

Rules & Regulations

PUMA Nitro Night Run 2024 - Rules & Regulations

Please read all of the Rules & Regulations carefully. Each individual who registers to participate in the PUMA Nitro Night Run 2024 (the “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) (“Participants”) declares and acknowledges to have read, understood and agreed to the terms & conditions and undertakes to comply with and be bound by the same.

1. PUMA Nitro Night Run 2024 ('Event') is owned by PUMA Sports Goods Sdn Bhd ('PUMA'), and organised by Score Sports Management Sdn Bhd ('SCORE').
2. The Event will be held on 16 November 2024, Saturday (“Date”) at Dataran Putrajaya (“Venue”). The Organiser reserves the right to postpone or cancel the Event at any time.
3. For more details on the Event, please log on to www.heyjom.com (“Official Registration Website”).
4. By signing up for and providing any information, personal or otherwise, to gain access to participate in the Event or any activity(ies) relating to the Event or involving the Organiser and the Event sponsors (the “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.
 - b. The Personal Data of the Participant(s) shall be used by the Organiser for:
 - Marketing - sending communication materials to the Participant, including but not limited to, direct mailers, emails, short messaging service and/or telephone calls; and
 - Statistical analysis for planning and improvement of the Event.
 - c. The Event Owner and 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, Participants 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 Event.
 - d. The Participant shall be deemed to have withdrawn from participating in the Event if he/she withdraws his/her consent or authorization given at any time before the Event starts.

- e. 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.
 - f. 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.
5. 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 the 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, pandemics, outbreaks, or other conditions) at any time without prior notice to the Participant, in which case the Organiser will make effort to inform the Participant before the Date. If the Event has to be postponed or canceled, there shall be NO refund of fees and the Organiser shall not be liable for any loss or inconvenience caused. Participants acknowledge and agree 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 Rules and Regulations, Privacy Policy or any other terms & conditions of the Event will be posted on the Official Registration 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.
6. 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 Rules and Regulations or any terms and conditions 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.
7. The Organiser reserves the right to cancel, defer and/or add any Event category without prior notice to the Participant.
8. Eligibility:-
- a. The Event is open to all. Participants agree to participate in the Event at his or her own free will. Age qualification will be taken as of Event Day.
 - b. Participants must be aged 16 years old and above on Saturday 16 November 2024 to participate in the 21KM category.

- c. Participants must be aged 16 years old and above on Saturday 16 November 2024 to participate in the 10KM category.
 - d. Participants must be aged 13 years old and above on Saturday 16 November 2024 to participate in the 5KM category.
9. Participant agrees to accept promotional materials/items from the Organiser whether in relation to the Event or otherwise.
10. The Organiser reserves the right to modify or substitute any of the Rules and Regulations, Privacy Policy or any other terms and conditions of the Event from time to time and at any time as they deem fit. If there is an ambiguity in any of the provisions, 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 to the Rules and Regulations, Privacy Policy or any other terms & conditions of the Event will be notified on the Official Website and (unless otherwise stated) will be effective from the date of notification on the Official Website.
11. Participants will be provided with Group Personal Accident (GPA)
 - a. Coverage for Accidental Death: Up to RM20,000 per participant
 - b. Coverage for Permanent Disability: Up to RM20,000 per participant
 - c. Coverage for Medical and Hospitalization: Up to RM500 per participant
12. The GPA insurance will not cover participants who submit incomplete and false information and declarations during the registration of this Event. Our insurer reserves the right to reject and deny your claims.
13. Registration
 - a. Everyone is required to register via online registration at www.heyjom.com ("Official Registration Website")
 - b. Participants shall provide true, accurate, current and complete information. 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 current or future use of the Event's Official Website (or any parts thereof).
 - c. 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. NO refunds will be made for incorrect or multiple registrations.
 - d. Only one (1) entry/ category/ registration is allowed for each Participant.

- e. Participants are strictly not allowed to transfer their Event entry to another party or change the Event categories after his/her registration is confirmed.
- f. By being the Event owner, the Organiser may use the services of third parties.
- g. The Event's registration will be confirmed via confirmation e-mail, which will be sent to the registered email address. 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 a discrepancy in the Confirmation E-mail, the Participant may report such discrepancies to register@score.my within five (5) working days from the date the registration date.
- h. Once the 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.
- i. Registration closing date: 30 September 2024, or upon reaching the maximum of 10,000 participants

14. Race Kits

- a. Race kits consist of
 - Event tee
 - A race bib (c/w timing chip for 10KM & 21KM)
- b. Event tee sizes availability is on a first-come, first-serve basis.
- c. All T-shirt measurements are subject to 1–2 cm tolerance.
- d. All merchandise - colour, design and material - published on the "Official Registration Website" are for illustration purposes. The images of the products may differ from the actual merchandise and are subject to change without notice.
- e. All race kits that are not collected during the stipulated collection date will be deemed unwanted and the Organiser shall be at liberty to dispose or re-distribute them accordingly.
- f. There will be STRICTLY NO distribution of kits on race day.
- g. Delivery :
 - For delivery, Participants are only entitled to receive Event Tee and Race Bib. NO sponsored goodies will be delivered.
 - Bulk delivery is NOT applicable. All Race Entry Packs will be delivered individually.
 - The Organiser is NOT responsible for any undelivered Race Entry Pack due to :
 - Incorrect or Incomplete delivery address
 - Unavailability of receiver at the delivery address

- No refund will be provided for undelivered Race Entry Pack
- All second-time delivery fees of Race Entry Pack will be borne by the Participants

15. Event Participation

- a. 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 an event, every effort will be made to inform the Participant prior to the Date of the Event. Any changes made to the Event's 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.
- b. Whilst every reasonable precaution will be taken by the Organiser to ensure the Participant's safety, the 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, arising from training for, during participation, or after participation in the Event. Participants are strongly advised to go for a medical examination and/or consult their medical practitioner before registration and before the Date of the Event.
- c. 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.
- d. Participants must retire from the Event immediately if required to do so by any member of the Event's official medical staff, Event director, referee and/or security officer.
- e. 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.
- f. Should any participant feel fatigued, restless, or have 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.
- g. 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 the official event and medical vehicles.
- h. 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 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.

