

Rules & Regulations 2022

Organiser & Eligibility

1. The Larian Malaysia Boleh Bersama MILO ["Event"] is organised by Nestlé Products Sdn. Bhd. [45229-H] ["the Organiser"] and is open to all residents of Malaysia (Malaysians and non-Malaysians).
2. There is no minimum age requirement to participate in the Individual Run category.
3. This Event will be held on 16 September 2022 at Dataran Merdeka.
4. Number of participants will be limited to 3,000 pax only.
5. Participants may register for the (2.5KM) individual run.

Submission of Entries

6. Participants may register for the Event by completing and submitting the online registration form on **www.milo.com.my** ("Event Official Website") and making the required fee payment. By doing so, the Participant agrees to abide by these Rules and Regulations.
7. The Participant's registration for the Event will be confirmed upon receipt of a confirmation slip ("Confirmation Slip"), which will be sent to the email address registered with the Organiser. The Participant shall inform the Organiser via **info@racexasia.com** ("Official Email") if the Participant did not receive the Confirmation Slip or is unable to download the Confirmation Slip from the Event Official Website. If there is discrepancy in the Confirmation Slip, the Participant is to report such discrepancy to the Organiser within five (5) working days.
8. The Confirmation Slip is the only valid proof of confirmed registration and to be used for the collection of the Event Entry Pack.
9. Event Entry Pack may be collected at a specified venue and date which will be listed in the Confirmation Slip. If the Participant neglects to do so, the Organiser is entitled to dispose or redistribute such Event Entry Packs without any further liability to the Organiser.
10. The Participant acknowledges that the entry fee and the transaction cost (if any) of the Event, is non-refundable, non-transferable and non-deferrable even if the Participant does not eventually take part in the Event for any reason.
11. Participants below the age of 18 years (as at 31 December 2021) are required to obtain parent's or legal guardian's approval and signature on the Consent Form, which may be found on the Event Official Website. The Consent Form must be printed out, completed and signed by the Participant's parent or legal guardian, and returned to the Organiser during the

collection of the Event Entry Pack, failing which the Organiser reserves the right to refuse entry of such Participant for the Event.

12. A Participant is strictly prohibited from transferring their registration to another party or change Event categories after their registrations are confirmed.

Rules

13. Participant will be given an official bib with an assigned bib number with a form on the reverse side of the bib. The form on the bib must be completed fully and accurately. The Participant must wear the bib on his/her chest at all times during the Event. The Participant who is not wearing the bib will be requested to leave the Event. The Organiser will not be responsible for any Participant who choose to run without the assigned bib.
14. Participant who commences to run before the actual start time ("Flag-Off Time") of his/her registered category in the Event will be disqualified. Participants who do not start within 20 minutes from the Flag-Off Time will be disqualified and for safety reasons may not be allowed to start.
15. There will be road closures for the relevant routes during the Event. Participants who are still on the route after the Event do so at their own risk.
16. Participants must follow the respective run route and the direction of the Organiser, officer of the Event, security officer, traffic management and enforcement officers.
17. Participant must retire from the Event immediately, if required to do so by the Organiser, officer of the Event, any member of the Event's official medical staff or security officer.
18. Pets, prams, bicycles, in-line skates, shoes with built-in or attached rollers and any other wheel-run objects (motor-powered or otherwise) are not allowed on the course other than official Event and medical vehicles.
19. The Organiser reserves the right to use any images, photographs, videos, recordings of the Participant in any media or format, for any purpose including commercial advertising and distribution, without compensation or prior notice.

Organiser's Rights

20. The Organiser reserves the right to modify or substitute any of these Rules and Regulations from time to time as it sees fit without prior notice. If there is ambiguity in any of the provisions, the Organiser shall be the authority to interpret and in so doing, the Organiser will

take into account the interests of all affected Participants. Any updates on these Rules and Regulations will be notified on the Event Official Website.

21. Participant agrees to provide true, accurate, current and complete information about the Participant. The Organiser may contact the Participant from time to time by email. Any notice sent to the email address registered with the Organiser shall be deemed as received by the Participant. If the Participant provides any information that is untrue, inaccurate, not current or incomplete, or the Organiser has grounds to suspect that such information is untrue, inaccurate, not current or incomplete, the Organiser may suspend or terminate the Participant's registration or participation in the Event.
22. The Organiser will not entertain nor be in any way responsible for any disputes arising from incomplete or inaccurate entry details in the registration form.
23. The Organiser reserves the right to change the date, venue or to cancel the Event at any time without prior notice to the Participant. The Organiser will make reasonable effort to inform the Participant prior to the Date. There shall be no refund of fees and the Organiser shall not be liable for any other loss or inconvenience caused. Any updates on the Event including any changes to the Terms & Conditions will be posted on the Event Official Website. It is the responsibility of the Participants to keep abreast with such updates and changes
24. The Organiser reserves the right to limit and/or refuse entry to any Participant, without giving any reason or notice whatsoever.
25. The Organiser reserves the right to cancel and/or add any Event category without giving any reasons or notice whatsoever.
26. The Organiser reserves the right to amend the Event routes as they deem fit for the safety of the Participants and/or to prevent any potential hazards in the running of the Event. In such cases, every effort will be made to inform the Participant prior to the date of the Event. Any changes made to the Event's routes will be posted on the Event Official Website. It is the responsibility of the Participant to keep abreast with such changes. The Organiser shall not be liable for any other loss or inconvenience caused due to such changes.

