

IJN Race 4 Your Heart

Please read the terms and conditions (“Terms”) carefully. Each individual who registers to participate in IJN Race 4 Your Heart – Virtual (the “Event”) (for individuals under the age of 18 years as at the date of registration, the individual’s parent, guardian or legal representative who completes the entry form gives consent for them to participate and accepts the Terms on behalf) (“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) Institut Jantung Negara Sdn Bhd (IJN) is the title sponsor (“Sponsor”) and the Event is organized by FB Group Sdn Bhd (“Organizer”)

2) The Event will be held from 28 Oct 2021 – 21 Dec 2021 (Run/Ride Period), and is open to everyone who has a valid address in Malaysia.

3) For more details on the Event, please log on to our Official Registration Platform (<https://www.racexasia.com/event/ijn-race-4-your-heart-ijrr21>)

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 Event entry 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, advertising, publicity, 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 release 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 event results on all event communication platform such as the website, social media, press release & etc after the event.

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 with or without prior notice. In the event there is 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 Registration Platform.

4.2 The Organizer reserves the right to cancel, postpone, withdraw, terminate or suspend the Event at any time without prior notice or liability to any party, where the Organizer will endeavour to inform the Participant before the Event. If the Event is cancelled 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 and 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. The Participant agrees that they are physically able to participate in the Event and, to the extent that it may be necessary, have sought and relied upon any medical advice before the date of the Event.

5.3 Participant is also strongly encouraged to go for a medical examination and/or consult their medical practitioner prior to registration for 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 Event is only confirmed after payment is made and identification number (i.e. NRIC or passport) is verified. The Participant will receive the confirmation slip upon completion of the registration.

5.6 In consideration of the Participant using the registration platform 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

Event 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 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 by 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 The Organiser shall not be liable for any injury or loss occurring as a result of participation in the Event (including, without limitation, any losses resulting from the Organiser's negligence), provided that nothing in these Terms shall exclude or limit any type of liability for resulting from negligence that cannot be excluded by law.

8. Eligibility

8.1 Participant must be at a minimum age of 9 and above as at 30 Sept 2021 to participate in the run/ride.

8.2 Participant under the age of 18 must seek parental or guardian consent to participate in the run/ride.

9. Participation & Submission of Run/Ride Result

9.1 Participant is required to run/ride anywhere & anytime by using any GPS watch or smartphone running app.

9.2 Participant has 55 days from 28 Oct 2021 – 21 Dec 2021 to complete the run/ride.

9.3 Participants can submit their result 1 time only within the submission period (28 Oct 2021 – 28 Dec 2021).

9.4 Participant MUST submit photo of the run/ride results (captured with any GPS watch or Smartphone running app) with email address & registration confirmation slip number.

9.5 Participant can submit multiple photos (up to a maximum of 10 Photos) during the submission day.

9.6 The run/ride result must be submitted to official registration platform (Raceasia)(<https://bit.ly/IJNRFYHSubmission>) any time from 28 Oct 2021 – 28 Dec 2021. If the Participant is unable to submit the result by or on 28 Dec 2021, he or she will be considered as disqualified and shall not be entitled for the below listed entitlements.

10. Entitlement (Race Pack) Delivery

10.1 Participant who has successfully completed the run/ride category and submitted their run/ride results by or on 28 Dec 2021 will receive the entitlement comprising of Event t-shirt, medal, e-certificate, and e-bib (“Entitlement”). The Organizer reserves the right to not send the Entitlement to Participant who is disqualified, fails to complete the run/ride within the run/ride period or submit run/ride results by or on 28 Dec 2021.

10.2 Registration Fee is inclusive of the Entitlement delivery postage fee. All Entitlement will be delivered individually within Malaysia 5-6 weeks after the run/ride results submission deadline on run/ride 2021, subject to change due to MCO restrictions & SOPs. No requests on bulk delivery will be entertained thereafter.

10.3 If there is a returned of Entitlement, the Organizer will arrange to resend the Entitlement but the delivery charges will be borne by Participant. Any change of address after registration date is closed will not be entertained.

10.4 The Organiser will not be held liable of non-receipt of the Entitlement or damages caused to it during the delivery process and the Organiser will be under no obligation to replace the Entitlement or to compensate the Participant. No replacement and/or exchange of Entitlement will be entertained.

10.5 Self-collection will not be entertained.

11. Entitlement & Goodies (Race Pack)

11.1 T-shirt measurement is subject to 0.5 inches tolerance.

11.2 Event 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.

11.4 In the event of unforeseen circumstances, the Organiser reserves the right to substitute the Entitlement with an alternative item of equivalent or greater value 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 run/ride will be awarded an e-certificate. The e-certificate will be made available on the Website at <https://www.racexasia.com/results> 1 week after 28 Dec 2021.

12.3 Participant will not be issued any receipt for the contribution made to any of the non-governmental organization partner of the Event.

12.4 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/ride.
- ii] Participants who are disqualified.
- iii] Participants who do not complete the run/ride.
- iv] Participants who do not submit run/ride results by or on 28 Dec 2021.

13. PDPA Consent Clause

By submitting this Form, you hereby agree that titled sponsor/organiser may collect, obtain, store and process your personal data that you provide during registration for the purpose of receiving updates, news, promotional and marketing mails or materials from titled sponsor/organiser during and after the run/ride.

For the purpose of updating or correcting such data, you may at any time apply to the titled sponsor/organiser to have access to your personal data which are stored by titled sponsor/organiser.

For the avoidance of doubt, Personal Data includes all data defined within the Personal Data Protection Act 2010 including all data you had disclosed to titled sponsor/organiser.