

JOGGING MERDEKA BERSAMA TYT TUN 2024

Participation Terms And Conditions

Please read all of the terms and conditions ("Terms") carefully. Each individual who registers to participate in the JOGGING MERDEKA BERSAMA TYT TUN 2024 ("Event") (and, where applicable, in the case of a participant below the age of 18 years as at the date of registration, the participant's parent, guardian or legal representative) ("Participant") declares and acknowledges to have read, understood and agreed to the terms and undertakes to comply with and be bound by the same.

1. The Event is organised by Persatuan Jogging Negeri Melaka ("Organiser").
2. The Event will be held on 17th August 2024, Saturday ("Date") at Memorial Pengisytiharan Kemerdekaan, Jalan Parameswara, Bandar Hilir, 75000 Melaka ("Venue"). The Organiser reserves the right to postpone or cancel the Event at any time.
3. For more details on the Event, please contact the Organizer at +6012-681 7776 and or Event Facebook Page.
4. Eligibility: The Event is open to all. Each Participant agrees to participate in the Event on his or her own free will. Age qualification will be taken as of Event Day. The 3.8 KM fun run is open to Participant aged 13 and above. Participants between the ages of 6-12 years, who must be accompanied by at least ONE (1) adult Participant aged 18 years and above.
5. Registration
 - 5.1. Everyone is required to register via online registration at <https://cps4.me/jog-sama-tyt-tun>
 - 5.2. 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:
 - a. Authorization to the Organiser, its agent(s) and/or contractor(s) to collect, process, organise and retain personal data relating to the Participant ("Personal Data").
 - b. The Personal Data of the Participant(s) shall be used by the Organiser for the purposes of:
 - c. Marketing - sending communication materials to the Participant, including but not limited to, direct mailers, emails, short messaging service and/or telephone calls; and
 - d. Statistical analysis for planning and improvement of the Event.
 - e. As the Event owner, 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 operation of the Event in or outside of Malaysia. For such purposes, 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 in or 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.
6. The Participant shall be deemed to have withdrawn from participating in the Event if he/she withdraws his/her consent or authorization given at any time before the Event starts.
7. The Organiser will take reasonable precautions to keep the Participant's Personal Data secured and similarly ensure any third-party data processors to do the same.
8. The Organiser may disclose or release the Participant's Personal Data, if the Organiser reasonably believes 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. If there is an ambiguity in any of the Terms, the Organiser shall have the authority to interpret and in so doing, the Organiser will take into account the interests of all parties involved. The decision of the Organiser shall be final and binding. Any updates, modifications or changes on the Terms or any other rules and regulations of the Event will be notified on the Official Registration Platform and Event Facebook Page (unless otherwise stated) will be effective from the date of notification on the Official Registration Platform and Event Facebook Page.
11. The Organiser reserves the right to change the Date and/or Venue or to postpone or cancel the Event for any reason whatsoever including 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 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. Participant acknowledges and agrees that the entry fee and any other transaction costs of the Event are non-refundable, non-transferable and non-deferrable. Any updates on the Event including any changes to the Terms will be posted on the Official Website. 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.
12. The completion and submission of the online registration, confirm 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 e-mail ("Confirmation E-mail"), which will be sent to the email address registered with Checkpoint Spot Asia. The Participant shall inform the Organiser via Official Email (jogersmkz@gmail.com) if the Participant does not receive the Confirmation E-mail within the stipulated time or is unable to download the Confirmation E-mail from the registration portal; or If there is discrepancy in the Confirmation E-mail, the Participant may report such discrepancies to jogersmkz@gmail.com) within five (5) working days from the date the Confirmation E-mail is sent out by the Organiser.
13. The Confirmation E-mail is the only valid proof of confirmed registration / official receipt and is to be used for the collection of race kits / 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. If the Participant provides any information that is untrue, inaccurate, outdated or incomplete, or if the Organiser has ground to believe that such information is untrue, inaccurate, outdated or incomplete, the Organiser may at any time suspend, revoke, cancel or terminate the Participant's registration for the Event and refuse any and all current or future use of the Event's Official Website (or any parts thereof).
15. Once Participant's registration has been duly processed, there will be NO refund of fees to Participants who wish to withdraw their participation 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. 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 opines 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.

