

Terms and Conditions

Introduction

The Pet Charity Fun Run 2024 (“Event”) is organised by FA Event Management [CA0379044-A] (“the Organiser”).

The Event is open to all residents of Malaysia (Malaysians and non-Malaysians).

Event Dates

This Event will be held on-

(a) 22 June 2024

Categories

1. The categories of activities during the Event and the eligibility of Participants who may register for the categories :

a) 5KM Fun Run – Adults

b) 5KM Fun Run – Kids

Registration for categories

2. Participants may register for the Event for the categories, by completing and submitting the online registration form on www.petcharityfunrun.com.my (“Event Official Website”) starting

from 24 March 2024 and making the required fee payment as follows:

a) 5KM Fun Run – Adults RM45

b) 5KM Fun Run – Kids RM30

There will not be any registration for both categories during or at the Events.

3. The Participant’s registration for the Event for both categories will be confirmed upon receipt of a confirmation slip (“Confirmation Slip”), which will be sent to the email address registered

with the Organiser. The Participant shall inform the Organiser via petcharityfunrun@gmail.com (“Official Email”) if the Participant does not receive the Confirmation Slip or is unable to download the Confirmation Slip from the Event Official Website. If there is discrepancy in the

Confirmation Slip, the Participant is to report such discrepancy to the Organiser within 5 working days.

4. The Confirmation Slip is the only valid proof of confirmed registration and to be used for the

collection of an entry pack for the Event which consists of the event jersey and bib ("Event Entry Pack").

5. Event Entry Packs may be collected at venues and on dates to be confirmed in the Confirmation

Slip. If the Participant neglects to do so, the Organiser is entitled to dispose or redistribute such

Event Entry Packs without any further liability to the Organiser.

6. The Participant acknowledges that the entry fee and the transaction cost (if any) of the Event,

is non-refundable, non-transferable and non-deferrable even if the Participant does not eventually take part in the Event for any reason.

7. A Participant is strictly prohibited from transferring their registration to another party or change

Event categories after their registrations are confirmed.

8. The Participant must wear the bib on his/her chest at all times during the Event. The Organiser will not be responsible for any Participant that is running without the assigned bib.

9. All finisher's medals for both categories must be collected on Event day itself. No requests thereafter will be entertained.

Rules for all categories of the Events

10. There will be road closures for the routes and locations of the Event. Participants who are still

on the route or location after the Event do so at their own risk.

11. Participants must follow their respective routes and the direction of the Organiser, its employees, representatives or its agents.

12. A Participant must retire from the Event immediately, if required to do so by the Organiser, its employees, representatives or its agents.

13. Prams, bicycles, in-line skates, shoes with built-in or attached rollers and any other wheel- run

objects (motor-powered or otherwise) are not allowed other than official Event and medical vehicles.

14. Participants shall, and where the Participant brings children to the Event, shall ensure that

the children, observe and obey all rules and regulations of the Event,

instructions or directions given by the Organiser, its employees, representatives or its agents.

15. The Participants' children may participate in activities during the Events with supervision of the Participant at all times. Participants must ensure and be responsible over their children's behavior at all times.

16. Participants must be physically fit, have sufficiently prepared or trained for participation in the Event, and have not been advised to refrain from participating in any physical activities by a qualified medical professional. Participants must have no health-related reasons, physical conditions, disability or problems, which may increase the normal risks associated with the activities during the Event and would preclude their participation in this Event.

17. Participants consent and consent for their children who attend the Event to receive medical treatment that may be deemed advisable in the event of injury, accident, and/or illness during the Event.

Organiser's Rights

18. Participant agrees to provide true, accurate, current and complete information in the registration for the Event. 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 or participation in the Event.

19. 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.

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

21. The Organiser reserves the right to amend the Event routes as they deem fit for the safety of the Participants and/or to prevent any potential hazards in the running of the Event. 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 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.

