

**HAPPY ZOOBILEE  
TERMS AND CONDITIONS FOR THE HAPPY ZOOBILEE EVENT**

In these terms and conditions, “we”, “us” or “our” refers to Mandai Park Holdings Pte. Ltd. and/or its Related Corporations (“**MWG**”). “**Related Corporation**” in relation to a corporation, means the holding company of that corporation, a subsidiary of that corporation, or a subsidiary of the holding company of that corporation. In these terms and conditions, “you” and “your” refers to any individuals who visits the Singapore Zoological Gardens (“**Guest**”), and where the Guest is below the age of eighteen (18) years old, any individual who is the parent or legal guardian of the aforementioned Guest.

By participating in our ART-ZOO Happy ZOObilee event (“**Event**”), you are deemed to have accepted these terms and conditions and any other applicable specific terms and conditions as amended, updated, modified or supplemented from time to time (collectively referred to as “**Terms and Conditions**”). If you do not agree to these Terms and Conditions, you should not participate in our Event. Where the Guest is below the age of eighteen (18) years old, you, as the parent or legal guardian, accept these Terms and Conditions on behalf of yourself and your child or legal ward, and undertake to inform and explain these Terms and Conditions to your child or legal ward and confirms that your child or legal ward understand these Terms and Conditions.

**1. The Event**

- 1.1. The Event runs from 22 May 2023 to 27 August 2023. (“**Event Period**”). The Event is an outdoor trail and event located within the premises of the Singapore Zoological Gardens at 80 Mandai Lake Road, Singapore 729826 (“**Premises**”). The Event features a unique trail featuring inflatable art sculptures and installations (“**Inflatables**”) and the Happy ZOObilee inflatable art playground located at Pavilion by the Lake (“**Playground**”) and interactive trail stations for you to learn more about Singapore Zoological Gardens’ star animals - Ah Meng the Sumatran Orangutan and other animals (hereinafter referred to as “**Star Animal**”).
- 1.2. We may, at any time, and at our sole and absolute discretion, for any reasons and without prior notice to you:
  - 1.2.1. postpone, cancel, suspend, interrupt or terminate the Event (including access to the Playground) in any event including in the event of wet weather, lightning warning or if the PSI reaches 301 and above on any given day during the Event Period;
  - 1.2.2. vary, add, cancel or substitute any aspects of the Event; and/or
  - 1.2.3. vary the Event Period or Premises.
- 1.3. There will be no compensation whatsoever for any delay, suspension or cancellation of the Event (including access to the Playground) during the Event Period.

**2. Access to the Playground**

- 2.1. The Playground is only available during the Event Period from 10am to 6pm and it can hold up to ten (10) Guests at any time.
- 2.2. You shall queue up in an orderly manner, abide by the instructions of, and adhere to the crowd management measures imposed by, our Personnel when entering into the Playground. “**Personnel**” means any person who is involved in the operation of the Event (including, without limitation, police, auxiliary police and/or security officers providing security arrangements for the Event and our employees, officers and agents).
- 2.3. To ensure the safety of our Guests, the following Guests are not permitted in the Playground:
  - 2.3.1. Guests with heart conditions or abnormal blood pressure;
  - 2.3.2. Guests in wheelchairs;
  - 2.3.3. Guests who are expectant mothers;
  - 2.3.4. Guests with back and/or neck disorders; and
  - 2.3.5. Guests with impaired physical health.

