

## **Rules & Regulations**

### **Organiser & Eligibility**

1. PD Nasi Lemak Swim is organised by RC COACHING and is open to all Malaysia residents (Malaysian and non-Malaysian). Refer to the conditions of swim, bike & run.
2. All minors must obtain prior written approval by their legal guardian in order to participate in this group training.

### **Group Training**

3. This group training will be held on 13 November 2021. The Organiser reserves the right to postpone or cancel the group training at any time.
4. DESCRIPTION FOR CATEGORIES. At least one of the participants from each category MUST be above 18 years old and will be responsible for the team members' safety.
5. By signing up for and providing any information, personal or otherwise, in order to gain access to the group training or any activity(ies) involving the Organiser and the group training sponsors (if any), the individual ("Participant") is deemed to have agreed to the following :

[a] The Personal Data of the Participant shall be used by the Organiser for the purposes of sending communication materials to the Participant, including but not limited to, direct mailers, emails, Short Messaging Service and/or telephone calls.

[b] The Organiser may engage the services of third parties to process the Participant's Personal Data. All such third parties are contractually obliged not to use the Participant's Personal Data for any other purpose, other than as specified herein.

[c] The Participant has the right, at any time, to:

- [i] withdraw his/her consent for the use of the Personal Data;
- [ii] to request for any correction/update of the Personal Data;
- [iii] raise any general queries regarding the use of his/her Personal Data;

by contacting the Organiser at the email: [rupchen@gmail.com](mailto:rupchen@gmail.com)("Official Email").

### **Liability & Responsibility**

6. The Organiser shall take all reasonable precautions to keep the Participant's Personal Data secure and similarly require any third party data processors to do the same.
7. The Organiser shall ensure that all Personal Data is destroyed or permanently deleted if no longer required for the purposes for which it was to be processed.
8. The Organiser may release the Participant's Personal Data, if required to do so by applicable law or governmental regulation or by any competent body or authority.
9. The Organiser declares by virtue of being the Organiser, they may engage services of third parties at any point of time as deemed fit.

10. Participants must be certified fit to participate in this group training. The Organiser shall not be liable for any accident or mishap which arises as a result of non-disclosure of medical conditions by the Participants.

11. The Organiser reserves the right to modify or substitute any of these rules and regulations of the group training from time to time as they deem fit. If there is ambiguity in any of the provisions, the Organiser shall be the authority to interpret and in so doing, the Organiser will take into account the interests of all affected Participant. Any update on the rules and regulations of the group training will be notified on the Registration Page("Official Website").

12. The completion and the submission of the online registration form confirm the Participant's agreement to abide by the relevant rules and regulations of the Organiser. The group training registration will be confirmed via the confirmation slip ("Confirmation Slip"), which will be sent to the email address registered with the Organiser. The participant shall inform the Organiser via Official Email if the participant does not receive the Confirmation Slip or is unable to download the Confirmation Slip from the group training Official Website. If there is discrepancy in the Confirmation Slip, the Participant is to report such discrepancy to the Organiser within five (5) working days.

13. The Confirmation Slip is the only valid proof of confirmed registration and to be used during participant event day check in.

14. Participant agrees to provide true, accurate, current and complete information about the Participant. The Organiser may contact the Participant from time to time by email. Any notice sent to the email address registered with the Organiser shall be deemed as received by the Participant. If the Participant provides any information that is untrue, inaccurate, not current or incomplete, or the Organiser has grounds to suspect that such information is untrue, inaccurate, not current or incomplete, the Organiser may suspend or terminate the Participant's registration and refuse any and all current or future use of the group training Official Website (or any parts thereof).

15. Once Participants' registration has been duly processed, there will be NO FEE REFUND for Participant who does not eventually take part in the group training for whatever reason.

16. The Organiser will not entertain nor be in any way responsible for any disputes arising from incomplete or inaccurate entry details in the registration form.

17. Participant is strictly prohibited from transferring their group training entries to another party or change Event categories after their registrations are confirmed.

18. The Organiser reserves the right to change the Date, venue or to cancel the group training at any time without prior notice to the Participant, in which case the Organiser will make effort to inform the Participant prior to the Date. If the group training has to be cancelled, there shall be NO refund of fees and the Organiser shall not be liable for any other loss or inconvenience caused. Any updates on the group training including any changes to the Terms & Conditions will be posted on the group training Official Website. It is the responsibility of the Participants to keep abreast with such updates and changes. The Organiser shall not be liable for any loss or inconveniences caused.

19. There will be no refund of registration fees, if the group training is cancelled for reason of force majeure i.e. due to occurrence of incidents that are beyond the control of the Organiser (including but not limited to haze, storm, rain, inclement weather, wind, act of God, terrorism or other conditions) and which in the Organiser's opinion, renders it impossible or unsafe to hold the group training.

20. The Organiser reserves the right to limit and/or refuse entry without giving any reason and notice whatsoever.

21. The Organiser reserves the right to cancel and/or add any group training category without giving any reasons whatsoever as well as provide prior notice to the Participant.

22. The Organiser reserves the right to amend the group training race routes (“Routes”) as they deem fit for the safety of the Participant and/or to prevent any potential hazards in the running of the group training, at any time without prior notice to the Participant. In such cases, every effort will be made to inform the Participant prior to the Date of the group training. Any changes made to the group training Routes will be posted on the group training Official Website. It is the responsibility of the Participant to keep abreast with such changes. The Organiser shall not be liable for any other loss or inconvenience caused due to such changes.

23. Whilst every reasonable precaution will be taken by the Organiser to ensure the Participants' safety, Participant swim, bike & run at their own risk and the Organiser will not be responsible or held liable for any injury or death, damage or loss of property, whether personal or otherwise, suffered or caused, howsoever arising from training for, during participation, or after participation in the group training. Participant is strongly advised to go for a medical examination and/or consult their medical practitioner prior to registration and before the group training.

24. The Swim Route/ Open Water Swim will have minimal support. Participants will be briefed before flag off and participating at their own risk. Every participant is REQUIRED to use a safety buoy. The organizer has the right to remove or reject any participant from entering the water without the safety buoy.

25. There is no road closure for the bike & run. The Route will have minimal support from road marshals and RC Coaching Team. Participants will be briefed before flag off and participating at their own risk.

26. Participant must follow their respective Event Route, as per directed/ briefed by the coaches/ team and acknowledge that they are participating at their own risk.

27. A Participant must retire from the group training immediately, if required to do so by any member of the group training official medical staff, group training director, referee and/or security officer.

29. Pets, in-line skates, prams, push carts, shoes with built-in or attached rollers and any other wheel-run objects are not allowed on the course other than official group training and medical vehicles.

29. The Organiser reserves the right to use any photographs (including those of Participant), motion pictures, recordings, or any other media records of the group training, for any legitimate purpose including commercial advertising and distribution to the Organiser.

30. A Participant who commences to run before the actual start time (“Flag-Off Time”) of his/her registered category in the Event will be disqualified. (Please refer to start times of the group training). Participants who do not start within 20 minutes from the Flag-Off Time will be disqualified and for safety reasons may not be allowed to start.