

TOUGH MUDDER MALAYSIA 2023

WAIVER, RELEASE OF LIABILITY, COVENANT NOT TO SUE & IMAGE RELEASE (THE "WAIVER")

In consideration of my ("I", "my" or "myself") and/or on behalf of my child/ward's (each a "Ward") participation as a competitor, volunteer (or other staff member) and/or spectator (any of the foregoing, a "Participant") in a Tough Mudder event, or other event owned, operated, licensed or sponsored by Hamburger Asia Sdn. Bhd. ("Hamburger Asia") (any of the foregoing and any ancillary events/activities/operations related thereto, an "Event"), I, on behalf of myself and Ward, acknowledge, accept and agree the following:

(1) The risk of serious injury and/or death from the activities involved participating in any Event, as a Participant, is significant and may include, without limitation, the following: (i) drowning; (ii) near-drowning; (iii) sprains; (iv) strains; (v) fractures; (vi) heat and cold injuries, including burns, heat-related illness and hypothermia; (vii) over-use syndrome; (viii) injuries involving the acts or omissions of other Event participants or vehicles; (ix) animal bites and/or stings; (x) contact with poisonous plants; (xi) accidents involving, but not limited to, paddling, climbing, biking, hiking, skiing, snow shoeing, travel by boat, truck, car or other convenience, falling from heights; (xii) heart attack; (xiii) diseases from exposure to fecal contaminated water or slurry; (xiv) disease or illness, including COVID-19 or any other disease resulting from the SARS-CoV-2 virus, due to exposure to other Participants or a Releasee (as defined herein); (xv) permanent paralysis; and/or (xvi) death. While particular rules, equipment and/or personal discipline may reduce this risk, the risk of serious injury and/or death does exist.

(2) AFTER THE OPPORTUNITY TO FULLY INFORM MYSELF ABOUT THE EVENT, ON BEHALF OF MYSELF AND MY WARD, I (undersigned) KNOWINGLY, VOLUNTARILY AND FREELY ASSUME AND ACCEPT ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OR ACT OR OMISSIONS OF THE RELEASEES, as hereinafter defined, or others, and assume full responsibility and all risks for myself and/or my Ward's participation in the Event.

(3) I knowingly and voluntarily agree to comply with any stated customary terms and conditions (which have been made available to me) for Participant's participation in an Event. If, however, I observe an unusual and/or significant hazard during my presence at the Event, I will remove myself or my Ward from participation in the Event and promptly bring such hazard to the attention of the nearest Event official.

(4) COVID-19: By signing this Waiver, I acknowledge the contagious nature of the SARS-CoV-2 virus (the "novel coronavirus" or "COVID-19") and voluntarily assume the risk that I, on behalf of myself, and, if applicable, my Ward, may be exposed to or infected by the novel coronavirus by attending and/or participating in the Event, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that (i) my, and if applicable, my Ward's attendance and/or participation in the Event involves the inherent risk of exposure to the novel coronavirus, and (ii) the risk of becoming exposed to the novel coronavirus or persons with the COVID-19 disease at the Event may result from the actions, omissions, or negligence of myself and others, including, but not limited to, other Participants or any Releasee.

I knowingly and voluntarily agree to comply with and adhere to all necessary and required COVID-19-related safety and risk mitigation practices during my attendance and participation in the Event, whether communicated verbally or in writing. Such practices may include, but are not limited to: (i) recognized social distancing practices (i.e. maintaining 8-feet of space between myself and other individuals); (ii) wearing a proper face mask; (iii) washing hands and/or using hand sanitizer frequently and avoiding touching of the face, and (iv) complying with other applicable governmental regulations. I acknowledge and agree that my, or my Ward's, compliance with these safety and mitigation practices is not only for my own benefit but also for the benefit of other Participants and the Releasee parties at the Event.

