

Terms and Conditions
“Walk for Inclusion Walkathon”

Introduction

1. The “Walk for Inclusion Walkathon” (“the Event”) is organised by Shining Star Preschool PJ in collaboration with Junior Chamber International Petaling Jaya (“JCIPJ”) (collectively, the “Organisers”).
2. The following terms and conditions shall apply to the Event and can be found at <https://www.shiningstarpreschool.com.my/index.php?ws=latestnews&nid=117775> (the “Official Website”).
3. The Organisers may amend these terms and conditions at their sole and absolute discretion without notice or liability to any party. Participants should check the Official Website regularly for the latest terms and conditions and Event information. Any dispute arising from participation in the Event shall not be entertained.
4. The Organisers’ decision on all matters arising out of or in relation to this Event shall be final and binding upon all parties and they shall not be obliged to enter any correspondence on any matter concerning the Event. These terms and conditions apply to all Event Participants and parents/guardians of Participants under 18 years old.
5. The completion of the registration form whether via online or physically (if applicable) is an indication of the Event Participant’s (“Participant”) agreement to abide by the terms and conditions of the Event.
6. By entering the Event, Participants hereby expressly and unconditionally agree to follow the reasonable directions of the Organisers and abide by the rules of the Event, which shall be communicated to the Participants from time to time. These include, but are not limited to, time limits, start procedures and timings, medical requirements, et cetera. Participants shall always act responsibly and honestly in respect of their participation in the Event and during the time leading up to it, and shall not bring,

through their actions or omissions, either directly or indirectly, the Event and the Organiser into disrepute.

7. The failure of the Organisers to insist upon strict adherence to any terms and conditions contained herein shall not be considered as a waiver of the Organisers' rights or deprive the Organisers of the right thereafter to insist upon strict adherence to that term and condition or any other terms and conditions contained herein.
8. Where applicable, the term "Participant" shall also include the Participant's parent(s) and/or guardian(s) and the term "Event" shall also include all activities carried out during the Event.

Registration

9. By signing up for the Event, including but not limited to completion and submission of the online registration form or hardcopy form, whichever is applicable, the Participant acknowledges and agrees to these terms and conditions, and its amendments that may be made from time to time. The Participant agrees that his/her online registration in the Event is personal to the Participant and is not transferable to any other person, nor will any other person be permitted to participate in the Participant's place.
10. The Event is open to all aged 3 and above, and each Participant certifies that he/she is 18 years or older at the time of registration for the Event, unless otherwise notified to the Organisers. If a Participant is below 18 years old, the Participant must seek parental/guardian's consent before registering and participating in the Event, and in such an instance, such Participant's parent(s)/guardian(s) shall participate in the Event together with such Participant and keep such Participant accompanied and supervised by the parent(s)/guardian(s) at all times and such Participant's parent/guardian certifies or shall be deemed to have certified that he/she has completed and submitted the consent form, read this document, fully understands and agrees to these terms and conditions for and on behalf of such Participant.
11. As the Event will involve some obstacle courses, The Participant declares as a condition of entry into the Event that:

- 11.1 the Participant has undertaken appropriate and sufficient training for the Event.
 - 11.2 the Participant is not aware of any condition, illness, injury or disability that may cause or result in injury or death during or because of participating in the Event; and
 - 11.3 the Participant shall keep himself/herself informed and shall be responsible for assessing the dangers, hazards and other risks involved when taking part in the Event notwithstanding any actions or activities undertaken by the Organisers and its employees, directors, agents, or contractors in promoting, staging, organising or marketing the Event.
12. The Participant:
- 12.1 declares that he/she has provided true, accurate, current and complete information about himself/herself in the online registration form; and
 - 12.2 agrees to promptly update the Organisers if there are any changes following registration.
13. The Participant declares that the decision to take part in the Event is entirely his/her own decision, and accepts all risks associated with participating in the Event, including but not limited to the loss of life and/or any permanent injury.
14. There are two (2) categories of Participants, namely Children aged 3 to 17 and adult aged 18 and above.
15. Registration is only confirmed upon successful payment and issuance of a confirmation email.
16. The Organisers reserve the right to cancel or postpone the Event or to modify any part of the Event at any time without prior notice and without liability to the Participants. In the event of such cancellation, postponement or modification, the Organisers will post

the details of cancellation, postponement, or modification on the Official Social Media (WALK for Inclusion) and Website and may inform the Participants prior to the date of the Event.

