**RULES & REGULATIONS**

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**ORGANISER & ELIGIBILITY**

**MALAYSIA AKTIF 2026** (hereinafter referred to as the "Event") is co-organised by **Kita Pelari Malaysia and Jabatan Belia dan Sukan Wilayah Persekutuan Kuala Lumpur** (hereinafter referred to as the "Organiser"), sanctioned by **Persatuan Olahraga Wilayah Persekutuan**, with technical management by **Pure Events** (hereinafter referred to as the "Technical Organiser").
The Event is supported by **Kementerian Belia dan Sukan Malaysia**, and **Dewan Bandaraya Kuala Lumpur (DBKL)**.

1. **Eligibility:** The Event is open to Malaysian citizens and non-Malaysian residents with valid residency status in Malaysia, aged five (5) years and above, subject to the applicable age requirements and eligibility criteria for each race category.

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**2. EVENT**

The Event will be organised as per the details below:

a) **Run Kit Collection**

🗓 Date:
🕐 Time:
📍 Venue:

*b)* **Event Day** | **EVENT CANCELLED DUE TO UNHEALTHY AIR QUALITY (HAZE)**

*The Organiser reserves the right to postpone or cancel the Event at any time.*

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**3. RUN KIT COLLECTION (RKC)**

4.1. All registered participants are to collect their run kit which include the Bib, T-Shirt and other packs as announced / stated officially in the registration portal. Date and venue will be announced in our Official Page.
4.2. Run kit will NOT be issued to the participants after the designated collection period.
4.3. For collection, please bring along the confirmation slip or NRIC/Passport for verification purposes.
4.4. The Organiser reserves the right to refuse participants without the required documents from collecting their run kit.
4.5. If participants are unable to collect their Race Kit in person, they may authorize a representative to collect on behalf.
4.6. **Important Notes**

*a) Appointed representative can collect up to a maximum of ten (10) run kits including their own, should they be a registered runner;*
*b) Strictly NO changes in T-Shirt sizes will be allowed;*
*c) NO late collection will be entertained;*
*d) Run Kit CANNOT be collected at the Event venue;*
*e) Run Kit NOT collected after collection period will be deemed as unwanted and the Organiser may dispose or re-distribute them accordingly;*

**4.7. Postage & Administrative Fees**

a) **Postage Fee – RM20**

Participants who are unable to collect their Run Kits during the designated collection period may submit a request for postage or delivery after the event.
Where such requests are approved by the Organiser, a postage and handling fee of **RM20 per participant** shall apply.

Postage or delivery services for uncollected Run Kits shall only be available **after the scheduled Event date**, with requests accepted for a maximum period of **fourteen (14) calendar days following the Event date**. Requests submitted after this period may not be accommodated.

Postage arrangements are subject to the availability of uncollected Run Kits, delivery service coverage, and the Organiser's operational arrangements.

b) **Administrative Fee – RM10**

An additional administrative fee of **RM10 per approved request** shall apply to participant-initiated changes or special administrative arrangements, including but not limited to:

i. Upgrading or changing registration categories;
ii. Correcting inaccurate or incomplete registration details;
iii. Requests for late collection or alternative collection arrangements;
iv. Transferring a successfully paid registration to another participant, where permitted; and
v. Other administrative amendments requiring additional verification or processing.

Any applicable difference in registration fees or other disclosed charges shall be payable separately.

c) **Approval and Non-Refundable Fees**

All requests are subject to the Organiser's approval, and fees paid for postage or administrative changes are **non-refundable**.

**4. DESCRIPTION FOR CATEGORIES.**

5.1. This event is open for age 5 and above.
5.2. By signing up for and providing any information, personal or otherwise, in order to gain access to the Event or any activity(ies) involving the Organiser and the Event sponsors (if any), the individual ("Participant") is deemed to have agreed to the following:
*a) The Personal Data of the Participant shall be used by the Organiser for the purposes of sending communication materials to the Participant, including but*

*not limited to, direct mailers, emails, Short Messaging Service and/or telephone calls.*

b) *The Organiser may engage the services of third parties to process the Participant's Personal Data. All such third parties are contractually obliged not to use the Participant's Personal Data for any other purpose, other than as specified herein.*

c) *The Participant has the right, at any time, to:*
   *(i) withdraw his/her consent for the use of the Personal Data;*
   *(ii) to request for any correction/update of his/her Personal Data Not 3rd Party;*
   *(iii) raise any general queries regarding the use of his/her Personal Data;*

by contacting the Organiser at the email: hello.fitmalaysia@gmail.com ("Official Email").

**6. LIABILITY & RESPONSIBILITY**

6.1. The Organiser shall take all reasonable precautions to keep the Participant's Personal Data secure and similarly require any third-party data processors to do the same.

6.2. The Organiser may release the Participant's Personal Data, if required to do so by applicable law or governmental regulation or by any competent body or authority.

6.3. The Organiser declares by virtue of being the Organiser, they may engage services of third parties at any point of time as deemed fit.

6.4. Participants must be certified fit to participate in this Event. The Organiser shall not be liable for any accident or mishap which arises as a result of non-disclosure of medical conditions by the Participants.

6.5. The Organiser reserves the right to modify or substitute any of these rules and regulations of the Event from time to time as they deem fit. If there is ambiguity in any of the provisions, the Organiser shall be the authority to interpret and in so doing, the Organiser will take into account the interests of all affected Participant.

6.6. The completion and the submission of the online registration form confirm the Participant's agreement to abide by the relevant rules and regulations of the Organiser. The Event's registration will be confirmed via the confirmation slip ("Confirmation Slip"), which will be sent to the email address registered with the Organiser. The participant shall inform the Organiser via Official Email if the participant does not receive the Confirmation Slip or is unable to download the Confirmation Slip from the Event's Official Website. If there is discrepancy in the Confirmation Slip, the Participant is to report such discrepancy to the Organiser within five (5) working days.

