



# TRIBAL WARRIOR CHALLENGE TERMS & CONDITIONS

## 1. THE ORGANISER

Tribal Warrior Challenge (hereinafter referred to as "TWC") is organised, promoted and owned by Borneo Tru Events Sdn Bhd (the Organiser); an event company registered under Companies Commission of Malaysia.

## 2. AGE OF PARTICIPATION & STUDENT RATE ELIGIBILITY

2.1 The participant, irrespective of nationality, race, gender and fitness level, must be of minimum age as of 19 August 2017 to be eligible for participation under the following categories:-

2.1.1 Headhunter -18 years and above only.

2.1.2 Rite of Passage -16 years and above only.

2.1.3 Bizst Mode -18 years and above for selected Sarawak Convention Bureau (SCB) participants only.

2.2 Participants below the age of 18 years are required to obtain parental/guardian's consent via the relevant indemnity declaration form as deemed necessary by the Organiser upon registration, failing which, the Organiser reserves the right to refuse registration and entry.

2.3 Participants eligible for the Student Rate of Ringgit Malaysia Eighty-Eight (RM88.00) must produce;

2.3.1 A valid student ID card or letter from a recognised learning institution for those aged nineteen (19) and above or;

2.3.2 A valid proof of identification stating the participant's age to be between sixteen (16) and nineteen (19) years of age together with the completed parental/guardian consent form.

2.3.3 Failure to produce any of the valid documents stated above will result in the participant paying the full Individual rate.



### **3. PERSONAL DATA PROTECTION ACT 2010**

By signing up to as a participant in this event and/or other relevant activities pertaining to the Organiser, and providing any information, whether personal or otherwise, the participant has given explicit consent for the Organiser, event partners, event production team and such members related to the operations and event to:-

- 3.1 To collect, analyse, collate, share, and disclose information to third parties, any personal information relating to the individual without any liability to the individual, as deemed fit for the purpose of the Organiser and its event partners. The information used is not limited to programmes, planning, data processing, risk analysis and research. The Organiser declares that they may use the services of third parties to;
  - 3.1.1 To post the full results on TWC's website after the event (applicable for Headhunter category only) and;
  - 3.1.2 To use any photographs (including those of participants), motion pictures, recordings, or any other media records of TWC, for any legitimate purpose including commercial advertising and distribution to sponsors anywhere in the world

### **4. REGISTRATION**

Registration for the event is only confirmed upon successful transaction of the full payment and upon issuance of a confirmation email to the participant stating successful registration. Registration fee payable shall be subject to the payment of the Goods and Services Tax (GST) at a rate of six (6) per cent. Upon registration;

- 4.1 The participant agrees to provide true, accurate, current and complete information about the participant contained in the registration form. If at any point in time, the Organiser has grounds to believe that such information is untrue, inaccurate, obsolete or incomplete; the Organiser may suspend or cancel the participant's registration without any refund of registration fee;
- 4.2 The Organiser shall not entertain nor be in any way responsible for any disputes, discrepancies or complaint arising from incomplete or inaccurate entry details in the registration form.



## **5. CANCELLATION, POSTPONEMENT AND FAILURE OF SERVICES**

- 5.1 Cancellation of participation by the participant – the Organiser reserves the right to terminate the application and registration of the participant in TWC and the participant shall forfeit all payments made to the Organiser.
- 5.1.1 Cancellation of participation by the Organiser – the Organiser is committed to issuing the participant a full of refund of the ticket fee only, if the Organiser cancels the event due to circumstances that are within the Organiser’s control.
- 5.1.2 Postponement of participation by the Organiser – the Organiser reserves the right to postpone the event if deemed suitable and necessary, with the participant’s tickets being valid for the next event date, or a full refund on the ticket fee, whichever is requested by the participant.
- 5.1.3 The Organiser reserves the right to cancel, vary and/or add any Challenge category without giving prior notice.
- 5.1.4 The Organiser shall not be responsible or indirectly attributable to the cancellation, or postponement of TWC from the period advertised or specified due to (a) Force Majeure (b) Act of war, military activity and government statutory or civil authority requisition (c) Fire, flood, typhoon, acts of God (natural disasters), severe weather or combination of the above (d) Damages caused by an aerial object.

## **6. AMEND AND CHANGE**

The Organiser reserves the right to amend TWC routes and obstacles as deemed fit for the safety of the participants and/or to prevent any potential hazards in the running of the event, at any time without prior notice to the participants.

The Organiser also maintains the right to only disclose route and obstacle amendments on the event day itself and prior to the start times. The Organiser shall not be liable for any loss or inconvenience caused due to such amendment.

## **7. HEALTH & SAFETY**

Whilst every reasonable precaution is taken by the Organiser to ensure the participants’ safety, participants partake in this event at their own risk. Participants are strongly encouraged to seek the advice of a physician and/or medical practitioner before participating in TWC. Participants with any medical conditions, not limited to cardiopulmonary and/or osteopathic conditions, must ensure that the health and fitness level is of suitable standard to partake in an obstacle course challenge. The Organiser shall not be held responsible or liable for any injury, regardless of the severity of the injury, or death arising from training in preparation for the event and/or participating during the event.



