

TERMS AND CONDITIONS

Please read these Terms and Conditions carefully before confirming your registration and making payment. By completing your registration, you are agreeing to the terms and conditions laid out below.

1. General

- a. Rabies Awareness Virtual Run (**Event**) is organised by Unit Komunikasi Awam Sarawak (**UKAS**) and is hosted by Grit Event Management & Neupulse Sdn Bhd (**BiiB**) in accordance with these Terms and Conditions ("**T&Cs**") and all the terms and conditions stated hereunder in this website are applicable to all Participants.
- b. By signing up/registering for the Event and submitting information to GRIT & BiiB through this website, whether for the purpose of registering or otherwise, you signify that you have read, understood and agree to be bound by the T&Cs and the Privacy Policy as published in the website in respect of the Organiser's and BiiB's collection, use, disclosure, and any other form of processing of your personal data.
- c. Completion of the online registration form herein confirms the Participant's agreement to abide and be bound by these T&Cs.
- d. Registration for the Event is only confirmed upon payment and issuance of a receipt through the Participant's registered e-mail address.
- e. The Participant agrees to: (i) provide true, accurate, current and complete information about the Participant as per the registration form ("**Personal Information**"); and (ii) maintain and promptly update the Personal Information to keep it true, accurate, current and complete. The Organiser and/or BiiB may contact the Participant from time to time by way of e-mail, telephone call, or facsimile. Any notice sent to the e-mail address registered with The Organiser and/or BiiB shall be deemed as received by the Participant.
- f. If the Participant provides any information that is untrue, inaccurate, not current and/or incomplete, and/or if The Organiser and/or BiiB have grounds to suspect that such information is untrue, inaccurate, not current and/or incomplete, The Organiser and/or BiiB may suspend or terminate the Participant's registration. The Organiser and/or BiiB are also entitled to disqualify the Participant in the event of the discovery of any such untrue, inaccurate, not current or incomplete information after the Event is completed and/or at any time of such discovery.
- g. The Organiser and/or BiiB reserve the right to modify or substitute any of these T&Cs from time to time as they deem fit. If there is ambiguity in any of these provisions, The Organiser and/or BiiB shall be the authority to interpret and in so doing, The Organiser and/or BiiB will endeavour to take into account the interests of all the affected Participants. Any amendments to these T&Cs will be updated on the event page or via e-mail to you.
- h. The Organiser and/or BiiB reserve the right to cancel the Event at any time without prior notice to the Participant, in which case they will make reasonable effort to inform the Participant prior to the date of the event. If the Event is cancelled, there shall be no refund of fees paid. The Organiser and/or BiiB, Event Partners, Event Sponsors or Co-Sponsors shall not be liable for any loss or inconvenience caused.
- i. The Organiser and/or BiiB reserve the right to use any photographs, motion pictures, recordings, or any other media records (including those displaying the Participant) of the Event, for any legitimate purpose, including commercial advertising.

- j. The Organiser and/or BiiB reserve the right to limit and/or refuse Event entries without assigning any reason.
- k. The Organiser and/or BiiB will not entertain nor be in any way responsible for any dispute arising from incomplete entry details.
- l. The Organiser and BiiB is entitled to engage services of any third parties at any point of time as they deemed fit.

2. Safety

- a. The Participant takes part in the Event at his or her own risk and shall be responsible for his or her own safety. The Organiser and/or BiiB, Event Sponsors or Co-Sponsors shall not be responsible or held liable for any injury or death howsoever arising from training for or during participation in the Event. The Participant is strongly encouraged to consult their medical practitioner in respect of their health prior to registration and before the Event.
- b. All Participants shall comply with the Prevention and Control of Infectious Diseases Act 1988 (Act 342) and all regulations made pursuant thereto including but not limited to the Prevention and Control of Infectious Diseases (Measures Within Infected Local Areas) (Movement Control) Regulations 2021 [P.U.(A) 8]. All running activities shall strictly be in compliance with any standard operating procedure, guidelines, rules, and regulations as imposed by the relevant authorities from time to time. Unless otherwise allowed by the relevant authorities, no participant shall run in a group or in any place which is closed.
- c. The Organiser and/or BiiB reserve the absolute right to postpone or cancel the Event as The Organiser and/or BiiB deem fit in the interests and safety of the participants. There will be NO refund in the event of such postponement or cancellation.

3. Eligibility Requirements

- a. This Event is open to all Malaysian residing in Sarawak during the duration of the Event.
- b. A Participant must be 18 years and above on the Event day to participate in the Event.
- c. If a Participant who is 18 years and below (Minor) wishes to participate in the Event, the Minor must seek the written consent of his or her parents and/or legal guardian and The Organiser and/or BiiB reserve the right to obtain such written consent from the Minor. The Minor and his or her parents/legal guardian shall also be bound by the T&Cs set out herein.
- d. Participants are responsible for their own personal health insurance and well-being.
- e. The Organiser and BiiB assume no responsibility for any injury or damage that occurs from training, during or as a result of the Event. Participants are encouraged to consult with their medical practitioner prior to the Event and prior to registering for this Event.
- f. The Organiser and/or BiiB reserve all rights to reject and/or cancel any registration of any Participant who fails to fulfil the Eligibility Requirements stated herein.