- i. A Participant who commences running before the actual start time (“Flag-Off Time”) of his/her registered category in the Event will be disqualified. (Please refer to the start times of the Event).
- j. Participants who do not start within ten (10) minutes from the Flag-off Time will be disqualified and for safety reasons may not be allowed to start.
- k. Qualifying Time:-
 - 5KM - 1 hour 30 mins
 - 10KM - 2 hours
 - 21KM - 4 hours
- l. Participants must complete their respective run categories (which they registered for) within the following cut-off times (these are all based on the gun time i.e., the time when the starting gun is fired); otherwise they will be deemed disqualified or did not finish.
- m. Finisher entitlement will only be given to runners who complete the run within the qualifying time.
- n. Participants in 10KM and 21KM are required to start from different Start Pens. Participants are to assemble in their respective Start Pens. “Start Pens” are designated start areas designed to facilitate a more efficient and convenient race start and more optimal race day experience for all Participants. The Organiser has the right to change the Start Pens of the Participants, where deemed necessary, without prior notice to the Participants
- o. The Organiser shall not be held responsible for lost, damaged or stolen property during the Event.
 - Beverages are permitted provided they are in a sealed container only (no glass containers allowed).
 - 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's Official Website.
- p. Participants are required to comply with any amendments made to the Rules and Regulations by the Organiser.
- q. The Organiser reserves the right to refuse admission to the Event at its sole discretion.

- r. Participants are advised to wear the Event's running tee during the Event.
- s. The Organiser reserves the right to refuse entry to any applicant who does not adhere to the race age requirement.
- t. Participants below the age of 18 years old must obtain parental / guardian consent.
- u. Bibs given to the participants during the entry pack collection are to be worn at all times during the Event. Participants without their assigned race bib will be refused entry into the starting point.

16. Result, Winners & Prizes

- a. The results of all categories will be verified by the Organiser and their decision is final.
- b. The "Gun Time" will be used to determine the winners for each of the following categories:-
 - 10KM Open/Veteran - Men's & Women's
 - 21KM Open/Veteran - Men's & Women's
- c. The "Net Time" will be used to get an overall ranking in all categories.
- d. By registering for the Event, the Participant agrees that the Organiser might post the full race results on the Official Website after Event day. Each Participant is allowed to win only one prize money (where applicable) in the category that he/she has registered for.
- e. For winners or potential winners, disputes and appeals must be made within 30 minutes of the published results on the results notice board on-site or immediately after the prize presentation, whichever is earlier, failing which the Organiser reserves the right not to entertain any disputes or appeals thereafter.
- f. For all disputes, the Organiser's decision is final and no other disputes thereafter will be entertained.
- g. Winners or potential winners who do not use his/her assigned running bib will be disqualified.
- h. Winners must ensure that they collect their prizes after the race and upon announcement of results. All uncollected prizes will be forfeited.
- i. The Organiser reserves the right to request winners for identity cards or passports for verification.
- j. The Organiser reserves the right to replace any winners if he/she is found to be disqualified.
- k. All winners must present their original identification document (such as Passport or Identity Card) for verification purposes.

17. Certificate

- a. E-Certificate will be made available within seven (7) days from the Event day for Participants to download.
- b. E-Certificate will be available for download for fifteen (15) days from the day that it was made available.

18. Medal

- a. Finisher medals will be available for redemption at a designated area after the finishing line to Participants on the Event day. No claims will be entertained thereafter.
- b. Finisher medals will only be given to participants who complete the run within the qualifying time.

19. Assumption of Risks, Waiver & Release of Liability

- a. 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 voluntary despite the potential risks and danger.
- b. Participant warrants that he/she is in good physical condition, has sufficient preparations and can 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.
- c. It is the responsibility of the Participant to advise the Organiser before 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 19.4 below.
- d. 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:
 - 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 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.
- e. The decision of the Organiser on all and any matter in connection with the Event shall be final and binding.
- f. If any provision (or any part thereof) of the Rules and Regulations or any terms and conditions 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.
- g. 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 Rules and Regulations, shall not impair or operate or be construed as a waiver of such right, remedy, power or privilege or acquiescence in such breach or a waiver of such Rules and Regulations 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 Rules and Regulations shall constitute a waiver of any subsequent breach of the same or any other Rules and Regulations.
- h. The Rules and Regulations shall be binding on the heirs, personal representatives, executors, administrators and permitted assigns of the Participant.
- i. The Rules and Regulations 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.

- j. Participants are only entitled to receive finisher entitlements (event tee & finisher medal) upon submission of race results. No sponsored goodies will be delivered.
- k. Delivery of the finisher entitlement (event tee & finisher medal) may take up to fourteen (14) working days upon submission of race results.