#LIVEWITHVITALITY CORPORATE CHALLENGE 2024 TERMS & CONDITIONS



The "#LIVEWITHVITALITY Corporate Challenge 2024" will hereafter be referred to as the "Challenge".

REGISTRATION AND CHALLENGE PERIOD

- 1. This Challenge is organised by AIA Singapore Private Limited ("AIA Singapore") and administered by Enterprise Sports Group Pte Ltd ("ESG"). The Challenge is by invitation only from AIA Singapore via electronic direct mail ("eDM").
- 2. To participate in the Challenge, a duly authorised person from the Eligible Participant (defined below) must register the Eligible Participant at www.aia.com.sg/en/vitalitycorporatechallenge ("Challenge Website") during the Registration Period and provide relevant business contact information.
- 3. To be an Eligible Participant, the participant must: (i) be a company registered in Singapore; and (ii) have a minimum headcount of 30 people in the organisation. The registration of interest by Eligible Participants for the Challenge will commence on 27 March 2024 at 0900 hours (SGT) and end on 31 May 2024 at 2359 hours (SGT) ("Registration Period"). Registration for the Challenge will only be accepted during the Registration Period. ESG will contact the Eligible Participants that have registered their interest via the provided business contact information to verify interest and eligibility, and to arrange for a briefing session to confirm the Eligible Participant's participation in the Challenge.
- 4. The Challenge will commence from 1 May 2024 and end on 31 August 2024 ("Challenge Period") and will only be open to Eligible Participants who received a written confirmation of their participation in the Challenge from ESG ("Participants").

PARTICIPATION IN THE CHALLENGE

- 5. The employees of the Participants ("Participating Members") will have to participate in at least one of the following activities during the Challenge Period (each an "Activity"; collectively, the "Activities"):
- (a) an onsite health screening organised by the Participant ("Health Screening");
- (b) a telematch ("Telematch") organised by Fitness First Singapore Pte Ltd ("Fitness First");
- (c) an iDiscover challenge ("iDiscover") organised by ESG; and
- (d) a team relay ("Team Relay") organised by ESG.

ESG and Fitness First are the Challenge Partners of AIA Singapore. AIA Singapore reserves the right to disqualify and remove any Participant or Participating Member that/who does not meet the eligibility criteria or do not comply with the relevant requirements.

- 6. This Challenge is open only to Participant's employees who are residents of Singapore, aged 18 and above. Applicable phone, Internet, postal or any other charges may apply from participation in the Challenge, and each Participant and Participating Member shall be responsible for such costs and expenses.
- 7. For each Activity, AIA Singapore will select a total of three (3) winners with the highest scores from the Participants that comply with all the relevant requirements of the Challenge and Activity as may be provided from time to time by ESG, the Challenge Partner(s) and/or AIA Singapore. Each Activity winner will receive a trophy setting out their position in each Activity.
- 8. AIA Singapore will select a total of four (4) winners with the highest scores from the Participants that comply with all the relevant requirements of the Challenge (and relevant Activities) as may be provided from time to time by ESG, the Challenge Partner(s) and/or AIA Singapore. Each winner will win a trophy setting out their position in the Challenge, namely "Platinum Winner" for the Participant with the highest score, "Gold Winner" for the Participant with the second highest score, "Silver Winner" for the Participant with the third highest score, and "Bronze Winner" for the Participant with the fourth highest score.
- 9. Scoring will be based on the following criteria for each of the Activities:
- (a) <u>Health Screening (30 points)</u>: Maximum of 10 points to be awarded if Participant achieves the minimum participation rate (i.e. 30 Participating Members or 20% of the total headcount of Participant, whichever is higher) for the Health Screening; maximum of 20 points to be awarded if Participant achieves satisfactory aggregated company health results as determined by WhiteCoat based on the health screening results from Participating Members during the Challenge Period.