Liability & Responsibility

27. Participants must ensure they are medically fit to participate in this Event. The Organiser shall not be liable for any accident or mishap which arises as a result of medical conditions of the Participants.
28. Whilst every reasonable precaution will be taken by the Organiser to ensure the Participants' safety, Participant run at their own risk and the Organiser will not be responsible or held liable, and thereby releases the Organiser, sub-contractors and municipal agencies from any claim, for any injury or death, damage or loss of property, whether personal or otherwise, suffered

or caused, howsoever arising from training for, during participation, or after participation in the Event. Participant is strongly advised to go for a medical examination and/or consult their medical practitioner prior to registration and before the Event.

29. The Organiser and Participants do not owe each other a duty of care in light of the contractual relationship. All parties' obligations and liabilities are limited to the performance of the strict contractual terms expressly set out here.
30. All finisher's items must be collected on Event day itself. No requests thereafter will be entertained.

Privacy Notice

1.	By participating in the Event, you consent for Nestlé Products Sdn. Bhd. and any of its holding, subsidiary or related companies as defined in the Companies Act 1965 (“Nestlé Malaysia Group”) and service providers, agents and contractors who provide administrative and business support to us and act on our behalf (“Authorised Third Parties”) (collectively “Organiser”, “us”, “we” or “our”) to process your personal information provided in the online entry form for purposes of the Event. This includes disclosing your name to the general public when you become a winner in a contest or participate in our events by publishing your name, photographs and other personal information without compensation for advertising and publicity purposes.
2.	The Organiser may also use your personal information for purposes of contacting and sending to you marketing and promotional information or materials about our products, services, any promotions, events or contests organised by the Organiser. Please indicate your option on the form if you agree to the use of your personal information for this purpose.
3.	In the event that you agree to share and disclose personal information of a person whom you intend to refer to the Organiser, you acknowledge that you have obtained the consent of that person to share and disclose his/her personal information to us and to being contacted by us.
4.	In respect of minors or individuals not legally competent to give consent, you confirm that they have appointed you to act for them and, to consent on their behalf to the processing of their personal information in accordance with this privacy notice.
5.	At times the Organiser may retain Authorised Third Parties to process your personal information. All such Authorised Third Parties are contractually bound to take reasonable measures to keep information secure and not to use your personal information in any way other than that which is specified here and in our privacy policy at http://www.nestle.com.my/info/privacy_policy .
6.	The Organiser is a global company and your personal information may be transferred across borders. The Organiser will ensure that the country your data is transferred to has a similar or equivalent personal information protection laws in place, as set out in our privacy policy at http://www.nestle.com.my/info/privacy_policy .
7.	<p>To the extent that the applicable law allows, you have the right to request for access to, request for a copy of, request to update or correct, your personal information held by us.</p> <p>All your written requests or queries should be addressed to:</p> <ul style="list-style-type: none">• Address: Nestlé (Malaysia) Berhad Level 22, 1 Powerhouse No.1, Persiaran Bandar Utama, Bandar Utama 47800 Petaling Jaya, Selangor <p>Or</p> <ul style="list-style-type: none">• Web Form : https://www.nestle.com.my/contactus <p>Or</p> <ul style="list-style-type: none">• Call us : 1-800-88-3433
8.	Please note the Organiser requires your personal information in order to process your participation in the Event, without which we will not be able to process your application.

9.	For a more detailed description of our privacy practices, please refer to our Privacy Policy at http://www.nestle.com.my/info/privacy_policy . We reserve the right to update and amend this privacy notice or our privacy policy from time to time.
10.	<p>We may require you to provide your Sensitive Personal Information (such as data relating to your physical or mental health, including medical condition or allergy if you apply to participate in the Event.</p> <p>We will only use your Sensitive Personal Information for the purposes of the specific Event and to advise you on suitable products to suit your current health status and lifestyle.</p> <p>You have the choice, at any time, not to provide your Sensitive Personal Information or to revoke your consent to us processing of your Sensitive Personal Information. However, failure to provide such Sensitive Personal Information or revocation of your consent to process Sensitive Personal Information provided may result in us being unable to process your participation in the Event.</p>

