

TERMS AND CONDITIONS AND DISCLAIMER AND PRIVACY

Terms and Conditions – 1st April 2023

Parties:

Active Sport Sdn. Bhd.

12-2-2, Jalan Setia Prima Q U13/Q,
Setia Alam, Sek U13, 40170 Shah Alam,
Selangor, MALAYSIA.

And

You, Your, I

The person or party participating, or entering, or obtaining a ticket, or making an application.

Definitions:

Application: a nomination for an activity paid or unpaid

AS: Active Sport Sdn. Bhd. (The Event Organiser)

COVID: recognized verification of COVI-19 illness

Credit: a voucher for prizes, awards, entry, ticket

Event: a competition, activity, promotion

Fee: total amount paid in Malaysian Ringgit (MYR)

Force Majeure: meaning any act, or cause which is beyond the reasonable control of AS

Medical: exception certificate issued by a medical practitioner

Participant (You, Your, I) : person or party participating, or entering, or obtaining a Ticket, or making an Application as an individual, athlete, community person, volunteer, crew member

Under 18 Years of Age: the entry, Application for a person under the age of 18 years completed by a legal guardian or parent who is over the age of 18

Sanction: endorsement by Malaysian Commissioner of Sports in accordance with their rules and regulations

Refund: return of unused Fee to establish, market, build, operate an Event in the weeks prior, during and post.

Rules and Regulations: participation governed by the event rules & regulations.

Terms and Conditions: the conditions that guide and effect the relationship between the participant and AS

Ticket: for an event paid or unpaid

Transfer: entry, ticket, applications moved from event into another event

Understanding: the arrangement between You and AS, where AS provides a service, event, sport which the participant agrees and authorizes the paid fee to proportionately establish, market, build, operate an event in the weeks prior, during and post.

Withdrawal: the notification by a Participant to stop participating in writing.

The Participant (You, Your, I) agrees:

PARTICIPATION

1. I accept that my participation may seriously injure me or cause my death from dehydration, physical stress, personal health failure, equipment failure, accidents with other participants or spectators or road users, drowning, injury from racecourses, weather conditions and other unexpected causes.
2. I understand that I should not participate unless I have prepared myself to an expected standard, and my physical and mental condition has been verified by a medical practitioner as being of a high personal health standard to **endure** the expected stresses.
3. I acknowledge that the leading cause (more than 90%) of non-traumatic sudden death in competition is related to a pre-existing cardiac abnormality and I will seek medical advice for the same in advance **of my participation.**
4. I consent to Active Sport Sdn. Bhd. (AS) in using my name, image and likeness before, during or after the Event for Event promotional broadcasting or reporting purposes in any media.
5. I am fully responsible for the security of my personal possessions, valuable items at the Event and agree that AS will not be held liable for the replacement of any personal possessions at any time or in any location.

WAIVER

1. I acknowledge participating in events that may exposes myself in risks to my well-being, and I accept that AS cannot prevent my exposure to all risks.
2. I accept my participation could result in loss of my life or my permanent injury, and I release all persons or corporations associated directly or indirectly with the conduct of the Event from all claims demands and proceedings.

3. I accept **that in occurrence of** Force Majeure (meaning any act, or cause which is beyond the reasonable control of AS, including any act of God, strike, lock-out, act of public enemy, civil commotion, war, blockade, riot, state of emergency, fire, earthquake, storm, flood, wash-out, explosion, government restraint or any form of government intervention or epidemic or pandemic), AS may cancel the Event or change how the Event is scheduled or delivered and/or change certain elements of the Event, and accept the fact, I have no claim against AS for any loss or damage related to cancellation or changes to the Event including but not limited to any travel, accommodation, training, medical, equipment and apparel costs.
4. I agree that if a Force Majeure occurs, AS shall use reasonable endeavour to attempt to deliver the Event but shall be under no obligation to do so.

RELEASE & INDEMNITY

I hereby unconditionally release and discharge Active Sport Sdn. Bhd., and their respective directors, partners, managers, officers, agents, contractors, employees and volunteers including medical and paramedical personnel appointed for the Event, the owners, licensees and occupiers of land upon which the Event or any part of it is conducted, any statutory body or local authority having control over any land upon which the Event or any part of the Event is conducted or which is involved directly or indirectly with the Event in any manner whatsoever and promoters, sponsors and Event organizers (**each and all of them hereinafter referred to as Released Party**), against any claims or causes of action for any liability or loss of any nature, including personal injury, death, and property damage, arising out of or connected with my participation in this Event.

I hereby understand and agrees to defend and indemnify (“indemnify” meaning protect by reimbursement or payment) the Released Parties with respect to any and all claim/s brought by or on behalf of me, my spouse, a family member, a co-participant or any other person, for any injury, damage, death, lost property, stolen property, disposed property, or other loss in any way connected with my enrolment or participation in the activities, including without limitation use of any equipment, facilities or premises, howsoever caused; negligence, whether passive or active, of the Released Parties; and/or losses resulting from the inherent or other risks of the activities. This release and indemnity continues forever and binds my heirs, executors, personal representatives and assigns.