- (b) <u>Telematch (25 points)</u>: Maximum of 25 points to be awarded based on the Activity's rules (as communicated on-site before commencement of the Activity) and Participant's performance in the Activity, as determined by Fitness First.
- (c) <u>iDiscover (25 points)</u>: Maximum of 25 points may be awarded based on the Activity's rules (as communicated on-site before commencement of the Activity) and Participant's performance in the Activity, as determined by ESG.
- (d) <u>Team Relay (20 points)</u>: Maximum of 20 points may be awarded based on the Activity's rules (as communicated onsite before commencement of the Activity) and Participant's performance in the Activity, as determined by ESG.

Scores awarded to the Participants will be collated by ESG. The scores will be published in a leaderboard on the Challenge Website on a monthly basis. All queries on scoring and leaderboard are to be directed to ESG.

Participating Members would also be able to earn AIA Vitality points by participating in the Activities if they are AIA Vitality members via their personal fitness device or tracker. The Participating Members who are also AIA Vitality members must input his/her AIA Vitality membership number accurately when registering for or participating in Activities that require input of such information for the crediting of AIA Vitality points.

- 10. Scoring for the Activities will be solely at the discretion of each Activity's Challenge Partner. The Challenge Partner's decision(s) on all matters relating to the scoring for the Activity is binding on all participants of the Challenge (including, but not limited to, Participants and Participating Members). No correspondence will be entertained about their decision(s).
- 11. By registering interest and/or taking part in the Challenge, all participants (including, but not limited to, Participants and Participating Members) agree to be bound by these Terms and Conditions, the prevailing terms and conditions of use of any platform(s), premises and locations on which the Activities take place (where applicable), and the prevailing terms and conditions of each Challenge Partner (as applicable), all of which may be amended from time to time.

PRIZES AND WINNERS LIST

- 12. The winner(s) of the Challenge will be announced on the Challenge Website by 31 October 2024. Winners will be notified by ESG via a call and/or email using the business contact information provided during the registration of interest for the Challenge to arrange for the collection or delivery of the Prize. AIA Singapore reserves the right to deal with all prizes unclaimed within the time stipulated in the prize notification message, in any manner deemed fit.
- 13. In the event that any winner is disqualified from the Challenge, AIA Singapore at its sole discretion may decide whether a replacement winner should be selected. In this event, any further winner will be selected on the same criteria as the original winner and will be subject to these Terms and Conditions.
- 14. Prizes are non-transferable unless stated otherwise and non-exchangeable for cash and may be subject to availability. AIA Singapore is not obliged to replace any damaged, lost or defaced prizes. Value of the prizes may vary; AIA Singapore reserves the right to replace any prize with items of similar value without prior notice. All prizes will be awarded on an "as is" basis, and all warranties, express or implied, are disclaimed. AIA Singapore does not guarantee nor bear liability regarding the quality, performance, technical specifications, conditions or safety of the prizes. AIA Singapore's decision regarding the award of all prizes, and/or in every situation including any not covered in these Terms and Conditions, shall be final and binding on all participants in the Challenge, and no queries, challenges or appeals may be made or entertained regarding AIA Singapore's decision on the same. The receipt by any winner of any prize under this Challenge is conditional upon compliance with any and all applicable laws, rules and regulations.
- 15. AIA Singapore may, at any time, in its sole discretion and without prior notice or liability to the participants of the Challenge or any person, end the Challenge and/or vary, modify and/or amend these Terms and Conditions. Please review these Terms and Conditions periodically for changes and updates. To determine when these Terms and Conditions were last revised, please refer to the "Last Revision Date" stated at the end of these Terms and Conditions.

RELEASES

16. Each participant (including, but not limited to, Participants and Participating Members) involved in or taking part in any activity in relation to the Challenge represents and warrants that all materials, documents, information and forms submitted or created by him/her in connection with the Challenge do not infringe on the rights of any party, including but not limited to intellectual property rights relating to any patent, trademark or brand name registered or enforceable anywhere in the world. Such participant shall indemnify AIA Singapore and its affiliates against any claims, liability, damages, costs and expenses incurred by AIA Singapore and its affiliates arising out of or in connection with any such

infringement (including legal costs on a solicitor-client basis), and shall at the request of AIA Singapore, defend any action brought against AIA Singapore and its affiliates for any such claim for liability and/or damages.

