

adidas Singapore

Terms and Conditions

THE BACK TO FITNESS GIVEAWAY CONTEST

Terms and Conditions

1. Information on how to enter and prizes form part of these Terms and Conditions. These terms are available on the Event page of the adidas mobile application ("adidas App").
2. By participating in the promotion, entrants acknowledge that they have read and understood these Terms and Conditions and agree to be bound by them. Entries must be submitted in accordance with these Terms and Conditions to be valid.
3. The promotion commences on 09 January 2023 at 10:00 am Singapore Time and entries close on 31 January 2023 at 04:00 pm Singapore Time (**Promotion Period**).
4. The promotion is only open to "Eligible Entrants". Subject to these Terms and Conditions, an Eligible Entrant 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 adidas App; (d) has a current and valid adiClub membership number/account; and (e) submits their entry into this promotion in accordance with these Terms and Conditions. Membership is free, sign up for a free adiClub account at <https://www.adidas.com.sg/account-register>.
5. Employees, outsourced staff, managers and directors of the Promoter and its related companies and suppliers and agencies involved in this promotion are not Eligible Entrants, nor are their immediate families.
6. Only one entry per person is permitted.
7. This promotion is a game of skill, and chance plays no part in determining the winner. To enter, an Eligible Entrant must during the Promotion Period:
 - a) access the adidas App;
 - b) log in to your adiClub account on the adidas App (if you are not an adiClub member, sign up for a free adiClub account first at www.adidas.com.sg/account-register);
 - c) register for the 'The Back to Fitness Giveaway Contest' on the Event page of the adidas App;
 - d) Share with us what your new year resolution is and why you deserve to win the adidas Workout Pack.
8. If an entrant's contact details change, it is the entrant's responsibility to update their adiClub account details.
9. All entries become the property of the Promoter.
10. Entries will be judged based on their originality and creativity. The winners will be the best five valid entries as determined by a panel of judges comprising representatives of the Promoter. The Promoter's decisions are final and no correspondence will be entered into.
11. The winners will be notified by email to the email address registered to their respective adiClub accounts (unless the Eligible Entrants have notified the Promoter of a change to their contact details in accordance with clause 8) by 9th February 2023.
12. Winners will each receive an adidas Workout Pack consisting of the following 6 products ("**Prize**"):
 - a) 1 x Fitness Mat (ADMT-11014GR), value 35€;
 - b) 1 x Adjustable Grip Trainer (ADAC-11400BK), value 17€;
 - c) 1 x Resistance Bands (Pair) Legacy (ADTB-10711-2), value 35€;
 - d) 1 x Essential Skipping Rope (ADRP-13011), value 15€;
 - e) 1 x Ab Wheel (ADAC-11404), value 21€; and
 - f) 1 x Double Massage Ball (ADTB-11609), value 14€.

No change of size requests shall be entertained. As adidas International Marketing B.V. will provide the Promoter with the Prize, we are unable to confirm the size of the Prize at this time. **However please note that no requests for change of size(s) will be entertained.** Please do not enter the Promotion if you do not agree to the same.

