

CONTEST TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS INCLUDE THE RULES ON PARTICIPATING INTO THE CONTEST, INDEMNITIES TO THE SPONSOR (DEFINED BELOW) FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES. THESE TERMS AND CONDITIONS ARE MADE BETWEEN THE SPONSOR AND THE ENTRANT (DEFINED BELOW) (OR, IF THE PLAYER HAS NOT YET REACHED THE AGE OF 18, HIS/HER LEGAL GUARDIAN) AND THE CLUB.

1. THE SPONSOR

This precise nature and the individual rules of the contest shall be determined by the Club (as defined below) at their discretion (the “**Contest**”) and is sponsored by LIV Golf Events Ltd, having its registered office address at C/O Zedra, Booths Hall, Booths Park 3, Chelford Road, Knutsford, England WA16 8GS (the “**Sponsor**”). By participating in the Contest, Entrant, as defined below, acknowledges that he or she has read, understood, and voluntarily agrees to unconditionally accept and abide by these terms and conditions (the “**Terms and Conditions**”) in their entirety.

2. THE COMPETITION

2.1 The title of the contest is “*LIV GOLF CLUB CHALLENGE*” or such other name as may be determined by the Club with the prior written approval of the Sponsor.

2.2 Enter the Contest by registering to compete at the OOC April Monthly Medal scheduled to take place on Saturday 8th April 2023 (the “**Event**”) at the relevant clubs (the “**Club**”). Depending on the rules as determined by each Club the winners shall be [one male participant and one female participant] each of whom shall be awarded a place to play at the LIV Golf Super Monday event which is scheduled to take place on 1st May 2023 (the “**Super Monday Event**”) whereby participants play a round of golf at the at Sentosa Golf Club as set up for the LIV Golf Singapore 2023 event. For the avoidance of doubt, no LIV Golf players will participate in the Super Monday Event.

3. HOW TO ENTER

3.1 Enter the Contest by registering and completing a registration form by no later than the dates set out by the relevant Club. Entrant (as defined below) also represents and warrants that all details that he or she provided to Sponsor or Club (as defined above) are true, accurate and complete.

3.2 An eligible individual who participates in the Contest is hereafter referred to as an “Entrant”.

3.3 Entrants are not required to opt-in to Sponsor’s marketing database to enter the Contest.

3.4 The Contest rules may vary at each participating Club, who shall be determine the winners of the Contest according to their own rules. Subject to verification of eligibility and compliance with these Terms and Conditions, the potential winners will be declared the official winners of the Contest (the “**Winner**”).

4. ELIGIBILITY

4.1 The Contest is only open to participants as determined by the Club (subject to final sign off by the Sponsor) aged 14 years and above, except any participant who is:

- (a) an employee, director and officer of the Club or Sponsor or their holding or subsidiary companies;
- (b) an employee, director and officer of agent or supplier of the Club or Sponsor or their holding or subsidiary companies, who are professionally connected with this competition or its administration; and
- (c) a member of the immediate family (including spouse, parent, child, sibling, and their respective spouses, regardless of where they reside) or households of (a) and (b) above.

5. **ENTRY CONDITIONS**

- 5.1 In entering the Contest, Entrant confirms that Entrant is eligible to participate in the Contest pursuant to these Terms and Conditions and to claim any Prize that Entrant may win. The Sponsor may, at its own discretion, require Entrant to provide proof that Entrant is eligible to enter the Contest.
- 5.2 Further, in entering the Contest, the Entrant acknowledges that an Entrant under the age of 18 will be required to be chaperoned at all times at the Super Monday Event by a person aged 18 years or above.
- 5.3 The Sponsor reserves all rights to disqualify an Entrant if the Entrant's conduct is contrary to the spirit or intention of the Prize competition.
- 5.4 The Contest is subject to all applicable laws, rules, and regulations. The Contest is void outside the eligible territory set out above and where prohibited or restricted by law, rule, or regulation.

6. **THE PRIZE**

- 6.1 The prize is a place for one male and a place for one female to participate in the Super Monday Event (the "**Prize(s)**").
- 6.2 Prizes are subject to availability. The Sponsor reserves the right to substitute the Prize.
- 6.3 The Prize is not negotiable or transferable or redeemable for cash. Winners are strictly prohibited from selling their Prizes to any other person.
- 6.4 Unless specified in the description of the Prize above, travel and accommodation are not included in the Prize and the Sponsor accepts no responsibility for any costs associated with any Prize which are not specifically included in that Prize, including, without limitation, meals, personal expenses, insurance and travel expenses.
- 6.5 The Winner agrees to comply with the conditions of entry and all health and safety policies applicable at the venue at which the Super Monday Event is hosted. A Winner who is rude, abusive or deemed otherwise unsuitable by the Sponsor may be excluded from the Super Monday Event or required to leave the venue.
- 6.6 Winner is fully responsible for any and all applicable taxes (including income and withholding taxes) in respect of the Prize and the Contest.

