

Active Enabler Programme Sports Expertise

Terms and Conditions

1. Acceptance of SportSG's provision of Active Enabler Sports Expertise ("**Sports Expertise**") for the fitness/sports activity session(s) (the "Activity/ies"), as detailed in the Active Enabler Programme application form submitted by the Applicant(s) (the "Application Form") shall be subject to these terms and conditions.

2. **Endorsement Details:** Where applicable, the Applicant(s) shall have the right to use the GetActive! Singapore logo as set out in Annex A, in their marketing collaterals and dressing on-site, provided all artwork is submitted to SportSG at least 5 clear days before production for approval.

3. **Allocation of GetActive! Singapore Premiums (where applicable):** The quantity of GetActive! Singapore premiums allocated to each Applicant(s) shall be determined by SportSG. SportSG's decision in this regard shall be absolute and final. Collection of GetActive! Singapore premiums shall be at a time and venue determined by SportSG and at Applicant(s)' own time and expense.

4. **Distribution of GetActive! Singapore Premiums (where applicable):** The GetActive! Singapore premiums are intended for distribution to participants of the Activity/ies as detailed in the Applicant(s)'s application only and not to be used and/or sold for profit.

5. **Assignment of Group Fitness Workout:** SportSG reserves the right to assign appropriate workout(s) for the group fitness activity. The conduct of the group fitness workout(s) shall be subject to the availability of venue and/or trainers, and SportSG reserves the right to cancel any group fitness workout sessions as it deems necessary.

6. **Obligations of SportSG:** SportSG's obligations in its provision of Sports Expertise shall be limited to the following:
 - i. **Provision of Trainers:** provide adequate qualified trainers and/or instructors to conduct the group fitness workout(s), subject to Clause 5 above.

 - ii. **Conduct of Programmes:** take the lead in conducting the Activity/ies.

7. **Obligations of Applicant(s):** The Applicant(s) shall be responsible for the following:

- i. **Provision of Venue:** unless otherwise agreed by parties, provide and/or procure an appropriate venue for the instructors/coaches to conduct the Activity/ies.
 - ii. **Equipment:** provide and/or procure the necessary logistics and/or equipment required for participants to successfully participate in the Activity/ies; and where personal equipment is required for participation in the Activity/ies, to make available for sale the necessary personal equipment.
 - iii. **Miscellaneous Operating Costs:** bear any other costs and/or expenses necessary for the setup of the venue (for example, costs relating to audio-visual systems, lighting, videography and/or photography services, etc.) for the successful conduct of the Activity/ies, save for costs that are expressly stated herein to be contributed and/or borne by SportSG.
 - iv. **Promotional Collaterals:** take the lead in promoting the Activity/ies through various platforms, including but not limited to, mobile platforms, social media, print media and/or other appropriate forms of collaterals.
 - v. **Permits/Licences:** obtain and maintain all licences, permits, approvals and other authorisations necessary to carry out the Activity/ies, including regulatory authorisations, and authorisation to use any photograph, copyright material or other property or rights belonging to third parties for the purpose of the Activity/ies. The Applicant shall conform in all respects with all applicable laws and regulations for the purpose of the Activity/ies.
 - vi. **Transportation:** where applicable, arrange and bear any other costs and/or expenses necessary to travel to the Get Active! Singapore Festival venue where the Activity/ies is/are being held.
- 8. Right of SportSG to Supervise:** The Applicant(s) shall allow representative(s) of SportSG access to supervise the Activity/ies to ensure that it is carried out in accordance to the objectives and aims of the Active Enabler Programme and as approved by SportSG.
- 9. Right of SportSG to Take Photos/Videos:** Filming, sound recording and photography may take place at the event venues for SportSG's promotional and marketing purposes. The Applicant(s) shall consent, and shall obtain all participants' consent, to being filmed and recorded, and grant SportSG irrevocable permission to use the Applicant(s)'s and participants' image(s), likeness and/or sound recording in any manner SportSG, its staff or its licensees deem(s) fit, without any compensation to the Applicant(s) and/or the participant(s). The foregoing shall apply to any and all images, sound recordings and/or videos of the Activity/ies that are submitted to SportSG by the Applicant(s). The Applicant(s) shall indemnify SportSG and not make any claim against, or hold SportSG, its staff and/or its licensees responsible for libel, defamation or invasion of privacy in connection with such usage.
- 10. Deliverables:** SportSG's provision of Sports Expertise and GetActive! Singapore premiums

(where applicable) shall be subject to the Applicant(s)'s fulfilment of the deliverables as set out in Schedule A. In the event the Applicant(s) fail to fulfil the deliverables as set out in Schedule A, SportSG may demand from the Applicant(s) a refund of the costs incurred by SportSG in the provision of Sports Expertise for the Activity/ies and/or withdraw its provision of GetActive! Singapore premiums (where applicable). Where applicable and where GetActive! Singapore premiums have been collected by the Applicant(s), the Applicant(s) shall return to SportSG all or the remaining GetActive! Singapore premiums, whichever is applicable.

