

Terms and Conditions for CONFIRMED Golden Ticket (“Competition”)

Please read these terms and conditions (“Terms”) carefully. The Terms contain important information on how to enter and prizes form part of these Terms. By participating in this Competition, each participant acknowledge that they have read and understood these Terms and agree to be bound by them. Entries must be submitted in accordance with these Terms to be valid.

Competition

1. The Terms apply to the Competition by adidas Singapore Pte. Ltd. (“Promoter”).
2. These Terms are available on Event page of the adidas CONFIRMED mobile application (“CONFIRMED App”).

Requirements

3. The Competition is only open to “Eligible Entrants”. Subject to these Terms, an Eligible Entrant (“Participant”) is a person who (a) is a Singaporean resident; (b) eighteen years of age or older at the time of entry; (c) has downloaded and is able to access the CONFIRMED App; (d) has a current and valid adiClub membership number/account; and (e) submits their entry into this Competition in accordance with these Terms. Membership is free, sign up for a free adiClub account at <https://www.adidas.com.sg/account-register>. By participating participants declare to be a resident in a legal jurisdiction in which the Competition is offered and to be able to lawfully enter into contractual relations in such legal jurisdiction.
4. Participation is excluded for (a) employees, outsourced staff, managers, and directors of Promoter, any adidas Group entities or their agents and their first- and second-degree family members, as well as (b) anyone else who is directly or indirectly professionally connected with or involved in the Competition and their family members and (c) anyone who participates for non-private purposes.
5. If participant’s contact details change, it is the participant’s responsibility to notify the Promoter in writing.

Participation

6. The Competition commences on 1 December 2022 at 10:00am Singapore Time and entries close on 7 December 2022 at 10.00pm Singapore Time (“Competition Period”). All entries received after lapse of the Competition Period are excluded from participation and will not be taken into consideration.
7. Participating in the Competition takes place by:
 - a. downloading the CONFIRMED App before the close of the Competition Period;
 - b. clicking on the Golden Ticket content in the CONFIRMED App feed; and
 - c. sharing what adidas shoe from the archives you would want the CONFIRMED app to bring back and why? (“Quiz”); and
 - d. entering the requested personal data; and
 - e. enable push notifications; and
 - f. enable setting for sharing location information; and
 - g. accepting and adhering to these Terms unconditionally.
8. No other means for entries will be accepted than set out in the above Clause. Incomplete entries are not valid and will not be accepted.
9. One entry per person. If more than one entry is received, only the first entry will be accepted.
10. The Competition is a competition without a purchase obligation.

11. This Competition is a game of skill, and chance plays no part in determining the winner. To enter, participant must participate in the Quiz as set forth in clause 7(c) of the Terms in the CONFIRMED App and submit proper entries during the Competition Period.
12. All entries become the property of the Promoter.
13. Entries will be judged based on creativity. The winners will be the best five (5) valid entries as determined by a panel of judges comprising representatives of the Promoter.

General rules of behaviour

14. Participants may not use the Competition for the expression of political or religious ideas.
15. Promoter has the right to refuse any entry which contains material which is offensive, insulting, injurious, obscene, offending, vindictive, indecent, perverted, immoral, aggressive, sexually oriented, racist, derisive, slanderous, discriminatory, or in any other way not in line with good taste and decency, or which Promoter deems in its sole discretion to be otherwise unacceptable.
16. Entries may not conflict with applicable law or regulations, the rights of third parties, nor may they incite, advocate or express pornography, obscenity, vulgarity, hatred, bigotry, racism or gratuitous violence.
17. Entries may not in any way harm Promoter, its affiliates, its agents and/or the brand of adidas (or any other brand of Promoter).
18. Participants may not upload, post, email or otherwise make available any material that contains software viruses or any other computer codes, files or programs designed to interrupt, destroy or limit the use of any software or devices on the Website.
19. Participants cannot derive any rights from their participation and have no right to any payment or other compensation for their entry or their participation.
20. Promoter retains the right to exclude participants from participating in the Competition and to delete entries from the Website if these are not in line with these rules of behaviour or are otherwise in conflict with the Terms.
21. Promoter's decision on all aspects relating to this Competition is final and no correspondence will be entered into.

Intellectual property rights

22. By participating in the Competition, participants agree to Promoter using free of charge participant's name, photograph, image, likeness, character, video, voice recording, or anything else that identifies them and general location for publicity and news purposes relating to the Competition and for a duration which is necessary for the organisation and publicity of the Competition. For purposes of this, participants agree that this assignment concerns any support or media worldwide whether existing currently or created in the future, and shall include as a non-limited list of examples: promotional documentation, newspapers, television, magazines, and books (both paper and electronic); Internet (including other websites, web casts, multimedia links and social networks) etc.
23. By participating in the Competition, participants agree to provide all additional information relating to the entry if so requested by Promoter.

