



SUBARU PALM CHALLENGE 2014

Application & Indemnity Form

FULL NAME			
PASSPORT NO.		GENDER	<input type="checkbox"/> Male <input type="checkbox"/> Female
PHONE NUMBER/S	(HOME)	(OFFICE)	
ADDRESS			
DATE OF BIRTH		AGE AS OF JAN. 1, 2014	
OCCUPATION			
MARITAL STATUS	<input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Widowed <input type="checkbox"/> Separated		
HOBBIES			
TELL US SOMETHING ABOUT YOURSELF:			

Please encircle your answer.

1. Are you currently under doctor's supervision? YES | NO
2. Are you currently recovering from any operation? YES | NO
3. Do you suffer from any back, neck, leg, arm, heart
Complaints or any physical condition which could
Affect your participation in the challenge? YES | NO
4. Do you suffer from any nervous disorder or
Condition? YES | NO
5. Do you have a driver's license? YES | NO
6. Do you own a vehicle? YES | NO
If yes, state the type and vehicle model: _____
7. State the number of times you have taken part in previous Subaru Palm Challenges. _____
8. Please specify the year(s) you took part and if you were part of the last 10 challengers.

9. Are you left-handed or right handed? _____



DEED OF ACKNOWLEDGMENT, RELEASE & INDEMNITY

In consideration of Motor Image Pilipinas Inc. agreeing to allow me to participate in the SUBARU PALM CHALLENGE: Philippine Face-Off (the "Challenge"), I _____
(insert full name as in Passport), Passport No.: _____ hereby covenant and agree with Motor Image Pilipinas Inc. as follows:

1. I fully understand and acknowledge that THE CHALLENGE IS POTENTIALLY DANGEROUS and in choosing to participate, I acknowledge that I ACCEPT ALL RISKS ASSOCIATED WITH THE CHALLENGE and that such acknowledgement is a condition precedent to me taking part in any capacity in the Challenge.
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 heart complaint and am not presently receiving treatment for any illness, disorder or injury which may render it unsafe for me to take part in the Challenge.
3. I have undergone a medical examination by a qualified medical practitioner acceptable to Motor Image Pilipinas Inc. and/or Motor Image Enterprises Pte Ltd. who has certified that I am fit to participate in the Challenge.
4. I for myself, my executors, administrators and other personal representatives acknowledge that Motor Image Pilipinas Inc., its related/affiliated companies, and their respective officers, employees, servants and agents will not be responsible or liable for, and release and forever discharge Motor Image Pilipinas Inc., its 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:
 - 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;
 - Loss of earnings or earning capacity;
 - Any impairment of enjoyment of life;
 - Loss of or damage to my property and personal belongings;
 - Pain and suffering;
 - Death; and/or any loss of any other kind whatsoever;

Arising out of my participation in the Challenge or arising from compliance with the attached Rules & Regulations (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 Motor Image Pilipinas Inc., its 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 Motor Image Pilipinas Inc., its related/affiliated companies and/or their respective officers, employees, servants or agents in choosing to participate in the Challenge and I further acknowledge that Motor Image Pilipinas Inc. has advised that neither it, nor its related/affiliated companies, their respective officers, employees, servants or agents have any experience or expertise whatsoever in relation to the activities involved in the Challenge. I understand that Motor Image Enterprises Pte Ltd. and its related/affiliated companies, their respective officers, employees, servants or agents are not actually suppliers of such activities.
7. I hereby indemnify and will keep Motor Image Pilipinas Inc. its related/affiliated companies and their respective officers, employees, servants or agents indemnified against any claim, demand, writ, summons, suit, action, proceeding, judgement, 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 Challenge.
8. I warrant that I am at least 18 years of age **as at January 1, 2014** and that I have the legal capacity to enter the Challenge and agree to the Rules and Regulations.
9. In the event that 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 so as to comply with applicable law and be valid and enforceable.
10. This Deed shall be governed by and construed in accordance with Philippine law.

