

## Terms & Conditions

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THE EVENT AS THEY CONTAIN BINDING LEGAL TERMS AND OBLIGATIONS INCLUDING LIMITATIONS OR EXCLUSION OF OUR LIABILITY. BY PARTICIPATING IN THIS EVENT, YOU ARE DEEMED TO HAVE FULLY READ, UNDERSTOOD AND AGREED TO THE TERMS AND CONDITIONS GOVERNING THIS EVENT.

IF YOU DO NOT AGREE TO ANY OF THESE TERMS AND CONDITIONS, YOU MUST NOT PROCEED TO PARTICIPATE IN THE EVENT.

### Terms and Conditions:

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1. Abbott Laboratories (M) Sdn. Bhd. (collectively referred to as “**Organiser**”) reserves the right to cancel or postpone the Ensure Gold Strength Run 2023 (“**Event**”) at any time without prior notice to participants (“**Participants**”), in which case the Organiser will make reasonable effort to inform the Participants prior to the date of the Event.
2. The Organiser reserves the right to modify or substitute any of these Terms and Conditions from time to time as it deems fit. If there is ambiguity in any of the provisions, the Organiser shall be the authority to interpret and in doing so, the Organiser will take into account the interests of all the affected Participants. Any updates on the Terms and Conditions will be notified on the official Event’s website [registration site], and it is the responsibility of all Participants to keep abreast with any changes. Participants are encouraged to visit [registration site] at regular intervals.
3. Completion of the official online registration, confirms the Participant’s agreement to abide by all the Terms and Conditions for the Event.
4. Registration for the Event is only confirmed upon successful payment made and issuance of a collection slip via email.
5. The Participants shall complete the online registration and submit it together with payment of the Registration Fee for: Early Bird (i) Individual category ( 1 pax): RM45.00 per pax, and (ii) Paired category ( 2 pax): RM40.00 per pax; Normal (i) Individual category ( 1 pax):: RM55.00 per pax, and (ii) Paired category ( 2 pax): RM50.00 per pax.  
In the event the Organiser deems fit to cancel and/or postpone the Event, there shall be no refund for the registration payments made, unless the Organiser decides otherwise. The Organiser shall not be held responsible for any losses and/or inconvenience caused by such cancellation and/or postponement.
6. The Organiser will not be held liable for any additional interest or fees charged by the Participants’ bank or credit card transaction fee(s) during registration.
7. The Organiser reserves the right to use any photographs (including those of Participants), motion pictures, recordings, or any other media records of the Event, for any legitimate purpose including commercial advertising and distribution to sponsors anywhere in the world without any notification and/or payment to the Participants.
8. The Organiser reserves the right to change the prizes to other prizes of the same value at any point of time without prior notice. The prizes are non-transferable and all prizes are given on an “as is” basis and are not exchangeable for any other form, i.e. cash, goods, credit

or services in part or in full. Pictures of the prizes shown in the promotional materials are for illustration purposes only. Actual prizes may differ from the pictures shown.

9. All costs, fees, and/or related expenses incurred or to be incurred in relation to the Event and/or collection and/or usage of the prizes, which shall include but not limited to the costs of transportation, accommodation, email, postage/courier and/or any other costs, shall be borne separately by the Participants.
  10. All intellectual property rights in all materials produced or distributed by the Organizer in connection with the Event are expressly reserved and any unauthorized duplication, publication and/or distribution are strictly prohibited.
  11. By participating in this Event, the Participants acknowledge and agree that the Organizer excludes all warranty and/or liability in connection with the awarded prizes and/or the Event. Participants shall assume full liability and responsibility in case of any liability, mishap, injury, loss, damage, claim or accident (including personal injury and/or death) resulting from their participation in the Event, redemption and/or usage of the prizes. The Organizer shall not be held responsible for any liability, mishap, loss, damage, claim or accident (including personal injury and/or death) in any manner whatsoever suffered by the Participants as a result of their participation in the Event and/or the use of the prizes.
  12. Participants confirm that they have no health issues or have consulted a proper medical professional prior to registering his/her participation in this Event. 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.
  13. While every reasonable precaution will be taken by the Organizer to ensure the participants' safety, participants walk solely at their own risk and the Organizer will not be responsible or held liable for any injury or death howsoever arising from during, or after participation in the Event.
  14. The Organizer will not be responsible for any loss and/or damage, personal or otherwise, to the belongings and items deposited at the Event venue.
  15. The Organizer may use services of third parties in organizing the Event.
  16. There will be no compensation if the Event is cancelled for reasons of force majeure, i.e., due to occurrence of incidents that are beyond the control of the Organizer, including but not limited to haze, storm, rain, inclement weather, wind, act of God, terrorism or other conditions, and which in the Organizer's opinion, renders it impossible or unsafe to hold the Event.
  17. The Organizer's decisions are final and there shall be no appeal entertained and/or allowed. Participants shall not resort to court proceedings to review the Organizer's decisions.
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## **Registration**

