

AITIA CORPORATE GAMES 2019

TERMS AND CONDITION

AitiaCG.com (including all related domains and sub-domains) and the services available on or through AitiaCG.com.sg (collectively, the "Website" or the "Services") are owned and operated by EAST WEST CULTURAL DEVELOPMENT CENTRE LTD.

The Website provides an online registration portal for interested participants ("Participant") to register for the ACG event (the "Event") and for registered users of the Website (the "registered users") to register for the Event and add or manage Teams.

Please read these terms and conditions of use (the "Terms") carefully. These Terms govern your rights and obligations relating to your use of the Website, whether as a Participant, a registered user or a guest/visitor of the Website ("you" or "your").

ACCEPTANCE OF TERMS

1. By using or accessing the Website, you agree to be bound by these Terms and conclude a legally binding contract with us. If you do not agree to these Terms, please do not use or access the Website.
2. We reserve the right, at our sole discretion, to modify or update these Terms at any time without notice and all changes will become immediately effective upon posting on the Website. Your continued use or access of the Website after such changes have been posted shall bind you to such changes and the amended Terms. It is your sole responsibility to check these Terms regularly for changes. If you do not agree to the amended Terms, please do not continue to use or access the Website.

REGISTRATION

1. You may register for the Services as a registered user by creating an account ("account") with us through our Website. You represent and warrant:
 - a. if you are an individual registering for the Services as a registered user, that you are at least 18 years old or have attained the legal age to enter into these Terms in such jurisdiction where you reside (the "legal age"), or if you are below the legal age, that you have permission from your legal parent(s) or guardian(s) who agree to fully assume your obligations under these Terms as if such obligations are owed by them;
 - b. if you are registering for the Services as a registered user for and on behalf on an entity, that you are authorised to enter into and bind such entity to these Terms; or
 - c. if you are registering for the Services for and on behalf of an event organiser, that you are authorised to enter into and bind such event organiser to these Terms.
 - d. You also represent and warrant that you will provide true, accurate, current and complete information about yourself when registering for the Services and that you will maintain and promptly update your account to keep such information true, accurate, current and complete at all times.
 - e. You may not create or use any account with us for any person or entity other than yourself except if you are authorised to do so for and on behalf of such person or entity.
 - f. Your use and access of the Services through your account shall be at your own discretion and risk. You shall be solely responsible for safeguarding and maintaining the confidentiality and security of your account (including your password) and for all activities that occur through your account. You agree to immediately notify us of any unauthorised use or access of your account or other breach of security with respect to your account. We shall not be liable for any loss or damage arising from any unauthorised use or access of your account.
 - g. We reserve the right at all times to refuse to offer all or any part of the Services to you and to terminate or suspend your account without notice for any reason whatsoever including if you breach any of these Terms.

USE OF SERVICES

1. We hereby grant you a non-exclusive, non-transferable, non-sublicensable, nonassignable, revocable right to access and use the Services solely for the purposes of enabling you to use and enjoy the benefit of the Services in a manner prescribed by these Terms.
2. Notwithstanding the foregoing, you shall not, and shall not permit, assist or enable others to, directly or indirectly: (a) modify, reproduce, adapt or otherwise create derivatives of all or any part of the Services; (b) reverse engineer, disassemble, decompile or otherwise attempt to discover the source code or structure, sequence and organisation of all or any part of the Services; (c) duplicate, copy, distribute, publish, display, sell, resell or otherwise exploit all or any part of the Services; (d) remove or alter any proprietary notices or labels on or in the Services; (e) engage in any activity that interferes with or disrupts the Services; or (f) engage in any fraudulent activity or activity that facilitates fraud.
3. You agree not to, and will not permit, assist or enable others to:
 - a. disrupt, hinder, abuse or interfere with the security and operations of the Services or any other person's or entity's use and enjoyment of the Services;
 - b. upload, post, display or otherwise transmit on or through the Services any spam, worms, viruses, bugs or other harmful, disruptive, or destructive files;
 - c. attempt to obtain unauthorized access to any part of the Services which is restricted from general access;
 - d. use the Services for any purpose that is illegal, unauthorized or beyond the scope of their intended use;
 - e. upload, post, display or otherwise transmit on or through the Services any material that is knowingly false and/or defamatory, inaccurate, abusive, vulgar, hateful, harassing, obscene, violent, profane, threatening, intimidating, confidential or private, invasive of a person's privacy, pornographic, contains or depicts nudity or sexual activity, promotes discrimination, or otherwise in violation of any applicable law, rules and regulations;
 - f. upload, post, display or otherwise transmit on or through the Services any content that infringes any patent, trademark, trade secret, copyright or other intellectual property or proprietary rights of any person or entity;