- 2.4. For Guest below the age of seven (7) years old, they must be accompanied by their parent or legal guardian on the Playground.
- 2.5. You can only spend a maximum of five (5) minutes in the Playground and you shall exit the Playground promptly when notified by our Personnel. Should you wish to spend more time in the Playground, you are required to exit the Playground and re-enter again. You will be required to re-join the queue to re-enter into the Playground again.
- 2.6. You must remove your shoes and empty your pockets before entering the Playground.
- 2.7. You shall be solely responsible for your personal belongings and/or personal equipment.
- 2.8. You must comply with any and all rules pertaining to the Playground (including but not limited to any signages placed at or around the Playground) and follow our Personnel's instructions at all times.
- 2.9. You are not allowed to:
  - 2.9.1. climb any walls or barriers within the Playground, and/or onto the Inflatables; E&P0511: added this to mention guests are not allowed to climb onto the inflatable.
  - 2.9.2. touch any installations within the Playground and/or any Inflatables;
  - 2.9.3. bring sharp, loose, bulky or dangerous objects into the Playground; and/or
  - 2.9.4. bring food and/or beverages into the Playground.
- 2.10. We reserve the right to conduct checks on you to ensure that no dangerous items are brought into the Playground prior to granting you entry into the Playground.
- 2.11. We reserve the right to:
  - 2.11.1. deny you entry into the Playground for any reason;
  - 2.11.2. stop any horseplay; and/or
  - 2.11.3. remove you from the Playground if you are uncooperative or if your actions and conduct are deemed to be unreasonable and/or detrimental to the enjoyment, well-being and safety of other guests and members of the public.
- 2.12. For the avoidance of doubt, you are only permitted to enter into the Playground and not any other Inflatables at the Event.

## **2A AR PARACHUTE LANDING GAME**

- 2A.1 The AR Parachute Landing Game ("**Game**") shall be made available from 5 August 2023 to 13 August 2023. By participating in the Game, you acknowledge that you have read and understood, and agreed to abide and be bound by these Terms and Conditions. If you do not accept the Terms and Conditions, please do not participate in the Game. If you are in breach of any of the Terms and Conditions, we reserve the right to disqualify and prevent you from participating in this Game. We may, upon notice and without liability to any party, vary the Terms and Conditions or discontinue the Game, at any time.
- 2A.2 You acknowledge that the Game is offered by our third-party vendor, New Pos Network(s) Pte Ltd ("**NPN**") and we shall not be responsible for any injury, loss, claim, damage, costs and expenses or any direct, indirect, special exemplary, punitive, incidental or consequential damages of any kind or for any lost profits or lost savings, whether arising from breach of contract, tort (including negligence), equity, strict liability, breach of statutory duty or otherwise, as a result of your access, use or inability to access the Game.

- 2A.3 To participate in the Game, you will be required to scan the QR code on the AR Activity Board as set out within our Premises. Instructions on how to play the Game will be set out in the activity start page in-game. You will stand a chance to win a prize once you complete the objectives within the Game.
- 2A.4 The information on the exact prize awarded will be released in-game. We reserve the right to substitute any prize with one of a similar value. Prizes must be accepted as awarded, and are neither refundable nor transferable, and may not be deferred, and may not be exchanged with for cash or any other items.
- 2A.5 The use of any prizes awarded shall be subject to the terms and conditions of the Mandai Wildlife Run (accessed via [https://mandaiwildliferun.racexasia.com/files/Mandai%20Wildlife%20Run%202023\\_Terms%20and%20Conditions.pdf](https://mandaiwildliferun.racexasia.com/files/Mandai%20Wildlife%20Run%202023_Terms%20and%20Conditions.pdf)) and the 6-week Wellness Journey (refer to Annex A) and any other terms and conditions as applicable.

### **3. Personal Data**

- 3.1. Any personal data or information that you provide to us or provide to us on behalf of your child or legal ward is also subject to our Data Protection Policy (available at <https://www.mandai.com/en/saving-wildlife/our-policies/data-protection.html>, which is incorporated by reference into these Terms and Conditions.

### **4. Other General Terms**

- 4.1. You warrant that you shall not cause any damages to the Premises, the Inflatables and the Playground.
- 4.2. Whilst reasonable precautions will be taken by us to ensure safety at the Event, you acknowledge that participating in the Event and/or Game may involve certain risks (including without limitation personal injury or loss, damage or theft of property) and as such, takes part in the Event and/or Game at your own risk. We shall not be liable (to the extent permitted by law) for any death, injury, loss, damage or inconvenience howsoever caused to or sustained by you. We may in our discretion, provide medical or other form of assistance on a goodwill basis. In no event shall the provision of such assistance amount to or be construed as an admission of liability by us of the death, injury, loss, damage or inconvenience sustained.
- 4.3. By participating in the Event and/or Game, you agree and undertake to, at all times, indemnify, keep indemnified, and hold MWG, its employees and agents harmless against all losses (including direct, indirect, incidental and/or consequential losses), damages (including general, special, and/or punitive damages), demands, injuries, claims, costs, penalties, interest and fees (including without limitation all legal fees as between solicitor and client or otherwise on a full indemnity basis whether or not incurred in respect of any real, anticipated, or threatened legal proceedings), howsoever caused by, arising or resulting from, whether directly or indirectly, your participation in the Event and/or Event, and/or any breach or purported breach of the Terms and Conditions and/or any applicable laws.
- 4.4. We reserve the right to remove you from our Premises or to exclude you from participating in the Event and/or Game (or any part thereof) for any reason whatsoever, including but not limited to, if we are of the opinion that you are uncooperative, or whose actions and conduct are deemed to be unreasonable and/or detrimental to the enjoyment, well-being and safety of other guests and members of the public
- 4.5. You shall comply with the terms and conditions relating to conduct in the Parks found at <https://www.mandai.com/en/saving-wildlife/our-policies/terms-and-conditions.html>.

