

EjenAli Virtual Run 2022

Terms and Conditions (“T&C”)

PRIVACY POLICY

1. The privacy of your Personal Data is important to us. The Personal Data management of all registered participants (hereafter referred to as “the Participants” or “you”) of this Event will be handled with the utmost reasonable care and in accordance with our Privacy Policy.
2. To process your registration as the Participants, we are required to collect your Personal Data as we need to identify the Participants and obtain Personal Data necessary in regards with this Event.
3. Where you have provided us with the Personal Data in regard to any other person other than you (“the Third Party”), you represent to us that you have obtained the necessary consent from the Third Party and they consent to the handling by us of their Personal Data in accordance with this Privacy Policy.
4. We collect Personal Data from you to provide you with Products both consumer or commercial goods and/or Services in the normal course of providing to our customers or participants of any events.
5. Also, we make use of “cookies” on our platforms. A cookie is a small software message sent to your web browser by our web server. Your browser stores the message in a file and the message is then sent back to our servers each time your browser requests a page from our servers.
6. We use cookies to gain statistics on which areas of our sites attract traffic. We also use cookies to improve your experience of our websites. For example, cookies allow us to recognise whether or not you are returning to our websites. In addition, we make use of third parties who use cookies to serve ads based on past visits to our website. This may allow us to alert you to products or offers which we think you might be interested in viewing.
7. Most Internet browsers are set up to accept cookies. If you do not wish to receive cookies, you will need to adjust the settings of your browser to refuse all cookies or to notify you each time a cookie is sent to your computer.
8. When you click on links and banners on our sites that take you to third-party websites, you will be subject to that third-party’s privacy policies. While we support the protection of privacy on the internet, we cannot be held responsible for the actions of any third-party websites.
9. Personal Data collected from you is as follows (but not limited to):-
 - a. Your name and contact details, such as your physical address, email address and phone number;
 - b. Your gender, birthdate and occupation;

- c. Your company name (if applicable);
 - d. The name of the domain from which you access the internet;
 - e. The date and time you access our sites;
 - f. Your running statistics and data;
 - g. The internet address of the website from which you linked directly to our sites;
and
 - h. Other information you may supply to us.
10. We may disclose Personal Data we hold to our directors, officers, employees and other associated companies for business purposes and marketing or remarketing purposes through our websites or other social media channels.
11. We may also provide and disclose your Personal Data to third party service providers or contractors such as courier delivery companies.

WAIVER AND DISCLAIMER

12. You accept and agree that events carry certain inherent dangers and risks which may or may not be readily foreseeable, including without limitation to personal injury, property damage or death.
13. IN CONSIDERATION of allowing the below undersigned participant or participants (here on known as Participant) to compete or participate in any way in the above event and/or activities (registered through this website and mobile application), for himself/herself, his/her personal representatives, agrees as follows:
- a. Marhaen.my (“the Organizer”) only acts as a portal for registrations and will not be liable or responsible for any claims by the Participants due to whatsoever issues regarding or caused by the Organizer.
 - b. The Participant waives the ultimate right to sue the Organizer for any and all claims, demands, losses or damages of the Participant on account of any injury, including, but not limited to the death or injury of the Participant or damage to property, all of which is caused or alleged to be caused in whole or in part by the negligence of the Organizer or otherwise.
 - c. The Participant warrants that he/she is in good physical condition and has sufficient preparations and is able to safely participate in the Events. The Participant is fully aware of the risks and hazards inherent in participating in the Events, including the possibilities of serious physical trauma, injury or death.
 - d. The Participant grants to the Organizer the use of the Participant’s name and photographs in broadcasts, newspapers, magazines, brochures, internet websites, and other media without compensation or prior notice.
 - e. The Participant acknowledges that the entry fee and the transaction cost (if any) of the Events, is non-refundable, non-transferable and non-deferrable.
 - f. The Participant acknowledges that the Organizer of the Events has the right to alter, change, cancel and/or postpone any of these events as a result of circumstances that would directly affect or impact the event which is or beyond control.
 - g. You understand and fully aware of the risks and its potentially hazardous and that a registered participant MUST not participate unless you are medically able and

have sufficient training and preparations. The Risk includes minor injuries to major and fatal injuries resulting in death.

- h. You and/or the Participants together with the heirs, personal representatives or assigns or executors do hereby release, waive, discharge and covenant not to sue the Organizer for any and all liability from any and all claims arising from the participation in the events by you or any other registered party.
- i. The Organizer makes no warranty and assurance that the services in the Organizer registration portal will be uninterrupted, secure or error free. The Organizer also does not guarantee the accuracy or completeness of any information, or provided in connection to the Events or otherwise in the website.
- j. You agree that this Agreement and Waiver is governed and construed in accordance with the laws of Malaysia. You further agree that this Agreement and Waiver is intended to be as broad and inclusive as is permitted by law of Malaysia.
- k. By accepting this Agreement and Waiver, you are affirming that you have read, understood and fully agreed to the terms and you will give up substantial rights, including the rights to sue and to release all liability to the greatest extent allowed by law.