Notis Privasi

1.	<p>Dengan menyertai acara Malaysia Boleh Bersama Milo Run 2022 (“Acara tersebut”), anda telah bersetuju untuk Nestlé Products Sdn. Bhd. dan mana-mana syarikat pegangan, subsidiari atau berkaitannya sebagaimana yang ditakrifkan dalam Akta Syarikat 1965 (“Kumpulan Nestlé Malaysia”) dan pembekal-pembekal perkhidmatan, ejen-ejen dan kontraktor-kontraktor yang memberikan sokongan pentadbiran dan perniagaan kepada kami dan bertindak bagi pihak kami (“Pihak-Pihak Ketiga Lantikan”) (secara kolektif “Penganjur” atau “kami”) memproses maklumat peribadi anda yang dikemukakan dalam borang penyertaan atas talian bagi tujuan Acara tersebut . Ini termasuk mendedahkan nama anda kepada masyarakat umum apabila anda menjadi pemenang dalam sesuatu pertandingan atau menyertai acara kami dengan menerbitkan nama, gambar-gambar dan lain-lain maklumat peribadi anda tanpa pampasan untuk tujuan pengiklanan dan publisiti.</p>
2.	<p>Penganjur juga boleh menggunakan maklumat peribadi anda bagi tujuan menghubungi dan menghantar maklumat atau bahan-bahan pemasaran dan promosi mengenai produk kami, perkhidmatan, apa-apa promosi, acara atau pertandingan yang dianjurkan oleh Penganjur. Sila nyatakan pilihan anda pada borang sekiranya anda bersetuju kepada penggunaan maklumat peribadi anda bagi tujuan ini.</p>
3.	<p>Sekiranya anda bersetuju untuk berkongsi dan mendedahkan maklumat peribadi seseorang yang anda berhasrat untuk merujuk kepada Penganjur, anda mengakui bahawa anda telah mendapatkan persetujuan daripada individu tersebut untuk berkongsi dan mendedahkan maklumat peribadinya kepada kami dan untuk dihubungi oleh kami.</p>
4.	<p>Berkenaan dengan golongan bawah umur atau individu-individu yang tidak layak di bawah undang-undang untuk memberi kebenaran, anda mengesahkan bahawa mereka telah melantik anda untuk bertindak bagi pihak mereka dan untuk bersetuju bagi pihak</p>

	mereka kepada pemprosesan maklumat peribadi mereka selaras dengan Notis Privasi ini.
5.	Pada masa tertentu Penganjur mungkin melantik Pihak-Pihak Ketiga Lantikan untuk memproses maklumat peribadi anda. Semua Pihak-Pihak Ketiga Lantikan adalah terikat secara kontrak untuk mengambil langkah-langkah yang sewajarnya untuk menyimpan maklumat dengan selamat dan tidak menggunakan maklumat peribadi anda dalam apa jua cara selain daripada yang dinyatakan di sini dan dalam Polisi Privasi kami di http://www.nestle.com.my/info/privacy_policy .
6.	Pihak Penganjur adalah sebuah syarikat global dan maklumat peribadi anda mungkin akan dipindahkan merentasi sempadan. Penganjur akan memastikan bahawa data anda hanya akan dipindahkan ke negara yang mempunyai tahap undang-undang perlindungan data yang sama atau setara, seperti yang dinyatakan dalam Polisi Privasi kami di http://www.nestle.com.my/info/privacy_policy .
7.	Setakat mana undang-undang terpakai membenarkan, anda mempunyai hak untuk meminta akses kepada, meminta salinan, meminta untuk mengemaskini atau membetulkan, data peribadi anda yang disimpan oleh kami. Semua permintaan atau pertanyaan bertulis anda hendaklah dialamatkan kepada: <ul style="list-style-type: none"> • Alamat: Nestlé (Malaysia) Berhad Level 22, 1 Powerhouse No.1, Persiaran Bandar Utama, Bandar Utama 47800 Petaling Jaya, Selangor Atau <ul style="list-style-type: none"> • Borang Web : https://www.nestle.com.my/contactus Atau <ul style="list-style-type: none"> • Hubungi kami : 1-800-88-3433
8.	Sila ambil perhatian bahawa Penganjur memerlukan maklumat peribadi anda untuk memproses penyertaan anda dalam Acara tersebut dan tanpa maklumat yang diperlukan, kami tidak akan dapat memproses permohonan anda.
9.	Untuk penerangan terperinci mengenai amalan privasi kami, sila rujuk kepada Polisi Privasi kami di http://www.nestle.com.my/info/privacy_policy . Kami berhak untuk mengemaskini dan meminda Notis Privasi ini atau Polisi Privasi kami dari semasa ke semasa.
10.	Kami mungkin memerlukan anda mengemukakan Maklumat Peribadi Sensitif anda (seperti data yang berkaitan dengan kesihatan fizikal atau mental anda, termasuk keadaan kesihatan dan alahan sekiranya anda memohon untuk menyertai dalam Acara tersebut. Kami hanya akan menggunakan Maklumat Peribadi Sensitif anda bagi tujuan Acara tersebut yang tertentu dan untuk menasihati anda mengenai produk yang sesuai untuk memenuhi tahap kesihatan semasa dan gaya hidup anda. Anda mempunyai pilihan, pada bila-bila masa, untuk tidak memberikan Maklumat Peribadi Sensitif anda atau membatalkan kebenaran anda kepada kami untuk memproses Maklumat Peribadi Sensitif anda. Bagaimanapun, kegagalan untuk mengemukakan Maklumat Peribadi Sensitif ini atau pembatalan kebenaran anda untuk memproses Maklumat Peribadi Sensitif anda

	yang dikemukakan, akan mungkin mengakibatkan kami tidak dapat memproses penyertaan anda dalam Acara tersebut.
--	---