- 4.6. You acknowledge and accept MWG's indemnity and waiver of liability policy which may be found at <https://www.mandai.com/en/saving-wildlife/our-policies/terms-and-conditions.html>.
- 4.7. We reserve the right to amend these Terms and Conditions from time to time without prior notice to you or providing any reason to you. There shall be no compensation whatsoever in connection with the foregoing.
- 4.8. These Terms and Conditions shall prevail over the contents of any brochure, marketing and/or promotional material relating to the Event and/or Game, in the event of inconsistency.
- 4.9. These Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of Singapore and the courts of Singapore will have exclusive jurisdiction in any case of dispute.

## ANNEX A

### HEALTH AND WELLNESS SUSTENANCE CAMPAIGN TERMS AND CONDITIONS FOR HEALTH AND WELLNESS SUSTENANCE CAMPAIGN

The Health and Wellness Sustenance Campaign (which shall also be known as the “6-week Wellness Journey” or under any other names as determined by MWG and publicised on the Official Website (as hereinafter defined) and/or the Registration Platform (as hereinafter defined)) (“**Event**”) is owned by the Singapore Zoological Gardens and/or its Related Corporations (“**MWG**”) and the Race Organiser (as hereinafter defined) is engaged by MWG to plan, organise and run the Event on its behalf. For avoidance of doubt, “**Related Corporation**” in relation to a corporation, means the holding company of that corporation, a subsidiary of that corporation, or a subsidiary of the holding company of that corporation.

In these terms and conditions, “we”, “us” or “our” refers to MWG, the Race Organiser and the Partners (as hereinafter defined). “Participant”, “you” and “your” refers to any individuals who register and/or participates in the Event and/or the Programmes (as hereinafter defined), and where the Participant is below the age of eighteen (18) years old or is an incapacitated adult, includes any individual who is the parent or legal guardian of the aforementioned Participant.

By registering and/or participating in the Event and/or the Programmes, you are deemed to have accepted these terms and conditions and any other applicable specific terms and conditions as amended, updated, modified or supplemented from time to time (collectively referred to as “**Terms and Conditions**”). If you do not agree to these Terms and Conditions, you should not register and/or participate in the Event and/or the Programmes. Where the Participant is below the age of eighteen (18) years old or is an incapacitated adult, you, as the parent or legal guardian, accept these Terms and Conditions on behalf of yourself and your child or legal ward, and undertake to inform and explain these Terms and Conditions to your child or legal ward and confirms that your child or legal ward understands these Terms and Conditions.

These Terms and Conditions are found at the Official Website. MWG may amend these Terms and Conditions in its sole and absolute discretion without notice or liability to any party. Participants should check the Official Website regularly for the latest Terms and Conditions and Event and Programmes information. MWG’s decision on all matters arising out of or in relation to the Event and the Programmes shall be final and binding and they shall not be obliged to enter any correspondence on any matter concerning the Event and the Programmes.