Publication

24. It is prohibited to reproduce or publish anything relating to the Competition without the prior explicit written consent of Promoter.
25. Promoter is authorised to remove, shorten or amend entries in text or image on the Website.

Prizes

26. The Competition provides for a chance to win a prize (i.e., guaranteed access). There will be five (5) prizes awarded for entries from Singapore. The five (5) winners with the most creative submissions will each win a prize consisting of the CONFIRMED Golden Ticket allowing guaranteed access to purchase one (1) pair of each style of limited edition footwear product ("**Hype Product**") appearing with the label "**Online Draw**" in the CONFIRMED App during the thirty (30) day period from notification to the prize winners ("**Prize**" or "**Golden Ticket**").
27. The Golden Ticket only guarantees access to one (1) of each of the Hype Product styles for a Hype Draw timely entered by the Golden Ticket winner while valid and in standard sizing made available in CONFIRMED App. Online Draws will appear in CONFIRMED App in the 30 days following the award of the Golden Ticket (i.e., 9 December 2022 – 8 January 2023 Singapore Time). All Hype Sale and CONFIRMED App terms and conditions apply to use of the CONFIRMED App and to any attempted and completed purchases made with the Golden Ticket access. In the event of any conflict between this Terms and the Hype Sale and/or CONFIRMED App terms and conditions, the Hype Sale and CONFIRMED App terms and conditions shall prevail to the extent of the conflict.
28. The Golden Ticket provides access to purchase Hype Product from each Hype Draw that the Golden Ticket winner enters in the CONFIRMED App. Winner is not automatically shipped Hype Product.
29. To utilize the Golden Ticket, the winner must enter the Hype Draw in CONFIRMED App for each Hype Product that the winner wishes to purchase and fulfil all other requirements of the CONFIRMED App purchase process. There is a limited entry period for each Hype Draw as described in the CONFIRMED App terms and conditions.
30. The winners will be selected by Promoter as set forth in clause 13 of the Terms on or around 8 December 2022, 10:00am Singapore Time. Promoter will notify winners by push notification and may further send winners an email notification.
31. It is the responsibility of the winner(s) to ensure that they are able to accept the Prize and make use of the Prize.
32. The winners agree and accept - once the winner has redeemed the Prize - that all taxes or charges related to the Prize will be for his/her account.
33. No cash alternative to a Prize is available. A Prize cannot be exchanged for another prize.
34. A Prize is personal and non-transferable. The winner agrees not to sell, offer to sell or use the Prize for any commercial or promotional purpose (including placing a Prize or CONFIRMED App account credentials or access on an internet auction site). adidas reserves the right to terminate any Prize for violation of this Clause.
35. A Prize is indivisible and can only be accepted as granted.
36. Promoter reserves the right to modify or withdraw a Prize. The alternative prize will be of at least an equivalent or greater value. Unused portions of prizes will be forfeited and no compensation will be payable in lieu of that element of the prize.
37. Prizes that are not redeemed for whatever reason remain the property of Promoter. In case of a rejection of a Prize, the Prize also falls to Promoter.
38. Promoter will use all reasonable efforts to contact participant selected as a winner but accepts no responsibility if participant cannot be contacted. If a winner cannot be contacted or fails to confirm acceptance of a Prize within the 30 day period following winner selection or cannot make use of a Prize for any reason, Promoter reserves the right to select an alternative winner with the best entry (as determined by the judging panel) and the original winner will forfeit the Prize in its entirety.
39. The Prize will only be delivered via the CONFIRMED App. Once the Prize has been issued by the Promoter, the Promoter takes no responsibility for any failure in the winner's CONFIRMED App to receive the Prize. Please ensure that your CONFIRMED App version is up to date.