17. If the Event is cancelled, postponed or modified for any reason whatsoever, there shall be no refund of registration fees paid unless otherwise determined by the Organisers in their sole and absolute discretion. If the cancelled or postponed Event is not rescheduled, the Organisers shall not be liable for any loss or inconvenience caused.
18. Upon successful registration for the Event, there shall be no refund of registration fees for Participants who did not take part in the Event, for any reason whatsoever. It is the responsibility of the Participant to check that he/she has duly completed and submitted the online registration form and to check that such registration has been accepted by the Organisers. The Organisers shall not be responsible for incomplete entry details or the failure to process and accept the Participant's registration, including but not limited to any technical glitches, faults and/or delays that may occur. Participants are reminded that the internet may be subject to unscheduled and unannounced outages, disruptions and breakdowns that may not be rectified promptly and therefore Participants are advised not to check his/her details through the confirmation email sent and inform to Registration director immediately if an error is spotted.
19. Registration period for the Event on the Official Website is from 26th April, 0000 hours to 31st May, 2359 hours. Any registration received after the registration period shall not be entertained. For the avoidance of doubt:
 - 19.1 any registration without payment or any payment made after the registration period shall not be accepted even if the registration is submitted before the expiration of the registration period. In such an instance, the Participant's purported registration shall be void and disregarded.
 - 19.2 the time the registration and payment are received by the Organisers shall be the time recorded by the servers of the Organisers. Therefore, any registration submitted before the expiration of the registration period but is only received or

captured by the servers of the Organisers after the expiration of the registration period shall be void and disregarded.

19.3 In the event any registration is void or rejected pursuant to the terms and conditions contained herein, then the fees paid for such void or rejected registration shall be refunded to the Participants within a reasonable time after the conclusion of the Event.

20. The Event will be held on **17.6.2023**. The Organisers reserve the right to extend, carry forward or postpone the Event at the sole and absolute discretion of the Organisers.

Eligible Participant

21. Subject to the terms and conditions contained herein, the Event is open to all aged 3 years and above.

Disqualification

22. The following entries will be disqualified:

22.1 registration that violate the Terms and Conditions, any applicable laws and/or regulations; and/or

22.2 unclear, incomplete, duplicate, copies, illegible or incorrect registration.

23. In addition, the Organisers reserves the right to disqualify any Participant that:

23.1 undermines, has or attempted to undermine the operation of the Event by fraud, cheating or deception; and/or

23.2 are not eligible or unable to provide proof of eligibility to participate in the Event for verification by Organisers when requested.

24. Participant is reminded not to litter during the event. Littering is strictly prohibited, and anyone found to be littering may be required to bear any fines or penalties which are imposed on the Organisers caused by littering. Participant is responsible for disposing of their waste in the designated bins provided by the Organisers. The Organisers reserve the right to disqualify any Participant who is found littering during the Event. By participating in the Event, Participant acknowledges and accepts this condition and agree to comply with the littering policy.
25. In the event of a disqualification after a Prize has been awarded, the Organisers reserves the right to demand for the return of the Prize or payment of its value from the disqualified Participant.
26. Clause 17 above on refund policy shall apply mutandis mutatis to any refund related queries arising out of Clauses 22 to 24.

Event Period

27. Where the Event would be adversely affected by conditions beyond the Organisers' reasonable control, such as the outbreak of COVID-19, etc. (based on the Ministry of Health's advisory), or haze (where the air quality pollutant standards index rises above the acceptable PM2.5 readings or based on the Government's advisory), the Organisers reserves the right to cancel or postpone the Event without any prior notification or liability. Clause 17 above on refund policy shall apply mutandis mutatis to a cancellation or postponement of the Event under this Clause 27.

Safety and Medical

28. The Participant is strongly encouraged to go for a medical examination and/or consult his/her medical practitioner prior to registration and before the walk.
29. The Participant is advised against the consumption of alcohol or stimulants or any kind of drugs within 24 hours before going for a walk.

30. Participants are responsible for their own medical conditions and for any participating children in their legal care. If any of the Participants are in doubt about their or their child's ability to take part or finish the Event or have any medical condition, kindly consult a doctor prior to participating in the Event. The Organisers do not take any responsibility and shall not be held liable in any manner whatsoever for the health of the Participants.
31. Disabled entrants are welcome to take part, although due to the nature of the Event it is urged that such participants contact the Organisers prior to registering as the Event may not be feasible for people with some disabilities.
32. While the Organisers have taken all reasonable care to ensure the safety of the Participants, the Organisers shall not be liable in any manner whatsoever for any injury, damage, loss, death or accidents experienced during and/or after the course of the walk. The Participant is to exercise vigilance when it comes to the traffic, weather and/or other conditions while taking part in the Event. The Organisers shall not be liable for any injury, loss, damage and/or loss of life in the process.

