

### Coway Run 2023 – Terms and Conditions

Please read the following terms and conditions ("Terms") carefully. Each individual who registers to participate in the Coway Run 2023: Enter Our World, an on-ground marathon event (hereinafter referred to as the "Event"), and where applicable, in the case of a participant below the age of 18 years, the participant's parent, guardian or legal representative (each, a "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. The Event is organised by Coway (Malaysia) Sdn. Bhd. (the "Organiser").
2. Details of the Event are as follows:

<b>Date</b>	10th September 2023
<b>Start Time</b>	5:00 a.m.
<b>Venue</b>	Dataran Merdeka (Merdeka Square), Jalan Raja, City Centre, 50050 Kuala Lumpur, Wilayah

3. Eligibility:

The Event is open to individuals aged 5 and above, and each Participant attends the Event on his or her own free will, subject to the following requirements:

<b>CATEGORY 5KM</b>	<b>CATEGORY 10KM</b>	<b>CATEGORY 21KM</b>	<b>ELIGIBILITY</b>
OPEN TO ALL AGES	Mens Open	Mens Open	16-39
	Mens Veteran	Mens Veteran	40 years and above
	Mens Open (International)	Mens Open (International)	16 years and above
	Womens Open	Womens Open	16-34
	Womens Veteran	Womens Veteran	35 years and above
	Womens Open (International)	Womens Open (International)	16 years and above

For Participants aged 5 - 17 years old ("Minor Participants") to be eligible for the Event, he/she MUST be accompanied by at least one Participant of 18 years old and above and present at all times as the guardian of the said Minor Participant(s).

For the avoidance of doubt, a Participant below the age of 18 years old is required to obtain his/her parent's/legal guardian's consent, failing which, the Organiser reserves the right to refuse entry to that Participant.

Notwithstanding the foregoing, the Organiser reserves the right to cancel and/or add any race category/distance options and change the eligibility criteria without prior notice to the Participants.

#### EVENT REGISTRATION

4. By signing up for the Event and providing any information, personal or otherwise ("Registration Data") to the Organiser on the Event's platform (the "Coway Run Website"), the Participant is deemed to have given explicit consent to the Organiser and its co-organisers, co-sponsors, partners, volunteers, and any entities or persons that provide products or services for the Event and the Event's activities ("Affiliates") to collect, process, store and retain his/her Registration Data (including the Participant's personal data) for the purposes as they may deem fit, including without any limitation for the following purposes:

- to register an account on the Coway Run Website;
  - to create, manage and maintain the Participant's account and his/her Runner Profile which contains the Participant's details on the Coway Run Website;
  - to manage the Participant's involvement/engagement in events and/or promotions hosted on the Coway Run Website, where he/she has signed up for such events and/or promotions;
  - to process payments made by the Participant or on the Participant's behalf via the Organiser's payment gateways operated by third party service providers;
  - to enable the Participant to interact with other Participants/registrants of the Event;
  - to provide administrative notices or communications applicable to the Participant's use of the Coway Run Website;
  - to manage and maintain the Organiser's relationship with the Participant;
  - to keep the Participant informed of the Organiser's products and/or services, promotions, discounts, and/or events;
  - to provide care and enhance customer satisfaction, including but not limited to: resolving complaints, dealing with and/or responding to the Participant's requests and enquiries related to the Event;
  - to operate, evaluate and improve the business, and the products and services offered by the Organiser;
  - to analyse and enhance the Organiser's marketing communications and strategies;
  - for internal record keeping or other administrative purposes;
  - for statistical analysis purposes;
  - for information management and security purposes, including but not limited to managing and administrating e-mails, handling and investigating any security-related issues, vulnerabilities, and/or incidents;
  - (upon conclusion of the Event) where there are outstanding obligations either on the Participant's part or on the Organiser's part;
  - to purchase Group Personal Accident Insurance on behalf of the Participant (as made mandatory by the Malaysian Sports Commissioner's Office for every public sports event);
  - to exercise any functions conferred by law and/or towards the administration of justice; and/or
  - for and/or in connection with all other purposes incidental and/or ancillary to the Organiser's business/services or in furtherance to any of the above mentioned purposes.
5. In consideration of the Participant's use of the Coway Run Website, the Participant agrees to:
- provide true, accurate, current and complete Registration Data;
  - maintain the security of the Participant's password and identification; and
  - maintain and promptly update the Registration Data to keep it true, accurate, current and complete.
6. The Organiser may contact the Participant from time to time by email and/or phone . Any notice sent to the email address and /or mobile device registered with the Organiser shall be deemed as received by the Participants.

7. If the Participant provides any Registration Data that is untrue, inaccurate, outdated or incomplete, or the Organiser has reasonable grounds to suspect such information is untrue, inaccurate, outdated, or incomplete, the Organiser may suspend or terminate the Participant's registration and refuse any and all current or future use of any components of the Coway Run Website. There shall be no refund of any fees paid by the Participant upon such suspension or termination of the Participant's registration.
8. The Organiser will not entertain or be in any way responsible for any disputes arising from any incomplete or inaccurate Registration Data provided by the Participant on the Coway Run Website.
9. The Organiser shall in no event to be held liable for any errors, omissions, interruptions, deletions, defects, delays in operation or transmission, communications line failure, theft or destruction, unauthorised access to, or alteration of user communications, or any problems or technical malfunction of any telephone networks or lines, computer online systems, servers or providers, computer equipment, software, failure of email or traffic congestion on the internet and/or the Coway Run Website.
10. Once the Participant's registration has been duly processed and the required payment is made, the Participant may collect the Event merchandise which consists of a bag, a Coway Run official t-shirt (measurements are subject to 0.79+/- inch tolerance), a numbered race bib (only provided to 10KM and 21KM), a wristband (only provided to 5KM), and a medal (collectively referred to as the "Coway Run Kit"). There will be no refunds made to any Participants who do not eventually take part in the Event for whatever reason.
11. All colours, designs, and materials of the Coway Run Kit are subject to change without any notice. In addition, the Organiser reserves the right to replace any merchandise in the Coway Run Kit with any other merchandise of the same value without any notice to the Participants.

