



2024 Registration Terms & Conditions

1. On registering, the Participant (Rider) shall agree to these Terms and Conditions and all of the Rules & Regulations of the Event/Race, set forth by the Organizer, published in the respective webpages.
2. All participant registrations and payment processes will only be carried-out online through the www.mountainbiker.my website.
 - a. The online fee payment portal will accept bank-to-bank transfer, credit-card and Pay-pal. Participants will be charged a 6% transaction fee for payments made through credit-card or Pay-pal.
 - b. Registrations fees are **not refundable** but transferable. However, for registrations under Full Season, E-bike & Super Junior Categories are subjected to conditions under Item No. 7 (a).
3. The Organizer, from time to time reserves the right to amend, revise and/or omit any part of or the entire Rules & Regulations of the Race which will be deemed necessary.

A notice of such amendments, revisions and/or omissions shall be made through the official webpage of the Event and/or during the Briefing Session.
4. The registered Participant (subjected to Item No. 5) must be 21 years of age or above, calculated by year of birth only (i.e. current year minus year of birth), unless the registration is opened to those below the age of 21. Participant who did not disclose this information accurately will be disqualified immediately and will not be allowed to participate in any part of the Race.
5. Participants, whose exact age (according to date of birth) is below 21 on Registration Closing Date, MUST FURNISH a written consent from his/her parent or legal guardian if he/she wish to participate in the Junior Category, Men Open Category or Women Open Category. The Consent Form must be submitted to the Organizer during the check-in process before the seeding (if applicable) or before the start of the race. The Consent Form can be downloaded from the official webpage of the Event.

If the said Participant failed to submit the Consent Form, he/she will not be allowed to participate in the Race and will be considered as Disqualified.
6. All paid Registration Fees are NOT REFUNDABLE, unless stated otherwise under Items No. 7, 8, 10, 17 and 18 in this Registration Terms and Conditions.
7. Name Transfer or Change of Participant.
 - a. Registered Participants are allowed to make NAME TRANSFER if he/she is unable to participate in the event, subjected to the following conditions and the relevant procedure applicable.
 - i. Registered Participants under full season registration are NOT ALLOWED to make NAME TRANSFER or to be replaced by another person or to request for refund.
 - ii. Participants registered under E-bike category are ONLY ALLOWED to make NAME TRANSFER to another person under the same category.
 - iii. Participants registered under Super Junior category are ONLY ALLOWED to make NAME TRANSFER to person who qualify to participate under the same category.
 - iv. Participants under categories other than E-bike or Super Junior Categories, and not registered under the full season, are allowed to make Name Transfer to another participant to register under the same or different category, except E-bike and Super Junior Categories.
 - b. Name Transfer process must be agreed and conducted privately between the Registered Participant and the New Participant. The Organizer is not responsible for and will not conduct any monetary transaction, including refund.



- c. All Name Transfers **MUST BE CONDUCTED** online, on the form/webpage provided by the Organizer. All procedures must be completed (including the payment of transfer fee & email **confirmation by the formerly Registered Participant**) in order to complete the transfer process. Name Transfer is only complete when the new participant name is listed in the Registration list on the webpage.
 - d. If the request for Name Transfer is made after the Registration Closing Date, the New Participant will be allowed to participate in the event **BUT** he/she will only receive the jersey that fits the size of the original Registered Participant.
 - e. Name Transfer request is still allowed until not less than four (6) days before the Race Day or any date and time specified by the organizer. Irrespective of the situation, NAME transfer **WILL NOT BE ALLOWED** after the said closing date or deadline.
8. Any Participant of the Race donning the Race No. of the rightful Registered Participant of the event, without submitting Name Transfer request; he/she will be Disqualified immediately, and the Registration Fees will not be refunded
9. Any final change to the Participant's data, i.e. name correction or category change only, must be made in writing using the online Change Request Form, and submitted before the closing date of the Change Request or before any closing date specified by the organizer. Failing to do so, the Participant will be Disqualified.