6.7. The Confirmation Slip is the only valid proof of confirmed registration and to be used for the participants' entitlements.

6.8. Participant agrees to provide true, accurate, current and complete information about the Participant. 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 and refuse any and all current or future use of the Event's Official Website (or any parts thereof).

6.9. Once a Participant's registration has been duly processed and confirmed, **NO REFUND** shall be provided if the Participant is unable to participate in the Event for any reason whatsoever, including circumstances arising from **Force Majeure**.

6.10. 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.

6.11. Participant is strictly prohibited from transferring their Event entries to another party or change Event categories after their registrations are confirmed.

6.12. The Organiser reserves the right to change the Date, venue or to cancel the Event at any time without prior notice to the Participant, in which case the Organiser will make effort to inform the Participant prior to the Date. If the Event has to be cancelled, there shall be NO refund of fees and the Organiser shall not be liable for any other loss or inconvenience caused. Any updates on the Event including any changes to the Terms & Conditions will be posted on the Event's Official Website. It is the responsibility of the Participants to keep abreast with such updates and changes. The Organiser shall not be liable for any loss or inconveniences caused.

6.13. There will be no refund of 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, flood, pandemic, endemic, storm, rain, extreme 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.

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

6.15. The Organiser reserves the right to cancel and/or add any Event category without giving any reasons whatsoever as well as provide prior notice to the Participant.

6.16. The Organiser shall not be liable for any loss and/or inconvenience caused during your walk/run.

6.17. Whilst every reasonable precaution will be taken by the Organiser to ensure the Participants' safety, Participant run at their own risk and the Organiser will not be responsible or held liable for any injury or death, damage or loss of property, whether personal or otherwise, suffered or caused, howsoever arising from training for, during participation, or after participation in the Event. Participant is strongly advised to go for a medical examination and/or consult their medical practitioner prior to registration and before the Event.

6.18. Please ensure to track your health record prior to Event Day.

6.19. The Organiser reserves the right to use any photographs (including those of Participant), motion pictures, recordings, or any other media records of the Event, for any legitimate purpose including commercial advertising and distribution to the Organiser.

6.20. Start and finish timing are based on the category you sign up.

## 7. ENTITLEMENTS

7.1. All Participants will receive Event T-Shirt, Event BIB and Light Refreshment as stated as per Term and Condition, and on Event Portal Registration based on the category his/her registered.

7.2. Once you have agreed to the Disclaimer and Waiver electronically, you acknowledged that you have read and understood the information presented to you as part of the registration process.

7.3. You accept and agree that the Event carry certain inherent dangers and risks which may or may not be readily foreseeable, including without limitation to personal injury, property damage including death.

7.4. In consideration of allowing the below undersigned participant or participants (here on known as "Participant") to complete or participate in any way in the above event and/or activities registered through this website, for himself/herself, his/her personal representatives, agrees as follows:

(a) The Participant fully and forever releases from all liability, including negligence, the event *organizer, online registration company, sub-contractors, all municipal agencies whose property or personnel are used, all Sponsoring and Co-Sponsoring companies or individuals related to the Event, and their respective employees, agents, volunteers and affiliates, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the Malaysia law in which the Event is conducted. (hereforth collectively refers to "Releases").*

(b) *The Participant waives the ultimate right to sue the Releases for any and all claims, demands, losses or damages of the Participant on account of any injury, including, but not limited to the death or injury of the Participant or damage to property, all of which is caused or alleged to be caused in whole or in part by the negligence of the Releases or otherwise.*

(c) *The Participant warrants that he/she is in good physical condition and have sufficient preparations and is able to safely participate in the Event. The Participant is fully aware of the risks and hazards inherent in participating in the Event, including the possibilities of serious physical trauma, injury or death.*

(d) *The Participant grants to the Organiser to the use of Participant's name and photographs in broadcasts, newspapers, magazines, brochures, internet website, and other media without compensation or prior notice.*

(e) *The Participant agrees to accept promotional materials/items from the Organiser.*

(f) *The Participant acknowledges that the entry fee and the transaction cost (if any) of the Event, is non-refundable, non-transferable and non-deferrable.*

(g) *The Participant acknowledges that the Organiser of the Event has the right to alter, change, cancel and/or postpone the Event as a result of circumstances that would direct affect or impact the Event which is or beyond control.*

## 8. FORCE MAJEURE – EVENT CANCELLATION

**8.1.** The Organiser reserves the right to postpone, modify, suspend, or cancel the Event due to circumstances beyond its reasonable control, including but not limited to **extreme weather conditions, very unhealthy haze or air quality, thunderstorms, floods, pandemics, public health emergencies, natural disasters, government directives, or other unforeseen circumstances** that may affect the safety of participants, officials, and the public.

**8.2.** In the event of cancellation due to Force Majeure, all successfully registered participants shall remain **entitled to receive their Run Kit**, including the **Official Event T-Shirt, Race Bib Number, and Finisher Medal**, subject to the availability of the items and the Organiser's announced collection or delivery arrangements.

**8.3.** As the Event involves advance commitments and expenditure for operational arrangements, production, logistics, and other preparations, **registration fees shall generally be non-refundable in the event of Force Majeure**.

**8.4.** The Organiser shall make reasonable efforts to notify participants of any changes or cancellation through its official communication channels and provide appropriate arrangements for Run Kit Collection.

**8.5.** All decisions shall be made in good faith, with **participants' safety and well-being as the Organiser's primary priority**, and in accordance with applicable laws and directives issued by the relevant authorities.