

**KIDS ADVENTURE CLUB 2022**  
**September School Holiday**  
**22 August 2022 – 4 September 2022**

**Terms & Conditions**

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The Kids Adventure Club 2022 Programme (the “Programme”) is a kids’ programme organised by The Seletar Mall Pte Ltd (the “Organiser”). By becoming a member of or participating in the Programme or being a Representative (as defined below), you agree to accept and be bound by the terms and conditions set out herein (the “T&Cs”). The T&Cs may be amended by the Organiser at any time by posting the amended terms and conditions at The Seletar Mall website at <https://www.theseletarmall.com/> without prior notice. Any continued participation by the Member (as defined below) in the Programme after the amendment of the T&Cs shall be deemed to be acceptance of the amended terms and conditions by the Member and his/her Representative. If the Member or his/her Representative does not agree to the amended terms and conditions, the Member shall have the right to terminate his/her membership in accordance with the T&Cs.

**1. AGREEMENT**

- i. You hereby represent and warrant that you are at least 18 years old and have the necessary legal capacity, right, power and authority to agree to the T&Cs, and that you are contracting as parent or guardian of a child or ward who is less than 18 years old and who is registering for and/or participating in the Programme, and you agree as his/her parent/guardian, both in your personal capacity and on behalf of your child/ward, to be bound by the T&Cs and any other terms and conditions applicable to the Programme (including without limitation any specific terms and conditions applicable to any specific activities or missions) (collectively the Programme T&Cs”), and to be liable for your child’s or ward’s acts and omissions while registering and/or participating in the Programme, and you also agree to ensure that your child or ward observes the Programme T&Cs.

**2. PROGRAMME**

- i. This activity is open to Kids Adventure Club (KAC) 2022 members only.
- ii. To register for the September School Holiday Activity, members are required to make a minimum spend of \$5, and present their Mission Booklet upon registration.
- iii. In order to collect STARS, members are required to present proof of participation and submit the same proof of participation at the Kids Concierge located at Basement 2.
- iv. A parent or legal guardian is required to be present at the point of registration.
- v. All redemptions must be made from 3 September 2022 to 4 September 2022 (both dates inclusive) at the Kids Concierge located at the Information Counter at Basement 2 from 10.00am, with the last redemption at 9.45pm.

### **3. DISCLAIMERS**

- i. The Organiser makes no warranty or representation of any kind, including without limitation any warranty as to the quality, merchantability or fitness for a particular purpose, in respect of any participating merchants' goods and services. Any dispute about the same must be resolved directly between the Member / Participant and the participating merchants.
- ii. The Organiser shall not be liable for any loss (including, without limitation, direct, indirect, special, incidental, consequential or punitive loss), damage, personal injury or death howsoever caused arising directly or indirectly out of or in connection with the Programme, the Programme T&Cs (or any of the matters contemplated therein), any goods and services of the participating merchants and/or any gift/prize redeemed or awarded in connection with the Programme, whether for breach of contract, tort or other cause of action, save for any liability that cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
- iii. All gifts/prizes are subject to their respective terms of use (if any). If applicable, all warranty claims in regards to a gift/prize shall be directed to the applicable manufacturer / retailer. Except to the extent that they may not be excluded by law, no representations, warranties, terms or conditions that are not expressly stated in the T&Cs apply to the Programme or any gift/prize, and all implied warranties are excluded, including but not limited to, the implied warranties of satisfactory quality, merchantability or fitness for a particular purpose of any gift/prize.
- iv. All gifts/prizes are on a first-come-first-served basis and while stocks last.
- v. Gifts/Prizes are not transferable or exchangeable and non-cash gifts/prizes are not exchangeable for cash. Where applicable, no extension to the validity period of any gift/prize shall be allowed. Members and Representatives are solely responsible, and the Organiser accepts no responsibility, for any tax or other liability that may arise from any gift/prize.
- vi. The Organiser and the participating merchants reserve the right, at any time in their sole and absolute discretion, to substitute, withdraw, cancel, add to or alter any complimentary item or gift/prize offered without prior notice and without having to disclose any reason therefor and without any payment or compensation whatsoever.
- vii. The Organiser reserves the right to revoke any Member's entitlement to any gift/prize if the Member or his/her Representative has breached any of the Programme T&Cs.
- viii. In the event of any inconsistencies between these terms and conditions and any brochure or marketing, promotional or other materials relating to the Programme, the Organiser's final decision on such terms and conditions shall prevail.
- ix. The Organiser reserves the right to suspend, cancel or terminate the Programme and/or remove or vary any of the privileges or entitlements under or in relation to the Programme, at any time, in its sole and absolute discretion without prior notice and without liability to any party.
- x. Additional terms and conditions may apply to certain activities or missions under the Programme.

### **4. Personal Data Protection Act (Consent Paragraph)**

- i. By becoming a member of or participating in the Programme or being a Representative, you agree and consent that:
  - a. you shall be bound by the terms of the Straits Retail Property Management Services Privacy Policy (available at <https://www.theseletarmall.com/pdpa>) as amended from time to time (the "Privacy Policy"), and that the terms of the Privacy Policy are incorporated into the T&Cs by reference;
  - b. any and all information or personal data submitted for the purposes of the Programme may be collected, used or processed by, or disclosed to, the Organiser, its related corporations (the "Straits Retail Property Management Services Group") and the respective business associates/partners of the Organiser and the Straits Retail Property Management Services Group for various purposes, including to communicate with the Members and Representatives for purposes related to the Programme, to provide goods and services to the Members and Representatives upon request, to send to the Members and Representatives marketing information on products and services offered by the Organiser or Straits Retail Property Management Services, and for such other purposes indicated in the Straits Retail Property Management Services Privacy Policy or that the Organiser or the Straits Retail Property Management Services may reasonably deem appropriate or that Members and Representatives may have otherwise given his/her consent to the Organiser or the Straits Retail Property Management Services;
  - c. the Organiser and the Straits Retail Property Management Services may collect, use, disclose and share amongst themselves and their respective service providers, the Members and Representatives' information and personal data, including their name, image, photograph, video or voice ("Material") for publicity and/or use in advertisements across all media, including, without limitation, in their publications, presentations and promotional materials on their websites, in its original and edited format, and whether to publicise or promote the Programme or otherwise, without further notification, remuneration or compensation; and
  - d. the copyright and all other intellectual property rights in and to all Material shall vest solely and absolutely in the Organiser without further compensation, and to the maximum extent permissible under law, each Member and Representative hereby waives his/her moral rights in and to all Material in favour of the Organiser.