

## Terms and Conditions

The Sarawak Adventure Challenge is an extreme outdoor multi-sport trail race that caters for experienced mountain bikers and trail runners who understand the risks associated with participating in such an event. Competitors confirm that by agreeing to the terms and conditions of participating in this event they:

- understand that this multi-sport event is through remote and difficult terrain;
- accept the risks associated with such an event; and
- accept that due to the difficult terrain, medical response to an emergency may be slow;

The organization reserves the right to withdraw the privilege of participants in this race if an individual is found to be lacking in the right attitude and maturity in not only communicating with the organization but is found to be acting against the spirit of the race.

All competitors understand that the medical and emergency response time in this event will and may take longer than normal due to the remote locations of the race course and difficulty in getting on to the course on foot given how spread out the race course route is.

If a competitor cannot accept these risks, **they are advised not to proceed with registrations for this race.**

## The Race

1. ***The Sarawak Adventure Challenge*** – (hereinafter referred to as “SAC”) / (the event) is organized, promoted and owned by Draco Action Sports (DAS) / (the Organiser); an event organiser registered with the Sarawak Registrar of Societies.
2. The race is open to any team of two persons, irrespective of nationality, aged 16 year and above on the race day for each of the categories.
3. Note: Participants below the age of 18 years are required to obtain parental/guardian’s consent and are to complete the relevant indemnity declaration form as deemed necessary by the Organiser upon registration, failing which, the Organiser reserves the right to refuse entry to any applicant under the age of 18.
4. For those participants aged below 16, the parent who signed consent form must send and collect their son or daughter to the start and collect them from the finish line in order to be able to participate.

## Registration, Payment and Personal Information

1. Registration for the race is only confirmed upon receipt of full payment and upon issuance of a race identification number.
2. In consideration of the participant’s use of the SAC registration form, the participant agrees to provide true, accurate, current and complete

information about the participant contained in registration form. If at any point of 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.

3. Competitors understand that for safety reasons and primarily for identification by medical staff, runners are prohibited from swapping, selling or transferring race slots / race entries / race bibs to another person. There is a no refund in the event of withdrawals, regardless of circumstances.
4. Once registration has been duly processed, there shall be no refund for whatsoever reason.
5. The Organiser reserves the right to limit and/or refuse entry without giving any reason and/or notice.
6. The Organiser shall not entertain nor be in any way responsible for any disputes, discrepancies or complaints arising from incomplete or inaccurate entry details in the registration form.
7. Participants are strictly not allowed to transfer their race entries to another party or change race categories after their registrations are confirmed.
8. All participants have the option of paying either via credit card using PAYPAL for a secure transaction immediately after submitting their registration forms OR to just submit their registration forms and paying via a local bank transaction in Malaysia. All PAYPAL transactions are in Ringgit Malaysia and the entry fees have been fixed regardless of currency fluctuations. Any rate changes are completely at the discretion of PAYPAL and your credit card company and we have no influence on the exchange rates or the final amount charged to your credit card. Bank transaction (GIRO) or cash deposit payment is also an option but the racers must email a copy of their payment slips or snap shots of their PAYPAL transaction slips to the organizers so we have a data record of payment transactions and we can pull up those payments if there is an issue or racers wish to add on to their previous payments for options.
9. The organizers do not share personal data such as email addresses or date of birth or identification numbers with anyone outside of the organization and all personal information are kept private. Any lists circulated to the authorities or various team leaders will only be done during the race and are for your safety and contain only medical information and your mobile phone numbers. For online security purposes, our credit card payment system and our registration process are kept separate (PAYPAL) to ensure no one person can ever have access to all personal information of a runner if there ever is a security breach.
10. By signing up for SAC and providing any information, personal or otherwise, in order to participate in the event, and/or any activity involving the Organiser, participants have expressly given consent to Organiser, event sponsors (the sponsors), event photographer and travel partner:
11. to collect, analyze, collate, share, disclose to third parties, sell and/or otherwise use without any liability to the individual, any personal

information relating to that individual as may in its sole discretion deem fit, including without any limitation for its programmes, planning, data-processing, and statistical or risk-analysis, research, fund-raising and/or any other purposes in furtherance of the functions. The Organiser and the sponsors declare by virtue of being the event owner or sponsor, they can use services of third parties.

12. to post the full race results on SAC website after the race.
13. to use any photographs (including those of participants), motion pictures, recordings, or any other media records of SAC, for any legitimate purpose including commercial advertising and distribution to Sponsors anywhere in the world.