4. How to Register and Terms of Participation

- a. The Registration Period shall be indicated in the event page. Any late registrations will not be accepted or entertained.

- b. The Running/Challenge Period for this Event will start from 20th September 2021 to 1st October 2021

5. Submissions of Results

- a. All results must be synced and/or submitted within 72 hours after the end of the activity and by 23:59 at the end of the week through the website . Any late submissions will not be accepted or entertained.
- b. The Participant's submission of results **must have** the following information: -
 - i. Distance;
 - ii. Duration;
 - iii. Pace;
 - iv. Date & Time;
 - v. Running Route (outdoor only)
- c. Participants must complete and sync the specified mileage every week during the Running/Challenge Period.
- d. Participants are required to post at least **1 social media post per week** about the Rabies Awareness Virtual Run campaign with hashtag **#BeAResponsiblePetowner** and **#WorldRabiesdaySarawak**
- e. Participants must ensure that the activities which are submitted and/or synced to the website are active outdoor activities such as active walking/running/hiking activities only. No passive activity tracked over any period of time will be accepted.
- f. Participants are responsible to ensure that their results are well tracked and synced to BiiB. If there is any issue to sync and/or submit their activities, the Participant may submit their activity manually through the website as a backup. However, if there are any duplicate activities detected by BiiB, BiiB reserves the right to reject any such submission and this decision shall be final.
- g. BiiB reserves the right to check the validity of each submission at any time. Submissions which fail to comply with the T&Cs herein will not be accepted.
- h. Results will be displayed in the event page table ranking if the result is found to be true and accurate.

6. Cancellation and Disqualification

- a. Participants are not allowed to transfer his or her Event entry to another party after his or her registration is confirmed, unless approved by the Organiser and/or BiiB.
- b. Any Participant who commences its run before the commencement of the Event OR runs after the Event OR does not fully complete the distance required will be disqualified, unless approved by the Organiser and/or BiiB.

- c. Results as determined by the Organiser and/or BiiB shall be FINAL and no appeal will be allowed. No dispute will be entertained.
- d. The Organiser and/or BiiB reserve all rights to disqualify any Participant who is found to be cheating, refusing to adhere to the T&Cs and/or in any way behaving in a manner which The Organiser and/or BiiB in their absolute discretion finds to be offensive or inappropriate.
- e. Participants will be automatically disqualified (**DQ**) if one of the following is identified/occurs: -
 - i. Suspicious/faulty results (evidence & data will be collected);
 - ii. Sharing/Tag along activities are found; and/or
 - iii. Failure to respond to any clarifications raised the result enforcement officer within 24 hours upon the receipt of such query from the Participant. The Participant shall be contacted through the registered e-mail address.
- f. Participants are not allowed to make amendments on their manual submission once it has been submitted. Participants are required to delete the wrong submission and submit their results again immediately. However, if there are any duplicate and/or suspicious activities detected by the Organiser and/or BiiB, the Organiser and/or BiiB reserves the right to reject any such submission and this decision shall be final.
- g. The Organiser and/or BiiB reserve the right to disqualify and/or reject any submission that is suspicious and/or incomplete and the decision is final and no further correspondence or appeal will be entertained.
- h. The Organiser and/or BiiB reserve the right to disqualify at any time any Participant who is suspected of fraud, or if BiiB believes that the Participant's submission and/or result has been manipulated in any way by machines or computers.

7. Entitlements

- a. All Participants who have successfully completed the Event in accordance with this T&Cs will be awarded an e-certificate. The E-Certificate will be emailed to the registered e-mail address after the event.
- b. Participants who have not completed the Event in accordance with this T&Cs will not be entitled to the E-Certificate.
- c. There will be 50 pieces of limited edition T-shirts which will be given away to the first 50 Participants who have registered for the run
- d. Participant who completed the Event in accordance with this T&Cs will be entitled to a free completion medal

8. Reward Criteria

- a. Participants' entitlement/rewards will be based on **ALL** of the following criteria: -
 - i. Terms and conditions set out for the specific rewards.
 - ii. Completion of the requirement set for the event.

- b. The Organiser and/or BiiB reserve the right to change any winning criteria of the rewards as they see fit. The Organiser and/or BiiB's decision is final and no further correspondence or appeal will be entertained.

9. Rewards

- a. Rewards are given out by the Organiser and/or BiiB and are on an "As Is" basis and are non-transferable, non-refundable, non-exchangeable for cash or with vouchers of other denominations, whether in part or in full.
- b. Any Reward won or unclaimed by any Participant will be forfeited, it will thereafter be deemed to have lapsed unconditionally and irrevocably. Participants whose Reward has been forfeited or unclaimed are not entitled to any payment or compensation from Organiser and/or BiiB notwithstanding non-receipt of notification by the Organiser and/or BiiB.
- c. The decision of the Organiser and/or BiiB shall be final and no further correspondence or appeal will be entertained.

