

Rules & Regulations of Toyota Outrun 2023

Please read the terms and conditions ("Terms") carefully. Each individual who registers to participate in Toyota Outrun 2023 (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.

- 1.1. UMW Toyota Motor Sdn. Bhd. is the title sponsor ("Sponsor") and the Event is organized by Virtual Event Platform Asia Sdn. Bhd ("Organizer").
- 1.2. The Event will be held on 15th January 2023 and is open to everyone who has a valid address in Malaysia.
- 1.3. For more details on the Event, please log on <https://www.raceasia.com/event/toyota-outrun-2023-tytr23>.

2. Organizer Rights

2.1

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 any program (s), event (s), talk (s), demonstration (s) or any other activity involving the organizers and sponsors of the event ("sponsors"), individual ("Participants") are deemed to have given explicit permission to the organizers and sponsors to collect, analyze, collect, share, disclose to third parties, sell 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, research, fundraising and / or any other purpose in performing those functions.

2.1.1

Organizers and sponsors of the event is declared as an owner or a sponsor, they can use third-party services.

2.1.2

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

2.1.3

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

2.1.4

Any update on the Rules and Regulations The event will be at the official event registration portal and is the responsibility of the affected participants to keep abreast of any changes.

2.2

The Organizer reserves the right to cancel or postpone the event at any time without prior notice to Participants, where the organizers will endeavor to inform the participants before the event. If the event should be canceled or postponed, there will be no refund of fees or donations paid unless the organizers deem fit to provide refund and Organizer will not be held liable for any loss or inconvenience caused.

2.3

The Organizer reserves the right to amend the race route it thinks fit for the safety of participants and / or to avoid any danger that might arise in the running of the event, at any time without prior notice to Participants.

2.3.1

In such cases, every effort will be made to inform participants before the event date.

2.3.2

Organizer will not be held liable for any loss or inconvenience caused by the change.

2.3.3

For the development or implementation of programs, products or services that are deemed necessary;

2.3.4

For the outsourcing of any program (s), event (s), talk (s), demonstration (s) and / or any activity;

2.3.5

For administrative purposes the promotion, marketing and / or;

2.3.6

For all purposes as required by law, including without limitation, court proceedings, criminal investigation or prosecution or if so, ordered by any competent authority;

2.3.7

With regard to any proposed novation, assignment, transfer, sale, lease, license, partnership, co-organizer and / or any co-operation where and when necessary, in relation thereto.

2.3.8

If the original participant's bib number is missing or not available at all Race Pack Collection, the Organizer reserves the right to replace it with a spare bib number.

2.4

The Organizer reserves the right to amend or replace any bib participants at any time without prior notice to Participants.

2.5

The Organizer reserves the right to use any images (including a Participant), motion pictures, recordings, or any record of another media event, for any lawful purpose, including commercial advertising and distribution to the Sponsor any anywhere in the world.

2.6

The Organizer reserves the right to limit and/or refuse entry to the Event and/or other programs(s), event(s), talk(s), demonstration(s) or any other activities involving the Organizer and the Event sponsors without giving any reason and/or notice.

2.7

The Organizer shall not be liable for any loss and/or damage to, personal or otherwise, to property and goods that are stored in the luggage storage is available for runners. Organizers also reserve the right to inspect any goods or luggage deposited.

3. Participant Responsibility

3.1

Participants hereby agree to release and hold the Title Sponsor, UMW Toyota Motor Sdn. Bhd. Organizer, Virtual Event Platform Asia Sdn. Bhd., officers, directors, agents, employees, property owners, trainers and 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.

3.2

The Participant also certifies and declare that the Participant is not at present under any form of medical treatment for physical infirmity, chronic illness, or mental disorder that could affect participation in the Event.

3.3

Participants are also strongly encouraged to go for a medical examination and/or consult their medical practitioner prior to registration and before the actual Event Day.

3.4

Completion of the official entry form, including online registration, confirms the Participant's agreement to abide by all the relevant Rules and Regulations of the **Toyota Outrun 2023**, Organizer, and Sponsors & event management company.

3.5

Registration for the race only confirmed after payment is made and after the grant of the identification number.

3.6

In consideration of the participants using the site of the event, participants agreed to;

3.6.1

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

3.6.2

Maintaining the security of the password and identity.

3.6.3

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

3.6.4

Organizers may contact the Participant from time to time via e-mail.

Any notice sent to the email address registered with the Organizers shall be deemed accepted by the Parties.

3.7

If the Participant to provide any information that is untrue, inaccurate, outdated or incomplete, or the Organizer has reason to suspect that such information is untrue, inaccurate, outdated or incomplete, the Promoter may suspend or terminate their registration and refuse any and all current or future use of the web page event (or any portion thereof).

3.8

The Organizer will not entertain and are not in any way responsible for any disputes arising from the inclusion of details that are incomplete or inaccurate information in the registration form.

