

SPA Championships 2017

Terms & Conditions

1. Definitions

- 1.1. "You" refers to the athlete, competitor, powerlifter and all other terms with the same meaning thereunder who is registering to compete in the Event.
- 1.2. "We", "us", "ours", "ourselves" refer to SPA and the Venue Owner(s).
- 1.3. "Parties" refer to both You and Us.
- 1.4. "Event" refers to the SPA Championships 2017.
- 1.5. "SPA" refers to Powerlifting LLP, its office-bearers, staff, officers, faculty and/or any of its authorised agents operating under the Singapore Powerlifting Alliance. For the avoidance of doubt, volunteers and/or helpers are not office-bearers, staff, officers, faculty and/or authorised agents.
- 1.6. "Venue" refers to the location where the Event is held.
- 1.7. "Venue owner(s)" or "Owner(s) of the venue" refers to the owners or entities operating the venue at which the Event is held.

2. Refunds

- 2.1. You agree that you are not entitled to any refunds whatsoever. If we do give a refund, it is entirely at our sole discretion and our decision to do so or not, is not subject to a review or appeal, whether in a court of law or otherwise.

3. Acceptance of risks

- 3.1. You confirm that understand the nature of the SPA Championships 2017 before your participation in such an event, and acknowledge and agree that your participation in this event, is your acceptance of any and all associated risks of such event, both foreseeable and unforeseeable (including but not limited to the possibility of sustaining personal injuries and/or loss of life).
- 3.2. You agree to cooperate and comply fully with all rules and regulations we set, including any laws under the Republic of Singapore. that You agree that your failure to adhere to any rules, regulations, or common sense, will give us the right to ban you from competing in the Event or from entering the Venue. You agree that we may ban you at any time, whether or not the Event has commenced.

4. Insurance and authorisation for medical attention

- 4.1. You undertake to obtain and maintain appropriate and sufficient insurance for your needs for the duration of the Event in which you participate in.
- 4.2. In the event of an emergency, you do hereby authorize us to arrange medical attention for you as may be reasonable and available in the circumstances and you agree to pay all medical and hospital fees and incidental charges in respect to medical attention given to yourself and to us for any such fees and charges and all incidental costs and expenses which may have been paid by us or whosoever else.

- 4.3. You agreed that the details for the person who should be contacted in such event of an emergency is provided accurately in the registration form and we cannot be held liable in the event we are unable to contact this person.

5. Indemnity

- 5.1. You understand and agree that in consideration of us accepting your participation in the Event, you hereby irrevocably and unequivocally undertake that you (including your child/children, parent, guardian, personal representatives and/or dependents) shall not, to the fullest extent permitted by the laws of Singapore, hold us responsible for any damage to or loss of property or any injury or loss of life which may be sustained by you during the Event or arising from any cause in connection with the Event.
- 5.2. You further agree to indemnify us from any and all claims arising from misrepresentation, misconduct, default, negligence, or from any other act on our part.

6. Minors

- 6.1. You confirm that if you are below 21 years of age, you have obtained a parent or guardian's agreement to consent to these Terms and Conditions, and your parent or guardian have agreed to be equally bound to these Terms and Conditions.

7. No agency relationship

- 7.1. Nothing in this Agreement shall be construed as establishing or creating a relationship of master and servant, employer and employee or principal and agent.

8. Entire agreement

- 8.1. These Terms and Conditions supersede all prior agreements, arrangements, understandings and undertakings between you and us, and constitutes the entire agreement between you and us relating to the subject matter of this Agreement.

9. Dispute resolution

- 9.1. In the event of any dispute arising from or in relation to this Terms and Conditions, Parties shall attempt negotiations at first instance through friendly consultations.
- 9.2. If no resolution is reached through consultations within thirty (30) days after one Party has served a written notice on the other Party requesting the commencement of such consultations, Parties agree to submit the dispute to mediation before proceeding with other forms of dispute resolution such as arbitration or litigation.

10. Force majeure

- 10.1. Neither Party shall be liable for any loss, damage, injury or delay due to any cause beyond its control including, without prejudice to the generality of the foregoing expression, acts of God, fires, strikes, lightning, war, riots and civil disturbance provided always that the affected Party will

resume its obligation as soon as the factor or event occasioning the failure ceases or abates.

11. Variation of agreement

11.1. No variation of this Terms and Conditions shall be effective unless made in writing and signed by both Parties.

12. Survival of rights, obligations and liabilities

12.1. Upon termination of this Agreement, all rights, obligations and liabilities of the Parties hereto accrued up to and including the date of such termination shall not be affected by the termination. In the case where either Party exercises the right to terminate the Agreement by written notice, such obligations and liabilities shall continue to be performed and discharged and accrued in accordance with the provisions hereof up to the date on which such notice of termination expires, providing always that any liability of the Parties for loss of actual or expected profit, and for indirect or consequential losses, is expressly excluded.

13. Waiver

13.1. The failure of either Party to enforce or to exercise at any time or for any period any term of or any right pursuant to the Agreement shall not be construed as a waiver of any such term or right and shall not prejudice or restrict the rights of that Party's right later to enforce or exercise it.

14. Severability

14.1. If any provision of this Agreement should be or be found to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions of this Agreement which shall remain in full force and effect and be valid and binding on the Parties.

15. Third party rights

15.1. A person who is not a Party hereunder has no rights under the Agreement (Rights of Third Parties) Act (Cap. 53B) to enforce or enjoy the benefit of any term in this Agreement.

16. Applicable law

16.1. This Agreement shall be interpreted, construed and governed by Laws of the Republic of Singapore. Both Parties agree to submit to the exclusive jurisdiction of the Singapore Courts.

PRIVACY POLICY

17. Privacy policy

- 17.1. You agree that your personal information may be collected by SPA.
- 17.2. Personal information includes but is not limited to:
 - 17.2.1. Full name;
 - 17.2.2. NRIC;
 - 17.2.3. Contact details;
 - 17.2.4. Address;
 - 17.2.5. Blood type;
 - 17.2.6. Next-of-kin details.
- 17.3. You agree that SPA may store your personal information on servers located outside of Singapore, including but not limited to Google and Dropbox.
- 17.4. SPA warrants to keep your personal information confidential, save for clause 17.5, and access is only given to its office-bearers, staff, officers, faculty and/or any of its authorised agents for the purposes of organizing the Event.
- 17.5. You agree that the following information is not confidential:
 - 17.5.1. Full name;
 - 17.5.2. Email address;
 - 17.5.3. Weight and age category for the event.
- 17.6. SPA warrants not to disclose your personal information unless a medical emergency occurs during the Event, in which case you:
 - 17.6.1. Agree that SPA may contact your next-of-kin using the details provided by you; and
 - 17.6.2. Give your express consent to SPA to provide your personal information to a medical professional for the purposes of providing treatment.

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