

## **AXA HEARTS IN ACTION RUN 2020 - VIRTUAL RUN SERIES TERMS AND CONDITIONS**

Please read the terms and conditions (“Terms”) carefully. Each individual who registers to participate in the AXA Hearts In Action Run 2020 – Virtual Run Series (“Event”) (and, where applicable, in the case of a participant below the age of 18 years as at the date of registration, the participant’s parent, guardian or legal representative’s consent is required) (“Participant”) declares and acknowledges to have read, understood and agreed to the Terms and undertakes to comply with and be bound by the same.

- 1) AXA Affin General Insurance Berhad is the title sponsor (“Sponsor”) and the Event is organized by FB Group Sdn Bhd (“Organizer”).
- 2) The Event will be held from 24 October 2020 (Saturday) to 8 November 2020 (Sunday) (“Run Period”) and is open to everyone who has a valid address in Malaysia. The Organizer reserves the right to postpone or cancel the Event at any time.
- 3) For more details on the Event, please log on to <http://bit.ly/axaracexasia2020>.

### **4) Organizer’s Rights**

- 4.1 By signing up for and provide any information, personal or otherwise, to have access to any product (s) and / or service (s) and / or participating in the Event, or any other activity involving the Organizer and the Sponsor of the Event, the Participant is deemed to have given explicit permission to the Organizer and Sponsor to collect, analyze, share, disclose to third parties (in or outside of Malaysia), and/or otherwise use without any liability to the individual, any personal information relating to individual discretion deems appropriate, including but not limited to the programs, plans, data - processing and statistics or risk analysis for planning and improvement of the Event, research, fundraising, marketing (sending communication materials to the Participant) and / or any other purpose in performing those functions.

The Organizer will take reasonable precautions to keep the Participant’s personal information secured and similarly requires any third party data processors to do the same. The Organizer may disclose or releases the Participant’s personal data, if the Organizer reasonably believes that it is necessary, desirable or required to do so by applicable law or governmental regulation or by any competent body or authority, or by legal process, or to respond to any claim, or to protect the rights, interest or property of the Organizer or others.

#### **4.1.1**

Organizer and Sponsor of the Event are declared as an owner, supporting partner or a sponsor, hence they can use the third-party services.

#### **4.1.2**

By signing up for the Event, the Participant agrees that the Organizer might post the full run results on the website after the run.

#### **4.1.3**

The Organizer reserves the right to modify or replace any of the Terms of this Event from time to time as it deems fit. If there is an ambiguity in any provision, the Organizer shall be authorized to interpret and in doing so, the Organizer will take into account the interests of all participants involved.

#### **4.1.4**

Any update on the Terms will be announced at the Official Website and is the responsibility of the Participant to keep abreast of any changes.

- 4.2 The Organizer reserves the right to cancel or postpone the Event at any time without prior notice to Participant, where the Organizer will endeavor to inform the Participant before the Event. If the Event is canceled or postponed, there will be no refund of fees unless the Organizer deems fit to provide refund and the Organizer and/or Sponsor will not be held liable for any loss or inconvenience caused. In such cases, every effort will be made to inform Participant before the Event date.
- 4.3 The Organizer reserves the right to use any images (including a Participant), motion pictures, or any record of another media event, for any lawful purpose, including commercial advertising and distribution to the Sponsor anywhere in the world.

### **5. Participant's Responsibilities**

- 5.1 Participant hereby agrees to release the Organizer, Sponsor, officers, directors, agents, employees, property owners, trainers and/or allies from and against any liability, all sorts of actions and causes of action, judgments, executions, debts, claims and demands of every kind and nature arising from any loss, injury, damage, death caused to property or any other person arising from or in connection with participation in the event either loss injury, damage, death caused directly or indirectly by the negligence, breach of contract or in any way arising from exercise to, during, or after participation in the Event.
- 5.2 The Participant also certifies and declares that the Participant is not at present under any form of medical treatment for physical infirmity, chronic illness, or mental illness that could affect participation in the Event.
- 5.3 Participant is also strongly encouraged to go for a medical examination and/or consult their medical practitioner prior to registration and before the Event.
- 5.4 Completion of the official entry form, including online registration, confirms the Participant's agreement to abide by all the relevant Terms of the Event, Organizer, Sponsor and Event management company.
- 5.5 Registration for the run only confirmed after payment is made and after the grant of the identification number (via NRIC or passport). The Participant will receive the confirmation slip upon completion of the registration.
- 5.6 In consideration of the Participant using the website of the event, Participant agreed to;

#### **5.6.1**

Provide true, accurate, current and complete information contained in any registration form (such information as "Registration Data")

#### **5.6.2**

Maintain the security of the password and identity.