I voluntarily and knowingly assume the risk that I, on behalf of myself, and, if applicable, my Ward, may be exposed to the novel coronavirus or persons with the COVID-19 disease as a result from a failure to comply with such practices. Further, notwithstanding the foregoing, I agree that I, on behalf of myself or my Ward, will neither attend nor participate in an Event if I or my Ward have, in the past 14 days: (i) been tested for or have a suspected or confirmed case of COVID-19; (ii) experienced any symptoms of COVID-19 including, without limitation, fever, cough or shortness of breath; or (iii) been exposed to or in close contact with a person known to have COVID-19 (or any known symptoms thereof).

(5) To the fullest extent permissible by applicable law, I, on behalf of myself, and/or my Ward (if applicable), and our respective heirs, assigns, spouses, partners, personal representatives and/or next of kin, forever **WAIVE, RELEASE, DISCHARGE and COVENANT NOT TO SUE HAMBURGER ASIA SDN. BHD., EVENT MEDIC**, the venue owner of the Event, and their respective owners, officers, directors, employees, contractors, representatives, agents and affiliates and, as applicable, any direct or indirect parent or subsidiary, predecessor, successor, heir, assign, media partners, associated charity, sponsor or medical providers of any of the foregoing (collectively, the "Releasees") **WITH RESPECT TO ANY SUITS, CLAIMS, OR LOSS AND ALL INJURY, DISABILITY, DEATH, AND/OR LOSS OR DAMAGE TO PERSON OR PROPERTY, IN CONNECTION WITH MY OR MY WARD'S PARTICIPATION IN THE EVENT, WHETHER ARISING FROM THE NEGLIGENCE OR WILLFUL CONDUCT OF THE RELEASEES OR OTHERWISE.** I further agree to indemnify, defend, and hold harmless Releasees from any loss liability, cost, claim and/or damages arising from Participant's participation in or association with the Event, including, but not limited to, reasonable attorney's fees.

(6) I, on behalf of myself, and/or my Ward, attest and verify that: (i) unless indicated below, I am over 13 years of age and am legally signing on behalf of myself or, if applicable, Ward; (ii) Participant is free from all illnesses (including, without limitation COVID-19), injuries and defects that could interfere with any person's (including his or her) safe participation in an Event; (iii) Participant is physically fit and sufficiently trained to participate in all activities associated with the Event; and (iv) on the date of the Event, Participant will possess and be covered by medical/health insurance, individually or as part of an organization. I

acknowledge that Participant, and I, as Ward's parent/ legal guardian (if applicable), am aware and informed of the inherent risks in participating in the Event and that Participant's participation in an Event is entirely voluntary.

(7) I, on behalf of myself, and/or my Ward, consent to administration of first aid and other medical treatment and related services, including evacuation/transport, in the event of injury or illness in connection with participation in the Event and hereby release and indemnify Releasees from any and all liability or claims arising out of such treatment and/or services. I further consent and agree to obtain, furnish and allow, if required, the use and disclosure of my personal health information by such providers in connection with rendering services and or treatment, and to sign any additional documents that may be requested by such providers, in connection with such information or services.

(8) The Releasees reserve the right, in their sole determination, to postpone, cancel, or modify the Event due to factors beyond the control of the Releasees, especially any such factors that might affect the health and/or safety of Participants, including, without limitation, cancellations due to COVID-19 related governmental regulations. Hamburger Asia will not be obligated to refund any Participant any registration fees due to a cancelled Event.