7. **WINNERS**

- 7.1 Each Participant agrees that the decision of the Sponsor is final, binding and conclusive in all matters related to the Contest.
- 7.2 After receiving the names of the Winner from the Club, the Sponsor will contact the potential Winner personally as soon as practicable after winning the Event, using the contact details provided with the Contest registration. An email confirmation that the Winner has won the event will be sent officially by the Sponsor which the Winner shall confirm by replying to such email that he or she shall be participating in the Super Monday Event. In the event the Winner does not respond to Sponsor's email within 2 (two) working days, the Sponsor can substitute the Winner with another Entrant. The Sponsor will not amend any contact information once the competition entry form has been submitted.
- 7.3 By entering the Contest (i.e., registering to participate in the Event) Entrant grants to Sponsor and its designees, in perpetuity the right to use, reproduce, distribute, and display, Entrant's name, portrait, picture, likeness, image or statements about the Contest, for any purpose whatsoever, throughout the universe, including, but without limitation, in connection with the Contest, and related advertising, marketing, promotion, merchandising, as well as in connection with any other media or technology (including, without limitation, Internet protocol, wireless or interactive platforms or interfaces) through which Sponsor or its designees may distribute content to end users, whether now existing or hereafter developed.

8. CLAIMING THE PRIZE

- 8.1 The potential Winner shall be notified by email and, following the Winner's confirmation of acceptance of the Prize in accordance with clause 7.3, will be sent instructions for their attendance at the Super Monday Event not later than 24 April 2023.
- 8.2 The Prize may not be claimed by a third party on your behalf.
- 8.3 The Sponsor will make reasonable efforts to contact the potential Winner. If the potential Winner cannot be contacted or is not available, refuses the Prize or is unable to collect or receive delivery of the Prize, is ineligible to receive the Prize, or is under the age of 18 and cannot be chaperoned at all times at the Super Monday Event by a person over the age of 18, the Sponsor reserves the right to offer the Prize to the next eligible Entrant selected from the correct entries that were received before the Closing Date.
- 8.4 The Sponsor is not responsible if a potential Winner is not able to take up the Prize.
- 8.5 The potential Winner may be required to submit valid documentation and/or identification to Sponsor. Prize claim documents will be sent to the potential Winner via email and/or mail. The Prize claim documents for the potential Winner may also include a declaration of eligibility/release of liability/Prize acceptance and publicity release (where permitted by law) and any other documentation reasonably requested by Sponsor, all of which the potential Winner must complete and return within seven days of the date the Prize claim documents are sent to the potential Winner.
- 8.6 Failure to meet the eligibility criteria of the Contest or submit any documentation and/or identification required may result in the potential Winner's disqualification and Prize forfeiture and, in such circumstances, the Sponsor reserves the right to offer the Prize to the next eligible Entrant selected from the correct entries that were received before the Closing Date.
- 8.7 The Sponsor takes no responsibilities and assumes no liability for any user content that any user may post on social media or otherwise. You are solely responsible for any user content and the consequences of posting and publishing it.
- 8.8 The Sponsor reserves the sole and absolute discretion to amend the mechanics of the events contemplated herein, including among others, to substitute, withdraw, cancel without prior notice or reason, compensation and payment whatsoever.
- 8.9 The Sponsor reserves the right, in its sole discretion, to modify, suspend, extend, or cancel the Contest (or any portion thereof) in the event the Club or the Sponsor is prevented from executing the Contest as contemplated herein by any event beyond the Club's or Sponsor's control. The Sponsor reserves the right, without prior notice and at any time, to terminate the Contest, in whole or in part, or modify, suspend or extend the Contest or Contest materials in any way, if it determines, in its sole discretion, that the Contest and/or Prize is impaired or corrupted or that fraud or technical problems, failures, malfunctions or errors have destroyed or undermined the proper entry, integrity, and/or feasibility of the Contest.

