

## Terms & Conditions

Please read all of these terms and conditions (henceforth refer to as “Terms”) carefully. Each individual who register to participate (henceforth refer to as “Participant”) in the PRISON BREAKOUT RUN 2017 (henceforth refer to as “Event”) declares and acknowledges to have read, understood and agreed to the applicability of all of these Terms and undertakes to comply with and be bound by the same.

1. The PRISON BREAKOUT RUN 2017 is organised and solely owned by TRIO HAUZ SDN BHD. (henceforth refer to as “Organiser”).
2. The Event will be held on 5<sup>th</sup> November 2017 (“Date”).
3. For more details on the Event, please log on to official facebook page [www.facebook.com/prisonbreakoutrun](http://www.facebook.com/prisonbreakoutrun).
4. The Event is open to anyone aged 7 years and above (as at 31<sup>st</sup> December 2017).

### **Event Registration**

1. 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 “Participant” is deemed to have agreed to the following:

a. Given his/her consent, permission and authority to the Organiser, its agent(s) and/or contractor(s) to collect, process, organize and retain personal data relating to that Participant (“Personal Data”).

b. The Personal Data of the Participant shall be used by the Organiser for the purposes of:

- i. Sending communication materials to the Participant, including but not limited to, direct mailers, emails, short messaging service and/or telephone calls.
- ii. Statistical analysis for planning and improvement of the Event.

c. The Organiser may engage the services of third parties to process the Participant’s Personal Data as well as the production of essential items required for the smooth running of the Event (including printing of number bib etc) in or outside of Malaysia. For such purpose, Participant shall be deemed to have given his/her consent to the transfer of all or any Personal Data to any such third party’s location outside of Malaysia. All such third parties are contractually obliged not to use the Participant’s Personal Data for any other purpose, other than as specified herein or for the purposes of the Event.

d. 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 the Personal Data;
- iii. raise any general queries regarding the use of his/her Personal Data;

e. The relevant Participant shall be deemed to have withdrawn from participating in the Event if he/she withdraws his/her consent or authorization given as above at any time before the Event finishes.

f. The Organiser will take reasonable precautions to keep the Participant’s Personal Data secure and similarly require any third party data processors to do the same.

g. The Organiser will ensure that Personal Data is destroyed or permanently deleted if such Personal Data is no longer required for the purposes for which it was to be processed.

h. The Organiser may disclose or release the Participant's Personal Data, if the Organiser reasonably believe that it is necessary, desirable or required to do so by applicable law or governmental regulation or by any competent body or authority, or by legal process, or to respond to any claim, or to protect the rights, interest or property of the Organiser or others.

2. By virtue of being the Event owner, the Organiser may use services of third parties.

3. The Organiser reserves the right to modify or substitute any of these terms and conditions or any other rules and regulations of the Event at any given time as Organiser deem fit or necessary without prior notice. If there is ambiguity in any of the provisions of the Terms, the Organiser shall be the authority to interpret and in so doing, the Organiser will take into account the interests of all affected Participants. The decision of the Organiser shall be final and binding. Any update, modification or changes on the terms and conditions or any other rules and regulations of the Event will be notified on the Official Facebook Page and (unless otherwise stated) takes effect from the date of notification on the Official Facebook Page.

4. The Organiser reserves the right to change the Date, venue or to postpone or 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 postponed or cancelled, there shall be NO refund of fees and the Organiser shall not be liable for any loss or inconvenience caused. Participant acknowledges and agrees that the entry fee and any other transaction costs of the Event are nonrefundable, non-transferable and non-deferrable. Any updates on the Event including any changes to the Terms will be posted on the Event's Official Facebook Page. It is the responsibility of the Participant to keep abreast with such updates and changes. The Organiser shall not be liable for any loss or inconvenience caused.

5. There will be no fee refund if the Event is postponed or cancelled for reason of force majeure i.e. due to occurrence of any incident, condition or event that are beyond the reasonable control of the Organiser and which, in the Organiser's opinion, renders it impossible or unsafe to hold the Event.

6. No refund will be given if this event is cancelled by whatsoever unavoidable means not within the organiser's purview.

7. The Event is open to all individuals who reached the age stated in clause 4 above (as at 31<sup>st</sup> December 2017).

