

# MOVE ON TERMS & CONDITIONS

## A. GENERAL

### 1) Accessing our site

**1.1** We do not charge for access to and use of Move On Mobile App.

**1.2** You may be required to register in order to access certain features on our App. Please refer to the Race Terms and our Privacy and Cookie Policy for details how we use the information that you provide to us.

**1.3** We do not guarantee that Move On App, or any content on it, will always be available or be uninterrupted. Access to our App is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our App without notice. We will not be liable to you if for any reason our App is unavailable at any time or for any period.

**1.4** You are responsible for making all arrangements necessary for you to have access to our App. You are responsible for configuring your information technology, computer programs and platform in order to access our App. You should use your own virus protection software.

### 2) Postings supplied by you

**2.1** The App may link to our Facebook page or other features on the App which may provide some areas where you can post or exchange information, ideas and opinions as well as post photos and other materials. Such actions are collectively referred to as "Postings". If you make use of this facility you must comply with the terms set out in this Agreement and any applicable terms (including any which may be imposed by the operators of Facebook).

**2.2** The standards set out in this clause **2.2** apply to all Postings. You must comply with the spirit and the letter of the following standards. The standards apply to each part of any contribution as well as to its whole.

**(i)** Postings must:

- Be accurate (where they state facts).
- Be genuinely held (where they state opinions).
- Comply with applicable law in the Malaysia and in any country from which they are posted.

**(ii)** Postings must not:

- Contain any material which is defamatory of any person.
- Contain any material which is obscene, offensive, hateful or inflammatory.

- Promote sexually explicit material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trade mark of any other person.
- Be likely to deceive any person.
- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- Give the impression that they emanate from us, if this is not the case.
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.
- You warrant that all of your Postings do comply with the standards set out in this clause **2.2**, and you will be liable to us and indemnify us for any breach of that warranty. If you are a consumer user, this means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

**2.3** You hereby authorize us to copy and use and/or authorize others to use all or part of your Postings in any manner (including, without limitation, for the purposes of implementing or developing any idea that you may suggest or discuss), format, or medium that we or such other parties see fit throughout the world. You waive any moral rights.

**2.4** We have the right to disclose your identity to anyone who alleges that your Posting may infringe their intellectual property rights or their right to privacy.

**2.5** You must not misuse the App by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorized access to the App, the server on which the App is stored or any server, computer or database connected to the App. You must not attack the App via a denial-of-service attack or a distributed denial-of service attack. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the App will cease immediately.

### **3) Monitoring and moderating**

**3.1** Please be aware that we have no obligation to (and do not always exercise) editorial control over Postings or other information that users post to the web site / App and such information does not necessarily reflect our views.

**3.2** Notwithstanding clause **3.1**, we reserve the right to monitor and/or moderate all Postings and to remove all or part of any which we consider in our absolute discretion to be offensive or otherwise in breach of this Agreement. We may also make alterations to Postings at any time and at our discretion.

### **4) Complaints**

**4.1** If you have any complaint about any Posting or other content on our App please contact us at [info@mov3on.com](mailto:info@mov3on.com)

**4.2** Your complaint will be dealt with by our team in accordance with our internal moderation and take down policy and guidelines in place from time to time. A member of our team will use reasonable endeavors to respond to you although you should be aware that we receive, review, investigate and deal with complaints only during our normal business hours.

**4.3** We reserve the right to terminate your registration and access to the App if we suspect any misuse of our complaints procedure.

### **5) Intellectual Property Rights**

**5.1** We are the owner or the licensee of all intellectual property rights in and relating to:

- our App; and
- the material (including all logos, text and graphics) published on the App; and
- the software used to operate our App.
- These works are protected by copyright and other intellectual property rights around the world. All such rights are reserved.

**5.2** You may print off one copy, and may download extracts, of any page(s)) from our App for your personal reference and you may draw the attention of others within your organization to material posted on our App.

