

Overview

Prudential RideLondon is an annual three-day festival of cycling, with more than 100,000 cyclists expected to participate during the weekend. It was developed by the Mayor of London and his agencies in 2013. Prudential RideLondon encourages more people to cycle more safely, more often. The event combines the fun and accessible element of a free family ride in central London with the excitement of watching the world's best professional cyclist's race in the Prudential RideLondon-Surrey Classic and Prudential RideLondon Classique.



PRUDENTIAL CYCLING SIMULATION CHALLENGE: TERMS AND CONDITIONS

Prudential Assurance Malaysia Berhad ("Prudential") is the owner of the Prudential Healthy Life Expo and the Prudential Cycling Simulation Challenge ("Competition"). These events are organized and operated by Kezerk Imaging ("Organizer"). Please read the terms and conditions carefully. Participation in this Competition will constitute your agreement to comply with and to be bound by terms and conditions stated hereinafter ("Terms and Conditions"). If you do not agree with these Terms and Conditions, please do not participate in this Competition. Each participant ("Participant") unconditionally agrees to the following Terms and Conditions:

1. **COMPETITION PERIOD:**

- 1.1 Competition will run at the following times:
 - a. 18 May 2017 from 11:00 to 19:45;
 - b. 19 May 2017 from 11:00 to 19:45; and
 - c. 20 May 2017 from 10:00 to 17:45.

Entry(ies) received after the above date and time is invalid.

2. WHO MAY ENTER:

- 2.1 The Competition is open to all Malaysians aged 18 or above at the date of the registration for the Competition.
 - a. Participant in this Competition excludes the Organizer, their directors, members, partners, employees, agents, consultants, any other person who directly or indirectly controls or its controlled by them or any supplier of goods and services in connection with the Competition and their spouses, parents, children, siblings, business partners or associates.

b. Participant in this Competition excludes Journal Multimedia Sdn Bhd, their directors, members, partners, employees, agents, consultants, any other person who directly or indirectly controls or its controlled by them or any supplier of goods and services in connection with the Competition and their spouses, parents, children, siblings, business partners or associates.

3. **HOW TO ENTER THE COMPETITION:**

- 3.1 No purchase necessary.
- 3.2 The Competition is not limited to one entry per participant.
- 3.3 The Participant must register personally at the counter of the Competition at the Prudential Healthy Life Expo at the above stated time by completing the Prudential Cycling Simulation Registration Form and providing their particulars, agreements and/or consents requested at the Prudential Cycling Simulation Registration Form.
- 3.4 No application or entry made by or on behalf of the Participant will be accepted.
- 3.5 Incomplete, late or illegible entries or those not in accordance with the entry instructions will not be accepted. Neither the Organizer and/or Prudential can be held liable and or responsible for entries not successfully completed and/or accepted due to technical fault (which include but not limited to technical malfunction, computer hardware failure, software failure, satellite failure, network failure and/or server failure and/or network incompatibility). Should there be any dispute in this regard, Prudential shall be the sole adjudicator of the dispute and the decision of Prudential shall be final.
- 3.6 Each entry is subject to approval by the Organizer and/or Prudential at their absolute discretion.
- 3.7 Failure by Prudential and/or the Organizer to enforce any of its rights at any stage does not constitute a waiver to those rights.

4. **COMPETITION**

- 4.1 The Participant is requires to cover the longest distance in 1 minute based on course prepared by the Organizer.
- 4.2 The Participant rides the longest distance accurately recorded by the Organizer will be selected as the winner ("Winner").
- 4.3 The Winner will be announced by Prudential by 31 May 2017.
- 4.4 Participation in the Competition is personal to each Participant. Each Participant is strictly prohibited from swapping, selling or transferring or offering to sell, swap or transfer the place in the Competition or allowing any other person to participate on his or she behalf. Any breach of this condition shall render the entry void.

5. **PRIZE:**

- 5.1 The Winner will accept the following prizes: (hereinafter referred to as "Prize")
 - a. Free entry to the Prudential RideLondon-Surrey 100 ("Prudential RideLondon-Surrey 100") which will take place in the United Kingdom in 2018.