9. DATA PROTECTION AND PUBLICITY

- 9.1 By registering to participate in the Event:
- (i) the Entrant grants the Club and the Sponsor and its designees permission to collect, hold, store, use, process, transfer, disclose and/or report (whether directly or indirectly) to any relevant third party of his or her personal data and/or information provided to the Club and/or the Sponsor including but not limited to, for the purpose of administering his/her participation, organising and promoting the Event or otherwise for purposes relating to the Event and further consents and acknowledges that his/her personal data and/or information (i) will be processed in line with the Sponsor's and Club's private statement; and (ii) may be used in accordance with the Club's policies, terms and conditions or notices made available by the Sponsor or the Club to him/her from time to time;

- (ii) the Entrant agrees that any personal information collected by the Club or the Sponsor about the Entrant (as provided or supplied by the Entrant) can be used by the Club and the Sponsor and also disclosed to and used by persons who are involved in operating or promoting the Event on behalf of the Club and the Sponsor;
- (iii) the Entrant's consents to the use of his/her personal data for marketing purposes including but not limited to the use of his/her telephone number to contact him/her about the products and promotions offered by the Club from time to time via telephone, SMS or multimedia messaging; and
- (iv) share Entrant's email address and any other personally identifiable information with its affiliates and third party agencies for the purpose of facilitating Prizes;

10. GENERAL

- 10.1 If there is any reason to believe that there has been a breach of these Terms and Conditions, the Sponsor may, at its sole discretion, reserve the right to exclude, or require that the Club exclude, an Entrant from participating in the Contest.
- 10.2 The Sponsor reserves the right to hold void, suspend, cancel, or amend the Contest where it becomes necessary to do so.
- 10.3 Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and should such an attempt be made, Sponsor reserves the right to seek damages and other remedies (including, among others, attorneys' fees) from any such person to the fullest extent permitted by law. While Sponsor may take action against fraudulent activities of which they become aware, Sponsor assumes no responsibility or obligation to proactively police Entrants' activities, or to investigate any or all claims of fraudulent activity. Sponsor's failure to enforce any provision of these Terms and Conditions shall not constitute a waiver of that provision.
- 10.4 Sponsor will not be required to correspond with Entrants.
- 10.5 A person who is not a party to these terms and conditions has no right under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce any of these terms and conditions.

11. DISCLAIMER OF WARRANTIES

- 11.1 **To the fullest extent permitted by applicable law, the Sponsor makes no warranties, and hereby disclaim any and all warranties, express or implied, concerning any prize in connection with the Contest. Without limiting the generality of the foregoing, such Prizes are provided "as is" without warranty of any kind, either express or implied, and, to the fullest extent permitted by applicable law, the Sponsor hereby disclaims all such warranties, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose and/or non-infringement.**

12. INDEMNITIES, RELEASE AND CONDITIONS OF PARTICIPATION

- 12.1 **Important: By participating in the Contest, each Entrant hereby indemnifies, releases and agrees to hold the Sponsor, its affiliates, Prize partners, developers, licensors, digital/advertising/promotion agencies, and all of their shareholders, officers, directors, agents, representatives and employees (the "Contest Entities") harmless from and against any and all costs, injuries, losses or damages of any kind, including, without limitation, property damage, death and bodily injury (whether due to negligence or otherwise), due in whole or in part, directly or indirectly, to participation in the Contest or any Contest-related activity or the receipt, use or misuse of any Prize.**
- 12.2 By submitting an entry, Entrant agrees that:

- (a) Under no circumstances will Entrant be permitted to obtain any award for, and Entrant hereby knowingly and expressly waives all rights to seek, punitive, incidental or consequential damages and/or any other damages, other than actual out-of-pocket expenses, and/or any and all rights to have damages multiplied or otherwise increased, against any Contest Entity.
- (b) Entrant waives any right to claim ambiguity in these Terms and Conditions.
- (c) Entrant acknowledges and agrees that the Contest Entities are not responsible for any costs, injuries, losses, or damages of any kind arising from or in connection with:
 - (i) incomplete, lost, late, or misdirected entries, or for failure to receive entries due to any cause, including, without limitation, human, transmission, or technical problems, failures, or malfunctions of any kind, whether originating with Entrant, with the Contest Entities or otherwise, that may limit Entrant's ability to participate in the Contest;
 - (ii) incorrect or inaccurate information whether caused by internet users, or by any equipment or programming associated with or utilized in connection with the entry (and the Contest Entities assume no responsibility for any error, omission, malfunction, interruption, deletion, defect, or delay in operation or transmission, communications line failure, theft, or destruction or unauthorized access to, tampering, or hacking);
 - (iii) any injury or damage resulting from participation in the Contest (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to, loss or destruction of property, or any claims, costs, injuries, losses, or damages related to or based on the participant's rights of publicity or privacy); or
 - (iv) any claim by Entrant for defamation or portrayal in a false light.
- (d) The Contest Entities assume no responsibility for any damage to Entrant's computer system, which is occasioned by accessing the website or social media pages, or submitting an entry, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature, or for the incorrect or inaccurate capture of information, or the failure to capture any information.

13. **GOVERNING LAW**

- 13.1 These terms and conditions shall be governed by the laws of the Republic of Singapore, and the parties submit to the exclusive jurisdiction of the courts of the Republic of Singapore.