#### *EVENT PARTICIPATION*

12. The Participant shall fully assume all risks associated with his/her participation in the Event, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the Organiser and its Affiliates, from dangerous or defective equipment or property owned, maintained or controlled by the same. The Participant understands and acknowledges that the Organiser and its Affiliates provide no warranties regarding the Participant's wellbeing and safety before, during or after the Event.
13. By participating in the Event, the Participant agrees that he/she is physically fit and has not been advised by a qualified medical professional to not participate in the Event. The Participant further certifies that there are no health-related reasons or issues which preclude his/her participation in the Event.
14. While the Organiser endeavours to ensure the safety of the Participants during the Event, to the extent permitted by law, the Organiser shall not be liable to any persons (whether the Participants or any third parties) for any losses or damages arising during the Event (including any traveling to and from the Event), whether or not the same is caused by or attributable to any acts or omissions on the part of the Organiser or its Affiliates. This shall include, but shall not be limited to:
  - any losses or damages to property;

- any death or personal injuries to any persons; or
- any indirect/consequential (including loss of income or profits), general, special, punitive or contingent damages howsoever arising, whether in contract, tort (including negligence) or otherwise and even if the Organiser or its Affiliates have been advised of the possibility of such damages.

#### *A. The Run*

15. The Organiser reserves the right to refuse entry to any applicant under the age of 5 for the 5KM Run and under the age of 16 for the 10KM and 21KM Run. Notwithstanding the foregoing, the Organiser reserves the right to limit and/or refuse any Participant entry to the Run without giving any reason/notice.
16. The Participant shall wear the numbered race bib (for 10KM and 21KM runners) and start time wristband (for 5KM runners) given to him/her at all times during the Run. The Organiser reserves the right to refuse entry to any non-compliant Participants.
17. The Participant shall comply with the rules and safety instructions provided to him/her by the Organiser and its Affiliates, at all times before, during and after the Run.
18. It is the sole responsibility of every Participant to immediately inform the official medical staff/safety marshal of the Event if he/she is mentally or physically unfit; suffers any injury at any time during or immediately before the Run, or any other reasons that they have to withdraw from the Run.
19. In the event the Participant suffers any injuries or feels breathless or faint during the Run, he/she must immediately retire from the Run if required to do so by any member of the official medical staff/safety marshal.
20. The Participant further consents to receiving appropriate medical treatment that is deemed fit and advisable in the event of an illness, accident or injury occurring during or at the Run.
21. For the avoidance of doubt, there shall be no refund of the fees if the Participant withdraws or retires from the Run due to any reason whatsoever.
22. The Participant shall be solely responsible for his/her belongings and property; and the Organiser and its Affiliates shall under no circumstances be held responsible for any lost, damaged or stolen property caused by whatever reason during the Run.
23. The Organiser reserves the right to use any photographs (including those of the Participants), motion pictures, recordings, or any other media records of the Run (including any programme(s), event(s), talk(s), demonstration(s) or any other activities associated before, during or after the Run, for any legitimate purpose including but not limited to commercial advertising and publicity purposes, without any credit, payment or any form of compensation to the Participants.
24. Prizes will only be given away for the 21KM and 10KM categories. There will be no prizes for the winners of the 5KM category. The winners of the 21KM and 10KM categories must be personally present at the Venue on the day of the Run to collect their prizes upon the announcement of the results. All uncollected prizes will be forfeited.
25. The Organiser reserves the right to request sighting of the winners' original identity card(s) or passport(s) for verification purposes.

#### *B. Others*

26. The Organiser reserves the ultimate right to amend the Terms which will be reflected on the Coway Run Website, and it is the responsibility of all Participants to keep abreast with any changes.
27. The Organiser reserves the right to make any changes to the Event's Date, Venue or to cancel the Event (collectively referred to as "Event Changes") at any time without prior notice to the Participants, in which case the Organiser will make every reasonable effort to inform the Participants prior to the Event Date. There shall be no refund of any fees paid and the Organiser shall not be held liable for any other losses or inconvenience caused to the Participants resulting from any of the Event Changes.
28. There will be no refund of the fees if the Event is cancelled for reasons of force majeure i.e. due to occurrence of incidents that are beyond the Organiser's control (including but not limited to haze, storm, rain, inclement weather, wind, acts of God, terrorism, movement control orders or other conditions) and which in the Organiser's opinion, renders it impossible or unsafe to proceed with the Event.
29. Coway Run 2023's Privacy Policy can be found at <https://www.cowayrun.com.my/privacy-policy> ("Privacy Policy") and forms an integral part of the Terms. The Participant acknowledges that he/she has read and understood the Privacy Policy and agrees to the processing of the Participant's personal data as set out therein. The Organiser may use reasonable efforts to bring any significant changes to the Privacy Policy to the Participant's attention.