

Terms & Condition

Please read all the terms and conditions ("Terms") carefully. Each individual who registers to participate in Go Hyper Splash Dash ("the Event") declares and acknowledges to have read, understood and agreed to the Terms below and undertakes to comply with and be bound by the same.

1. The Event is organised by Hypergear Malaysia Sdn.Bhd ("the Organiser") in accordance with the Terms that are applicable to all participants.
2. The Event will be held on 25 September 2022 at MAEPS Serdang ("Venue"). The Organiser reserves the right to postpone or cancel the Event at any time.
3. The Event is open to all and each participant attends the Event on his or her own free will.
4. The 5KM is open to participants of age 3 and above. Participants of age 3 - 12 years old MUST be accompanied by at least ONE adult participant of 18 years old and above who will at all times be responsible for their safety.
5. Registration for any child below 18 shall be entered by their legal parent or guardian and their legal parent or guardian is required to fill in the check box at the end of the registration portal to indemnify the Organizer. Failing which, the Organizer reserves the right to deny entry to any participant.
6. All participants must be FULLY vaccinated. Any participant found not fully vaccinated will be disqualified on the spot. Participants are encouraged to test their self with Covid RTK kits before reporting to the race pack collection center and on the event day.
7. Participant must have completed 2 doses of covid-19 vaccine and passed 14 days prior the date of the event and be healthy and have no symptoms (fever/cough/cold/vomiting).
8. By signing up for and providing any information, personal or otherwise, in order to gain access to participate in the Event or any activity(ies) relating to the Event or involving the Organiser and the Event sponsors (if any), the Participant is deemed to have agreed/given express permission to the following:
 - 8.1. Given his/her consent, permission and authority to the Organiser, its agent(s) and/or contractor(s) to collect, process, organise and retain personal data relating to that Participant ("Personal Data").
 - 8.2. The Personal Data of the Participant shall be used by the Organiser for the purposes of:
 - i. Marketing – 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.
 - 8.3. 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.
9. By virtue of being the Event owner, the Organiser may use services of third parties.
10. The Organiser reserves the right to modify or substitute any of the Terms or any other rules and regulations of the Event from time to time and at any time as they deem fit. The decision of the Organiser shall be final and binding.
11. The Organiser reserves the right to change the Date and/or Venue or to postpone or cancel the Event due to force majeure (i.e. due to occurrence of any incident, condition or event that is beyond the reasonable control of the Organiser and which, in the Organiser's opinion, renders it impossible or unsafe to hold the Event such as haze, storm, rain, inclement weather, wind, act of God, terrorism or other conditions) 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.

12. The completion and submission of the online registration, confirms the Participant's agreement to abide the Terms and any other rules and regulations of the Organiser. The Event's registration will be confirmed via confirmation email ("Confirmation Email"), which will be sent to the email address registered with the Organiser.
13. The Confirmation Email is the only valid proof of confirmed registration/official receipt and to be used for the collection of race kit/participation for the Event.
14. Participant shall 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.
15. Once Participant's registration has been processed, there will be NO fee refunded to Participant who wishes to withdraw their participation in the Event for whatever reason.
16. The Organiser reserves the right to limit and/or refuse entry without giving any reason or notice.
17. Participant is strictly not allowed to transfer their Event entries to another party after his/her registration is confirmed.
18. Participant agrees to accept promotional materials/items from the Organiser whether in relation to the Event or otherwise.
19. The Organizer will issue the T-Shirt size as indicated in the registration form. Sizes are provided based on a first come first serve basis. In the event when the sizes are unavailable, we reserve the right to replace it with other sizes without prior notice.
20. All Running Tee's measurements are subject to 1 to 2 CM variance.
21. Strictly no changes on T-Shirt size once registered.
22. All merchandises - Colour, design and material published on the Official Website are for illustration purposes. It might differ from the actual merchandises and are subject to change without prior notice to the Participant.
23. Race kits that are not collected during the stipulated collection days will be deemed as unwanted and the Organiser shall be at liberty to dispose or re-distribute them accordingly.
24. Any late collection of race kit(s) without prior agreement/arrangement with the Organiser will be charged RM10.00 per race kit as the late collection fee. So, please ensure to collect the race kit on the stipulated collection days.
25. There will be NO distribution of race kits on the Date of Event.
26. Race kit delivery will NOT be available.
27. The Organiser reserves the right to amend the Event's race routes ("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.
28. The Participant is participating 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.
29. It is recommended that all participants have personal accident and/or health insurance.
30. The Organiser reserves the right to use any photographs, images, 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.
31. The Organiser cannot be held responsible for lost, damaged or stolen property during the Event.
32. The Organiser is not responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, unauthorised

access to, or alteration of user communications, or any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or traffic congestion on the internet and/or the Event's Official Website.

33. Race bib given to the Participants during the Race Kit collection must be worn at all times during the Event. Participants without their assigned race bib will be refused entry into the starting point.
34. Assumption of Risks, Waiver & Release of Liability:
 - 34.1. The Participant accepts and agrees that (a) the Event carries 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.
 - 34.2. The Participant warrants that he/she is in good physical condition and has 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.
 - 34.3. It is the responsibility of the Participant to advise the Organiser prior to the start of the Event of any pre-existing medical conditions, disability, relevant medications being taken and allergies that may be relevant in the administration of any medical assistance, or in his/her ability to take part in the Event. All Participants, including those with pre-existing medical conditions or disability, shall be subject to clause 32.4 below.
 - 34.4. 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 Website, the Participant (which includes his/her heirs, personal representatives, executors and administrators), shall be deemed to have agreed as follows:
 - i. accepts and assumes 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, none of the Organiser, online registration company, sub-contractors, all municipal agencies and relevant authority whose property or personnel are used, all sponsors, co-sponsors 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.
 - 34.5. The decision of the Organiser on all and any matter in connection with the Event shall be final and binding.
 - 34.6. If any provision (or any part thereof) of the Terms or any rules and 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.

- 34.7. A failure or delay by the 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 the 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 Terms shall constitute a waiver of any subsequent breach of the same or any other Terms.
- 34.8. The Terms shall be binding on the heirs, personal representatives, executors and administrators and permitted assigns of the Participants.
- 34.9. The 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.