**5.3** You must not modify the paper or digital copies of any materials you have printed off or downloaded in accordance with clause **5.2** in any way, and you

must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

**5.4** Our status (and that of any identified contributors) as the authors of material on our App must always be acknowledged.

## **6) Content**

**6.1** The content on our App is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our App.

**6.2** Although we make reasonable efforts to update the information on our App, we make no representations, warranties or guarantees, whether express or implied, that the content on our App is accurate, complete or up-to-date.

## **7) Disclaimer and liability**

**7.1** Nothing in the Agreement shall limit our liability for fraud or for death or personal injury caused by our negligence or in relation to any other liability which cannot be excluded or limited by law.

**7.2** Subject to clause **7.1** and other than as stated in this clause 7 or the Sales Terms, all implied terms, conditions or warranties are hereby excluded to the fullest extent permitted by law.

**7.3** Whilst we make every effort to ensure the availability and accuracy of our App and any content, we do not warrant that the availability of our App will be uninterrupted or that App and any materials accessible via the App will be error or omission free.

**7.4** We do not accept any responsibility for any use made of the App and we shall not be liable:

**(i)** in any circumstances for any loss of profits, loss of sales or revenue, loss of or damage to goodwill, loss of customers, loss in connection with third party claims, or any indirect, special or consequential loss (even if the party concerned has advised of the possibility of such loss);

**(ii)** for any failures, interruptions, delays or other matters of a similar nature arising out of circumstances beyond our reasonable control; and/or

**(iii)** for any other loss suffered in connection with the use of our App or any content to the fullest extent that we may exclude or limit such liability under applicable law.

**7.5** Subject to clauses 7.1 to 7.4 above, our liability under or in connection with the Agreement and the App is limited to the greater of (i) an amount equal to 100% of the amounts paid by you to us; or (ii) RM100.00.

**7.6** Different limits and exclusions apply if you purchase merchandise from our App. Please refer to the **Sales Terms**.

## **8) Your personal information**

**8.1** Please see the **Race Terms** and our **Privacy and Cookie Policy** for details of how we process your personal details and how we use cookies on the App here.

## **9) Variations**

**9.1** We may revise the terms of the Agreement at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms and conditions may also be superseded by provisions or notices published elsewhere on our App.

## **10) Linking to our App**

**10.1** You may link to our home page or any other relevant page of our App, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

**10.2** You must not establish a link from any App that is not owned by you.

**10.3** Our App must not be framed on any other site. We reserve the right to withdraw linking permission without notice.

## **11) Others**

**11.1** If we fail, at any time, to insist upon strict performance of any of your obligations under any of the terms of the Agreement, or if we fail to exercise any of the rights or remedies to which we are entitled under the Agreement, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

**11.2** We will not be liable to you for any breach of the Agreement that arises because of any circumstances which we cannot reasonably be expected to control.

**11.3** No term of the Agreement is enforceable under the Contracts.

**11.4** If there is a conflict or inconsistency between any provision contained in these General Terms and the Race Terms and/or the Sales Terms, except where provided to the contrary, to the extent of the conflict or inconsistency the following order of precedence shall apply:

- (i) if you are purchasing merchandise, the Sales Terms will take precedence; and
- (ii) if you enter a race, clause 7 of General Terms will prevail and the Race Terms will take precedence over all other clauses of the General Terms.

## **12) Law**

- The Agreement is governed by Malaysia law. You agree to submit to the exclusive jurisdiction of the Malaysia courts provided that nothing in this clause will prevent us from taking any action in any court that has jurisdiction over you.

## **13) Contact**

- You may contact us at [info@mov3on.com](mailto:info@mov3on.com)

## **14) Images and Licensing**

**14.1** All of our images used on our finisher medals are either:

- a. Drawn by a member of our affiliated design team (the company 'Nokua Design' will be credited in the description of the races' OR
- b. Have been acquired by purchase of enhanced license by the owner of the image through <http://shutterstock.com> or similar (Also credited in race description)

**14.2** All of our medals are intended as parody, caricature and pastiche. Our medals are NOT affiliated or created by any other organization other than GISEL UNITED SDN BHD.