#### 5. Definitions

- 5.1. “**Event Period**” shall mean the period where the Event will be held, from 9 August to 24 September 2023, or such other periods as may be determined by us in our sole discretion.
- 5.2. “**Official Website**” means [www.mandai.com/mandaiwildliferun](http://www.mandai.com/mandaiwildliferun).
- 5.3. “**Registration Platform**” means <https://mandaiwildliferun.racexasia.com/register>.
- 5.4. “**Partners**” means the persons engaged by the Race Organiser to plan, organise and run Programmes for the Event.
- 5.5. “**Programmes**” means the fitness, wellness and sustainability activities and workshops which are held during the Event and which are planned, organised and run by the Race Organiser and/or the Partners during the Event Period (as the case may be).
- 5.6. “**Promotion Code**” means any code in any form whatsoever (whether written, visual or machine readable form or otherwise, hard or soft copy) which is issued by, or with the authorisation and on behalf of MWG, allowing the purchase of a Ticket at the relevant discount via the Registration Platform.
- 5.7. “**Ticket**” means any ticket, pass or other document in any form whatsoever (whether written, visual or machine readable form or otherwise, hard or soft copy) which is issued by, or with the

authorisation and on behalf of MWG, allowing entry to the Event and participation in the relevant Programmes, purchased in accordance with these Terms and Conditions. For the avoidance of doubt, a reference to "Ticket" may be a reference to an email sent from the Registration Platform confirming the registration for a Programme in accordance with these Terms and Conditions.

- 5.8. **"Premises"** shall mean Singapore Zoological Gardens, River Wonders and Night Safari at 80 Mandai Lake Road, Singapore 729826, and Mandai Wildlife West at 20 Mandai Lake Road, Singapore 729825.
- 5.9. **"Personnel"** means a member of the Event's official staff. For the avoidance of doubt, the Event's official staff shall include, without limitation, the police, auxiliary police and/or security officers providing security arrangements for the Event; MWG's employees, officers, agents and vendors; Race Organiser, its employees, officers, agents and vendors; and race staff, race officials, race volunteers and medical personnel; the Partner and its employees and/or vendors, officers, agents.
- 5.10. **"Race Organiser"** means Infinitus Productions Pte Ltd, the company engaged by MWG to plan, organise and run the Event on MWG's behalf.

## 6. General

- 6.1. MWG has engaged the Race Organiser to plan, organise and run the Event, which takes place during the Event Period. The Race Organiser has engaged the Partners to plan, organise and run Programmes at the Event. The Programmes are either conducted by the Race Organiser or the Partners. Each Programme during the Event shall be held at the relevant Premises designated by us.

## 7. Registration

- 7.1. To participate in the Event, you have to register on the Registration Platform for a Programme. Your registration for the Programme is only confirmed upon successful payment of the relevant registration fees and issuance of a Ticket. Upon such confirmation, your registration is deemed to be complete and final.
- 7.2. Registration is strictly non-transferrable to any other person, nor will any other person be permitted to participate in the Participant's place. After registration, there will be no refund of any registration fees (or part thereof) to any Participant who does not in due course take part in the Event or the Programme registered for, for any reason whatsoever, and Participants will not be permitted to change the Programme the Participant has registered for.
- 7.3. The details and requirements for each Programme are set out on the Official Website and Registration Platform, which may be amended or modified in our sole and absolute discretion without prior notice or liability to any party. Participants must fulfil the applicable age requirements, as at the date of the relevant Programme the Participant registers for, to register and participate in the relevant Programme and pay the respective registration fees as set out on the Registration Platform. Any Participant below the age of 18 years old is required to seek parental / legal guardian consent and any Participant that is an incapacitated adult must be accompanied by their parent or legal guardian during the Event and the Programme, failing which we reserve the right to refuse entry to that Participant.
- 7.4. All Participants are required to accept and agree to the Waiver and Indemnity Terms set out on the Registration Platform before they are permitted to register for a Programme. For Participants below the age of 18 years old and incapacitated adults, the Waiver and Indemnity Terms shall be accepted and agreed to by such Participant's parent/legal guardian on behalf of such Participant and the parent/ legal guardian undertakes to inform and explain the terms of the Waiver and Indemnity Terms to his/her child or legal ward and confirms that their child or legal ward understands the terms of the Waiver and Indemnity Terms.