- 7.1. Participants are to wear the assigned wristband on the wrist throughout the duration of the event. Participants running in the Headhunter category must wear his/her timing chip around the ankle.
- 7.2. A participant is strongly advised to retire from the challenge immediately if instructed to do so by the event marshal (Grit Event Management), official TWC Crew, Police, RELA, Event Director and/or any official bodies authorised by the Organiser. Any participant refusing to terminate their participation may continue at his/her own risk.
- 7.3. All participants are strongly urged to remove all jewellery, accessories and any other attachments on the body that may cause potential harm during the obstacle course challenge.
- 7.4. Participants wishing to wear and/or bring any video recording devices on the event track will be doing so at his/her own risk and the Organiser, event partners and every authorised member of TWC shall not be held liable in any form for the loss and/or damage to the equipment and also to any injury, whether big or small, to the participant as a cause of carrying such equipment.
- 7.5. All participants are advised to wear suitable sporting gear and footwear for the event, including sports gloves, joint support and any other necessary items required and suitable for the nature of this event.

## **8. PRIZES**

- 8.1. Prizes for winners (Headhunter category only) are subject to change, or even cancelled, at any time by the Organiser without giving any reason and/or prior notice;
- 8.2. Prizes will be presented in kind and is non-transferable as any other form other than the form presented to the winners;
- 8.3. TWC Competition level is open to the Headhunter category only and the prizes are presented to the top three (3) men and top three (3) women of the said category only;
- 8.4. Winners are chosen based on participants crossing the finishing line. Shall there be any disputes, the Organiser shall use the timed results based on the timing chip. The official timing chip provider is MYLAPS Malaysia;
- 8.5. The judges' decision on the competition results are final; the Organiser, event partners and all parties involved in TWC shall not entertain disputes or appeals made in regards of the results, whether before or after the prize presentation.



## 9. OTHER

9.1 Participants will receive his/her Challenge Pack on the day of the event, 19 August 2017 at Stadium Sarawak, Kuching. Upon completion of his/her respective categories, participants are entitled to receive their respective reward items;

- 9.1.1 Participants in Rite of Passage will automatically receive one (1) headband as part of the Challenge Pack. Only upon completion of the challenge, participants will then receive his/her t-shirt and medal.
- 9.1.2 Participants in Headhunter will automatically receive one (1) timing chip and one (1) headband. Upon completion of the challenge, participants will then receive his/her t-shirt and medal.
- 9.1.3 Participants for Bizst Mode (selected SCB participants only) will automatically receive one (1) t-shirt and one (1) headband. Upon completion of the challenge, participants will then receive his/her medal.
- 9.1.4 Participants are advised to keep their Challenge Pack safely as participants will only receive one (1) Challenge Pack.
- 9.1.5 The decision on what participants will receive before and after the event is final, and the Organiser reserve the right to refuse the participant from receiving his/her items (whether it be Challenge Pack or post-Challenge items) if the participant did not register, or did not meet the above conditions.

9.2 The timing chip is a single-use, disposable item. The timing chip is only used for those participating in the Headhunter category. The timing chip has a ninety-nine (99) percent read success and therefore it is crucial that participants place the device around his/her ankle. Every care is taken to ensure that the timing chip is of working order when given to the participant. The Organiser, however, shall not be held liable in any way in the small chance that the timing chip may not function properly or have a successful read after the competition, and there will be no refund or consolation for the affected participant.

9.3 A designated baggage area is provided for participants to place personal belongings. The participant will take his/her own risk of dropping off any belongings to this area and is solely responsible for ensuring that belongings are collected after the event and that the Organiser, event partners and all authorised members of TWC shall not be held liable for the loss and/or damage to any belongings as a result of negligence and/or from any other circumstances affecting the participants' belongings for the entire duration including before and after the event.

9.4 The Organiser reserves the right to unilaterally add on, modify or substitute any of the above rules and regulations of TWC, as well as the routes and obstacles, at anytime as they deem fit without prior notice. If there is ambiguity in any of the provisions, the Organiser shall be the sole authority which has the absolute, full and complete power to interpret it as they deem fit.



By participating in the event, I have read and understood the rules & regulations and I agree to participate on the understanding that I must adhere to ALL the rules and regulations stipulated.

**WAIVER CLAUSE :** In consideration of the acceptance of my entry, I, my heirs, successors and assigns, do hereby unconditionally and irrevocably waive and release the Organisers, the event sponsors and partners as well as all persons, servants, contractors, agents, service providers, volunteers and agencies connected with it from all complains, demands, claims, liabilities, proceedings, suits, losses and/or damages of any kind whatsoever due to or relating to or arising directly or indirectly out of my participation in the event, including without limitation, personal injury and/or death.