- b. Round trip economy flights Kuala Lumpur-London (prize worth RM8,000.00).
- c. Two-night stay at a hotel in Central London or similar standing hotel (prize worth RM1,800.00 only)
- In the event the costs of the flights and/or the hotel accommodation exceed RM8,000.00 and RM1,800.00 respectively, the Winner shall bear the excess. In such event, the Winner will be notified of the excess and the said excess is to be settled by the Winner prior to the collection of the Prize. In the event the Winner failed and/or refused to settle the excess within the stated time, the Winner shall be deemed to forgo, abandon and/or waive the Prize in totality and the Organizer and/or Prudential shall have no further obligation to the Winner. In the event the costs of the flights and/or the hotel accommodation are less than RM8,000.00 and RM1,800.00 respectively, there will be no cash refund to the Winner.
- 5.3 The Prize is not transferable. No substitution, cash redemption or assignment of the Prize is permitted.
- 5.4. A third party travel service provider may be appointed by Prudential to supply the flight tickets.
 - a. Travelling date and time to London will be determined by Prudential. Travelling time will be subject to availability and blackout periods determined by Prudential and/or the third party travel service provider.
 - b. The Winner will be required to be available for travel on the dates selected by Prudential.
 - c. Any plane ticket which form part of the Prize will not qualify the Winner for air-mile programmes with any airline company. Save for the modifications carried out by Prudential and/or travel service provider which is allowed, no change by the Winner is allowed.
- 5.5 The Winner will be deemed to forgo, abandon or waive Prize in totality and the Organizer and/or Prudential shall have no further obligation to the Winner:
 - a. If the Winner failed to attend to the schedule flights at the time stipulated therein; and/or
 - b. If the Winner failed to secure the necessary travel documents, such as passport, for any reason whatsoever, in time for scheduled flights.

In such circumstances, no replacement, no substitution, no refund and no compensation in any manner will be given to the Winner. The Winner shall have no claim against the Organizer and/or Prudential and/or the travel service provider.

The Prize does not include any other expense which has not been expressly undertaken by the Organizer and/or Prudential in these Terms and Conditions, including but not limited to, visas and passports expenses and fees, airport taxes, applicable personal taxes arising in any jurisdiction, vaccination expenses, travel and all other types of insurance, travel authorizations, additional trips, country entry and exit fees and taxes, tips, personal expenses, food and beverages, local transportation and any entrance fees for local attractions. All such expenses are to be borne by the Winner.

- 5.7 The Winner understands, agrees and accepts that:
 - a. he or she will undertake the trip stated in the Prize at their own risk.
 - b. he or she shall hold safe the Organizer and/or Prudential and/or from any claims or liability arising from any loss or damage, injuries, illness, loss or expenses arising from the trip or any part of the Prize.
 - c. each prize is non-exchangeable, non-transferable and non-refundable and there is no cash alternative in whole or in part unless otherwise stated above.
 - d. by registering to the Competition and accepting the Prize, he or she shall comply with all the terms and conditions set out by all Prize providers and the owner and organizer of Prudential RideLondon-Surrey 100.
 - e. by registering to the Competition and accepting the Prize, he or she shall comply with all the rules and regulations set out by the local authorities and extend all reasonable courtesy to other road and off road users.
 - f. by registering to the Competition and accepting the Prize, he or she warrants and shall ensure that he or she is physically and mentally fit and capable to participate the Prudential RideLondon-Surrey 100 unaided. If you are in any doubt, we recommend that you seek independent medical advice.
 - g. if he or she change the route and/or distance during the prize event of Prudential RideLondon-Surrey 100, he or she is responsible for all consequences of his or her actions.
 - h. if he or she meet and/or involve in any accident, he or she will be fully responsible for all expenses and costs incurred and/or arising from an accident.
 - i. the organizer and/or owner of Prudential RideLondon-Surrey 100 reserve and have the right to cancel, modify and make changes to the prize event of Prudential RideLondon-Surrey 100 and in such circumstances, the Organizer and/or Prudential will have no responsibility for any costs incurred as a result of such cancellation and modification and the Winner has no claim against the Organizer and/or Prudential. No refund will be issued.
 - j. the organizer and/or owner of Prudential RideLondon-Surrey 100 reserve and have the right to cancel the prize event of Prudential RideLondon-Surrey 100 due to extreme weather condition and/or any circumstances beyond the reasonable control of the organizer and/or the owner, including without limitation to war, civil or political unrest, terrorism. In the event of cancellation of the prize event, the organizer, owner of Prudential RideLondon-Surrey 100, Organizer and/or Prudential will have no responsibility for any costs incurred as a result of such cancellation and modification and the Winner has no claim against the Organizer and/or Prudential. No refund will be issued.
 - k. participation in the prize event of Prudential RideLondon-Surrey 100 is at the Winner's own risk. We encourage the Winner to obtain travel insurance and coverage for the cycling event.