Waiver, Exclusion and Disclaimer of Liability

33. The Participant fully understands, acknowledges and assumes the risks involved in participating in the Event and accepts full responsibility for such risks, even if caused in whole or in part by the action, inaction, negligence or fault of the Organisers.
34. The Participant does hereby waive discharge and fully release the Organisers (including its employees, agents and volunteers) from all or any responsibility, actions, causes of actions, claims, demands and obligations whatsoever arising from any loss or damage (including indirect and consequential losses), to the maximum extent permissible by law, (including physical injury, loss of life or property damage) caused by or sustained as a result of the Participant's attendance and/or participation in the Event.
35. The Participant shall be fully liable for any loss, damage (including physical injury, loss of life or property damage, whether indirect or consequential) caused by or sustained because of the Participant's attendance and/or participation in the Event.

36. The Participant expressly and voluntarily agrees to waive, release, acquit and forever discharge the Organisers and agrees to defend, indemnify and keep indemnified, save and hold harmless the Organisers (including its employees, agents and volunteers) against all losses, claims, demands, injuries, death, action proceedings, damages, costs or expenses, including legal fees (on a full indemnity basis), and any other liability arising in any way from their participation in the Event.
37. The Organisers shall not be liable for any loss or injury suffered by any Participant who leaves the designated track while participating in the Event. The Organisers shall not be responsible for any accidents, injuries, or other incidents including but not limited to lost / missing child / children that occur as a result of a Participant leaving the designated track. By participating in the Event, Participant acknowledges and accepts this limitation / exclusion of liability and agree to release the Organisers from any and all claims, damages, or expenses arising out of or in connection with such conduct.

Parental / Guardian Consent and Waiver for Participants Under 18 Years Old ("Child")

38. The Parent(s) / Guardian(s) agree and consent to the Child taking part in the Event as set out under the terms and conditions above, and further agrees as follows:
 - 38.1 Parent(s) / Guardian(s) shall complete and submit the online registration form on behalf of the Child.
 - 38.2 Parent(s) / Guardian(s) are fully aware, has read, understood and agrees to the terms and conditions.
 - 38.3 Parent(s) / Guardian(s) endorse and acknowledge that their consent shall be provided as a precondition to the Child participating in the Event.
 - 38.4 An adult / guardian must accompany and supervise any Participant aged 3 - 12 years throughout the duration of the Event while an adult is advisable to accompany any Participant aged 13 - 17 years throughout the duration of the

Event. The Parent(s) / Guardian(s) of the Child must enter the Event prior to the Child entering.

- 38.5 This can be considered as a strenuous event to some Participants and the Child must be physically capable of walking the distance that they have been signed up for. It is up to the Parent(s) / Guardian(s) of the Child to decide if they are physically able to do so.
- 38.6 The Participant and/or their respective Parent(s) / Guardian(s) are aware and agree that the activities undertaken at the Event can be physically challenging and dangerous, and include but are not limited to water and other obstacles, climbing structures and adverse weather. There is a risk of serious injury and/or death associated with participation in activities at the Event. Following strict safety standards put in place by the Organisers minimizes these risks; however, they cannot be completely eliminated. Participation in activities and use of facilities at the Event is entirely at the Participant's and/or their respective Parent(s)' / Guardian(s)' own risk.
- 38.7 By permitting a Child to participate in the Event, Parent(s) / Guardian(s) of the Child acknowledge that the Child is sufficiently fit and healthy to safely participate in the Event and that the Child does not suffer from any medical condition which would adversely affect their ability to safely participate in all activities at the Event.
- 38.8 By permitting the Child to participate in the Event, Parent(s) / Guardian(s) of the Child hereby agrees to the terms and conditions, understand and assume all responsibility and risks associated with the same.
- 38.9 The Organisers shall not be held liable in any manner whatsoever for any loss or injury suffered by any Child who is not accompanied by Parent(s) / Guardian(s) while participating in the Event. The Organisers shall not be responsible for any lost Child, and the Parent(s) / Guardian(s) are solely responsible for ensuring the safety and security of their Child while participating in the Event. By participating in the Event, the Parent(s) /

Guardian(s) acknowledge and accept this limitation / exclusion of liability and agree to release the Organisers from any and all claims, damages, or expenses arising out of or in connection with any lost Child.

38.10 Parent / Guardian agrees to release, waive, and discharge the Organisers (including its directors, employees, agents or volunteers) from all or any liability, responsibility, actions, proceedings, damages, costs or expenses, including legal fees (on a full indemnity basis), and any other liability, arising out of and / or in connection with the Child's participation in the Event irrevocably and unconditionally, fully and forever, fully.