11. Exclusion of Liability: SportSG excludes all liability whatsoever and howsoever to the Applicant(s) or any third party for any loss (including consequential losses) or loss of expectation of support (monetary or otherwise). SportSG further excludes all liability for any losses, damage, injury or death that may arise in connection with or related to the provision of Sports Expertise, save for those caused directly by SportSG's gross negligence.

12. Indemnity: The Applicant(s) shall indemnify, hold harmless and defend SportSG against:

- i. any claim or action by any person by reason of or arising from the Activity/ies, usage of any of the event venue(s) and/or the use of the GetActive! Singapore premiums (where applicable), except for such claims arising directly from SportSG's gross negligence;
- ii. any claim or action by any person for infringement of any intellectual property over any equipment, product, invention or discovery, provided by the Applicant(s), used in connection with the Activity/ies; and/or
- iii. any and all penalties and liabilities of every kind for the breach of any applicable laws and regulations.

13. Delay/Cancellation of Programme(s): In the event of any delay/cancellation of the Activity/ies by the Applicant(s), the Applicant(s) shall provide SportSG at least three (3) working days' notice in advance of such delay/cancellation. Otherwise, the Applicant(s) shall be responsible for all costs incurred by SportSG in the engagement of the trainer(s) and cancellation fees incurred by SportSG, if any.

In the event of a cancellation of the Activity/ies, the Applicant(s) shall return to SportSG all GetActive! Singapore premiums (where applicable).

In the event of a delay, the provision of Sports Expertise for any rescheduled Activity/ies will be subject to the availability of trainers and shall be at SportSG's unfettered and absolute discretion.

For the avoidance of doubt, the Applicant(s) shall have no claim against SportSG for any loss or damages whatsoever, whether direct, indirect or consequential, arising for any reason from any such delay/cancellation.

14. Force Majeure: In the event of any cancellation of the Activity/ies due to any force majeure event, i.e., any event beyond the parties' control, including but not limited to, Acts of God, industrial disputes, strikes, lockouts, fire, explosion, power outages, outbreak of disease (epidemic or otherwise), government regulations and/or advisories, war and terrorist acts, no loss or damage shall be claimed by either party for reason thereof.

15. Confidentiality: The Applicant(s) agree to take all reasonable steps to prevent the publication or disclosure of any information concerning the business, operations, accounts or finances of SportSG and any other information belonging to SportSG of a proprietary or confidential nature.

Any interview or media statement to be made in respect of SportSG's provision of Sports Expertise must be approved by SportSG prior to the making of it.

The Applicant(s)' obligations of confidentiality shall survive the conclusion of the Active Enabler Programme or termination as per Clause 16 below, unless the information in question has entered the public domain due to no breach or default of the Applicant(s) or the disclosure of such information is with the prior written consent of SportSG or by law.

The Applicant(s) shall comply with the Singapore Personal Data Protection Act, all applicable privacy, data protection or similar laws and regulations ("Personal Data Protection Laws") and shall not, by any act or omission of the Applicant(s), cause SportSG to be in violation of any applicable Personal Data Protection Laws.

16. Termination: SportSG shall be entitled to withdraw its provision of Sports Expertise and/or GetActive! Singapore premiums (where applicable) at any time by notice in writing to the Applicant(s), if SportSG considers that:

- i. it is necessary in the public's interest that the Activity/ies be cancelled;
- ii. the Applicant(s) is/are making any profit from the use and/or sale of the GetActive! Singapore premiums (where applicable);
- iii. the Applicant(s) has/have failed to meet the deliverables as set out in Schedule A;
- iv. the Applicant(s) has/have deviated from the objectives and aims of the Active Enabler Programme;
- v. the Applicant(s) has/have, at any time, provided false or incorrect information to SportSG; or
- vi. there is any material omission in the Applicant(s)'s application.

SportSG further reserves the right to withdraw its provision of Sports Expertise and/or GetActive! Singapore premiums (where applicable) for any reason with one (1) week's notice in writing to the Applicant(s).

The Applicant(s) shall have no claim against SportSG for any loss or damages whatsoever, whether direct, indirect or consequential, arising for any reason from any such termination.

17. Modification: SportSG's provision of Sports Expertise and the GetActive! Singapore premiums (where applicable) is offered at SportSG's unfettered and absolute discretion. For the avoidance of doubt, any loss suffered by the Applicant(s), whether direct, indirect

or consequential, from any suspension, variation, withdrawal or termination of the provision of Sports Expertise and/or the GetActive! Singapore premiums (where applicable), shall not be attributed to SportSG. SportSG reserves the right to change these terms and conditions as it deems fit without prior notice.

ANNEX A- GetActive! Singapore Brand Guide

(to be provided at a later date)

SCHEDULE A – ACTIVE ENABLER PROGRAMME DELIVERABLES

Active Enabler Sports Expertise (Group Fitness)

Pre-event/On the event day:

- An online shout out that “event name” is part of GetActive! Singapore using our Facebook page <https://www.facebook.com/myActiveSG>
- Post at least one photo and/or video of the participants engaging in the event, on our Facebook page or tag us on our Instagram profile. Hashtag “#GetActiveSG” and “#PlayOnPlayTogether” along with the event name.

