

## KL WorKIT – Terms & Conditions

### 1. Acceptance of Terms & Entire Agreement

- **Acceptance:** By completing the registration process via the Race X Asia platform, the participant acknowledges that they have read, fully understood, and explicitly agree to be bound by these Terms & Conditions.
- **Right to Update:** The Organiser reserves the right to amend or update these Terms & Conditions at any time. Participants will be notified of material changes, and continued participation in the event constitutes acceptance of the revised terms.
- **Entire Agreement:** These Terms & Conditions constitute the entire agreement between the participant and the Organiser, superseding all prior representations.

### 2. Eligibility

- This event is open to participants of all ages. Limited to 300 participants per day.
- There are no T-shirt & Medal for this event.
- Any participant under the age of 18 (including infants and toddlers) must be registered by, and accompanied at all times by, a parent or legal guardian.
- By bringing a minor to the event, the parent or legal guardian explicitly agrees to these Terms & Conditions on the minor's behalf. The parent/guardian assumes full legal and financial responsibility for the minor's safety, conduct, and any medical costs incurred.
- **Strollers & Mobility Aids:** While strollers and mobility aids are generally permitted, the Organiser reserves the right to restrict them from specific activity zones, circuits, or crowded areas for safety and operational reasons.

### 3. Registration, Platform & Fees

- Free registration (Subject to Admin fee charges) and payment processing are handled by a third-party platform (Race X Asia). Participants are also subject to Race X Asia's separate terms of service. In the event of any conflict between platform terms and these terms regarding the physical event, these KL WorKIT Terms & Conditions shall prevail.
- The Organiser is not liable for any technical failures, payment disputes, or data breaches arising directly from the use of the Race X Asia platform.
- While access to the KL WorKIT event itself is complimentary, the administrative, processing, or platform fee charged by Race X Asia during registration is **strictly non-refundable** under any circumstances, including but not limited to event cancellation, postponement, personal withdrawal, or denial of entry.

### 4. Health, Safety & Indemnity

- **Medical Declaration:** By registering, participants explicitly confirm they have no undisclosed pre-existing medical conditions, illnesses, or physical limitations that would make their participation dangerous to themselves or others.
- **Assumption of Risk:** Participants take part voluntarily and entirely at their own risk. All activities are optional and should be completed at the participant's own pace.
- **Indemnity:** To the fullest extent permitted by law, participants agree to waive, release, and discharge the Organiser, its affiliates, sponsors, and event staff from any and all claims, liabilities, damages, or losses arising from ordinary negligence during the event. Participants further agree to indemnify the Organiser against claims brought by third parties arising from the participant's actions.
- **Medical Consent:** In an emergency, the Organiser reserves the right to authorize medical treatment or transport. The participant assumes full financial responsibility for any associated medical or transport costs incurred.

## 5. Wellness Activities & Screenings

- Complimentary wellness checks and activities are available on a **first-come, first-served basis**, strictly subject to operational capacity.
- **Queue & Capacity Management:** The Organiser reserves the absolute right to manage queues, close screening stations early, or substitute activities without prior notice based on demand, safety, and operational limits.
- **Medical Disclaimer:** Any wellness screenings, checks, or fitness assessments provided at the event are for general wellness awareness and educational purposes only. **Results do not constitute medical advice, diagnosis, or treatment.** The Organiser disclaims all liability regarding the accuracy or reliability of these complimentary screenings.

## 6. Conduct, Security & Personal Property

- Participants must follow instructions from event staff and security personnel at all times.
- **Right of Refusal & Venue Rules:** The Organiser reserves the absolute right to refuse entry or remove any participant deemed intoxicated, disruptive, failing to comply with safety instructions, or found to be in possession of prohibited items (including but not limited to alcohol, illegal substances, and weapons). Furthermore, in strict compliance with local laws, smoking and vaping are strictly prohibited within the event venue and KLCC park grounds.
- **Personal Property:** The Organiser bears no responsibility or liability for any lost, stolen, or damaged personal belongings or property brought to the event venue.

## 7. Media, Publicity & Intellectual Property

- **Organiser Media Rights:** By participating, participants grant the Organiser and its affiliates irrevocable consent to the capture and use of their photos,

videos, and likeness taken during the event for promotional and marketing purposes without compensation.

- **Participant Restrictions:** Unauthorised commercial photography, commercial filming, and the use of drones at the event venue are strictly prohibited.
- **Participant Privacy:** While the event is public, participants are expected to respect the privacy of others. Capturing photos or videos of other participants receiving medical or wellness checks without their explicit consent is strictly prohibited.
- **Intellectual Property:** All event branding, proprietary formats, logos, and sponsor activations are the intellectual property of the Organiser or its partners. Commercial use or monetization of event branding or captured content is strictly prohibited.

## 8. Event Changes & Force Majeure

- The Organiser reserves the right to amend event details, schedules, activities, or the venue where necessary.
- **Force Majeure:** The Organiser shall not be liable for any event delays, modifications, or cancellations resulting from Force Majeure events (e.g., severe weather, pandemics, government directives, natural disasters). In such events, the Organiser accepts no liability for personal costs incurred, and the Race X Asia administrative fee remains strictly non-refundable.

## 9. Personal Data Protection (PDPA)

- By registering, participants consent to the collection, use, processing, and storage of their personal data by the Organiser in accordance with the Personal Data Protection Act (PDPA) 2010 of Malaysia for event administration and safety management.
- **Sponsor Data Sharing:** Participants also consent to the Organiser sharing relevant registration data with official KL WorkKIT sponsors and third-party partners for related promotional and marketing communications, subject always to PDPA compliance.

## 10. General Provisions

- These Terms & Conditions are governed by the laws of Malaysia.
- If any specific rule within this document is found to be invalid or unenforceable, the rest of the Terms & Conditions will still apply and remain in full effect.