13. The 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.
14. The Promoter will use all reasonable efforts to contact an Eligible Entrant selected as a winner but accepts no responsibility if an Eligible Entrant cannot be contacted. If an Eligible Entrant selected as a winner cannot be contacted, or is unable to accept any element of the prize or is disqualified from eligibility as the winner of the prize pursuant to these Terms and Conditions or fails to collect the Prize as set out in clause 16, then that Eligible Entrant will forfeit the prize in its entirety and the Eligible Entrant with the next best entry (as determined by the judging panel) will be selected as the winner. The Promoter will not be liable for a winner who cannot be contacted or is disqualified from eligibility and therefore forfeits their prize and no correspondence will be entered into.
15. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize, or any element of it, as stated. The Promoter reserves the right to substitute the prizes in whole or in part for something of equal or greater value in the event that any component of the prize is unavailable (subject to any applicable legislation). Prizes are not transferable, deferrable, exchangeable or redeemable for cash or product. The prize cannot be sold to any other person (including by online auction or private sale). Unused portions of prizes will be forfeited and no compensation will be payable in lieu of that element of the prize.
16. The Winner will need to collect the Prize from adidas Brand Centre Orchard within 10 days of the winner notification email, and sign a form to confirm their collection of the Prize. Once the Prize has left the Promoter's premises, the Promoter takes no responsibility for damage or loss.
17. These Terms and Conditions, and the promotion, 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 promotion, the awarding or provision of any prizes, use of or participation in any of the prizes or the marketing of the promotion.
18. The Promoter reserves the right to disqualify any entries and forfeit any prizes awarded if it determines in its absolute discretion that the entrant does not satisfy the eligibility criteria set out in these Terms and Conditions, or if it determines any entry to be inappropriate for any reason. For example, the Promoter may disqualify: (a) any entrants or entries that tamper with, or attempt to tamper with the entry process; (b) incomplete, indecipherable or illegible entries or entries containing false information or incorrect contact details; (c) any entries that contain material that is obscene, indecent, objectionable, defamatory, libellous or otherwise contravenes an applicable law or infringes any third party's rights.
19. The Promoter reserves the right, at any time, to verify the validity of entries and the details provided by entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions. 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.
20. All Eligible Entrants who are selected as winners consent to the Promoter using their name, image, likeness, character, voice, photograph or anything else that identifies them without remuneration in any media worldwide (including without limitation in national print media, on

the Promoter's website and in other promotional material) for a reasonable time to publicise this promotion (including any outcome).

21. **Privacy Statement.** The Promoter collects entrants' personal information set out in the entry form, or otherwise, as part of or in the process of the promotion, and may disclose such information 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 promotion. By entering the promotion, entrants consent to the Promoter collecting, using, disclosing, transferring and processing their personal information and sending them information 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 entrant, use entrants' personal information for marketing, advertising and opinion research purposes, including sending emails to the entrant. This includes sending entrants information about adidas Group products. Entrants 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 entrant's personal information may be disclosed overseas. If an entrant does not provide the information requested, they may not be able to enter the promotion. The Promoter's Privacy Policy contains information about how entrants can gain access to or seek correction of personal information that the Promoter holds about them. It also contains information about how entrants can make a privacy complaint and how the Promoter will deal with it.
22. Each entrant must comply with these Terms and Conditions. Each entrant indemnifies and will keep indemnified the Promoter in relation to all loss and damage whatsoever which is suffered (including but not limited to indirect or consequential loss) by the Promoter as a direct or indirect result of the entrant acting inconsistently with or breaching any part of these Terms and Conditions.
23. The Promoter does not accept any responsibility for late, lost, incomplete, incomprehensible, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence, whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. All entries are deemed to be received at the time of receipt in the promotional database.
24. The Promoter is not responsible for any problems or technical malfunction of any telephone or network or lines, servers or providers, computer equipment, software, technical problems or traffic congestion on a mobile network, or any combination of these, or any other technical failures including any damage to an entrant's (or any other person's) mobile handset or computer related to, or resulting from, participation in this promotion or the downloading of any materials related to this promotion. Entrants acknowledge that the Internet is not a secure medium and that the Promoter is not responsible for the security of on-line entries.
25. If for any reason this promotion is not capable of running as planned, including as a result of infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration, security, fairness, integrity, safety or proper conduct of this promotion, the Promoter reserves the right in its sole discretion to cancel, terminate, modify or suspend the promotion, subject to any applicable legislation.
26. The Promoter's decision on all aspects relating to this promotion is final and no correspondence will be entered into.
27. These Terms and Conditions and the conduct of the promotion are governed by and construed in all respects in accordance with the laws of Singapore.
28. The Promoter is adidas Singapore Pte. Ltd. of 109 North Bridge Road, #09-21 Funan, Singapore 179097, in collaboration with adidas International Marketing B.V.