- 7.5. The registration fees for the Programmes are in Singapore Dollars (SGD) and includes 8% Goods and Services Tax (GST). The registration fees reflected on the Registration Platform will be subject to a 5% processing fee. MWG has the right to amend the registration fees and to offer any discounts in its sole and absolute discretion. Refunds will not be given to Participants who have signed up at a different rate.
- 7.6. Registration fees shall not be discounted unless a valid Promotion Code is applied. Participants with a valid Promotion Code shall enter the Promotion Code during the online registration process on the Registration Platform to enjoy any applicable discount. There shall be no refund for any unutilised Promotion Code. The Promotion Code for individuals that are Friends of Wildlife members or Friends of Wildlife Plus members shall be their 20-Digit Membership number ("**Members**"). Members who register with their Promotion Code shall enjoy discounted registration fees for all Programmes. For the avoidance of doubt, MWG reserves the right to amend, modify or revoke any of the discounted registration fees and/or Promotion Codes without prior notice and without liability to any party, and shall not be required to provide any reason for such changes.
- 7.7. Registration for the Programmes may be offered at such prices, in such categories, configurations and/or bundles, with such entitlements, and with such specific terms and conditions as may be determined by MWG in its sole and absolute discretion. For the avoidance of doubt, the Tickets do not include car park charges.
- 7.8. An individual shall provide true, accurate, current and complete information during registration. If such individual provides any information that is untrue, inaccurate, not current or incomplete, or if we have grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we may suspend, terminate or void such individual's registration.
- 7.9. An individual shall be responsible to duly complete and submit the online registration form and check that such registration has been accepted by us. We shall not be responsible for incomplete entry details or the failure to process or accept any registration, including but not limited to by reason of any technical glitches, faults and/or delays that may occur.
- 7.10. By registering, an individual agrees that we and our Personnel may contact him/her from time to time in connection with the Event and/or the Programmes for the purpose of administration of the Event and/or the Programmes and/or for other related activities or purposes.
- 7.11. We reserve the right to refuse entry to any Participant or to remove any person(s) from the Event and/or the Programme that the Participant registered for, without compensation, if it is believed that his/her registration is in breach of these Terms and Conditions or the Participant is found to have violated or failed to comply with any laws of Singapore. For the avoidance of doubt, MWG shall not be required to provide any reason for such refusal or removal.
- 7.12. Registration will open on the 12 July 2023 at 1400 hours, and close on 22 September 2023 at 2359 hours, or when the maximum capacity for each Programme has reached. MWG reserves the right to shorten, extend or change the registration period for the Programmes in its sole and absolute discretion.

## **8. Programmes**

- 8.1. The Programmes will be conducted by the Race Organiser and/or the Partners within MWG's Premises. You hereby acknowledge and agree that your registration for and participation in the Programmes may be subject to such further terms and conditions as may be imposed by the Race Organiser and/or the Partners from time to time, apart from these Terms and Conditions. You are responsible for ensuring that you understand and comply with such terms and conditions imposed by the Race Organiser and/or Partners. MWG shall not be responsible or liable (to the extent permitted by law) for any death, injury, loss, damage or inconvenience howsoever caused to or sustained by you arising out of or in connection with your failure to comply with such terms and conditions imposed by the Race Organiser and/or Partners.

