

JTB's Terms & Conditions of Participation

Definitions

1. Unless the context requires otherwise, as used in this JTB's Terms & Conditions of Participation and the Registration Form, the following capitalised terms and expressions shall have the meanings set out below:

"Event" refers to the marathon as described in this JTB's Terms & Conditions of Participation and the Registration Form. "Race" and/or "race" has equivalent definition.
"Registration Form" refers to the application form which the Participant is required to fill up in order to participate in the Event.
"Participant" / "You" / "Your" refers to the individual who had register through The Company to take part in the Event.
"The Company" refers to JTB Pte Ltd with an official license to operate as a travel agency in the country with a registered address and contact details.

The Event

2. The Event is organised in accordance with The Company's rules and regulations which can be found on the official Event website, and all the Terms & Conditions therein shall be applicable to You.
3. You acknowledge that You have read and understood the terms in on the official Event website (collectively the "terms").
4. By participating in the Event, You agree to the terms.
5. By participating in the Event through The Company, You acknowledge and agree that The Company is merely the distributor of participating rights to the Event and shall not be held liable for any cancellation, changes to the Event date(s) and venue(s), act, omission, negligence, fraud, wilful misconduct and/or breach of any Terms & Conditions on the official Event website and on the Registration Form by The Company.
6. You agree that You participate in the Event at Your own risk and The Company, its employees, directors, officers, representatives, service providers and/or agents shall not be held responsible or liable for any injury or death howsoever arising from, training for or during participation in, the Event.
7. You are strongly encouraged to consult Your medical practitioner prior to registration and before the actual race day. If You feel unwell during the race, You should retire from the race immediately and seek help and/or consult Your medical practitioner immediately.
8. All bookings are strictly non-refundable.

Personal Data Protection

9. By taking part in the Event, You confirm that You consent to The Company's collection, usage, processing and disclosure of Your personal data including but not limited to Your name, nationality, gender, age, email address, contact number, address and blood type to The Company, and any other service provider(s) (as the case may be), their employees and agents for the purpose of the service in question to You, conduct of and/or participating in the Event.
10. The Company may collect, use and disclose Your personal data including Your name, address, mobile phone number, and email address for marketing of The Company's products and services. You acknowledge that You have been given the option at the time of signing up for the Event whether or not to provide Your consent for the collection, usage, processing and disclosure of Your personal data for the said marketing purposes.
11. For more information on how data is being collected, used and disclosed by The Company, please refer to The Company's Privacy Policy at <https://www.jtb.com.sg/privacy-policy/>
12. You consent to royalty-free use of your name, result, image, photographs, video and comments in any publications and marketing in relation to this event by The Company recorded The Company. You further consent to receiving information about The Company's events and special offers and promotions.
13. By entering this event, You consent to your personal information being used by The Company for media publication and announcement of results.

General Exclusion of Liability and Responsibility

14. By participating in the Event and the Tour, You acknowledge that You are participating in the same at Your own risk. Save where The Company is negligent, to the maximum extent permitted by law, The Company disclaims all liabilities for any damages, losses and expenses sustained and/or incurred by You.
15. The Company or their employees or agents shall not be held liable for any causes or events occurring outside their reasonable control or from any of Your act or omission. Save where The Company is negligent, The Company or their employees or agents shall not be held liable for Your death during the Tour and/or the Event as the case may be and/or any loss, damage or injury sustained by You during the Tour and/or the Event as the case may be.
16. To the extent permitted by applicable law, in no event shall The Company be liable for any exemplary, punitive, special, indirect, incidental or consequential loss, damages or expenses (including loss of profits or revenue, interruption of business and data loss) howsoever caused and on any theory of liability (including negligence) arising in any way out of any provision of the terms herein, whether or not it has been advised of the possibility of such damages.

Time Bar

17. Any complaints and/or claims has to be made in writing within **three (3) months** from the end of the Event. The Company shall accept no responsibility if the complaints and/or claims are made after three (3) months of return. You are advised that the statutory limitation period for a civil claim whether under contract law and/or law of torts is six (6) years from the date on which the cause of action accrued. By participating in the Event through The Company, You accept that such statutory limitation period of six (6) years will not be applicable and Your claim if any shall be deemed to be **time barred if legal action is not commenced in accordance with Dispute Resolution section herein within one (1) year** from the end of the Event.

Governing Law and Dispute Resolution

18. This Participant Terms & Conditions shall be governed by the laws of the country where JTB Pte Ltd is registered in, and the parties agree to submit to the jurisdiction of the local courts.

Pregnancy Policy (Applicable for Female Participants Only)

19. For Your safety, You are not allowed to take part in the Event if You are pregnant. You are required to declare whether You are pregnant at the time of registering for the Event.
20. If You are pregnant prior to the Event date, You are advised to inform The Company immediately and to withdraw from the Event. You agree that no refund will be provided for such withdrawal.

Mode of Payment

21. Full payment is required upon booking.
22. Payment shall be made using debit or credit card, unless otherwise stated. Until full payment is made, the Event(s) are not confirmed.

General Terms

23. The Company reserves the right to change, amend, modify, suspend, continue or terminate all or any part of the Terms & Conditions herein, at any time without notice.
24. If any term or provision herein shall be held to be invalid, illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of the terms herein but the enforceability of the remainder of the terms herein shall not be affected.

Declaration by Minor

25. If You are under eighteen (18) years of age, You should seek parental consent prior to registering for the Event. By registering for the Event, You declare and certify that You have obtained parental consent and that You understood the terms in the official Event website, and the terms herein.