



## Levelled-Up Racing at HyperDrive Terms and Conditions

These terms and conditions (the "Terms") govern your participation in the Levelled-Up Racing at HyperDrive (the "Competition") organized by Palawan Innovation Studios Pte Ltd (which operates HyperDrive – The Palawan @ Sentosa) ("Organiser"). By entering the Competition, you agree to comply with these Terms.

### 1. Eligibility:

- 1.1 The Competition is open to individuals 18 years old and above and at least 140cm tall, for senior karts at 30km/h.
- 1.2 Participants must purchase Levelled-Up Racing: Game of Karts x Red Bull Bundle to qualify
- 1.3 The top 8 finalists will be contacted via phone call on 16 September 2024. Should the finalist be uncontactable or unable to RSVP by 16 September 2024, 11.59pm, the Organiser may select another finalist at its sole discretion.
- 1.4 Latecomers and no-shows on 18 September 2024 will not be eligible for the Competition.
- 1.5 Employees, affiliates, sponsors, and immediate family members of employees of the Organiser are not eligible to participate.

### 2. Registration:

- 2.1 Registration for the Competition is required and must be completed through the official registration form available at HyperDrive counter.
- 2.2 All information provided during registration must be accurate and complete.
- 2.3 By participating in the Competition, each participant agrees that any and all personal data submitted pursuant to this Competition may be collected, used and/or disclosed by the Organiser or its affiliates or Partner (as defined below) for various purposes which include the administration of the Competition, marketing, publicity and analysis and such collection, use and/or disclosure will be strictly in accordance with the Organiser's privacy policy, a copy of which may be accessed at <https://www.thepalawansentosa.com/privacy-policy/>.

### 3. Competition Rules:

- 3.1 Participants must adhere to the rules and regulations set forth by the Organiser.
- 3.3 Any form of cheating, unsportsmanlike conduct, or violation of the rules may result in immediate disqualification.
- 3.4 While the selection of finalists and winners is based on the best lap time, the Organiser retains the sole and final authority in determining the finalists and winner, and this decision shall be considered irrevocable and conclusive.
- 3.5 The Organiser reserves the right to disqualify any participant at any time for any reason whatsoever, and shall not be obligated to communicate these reasons to the disqualified participant.

### 4. Safety:

- 4.1 Participants are required to attend a compulsory safety briefing before each race session. They are also required to wear the helmets provided by HyperDrive.
- 4.2 All participants and spectators must follow safety instructions provided by the Organiser during the Competition.

### 5. Prizes:

- 5.1 Participants acknowledge that the prizes for this Competition may be provided and managed by the Organiser or the Organiser's appointed partner or service provider ("Partner") and that the Partner may be responsible for some or all of the administrative procedures required in relation to the prizes, including liaising with the winner for the purposes of the foregoing.
- 5.2 All prizes are non-transferable, non-refundable and non-exchangeable for cash, credit, goods or benefits-in-kind, unless otherwise stated.
- 5.3 The Organiser may at any time and without notice in its sole and absolute discretion and without assigning any reason, substitute any part or the whole of the Prize with any other item of a similar value.
- 5.4 The Organiser makes no representation, warranty or undertaking whatsoever as to any implied terms or conditions with respect to the prizes. The Organiser assumes no liability or responsibility whatsoever in respect of



any defect or deficiency in the prizes (or any part thereof) or the nature/consumption of the prizes (or any part thereof) and will not entertain any direct or indirect correspondence with anyone in this regard.

- 5.5 Any prizes awarded to a disqualified participant will be forfeited, and if collected, shall be returned to the Organiser promptly. In the event of (a) a forfeiture of a prize or disqualification of the winner for any reason; and/or (b) the withdrawal of consent by the winner to use his or her personal data in as set out in Clauses 2.3 and/or 7 of these terms, the Organiser reserves the right to withdraw the awarding of the prize and select an alternative winner.

#### 6. Liability:

- 6.1 All participants voluntarily assume all risks associated with their participation in the Competition and the Organiser shall be not responsible for any injuries, damages, losses, or liabilities incurred during the Competition, save for personal injury or death arising from the Organiser's negligence.
- 6.2 Save for liability for personal injury or death arising from the Organiser's negligence, the Organiser hereby excludes all liability in contract, tort (including negligence), breach of statutory duty or otherwise for any losses, death or personal injury, damages, costs, revenues, anticipated savings or expenses (including special, incidental, direct, indirect or consequential loss or damage and loss of profits) incurred or suffered by participants howsoever arising out of or in any way connected with the Competition or its prizes.
- 6.3 Each participant agrees to indemnify and hold the Organiser harmless from and against any and all claim, loss or damage incurred by the participant or by any other party in relation to the Organiser.

#### 7. Media and Publicity:

- 7.1 By participating in the Competition, participants grant the Organiser the right to use their names, images, and likeness for promotional and marketing purposes.
- 7.2 Participants agree that any photographs, videos, or other media captured during the event may be used by the Organiser without any prior notice, payment or compensation.

#### 8. General Terms and Conditions

- 8.1 The Organiser reserves the right to cancel, modify, or suspend the Competition for any reason whatsoever.
- 8.2 Each participant agrees that the Organiser may pass his or her details to third parties and/or otherwise engage third party providers in connection with this Competition where the third party is acting on the Organiser's behalf for the purposes of administering this Competition and/or any subsequent publicity.

#### 9. Governing Law and Jurisdiction:

- 9.1 These Terms and the Competition shall be governed by and construed in accordance with the laws of Singapore.
- 9.2 Any disputes arising out of or in connection with the Competition shall be subject to the exclusive jurisdiction of the courts of Singapore.

By participating in the Competition, you acknowledge that you have read, understood, and agreed to these Terms. If you do not agree to these Terms, you should not participate in the Competition.