6. WINNER NOTIFICATION:

- 6.1 The Winner will be notified through email and/or telephone call at the email address or phone number provided by the Winner in the registration form, by 31 May 2017.
- 6.2 If the Winner failed and/or refused to respond to Prudential within 14 working days of being notified, the Prize will be will be forfeited and Prudential has the sole discretion to deal and/or to dispose the gift as it sees fit.

- 6.3 The Participants must ensure and are personally responsible for the correctness of the personal particulars and contact details provided to the Organizer and/or Prudential in the Prudential Cycling Simulation Registration Form. The Organizer and/or Prudential shall not be held responsible or liable for any late, misdirected, lost or unsuccessful efforts to notify Winner.
- 6.4 Acceptance of any Prize shall constitute consent on the part of the Winner to allow the use of their names, photographs, voice or video recordings, and other information obtained for the purpose of publicity, advertising, trade or promotion in any media by Prudential without any prior consent or compensation.

7. **INDEMNITY:**

- 7.1 In the event of any breach to these Terms and Conditions and/or rules and regulations of the Competition and/or prize provider and/or the organizer and/or owner of Prudential RideLondon-Surrey 100 and/or the local authorities by the Participant and/or Winner, the Participant and/or the Winner shall indemnify Prudential, its affiliates, agent and sponsors from and against all liability, cost, loss or expenses suffered or incurred by Prudential.
- 7.2 In the fullest scope admitted by generally binding provisions of local law:
 - i. Neither the Organizer nor Prudential shall be liable for any damage, loss, injury or disappointment arise and/or in connection of and/or suffered by any Participant as a result of entering the Competition and/or accepting the Prize.
 - ii. Neither the Organizer nor Prudential shall be liable for any problems or technical malfunction of any computer on-line systems, servers, or providers, computer equipment or software, failure of any email or entry to be received on account of technical problems or traffic congestion on the internet, or at any website, including any injury to or resulting from participation or downloading of any materials in the Competition.
 - iii. Neither the Organizer nor Prudential shall be liable for any claims or actions of any kind whatsoever for damages or losses to persons and property which may be sustained in connection with the receipt, ownership and/or use of the prize.
- 7.3 Each Participant forever waives, releases and discharges Prudential, its agencies, sponsors and representatives from and against, any and all liabilities, costs, loss, damages or expenses which the Participant or any party claiming through the Participant hereafter may have arising out of, resulted from or connected with the acceptance of any prize(s) or participation in the Competition including personal injury, damage to property and direct or indirect, consequential or inconsequential, foreseeable or unforeseeable costs and expenses.

8. **GENERAL:**

- 8.1 Each Participant, you warrant to the Organizer and/or Prudential that you will be fit and healthy to participate in the Competition unaided.
 - a. Each Participant, upon entering and or signing the registration form, agrees that he or she is physically and mentally capable of riding the stipulated 300 meter course. If you are in any doubt, we recommend that you seek independent medical advice.
 - b. By registering to the Competition and accepting the Prize, the Winner warrants he or she is physically and mentally fit and capable to participate at the Prudential

RideLondon-Surrey 100 unaided. If you are in any doubt, we recommend that you seek independent medical advice.