- g. upload, post, display or otherwise transmit on or through the Services any content that you do not have a right to make available under any applicable law or under any contractual or fiduciary relationships;
 - h. upload, post, display or otherwise transmit on or through the Services any content concerning the sale or provision of goods or services which are not related to the relevant Event;
 - i. interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services;
 - j. impersonate, bully, stalk or harm any person or entity including the other users of the Services or any of our staff or representatives or otherwise misrepresent your affiliation with any person or entity;
 - k. falsely imply that a product or service is associated with us or the Services; and
 - l. violate these Terms or any laws, rules and regulations applicable to your use or access of the Services.
4. We reserve the right at all times to, and from time to time, may modify, suspend, restrict access to or discontinue (temporarily or permanently) all or any part of the Services without notice for any reason whatsoever. You agree that we shall not be liable in any way for any such modification, suspension, restriction or discontinuance of the Services.

CONTENT

1. You agree that all information and materials (including data, software, text, files, scripts, design elements, graphics, images, photos, interactive features and other content) uploaded, downloaded, created, posted, appearing or otherwise made available on or through the Services (collectively, "content"), whether publicly posted or privately transmitted, is the sole responsibility of the person or entity who originated such content.
2. You agree that any content created by us in connection with the Services is owned by or licensed to us and protected by copyright, trademark, service mark, trade secret or other intellectual property and other proprietary rights. For the avoidance of doubt, references to the "Services" under these Terms shall include any content created by us in connection with the Services.
3. You agree that if you contribute, provide or make available any content to the Website, you represent and warrant that you are the lawful owner of such content and that such content is accurate and truthful, and that by contributing, providing or making available such content to the Website, you hereby grant us a worldwide, non-exclusive, irrevocable, perpetual, sublicensable, transferable, royalty-free license to use, copy, reproduce, process, adapt, modify, publish, transmit, display, publish, translate, create derivative works based on, distribute or otherwise exploit all or any part of such content in any media or distribution methods for any purpose whatsoever.

PAYMENT

1. Any payment transactions made by you through the Website shall be effected through our payment gateway (such as Paypal, AsiaPay, etc.) and shall be subject to the applicable payment gateway's terms of use.
2. We shall be entitled to collect all payments made by registered users relating to an Event for and on behalf of the event organiser and to deduct from such payments, without prejudice to our other rights and remedies, (a) any outstanding balance owed to us by the event organiser, whether for that particular Event or for any other Event registered with us, and/or (b) any applicable fees and charges including the payment gateway's transaction fees. We shall release such payments less any such deductions to the event organiser in such manner and at such time(s) as determined by us in our sole discretion or as otherwise mutually agreed in writing between us and the event organiser.

3. Any refunds for purchases made by a registered user through the Website relating to an Event shall be subject to the refund policy of the event organiser. It shall be the sole responsibility of the event organiser to communicate its refund policy to the registered user and to issue any refunds. If a registered user desires to request a refund, the registered user shall request the refund directly from the event organiser. All communications or disputes regarding refunds shall be between the event organiser and the registered user and we will not be responsible or liable in any way for any refunds, errors in issuing refunds or lack of refunds in connection with any Event. For the avoidance of doubt, we do not act as an agent for and on behalf of any event organiser in respect of the sale of tickets, merchandise and other goods and/or services relating to an Event.

DISCLAIMER OF WARRANTIES

- The Services are provided on an "as is" basis and "as available" basis. We hereby expressly disclaim all warranties of any kind, express or implied, including but not limited to implied warranties of merchantability, satisfactory quality, title, noninfringement and fitness for a particular purpose. We make no warranty that:
 - a. the Services will meet your requirements;
 - b. the Services will be uninterrupted, timely, secure, error-free or that any errors will be corrected;
 - c. the results that may be obtained from the use of the Services will be accurate, correct or reliable;
 - d. the quality, safety, security or legality of any content, goods, services, information or other material purchased or obtained by you, or Events attended, through the Services, or the Services themselves (or any part thereof), will meet you expectations; and
 - e. the Website is and will be free of all viruses or other harmful components.
- We are not responsible and shall have no liability for the content, goods, services, actions or inactions of any event organiser, registered user, guest of the Website or third party before, during and/or after an Event; and we will have no liability with respect to any warranty disclaimed above. You acknowledge that we have no control over and do not guarantee the quality, safety, security or legality of Events, the continuous availability of "up time" of the Website, the truth, accuracy, correctness or reliability of the content of any event organiser, registered user, guest of the Website or third party or their ability to perform or complete a transaction on the Website. The foregoing disclaimers shall not apply to the extent prohibited by applicable law.

