

## Rules & Regulations

### Organiser & Eligibility

1. This **Ice-Watch Light Up The Night Run 2022** ["Event"] is organised by **The Marathon Company** ["the Organiser"] and is open to all Malaysia residents (Malaysian and non-Malaysian) with a minimum age limit of 5 years old for 5km Fun Run.
2. All minors must obtain prior written approval by their legal guardian in order to participate in this Event.

### Event

3. This Event will be held on **3 December 2022** ["Date"]. The Organiser reserves the right to postpone or cancel the Event at any time. For more details on the Event, please log on to The Marathon Company's Facebook ["Official Social Media"].
  4. By signing up for and providing any information, personal or otherwise, in order to gain access to the Event or any activity(ies) involving the Organiser and the Event 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: [info@themarathoncompany.com.my](mailto:info@themarathoncompany.com.my) ("Official Email").

## **Liability & Responsibility**

5. 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.
6. 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.
7. 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.
8. The Organiser declares by virtue of being the Organiser, they may engage services of third parties at any point of time as deemed fit.
9. Participants must be certified fit to participate in this Event. 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.
10. The Organiser reserves the right to modify or substitute any of these rules and regulations of the Event 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 Event will be notified on the The Marathon Company's Facebook ("Official Website").
11. 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 Event's 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 Event's 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.
12. The Confirmation Slip is the only valid proof of confirmed registration and to be used for the collection of race kits/ participation.
13. 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 Event's Official Website (or any parts thereof).

14. Once Participants' registration has been duly processed, there will be NO fee refund for Participant who does not eventually take part in the Event for whatever reason.

15. 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.

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

17. The Organiser reserves the right to change the Date, venue or to cancel the Event 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 Event 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 Event including any changes to the Terms & Conditions will be posted on the Event's 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.

18. There will be no refund of registration fees, if the Event 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 Event.

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

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

21. The Organiser reserves the right to amend the Event's 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 Event, 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 Event. Any changes made to the Event's Routes will be posted on the Event's 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.

22. Whilst every reasonable precaution will be taken by the Organiser to ensure the Participants' safety, Participant 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 Event. Participant is strongly advised to go for a medical examination and/or consult their medical practitioner prior to registration and before the Event.

23. The form on the reverse side of the Participant's bib number must be completed in full and accurately. Participant must wear the assigned bib number on his/her chest at all times during the Event's race. Participant who is not wearing a bib number will be requested to leave the running route the Event's race Route by security officers/officials. The race organiser will not be responsible for any runner that is running without the official bib indicating participant number of the Event.

24. Road closure, where applicable, will be lifted after ONE (1) hour from commencement of the Event's 10KM and 5KM ("Closure Time"). The Route will not be guarded by road marshals after the Closure Time. Participant who are still on Route and choose to continue running after the Closure Time, do so at their own risk.

25. Participant must follow their respective Event Route, the direction of security officers/officials, traffic management officers/officials, Event's officers/officials and any enforcement officers/officials.

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

27. 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 course other than official Event and medical vehicles.

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

29. 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 Event). 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.

30. Strollers are allowed but parents / runners are responsible for their own safety and the safety of others throughout the course. The organizer will not be responsible for any negligence caused by the runners/parents during the event.

31. The Organizer reserves the right to disqualify any lucky draw winners without prior notice and the winners list is final.

### **Collection and Fulfilment of Prizes**

32. Winners for the Event will be determined based on the "Gun Time" which refers to the time taken by Participant on the Route from Flag-Off Time until the Participant cross the finishing line.

33. Each Participant shall only be allowed to win only one prize award.

34. For prize winners or possible prize winners, disputes and appeals must be made immediately within thirty (30) minutes of the published results on the results notice board on-site or immediately after the prize presentation, whichever is earlier, failing which the Organiser reserves the right not to entertain any disputes or appeals thereafter.

35. For all other Participants, disputes and appeals regarding the results must be submitted in writing (via electronic or non-electronic means) within 7 days from the Date of the Event to the Organiser together with all of the relevant evidence. The Organiser reserves the right not to entertain any dispute or appeal submitted after the appealing period. All Participants for the 10KM & 5KM categories who successfully completed the Event will be awarded a finisher's medal upon presentation of their bib number to the respective officials at the medal collection counter.

36. All finisher's medals must be collected on Event day itself. No requests thereafter will be entertained.

37. All Participants for the 5KM category who successfully complete the Event will be awarded an electronic finisher's certificate. The download link for the electronic finisher's certificate will be published on the Event's Official Website thirty (30) days after the Date of the Event participated, and the certificate will be available for download for a period of ninety (90) days from the publication date. The Participant shall inform the Organiser via email if the Participant is unable to download the electronic finisher's certificate from the

Event's Official Website. If there is discrepancy in the electronic finisher's certificate, the Participant is to report such discrepancy to [info@themarathoncompany.com.my](mailto:info@themarathoncompany.com.my) within 30 days from the publication date. This entitlement shall not apply to Participant who is unable to complete their respective categories.

38. All Participants for the 3KM category who successfully complete the Event will be awarded a finisher's certificate on Event day. This entitlement shall not apply to Participant who is unable to complete their respective categories.

### **Waiver**

39. Once you have agreed to the Disclaimer and Waiver electronically, you acknowledged that you have read and understood the information presented to you as part of the registration process.

40. You accept and agree that the Event carry certain inherent dangers and risks which may or may not be readily foreseeable, including without limitation to personal injury, property damage including death.

41. In consideration of allowing the below undersigned participant or participants (here on known as "Participant") to complete or participate in any way in the above event and/or activities registered through this website, for himself/herself, his/her personal representatives, agrees as follows:

[a] The Participant fully and forever releases from all liability, including negligence, the event organizer, online registration company, sub-contractors, all municipal agencies whose property or personnel are used, all Sponsoring and Co-Sponsoring companies or individuals related to the Event, and their respective employees, agents, volunteers and affiliates, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the Malaysia law in which the Event is conducted. (here forth collectively refers to "Releasees").

[b] The Participant waives the ultimate right to sue the Releasees for any and all claims, demands, losses or damages of the Participant on account of any injury, including, but not limited to the death or injury of the Participant or damage to property, all of which is caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise.

[c] The Participant warrants that he/she is in good physical condition and have sufficient preparations and is able to safely participate in the Event. The Participant is fully aware of

the risks and hazards inherent in participating in the Event, including the possibilities of serious physical trauma, injury or death.

[d] The Participant grants to the Organiser to the use of Participant's name and photographs in broadcasts, newspapers, magazines, brochures, internet website, and other media without compensation or prior notice.

[e] The Participant agrees to accept promotional materials/items from the Organiser.

[f] The Participant acknowledges that the entry fee and the transaction cost (if any) of the Event, is non-refundable, non-transferable and non-deferrable.

[g] The Participant acknowledges that the Organiser of the Event has the right to alter, change, cancel and/or postpone the Event as a result of circumstances that would directly affect or impact the Event which is or beyond control.

42. The Organiser shall reserve the right at its absolute discretion to substitute any of the prizes with that of similar value, at any time without prior notice. The values of the prizes are correct at the time of printing. All prizes are given on an "as is" basis and all prizes are not exchangeable for cash, credit, other items or voucher, in part or in full.

43. All winners must abide by the terms and conditions of the parties arranging and/or providing for the prizes and the terms and conditions attached to the prizes, if any.