OWNERSHIP AND RIGHTS

- 17. By participating in the Challenge, each participant (including, but not limited to, Participants and Participating Members) hereby agrees and authorizes AIA Singapore, to use at its discretion, without further compensation, fee, charge or other remuneration to him/her, and to disclose his/her name, addresses, personal details, photographs, videos or any likeness of him/her for packaging, promotional, advertising, marketing and/or publicity purposes (where not prohibited by written law), and to use statements or any creative content made by or attributed to him/her as winners of this Challenge (if applicable), and any rights in connection therewith. The participant shall not own any intellectual property rights (including moral rights) to any of his/her work or creations submitted in connection with the Challenge and accordingly agrees to unconditionally waive all such rights.
- 18. All worldwide intellectual property rights, in any work or submission by any participant (including, but not limited to, Participants and Participating Members) made in connection with the Challenge shall be unconditionally vested in and owned by AIA Singapore without further action but the participant shall execute any documentation in favour of AIA Singapore for such purposes where necessary or required. AIA Singapore shall have the right to create derivative works there from and sub- license any such works to any third party at its discretion without compensation to any participant. Each participant waives all ownership rights he or she may have over the Challenge works/submission.

LIMITATION OF LIABILITY

- 19. By entering this Challenge, all participants (including, but not limited to, Participants and Participating Members) agree to release, discharge, and hold harmless AIA Singapore and its partners, affiliates, subsidiaries, advertising agencies, agents and their employees, officers, directors, and representatives from any claims, losses, and damages arising out of their participation in this Challenge or any Challenge-related activities or for (i) any printing or typographical errors in any materials or communication associated with the Challenge (ii) any technical malfunction and/or problem with the prizes and (iii) any use of the prizes.
- 20. Acceptance of any prize shall constitute a release and discharge of AIA Singapore by each winner from any and all liability, claims, demands, causes of action, and/or damages which the winner may have, whether known or unknown at the present time, of any nature whatsoever, arising out of or relating to:
- (i) the Challenge, (ii) property damage, theft or loss suffered by the winner as a result of the use and/or enjoyment of the prize, and/or (iii) any tax liabilities in relation to the Challenge, prize and/or use or enjoyment of the same. AIA Singapore makes no representation or warranty on the merchantability or fitness for purpose of the prize.
- 21. AIA Singapore assumes no responsibility for any error, omission, interruption, deletion, defect, or delay in the transmission; communications line failure; theft or destruction of or unauthorized access to Challenge entries; or alteration of entries. AIA Singapore is not responsible for any problems with or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any entry to be received on account of technical problems or traffic congestion on the Internet or at any website, human errors of any kind, or any combination thereof, including any injury or damage to participants' or any other persons' computers related to or resulting from participation, uploading or downloading of any materials related to in this Challenge.

CONDITIONS

- 22. AIA Singapore reserves the right to disqualify any registration, participant, entry/submission or participation that it deems inappropriate or unsuitable or detrimental to the AIA brand (not just in terms of vulgarity).
- 23. Should photos be required to be submitted for the Challenge, all photos submitted should be original (i.e. taken by the participant). They should not be plagiarised, copied or reproduced from other photo contests/challenges or images that are licensed to other third party vendors. Such entries will be infringing third party copyright/privacy laws and will be disqualified regardless of when the infringement is detected.
- 24. THIS CHALLENGE IS VOID WHERE PROHIBITED BY APPLICABLE LAWS. To the extent permitted by law, the right to litigate, to seek injunctive relief or to make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Challenge are hereby excluded and any participant expressly waives any and all such rights. Certain restrictions may apply. Entries are deemed void if AIA Singapore determines the entries are illegible, incomplete, damaged, irregular, altered, counterfeit, produced in error or obtained through fraud or theft.