8. The completion and the submission of the online registration form confirm the Participant's agreement to abide by all of the Terms and any other 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 [info@checkpointspot.asia](mailto:info@checkpointspot.asia) if the Participant does not receive the Confirmation Slip or is unable to download the Confirmation Slip from the Event's Ticketing Official Website. If there is discrepancy in the Confirmation Slip, the Participant is to report such discrepancy to the Organiser within 5 working days from the date the Confirmation Slip is sent by the Organiser.

9. The Confirmation Slip is the only valid proof of confirmed registration and to be used for the collection of race kits/ participation in the Event.

10. Participant shall provide true, accurate, current and complete information about the Participant. The Organiser may contact the Participant from time to time via 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 if the Organiser has grounds to suspect that such information is untrue, inaccurate, not current or incomplete, the Organiser may at any time suspend, revoke, cancel or terminate the Participant's registration and participation in the Event and refuse any and all current or future use of the Event's Official Facebook Page (or any parts thereof).

11. Once Participants' registration has been duly processed, there will be NO fee refund for Participant who does not eventually take part in the Event for whatever reason.

12. 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.

13. The Organiser reserves the right to limit and/or refuse entry without giving any reason or notice. The Organiser also reserves the right at its absolute discretion to exclude or disqualify any Participant whom the Organiser is of the opinion to be acting in a manner which is against the interest of the Organiser or the Event or which is in violation of the Terms or any rules or regulations of the Event or in case of (suspicion of) foul play or fraud. It is the duty and responsibility of the Participant to ensure his/her legal eligibility to participate in the Event.

14. The Organiser reserves the right to cancel, defer and/or add any Event category without prior notice to the Participant.

15. Participant is strictly not allowed to transfer their Event entries to another party or change the Event categories after his/her registration is confirmed.

16. Participant agrees to accept promotional materials/items from the Organiser whether in relation to the Event or otherwise.

### **Event Participation**

17. The Organiser reserves the right to amend the Event's race routes (henceforth refer to as "Routes") as it deems fit whether for the safety of the Participants and/or to prevent any potential hazards in the running of the Event or otherwise, at any time without prior notice to the Participant. In such event, 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's Official Facebook Page. It is the responsibility of the Participant to keep abreast with any such change. The Organiser shall not be liable for any other loss or inconvenience caused due to any such change.

18. Whilst every reasonable precaution will be taken by the Organiser to ensure the Participants' safety, Participant participates in the Event at their own risk. 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 medical examination and/or consult their medical practitioner prior to registration and before the Date of Event.

19. The form on the reverse side of the Participant's bib number must be completed in full and accurately. Participant must wear the assigned bib number on his/her chest at all times during the Event's race. Participant who is not wearing a bib number will be taken off the Event's race Route by security officers/officials.
20. Road closure, where applicable, will be lifted after TWO (2) hours from commencement of the Event's 5KM flag off time (henceforth refer to as "Closure Time"). The Route will not be guarded by road marshals after the Closure Time. As per the instructions by the authorities, no Participants are allowed to remain on the Route after the Closure Time. If the participants proceed to run after the Closure Time will be at Participants own risk. Timing will not be considered valid after Closure Time.
21. Participant must at all times follow their respective Event Route, the direction of security officers/officials, traffic management officers/officials, Event's officers/officials and any enforcement officers/officials.
22. Participant must retire from the Event immediately, if required to do so by any member of the Event's official medical staff, Event director, referee and/or security officer.
23. Pets, bicycles, in-line skates, prams, push carts, shoes with built-in or attached rollers and any other wheel-run objects are not allowed on the course of the Routes other than official Event and medical vehicles.
24. The Organiser reserves the right to use any photographs, image, motion pictures, recordings, and/or any other media records of the Event (including those of the Participant and of his/her name and other information without any compensation or payment or any prior notice), for any legitimate purpose including commercial advertising and distribution by the Organiser in any form of media or medium and for such duration as the Organiser deems fit whether within Malaysia or elsewhere.
25. A Participant who commences to run before the actual start time ("Flag-Off Time") of his/her registered category in the Event will be disqualified. There will be wave starts based on estimated race times. (Please refer to start times of the Event).
26. Participant who does not start within 10 minutes from the Flag-Off Time will be disqualified and for safety reasons may not be allowed to start.

#### Collection and Fulfillment of Prizes

27. All Participants who successfully completed the Event will be awarded a finisher's badge upon presentation of their bib number to the respective officials at the medal collection counter. This entitlement shall not apply to Participants who are unable to complete their respective races (for whatever reason).
28. All finisher's medals must be collected on Event day. No requests thereafter will be entertained and the relevant Participant shall be deemed to have waived and relinquished his/her right to claim the finisher's medal.