Limitation of liability

40. Promoter is not responsible or liable for costs or expenses of participants in connection with or relating to participating in the Competition. The costs of the use of internet are for the account of the participants.
41. Promoter is not responsible and exclude any liability for (i) network- (cable, internet or other relevant networks), computer hardware or software disruptions of whatever nature which might lead to a limited, delayed or lost entry, (ii) other problems or calamities, of whatever nature, that are connected with the functioning of the network (cable, internet or other network), the Website, computer hardware or software, and (iii) mistakes in the entering or processing of personal data, except in case of gross negligence or wilful misconduct of Promoter.
42. Promoter is not responsible or liable for any incompatibility between technologies used, in the broadest sense, during the Competition and the hardware and software configuration used by the participants.
43. To the fullest extent allowed by applicable law, Promoter, and any agencies involved in the Competition are not responsible or liable for any loss, damages or injury caused by participation in the Competition.
44. Where the Prize is delivered to the winner by post, Promoter is not liable for the acts or omissions of any courier or mail delivery.
45. If a Competition, for whatever reason, progresses differently than foreseen (e.g., infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other cause beyond the control of the Promoter which corrupt or affect the administration, security, fairness, integrity, safety or proper conduct of this Competition) or the Competition appears to be in conflict with applicable law, Promoter reserves the right to annul, terminate, amend or postpone the Competition without any liability of Promoter and without a right of compensation for the participants.
46. Promoter, its affiliates, agents, prize suppliers and advertising agencies make no warranties or representations regarding the quality, fitness of purpose or any other implied terms and conditions in relation to any and all of the prizes.
47. These Terms, and the Competition, are subject to applicable laws and regulations. Except for any liability that cannot by law be excluded (in which case that liability is limited to the maximum extent allowable by law), the Promoter (including its officers, employees and agents) excludes all liability for any death, personal injury, loss or damage (including loss of opportunity and whether direct, indirect, special or consequential) suffered or incurred by any person (whether or not arising from any person's negligence) arising in any way out of or in connection with the Competition, the awarding or provision of any prizes, use of or participation in any of the prizes or the marketing of the Competition.

Exclusion of participants

48. At all times Promoter reserves the right to exclude participants with invalid or false entries or invalid or false personal information from participation. The identification necessary for verification is at the sole discretion of the Promoter. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
49. Promoter reserves the right at its sole discretion to disqualify any individual found to be tampering with the operation of the Competition, or to be acting in any manner deemed by Promoter to be in violation of these Terms; or to be acting in any manner deemed by Promoter to be disruptive.

50. Promoter is authorised at all times on reasonable grounds (e.g., Participants upload or post incomplete, indecipherable or illegible entries or entries containing false information or incorrect contact details) to exclude or disqualify participants without a right of recourse against Promoter.
51. Promoter reserves the right to exclude participants or terminate a prize of a winner in case of (or suspicion of) foul play, fraud, or any other breach of the Terms without a right of recourse against Promoter. Organised or collective participation of the Competition shall be regarded as a breach of the Terms.
52. This Competition is void where the Competition is prohibited. It is the responsibility of the participants to ensure their legal eligibility to participate.
53. No rights can be derived from the Competition or its result other than set out in these Terms.

Privacy Policy

54. The Promoter collects participants' personal data set out in the entry form, or otherwise, as part of or in the process of the Competition, and may disclose such data to third parties, including but not limited to agents, contractors, service providers, prize suppliers and related bodies corporate, in order to conduct, administer and publicise the Competition. By entering the Competition, participants consent to the Promoter collecting, using, disclosing, transferring and processing their personal data and sending them data in accordance with the Promoter's Privacy Policy (available at https://www.adidas.com.sg/help-topics-privacy_policy.html) and otherwise agree to the terms of the Promoter's Privacy Policy. Without limitation, the Promoter and its related bodies corporate may, unless and until otherwise advised by the participant, use participants' personal data for marketing, advertising and opinion research purposes, including sending emails to the participant. This includes sending participants information about adidas Group products. Participants can advise the Promoter at any time if they no longer wish to receive marketing communications from the Promoter, by contacting the Promoter at the address below or in accordance with the Promoter's Privacy Policy. Some of the Promoter's agents, contractors, service providers, prize suppliers and related bodies corporate may be located overseas, including in Germany, Netherlands and Switzerland, and as a result the participant's personal data may be disclosed overseas. If a participant does not provide the data requested, they may not be able to enter the Competition. The Promoter's Privacy Policy contains information about how participants can gain access to or seek correction of personal data that the Promoter holds about them. It also contains information about how participants can make a privacy complaint and how the Promoter will deal with it.

Applicable law / disputes

55. The decision of Promoter is final and binding. No correspondence will be entered into relating to the result of the Competition.
56. If any Clause of these Terms is found by a competent court or other competent authority to be void or unenforceable, that Clause shall be deemed to be deleted and the remaining Clauses shall continue in full force and effect.
57. The Terms are governed by and construed in all respects in accordance with the laws of Singapore. Any and all disputes arising out of or in connection with the Terms shall in the first instance be submitted to and settled by the competent courts of Singapore.

58. Promoter reserves the right at all times to amend the Terms without any liability to the participants or any third party. A revised version of the Terms will be published on the Website.
59. Promoter will execute the Competition in compliance with applicable law and regulations relating to betting and gambling. Complaints or questions relating to the Terms and the Competition can be submitted in writing to adidas Singapore Pte. Ltd., to the attention of the Retail Manager, 109 North Bridge Road, #09-21, Singapore 179097.