

# TERMS OF USE FOR THE SGA CENTRALISED HANDICAPPING SYSTEM (CHS) ("Terms" or "Terms of Use")

## 1. Introduction

1.1 The SGA Centralised Handicapping System ("**CHS**") is operated by the Singapore Golf Association (UEN S61SS0189L), a society registered under the laws of Singapore, having its registered address at 249 Sembawang Road, Singapore 758352 (hereinafter referred to as "**SGA**").

1.2 The CHS provides a modern and unified platform to compute, amongst other personal data, all handicapping scoring data belonging to individual golfers ("**Individual Golfers**") of SGA's Ordinary and Associate members ("**Home Clubs**"), which can be accessed and/or used via the Internet, Home Club terminals, or the CHS phone application.

1.3 The Terms of Use sets out the terms and conditions for the purposes of using, accessing and/or browsing the CHS for the following two categories of persons: (i) Individual Golfers; and (ii) the representatives of the Home Clubs who are duly authorised to use, access and/or browse the CHS on behalf of Individual Golfers and their Home Clubs ("**Authorised Representatives**") (collectively, "**Users**"). By registering for use of or using the CHS, SGA shall be entitled to assume that such User shall fall within either of the categories (i) and (ii)

1.4 Please read the Terms of Use and SGA's Personal Data Protection Policy (which sets out the basis upon which SGA collects, uses, discloses, stores and/or processes personal data on its website) carefully before Users use, access and/or browse the CHS. SGA recommends that Users print a copy of the Terms of Use for future reference.

1.5 By using, accessing and/or browsing the CHS, Users agree to comply with and will be bound by the Terms of Use and SGA's Personal Data Protection Policy.

## 2. Changes to Terms of Use

2.1 SGA may update the Terms of Use from time to time, at its sole and absolute discretion without prior notice, by posting a revised version of the Terms on this page. Therefore, Users are required to check the Terms of Use regularly to ensure that Users are kept up to date with any changes to these Terms.

2.2 If a User does not wish to accept the new Terms of Use, he or she should not continue to access and/or use the CHS. A User's continued access and/or use of the CHS after any amendments made by SGA to the Terms will constitute his or her acceptance and agreement to comply with and be bound by the new Terms.

## 3. Availability of the CHS and the information posted by Users onto the CHS

3.1 A User represents and warrants to SGA that he or she has taken reasonable efforts to ensure that any and all information provided at the point of registration to use the CHS and at any time thereafter is correct, accurate, complete and reliable.

3.2 SGA is entitled to assume the correctness, accuracy, completeness and reliability of any and all information posted onto the CHS.

3.3 A User hereby understands that any information that he or she posts onto the CHS is likely to be made instantaneously available to other Users on the CHS. A User further understands that all scores posted onto the CHS will be grouped under the Individual Golfer's Home Club, where the Home Clubs will be fully responsible to review all handicapping data before they are released for display on the CHS.

3.4 SGA is not responsible and accepts no liability for:

- (i) any Users' inability to access and/or use the CHS at any time or for any period;
- (ii) the safety and/or compatibility of the CHS with any devices used to access and/or use the CHS; and
- (iii) the correctness, accuracy, completeness or reliability of the information posted by Users, or otherwise accessible or stored, on the CHS.

3.5 While SGA will take commercially reasonable endeavours to ensure the availability of the CHS and the information on the CHS, as the information on the CHS is provided for informative purposes and on an "as is", "as available" basis, SGA does not make any representations, warranties or guarantees, whether express or implied, that:

- (i) the CHS or any information on it will always be up to date; available; uninterrupted; and free of faults, errors, viruses or other harmful components; and
- (ii) the information posted by Users onto the CHS is correct, accurate, complete and reliable.

3.6 The CHS and the information on the CHS is accessed and/or used at a User's sole discretion and risk, and a User will be solely responsible for any losses and/or harm arising from the access and/or use of the CHS and the consequences which arise out of using information obtained from the CHS, including but not limited to any damage to a User's computer system, or resulting loss of data.

3.7 SGA accepts no liability for any threatening, defamatory, obscene, offensive or illegal information posted by Users or any infringement of another party's rights, including intellectual property rights.

3.8 SGA accepts no liability arising in any way directly or in connection with a User's access and/or use of the CHS including information obtained from the CHS except where such exclusions are expressly disallowed by the laws of Singapore.

3.9 If a User discovers or suspects a fault, please inform SGA at [atsga@sga.org.sg](mailto:atsga@sga.org.sg) and SGA will attempt to rectify it as soon as is practicable.

3.10 A User's access to the CHS may be restricted from time to time to allow for maintenance, repairs, updates and/or the introduction of new content, facilities or services.

3.11 SGA may, for any reason at its sole and absolute discretion, suspend, withdraw, discontinue or change all or any part of the CHS without prior notice.

3.12 SGA has the right to disclose a User's identity to any third party who is claiming that any information posted onto the CHS constitutes a violation of their intellectual property rights, or any other legal rights.

#### **4. Registration**

4.1 There are two categories of persons who can use, access and/or browse the CHS: (i) Individual Golfers, provided they each have an individual email address; and (ii) the Authorised Representatives.