SAFETY & MEDICAL

1. I consent to receive all forms of medical treatment and or be transported and or be placed in a medical facility as AS think necessary before, during or after the Event.
2. I understand that medical treatment provided to me on Event courses and venues maybe limited given the isolated location, limited resources, access and timing.
3. I understand that insurance cover affected for an Event Participant may not cover me for any or all injury, medical costs, loss or damage, or loss of income sustained by me.
4. I accept it **is** my responsibility to provide to the Event or make written communication to AS on my medical or physical conditions from which I suffer, that might affect my participation or be relevant if I require medical treatment.
5. I accept the risk of participating despite my medical or physical conditions, and that AS will use its best endeavour to provide medical assistance, but if I am unconscious, AS will rely on my provided information.
6. I accept the safety precautions undertaken by AS (such as race course design, race course supervision, race safety briefings) are a service to me but are not **and should not be construed as** a guarantee of safety.
7. I accept **it is** my responsibility to anticipate, expect and mitigate the risks in the Event by not placing myself in harm's way.

ENTRIES, TICKETS, APPLICATIONS, WITHDRAWALS

1. I agree my Entry or Ticket or Application is not Transferable to any other person or party.
2. I accept that I will be charged a replacement Fee to my credit card for failing to return in good condition my timing chip, or any loaned equipment to the Event.
3. I agree that AS may use my Fee for Event expenses that cannot be stopped despite my Withdrawal.
4. I agree that AS may retain my Fee to offset these expenses regardless if the Event is delivered.
5. I agree that AS may postpone or modify the Event due to any reason and there will not be a Refund of my Fee.
6. I agree that AS may postpone the Event to a new date and I will automatically Transfer to the new Event date and then these terms and conditions will reapply.
7. I agree that any Credit I received cannot at a later point be converted to cash.

8. I agree that any voucher or prize will expire within 12 months **from** the date of **issuance** and cannot be Transferred, nor converted to cash, and must be used for a single transaction.
9. I accept that if I do not complete the full Event, I am not eligible for a Refund or Transfer or Credit.
10. I accept that if I Withdraw due to medical reasons including COVID illness, I will provide in writing to info@challenge-malaysia.com.my a medical certificate, or a lodged Government COVID result to be eligible for an 80% Refund after deduction of costs which includes an administration processing Fees and banking charges.

PROGRAMMING

1. I agree to abide by all rules and directions issued by the Peak bodies in the State in which the Event occurs, and or the National Sporting Organization, and or the National Event Organization.
2. I accept that AS may change the Event format, programme, course, duration or other race conditions at their discretion, and this agreement applies to the changed conditions.
3. I understand that all Events, courses, venues remain subject to final approval on the conditions of the stakeholders, Police, and Council.
4. I accept that if a minimum number of ten (10) participants do not enter a category, AS may alter the prizes at any time at their own discretion.
5. I accept that for a Triathlon, if the swim is cancelled, a duathlon will **be** programmed.
6. I acknowledge that there may be a minimum speed required to complete this Event, and that if I do not meet the time curfew, I will not be able to complete my ride/race.
7. I consent to photographs and electronic images being taken of me before, during or after the Event by an official representative and agree these are owned by AS.
8. **I agree that** the Event organiser is not responsible for photographs and electronic images taken by unauthorized person**(s)**.
9. I have selected to receive the AS newsletter, marketing and Event updates electronically and I can unsubscribe at any time.

CONDUCT

1. I agree that AS reserves the right to accept or not accept the involvement of participants, sponsors, volunteers or other persons or entities in an Event.
2. I agree that AS can penalize, **withdraw**, ban, take legal action against participants and parties that defame, discredit, inflame, agitate, discriminate, threaten, bully, abuse, undermine, troll.

PRIVACY POLICY

1. AS agrees to control its use of Participant's personal information and acknowledges that providing personal information is an act of trust.
2. AS will only collect personal information for its functions or activities.
3. AS will only collect personal information by lawful and fair means through its Entries and Applications and use of its web information systems.
4. AS will normally collect personal information including name, address, age, date of birth, gender, phone, email, emergency contact and medical information.
5. AS will only share personal information to effectively operate the Event and for insurance purposes and data reporting.
6. AS will not share personal information to third parties for marketing.
7. AS will share limited personal information to contracted suppliers when necessary to deliver an Event such as timing of results, production of photography, personalized printing, mailing, insurance.
8. AS will use personal information to its direct marketing campaigns, communications via various mediums including email, direct mail, phone calls, social media, new media and SMS.
9. AS will provide systems for Participant's to 'opt out' of marketing campaigns but retains the personal information for communicating Event necessary information.
10. AS will publish publicly, the accessible information (starting list, finishing results, timed results, championship ladders) including a Participant's names, age.
11. AS will not provide personal information to sponsors or partners.
12. AS will compile data for research purposes and include some personal information.
13. AS does not sell, rent or trade personal information to or with third parties.
14. You have the right to ask AS to correct the information about you which is inaccurate, incomplete or out of date.

15. AS will use its best endeavour to protect your personal information held by it, from risks such as loss or unauthorized access, destruction, use, modification or disclosure.

NON-PARTICIPANT INFORMATION

AS will collect personal information in some activities for those who are non-members, or those that are not participating, or whom are not AS direct customers.

CONTACTING Active Sport Sdn. Bhd. (AS)

If you have any questions or comments about these terms and conditions, disclaimer, or privacy policy, or if you wish to complain about how we have handled personal information about you, please contact via e-mail: info@challenge-malaysia.com.my