Indemnity

39. Each Participant agrees to indemnify, release and hold harmless each of the Organisers, its holding, subsidiary or related companies as defined in the Companies Act 2016, directors, officers, employees, agents, sponsors and / or representatives against any and all losses, rights, claims, actions and damages (including special, indirect and consequential damages) arising from or incurred as a result of the Participant's participation in the Event, acceptance of any prize, and / or the use of the Participant's entry and / or likeness in connection with the Event or violation of the Terms and Conditions.

Personal Data

40. By registering online and participating in the Event, the Participant consents to the collection, use, disclosure and/or processing of the Participant's personal information as set out below.

41. The Participant consents to the collection, use and disclosure of his / her personal particulars by/to the Organisers and/or their officers, employees, agents, vendors and such other third parties for the editorial, promotional and/or marketing purposes of the Event. The Participant agrees that the Organisers may contact him / her for any matter in relation to this Event, including but not limited to receiving email notifications and / or text messages in connection with this Event and to disseminate information relating

to the Organisers' programmes, talks, services and other activities and for any purpose permitted by the Personal Data Protection Act 2010. Should the Participant not wish to receive such communications via email and / or post or if he / she wishes to make changes to consent previously given, he / she may opt out by writing to the following email address isaac.jcipj@gmail.com and cc to shiningstarpreschool2007@gmail.com.

42. If a third-party registers on behalf of a Participant for the Event ("Registering Party"), the Registering Party confirms that he / she has obtained consent from the Participant to furnish such personal data and further consents on behalf of the Participant to the Organisers' collection, use and disclosure of the Participant's personal particulars for the editorial, advertising, promotional and / or marketing purposes of the Event. The Registering Party also, on the Participant's behalf, agrees to the terms and conditions of the Event.
43. The Participant consents to the Organisers' use and publication for the purposes, without notice and without compensation or other payment to the Participant, of any photographs, motion pictures, recordings or any other records of the Event that may contain the Participant's image, voice or statement and to the use and publication of the Participant's name, walk result, age in any form of media for any duration (including but not limited to the Official Website and the Organisers' official website, social media platforms and publications).
44. If the Participant and / or Registering Party provides any information that is untrue, inaccurate, not current or incomplete, or if the Organisers have grounds to suspect that such information is untrue, inaccurate, not current or incomplete, the Organisers may suspend or terminate the Participant's registration and / or participation in the Event and / or refuse any and all future use of the Official Website (or any parts thereof). The Participant will not be refunded for any amount paid.
45. The Organisers may amend any of these terms and conditions without prior notice or liability to any party.

46. the Organisers' decision on all matters arising out of or in relation to this Event shall be final and binding on the Participant. the Organisers' shall not be obliged to enter any correspondence on any matter concerning the Event.

Intellectual Property

47. The Participant agrees that all intellectual property rights in any contents and / or materials submitted, made or created by the Participant in connection with the Event and any derivative works arising there from will perpetually and unconditionally be vested in, assigned to and owned by the Organisers. The Organisers has the right to use and modify such materials or works in any way it deems fit without compensation to the Participant and the Participant waives all rights he or she may have in such materials or works.

Dispute Resolutions

48. These terms and conditions and accompanying details and/or guidelines (if any) as may be issued and specified by the Organisers and all disputes and differences arising therefrom shall be governed by and construed in accordance with the laws of Malaysia. The Participants agree that all disputes shall be resolved amicably, failing which the courts of Malaysia shall have exclusive jurisdiction to settle any dispute.

Refund Policy

49. Subject to Clause 16 and Clause 17 above, there shall be strictly no refund of the entry / registration fees paid by the Participant under any circumstances whatsoever.

Contact

50. For any queries regarding the terms and conditions, please write to isaac.jcipj@gmail.com and cc to shiningstarpreschool2007@gmail.com.