4.2 A User may register to access and use the CHS by submitting his or her contact email address at [chs.sga.org.sg](mailto:chs.sga.org.sg).

4.3 During the registration process, Users will be required to fill in the data requested (e.g., name of applicant, gender, Home Club and Home Club Membership Number) and indicate that they consent to their personal data being collected, used and/or disclosed; or where the Users are Authorised Representatives, have obtained the necessary consent from Individual Golfers whose personal data will be collected, used and/or disclosed, from the point of registration and anytime thereafter for the purposes of administering and maintaining the CHS; and for SGA's marketing or promotional purposes. SGA shall be entitled to assume that any person purporting to use the CHS as an Authorised Representative has obtained the necessary authorisation from his/her Home Club and the necessary consent from Individual Golfers whose personal data may be posted in the CHS on their behalf.

4.4 Any information provided by any User at any time from the point of registration and anytime thereafter which is found to be untrue, and which the User knew, or could reasonably have been expected to know, was untrue, will be deemed a fundamental breach of these Terms of Use, and may result in the suspension and/or termination of such User's CHS account.

4.5 To process the registration, SGA is entitled to send to the relevant Home Clubs for verification as to its accuracy and/or authenticity, the personal data of Individual Golfers who have registered for use and access of the CHS themselves. SGA shall be entitled to rely on the results of such verification process as may be provided by the Home Clubs, and there shall be no obligation on SGA's part to conduct any further checks and/or verification in this regard.

4.6 Registration is considered complete after the Home Clubs upload the verified data to create user accounts in CHS. During the upload, Home Clubs are required to indicate that the Individual Golfers in the verified file have either registered online via [chs.sga.org.sg](http://chs.sga.org.sg) or are Individual Golfers who have already provided the necessary consents to the Home Clubs and/or Authorised Representatives as per 4.3 above.

4.7 Individual Golfers who register themselves to use the CHS will receive an automated email with first time log-in details and instructions to activate the CHS account once they have successfully registered an account with the CHS, and where applicable, have had their membership details authenticated by their Home Clubs. Similarly, Authorised Representatives of the Home Clubs who use the CHS on behalf of Individual Golfers shall be bound by these Terms of Use.

## **5. User's account and password**

5.1 In activating the CHS account, Users will be required to create a unique password. It will be the User's sole responsibility to keep his or her log-in credentials confidential and secure.

5.2 If any User knows, suspects, or has cause to suspect that someone other than himself or herself knows his or her login credentials, he or she shall change his or her password immediately and notify SGA promptly at [sga@sga.org.sg](mailto:sga@sga.org.sg). Please note that SGA will never request for a User's login credentials by telephone or email.

5.3 If a User knows, suspects or has cause to suspect that there is likely to be a breach of security, or misuse of the CHS, SGA reserves the right, at its sole and absolute discretion, to suspend, disable or terminate the User's account; or require such User to change his or her password.

## **6. Intellectual Property**

6.1 The CHS and all copyright and related rights, trade marks, business names and domain names, goodwill and the right to sue for passing off, rights in design and/or computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including knowhow, algorithms, and/or any other trade secrets) and all other intellectual property rights, in each case whether registered or unregistered, and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world, are vested in SGA, and where applicable, its licensors and/or express licensees.

6.2 Users expressly represent and warrant to SGA that Users own all rights, titles, and interests in all and any information posted onto the CHS, or that Users have a valid license, and express permission, from the owner of the rights, titles, and interests to such information.

6.3 Users grant SGA and its service providers a perpetual, non-exclusive license to store all information posted onto the CHS, on SGA and/or its service providers' servers to create archived back-up copies of the information on the CHS.

6.4 Any reproduction, modification, copying, or distribution of the CHS is prohibited.

6.5 Users may retrieve, display and use the information posted onto the CHS provided that such retrieval, display and use is for Users' personal-non-commercial purposes, and further provided that Users shall observe and keep intact all and any intellectual property rights. Any reproduction, modification, copying, distribution or use of the information posted by Users onto the CHS for any other purpose(s) is prohibited.

6.6 SGA respects the intellectual property of others. Accordingly, SGA may, in appropriate circumstances and at its sole and absolute discretion, deactivate and/or delete accounts of Users who knowingly and deliberately, or negligently, infringe the intellectual property rights of others.

6.7 If a User believes that any intellectual property rights have been violated or infringed in any way from use of the CHS, please contact SGA at [sga@sga.org.sg](mailto:sga@sga.org.sg).

## **7. Prohibited uses**

7.1 Users shall not use the CHS for any of the following purposes:

- (i) the dissemination of unlawful, harassing, seditious, defamatory, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material;
- (ii) the transmission of information that procures, aids, abets, counsels, or otherwise encourages conduct that constitutes, or may reasonably be expected to constitute, a criminal offence, or any breach of any of the applicable laws, regulations, or codes of practice; or
- (iii) interference with another User's use or enjoyment of the CHS.

