

**Subaru Car Challenge 2023
Deed of Acknowledgement, Release, and Indemnity Form**

QUALIFIER'S DETAIL

| | | | |
|-----------------------------------|----------|----------------------------|--|
| Name as in Identity Card/Passport | | Alias (if any) | |
| Address | | Identity Card/Passport No. | |
| | | Date of Birth | |
| Contact No. (Home) | (Mobile) | (Office) | |
| Occupation | | Marital Status | |

EMERGENCY CONTACTS

| | | | |
|-----------------------------|-----------------------|----------|--------------|
| Primary emergency contact | Name of Contact: | | Relationship |
| | Contact No. (Home) | (Mobile) | (Office) |
| Secondary emergency contact | Name of Contact: | | Relationship |
| | Contact No. (Home) | (Mobile) | (Office) |

FOR OFFICIAL USE ONLY

| | | |
|------------------------|--|----------------|
| Name of Administrator: | Qualified to contest <input type="checkbox"/> Yes <input type="checkbox"/> No | Contestant No. |
|------------------------|--|----------------|

Initial here

Please answer the following questions by putting a tick in the box.

1 Are you currently under doctor's supervision? Yes No
If yes, state your condition(s):

.....

2 Are you currently recovering from any operation? Yes No
If yes, state your condition(s):

.....

3 Do you suffer from any back, neck, leg, arm, heart complications or any physical conditions that could affect your participation in the challenge? Yes No
If yes, state your condition(s):

.....

4 Do you suffer from any nervous disorder or other specific conditions? Yes No
If yes, state your condition(s):

.....

Initial here

NATURE OF CHALLENGE

SUBARU-CAR CHALLENGE 2023

The contestants of **Subaru Car Challenge 2023** (the "CONTEST") will be decided (a) randomly by lucky draw on Saturday, 23 September 2023, out of the pool of qualifiers who had registered earlier via the Subaru Car Challenge official website <https://www.subaru.asia/ph/en/promotions/events/514/subarucarchallenge/>; (b) chosen by representatives of Motor Image Pilipinas, Inc. ("MIP"), based on a set of pre-determined criteria; and/or (c) picked by MIP (collectively referred to as the "Contestants").

Each Contestant will be required to place his/her right palm on his/her designated palm decal drawn on Saturday, 23 September 2023, starting from 9 am onwards.

The last Five (5) contestants (ie. Philippine Citizen / Permanent Resident) to have his/her palm remaining on his/her designated palm decal on his/her designated car, shall win the grand prize of a round trip ticket from Manila, Philippines to Singapore and a 3-night hotel stay in Singapore to take part in the Tan Chong Car Challenge 2023. -

The detailed rules and regulations for this Contest are attached hereto as Annex B ("**Rules and Regulations**")

DEED OF ACKNOWLEDGMENT, RELEASE & INDEMNITY

In consideration of Motor Image Pilipinas, Inc. ("MIP") agreeing to allow me to participate in the Subaru Car Challenge 2023 (the "Contest"), I

_____ (Name as in Identity Card/Passport), identity no. _____ (Identity Card/Passport No) hereby

covenant and agree with TCIL as follows:

1. I fully understand and acknowledge that THE CONTEST IS POTENTIALLY DANGEROUS and in choosing to participate, I acknowledge that I ACCEPT ALL RISKS ASSOCIATED WITH THE CONTEST and that such acknowledgement is a condition precedent to me taking part in any capacity in the Contest.
2. I warrant that I have not, at any time, suffered any blackout, seizure, convulsion, fainting or dizzy spell, back, leg, arm or neck injury, or any heart complications and am not presently receiving treatment for any illness, disorder or injury which may render it unsafe for me to take part in the Contest.
3. I have undergone a medical examination by a qualified medical practitioner acceptable to TCIL, who has certified that I am fit to participate in the Contest.
4. I for myself, my executors, administrators and other personal representatives acknowledge that the MIP, their respective related/affiliated companies, and their respective officers, employees, servants and agents will not be responsible or liable for, and release and forever discharge MIP, their respective related/affiliated companies and their respective officers, employees, servants, agents and all persons authorized by it or them or any of them from, any claim, liability, damages, cost, loss or expense whatsoever in respect of :
 - 4.1. Any injury or health problems to me (including nervous shock) and including any injury or health problems resulting in mental or physical illness whether temporary or permanent and injury or health problems resulting in death.
 - 4.2. Loss of earnings or earning capacity.
 - 4.3. Any impairment of enjoyment of life.
 - 4.4. Loss of or damage to my property and personal belongings.
 - 4.5. Pain and suffering.
 - 4.6. Death; and/or
 - 4.7. Any loss of any other kind whatsoever, arising out of my participation in the Contest or arising from compliance with the attached Rules & Regulations (Annex B and in the official Contest microsite as may be amended from time to time) and I agree that this Deed of Acknowledgement, Release & Indemnity ("Deed") may be pleaded to any such claim.
5. The releases contained in Clause 4 shall operate in respect of any loss or damage sustained or suffered however caused, including loss or damage suffered due to the negligence, omission, lack of reasonable foresight, lack of reasonable care or failure to take adequate precaution by MIP, their respective related/affiliated companies and their respective officers, employees, servants and/or agents.
6. I warrant and acknowledge that I have not relied upon any expertise, representation, warranty or statement whatsoever of MIP, their respective related/affiliated companies and/or their respective officers, employees, servants or agents in choosing to participate in the Contest and I further acknowledge that TCIL have advised that neither it, nor their respective related/affiliated companies, their respective officers, employees, servants or agents have any experience or expertise whatsoever in relation to the activities involved in the Contest. I understand that MIP and their respective related/affiliated companies, their respective officers, employees, servants, or agents are not actually suppliers of such activities.
7. I hereby indemnify and will keep MIP, their respective related/affiliated companies and their respective officers, employees, servants, or agents indemnified against any claim, demand, writ, summons, suit, action, proceeding, judgment, order, decree, damages, costs, loss, or expense of any nature arising out of any breach of representation, warranty or undertaking herein or in relation to my participation in the Contest.
8. I warrant that I am in between 20 to 50 years old **as of 23 September 2023** and that I have the legal capacity to enter the Contest and agree to the Rules and Regulations in Annex B.
9. If any clause or part-clause of this Deed is deemed invalid or unenforceable, then the remaining clauses and part-clauses shall remain in full force and effect, and so far, as possible, the said clause or part-clause shall be deemed modified to the minimum degree possible to comply with applicable law and be valid and enforceable.
10. In the event of hazy weather, persons with chronic heart or lung conditions or suffer from existing respiratory ailments, are advised not to take part in the Subaru Car Challenge 2023.

Tan Chong Car Challenge 2023

Initial here

Annex A: Deed of acknowledgement, release, and indemnity
Page 3 of 4

11. This Deed shall be governed by and construed in accordance with the Singapore law.

I HAVE READ AND FULLY UNDERSTAND THIS DEED OF ACKNOWLEDGEMENT, RELEASE, AND INDEMNITY. I UNDERSTAND THAT I HAVE GIVEN UP, ON BEHALF OF MYSELF, SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY.

Name of Contestant as in Identity card/Passport:

Identity Card/Passport No.:

Date: _____

Mobile No.: _____

Signature of Qualifier

Initial here