Risk, Release and Indemnity

22. Whilst every reasonable precaution will be taken by the Organiser to ensure the Participants' and their children's safety, Participants participate at their own risk. 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 Organiser, its holding, subsidiary or related companies as defined in the Companies

Act 2016, their directors, officers, employees, agents, sponsors and/or representatives shall not be responsible or held liable to any Participant in respect of any loss or damage whatsoever which is suffered, including but not limited to indirect or consequential losses, or for personal injury suffered or sustained by the Participant arising out of or in connection with the participation of the Participant in the Event, as well as the redemption and/or utilisation of any prize won or Event Entry Pack.

24. Each Participant agrees to indemnify, release and hold harmless each of the Organiser, its directors, officers, employees, agents, sponsors and/or representatives against any and all losses, rights, claims, actions and damages (including special, indirect and consequential damages) arising from or incurred as a result of the Participant's participation in the Event, any liability arising from the negligence or fault of any third party, acceptance of any Prize, and/or the use of the Participant's entry and/or likeness in connection with the Event or violation of the Terms and Conditions.

25. For the surfskate, Zumba, and other available engagement sessions made available during the Event, the Participant understands that the act of participating in such activities necessarily involves known and unknown risks of injury, which includes but not limited to death, permanent or temporary paralysis, disability, disease, illness, physical or mental damage, or other injury, as well as damage to equipment and personal/third-party property. Some of these risks include the risks inherent in the activities such as falling and coming into contact with floor and walls, latent or apparent defects or conditions in equipment or property, and passive or active

negligent acts of the Participant. The Participant understands that the above list of risks are not complete or exhaustive and that those and other risks known or unknown may also result in injury, death, illness, disease or damage to the Participant, the Participant's property, children or third parties. The Participant voluntarily agrees to accept all risks associated with the activity and assume responsibilities for any injury, death, illness, disease or damage to the Participant, the Participant's property, children or third parties. I further understand that the Organiser assumes no liability for loss, damage, or any kind of injury sustained by myself or my property while participating in the engagement activities.

26. The Participant agrees that the clauses relating to release and indemnity here shall extend to the children which the Participant is bringing for the Event at the Participant's own risk.

27. The Organiser and Participants do not owe each other a duty of care in light of the contractual relationship. All parties' obligations and liabilities are limited to the performance of the strict contractual terms expressly set out here.

Conditions of Entry

28. The Organiser reserves the right in its sole discretion, without prior notice, and without any liability to any person, at any time to change the Terms and Conditions including to change the Event Dates, Event Entry Pack or other items given during the Event, make substitutions, cancel, terminate or suspend the Event in whole or in part. In the event of any changes to the Terms and Conditions, Participants agree that their continued participation in the Event will constitute their acceptance of the Terms and Conditions (as changed).

29. The Organiser's decision on all matters relating to the Event including judging and selection of winners during the Events will be final, binding and conclusive on all Participants, and no correspondence or appeals will be entertained.

30. By submitting an entry to the Event, Participants are deemed to have understood and agreed to be bound by the Terms and Conditions.

31. All costs and expenses incurred and/or arising from the participation in the Event, including without limitation, telecommunications, network, short messaging services, postal and all such other charges and out-of-pocket expenses as may be incurred by a Participant during or in connection with the Event shall be borne by the Participant.

32. Proof of submission of an entry is not proof of receipt, and the Organiser shall not be liable for any delay, lost, damaged and/or non-receipt of submissions. The Organiser is not responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, unauthorized access to, or alteration of, user or member communications, or any problems or technical malfunction of our telecommunications network or lines, computer online systems, servers or providers, computer equipment, software, failure of e-mail or players on account of technical problems or traffic congestion on the Internet.

33. The following groups of persons shall be eligible to participate in the Event:

- (a) Employees of the Organiser and its group of companies and their immediate family members (spouse, children, parents, siblings, and their spouses); and
- (b) Employees of the Organiser's agencies associated with the Event and their immediate families (spouse, children, parents, siblings, and their spouses).