Contestant to sign below:

Signature:

Name:

Passport No.:

Date:



SUBARU PALM CHALLENGE 2014: PHILIPPINE FACE-OFF

Additional documents to be submitted together with the Application and Indemnity Form:

1. Photocopy of Driver's License
2. Photocopy of Passport (valid for 6 months from date of travel)
3. Photocopy of any valid I.D. (company or school I.D.)
4. Medical Clearance / Certificate
5. 1 pc 1x1 picture
6. Registrant should be available on:
 - Davao- September 6-7
 - Cebu- September 12-13
 - Manila- September 26-27

Submit personally with all the required documents to any Motor Image Subaru showroom in Greenhills, Global City and Manila Bay and Subaru showrooms at Alabang, Batangas, Cebu and Davao dealers. You may also contact our trunk line: 727-8333.

RULES AND REGULATIONS

1. The Subaru Palm Challenge 2014: Philippine Face-Off (the "Challenge") is open to all Filipino Citizens and Permanent Residents aged 18 years and above as of January 1, 2014, except employees of Motor Image Pilipinas Inc.- Subaru ("Subaru") and their immediate families, employees of sponsoring companies and their advertising agencies until the second (2nd) degree. For medical reasons, pregnant women, people who suffer from anxiety/panic attacks, arthritis of the spine, back, neck, knees or legs are also not eligible. As and when required by Subaru or otherwise, the participants shall produce his/her passport, SSS/Company/TIN ID and/or birth certificate (or such other identification document) for verification purpose.
2. By participating in the Challenge, the participants agree to be bound by the Rules and Regulations and hereby expressly agree to follow, abide by and adhere to the Rules and Regulations. Non-compliance with or any breach of any of the Rules and Regulations shall immediately disqualify the participant from any participation at any stage of the Challenge, and any prizes won shall be forfeited, withheld or withdrawn.
3. The qualifying period for the Challenge starts on July 28, 2014 to August 23 for Davao, August 30 for Cebu and September 13 for Manila. All interested participants should submit their requirements **personally** to Subaru Greenhills, Global City and Manila Bay office or Subaru Alabang, Batangas, Cebu and Davao dealers, **no proxies will be allowed.**
4. All participants must present a medical certificate with their doctors to certify that they are fit to participate in the Challenge, and shall provide Subaru with a copy of such medical certification as and when requested. They must be physically fit and have no ailment that may recur or be exacerbated during the Challenge. Subaru reserves the right to decline entry to any qualifier for medical, safety or other reasons at Subaru's sole discretion.



5. Qualifiers will be determined through lucky draw on August 25 for Davao and September 1 for Cebu with 100 participants each and on September 15 for Manila with 250 participants. Qualifiers would be notified through SMS/email/phone calls

6. All qualifiers are required to register personally on Saturday 6:00 am sharp on September 6, 2014 at *SM Lanang, Davao*, September 13, 2014 at *Ayala Center Cebu* and on September 27, 2014 at *Bonifacio High Street, Taguig* with their SSS/TIN/Valid ID's and medical certifications. No proxies are allowed and qualifiers that are not present for registration at the designated date, time and venue stated will be disqualified from entering the Challenge.

7. Subaru Marshalls will, prior to commencement of the Challenge at 8:00 am Saturday on September 6, 2014 at *SM Lanang, Davao*, September 13, 2014 at *Ayala Center Cebu* and on September 27, 2014 at *Bonifacio High Street, Taguig*, conduct a body-search of all the contestants, and the contestants shall permit the relevant Subaru Marshal personnel to do so.

8. Upon registration the final contestants will choose their places by lucky draw. Each final contestant will be assigned a contestant number, which will be worn on T-shirts provided by Subaru. There will be a total of six challenge cars with 40 contestants each car for Manila Leg and three challenge cars for Davao and Cebu. The contestant's number must correspond with a palm decal on each car. All participants will be required to sign a Deed of Acknowledgement, Release and Indemnity before commencing the Challenge. There will be no swapping of contestant numbers, contestants T-shirts or vehicle placement at any point of the Challenge.