(9) I, on behalf of myself, and, if applicable, my Ward, irrevocably grant unlimited permission to Releasees to use, reproduce, sell, disseminate and distribute any and all photographs, images, videotapes, motion pictures, recordings, or any other depiction of any kind of Participant or my or Ward's participation in an Event or related activity for any legitimate purpose in perpetuity and I understand that Participant will not be entitled to any compensation in connection therewith. I further hereby irrevocably and absolutely grant permission to the Releasees to film, videotape and record the performance of the Participant in the Event and subsequently to telecast, sell, distribute, and otherwise utilize the same in whatever manner Releasees shall deem appropriate. Such permission shall include granting the unlimited and irrevocable rights to Releasees, without compensation of any kind to Participant, to use, reproduce or broadcast, Participant's name, nickname, image, likeness, voice, photograph, signature facsimile, and biographical information in connection with the Event. I acknowledge that Releasees shall have unlimited right throughout the world to copyright, use, reuse, publish, republish, broadcast and otherwise distribute depictions of or information about Participant and all or any portion of the Event in which Participant may appear on any and all radio, network, cable and local television programs and in any print materials and in any other format or media (including electronic media) now known or hereafter devised in perpetuity and without compensation to Participant.

(10) In consideration and in return for being allowed to participate in the Event, Participant releases and agrees not to sue the Releasees from all present and future claims regarding Participant's participation in events organized by the Releasees, including the Event, by Participant and his/her heirs, assigns, spouses, partners, personal representatives and/or next of kin.

(11) If any of the provisions of this Waiver is held by a court or arbitrator to be invalid, void, or unenforceable, the remainder of the provisions herein shall remain in full force and effect and shall in no way be affected, impaired, or invalidated. This Waiver is binding on and shall inure to the benefit of the Releasees and me and our respective heirs, personal representatives, executors, successors, and assigns.

(12) This Waiver, and any dispute with respect thereto, shall be governed by and construed in accordance with the laws of the State of Delaware (regardless of the laws that might otherwise govern under applicable Delaware principles of conflicts of law).

(13) **Mediation:** If a dispute arises out of or relates to this Waiver, or the Participant's involvement in an Event, and if said dispute cannot be resolved or settled through negotiation, Participant, individually and on behalf of all of her/his heirs, personal representatives, executors, successors and assigns, agrees that prior to the filing of any arbitration, or other legal action consistent with the provisions of this Waiver, that Participant will first attempt, in good faith, to settle the dispute by non-binding mediation administered by the Asian International Arbitration Centre. The mediation shall take place in Kuala Lumpur, Malaysia and shall be facilitated by a neutral appointed by the Asian International Arbitration Centre. The costs of such mediation shall be shared equally by the parties thereto.

(14) **Arbitration:** All controversies, disputes or claims arising out of or related to this Waiver, to the extent not first resolved through negotiation and mediation, will be submitted to and for binding arbitration in front of a single arbitrator of the Asian International Arbitration Centre, conducted in accordance with the Asian International Arbitration Centre's then-current Consumer Arbitration Rules, at the Asian International Arbitration Centre's offices in Kuala Lumpur, Malaysia. All matters related to arbitration will be governed by Malaysia Law.

The arbitrator will have the right to award or include in the award any relief which the arbitrator deems proper in the circumstances, except that the arbitrator does not have the right to award exemplary, punitive, penal or multiple (e.g. double or treble) damages. The award and decision of the arbitrator will be conclusive and binding upon all parties hereto and judgment upon the award may be entered solely in the Malaysia Court.

The arbitrator will not have the authority or right to add to, delete, amend, or modify the terms, conditions, or provisions of this Waiver. All findings, decisions and awards of the arbitrator will be limited to the dispute(s) set forth in the written demand for arbitration (and any submitted counterclaim), and the arbitrator will not have authority to decide any other issues unless the parties to the arbitration mutually agree thereto.

Participant, individually and on behalf of all of her/his heirs, personal representatives, executors, successors and assigns, acknowledges and agrees that any arbitration will be conducted only on any individual, not a class-wide, basis, and that an arbitration proceeding initiated by Participant and/or her/his heirs, personal representatives, executors, successors and assigns, may not be consolidated with any other arbitration proceeding. No findings, conclusions, orders or awards emanating from any arbitration proceeding conducted hereunder may be introduced, referred to, or used in any subsequent or other proceeding as a

precedent, to collaterally estop any party from advancing any claim or defense or from raising any like or similar issues, or for any other purpose whatsoever. The principles of collateral estoppel shall not apply in any arbitration proceeding conducted under this section.