Lucky Draw

Introduction

1. The terms and conditions under this “Lucky Draw” Section shall be read together with the terms and conditions of the “Walk for Inclusion Walkathon” (“the Event”) above. In the event of any conflict, the main terms and conditions of the Event shall prevail.
2. The Lucky Draw constitutes the Participant’s unconditional agreement to and acceptance of these terms and conditions. Each Participant therefore agrees to be bound by and abide to these terms and conditions including any amendments, modifications and/or interpretation thereof.
3. Each of the Participants hereby agrees to release and hold harmless the Organisers, its employees, agents and representatives against any and/or all losses, damages, rights, claims and actions of any kind in connection with the Lucky Draw (including resulting from acceptance, possession, use or misuse of any prizes, or travel to or from any prize-related activity).
4. No representation, warranty or undertaking is given that any entry submitted by the Participants will be received or held in confidence.
5. The Organisers reserve the right to cancel, terminate or modify the Lucky Draw or these terms and conditions without prior notice, at its sole and absolute discretion.
6. The Organisers reserve the right to publish and display the names, address, photographs, audio and visual recordings of the winners, in any mass media or marketing materials for advertising and publicity purposes without payment or compensation.
7. The Organisers’ failure to enforce any of these terms and conditions shall not constitute a waiver of that provision.
8. The decision of the Organisers on all matters relating to or in connection with the Lucky Draw (including selection of the winners and any disputes in relation thereto) is final and binding on all parties concerned and no correspondence or appeals shall be entertained.

9. If any of these terms and conditions shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such terms and conditions shall not affect the other provisions and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect.
10. The Organisers are committed to handle all personal data in relation to the Lucky Draw in compliance with applicable personal data protection laws and regulations in Malaysia. By participating in the Lucky Draw, each of the Participants is deemed to have read, understood and agreed to the aforesaid Personal Data Protection Statement.
11. The Lucky Draw, these terms and conditions and accompanying details and/or guidelines (if any) as may be issued and specified by the Organisers and all disputes and differences arising therefrom shall be governed by and construed in accordance with the laws of Malaysia. The Participants agree that all disputes shall be resolved amicably, failing which the courts of Malaysia shall have exclusive jurisdiction to settle any dispute.
12. Failure to follow these event rules, as may be amended, will result in immediate disqualification and loss of prizes.

Eligibility

13. Any participant in the Event is entitled to participate in the Lucky Draw, including children participants aged 3 to 17.

The Lucky Draw

14. Participants who successfully complete the course of the Event will be given one (1) Lucky Draw Participation ticket and each ticket is only entitled to one (1) entry for the Lucky Draw.
15. Only original Lucky Draw tickets issued by the Organisers are valid for participation in the Lucky Draw.

16. The Organisers have the absolute discretion to disqualify any Lucky Draw tickets that do not meet the criteria set out in these Terms and Conditions. Such determination is final and conclusive, and the Organisers are not obliged to give any reason for its determination.
17. The Lucky Draw will be held on the same day as the Event, during the Event. The Organisers shall announce the time and venue for the Lucky Draw during the Event.
18. The value of the prizes may vary, and the Organisers reserve the right to replace any prizes with items of similar value without prior notice. In the event any of the Prizes have a validity or expiry date, the Organisers shall not be held responsible for any expired Prizes due to the Winners' failure to redeem and/or utilize the Prizes within the stipulated validity / expiry period.
19. In the event any of the Prizes are not immediately available or where such Prizes are required to be redeemed from third parties, the Organisers shall notify the Winner of the same through the contact details stated by the Participant in the registration form for the Event submitted to the Organisers.
20. All Winners shall be drawn and announced at the conclusion of the Lucky Draw during the Event. All Lucky Draw Winners shall be required to furnish their Lucky Draw Ticket together with identification documents such as NRIC or Passport to the Organiser for verification purposes during and/or prior to the collection of the Prizes. The Organiser shall have the right to withhold or forfeit any Prize from any Lucky Draw Winners who fails to provide such Lucky Draw Ticket and identification documents for the collection of the Prize.
21. In the event the selected Winner does not come forward after being called out for three (3) times (a "no show") or is ineligible, he/she will be disqualified and his/her Prizes forfeited with no alternatives to be offered and he/she shall not be entitled to any compensation.
22. If the Organisers discover that a Winner was not entitled to participate or if a Winner is subsequently disqualified from participating in the Lucky Draw or the Event, the

Organisers may at its discretion forfeit the Prize, reclaim it after award and then choose an eventual winner from the reserve winner list or donate the Prize to an approved charitable organisation of the Organisers' choice.

23. Prizes are non-refundable, non-exchangeable, not redeemable for cash, and non-transferable. The Organisers make no representation, warranty or undertaking whatsoever as to any implied terms and conditions with respect to the Prizes, including, without limitation, relating to quality, merchantability or fitness for a particular purpose. The Organisers assume no liability or responsibility whatsoever in respect to defect or deficiency of the Prizes and will not entertain any correspondence in this regard. All winners shall accept the prizes on an "as is" basis.
24. The winner of any Prize shall be responsible for all ancillary and additional costs arising from the use of the Prize, insofar as these are not specifically indicated as part of the Prize.