## **B. RACE TERMS**

### **1) Race entry**

**1.1** By entering a race you are agreeing to enter into the race and also agree to abide by these Race Terms as well as the General Terms and the terms set out on the relevant race entry page of the App.

**1.2** Entries to races are non-transferable. Participation in the race is personal to you; you are strictly prohibited from swapping, selling or transferring or offering to sell, swap or transfer the place in the race.

**1.3** To enter a race you must be 18 years of age or older on the date of the race unless you have the permission of your guardian.

**1.4** Participants below the age of 18 must seek parental or guardian consent and fill in the relevant indemnity form when registering online. Failing which, The Organizer reserves the right to refuse entry to the participant.

**1.5** Race entry closure is determined and announced when race participation reaches the stated capacity or a pre-set date. This will be stated on the App entry page of the race in question.

**1.6** Entry is only valid for the details listed on the entry form and is not transferable.

**1.7** For an entry to be valid, entrants must complete the entry form, and pay the required entry fee prior to the commencement of the event

**1.8** Entrants acknowledge that the medal is a reward for all completing entrants in the allocated time.

### **2) Race Entry Fees and Cancellation**

**2.1** You must pay the race entry fee at the time of entering the race, otherwise cancellation of registration might occur in any time.

**2.2** All race entry fees are non-refundable, and cannot be deferred towards a future race, nor can an entry be transferred from one race to another. You do not have a right to change your mind since the race entry fee is charged in return for our entering you into the race. Your entry is completed as soon as you have completed the race entry process.

**2.3** You may request for refund if and only you accidentally bank-in or bank transfer an amount that exceeding the actual fees.

**2.4** Kindly be reminded that the accuracy of your address is very important, we will not hold responsible of any undelivered entitlement due to inaccuracy of the address provided. An additional courier fee will be charged to the Winner for any request of redelivery.

**2.5** Winner's Tee size is strictly based on the size selected by the participant during registration; any request of size change will not be entertained.

**2.6** The entry fee is inclusive of GST. The race entry depends on the type of race chosen. GST is charged at 6%.

## **2) Race Consent and Declaration**

### **2.1 Registration Consent**

- For entrants 18 years and over: By completing an entry to a race, I certify I have read and accept the terms and conditions for participation in this event.
- For entrants under 18 years: By completing an entry to a race, I certify I am the parent/ guardian of this entrant who is under 18 years and I give my consent for them to participate in this event. I accept the terms and conditions for participation in this event on behalf of the entrant and declare them as capable of completing the distance they have nominated.

### **2.2 Physical Health and Safety**

- Entrants declare that they are physically fit and capable of participating in this event and completing the distance they have nominated. They are not aware of any medical condition or impairment that will prevent participation in this event or will affect their health by participation.
- By agreeing to these terms and conditions, entrants release event organizers, from all claims connected with participation. Entrants indemnify the event organizer, sponsors, volunteers, and employees involved in this event directly or indirectly against all liability for any and all injury, loss or damage connected with the entrant's participation.
- Entrants accept that participation in this event is at their own risk and they accept that participating in this event may involve real risk of injury or death.
- Entrants acknowledge they will participate and complete their nominated distance in a manner chosen by them, at locations chosen by them and at their own risk.
- Entrants take part in Move On virtual events entirely at their own risk and are 100% responsible for selecting a safe route to run. Entrants should wear hi-viz clothing when running in low light conditions and take care around traffic or when running off road. Move On accepts no responsibility for any accidents or injuries sustained whilst taking part in a Move On virtual event.
- Children are welcome to take part in Move On events but should be accompanied and closely supervised by a responsible adult at all times.
- Entrants acknowledge that should they withdraw for a non-medical reason; the entry fee is non-refundable.