- 8.2. All Programmes stated on the Official Website and Registration Platform are accurate at the time the Programmes are published. We reserve the right to amend the date, location, time and description of the Programmes as we deem fit, for any reason whatsoever, including but not limited to the safety of the Participants and/or to prevent any potential hazards in the running of the Programmes, at any time without prior notice to you. In such cases, every effort will be made to inform you of the changes prior to the date of the Programme. We shall not be responsible or liable for any other loss or inconvenience caused due to such changes. Participants should check the Official Website regularly for the latest Event and Programmes information.
- 8.3. We may, at any time, and at our sole and absolute discretion, for any reasons and without prior notice to Participants:
  - a. delay, postpone, cancel, suspend, interrupt or terminate the Event or any Programme in any event, including (but not limited to) in the event of wet weather, a medical emergency, lighting warning or if the PSI reaches 301 and above on any given day during the Event Period;
  - b. vary, add, cancel or substitute any aspects of the Event or any Programme; and/or
  - c. vary the Event Period or Premises.
- 8.4. There will be no compensation or refund whatsoever for any delay, suspension or cancellation of the Event or any Programme (or any part thereof).
- 8.5. You must present a valid Ticket for the Programme you registered for, together with the corresponding valid photo identification (e.g. Passport, NRIC) to our Personnel at the Premises on the date of the Programme, for verification by our Personnel, to be granted physical access to the Premises to participate in the Event and the Programme. For the avoidance of doubt, we or our Personnel shall have the sole and absolute discretion to deny physical access to the Premises and to participate in the Event and the Programme if we or our Personnel deem in our sole and absolute discretion that the presented Ticket and/or photo identification is insufficient, invalid and/or not an original
- 8.6. We shall not be responsible for any incomplete, lost, late, damaged, illegible, claimed, or misdirected Ticket, for technical hardware or software failure of any kind, lost and unavailable network connections, or failed, incomplete, garbled or delayed electronic transmission, in relation to any platforms or systems, which may limit the Participant's ability to participate in the Event and/or the Programme the Participant registered for.
- 8.7. We shall not be responsible for any loss or theft of or damage to a Ticket and shall not under any circumstances be obliged or required to replace a lost, stolen or damaged Ticket, which may limit the Participant's ability to participate in the Event and the Programme the Participant registered for.
- 8.8. There will be no bag deposit services provided at the Event. You shall be responsible for your own belongings. We shall not be responsible or liable for any loss or damage to your belongings howsoever caused.
- 8.9. All Participants shall obey all our or our Personnel's instruction(s). If the Participant fails to obey such instruction(s), as determined in our or our Personnel's sole and absolute discretion, he/she shall be removed immediately from the Premises by our Personnel.
- 8.10. For the avoidance of doubt, all materials and equipment required by the Participant for their use in respect of their participation in the Programmes will not be provided unless otherwise stated on the Official Website or Registration Platform. Participants will need to bring their own materials and equipment (as may be required for the Programmes) and be in proper workout attire in order to participate in the Programme. Participants who are not dressed appropriately will be refused entry.
- 8.11. For the avoidance of doubt, entry to any of the wildlife parks operated by MWG as part of your participation in the Event and/or the Programme you registered for is subject to MWG's Parks



Rules and Conditions found at <https://www.mandai.com/en/parks-rules-conditions.html> and our Park Tickets Terms & Conditions found at <https://www.mandai.com/en/park-terms.html>.

## **9. Health and Safety**

- 9.1. Participants should be aware of and understand the risks involved in taking part in the Event and/or the Programmes, and acknowledge the degree of fitness required to take part therein. Participants should also understand their physical conditions may not be suitable for participating in the Event and/or the Programmes. Participant must be responsible to have himself/herself medically certified fit to participate in the Event and/or the Programmes. Participants are strongly encouraged to go for a medical examination and/or consult his/her medical practitioner prior to registration for the Event and/or the Programmes.
- 9.2. By registering for the Event and/or the Programmes, and subsequently taking part in the Event and/or the Programmes, each Participant (a) represents and warrants to us that (i) he/she has undertaken appropriate and sufficient training for the Event and/or the Programme he/she has registered for; (ii) he/she is not aware of any condition, illness, injury, or disability that may cause or result in injury or death during or because of participating in the Event and/or the Programme he/she has registered for; (iii) he/she is physically fit to participate in Event and/or the Programme he/she registered for without any medical or other assistance; and (iv) he/she shall be responsible for assessing the dangers, hazards, and other risks of taking part in the Event and/or the Programmes he/she has registered for notwithstanding any actions or activities undertaken by us or our Personnel; and (b) agrees to indemnify and hold us and our Personnel harmless from any injury, death, loss or damage suffered by the Participant or any other persons or their property arising out of or in connection with the Participant being physically unfit to participate in the Event and/or the Programme he/she registered for.
- 9.3. Participants must not attend the Event and/or the Programme he/she registered for if he/she has any symptoms of any infectious disease, such as COVID-19, including a high temperature, new and continuous cough, a loss or change to sense of smell or taste, headache, muscle pains or influenza-like symptoms (or any other symptoms of COVID-19 included in the relevant government guidance).
- 9.4. Medical personnel authorised by us and our Personnel, may provide medical or other forms of assistance to any Participant who appears to be ill or otherwise in distress. If in the sole opinion of such authorised medical personnel, it is in the best interests of the Participant's health and welfare to do so, medical personnel may stop the Participant from any further participation in the Event and/or the Programme he/she registered for. In no event shall the provision of such assistance amount to or be construed as an admission of liability by MWG of any death, injury, loss, damage or inconvenience sustained.
- 9.5. A Participant must withdraw from the Event and/or the Programme he/she registered for immediately if required to do so by us or our Personnel. We and our Personnel, in our sole and absolute discretion, also have the right to disqualify any Participant who appears or is suspected to be unfit to participate in the Event and/or the Programme he/she registered for.
- 9.6. All Participants are solely responsible and shall assume liability for any and all medical expenses incurred as a result of training for and/or participation in the Event and/or the Programme he/she registered for, including but not limited to ambulance transport, hospital stays, physician services and pharmaceutical or medicinal products.
- 9.7. Participant will not be entitled to a refund if they are prevented from attending and/or participating in the Event and/or the Programme (whether in whole or in part) he/she registered for, for any reason set out in this Clause 5.

