

SUN LIFE MALAYSIA SHiNE RESOLUTION RUN 2018

Please read all the terms and conditions ("Terms") carefully. Each individual who register to participate in the Sun Life Malaysia SHiNE Resolution Run ("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) ("Participant") 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 Sun Life Malaysia Assurance Berhad and Sun Life Malaysia Takaful Berhad ("the Organiser") in accordance with the Terms that are applicable to all participants.
2. The Event will be held on 14 January 2018 ("Date") at Perdana Botanical Garden, Kuala Lumpur - ("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 Website").
4. Eligibility:
 - 4.1. The Event is open to all and each participant attends the Event on his or her own free will. Age qualification will be taken as of 31st December 2018.
 - 4.2. The 12KM is open to participants of age 15 and above.
 - 4.3. The 5KM is open to participants of age 7 and above. Participants of age 3 - 12 years old MUST be accompanied by at least ONE adult participant of 18 years old and above of the same category who will at all times be responsible for their safety.
5. Prize Winners:
 - 5.1. Winners must be personally present to collect their prizes after the race and upon announcement of results. All uncollected prizes will be forfeited.
 - 5.2. The Organiser reserves the right to request winners for identity card or passport for age verification.
 - - Runners who have represented Malaysia at track and field/ road races from 2013 to 2018 are deemed NOT eligible to be prize winners.
 - Runners who are not Malaysians with registered Malaysian Identity Card are deemed NOT eligible to be prize winners.
6. Registration:
 - 6.1. Registration is only via Online Registration at www.heyjom.com
 - 6.2. For Group registration, registration is open for 5km and 12km with a maximum of 5 participants.

- 6.3. 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:
 - 6.3.1. 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").
 - 6.3.2. 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.
 - 6.3.3. 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 running of the Event in or outside of Malaysia. For such purpose, 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.
 - 6.3.4. The relevant 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 finishes.
 - 6.3.5. The Organiser will take reasonable precautions to keep the Participant's Personal Data secure and similarly require any third-party data processors to do the same.
 - 6.3.6. 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.
 - You can opt out at any time by emailing to wecare@sunlifemalaysia.com.
 -
- 6.4. By virtue of being the Event owner, the Organiser may use services of third parties.
- 6.5. 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 be the authority to interpret and in so doing, the Organiser will take into account the interests of all affected Participants. The decision of the Organiser shall be final and binding. Any update, modification or changes on the Terms or any other rules and regulations of the Event will be notified on the Official Website and (unless otherwise stated) takes effect from the date of notification on the Official Website.
- 6.6. 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 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.

- 6.7. 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. The Participant shall email to register@score.my to inform the Organiser if the Participant does not receive the Confirmation Email within the stipulated time or is unable to download the Confirmation Email from the registration portal. If there is discrepancy in the Confirmation Email, the Participant may report such discrepancy to the Organiser within five (5) working days from the date the Confirmation Email is sent by the Organiser.
- 6.8. The Confirmation Email is the only valid proof of confirmed registration / official receipt and to be used for the collection of race kits/ participation for the Event.
- 6.9. 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, out-dated or incomplete, or if the Organiser has ground to believe that such information is untrue, inaccurate, out-dated 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 and all current or future use of the Event's Official Website (or any parts thereof).
- 6.10. Once Participant's registration has been duly processed, there will be NO fee refund to Participant who wishes to withdraw their participation in the Event for whatever reason.
- 6.11. 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.
- 6.12. 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 that 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.
- 6.13. The Organiser reserves the right to cancel, defer and/or add any Event category without prior notice to the Participant.

- 6.14. Participant is strictly not allowed to transfer their Event entries to another party or change the Event categories after his/her registration is confirmed.
- 6.15. Participant agrees to accept promotional materials/items from the Organiser whether in relation to the Event or otherwise.

Important Note:

- Any online registration that is not followed with online payment is an invalid registration.
- No refund will be made for wrongful or multiple registration.
- Substitution and changing of categories is NOT allowed, so please select the category you're eligible to sign up according to the age qualification. Otherwise you will have to re-register.
- Substitution and changing of T-shirt size and color is NOT allowed after registration.
- Postal entries are not accepted.
- The decision of the Organiser is final when accepting entries. The Organiser has the right to refuse an entry without having to disclose any reason.
- All payments are to be collected in Ringgit Malaysia. All fees are subjected to a 6% Goods and Services Tax.
- All T-Shirt measurements are subject to 1 to 2 CM variance.
- All merchandise - Colour, design and material published on the "Official Website" and www.heyjom.com are for illustration purposes. It might differ from the actual merchandises and are subject to change without notice.
- T-shirt colours and sizes are available while stocks last.