9 There will be authorized Subaru marshals who will be constantly monitoring all the contestants for the duration of the Challenge.

10. The final contestants will be required to place their right palms on their designated palm decals on the designated vehicles at 9:00 am Saturday, September 6, 2014 at *SM Lanang, Davao*, September 13, 2014 at *Ayala Center Cebu* and on September 27, 2014 at *Bonifacio High Street, Taguig*. To remain in the Challenge, the contestant's palm must remain flat on the vehicle surface and he/she is not allowed to lift or move his/her right palm from his/her designated palm decal, except when authorized to do so by Subaru Marshalls. If a contestant moves or lifts his/her palm from his/her designated palm decal, he/she will be disqualified immediately.

11. The top 8 challengers from Manila and 1 each from Cebu and Davao will be the representatives of the Philippines in the regional contest the SUBARU PALM CHALLENGE: ASIAN FACE-OFF on November in Singapore.

12. Contestants will be given a 5-minute break every 6 hours. These 5-minute breaks can be used to eat and drink and/or use the toilet located in the Hospitality Tent(s). Participants must take their breaks at the stipulated time; the 5-minute breaks are not negotiable, tradable or transferable and cannot be accumulated. Participants shall not communicate or have any contact with their family members or relatives or friends during the Challenge, including the 5-minute breaks.

13. Contestants are not permitted to take any food, beverage or any item (e.g. sandals, clothes, etc.) offered from the public, family, relatives during the Challenge. Contestants can only consume food and beverage provided by Subaru.

14. During the designated breaks, contestants will not be allowed to leave the restricted area, which includes the stage, toilet(s) and Hospitality Tent(s).

15. At no point during the Challenge will the doors, windows, bonnet or boot of the vehicles be allowed to be opened.



16. Contestants are not allowed to shower, bathe or shave. They are not allowed to use any personal hygiene/cleaning devices such as wet wipes, tissues, talcum powder, etc. during the Challenge. Any medication necessary are to be taken only during designated breaks.

17. If there is any act of physical violence (e.g. punching, slapping) or any sort of unruly behavior between any of the contestants at any point, the contestants involved will be immediately disqualified, at Subaru's sole discretion.

18. Any acts of violence against the contestants, marshals, organizers or any other persons may be reported to the Police.

19. Contestants are not allowed to relieve themselves (e.g. urinate) in their clothes during the period of the Challenge.

20. The Subaru marshals and other Subaru representatives may issue instructions to the contestants from time to time during the Challenge which the contestants must comply with. The instructions will be issued in English and Tagalog. If the contestant did not understand the instructions, the contestant should clarify with the Subaru Marshals or representatives immediately. For the avoidance of doubt, Subaru shall not be responsible if any of the contestant misunderstood or misinterpret such instructions.

21. If any contestant behaves in a manner which is unfair to any other contestant or behaves in any other inappropriate manner, as determined by a panel of judges from Subaru (the "Judges") at their sole and absolute discretion, the contestant shall be disqualified. All decisions made by the Judges are final.

22. In the event that any contestant needs any medical attention, Subaru will assist in transporting the said contestant to the nearest medical/hospital facility. However, all medical expenses will be borne by such contestant and Subaru shall not be liable or responsible for any failure or delay in providing such transportation or medical attention, or any losses, damages or injuries whatsoever or howsoever caused arising from the provision of such transportation or medical attention.

23. Contestants are not permitted to smoke during the period of the Challenge except during the designated breaks. Contestants are also not permitted to consume drugs or alcohol during the period of the Challenge (including the designated breaks).

