

Rules & Regulations

Organiser & Eligibility

1. This **CHRISTMAS COLOR RUN 2022 – RUN FOR UNITY #CCR2022** ["Event"] is organised by *Borneo Events (a Trademark Brand of Pure Events Sdn Bhd* ["the Organiser"] and technical organised by *CJC; City's Jogger Club* ["the Technical Organiser"], supported by *Jabatan Belia dan Sukan Negeri, and Tourism Sarawak* is open to all Malaysia residents (Malaysian and non-Malaysian) with age 10 and above.

2. All minors must obtain prior written approval by their legal guardian in order to participate in this Event.

Event

3. This Event will be on 4/12/2022 ["Event Date"]. The Organiser reserves the right to postpone or cancel the Event at any time. For more details on the Event, please visit <https://www.racexasia.com/> or <https://checkpointspot.asia/> ["Official Portal Registration"].

4. DESCRIPTION FOR CATEGORIES. At least one of the participants from each category MUST be above 10 years old and will be responsible for the team members' safety.

- [b] 5KM
- [c] 10KM

5. By signing up for and providing any information, personal or otherwise, in order to gain access to the Virtual 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 the Personal Data;
- [iii] raise any general queries regarding the use of his/her Personal Data;

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

Liability & Responsibility

6. 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.

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

8. 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.

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

10. 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.

11. 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. Any update on the rules and regulations of the Event will be notified on <https://www.racexasia.com/> or <https://checkpointspot.asia/> ["Official Portal Registration"].

12. 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.

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

14. 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).

15. 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.

16. 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.

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

18. 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.

19. 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, 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.

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

21. 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.

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

23. 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.

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

25. 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.

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

Entitlements

27. All Finisher will be awarded a finisher's medal.

28. All Participants will be awarded an electronic finisher's certificate. The E-Certificate will be email directly to participant's email after the Event. This entitlement shall not apply to Participant who is unable to complete their respective categories or failed to attend the event.

29. 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.

30. 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.

31. 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.