7. General Enquiries:

- 7.1. For any general enquiries pertaining to the Sun Life Malaysia SHiNE Resolution Run 2018, please contact:
- Email : register@score.my
- Tel : 03-7726 4277
- Operating hours : 9:00am - 6:00pm (Mon - Fri)

8. Registration Closing Date:

- 8.1. 15th November 2017 for 12km category,
- 8.2. 15th November 2017 for 5km category, or
- 8.3 upon reaching the maximum of 3,000 participants, whichever is earlier

9. Race-kit:

- 9.1. Race kit consists of:
 - i. Running Tee

- ii. A number bib (c/w timing chip - for 12km only) plus back bib and safety pins
- iii. Draw-string bag
- 9.2. Running Tee sizes availability are on a first-come, first-served basis

Important Notes:

- Race kit will be available for collection at Quill City Mall, Kuala Lumpur on 6 January 2018 and 7 January 2018, 10.00am – 6.00pm.
- All race kits 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.
- Any late collection of race kit(s) without prior agreement/arrangement with the organiser will be charged RM 10.00 per race kit as the late collection fee. So, please ensure to collect the race kit on the stipulated collection days.
- There will be NO distribution of kits on race day.
- If Participants are unable to collect their race entry pack in person on race kit collection dates stated above, another authorised person may do so if they bring along the completed Letter of Authorisation which will be sent to the Participants' email address by the Organiser.
- For collection of 10 race kit and above, please email your bulk collection name list (full name and IC number of each participant) to register@score.my latest by 6 December 2017. Please ensure to submit the Letter of Authorisation for each Participant listed in the bulk collection name list at the bulk collection counter on the race kit collection day.
- Foreigners and outstation runners (outside Kuala Lumpur, Putrajaya and Selangor) who require special arrangement for race kit collection, please drop us an email at register@score.my latest by 6 December 2017.
- Race kit Delivery will NOT be available.

10. Event Participation:

- 10.1. 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. 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 any such change. The Organiser shall not be liable for any other loss or inconvenience caused due to any such change.
- 10.2. Whilst every reasonable precaution will be taken by the Organiser to ensure the Participants' 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 Event.

- 10.3. Participant must at all times follow their respective Event Route, the direction of security officers/officials, traffic management officers/officials, Event's officers/officials and any enforcement officers/officials.
- 10.4. Participant 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.
- 10.5. It is the sole responsibility of every Participant to inform the medical staff/safety marshal of the Event regarding any injury or reason that they cannot exercise.
- 10.6. Should any Participant feel fatigue, restless, or an injury at any time during or before the Event commences, they must immediately inform the medical staff/safety marshal and refrain from joining the Event.
- 10.7. 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.
- 10.8. The Organiser reserves the right to use any photographs, image, 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.
- 10.9. 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 stated in the Official Website).
- 10.10. Participant who does not start within 10 minutes from the Flag-Off Time will be disqualified and for safety reasons may not be allowed to start.
- 10.11. The Organiser cannot be held responsible for lost, damaged or stolen property during the Event.
- 10.12. Beverages are permitted provided they are in a sealed container only (no glass containers allowed).
- 10.13. 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.

Important Notes:

- Participants must comply with any amendments made to the Terms and rules and regulations by the Organiser.
- The Organiser reserves the right to refuse admission to the Event at its sole discretion.
- Participants are advised to wear the Sun Life Malaysia SHiNE Resolution 2018 running tee during the Event.

- The Organiser reserves the right to refuse entry to any applicant not adhering to the race requirement - The 5KM race is open all adults and kids aged 7-14 and MUST be accompanied by an adult Participant of the same category. The 12KM race is open to all Participants aged 15 and above.
- All Participants below 18 years old must obtain parental / guardian consent whereby the Participants and parent / guardian MUST complete the Waiver / Indemnity Letter which will be sent to the Participants' email address by the Organiser.
- Bib given to the Participants during the Race Kit 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.

11. Assumption of Risks, Waiver & Release of Liability

- 11.1. Participant accept and agree that (a) the Event carry 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.
- 11.2. 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.
- 11.3. 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. All Participants, including those with pre-existing medical conditions or disability, shall be subject to clause 11.4 below.
- 11.4. 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. 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;
 - 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.
- 11.5. The decision of the Organiser on all and any matter in connection with the Event shall be final and binding.
- 11.6. 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.
- 11.7. 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.
- 11.8. The Terms shall be binding on the heirs, personal representatives, executors and administrators and permitted assigns of the Participants.
- 11.9. 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.

12. Result:

- 12.1. The results of all categories will be verified by the Organiser and their decision is final based on the fastest timing.

13. Certificate:

- 13.1. E-Certificate will be made available after seven (7) days from the Event day for Participants to download.
- 13.2. E-Certificate will be available for downloading for a period of thirty (30) days from the day that it was first made available.

14. Medal:

- 14.1. Finisher Medals will be available for redemption at a designated area after the finish line to all participants on the Event day. No claims will be entertained thereafter.
- 14.2. Winner Trophies will be given during prize presentation.

15. Snack Pack:

- 15.1. Snack pack will be ready for redemption by all Participants (by showing their bib) upon completion of the run.

16. Medical:

Whilst every reasonable precaution will be taken by the Organiser to ensure the Participants' safety, Participants are strongly encouraged to go for a medical examination and/or consult their medical practitioner prior to registration and before the actual race day. The Organiser reserves the right to stop any Participants deemed physically incapable of continuing the race to prevent further injuries.

