

TERMS AND CONDITIONS

GENERAL

- MHW Night Run by AIA Vitality (referred to herein as the "race") is organized by Mongoose Publishing Sdn Bhd ("Organizer") in accordance with these Terms and Conditions ("T&Cs") that are applicable to the Participants.
- By continuing to use the Organizer's services, registering for the race, submitting information to the Organizer (and/or its related entities) whether for the purpose of registering for the race or otherwise, as well as using any features of the aforementioned website, you signify that you have read, understood and agree to be bound by the T&Cs (as amended from time to time) in respect of the Organizer's collection, use and disclosure of your personal information. Further, you hereby expressly agree and consent to the Organizers (including its related entities, as well as their respective agents'), collection, use and disclosure of your personal information.
- The Organizer reserves the right to modify or substitute any of these T&Cs from time to time as they deem fit, without prior notice. If there is ambiguity in any of these provisions, the Organizer shall be the authority to interpret and in so doing, the Organizer will take into account the interests of all the affected Participants. Any amendments to these T&Cs will be updated here.

REGISTRATION

- Completion of the online registration form confirms the Participant's agreement to abide by these T&Cs.
- For the kids' category, completion of the online registration form confirms the Parent/legal Guardian's agreement to abide by these T&Cs. The Parent/Legal Guardian shall be responsible for any occurrence/incident/damage/injury to or by the Participant at the kids run regardless of whether the Parent/legal Guardian attended the Event
- Registration for the race is only confirmed upon payment and issuance of a race identification number.

ENTRY

- The Participant agrees to: (i) provide true, accurate, current and complete information about the Participant contained in the registration form (the " Personal Information"); (ii) maintain the security of the Participant's password and identification; and (iii) maintain and promptly update the Personal Information to keep it true, accurate, current and complete. The Organizer may contact the Participant from time to time by email. Any notice sent to the email address registered with the Organizer shall be deemed a» received by the Participant.
- If the Participant provides any information that is untrue, inaccurate, not current or incomplete, or if the Organizer has grounds to suspect that such information is untrue, inaccurate, not current or incomplete, the Organizer may suspend or terminate the Participant's registration.
- No changes to registration details once registration is completed. (Exemption would only be made for crucial details, e.g. Emergency contact person).
- The Organizer reserves the right to limit and/or refuse race entries without assigning any reason.
- The Organizer will not entertain nor be in any way responsible for any disputes arising from incomplete entry details.
- Participants are strictly not allowed to transfer their race entries to another party or change race categories after their registrations are confirmed.
- After registration, there will be no fee refund for participants who do not eventually take part in the race, for any reasons whatsoever.

DISCLOSURE

- Participants are deemed to have given permission to the Organizer to collect, analyze and collate any personal information relating to that Participants, as the Organizer may in its sole discretion deem fit, including without any limitation information for the Organizer's programmed, planning, data-processing, statistical or risk-analysis, research and/or any other purposes.

SAFETY

- Whilst reasonable precaution will be taken by the Organizer to ensure the Participants' safety, the Participant takes part in the race at his or her own risk. To the fullest extent permissible by applicable law, the Organizer, Partners or Sponsors the race. The Participant is strongly encouraged to consult his or her medical practitioner prior to registration and before the actual race day.
- A Participant must retire from the race immediately if required to do so by any member of the official medical staff, race director, and route marshal and/or security officer.

RACE

- Only for Kids age 7-12 who is running in the 700m run will have to be accompanied by a parent or guardian.
- The Organizer reserves the right to use any photographs, motion pictures, recordings, or any other media records (including those displaying the Participant] of the race, for any legitimate purpose, including commercial advertising.
- The Organizer reserves the right to limit and or refuse race entries without assigning any reason.
- The Organizer reserves the right to amend the race routes as they deem fit for the safety of the Participant and or to prevent any potential hazards in the running of the event, at any time without prior notice to the Participant. In such cases, every effort will be made to inform the Participant prior to the day / date of the event. The Organizer, Partners or Sponsors shall not be liable for any other loss or inconvenience caused.
- Participants' wins will not be recognized by the Organizers should they wish to run out of their respective categories.

CANCELLATION

- After registration, there will be no fee refund for a Participant who does not eventually take part in the race, for any reason whatsoever.
- The Organizer reserves the right to cancel the race at any time without prior notice to the Participant, in which case they will make reasonable effort to inform the Participant prior to the date of the event. If the race is cancelled, there shall be no refund of fees paid. The Organizer, Partners or Sponsors shall not be liable for any other loss or

inconvenience caused.

AGE REQUIREMENTS

- All Participants are to strictly adhere to the age limitations imposed on the category.

RACE CATEGORIES

- Participants can choose to participate either in the 5km, 12km or 21km run
- Kids age 7-12 can only participate in the 700m run
- Kids age 13-15 can only participate in the 3km run

RACE PACK COLLECTION

- All participants must collect their race entry pack (the “Race Entry Pack”) which includes the race bib and T-shirt at the Race Entry Pack Collection location (“REPC”) during the collection period (“Collection Period”), of which details will be stated at the main registration page.
- If participants are unable to collect their Race Pack in person, they may empower a duly authorized representative in accordance with the procedure detailed on the main registration page.
- Late collections will not be entertained and the Organizer shall not be liable for any other loss or inconvenience caused, due to Participants’ inability to collect their Race Pack. For avoidance of doubt, the Organizer is not obliged to extend the collection period or to ensure that a Participant receives his or her Race Pack. At all times, it is the responsibility of the Participants to collect his or her Race Pack during the Collection Period.
- Race Packs not collected during the Collection period will be deemed unwanted, and the Organizer shall be at the liberty to dispose or re-distribute them accordingly.