34. The following entries will be disqualified:

- (a) unclear, incomplete, duplicate, copies, illegible or incorrect entries; and/or
- (b) entries that violate the Terms and Conditions, any applicable laws and/or regulations.

35. In addition, the Organiser reserves the right to disqualify any Participant that:

- (a) undermines, has or attempted to undermine the operation of the Event by fraud, cheating or deception; and/or
- (b) are not eligible or unable to provide proof of eligibility to participate in

the Event for verification by Organiser when requested.

36. In the event of a disqualification after any prize has been awarded, the Organiser reserves the right to demand for the return of the prize or payment of its value from the disqualified Participant.

37. The Organiser, its agents, sponsors and representatives shall have no liability to any Participant who defaults in collecting the prizes (including Event Entry Pack or other items given during the Event) in accordance with the prize claim/delivery date in any respect whatsoever. The Organiser reserves the right to determine how uncollected prizes will be dealt with.

38. The Organiser reserves the right to substitute any one of the prize(s) with items of equivalent value at any time without prior notice. Prizes are strictly not transferable, assignable, exchangeable or redeemable by the Participant in any other form or manner other than that specified by the Organiser.

39. Any additional costs not specifically stated in these Terms and Conditions in relation to a prize shall be the responsibility of the Winner.

40. Prize(s) are given out on an "as it is" basis. The prize shall be used/taken entirely at the risk of the Participants and the Organiser excludes all warranties and liabilities in connection with the prize to the fullest extent permitted by law.

41. Prizes must be claimed in person unless the Organiser prescribes other modes of collection.

42. Where a Participant is under the age of 18 years of age and is declared a prize winner, the Participant must be accompanied by their parent/legal guardian throughout the prize fulfilment.

43. The Organiser may use a Participant's entry including without limitation, photos, drawings, text, and any other content or information submitted for purposes of the Event (collectively the "Materials"), and the Participant's name, and/or likeness, for advertising, publicity and promotion of any goods or services of the Organiser, for an unlimited time throughout the world

without compensation, and in any media. The Participant shall do all things necessary to give effect to this if requested by the Organiser.

44. The Participant agrees that all intellectual property rights in any contents and/or materials submitted, made or created by the Participant in connection with the Event and any derivative works arising there from will perpetually and unconditionally be vested in, assigned to and owned by the Organiser. The Organiser has the right to use and modify such materials or works in any way it deems fit without compensation to the Participant and the Participant waives all rights he or she may have in such materials or works.

45. During the Event, the Organiser may record photographs or videos of Participants and children.

The Participants agree and consent to the Participant and children's voice, name, photograph and/or video being used by the Organiser for purposes of marketing without any compensation to the Participant or children, in any format.

46. The Organiser, its agents, sponsors and/or representatives shall not be liable to perform any of their obligations in respect of the Event and the Terms and Conditions where they are unable to do so as a result of circumstances beyond their control and shall not be liable to compensate the Participants in any manner whatsoever in such circumstances.

47. Any names, trademarks or logos used and or reproduced in any materials (including marketing and promotional materials) in connection with this Event, in particular that relates to the prize, are the properties of their respective owners. This Event and the Organiser are not affiliated with, or endorsed or sponsored by, the relevant owners, unless otherwise communicated, and such owners are not part of the Organiser's group of companies.

48. The Participants shall not be entitled to assign any of the rights or sub-contract any of the obligations herein. The Organiser shall be entitled to assign or sub-license the whole or any part of its rights hereunder to any third party as may be determined by the Organiser.

49. The invalidity, illegality or unenforceability of any terms hereunder shall not affect or impair the continuation in force of the remainder of the Terms and Conditions of the Event.

50. Where the Terms and Conditions of the Event is prepared in English and any other language(s) in the event of any inconsistency between the English language and the other language(s), the English language version shall prevail and govern in all respects.

51. The Terms and Conditions of the Event shall be construed, governed and interpreted in accordance the laws of Malaysia.