1. Participants must register and make payment online via [www.racexasia.com](http://www.racexasia.com) in order to participate in the Event and to receive the Event's Run Pack.
2. Participants must be 18 and above to register.
3. Early Bird registration (i) Individual category ( 1 pax): RM45.00 per pax, and (ii) Paired category ( 2 pax): RM40.00 per pax; Normal registration (i) Individual

category ( 1 pax): RM55.00 per pax, and (ii) Paired category ( 2 pax): RM50.00 per pax will be imposed.

4. Participant agrees to provide true, accurate, current and complete information during registration. The Organizer has the discretion to suspend or terminate any registration if it is found or there are grounds to suspect that such information is untrue, inaccurate, not current or incomplete.
5. The Organizer will not entertain nor be in any way responsible for any disputes arising from incomplete or inaccurate entry details in the online registration form.
6. Upon successful registration, the Participant will be sent a Confirmation Slip to the email provided during Registration. If there is discrepancy in the confirmation, Participant is to report such discrepancy to the Organizer within five [5] working days.
7. The Confirmation Slip is the only valid proof of confirmed registration. Participant is requested to provide the Confirmation Slip and a valid MyKad/Passport to collect the Run Pack.
8. The completion and submission of the online registration form confirms the Participant's agreement to abide by the relevant terms and conditions of the Organizer and of the Event.
9. The Organizer may contact the Participant from time to time via email or phone. Any notice sent to the email address registered with the Organizer shall be deemed as received by the Participant.
10. Any queries on the registration kindly contact [ensuregoldrun@gmail.com](mailto:ensuregoldrun@gmail.com)

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### **Liability & Responsibility**

1. Participants must follow the respective Run Route and direction of the Event marshals, security and traffic officers.
2. 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 Event and Run course.
3. The Organizer reserves the right to amend the Run Route as they deem fit for the safety of the Participants and/or to prevent any potential hazards.
4. A Participant must retire from the Event immediately, if required to do so by the Organizer, officer of the Event, any member of the Event's official medical staff or security officer.

### **Collection of Items**

1. Participants are requested to collect their Run Pack from Eco Ardence Function Hall, PT8 Eco Ardence, Persiaran Setia Alam, Seksyen U13, 40170 Shah Alam Selangor, Malaysia from 10am to 6pm on 1<sup>st</sup> and 2<sup>nd</sup> July 2023.
2. Participants are requested to redeem their Medal & Goodie Bag ( Ensure Gold & Glucerna products) after completion of the Run.
3. All Goodie Bag to be redeemed on Event day itself. No requests before or thereafter will be entertained.
4. The Organizer reserves the right to substitute any of the Goodie Bag item(s) at any time without prior notice.



## **Privacy Policy**

In accordance with the Personal Data Protection Act 2010 ,your personal data as provided in this form and any other personal data obtained thereafter by Abbott Laboratories (M) Sdn Bhd ("Abbott") which may include information deemed to be sensitive personal data under applicable laws (collectively, "Personal Data") may be processed for purposes of providing you with Abbott's product samples, to provide you with information and news relating to health and nutrition, to send you communications regarding Abbott's products, services, marketing, promotional or educational events, to receive any feedback or queries that you may have on Abbott's products and to improve our products and services ("Purpose"). Abbott may disclose and transfer the Personal Data to third parties including its affiliates / service providers, who may be located within or outside Malaysia.

You may request for access to or correction of the Personal Data, submit inquiries or complaints, or limit the processing of the Personal Data at any time hereafter by submitting such request to Abbott at Abbott Nutrition Careline via telephone at 1-800-88-6233 or via e-mail to [abbottnutrition.my@abbott.com](mailto:abbottnutrition.my@abbott.com)

Please note that it will be obligatory for you to supply the Personal Data for the Purpose, without which Abbott will not be able to provide you with its product samples, product vouchers, and/or provide you with the full range of the services described and/or conduct market analysis.

By providing us with your Personal Data and signature, you expressly consent and agree to the terms above with respect to the processing of your Personal Data.