- 25. By participating in the Challenge, each participant (including, but not limited to, Participants and Participating Members) agrees if he/she wins, that AIA Singapore may use the Participant(s)' name and/or logo, Participating Member(s)'s name, likeness, and/or voice in any publicity or advertising relating to the Challenge or future promotions without compensation or approval (except where prohibited by law). All applicable taxes, fees and surcharges and/or foreign duties on prizes are the sole responsibility of the prize winners.
- 26. AIA Singapore reserves the right to verify the validity and originality of any registration / entry and/or the identity of the participant (including, but not limited to, Participants and Participating Members) of the Challenge (including a participant's email address). AIA Singapore reserves the right to remove or block any participants using profanity, racial slurs, foul language or comments that may be deemed as an attack on AIA Singapore or the Challenge. By participating in this Challenge and agreeing to these Terms and Conditions, each participant warrants that he/she will not post any messages in relation to the Challenge or perform any acts during their participation in the Challenge that are obscene, vulgar, sexually-oriented, hateful, threatening, or otherwise in violation of any laws.
- 27. Failure by AIA Singapore to enforce any of its rights at any stage does not constitute a waiver of those rights.

RIGHT TO CANCEL OR SUSPEND CHALLENGE

28. If for any reason the Challenge is not capable of running as planned, due to infection by computer virus, bugs, worms, trojan horses, denial of service attacks, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of AIA Singapore that corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Challenge, AIA Singapore reserves the right, at its sole discretion, to disqualify any participant(s) who tamper with the registration or scoring process, and/or to cancel, terminate, modify, or suspend the Challenge.

DATA PROTECTION

- 29. All selected winners will be required to furnish their business information for identification purposes, for administering this Challenge and to comply with regulatory requirements. Participating Members may also be required to furnish their personal information to participate in the Activities and the Challenge, By furnishing their personal data, all participants (including, but not limited to, Participants and Participating Members) agree that such data may be accessed, stored or otherwise processed in any medium or format determined by AIA Singapore, and may be transmitted across jurisdictional borders for storage and processing by AIA Singapore, its affiliated entities or its service providers. All participants (including, but not limited to, Participants and Participating Members) by furnishing their personal data agree that AIA Singapore may share their personal data with its affiliated companies and service providers for the purposes stated above.
- 30. All personal data furnished by participants (including, but not limited to, Participants and Participating Members) and collected in connection with this Challenge will be subject to the AIA Personal Data Policy (Singapore) which is available at AIA Singapore's website.

DISCLAIMER

- 31. Any trademarks, graphic symbols, logos or intellectual property contained in any materials used in connection with this Challenge, in particular those relating to the Activities, Challenge Partners and Challenge prizes, are the property of their respective owners. The trademark, logo, graphic symbols of AIA Singapore and its affiliates are the intellectual property of AIA Company Limited, and contractors are not affiliated with such owners and their relevant affiliates. AIA Singapore is not providing any endorsements or sponsorships to their products or services.
- 32. Each participant of this Challenge grants the social media platform(s) on which the Challenge may take place on a complete release from any liability and exempts AIA Singapore from any liability arising from any act, omission, or default in connection with the use and operation of the operating platforms of all social media platform(s) over which AIA Singapore has no control. This Challenge is in no way sponsored, endorsed or administered by, or associated with the social media platform(s) on which the Challenge may take place on. Each participant also grants AIA Singapore a complete release from any liability arising from the act, omission or default of ESG and each of the Challenge Partners in connection with the Challenge and/or Activities.

GOVERNING LAW AND JURISDICTION

33. This Challenge and these Terms and Conditions shall be governed by Singapore law and each participant agrees to submit to the exclusive jurisdiction of the courts of the Republic of Singapore.