24. The use of mobile phone is prohibited except during the designated breaks. Contestants will not be allowed to wear sunglasses, hats or caps. No personal belongings (e.g. mobile phones, wallets, etc.) will be permitted either. All belongings must be kept with family members for safekeeping. However, crucial items needed by the contestants during breaks are to be pre-packed by the contestants in individual-labeled zip-lock bags which will be kept by Subaru.

25. In the event of any dispute, the decision of the Judges shall be final. The selection and number of Judges shall be at the sole discretion of Subaru. The Judges' decision at all stages of the Challenge is final. No enquiries, appeals, verbal or written, shall be entertained. All contestants shall accept and abide by any and all decisions made by the Judges concerning, without limitation, the rules of participation, the rules, procedures and regulations of the Challenge, the award of prize(s) and any other matters relating to the Challenge including the production thereof.

26. In the Subaru Palm Challenge: Asian Face-Off, the 10 Philippine challengers would compete against the representatives from Cambodia, China, Hong Kong, Indonesia, Malaysia, Singapore, Taiwan, Thailand and Vietnam where they would compete for the grand prize of a brand new 2014 Subaru XV 2.0i CVT.



27. The 10 Philippine representatives would be provided free accommodation, airfare and pocket money during the competition. They would also be bound by the rules and regulations set by Subaru and Motor Image Enterprises Pte Ltd.

28. The grand prize for the Subaru Palm Challenge-Asian Face-Off is a 2014 Subaru XV 2.0i CVT. The car offered as the grand prize does not include Vehicle Registration, Insurance or any other costs involved in registration and ownership of the vehicles. Subaru reserves the right to substitute, add to or alter the grand prize or any other prizes offered. All prizes are not exchangeable for cash. The car offered as grand prize is transferable and must be registered within 3 months from the date the winner is announced. The winner shall be responsible for paying all taxes, duties and other fees arising from the transfer, ownership and registration of the car.

29. By participating in the Challenge, the participants (including qualifiers and final contestants) agree to take part in any promotional or publicity exercise as may be conducted by Subaru Motor Image Pilipinas Inc. and Motor Image Enterprises Pte Ltd. in connection with the Challenge and the participants hereby irrevocably and unconditionally grant Subaru all consents and waivers necessary for Subaru to record and use the participants' performance, appearance, likeness, name and/or voice (as the case may be) in any manner as Subaru shall in its sole discretion deem fit. The participants acknowledge that Subaru shall be at liberty to publish and otherwise use any recordings and photographs (if any), for the promotion and publicity of this Challenge (whether now or in the future). Each participant expressly waives all rights which the participant may have or be entitled under any legislation now existing or in the future enacted in any part of the world. Each participant further agrees that he/she shall not take part in any advertising, promotional or public events or activities organized by any third party relating to or in connection with the Challenge without Subaru's prior written consent.

30. Subaru reserves the right to change, amend or withdraw the Rules and Regulations (or any part thereof) without prior notice. Subaru further reserves the right, without any liability on its part whatsoever, to cancel, Postpone, terminate, suspend, end, stop or in any other way cease the Challenge at any time without prior notice.

31. Each participant expressly acknowledges and agrees that Subaru shall not be liable to any of the participant(s) for any loss or damage or injuries whatsoever or howsoever caused arising directly or indirectly in connection with the Challenge. Notwithstanding the generality of the foregoing, each participant expressly acknowledges and agrees that Subaru has expressly excluded liability for all direct, indirect or consequential loss or damage, including but not limited to injuries, loss or damage to other equipment or property or for loss of profit, business, revenue, goodwill or anticipated savings pursuant to the Challenge.

32. The Rules and Regulations and the Challenge shall be governed by and construed in accordance with the laws of the Republic of the Philippines and the participants submit irrevocably to the jurisdiction of the Courts of the Republic of the Philippines.

33. If these Rules and Regulations are translated into any other languages, such other language versions are for reference only and shall not be used in the interpretation of these Rules and Regulations. The English version shall prevail in all circumstances.