10. Delivery of Reward(s)

- a. The Organiser and/or BiiB reserve the right to appoint a third (3rd) party vendor or service provider to handle the fulfilment or making available of the Reward and delivery of the Reward(s) to you. By providing your personal information including, but not limited to, name, delivery address, contact numbers, email address and other information to Organiser and/or BiiB, Organiser and/or BiiB can use and/or disclose to such third (3rd) party vendor or service provider for the purposes of delivery service.
- b. The Organiser and/or BiiB shall not be responsible or liable for any delays or non-successful delivery of the Reward.
- c. The Organiser and/or BiiB shall not be liable for any missing courier due to incomplete/wrong/inadequate information provided by the Participants or wrongdoing/damages or lost from the courier company.
- d. Delivery fee is included in the registration fee for those delivery addresses that are within Malaysia only.
- e. Delivery of rewards to international addresses is subject to an additional fee for international shipping. Delivery of rewards to international addresses will not be processed if the additional shipping fee is not paid by the eligible Participant.
- f. Re-delivery of returned rewards shall be subject to additional shipping charges.
- g. Re-delivery of returned rewards will only be processed within 30 days from the date it is returned to the Organiser and/or BiiB and/or the vendor (as stipulated in Clause 10a above). Any rewards not processed/claimed within the 30 days will be considered as unclaimed.
- h. There will be no more than one attempt to re-deliver the reward. If re-delivery exceeds one attempt, the rewards will not be returned via post and if the Participant still wishes to redeem the reward, they shall collect the reward in person from the designated address within 30 days from the date the reward is returned to the Organiser and/or BiiB and/or the Vendor (as stipulated in Clause 10a above).

11. Waiver and Acknowledgment clause

- a. By registering you hereby confirm that (1) you have fulfilled with the Event requirements as stated in the T&Cs herein and you are in good health and proper physical condition to participate in the Event; (2) you are not under the influence of alcohol or any illicit or prescription drugs which would in any way impair your abilities to safely participate in the Event.
- b. You understand and acknowledge that the participation in the Event may involve risks and dangers and you agree that it is your sole responsibility to determine whether you are sufficiently fit and healthy to participate in the Event and you will participate in this event at your own risk and expense.
- c. You agree that (1) you have read and understood the T&Cs herein; (2) you will adhere to and comply with all the T&Cs; (3) you will not in any circumstance hold the the Organiser and/or BiiB, the personnel involved in organising and/or sponsoring this event, their representatives, staff, employees and/or contractors, responsible against any cost and expense, and liability that may arise from your participation in this event; (4) you expressly waive all claims for any injuries, death, financial losses and invalidity to you or any of you which may be caused by any act, omission, or failure to act on the part of the organiser, sponsors, their representatives, staff, employees, contractors during the course of the Event; (5) The Organiser and/or BiiB and/or Sponsors/Co-Sponsors for the Organiser and/or BiiB shall have your unequivocal consent to process your Personal Data as defined under the Personal Data Protection Act 2010 for the purpose of the Event and/or for other marketing purposes; and (6) You may receive marketing materials from Sponsors/Co-Sponsors for the Organiser and/or BiiB.

12. Privacy Statement

- a. We may collect your data through various ways including data and information voluntarily provided by you during registration.
- b. We may process your Personal Data for the following purposes:
 - to verify your identity;
 - (if applicable) to protect your vital interest or the vital interest of another person in a case where the consent cannot be given by or on your behalf;
 - to detect and prevent fraudulent activity;
 - the administration of justice or prevention or detection of a crime, investigations, public interest or legal proceedings;
 - the execution of any functions conferred on any person by or under any law or was required or authorised by or under any law or by the order of a court or any administrative or regulatory bodies having jurisdiction over the matter;
 - establishing, exercising or defending legal rights;
 - to contact you and maintain communication with you;
 - our internal record keeping;
 - to send you seasonal greetings, messages or public service announcements; and
 - any other purposes which you have explicitly consent to, whether contained herein or otherwise.
- c. We may share some of your personal data with our Sponsors, Co-Sponsors, Event Partners, etc.
- d. You hereby confirm that you have read this Privacy Statement and you fully understand the contents and extent of this Privacy Statement and therefore signify your voluntary, explicit and unconditional acceptance and consent to your Personal Data being processed by the Organiser and/or BiiB and/or our Sponsors/Co-Sponsors for the purposes set out in this Privacy Statement and to those classes of third parties

identified in this Privacy Statement and that this Privacy Statement shall constitute sufficient NOTICE to you in relation to the process of Personal Data by us.

13. Jurisdiction

The Terms and Conditions shall be governed and construed in accordance with the laws of Malaysia, and each Participant irrevocably submits to the non-exclusive jurisdiction of the courts of Malaysia.