Any change to the Participant's jersey size must be made before the Registration Closing Date or the Closing Date specified by the organizer. Request for change after the Closing Date is not accepted.
10. A minimum of 10 Participants will be required to have registered in any Category of the Race, on Registration Closing Date. If this requirement is not achieved, the Organizer reserves the right to eliminate the said Category. The respective Participants will be given the options to participate in the Race under different Category (if applicable/qualified), or to request for a refund of the Registration Fees, or to make Name Transfer. The request for refund or Name Transfer under this condition is not applicable and not eligible for Full Season Registered Participants. In the event of Category elimination the following rules will apply.
 - a. Elimination of specific age category i.e. Men 30 Category:- the registered Participants under this Category will be automatically placed under the Men Open Category.

Similarly, the elimination higher age category:- registered Participants under this Category will be automatically placed under the lower age category.
 - b. Elimination of Men Junior Category:- registered Participants under this Category will be automatically placed under the Men Open Category
 - e. Elimination of Women Open Category:- registered Participants under this Category will be automatically placed under the age-specific category i.e. Men Open or Men 30 or Men Junior or which ever appropriate Category available for the Event/Race.
If the affected and eligible Participant decided to opt for a refund, he/she must make a request for refund via email within 5 days after the Registration Closing Date and a refund charges amounting to 40% of the paid Registration Fee will be imposed. If the Participant failed to do so within the specified time period, he/she is considered to have agreed to the above rules and any request for refund will no longer be accepted. For Name Transfer option, conditions under Item No. 6 shall apply.
11. If a registered Rider does not check-in before the Race at the Check-in Station on Race Day within the specified time, he/she will be considered as Did Not Start (DNS) and will be disqualified.
12. On registering and participating in the Event/Race the Participant agrees that it is at the Participant's own risk. The Participant also agrees that the Organizer shall not be responsible for any losses or injury, physical or financial suffered by the Participant, directly or indirectly, consequent to Participant's involvement in the Event/Race.



13. The Participant, on registering, also declares that, with or without the approval of a medical officer, he/she is in good health and does not suffer from any medical condition(s) that may be impaired by his/her participation in the Event/Race, directly or indirectly.
14. Participant also agreed that in an emergency situation, under extreme time constraints and under adverse circumstances, during or after a rescue effort, medical decisions and actions may have to be taken immediately on behalf of the Participants, in which case, the Race Organizer will not be responsible for any expenses that may incur consequent to such situation or any repercussion to such actions.
15. Any medical expenses incurred directly or indirectly by the Participant consequent to his/her participation in this Event/Race shall be the sole responsibility of the Participant.
16. The Participant also grants permission for the use of any photograph, video capturing, motions pictures, recordings or any other records of his/her participation in this Event/Race for any legitimate promotion or publicity purposes by the Race Organizer, the Event Host or Co-Organizer and associated Organizations to the Event, including Sponsors, direct or indirect, and the relevant authoritative bodies.
17. In the event that a movement restriction order is imposed by the government, during a state-of-emergency or state-of-war or the risk of health and safety due to existing or imminent health epidemic or pandemic; whether the restriction is at the state level or the federal/national level :-
 - a. If the announcement is made BEFORE the Registration Closing Date and the restriction is imposed for a period that shall or shall not include the date of the Event/Race :-
 - i. If the Event/Race is not affected by the restriction (i.e. the Event/Race can be held as scheduled) but if there are Participants who are affected by the restriction; he/she can request for a refund via email within 5 days from the date of the announcement. A 40% refund charges will be imposed. If the Participant failed to do so within the specified time period, request for refund will no longer be accepted.
 - ii. If the Event/Race is affected by the restriction and required to be cancelled, a refund will be made and a 40% refund charges will be imposed.
 - b. If the announcement is made AFTER the Registration Closing Date and the restriction is imposed for a period that shall or shall not include the date of the Event/Race :-
 - i. If the Event/Race is not affected by the restriction (i.e. the Event/Race can be held as scheduled), no refund will be made, irrespective of any Participant affected by the restriction.
 - ii. If the Event/Race is affected by the restriction and required to be cancelled, rule under Item No 18 shall be applicable.
18. If the Event/Race is cancelled because of circumstances beyond the control of the Organizer, including but not limited to unsafe weather conditions or authoritative/governmental ban/restriction, the Participant agrees that the Organizer is not obliged to make any refund of the Registration Fees, and it will be at the absolute discretion of the Organizer to make any refund.

Participant Registration Declaration

I have read the Terms & Conditions and by registering and paying the Registration Fees I hereby agree to participate in the Event/Race under these conditions.

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