## **10. Warranties and Liabilities**

- 10.1. In addition to the warranties provided within these Terms and Conditions, and in consideration of being permitted to register and/or participate in and/or observe the Event and/or the Programmes,

on behalf of yourself and any personal representatives, assigns, heirs, executors, successors and next of kin, you warrant and represent that:

- 10.1.1.** you have full legal authority and capacity to complete the registration for the Event and/or the Programmes on behalf of yourself and/or, where applicable, any party for whom you are registering for ("**Registered Party**" or "**Registered Parties**"), including full authority to make use of the credit or debit card to which the registration fees are to be charged;
  - 10.1.2.** where you are registering for an individual under the age of 18 or an incapacitated adult, you represent and warrant that you are the parent or legal guardian of the aforementioned individual and have the legal authority and capacity to agree to these Terms and Conditions on his/her behalf and by proceeding with the registration for the Event and/or the Programmes, you agree that these Terms and Conditions shall apply equally to all of the Registered Parties.
- 10.2. To the extent permitted by law, all Participants (whether in their own capacity or on behalf of another Registered Party) agree and undertake, at all times, to indemnify, keep indemnified, defend and hold us, our Personnel, employees and agents harmless against all liability, losses (including direct, indirect, incidental and/or consequential losses), damages (including general, special, and/or punitive damages), demands, injuries, claims, costs, penalties, interest and fees (including without limitation all legal fees as between solicitor and client or otherwise on a full indemnity basis whether or not incurred in respect of any real, anticipated, or threatened legal proceedings), howsoever caused by, arising or resulting from, whether directly or indirectly, your participation in the Event and/or the Programmes, and/or any breach or purported breach of these Terms and Conditions and/or any applicable laws.
- 10.3. You hereby waive, release, covenant not to sue and forever discharge us, our Personnel and all other persons involved in the planning, organisation and operation of the Event and/or the Programmes, from all liabilities, claims, actions, or damages that you may have against the abovementioned parties arising out of or in any way connected with your registration and/or participation in the Event and/or the Programmes, including without limitation, any liabilities, claims, actions or damages caused by negligence, of the abovementioned parties (including any negligent rescue attempt), the action or inaction of any of the abovementioned parties, or otherwise.
- 10.4. Nothing in these Terms and Conditions shall be construed as limiting or excluding our liability for death or personal injury caused by gross negligence; fraud or fraudulent misrepresentation, or any other matter for which it would be illegal or unlawful to exclude or attempt to exclude.
- 10.1. In consideration of the acceptance of your registration and participation in the Event and/or the Programmes, you assume full and complete risk and responsibility for any discomfort, illness, injury, or accident which may occur while you are preparing for the Event and/or the Programmes, during the Event and/or the Programmes, while you are on the Premises, or while you are traveling to or from the Event and/or the Programmes. You understand that participating in the Event and/or the Programmes may be hazardous, and that you should not enter and participate unless you are medically able and properly trained. You should consult your doctor before participating in the Event and/or the Programmes. It is your responsibility to check and to ensure that you are at all times medically and physically fit to participate in the activities related to the Event and/or the Programmes. You acknowledge and agree that the Event and/or Programmes may be held over public roads and facilities open to the public during the Event and/or the Programmes and upon which hazards are to be expected. You acknowledge and agree that participation in the Event and/or the Programmes may carry with it certain inherent risks and dangers that cannot be eliminated completely ranging from risk of minor discomfort to catastrophic injuries including permanent disability and death. You are aware of and assume all risks associated with participating in the Event and/or the Programmes, including without limitation risks of permanent injury or death due to falls, obstacles, contact with other Participants, acts or omissions of other Participants, effect of weather, traffic and conditions of any road.