18. The Organiser reserves the right to cancel, defer and/or add any Event category without prior notice to the Participant.
19. Participant agrees to accept promotional materials/items from the Organiser whether in relation to the Event or otherwise.
20. Participants will be provided with Group Personal Accident (GPA)
Important Note:
 - 20.1. Any online registration that is not followed with online payment is an invalid registration.
 - 20.2. NO refunds will be made for incorrect or multiple registration.
 - 20.3. Substitution and swapping of categories are NOT allowed, so careful selection of eligible category according to age qualification is advised. Re-registrations does not entitle the Participant to any form of refund.
 - 20.4. Participation Transfer: Entries are transferable at a charge of RM10 nett. The organiser does not guarantee the availability of race kits for exchange. No transfers will be allowed 30 days prior to event day.
 - 20.5. Postal entries are not accepted.
 - 20.6. The decision of the Organiser is final when accepting entries. The Organiser has the right to refuse an entry without having to disclose a reason.
 - 20.7. All payments are to be collected in Ringgit Malaysia for Malaysia Categories and USD for International Categories. All fees are subjected to any applicable taxes, fees and charges.
 - 20.8. All merchandises—colour, design and material—published on the "Official Website" and <https://cps4.me/jog-sama-tyt-tun> are for illustration purposes. The images of the products may differ from the actual merchandises and are subject to change without notice.
21. General Enquiries:
For any general enquiries pertaining to JOGGING MERDEKA BERSAMA TYT TUN 2024, please contact:
Email: jogersmkz@gmail.com
Tel: +6012-681 7776
Operating Hours 10:00am - 5:00pm (Monday - Friday)
22. Registration Closing Date: 10 August 2024, or upon reaching the maximum of 10,000 participants.
23. Refreshment Kits consists of Refreshment and Goodies.
24. Important Notes:
 - 24.1. All Refreshment Kits that are not collected during the stipulated collection date will be deemed as unwanted and the Organiser shall be at liberty to dispose or re-distribute them accordingly.
 - 24.2. Any late collection of Refreshment Kit(s) without prior agreement/arrangement with the Organiser will not be entertain. So, please ensure that you collect the race kit on the stipulated collection days.
25. Event Participation:
 - 25.1. The Organiser reserves the right to amend the Event' 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. Any changes made to the Event' Routes will be posted on the Official Website. It is the responsibility of the Participant to keep abreast with such changes. The Organiser shall not be liable for any other losses or inconveniences caused due to such changes. Whilst every reasonable precaution will be taken by the Organiser to ensure the Participant' 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 the Event.
- 25.2. Participants must, at all times, follow their respective Routes, the direction of security officers/officials, traffic management officers/officials, Event' officers/officials and any other enforcement officers/officials.
 - 25.3. Participant must retire from the Event immediately, if required to do so by any member of the Event' official medical staff, Event director, referee and/or security officer.
 - 25.4. It is the sole responsibility of every participant to inform the medical staff/safety marshal on duty regarding any injury or reason that they cannot exercise.
 - 25.5. Should any participant feel fatigue, restless, or an injury at any time during or before the session, they must immediately inform the medical staff/safety marshal and refrain from joining the session.
 - 25.6. 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.
 - 25.7. 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.
 - 25.8. 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. (Please refer to start times of the Event).
 - 25.9. Participants who do not start within fifteen (15) minutes from the Flag-off Time will be disqualified and for safety reasons may not be allowed to start.
 - 25.10. The Organiser shall not be held responsible for lost, damaged or stolen property during the Event.
 - 25.11. Beverages are permitted provided they are in a sealed container only (no glass containers allowed).
 - 25.12. The Organiser shall not be 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' Official Website.
26. Actual Run Important Note:
 - 26.1. Participant is required to comply with any amendments made to the Rules and Regulations by the Organiser.
 - 26.2. The Organiser reserves the right to refuse admission to the Event at its sole discretion.
 - 26.3. The Organiser reserves the right to refuse entry to any applicant who does not adhere to the race age requirement.
 - 26.4. Participants below age of 18 years old must obtain parental / guardian consent.
 27. Assumption of Risks, Waiver & Release of Liability
 - 27.1. 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.
 - 27.2. 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.

- 27.3. It is the responsibility of the Participant to advise the Organiser prior to the start of the Event of any pre-existing medical condition, disability, relevant medications being taken and allergies that may be relevant in the administration of any medical assistance, or in your ability to take part in the event. Participants, including those with pre-existing medical conditions or disability, shall be subject to clause 11.4 below.
 - 27.4. 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:
 - 27.5. 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; 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 "Releasees") shall be responsible or liable in any manner for any costs, expenses, loss, damages, liabilities, injury or death caused by participation in the Event; fully and forever releases the Releasees 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; waives and relinquishes the right to sue or take any action or proceeding against the Releasees (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 Releasees (or any of them) or otherwise.
 - 27.6. The decision of the Organiser on all and any matter in connection with the Event shall be final and binding.
 - 27.7. If any provision (or any part thereof) of the 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.
 - 27.8. 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 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 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.
 - 27.9. The Terms shall be binding on the heirs, personal representatives, executors and administrators and permitted assigns of the Participant.
 - 27.10. 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 of Malaysia.
28. Certificate:
- 28.1. E-Certificate will be made available after seven (7) days from the Event day for Participant to download.

- 28.2. E-Certificate will be available for download for a period of fifteen (15) days from the day that it was made available.
29. Refreshment Kits:
 - 29.1. Refreshment Kits will be ready for redemption by the Participants (by showing Registration Confirmation) upon completion of the run.