#### **5.6.3**

Maintain and update the Registration Data to keep it true, accurate, current and complete.

#### **5.6.4**

Organizer may contact the Participant from time to time via e-mail. Any notice sent to the email address registered with the Organizer shall be deemed accepted by the Parties.

- 5.7 If the information provided by the Participant is untrue, inaccurate, outdated or incomplete, or the Organizer has a reason to suspect that such information is untrue, inaccurate, outdated or incomplete, the Organizer may suspend or terminate the registration and refuse any and all current or future use of the Website (or any portion thereof).
- 5.8 The Organizer will not entertain and not in any way responsible for any disputes arising from the inclusion of details that are incomplete or inaccurate in the registration form.
- 5.9 Participant is not allowed to transfer their entry to other party or change the category of the run after their registration is confirmed.

### **6. Refund**

- 6.1 There will be strictly no refunds available if the Participant wishes to withdraw his participation for whatever reasons or if the Event is cancelled or postponed for reason of force majeure i.e. due to the occurrence of incidents that are beyond the control of the Organizer and/or Sponsor or acts of God which render it impossible or unsafe to hold the Event.

### **7. Safety**

- 7.1 While every reasonable precaution will be taken by the Organizer to ensure the Participant's safety, Participant run solely at their own risk and the Organizer shall not be responsible or held liable for any injury or death howsoever arising from training for, during, or after the participation in the Event.

### **8. Eligibility**

- 8.1 Participant must be at a minimum age of 15 years old and above as at 31 December 2019 to participate in the 12km Category.
- 8.2 Participant must be 13 years old or older as at 31 December 2019 to participate in the 6km Category.

### **9. Participation & Submission of Run Result**

- 9.1 Participant is required to run outdoor or on treadmill and track the run distance and time by using any GPS watch or smartphone running app.
- 9.2 Participant has 16 days from 24 October 2020 to 8 November 2020 to complete the run. Multiple submissions (up to a maximum of 10) are allowed.
- 9.3 Participant MUST submit photo(s) and run results (captured with any GPS watch or Smartphone running app) with email address, registration confirmation slip number and registered category.

9.4 Run result must be submitted to <http://bit.ly/AHIAVR2020> any time from 24 October 2020 to 12 November 2020. If the Participant is unable to submit the result by or on 12 November 2020, he or she will be considered as disqualified and shall not be entitled for the above listed entitlements.

## **10. Entitlement Delivery**

10.1 Participant who has successfully completed run category of 6KM & 12KM and submitted their run results by or on 12 November 2020 will receive the entitlement comprising of Event dry-fit t-shirt, medal and sponsored goodies. The Organizer reserves the right to not send the entitlement to Participant who is disqualified, fails to complete the run within the Run Period or submit run results by or on 12 November 2020.

10.2 Registration Fee is inclusive of the entitlement delivery postage fee. All entitlement will be delivered individually within Malaysia 3-4 weeks after the run results submission deadline on 12 November 2020. No requests on bulk delivery will be entertained thereafter.

10.3 Participant will receive his or her entitlement in the mail upon successful completion of the run and submission of run results by or on 12 November 2020. Participant is required to inform the Organizer if they have NOT received their entitlement within 1 week after 12 December 2020.

10.4 If there is any return of entitlement, the Organizer will arrange to resend the entitlement but the delivery charges will be borne by Participant.

10.5 Any change of address after closure of registration date will not be entertained.

10.6 Self-collection will not be entertained.

## **11. Entitlement & Goodies**

11.1 Dry-fit t-shirt measurement is subject to 0.5 inches tolerance.

11.2 Event dry-fit t-shirt size is strictly based on the size selected by the participant during registration, any request of size change will not be entertained.

11.3 All entitlement color, design and material may be different from illustration and are subject to change without prior notice.

## **12. General**

12.1 All payments are to be collected in Ringgit Malaysia and it is based on the current conversion rate of the day. The conversion rate is subject to currency fluctuation.

12.2 All participants who successfully complete the category of 6KM or 12KM will be awarded an e-certificate. The e-certificate will be made available on the Website at <https://www.racexasia.com/results> after 13 November 2020.

- 12.3 The availability of the e-certificate will only be until end of 2020. There will not be any hardcopy finisher certificate mailed out.
- 12.4 Participant will not be issued any receipt for the contribution made to any of the non-governmental organization partner of the Event.
- 12.5 The Organizer reserves the right to publish the following list on the Website; which may be viewable by the public.
- i] Participants who completed the run
  - ii] Participants who are disqualified
  - iii] Participants who do not complete the run
  - iv] Participants who do not submit run results by or on 12 November 2020
- 12.6 The Organizer reserves the rights to amend the Terms at anytime at its sole discretion without any prior notice.