### **Race Cancellation, Route Alteration and Refunds**

1. The Organiser reserves the right to cancel the SAC at any time without prior notice to the participant, in which case such cancellation will be informed to the participant before race day. If SAC has to be cancelled due to occurrence of incidents that are beyond the control of the Organiser and which renders it impossible or unsafe to hold the event including but not limited to force majeure, there shall be no refund of fees paid and the Organiser shall not be liable for any direct or indirect loss or inconvenience caused arising of the cancellation.
2. The Organiser reserves the right to amend SAC race routes 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. For race route amendment, every effort will be made to inform the participants prior to the race day. The Organiser shall not be liable for any loss or inconvenience caused due to such amendment.
3. The race director reserves the right to postpone, delay the start of the event, hold runners at designated checkpoints along the race course for as long as possible and / or modify the race cut off times if necessary if safety becomes an issue before or during the event.
4. Competitors understand and accept the race organization reserves the right at its absolute discretion to alter the date of the event, change the published course or the content of the event programme as deemed necessary at any time. The race organization also reserves the right to cancel or alter the route of the event in the case of adverse weather conditions or safety considerations and this decision remains at the sole discretion of the race director. The organisers will, however, strive to try to let competitors know in advance of any cancellation or expected delays. The race organization will accept no liability in respect of any costs and expenses competitors may incur as a result of such cancellation or delay and the race fee remains non-refundable but will assist in setting a new event date and will inform runners in advance of this new event date to allow them to make necessary changes to their itineraries and to plan ahead.
5. The Organiser reserves the right to cancel, vary and/or add any race category without giving prior notice.

6. Competitors will be informed of how many rivers they will need to cross during the event and each river crossing will be assessed in the week leading up to the event date. On the actual race date, race officials will be on hand to assist runners across the main river(s). In the event of heavy rain, competitors should not proceed and attempt to cross rivers in flood. Common sense and sensible action is needed in such scenario. Follow the instructions of the marshal at any river crossings or call the emergency call centre for advice on what to do if you find yourself in a situation that warrants urgent advice from the organizing team. You are responsible in part for your safety and you need to not only be sensible about your conduct but also must practice a safety first attitude at all times.
7. Race Course Map / Race Course Profile: The race organization will release the race course map during the pre-race briefing. Possible diversions or changes to the race course may be possible and any changes that are necessary will be done so and competitors informed accordingly.
8. No refunds are payable for competitors of the Sarawak Adventure Challenge who withdraw, do not show up for registrations or do not turn up to compete in the event. Uncollected event t-shirts will be put back on sale within 30 days of the end of the event if uncollected. For competitors unable to attend the event who wish the organization to send them their event t-shirt and merchandise, please contact the organization within 30 days of the end of the event (or before the event) for shipping charges to your destination.

### **Competitor Safety & Health**

1. Whilst every reasonable precaution will be taken by the Organiser to ensure the participants' safety, participating competitors compete at their own risk. The Organiser shall not be held responsible or liable for any injury or death arising from training in preparation for the event and/or participating during the event. Participants are strongly encouraged to go for medical check-up and/or in consultation with their medical practitioner prior to registration and/or at any time from the date of registration till race day to satisfy himself/herself of his/her mental and physical fitness in participating in the event. All participants are required to have adequate personal accident and injury insurance coverage before starting the race.
2. All competitors are responsible in ensuring they get a full medical check up before registering for the event by a medical doctor and are medically fit to compete in this extreme event and do not suffer from any of the medical conditions stated below. Competitors suffering from any of the medical conditions stated below are not allowed to participate in this event:
  - Congenital or rheumatic heart conditions
  - Hypertension
  - Myocarditis and other heart conditions
  - Coronary heart disease, coronary arterial disease
  - Serious arrhythmia
  - Diabetes

- Any other disease which can be aggravated by running
  - Vertigo
3. No exceptions are made for runners/competitors with any of the above medical conditions. It is important racers be truthful and honest about their medical conditions to avoid complications on the race course should there be a medical emergency. It is the race director's final decision to allow or exempt runners with medical conditions not listed above.
  4. Competitors agree that the organisers and sponsors will in no way be held responsible for any loss of, or damage to personal property as a result of participation in the event. Supervised baggage / bike storage / personal belongings will be provided for participating competitors (details will be provided at the pre-race briefing).

### **Checkpoints, Deadlines and Competitor identification**

1. Competitors agree to adhere to the set deadlines imposed, registration times and location before committing to the event. The organization cannot extend registration times, deadlines or change the location of the registration centre. Failure to appear in person to register at the set location and within the set time will mean disqualification from the event. This event does not allow for third party registrations or third party "bib collections" for individuals who do not turn up in person with a valid identification (i.e. passport / MYKAD / Driving License). Deadlines are imposed in advance of the race especially for bus transfers and event shirt orders / accessory purchases due to the need for shipping and mass production and / or early logistics planning in advance of the race. Competitors should by the time of registering know where they are staying and whether they will require transport to the start finish. If you need advice on where to stay please contact us for assistance. It is the responsibility of each competitor to ensure they arrive in Kuching ahead of the registration time and date and to ensure they are able to attend the registrations and the pre-race briefing. The race organization is not responsible for flight delays and other travel issues.
2. Participants must wear the assigned bib number on the front of their running vest/t-shirt. Participants who are not wearing a bib number and/or who failed to wear a bib in a visible manner will be taken off the course by officials/marshal of the event.
3. If you do not reach the specific checkpoint(s) within the stipulated Checkpoints' cut-off times, officials will disqualify you and ask you to board the bus or such other vehicles arranged by the Organiser to be ferried back to the start/finish line.
4. A participant must retire from the race immediately, if instructed to do so by any member of marshal, medical personnel, Jabatan Kesihatan Negeri Sarawak, Jabatan Pertahanan Awam Malaysia (JPAM), Jabatan Bomba & Penyelamat Negeri Sarawak, Malaysian Red Crescent Society, St John Ambulance Sarawak, Polis Diraja Malaysia, Rejimen Pertama Kor Polis Tentera Diraja, Markas Divisyen Pertama Infantri Malaysia, Rela, Dewan Bandaraya Kuching Utara, Majlis Bandaraya Kuching Selatan, Persatuan Olahraga Amatur Sarawak (SAAA), referee, Event Director and/or any