Further, Participant, individually and on behalf of all of her/his heirs, personal representatives, executors, successors and assigns, acknowledges and agrees that notwithstanding any provision of law which provides for a longer limitations period, neither Participant nor Participant's heirs, personal representatives, executors, successors and assigns will bring, commence, or maintain an action or claim of any kind, in connection with liability or obligation in connection with this Waiver, or otherwise, unless brought before the expiration of the earlier of: (i) one (1) year after the date of discovery of the facts resulting in such alleged liability or obligation, or if earlier, the date such facts should or could have been discovered with reasonable diligence; or (ii) eighteen (18) months after the date of the first act or omission giving rise to such alleged liability or obligation. Actions and claims brought or asserted after expiration of the applicable limitations period shall be barred.

Data Protection and Marketing: This Privacy Policy sets out how we collect, store and handle personal information (as defined below) of individuals in accordance with the Personal Data Protection Act 2010 ("PDPA") and the laws of Malaysia. By providing your Personal Information to us, you are consenting to this Privacy Policy and the collection, use, access, transfer, storage and processing of your personal information as described in this Privacy Policy.

1) **Our Commitment To You** We value your trust and are committed to protecting your personal information. To ensure that you can make informed decisions and feel confident about supplying your Personal Information to us when using any of our websites, Products and/or Services, we provide you with this Privacy Policy outlining our practices and the choices you have concerning how your Personal Information is being collected and used by us.

2) **Defining Personal Information** Personal information refers to any information which relates directly or indirectly to you. This includes any information that can be used to distinguish, identify or contact you. For the purposes of this Privacy Policy, personal information encompasses sensitive personal information which relates to information relating to your health, political opinions, religious beliefs, etc. For the avoidance of doubt, please note that this Privacy Policy is applicable only if you are a natural person / an individual.

3) **What Kind of Personal Information We Collect** In order for us to provide you with our Products and/or Services and to operate in an efficient and effective manner by providing you with the best service possible, we need to collect relevant personal information from you. The personal information collected by us may include (but is not limited to) the following:-
- contact information such as your name, date of birth, identification supporting documents (including NRIC or passport number), gender, nationality and race, preferred language, current private and/or business address, installation address, telephone or mobile phone number, fax number, email address - your credit card information and bank account details - your mobile phone number
4) **When And How We Collect Your Personal Information?** We may collect personal information directly from you when you:-
- communicate with us (for example when you submit an application form to receive our newsletter, or when you contact us for any enquiries) - enter into or participate in any competitions, contests or loyalty programmes run/organised by us - register interest and/or request for information of (through our online portals or other available channels) or subscribe to our Products and/or Services - respond to any marketing materials we send out - commence a business relationship with us (for example, as a service provider/business partner) - visit or browse our websites - lodge a complaint with us - provide feedback to us (for example via our websites or in hard copy)
Other than personal information obtained from you directly (as detailed above), we may also obtain your personal information from third parties we deal with or are connected with you (credit reference agencies or financial institutions), and from such other sources where you have given your consent for the disclosure of information relating to you, and/or where otherwise lawfully permitted.

5) **How We Use Your Personal Information** We may collect and use personal information from you or from the category of third parties identified in this Privacy Policy, for one or more of the following purposes:-
- to verify your identity - to assess and process your application(s) /request(s) for our Products and/or Services - to provide you with the Products and/or Services you have requested - to keep in contact with you and provide you with any information you have requested - to engage in business transactions in respect of Products and/or Services to be offered and provided to you - to establish and better manage any business relationship we may have with you - to process any communications you send us (for example, answering any queries and dealing with any complaints and feedbacks) - to conduct marketing activities (for example, market research) - to maintain records required for security or other legal purposes - to comply with legal and regulatory requirements for any other purposes that is required or permitted by any law, regulations, guidelines and/or relevant regulatory authorities