Facebook page: <https://www.facebook.com/myActiveSG>

Instagram profile: @GetActiveTV

Post event (within 2 weeks):

- To submit 3-5 event photos and/or a video clip with a short description each
- Schools may opt to have the video submission be considered as part of the GetActive! Workout 2021 Schools Competition. Please refer to <https://circle.myactivesg.com/partners/schools/> for more details on the competition.
- To submit responses via an online Post Event Form.
- Submission link for post event form and photos/video to be advised at the end of the event.

SCHEDULE B - Active Enabler Sports Expertise Workout Options

FITNESS

GROUP FITNESS

Exercising in a group can be more motivating than working out alone and there are many different types of group fitness programmes available (see categories listed below). It can be a great way to lose weight, get in shape, and keep going when you might otherwise want to stop exercising. The group fitness session will be conducted by certified instructor(s) in the respective fitness format or brand at the venue booked by the applicant.

Venue and all logistics (including sound system) must be prepared by the applicant.

SportSG reserves the right to assign the appropriate fitness workout* available under the category selected by the applicant.

** the examples listed under each category is not exhaustive; for more examples of group fitness workouts, go to www.myactivesg.com*

Participation Outreach:

Minimum - 20pax

Maximum - up to the safe capacity of the facility /location in which the session is conducted.

Duration:

Up to 60 minutes

CATEGORY A: RHYTHMIC / DANCE FITNESS

One of the unique aspects about this format is the combination of music and exercise that incorporates some or many forms of dance. Instructors will use of a variety of teaching and motivational techniques to create a positive exercise experience.

Suitable for all ages; no dance experience required.

How It Works

Rhythmic / Dance fitness is a full aerobic workout that is energetic with upbeat music that is sure to get your body moving. A fun workout for all levels of fitness enthusiasts and age groups, this class combines cardiovascular training and toning exercises, for a superior total body workout.

Benefits

In addition to strengthening your heart and cardiovascular system, participation in regular aerobic exercise improves your circulation and helps your body use oxygen better, increases energy, increases endurance, helps reduce the risk of developing heart disease, helps reduce the risk of developing diabetes, helps reduce body fat, helps you reach and maintain a healthy weight, helps reduce stress, tension, anxiety and depression. Improves sleep.

Examples

Aerobics, Zumba® Fitness, Kickbox

CATEGORY B: HIGH INTENSITY

This is sports-inspired cardio workout for building strength and stamina. It is designed to reflect movements and develop core muscle groups that are essential in daily activities. From calisthenics to resistance training to speed and agility drills, you will walk away with a feeling of accomplishment. For the strong, the weak, the fit and the not so fit, as long as you have the will to finish what you started.

Suitable for all ages; suitable for those who are looking for more challenging options.

How It Works

This high-energy interval training class combines athletic aerobic movements with strength and stabilisation exercises that will challenge you both mentally and physically. The session is designed in a way that will push you harder than you have pushed yourself. You will run sprints, perform lots of functional movements like push-ups, squats, sprints, sit-ups and various forms of plyometric and interval training with little rest between exercises.

Benefits

The combination of a team atmosphere, intense full-body cardiovascular and strength exercises will challenge every muscle in your body; you're bound to feel the burn and intensity. Getting through a challenging workout builds confidence and self-esteem as well as help to improve overall coordination and balance.

Examples

Bootcamp, Circuit Training, Functional Fitness

CATEGORY C: MIND & BODY

The workouts under this category is all about learning to de-stress and relax. Unwind and relax with low-impact and gentle movements at your own pace.

Suitable for all ages; you will be notified if participants need to bring their own exercise / yoga mats.

How It Works

Movements are low-impact and gentle that put minimal stress on your muscles and joints. The workout accomplishes its goals of providing a workout without putting any unnecessary strain on you. You do it at your own pace; it is non-competitive.

Benefits

This gentle form of exercise can help maintain strength, flexibility and balance, and could be the perfect activity for the rest of your life. Enjoy the harmonising benefits of gentle stretching and strengthening, breath work, relaxation and meditation. This class provides clear instructions and modifications, making it accessible to all levels.

Examples

Yoga, Taijiquan, Pilates

CATEGORY D: FITNESS FOR CHILDREN (UP TO 12 YEARS OLD)

The workouts combine fun and fitness in a way that children love.

Suitable for children up to 12 years old; exercises, instructions and music will be age-appropriate.

How It Works

The choreography will feature kid-friendly routines. Instructor will break down the steps, add games, interactive elements and fun physical activities into the class structure

Benefits

Helps develop a healthy lifestyle and incorporate fitness as a natural part of children's lives by making fitness fun. Classes incorporate key childhood development elements like respect, team work, confidence, self-esteem, memory, creativity and coordination.

Examples

Aerobics for Kids, Zumba® Kids, Bokwa® Kids