7.2 Users further agree not to do, or attempt to do, any of the following: (i) transmit, upload, distribute, store, or destroy information uploaded onto the CHS, in violation of any applicable law or regulation, including but not limited to the relevant laws and regulations governing the collection, use, and/or disclosure of personal data, or in breach of SGA's Personal Data Protection Policy;

- (ii) violate, or otherwise undermine in any way, the security of the CHS;
- (iii) reverse engineer, or decompile for any purpose, part or whole of the CHS;
- (iv) aggregate, copy, or duplicate in any manner any part or whole of the CHS;
- (v) post or otherwise upload any information that will, or is likely to, or can reasonably be assumed to, facilitate, promote, or endorse scams, false or misleading information, or other illegal activities;
- (vi) share with a third party part or whole of any login credentials to access the CHS;
- (vii) access any information on the CHS which is not intended for him or her, or log into an account which he or she has not been authorised to access;
- (viii) upload onto the CHS any information which he or she knows, or can reasonably be expected to know, to be inaccurate, incomplete, misleading, false, or outdated;
- (ix) solicit or otherwise seek to obtain passwords or other login credentials, or any personally identifiable information from other Users; or
- (x) use the CHS for, or in preparation for, any unlawful purpose or activity, or upload any information that is, or may reasonably be deemed, defamatory, implicitly or explicitly offensive, vulgar, obscene, threatening, harassing, abusive, hateful, racist, discriminatory, seditious, of a menacing character, or likely to cause annoyance, inconvenience, embarrassment, anxiety, or could cause harassment to any person or include any links to pornographic, indecent or sexually explicit material of any kind, as determined at SGA's sole and absolute discretion.

## **8. Undertakings**

8.1 Users undertake to SGA that their use of the CHS will not be in contravention of any applicable laws and regulations of Singapore, and will not be in furtherance of, or otherwise be intended to counsel, procure, aid, or abet, any act or purpose which is in contravention of any applicable laws and regulations of Singapore.

## **9. Indemnity**

9.1 By using the CHS, Users agree to accept and bear all responsibility and liability for all activities that occur under their CHS accounts; and fully indemnify, defend and hold harmless SGA's representatives, officers, employees, agents (and their representatives and employees), joint ventures, and independent contractors (and their representatives and employees) against any liability, including without limitation reasonable legal and accounting fees, howsoever arising from any third party claims related in any way to their use of the CHS.

9.2 Users undertake and warrant that they shall not bring or allow to be brought any legal claim, whether directly or indirectly arising in connection with the Users' access and/or use of the CHS or a breach of these Terms of Use, against SGA.

## **10. No agency**

10.1 No agency, partnership or joint-venture is intended, created or exists between SGA, the Home Clubs, any Authorised Representatives and any Users of the CHS.

## **11. Severance**

11.1 In the event that any part or provision of these Terms of Use is determined to be incompatible with any applicable law, it is agreed that the incompatible Term will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original Term, and full force and effect should still be given to the remainder of these Terms.

## **12. Waivers/Rights and Remedies**

12.1 SGA reserves all rights, at its sole and unfettered discretion, to pursue all legal rights and/or remedies which are, or might be, available to it.

12.2 No failure or delay by SGA in exercising any right or remedy provided by law under or pursuant to these Terms of Use will impair such right or remedy; or operate or be construed as a waiver or variation, or preclude the exercise of the right or remedy at any subsequent time. No single or partial exercise of any such right or remedy will preclude the further exercise of the right or remedy; or the exercise of any other right or remedy.

12.3 SGA's rights and remedies under the Terms of Use will not be affected, and the liabilities of Users under these Terms of Use will not be released, discharged or impaired by any event or matter whatsoever, other than a specific and duly authorised written waiver or release given by SGA.

## **13. No Third Party Rights**

13.1 A person who is not a party to the Terms of Use has no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any of these Terms of Use.

## **14. Term and Termination**

14.1 SGA will determine, in its sole and absolute discretion, whether there has been a breach of these Terms of Use through any Users' access and/or use of the CHS.

14.2 When a breach of the Terms of Use occurs, SGA may take such action as it deems appropriate, including: (i) the immediate, temporary or permanent withdrawal of any Users' right to access and/or use the CHS; (ii) the immediate, temporary or permanent removal of any information posted by any Users onto the CHS; (iii) the issuance of a warning to any User; (iv) taking legal action against any User; and (v) the disclosure of any information to law enforcement authorities as SGA reasonably decides is necessary.

14.3 The Terms of Use will remain in full force and effect for the duration of the Users' access and/or use of the CHS.

14.4 Even after any User ceases to access and/or use the CHS indefinitely, certain provisions of the Terms of Use will remain in force. These include, but are not limited to clauses 6, 8, 9, 11, 12, 14 and 15.

## **15. Jurisdiction**

15.1 The Terms of Use will be governed by and interpreted in accordance with the laws of Singapore.

15.2 The courts of Singapore will have exclusive jurisdiction over any legal action or proceedings arising out of, with respect to, or in connection with any disputes over the Terms of Use.

## **16. Contact SGA**

16.1 For any queries or additional assistance, please contact SGA at [sga@sga.org.sg](mailto:sga@sga.org.sg).