Organiser 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.
- 8.8.2. 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 Organiser cannot guarantee that communications between you and Organiser or information stored on Organiser's resources, including personal information, will be free from unauthorized access by third parties.
- 8.8.3. To the extent permitted by applicable law, Organiser (and its related entities) will not be held responsible for:
  - 9.4.2.1. for any unauthorized access and/ or illegal or unauthorized use of information, including personal information; and
  - 9.4.2.2. 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.
  - 9.4.2.3. 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, Organiser will not be liable for any consequential misuse.
- 8.8.4. If you have any concerns about the security of your personal information disclosed to Organiser, you should contact Organiser [please refer to the contact details specified in the preceding paragraph [\(9.4.2.3\)](#)].

## 8.9. UPDATES TO THE PRIVACY POLICY

- 9.4.2.1. Organiser may from time to time update this Policy to ensure that the Policy complies 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://www.beerfestasia.com/>. Please check back regularly for updated information on the handling of your personal information. This Policy was last updated on [25 March 2019](#).

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

- 8.10.1. In order to enable certain parts of the website <http://www.beerfestasia.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.

8.10.2. In order to improve your online experience, the Organiser 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.

8.10.3. The website <http://www.beerfestasia.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, Organiser shall not be held responsible for your access to the said linked websites and the consequences which may flow therefrom. Whilst Organiser will protect your personal information collected by it directly, Organiser 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 Organiser would recommend that you are apprised of their specific policies.

## **9. TRADE MARKS DISCLAIMER**

All trademarks specified in this Policy remain the property of their respective holders, and unless otherwise represented, their display on BFR18-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 trademarks and Organiser.

Last updated on 25 March 2019