

# **Alliance Bank Paw-kathon 2024 (Sardise Edge, Kuching)**

## **Terms and Conditions**

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1. Please read the following terms and conditions ("Terms") carefully. Each individual who registers to participate in the Alliance Bank Paw-kathon - a walkathon on-ground event with pets (collectively referred to as "the Event"), and where applicable, in the case of a participant below the age of 18 years, the participant's parent, guardian or legal representative (collectively referred to as "Participant"), declares and acknowledges to have read, understood and agreed to the Terms and undertakes to comply with and be bound by the same.
2. The Event is organised by JomRun Sdn Bhd (the 'Organiser') for Alliance Bank Malaysia Berhad.
3. The details of the Event are as follows:
  - Date: 08 December 2024
  - Start Time: 5:30 am
  - Venue: Saradise Edge, Kuching
4. Eligibility:
  - a) The event is open to individuals aged 3 and above, and each participant attends the event of their own free will, subject to the following requirements:
  - b) Participants aged 3-17 years old ("Minor Participants") must be accompanied by at least one participant aged 18 years or older, who must be present at all times as the guardian of the Minor Participant(s) during the On-Ground Run.
  - c) Participants under the age of 18 must obtain consent from their parent or legal guardian. Without this consent, the organisers reserve the right to refuse entry to the participant.
  - d) The organisers reserve the right to cancel and/or add any race category and change the eligibility criteria without prior notice to the participants.

## Event Registration

1. The organiser reserves the right to modify or substitute any of these terms and conditions and any other rules and regulations of the event at any given time as the organiser deem fit or necessary without prior notice. If there is ambiguity in any of the provisions of the terms, the organiser will be the authority to interpret and in so doing, the organiser will take into account the interest of all affected participants. The decision of the organiser shall be final and binding. Any updates, modifications, or changes to the terms and conditions or any other rules and regulations of the event will be notified on the official registration website (unless otherwise stated) and take effect from the date of notifications on the official website.
2. The organiser reserves the right to change the date, and venue or to postpone or cancel the event at any time without prior notice to participants, in which case the organiser will make an 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. Participants acknowledge and agree that the entry fees and 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 event's official website. It is the responsibility of the participants to keep abreast of such updates and changes. The organiser shall not be liable for any loss or inconvenience caused.
3. There will be no fee refund if the event is cancelled for the reason of force majeure i.e. due to the occurrence of incidents that are beyond the control of the organiser, and which

- renders it impossible or unsafe to hold the event.
4. The 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 is deemed as received by the participants. If the participants provide any information that is untrue, inaccurate, not current, or incomplete, or if the organiser have grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, the organiser may at any time suspend, revoke, cancel or terminate the participant's registration and participation in the event and refuse any current or future use of the event's official website (or any parts thereof).
  5. Once the participant's registration has been duly processed, there will be no fee refund for the participant who does not eventually take part in the event for whatever reason.
  6. 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.
  7. The organiser reserves the right to limit and or refuse entry without giving any reason or notice. The organiser also reserves the right at their absolute discretion to exclude or disqualify any participants whom the organiser is of the opinion to be acting in any manner that 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.
  8. The organiser reserves the right to cancel, defer and or add any event category without prior notice to the participant.
  9. Participants are strictly not allowed to transfer their event entry to another party or change the event categories after his/her registration is confirmed.
  10. Participants agree to accept promotional materials/items from the organiser whether in relation to the event or otherwise.

## **Event participation**

1. The organiser reserves the right to amend the event's race routes as they deem fit whether for the safety of the participants 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.
2. Whilst every reasonable precaution will be taken by the organiser to ensure the participant's safety, participants run at their own risk and the organiser will not be responsible or held liable for any injury or death howsoever arising from training for or during participation in the race. Participants are strongly encouraged to go for a medical examination and consult their medical practitioner before registration and before the actual race day.
3. The organiser reserves the right to delay the commencement of the race in the event of heavy rain, thunderstorms, or extreme weather conditions. Should the condition persist after the delay, the organiser reserves the right to cancel the race without any refund. In the event of a catastrophic or natural disaster resulting in the postponement or cancellation of the above event, the organiser shall not be held responsible for any claims whatsoever in any form made by individuals or parties concerned.
4. Participants must wear the assigned bib number on his/her chest at all times during the event's race. Participants who are not wearing the bib number will be taken off the event's race route by security officials.
5. Road closure where applicable will be lifted after completion of the race. The route will not be guarded by road marshals after the closure time. As per the instruction by the authorities, no participants are allowed to remain on the route after the closure time. If the participant proceeds to run after the closure time it will be at the participant's own risk. Timing will not be considered valid after closure time.