### **2.3 Participation at your own risk**

- You are responsible for ensuring that you have undertaken any necessary preparation and training to enter and participate in any race. Entry and participation in races is at your own risk. You warrant to us that you will be on the date of the race, sufficiently fit and healthy to participate in the race



unaided and in accordance with the Agreement. If you are in any doubt we recommend that you seek medical advice.

- You will be required to confirm your acceptance of these terms and the disclaimer when entering each race.

### **3) Competition**

**3.1** From time to time we will hold competitions across our social media platforms. When a competition is across all of our platforms, winners will be chosen from all entries relied, regardless of which platform entered from. Winners will be announced across all platforms and will receive their prize within 28 days of notification.

**3.2** Participation is open to all Malaysians and non-Malaysians alike.

**3.3** Registration will not be accepted after the closing date.

### **4) Race Completion**

**4.1** After completing your virtual race, you must upload a run details photo to your profile. Without the photo of your run details, you will not have completed your virtual race and so you will not receive the winner's medal. If you experience any difficulties creating or uploading a run details photo, contact the Move On team.

**4.2** You will be treated as having completed the race if you submit the required evidence of your completion of the race to us by the date specified on the race entry page of the App. Examples of the required evidence are stated on each race entry App page. Any question as to whether sufficient evidence is provided will be determined solely at our discretion.

**4.3** We will send the rewards kit to each participant who provides the required evidence of completion in accordance with clause 4.1. Medals are sent to winners by post within a reasonable time of the deadline for completing the race to the address provided by you during the race entry process. It is your responsibility to ensure that your address and any other details are correct and we will not be responsible or liable to you if these details are incorrect.

**4.4** Other prizes are awarded entirely at our discretion. Recipients of any other prizes will be selected by a random process.

**4.4** The deadline for completing each race and the submission of evidence in accordance with clause **4.1** is fixed and cannot be varied. If we do not receive your evidence by the date specified, you will not receive the rewards kit and will not be included in the results section of our App.

**4.5** Move On virtual runs are not competitive events and as such, there will be no winner of each event.

### **5) Refund**

- All race entry fees are non-refundable, and cannot be deferred towards a future race, nor can an entry be transferred from one race to another. You do

not have a right to change your mind since the race entry fee is charged in return for our entering you into the race. Your entry is completed as soon as you have completed the race entry process.

## **6) Personal Information**

**6.1** You agree that the Personal Information relating to you can be stored, used by us and our partners in connection with the organization, staging and administration of the race.

**6.2** You agree that the Personal Information relating to you may be anonymous and the anonymous data may be used by us and our partners in connection with the compilation of statistical information.

**6.3** You agree that your name, image and contact details can be used by us and our partners for the purposes of:

- (i) the promotion and marketing of the race and the App;
- (ii) adding you to a mailing list to keep you informed about any future events and services which we believe you might be interested in, such as leisure activities relating to either similar types of events or activities or future races;
- (iii) Promotional and marketing material in respect of similar events, other community based activities organized by us and/or our partners.

**6.4** If you would not like us or our partners to use the Personal Information other than for purposes related to your participation in the race, please email us.

**6.5** You agree that we may publish your Personal Information as part the lead up to the race and as part of the results of the race either for the race alone or combined with or compared to other races and events. Results may include (but not be limited to) name, any club affiliation, race times, occupation, age category, location, submitted times and photos.

**6.6** In particular in relation to photographs, you agree to the publication of such photographs and their use by us and those authorized by us in any way which we may see fit now or in the future including but not limited to display on the App and inclusion in other publications and publicity materials.

**6.7** By entering a Move On event, you are accepting that Move On will contact you to confirm your entry and keep you updated on the progress of your order. In addition, you will be added to the Move On mailing list to receive updates on future events, medals and charities. You can unsubscribe from the Move On mailing list at any time.

**6.8** Entrants acknowledge that by entering into a race and providing an email address through Ipay88 they will be added to our mailing list. Entrants can unsubscribe from the mailing list at any point by contacting the administrators.