## **11. Personal Data**

- 11.1. By registering for the Programmes on the Registration Platform, you consent to the Race Organiser disclosing and transferring your personal data or information or the personal data or information of your child or legal ward provided on the Registration Platform to MWG, and MWG and/or the Race Organiser's collection, use, disclosure, transfer and/or processing of your personal data (whether through related companies, relevant third parties or otherwise) for purposes in connection with the scope as elaborated in the Mandai Wildlife Group Personal Data Protection Policy at <https://www.mandai.com/en/saving-wildlife/our-policies/data-protection.html>.
- 11.2. Any personal data or information that you provide to us or provide to us on behalf of your child or legal ward is also subject to the Mandai Wildlife Group Personal Protection Policy (available at <https://www.mandai.com/en/saving-wildlife/our-policies/data-protection.html>), which is incorporated by reference into these Terms and Conditions.
- 11.3. All individuals (including without limitation Participants) entering the Event Premises and/or participating in the Programmes are deemed to consent to being photographed, recorded or videoed by MWG and herewith grant MWG permission to use and/or broadcast such photographs, records and/or videos for MWG's commercial, publicity and/or promotional purposes (which may include sharing such photographs and/or videos with MWG's commercial, media, advertising and other partners for such purposes).

## **12. Other General Terms**

- 12.1. You warrant that you shall not cause any damages to the Premises.
- 12.2. You hereby acknowledge and agree that the Event (including the Programmes) are not planned, organised or run by MWG. The Race Organiser or the relevant Partner (as the case may be) that plans, organises and runs the Event or a particular Programme (as the case may be) is solely responsible for the Event or Programme (as the case may be), although MWG may assist the Race Organiser or the relevant Partner (as the case may be) in certain aspects of the Event (including the Programmes). Notwithstanding anything to the contrary in these Terms and Conditions, MWG shall not be responsible or liable (to the extent permitted by law) for any death, injury, loss, damage or inconvenience howsoever caused to or sustained by you arising out of or in connection with the Event (including the Programmes) or due to the fault of the Race Organiser or any of the Partners.
- 12.3. We reserve the right to remove you from our Premises or to exclude you from participating in the Event and/or the Programmes (or any part thereof) for any reason whatsoever, including but not limited to, if we are of the opinion that you are uncooperative, or whose actions and conduct are deemed to be unreasonable and/or detrimental to the enjoyment, well-being and safety of other Participants, guests and members of the public
- 12.4. You acknowledge and accept and agree to comply with our Parks Rules and Conditions, including but not limited to the terms relating to conduct in the parks and our indemnity and waiver of liability policy, which may be found at <https://www.mandai.com/en/parks-rules-conditions.html>, and which is incorporated by reference into these Terms and Conditions.
- 12.5. These Terms and Conditions shall prevail over the contents of any brochure, marketing and/or promotional material relating to the Event and/or the Programmes, in the event of inconsistency.
- 12.6. These Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of Singapore and the courts of Singapore will have exclusive jurisdiction in any case of dispute.
- 12.7. Apart from all MWG entities, the Race Organiser and Partners, any person who is not a party to these Terms and Conditions has no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any term provided in these Terms and Conditions.

- 12.8. If any provision in these Terms and Conditions is invalid or unenforceable under applicable law, that provision shall be enforced to the maximum extent possible, and the remaining provisions will continue in full force and effect.
- 12.9. Any failure by us to insist upon strict compliance with any term of these Terms and Conditions shall not be construed as a waiver with regard to any subsequent failure to comply with such term.
- 12.10. The rights and remedies under these Terms and Conditions are cumulative and not exclusive of any other right or remedy provided by law or equity.
- 12.11. You may not transfer or assign any of your contractual rights or obligations without our prior written consent. We may, by notice in writing to you, transfer or assign or novate any of our contractual rights and obligations.

**-[END]-**