6. Participants must at all times follow the respective event route, and the direction of security officials, traffic management officials, event officials, and any enforcement officers.
7. Participants must retire from the event immediately if required to do so by any member of the event officials, medical staff, race director, race secretariat, or security officers.
8. All dogs are to be harnessed and leashed at all times. Dogs without a leash are not allowed to participate in the race for the safety of others.
  - a) Each registered dog must be at least over 12 months old;
  - b) Each registered dog must be in good health;
  - c) Dogs in heat are strictly prohibited from participating in the event, as it may disrupt the proceedings and pose a risk to other attendees and participants.
9. The organiser reserves the right to use any photograph (including those of participants), motion pictures, recordings, or any other media records of the event taken before, during, and after the event, for any legitimate purpose including commercial advertising and distribution to sponsors.
10. A participant who commences to run before the actual start time (Flag Off) of his/her registered category in the event will be disqualified. There may be wave starts based on estimated race times.
11. The organiser is not responsible for any loss, injury, or claims from using sponsored and non-sponsored products or services in this run.

### **Assumption of risks, waiver and release of liability**

1. The participant accepts and agrees that the event carries certain inherent dangers and risks that may or may not be readily foreseeable including without limitations to personal injury, damage to property, or death and his/her participation in the event is voluntarily in spite of potential risks and danger.
2. 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 possibility of serious physical trauma, injury, or death.
3. In consideration of the Organiser allowing or accepting (without liability) the participant to participate in any way in the event and /or activities registered to the official website, the participant which (includes his/her heirs, personal representative, executors, and administrators) shall be deemed to have agreed as follows:
  - a. 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.
  - b. To the fullest extent permitted by applicable, neither the Organiser, online registration company, sub-contractor, all municipal agencies and relevant authorities whose property or personnel are used, or sponsoring, co-sponsoring and other company parties and individuals related to the event and their respective directors, officers, employees, agents, representative, volunteers, related corporation, subsidiary and affiliate (collectively "releases") shall be responsible and liable in any manner for any costs, expenses, loss, damages, liabilities, injury or death cause participation in the event.
  - c. 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 is intended to be broad and inclusive as permitted by applicable law in Malaysia in which the event is conducted.
  - d. Waive and relinquish the right to sue or take any action proceeding against the releases (or any of them) for any claims, demands, losses, or damages of the participants on account of any injury, death, damage to property or any other cause

of action, which is caused or alleged to be caused in the whole or part by the negligent, fault, act or omission of the releases (or any of them) or otherwise.

### **Race entry packs**

1. All participants must collect their race entry pack which includes the race bib, event running tee, and other goodies on the race pack collection day which detail is stated below. If participants are unable to collect their race entry pack in person, they may empower a duly authorized person in accordance with the procedure detailed on the official website.
2. Late collection will not be entertained, and the Organiser shall not be liable for any loss or inconvenience caused, due to the participant's inability to collect their race entry packs. The Organiser may extend the collection time at the Organiser's discretion and on a goodwill basis only. For the avoidance of doubt, the Organiser is not obliged to extend the collection time or to ensure the participant receives their race entry pack. At all times, it is the responsibility of the participant to collect their race entry pack during their collection period. Entry packs not collected during the collection period will be deemed unwanted, and the Organiser shall be at liberty to dispose of or redistribute them accordingly.
3. The Organiser will provide the T-shirt based on the specified size stated in the registration form. *(If any of the specific sizes are unavailable, the organizer has the right to replace the stated sizes with a different size)*

### **Finisher Medals**

1. Finisher Medals will be distributed at the finish line to all participants and also delivered to Virtual Participants
2. No claims will be entertained thereafter.

### **Refund**

1. No refund will be made for wrongful or multiple registrations.
2. Substitution and changing of categories are NOT allowed. Please ensure to select the category that you are eligible for. Otherwise, you will have to re-register.