6) **Disclosure of Your Personal Information** As a part of providing you with our Products and/or Services and the management and/or operation of the same, we may be required or need to disclose information about you to the following third parties:-
- law enforcement agencies - government agencies - companies and/or organisations that act as our agents, contractors, service providers and/or professional advisers - companies and/or organisations that assist us in processing and/or otherwise fulfilling transactions and providing you with Products and/or Services that you have requested or subscribed for - our business associates and other parties for purposes that are related to the purpose of collecting and using your personal information - other parties in respect of whom you have given your express or implied consent subject at all times to any laws (including regulations, guidelines and/or obligations) applicable to TM

7) **Direct Marketing** We may use your personal information to provide you with information about our and third party services and/or products, which may be of interest to or benefit you, except where otherwise requested or notified by you. In certain instances, we may disclose your personal information to our preferred merchants and strategic partners. We take reasonable steps to ensure that our agreements with our merchants and/or strategic partners include appropriate privacy and confidentiality obligations. The information which you have provided in this form may be used by Hamburger Asia Sdn bhd its agents, and its related companies to keep you updated with important announcements, information and news about the Company, its products, services, promotions and offers from time to time. You may withdraw your consent to any of the above communications by emailing us at ask@toughmudder.my

8) **Your Obligations** You are responsible for providing accurate and complete information to us about yourself and any other person whose personal information you provide us and for updating this personal information as and when it becomes incorrect or out of date by emailing ask@toughmudder.my This obligation is a condition to the provision of our Products and/or Services to you and/or any other person authorised or permitted by you or your organisation/company to use the Products and/or Services. In the event you may need to provide us with personal information relating to third parties (for example about your spouse or children or where you are the designated person in charge (from an organisation or company) for dealing with us, if you are acquiring and are responsible for a service and/or product that they will use), you confirm that you have (i) obtained their consent or otherwise entitled to provide their personal information to us and for us to use accordingly, and (ii) informed them to read

this Privacy Policy at our website at www.toughmudder.sg 9) Online Dealings With Hamburger Asia Sdn Bhd; Cookies : We collect information about your use of our websites from cookies. Cookies are packets of information stored in your computer which assist your website navigation by customizing site information tailored to your needs. Cookies in themselves do not identify the individual user, just the computer used. You are not obliged to accept cookies. If you are concerned, you can set your computer either to accept all cookies, to notify you when a cookie is issued, or not to receive cookies at any time. However, rejection of cookies may affect your use of our websites as we will be unable to personalize aspects of your use of the website. Links to Third Party Websites Please be informed that this Privacy Policy applies solely to TM Websites and does not apply to any third party websites you may access from our websites. To determine how they deal with your Personal Information, you should ensure that you read their respective privacy policies. 10) Transfer Of Your Personal Information Outside Malaysia It may be necessary for us to transfer your personal information outside Malaysia if any of our service providers or strategic partners (“overseas entities”) who are involved in providing part of TML Products and/or Services are located in countries outside Malaysia or if you use the Products and/or Services from a country other than Malaysia. You consent to us transferring your personal information outside Malaysia in these instances. We shall take reasonable steps to ensure that any such overseas entities are contractually bound not to use your personal information for any reason other than to provide the Products and/or Services they are contracted by us to provide and to adequately safeguard your personal information. 11) Updates To Our Privacy Policy We may amend this Privacy Policy from time to time and the updated version shall apply and supercede any and all previous versions. Please check our website for information on our most up-to-date practices. 12) Our Contact Details Should you have any queries, concerns or complaints in relation to this Privacy Policy , kindly email us at ask@toughmudder.my

I HAVE READ AND FULLY UNDERSTAND THIS WAIVER. I UNDERSTAND THAT I HAVE GIVEN UP, ON BEHALF OF MYSELF AND MY WARD, SUBSTANTIAL RIGHTS BY CLICKING ACCEPT, AND ACCEPT IT FREELY AND VOLUNTARILY.