### **Assumption of Risks, Waiver & Release of Liability**

35. Participant accepts and agrees that (a) the Event carry certain inherent dangers and risks which may or may not be readily foreseeable, including without limitation to personal injury, damage to property or death; and (b) his/her participation in the Event is voluntarily in spite of the potential risks and danger.

36. 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.

37. In consideration of the Organiser allowing or accepting (without liability) the Participant to participate in any way in the Event and/or activities registered through the Official Ticketing Website, the Participant (which includes his/her heirs, personal representatives, executors and administrators), shall be deemed to have agreed as follows:

- i. accept and assume all of the risks and dangers and any potential risks and dangers in connection with the Participant's participation in the Event;
- ii. to the fullest extent permitted by applicable law, neither the Organiser, online registration company, sub-contractors, all municipal agencies and relevant authority whose property or personnel are used, all sponsoring, co-sponsoring and other companies, parties and individuals related to the Event, and their respective directors, officers, employees, agents, representatives, volunteers, related corporations, subsidiaries and affiliates (collectively "Releases") shall be responsible or liable in any manner for any costs, expenses, loss, damages, liabilities, injury or death caused by participation in the Event;
- iii. fully and forever releases the Releases from all and any liability of whatsoever nature and howsoever arising, INCLUDING ANY NEGLIGENT RESCUE OPERATION and any other form of negligence and is intended to be as broad and inclusive as is permitted by applicable laws in Malaysia in which the Event is conducted;
- iv. waives and relinquishes the right to sue or take any action or proceeding against the Releases (or any of them) for any and all claims, demands, losses or damages of the Participant on account of any injury, death, damage to property or any other cause of action, which is caused or alleged to be caused in whole or in part by the negligence, fault, act or omission of the Releases (or any of them) or otherwise.

38. The decision of the Organiser on all and any matter in connection with the Event shall be final and binding.

39. If any provision (or any part thereof) of these Terms or any rules or regulations of the Event is held by a competent court or other competent authority in a final decision (namely, after exhausting all appeal avenues if applicable) to be illegal, void or unenforceable in the relevant jurisdiction, that provision or the relevant part thereof shall be deemed to be deleted and the remaining provisions shall continue in full force and effect in respect of such jurisdiction.

40. A failure or delay by Organiser in exercising, or in omitting to exercise, any right, remedy, power or privilege accruing to the Organiser hereunder, or the knowledge or acquiescence by the Organiser of or in any breach of any of these Terms, shall not impair or operate or be construed as a waiver of such right, remedy, power or privilege or an acquiescence in such breach or a waiver of such Terms or any of them. No waiver shall be binding on the Organiser unless it is made in writing. No waiver by the Organiser of a breach of any Term shall constitute a waiver of any subsequent breach of the same or any other Term.

41. These Terms shall be binding on the heirs, personal representatives, executors and administrators and permitted assigns of the Participants.

42. These Terms and all documents concerning the Event shall be governed by and construed in all respects in accordance with the laws of Malaysia. By registering for the Event, the Participant shall be deemed to have agreed to submit to the non-exclusive jurisdiction of the courts in Malaysia.

43. The Organizer shall not be liable for any damages whatsoever, resulting from injury, whether fatal or otherwise, of any Participant or for damages to or loss of Participant property.

### **Race Entry Packs**

- All Participants must collect their Race Entry Pack which includes the Race Bib, Goodies bag, Event Running Tee, and other novelties at the Race Entry Pack Collection (“REPC”) during the collection period (“Collection Period”), of which details will be stated on the Official Facebook Page. If Participants are unable to collect their Race Entry Pack in person, they may empower a duly authorized representative in accordance with the procedure detailed on the Official Facebook Page.

- Late collection will not be entertained and the Organizer shall not be liable for any other loss or inconvenience caused, due to Participant(s)’ inability to collect their Race Entry Packs. The Organizer may extend the collection time at the Organizer’s discretion and on a good-will basis only. For avoidance of doubt, the Organizer is not obliged to extend the collection time or to ensure that the Participant(s) receive their Race Entry Packs. At all times, it is the responsibility of the Participant(s) to collect their Race Entry Packs during the Collection Period. Entry packs not collected during the Collection Period will be deemed as unwanted, and the Organizer shall be at liberty to dispose or re-distribute them accordingly.