Terms & Conditions

Please read all the terms and conditions ("Terms") carefully. Everyone who registers to participate in BROWN KALER FUN RUN ("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) ("Participant") declares and acknowledges to have read, understood, and agreed to the Terms below and undertakes to comply with and be bound by the same.

- 1. BROWN KALER FUN RUN ('Event') is held by Jabatan Belia dan Sukan Negeri Selangor, Majlis Bandaraya Shah Alam & Kelab Olahraga Alpha ('Organiser').
- 2. The Event will be held on 14TH December 2025 ("Date"). The Organiser reserves the right to postpone or cancel the Event at any time.

3. Eligibility:

- 1. The Event is open to all, and each participant attends the Event on his or her own free will.
- 2. The 5KM and 3KM is open to all. No age limit. Participants of age below 16 years old MUST be accompanied by at least ONE adult participant of 18 years old and above of the same category who will always be responsible for their safety. If the guardian/parent decide to register for another category or choose not to participate, the child's safety will not fall under the supervision of event organizers. Guardians/parents will be entirely responsible for the safety of their kids/children and organiser bare no responsibilities for any incident during the event day.

Lucky Draw Prizes Winners:

- 3. Winners must be personally present to collect their prizes after the race upon the announcement of results. All uncollected prizes will be forfeited.
- 4. The Organiser reserves the right to request for the winners' identity card or passport for age verification.

Event Registration

- 1. By signing up for and providing any information, personal or otherwise, to gain access and to participate in the Event or any activities relating to the Event, the participant is deemed to have given express permission to the Organiser and Event partners and sponsors (if any) to use such personal information for marketing, statistical and planning purposes.
- 2. By signing up for and providing any information, personal or otherwise, the participant agrees to provide his/her name and personal details to the insurance partner of the event for the purchase of Group Personal Accident Insurance (compulsory by the Sports Commissioner).
- 3. The Organiser reserves the right to contact the participant from time to time by any means. Any notice sent to the email address registered with the Organiser shall be deemed as received by the participant.
- 4. If a participant provides any information that is untrue, inaccurate, outdated, or incomplete, the Organiser may suspend or terminate the participant's registration and refuse all current or future use of any components of the Event. There will be no fee refund upon such suspension or termination of the participant's registration.

- 5. The Organiser will not entertain or be in any way responsible for any disputes arising from incomplete or inaccurate Registration Data in the Event registration form completed by the participant.
- 6. Once the participant's registration has been duly processed, there will be no refund for any participant who does not eventually take part in the Event for whatever reason.
- 7. All T-Shirt measurements are subject to 0.79+/- inch tolerance.
- 8. All colour; design and material of merchandises are subject to change without notice.
- 9. There will be no refund on 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.

Event Participation

- 1. Bib given to the participants during the Entry Pack Collection are compulsory to be always worn during the Event. Entry will be prohibited otherwise.
- 2. While every reasonable precaution will be taken by the Organiser to ensure the participants safety, participants attending the event is solely at their own risk and the Organiser will not be responsible or held liable for any injury or death however arising from training for, during or after participation in the Event. Participants are strongly encouraged to go for a medical examination and/or to consult their medical practitioner prior to registration and before the actual Event Day.
- 3. It is the sole responsibility of every participant to inform the medical staff/safety marshal of the session regarding any injury or reason that they cannot exercise.
- 4. Should any participant feel fatigue, restless, or an injury at any time during or before the session, they must immediately inform the medical staff/safety marshal and refrain from joining the session.
- 5. Participant must retire from the session immediately, if required to do so by any member of the official medical staff/safety marshal.
- 6. The Organiser cannot be held responsible for lost, damaged or stolen property during the session.
- 7. The Organiser reserves the right to amend the Rules and Regulations of the Event which will be reflected on the Event's Registration Platform, and it is the responsibility of all the participants to keep abreast with any changes.
- 8. The Organiser reserves the right to change the date, venue or to cancel the Event at any time without prior notice to the participants, in which case the Organiser will make every effort to inform the participants prior to the Date. If the Event must be cancelled, there shall be NO refund of fees, and the Organiser shall not be liable for any other loss or inconvenience caused.
- 9. The Organiser is not responsible for any error, omission, interruption, deletion, defect, delay 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 network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or traffic congestion on the internet and/or the Event's Official Website.
- 10. Participants must ensure that they have read and understood the Personal Data Protection Notice on the collection, retention, use, disclosure, and management of the Participant's personal data. By reading and agreeing to it, Participants agree to authorise and allow the Organiser and/or any of its subsidiary companies to collect, retain, use, and disclose the Participant's personal data for the purposes mentioned in the Personal Data Protection Notice.
- 11. Uncollected race packs will be held for a period of one month from the collection date. After this period, unclaimed race packs will be forfeited.

Participant Waiver

- 1. By participating I/we accept all risks necessarily resulting from my participation, which would result in loss of life or permanent injury. Accordingly, I will not hold liable all people associated with the conduct of events and will release them against all matters arising from my participation in event. For clarification, the people released include event organisers, promoters, sponsors, managers, officers, employees, agents, contractors and volunteers including event medical and paramedical personnel and every personnel invited and asked to be involved in the event by the organisers. This release and indemnity continue forever and binds my heirs, executors, personal representatives, and assignees.
- 2. I/we understand that I park my vehicle at my own risk and assume organisers to not hold any responsibility for loss of or damage to my vehicle.
- 3. I/we acknowledge that the event involves real risk of serious injuries, or risk of death, from various causes including overexertion, equipment failure, dehydration, accidents with other competitors, spectators, and road users, the course and weather conditions, just to name a few.
- 4. I/we understand that I should not participate in the event unless I have prepared appropriately and my physical condition has been verified by a medical practitioner.
- 5. I/we understand that the information that I have provided herein will be included in the organizer's database. I also understand that information of a biological nature including my name, date of birth, home state, results, career highlights and interests may be released to the media in response to general requests.
- 6. I/we agree to abide by all the Rules of organisers which relate, in part, to safe and fair sporting practices.
- 7. I/we grant organisers unconditional rights to use at their discretion photographic pictures and personal information in any form of media, art, advertising, trade, visual documentary, promotional material, merchandise or film coverage of any kind without compensation to me. I also waive the right to inspect and/or approve the finished product or the copy that may be used in connection therewith, or the use to which it may be applied.
- 8. I/we have permission from my family and related sport associations to compete in this event.