official authorised by the Organiser, failing which his/her bib number will be recorded and he/she will be removed from the race, from this point onwards he/she will be continuing independently of the event and at his/her own risk.

5. A participant who commences to run before the starting time of the race will be disqualified.
6. Competitors caught cheating will be automatically banned. The organizers take a serious view of such actions.

### **Race Equipment & Timing**

1. **Mandatory Kit:** All competitors agree to abide with the stated mandatory kit list. Failure to do so during the event may mean time penalties or possible disqualification. The mandatory kit list is there for your safety.
2. A timing chip will be used to record team times. Proper placement of the timing chip is extremely important and the timing chips have a 99% average read success during most races. While every care is taken to ensure that the timing chip is in working order when given to the participant, the Organizer shall not be held liable in the small chance when a timing chip does not have a successful read after the race. No refund or consolation will be given to the affected participant(s).
3. The "Gun Time" shall be considered to determine the winners for all categories.

### **Prizes**

1. Prizes for winners are as stated in the prize list on the SAC official website. They are subject to be changed, restructured or cancelled at any time by the Organiser without giving any reason and prior notice.
2. General Rules for categories:
3. The Prize money is open to the top 10 teams for the Men's and Mixed teams;
4. Prize winners must report to the designated area or prize giving counter. In the event potential winner(s) fails to register within 15 minutes after crossing finishing line, the Organiser has sole and absolute discretion to forfeit the winning prize;
5. All prize-winning participants are required to produce their supporting documents (including their competitor number) on verification of identity in order to collect prize money;
6. For prize winners or potential prize winners, disputes or appeals must be made on-site in person in a written format with an appeal fee of RM50.00 within 30 minutes of the published results on the results notice board on-site failing which the Organiser reserves the rights not to entertain any dispute or appeal thereafter;
7. The Organiser shall not entertain any dispute or appeal regarding the results after the prize presentation ceremony or the prize giving;
8. Prizes must be taken in the forms as presented by the Organiser. They are not transferable and are subjected to the Rules and Regulations or decisions as determined by the Organiser;

9. All prizes not claimed within 4 days from the race day shall be forfeited and the Organiser shall have the absolute, complete and discretionary rights to redistribute or dispose of them accordingly as they deem fit;
10. For all other participants, disputes and appeals regarding the results must be submitted in writing including electronic mail within 3 days after race day (race day is counted as 1 day). The Organiser reserves the rights not to entertain any dispute or appeal after the end of 3 days including race day;
11. Only the participants who have successfully completed the events within respective category's cut-off time will be awarded a finisher's medal and t-shirt upon presentation of their bib number to the respective officials;
12. All finisher medals must be collected immediately after crossing the finish line and no request will be entertained thereafter; and
13. All finishers who have successfully completed the events within respective category's cut-off time will receive a certificate of participation, which can be downloaded online within two weeks after the event.

### **Race information and Content**

1. All content included on this Website, such as text, graphics, logos, buttons, icons, images, photographs, audio clips, databases and software ("the Content"), is the property of Draco Action Sports or its content suppliers and is protected by Malaysian and international copyright laws. Furthermore, the compilation (meaning the collection, arrangement, and assembly) of all content on this Website is the exclusive property of Draco Action Sports and is protected by Malaysian and international copyright laws.
2. All trademarks are and shall remain the exclusive property of Draco Action Sports. Except as stated herein, none of the material may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, except as permitted by the fair use privilege under the Malaysia copyright laws or without the prior written permission of Draco Action Sports.
3. You may not use any SAC logo or any other proprietary graphic or trademark whatsoever as part of the link without the express written permission of Draco Action Sports.
4. The use of inappropriate language in any way, shape and form either by email to the organization via email, mobile phone communications, social media platforms or on our official facebook group page will mean an immediate ban from the race without compensation or any refunds. Please be sensible in the manner in which you communicate and the manner in which you also communicate with members of the organization. They are here to help you with the event and should not be subjected to any form of abuse/ harassment or threats.

### **General**

1. The Organiser reserves the right to unilaterally add on, modify or substitute any of the above rules and regulations of the SAC 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.
2. Once again, if you, as a racer cannot accept the terms and conditions of this event or the risks associated with such an event, please do not proceed further with this registration process.

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 organizers, 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.

I have read all the Terms & Conditions above. I agree that if I do not adhere to any terms & conditions stated above, the organizers of this event may refuse my entry OR end my progress at any time of the event.