3.9

The information on the back of the Participants bib must be completed fully and accurately.

3.10

Participants are not allowed to transfer their entry to another race or change the category of the race after their registration is confirmed.

4. Refund

4.1

There will be strictly no refunds available if the Event is cancelled for reason of force majeure i.e., due to the occurrence of incidents that are beyond the control of the organizer.

4.2

Organizer or acts of God which render it impossible or unsafe to hold the Event.

4.3

Once registration has been duly processed, there will be strictly no refunds of fees for Participants who do not eventually participate in the Event for whatever reason.

5. Safety

5.1

While every reasonable precaution will be taken by the Organizer to ensure the Participants' safety, Participants run solely at their own risk and the Organizer, Virtual Event Platform Asia Sdn. Bhd. will not be responsible or held liable for any injury or death howsoever arising from training for, during, or after the participation in the Event.

5.2

Participants are strongly encouraged to go for a medical examination and/or consult their medical practitioner prior to registration and before the actual Event Day.

5.3

Partial road closures on the ENTIRE ROUTE. Route closures will be lifted after two (2) hours from commencement of the race.

5.4

Cut-off times will be set at specific checkpoints along the route to ensure the safety of runners who are unable to complete the race within the two (2) hours and to ensure that the roads can be re-opened to the public in accordance with the Event permit.

5.5

A Participant must retire from the race immediately, if required to do so by any member of the Official, Medical Staff, Race Director, Marshall, and/or Security Officer.

5.6

Pets, bicycles, in-line skates, prams, push carts, shoes with built-in or attached rollers and any other wheel-run objects are NOT ALLOWED on the 10KM & 5KM (FUN RUN) course other than official race and medical vehicles.

6. Disqualification

6.1

Any Participant who commences running before the actual flag-off of his/her registered race category will be immediately disqualified. (Please refer to individual race category start times).

6.2

Participants who do not start within 15 minutes of respective flag offs i.e. 10KM and 5KM(FUN RUN), for safety reasons may not be allowed to start and will be immediately disqualified.

6.3

Participants must wear the assigned bib number visibly on his/her chest at all times. Participants who do not display bib numbers will be taken off the course by security officers/officials and immediately disqualified.

7. Eligibility

7.1

Participants must be 18 years old or older as of Event Day to participate in the 10KM Run Category.

7.2

Participants must be 5 years old or older as of Event Day to participate in the 5KM Fun Run Category.

8. Race Pack Collection

8.1

All Participants must collect their Race Pack which contains their bib number (for 10KM Run Category) (5KM Fun Run without timing chip), event t-shirt, and other sponsored items [If any] during Race Pack Collection (RPC) during the pre-determined period and location as stipulated on the <http://www.racexasia.com>.

8.2

To collect your race pack, you must bring the printout of your confirmation slip and your NRIC/passport. You may appoint a representative to collect your race pack on your behalf. The representative must present the following:

- a. Photocopy of the Participant IC**
- b. Letter of Authorization from the Participant**
- c. Event Registration Confirmation Slip**

All Race Packs not collected during RPC stipulated time and date, will be deemed to be unwanted, and the Organizer shall be at liberty to dispose or re-distribute them accordingly.

9. General Rules

9.1

Each Participant is allowed to win only one prize-money award in the category that he/she has registered for.

9.2

The Organizer reserves the right to replace any winners (if any) if he/she is found to be disqualified.

9.3

Prize winners must report to the secretariat as stipulated on their winner tag (if any).

9.4

In case a runner fails to do so, the Organizer may donate the cash prize money to charity (if any).

9.5

All prize-winning Participants must present their original identification document (such as Passport or Identity Card) to collect their prize money (if any).

9.6

For prize winners (if any) or possible prize winners (if any), disputes and appeals must be made in writing within thirty [30] minutes of the published results with a non-refundable protest fee of RM100.00, failing which the Organizer reserves the right not to entertain any disputes or appeals thereafter.

9.9

For all disputes, the Organizer's decision is final and no other disputes thereafter will be entertained.

9.10

All Participants who successfully complete the 5KM Fun Run & 10KM distance will be awarded a finisher medal upon presentation of their bib number.

9.11

All finisher medals and goodie bags must be collected on Event Day and no requests will be entertained thereafter.

9.12

All Participants who successfully complete the 5KM Fun Run & 10KM will be awarded an e-certificate. The e-certificate will be made available on the website www.racexasia.com 3 weeks after the event day.

9.13

The availability of the e-certificate will only be until end of 2023. There will not be any hardcopy finisher certificate mailed out.

9.14

The Organizer reserves the right to publish the following list; which may be viewable to the public.

- i] participants who complete the race
- ii] participants who are disqualified
- iii] participants who do not complete the race

10. Registration Fee**10.1**

All registration fee collection will be donated to National Cancer Society of Malaysia (NCSM).

11. 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.

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.