LIMITATION OF LIABILITY

1. We shall not be liable under any circumstances for any direct, indirect, incidental, special, consequential, exemplary or punitive damages incurred by you or any third party (whether in contract, tort or otherwise), including but not limited to damages for loss of profits or revenue, business interruption, reputational harm or loss of information, data, use, goodwill or other intangible losses, resulting from:
 - a. the use or access of, or inability to access or use, the Services;
 - b. the provision of the Services;
 - c. the reliance on any content;
 - d. the cost of procurement of substitute goods and/or services;
 - e. the conduct, actions or omissions of any event organiser, registered user, guest of the Website or third party;
 - f. unauthorised access to or alteration of your transmissions or data;
 - g. any breach or violation of any of these Terms by us; or
 - h. any other matter relating to the Services, even if we have been advised of the possibility of such damages.
2. We are not affiliated with, and have no agency or employment relationship with, any event organiser or any third party service provider used in conjunction with the Services (including our payment gateway). We have no responsibility for, and hereby disclaim all liability arising from, the acts or omissions of any event organiser or such third party service provider.
3. Without prejudice to the foregoing, if we are found to be liable to you for any loss or damage arising out of or in connection with your use or access of the Services or any other matter relating to the Services, our total liability to you shall not exceed the amount paid by you, if any, for using or accessing the Services. However, nothing in these Terms shall exclude or limit our liability for death or personal injury resulting from our negligence.

4. Your sole and exclusive right and remedy against us in the case of dissatisfaction with the Services or any other grievance shall be your termination and discontinuation of your use or access of the Services.
5. You understand and agree that your use or access of the Services is predicated upon your waiver of any right to sue us directly or to participate in any class action suit or class-wide arbitration for any loss or damage resulting from your use or access of the Services.

INDEMNITY

1. Without prejudice to our other rights and remedies, you agree to indemnify, defend and hold us harmless from and against all losses, damages, claims, charges, expenses and costs (including legal costs on a full indemnity basis) sustained, incurred or suffered by us in relation to or arising out of:
 - a. your use or access of the Services;
 - b. any breach or violation of any of these Terms by you;
 - c. any infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity; or
 - d. any violation of law by you.

PRIVACY

1. Any data that you provide to us through the Services is subject to our Privacy Policy which is incorporated into these Terms by reference. By using or accessing the Services, you agree to be bound by our Privacy Policy.

TERMINATION

1. We reserve the right, at our sole discretion and without notice, to forthwith terminate, suspend, ban, block or prevent your use or access of the Services (or any part thereof) or your account at any time for any reason whatsoever and to remove all content associated with your account. Such right shall be without prejudice to our other rights and remedies.
2. All provisions of these Terms which by their nature are intended to survive termination shall remain in full force and effect following the termination of these Terms including, without limitation, the provisions relating to disclaimer of warranties, limitation of liability, indemnity, intellectual property protections, governing law and dispute resolution.

THIRD PARTY LINKS

1. The Website may contain links to other websites or resources provided by third parties. We have no control over such websites and resources, and you acknowledge and agree that we are not responsible for your use or the availability of such websites or resources, and do not endorse and are not responsible or liable for any content, advertising, products, services, information or other materials on or available from such websites or resources. You further acknowledge and agree that we shall not be responsible or liable for any loss or damage caused or alleged to be caused by or in connection with any use of or reliance on any such content, advertising, products, services, information or other materials available on or through such websites or resources.

GENERAL TERMS

1. If any provision in these Terms shall be, or at any time shall become invalid, illegal or unenforceable in any respect under any law, such invalidity, illegality or unenforceability shall not in any way affect or impair any other provisions of these Terms.
2. No exercise or failure to exercise or delay in exercising any right, power or remedy vested in us under or pursuant to these Terms shall constitute a waiver by us of that or any other right, power or remedy.
3. These Terms constitute the entire agreement and understanding between you and us in connection with the Services and supersede all prior oral or written communications, representations or agreements between you and us in relation to the subject matter of these Terms.
4. Any third party shall not be entitled to enforce any provisions of these Terms which may confer a benefit on that third party, whether any such entitlement would, but for this provision, arise under the Contracts (Rights of Third Parties) Act (Cap. 53B) or otherwise.
5. These Terms shall be governed by and construed in accordance with the laws of Singapore and you agree to submit to the non-exclusive jurisdiction of the courts of Singapore.