- 8.2 In no event shall Prudential be liable to the Participant and/or Winner whether for breach of contract, any tortious act or omission (including negligence) or otherwise, under or in connection with this Competition for any loss of damage, profit, reputation, loss of business, revenue or goodwill, consequential or indirect loss, regardless whether the loss or damage would arise in the ordinary course of event, reasonably foreseeable or in the contemplation of the parties or otherwise.
 - a. Each Participant is fully responsible for his or her actions whilst attending to the Competition.
 - b. The Winner is fully responsible for his or her actions whilst attending to the Prize event of Prudential RideLondon-Surrey 100.
- 8.3 By registering and participating in the Competition, each Participant agrees to be bound by the Terms and Conditions and any other terms and conditions, rules and regulations of the Prize.
- 8.4 Prudential has and reserves the right to cancel, to modify the Terms and Conditions, the Competition and the Prize prior to the date of the Competition.
 - a. Prudential is entitled at its sole discretion to amend these Terms and Conditions, to suspend, terminate or vary the Competition with or without notice to the Participant. The mode of notification (if any) of suspension, termination or variation shall be at Prudential's sole discretion, including but not limited to displaying the same in any of Prudential's Website or the Competition Website and no correspondence/appeal/communication/enquiry/challenge shall be entertained. In such event, the Participants must be in compliance with these Terms and Conditions as amended at all times.
 - b. Prudential further reserves the right to cancel, modify, suspend or delay the Competition for any reason whatsoever.
- 8.5 These Terms and Conditions shall be governed and construed in accordance with the laws of Malaysia. Any dispute is subject to exclusive jurisdiction of the courts of Malaysia. This Competition is void where prohibited or restricted by any local, national, state, or any governmental laws. If any of these Terms and Conditions are found by competent court to be void or unenforceable, that term or condition shall be deemed to be deleted and the remaining terms and conditions shall continue in full force and effect. The invalidity, illegality or unenforceability of any terms in these Terms and Conditions shall not affect or impair the continuation in force of the remainder of these Terms and Conditions of the Competition.
- 8.6 By registering and entering the Competition, each Participant and/or Winner agrees to participate in any publicity or promotional activities as may be reasonably required by Prudential with no recompense. Further, by registering and entering the Competition, each Participant and/or Winner agrees that the name, country, photograph, voice or video recording, any other information obtained in this Competition for the purpose of publicity, advertising, trade or promotion in any media by Prudential without any further consent and with no recompense.

- 8.7 The Organizer and/or Prudential reserve the right at all time to verify all entries including but not limited to the identity, age and place of residence of the Participant which the Participant must provide within 7 working days from the date of request.
 - a. If the Participant failed and/or refused to furnish the verification requested, the Participant will be disqualified from participating the Competition.
 - b. If the Winner failed and/or refused to furnish the verification requested, the Winner will be disqualified from accepting the Prize and the Prize will be forfeited and Prudential has the sole discretion to deal and/or to dispose the Prize as it sees fit.
- 8.8 The Organizer and/or Prudential reserve the right to disqualify participation in the Competition, forfeit and/or withdraw the Prize and disqualify the Participant where there are reasonable grounds to believe that there has been any breach of these Terms and Conditions or any instructions which formed part of this Competition or otherwise where the Participant had gained unfair advantage in the Competition or won the Prize using fraudulent means. Prudential shall be the final arbiter in any such dispute. The decision of Prudential in all matters shall be final and binding and no correspondence and/or appeal in respect of the same shall be entered into.
- 8.9 By registering and entering into the Competition, each Participant agrees to receive communication from Prudential. Participant may opt out of receiving such communication at any time.
- 8.10 Prudential will use reasonable endeavours to collect and use personal information in accordance with the applicable law and data protection legislation. Any personal data collected will be subject to Prudential's privacy policy.
 - a. Prudential will implement appropriate technical and organizational measures to protect the personal information from unauthorised or unlawful processing and against the accidental loss or destruction of or damage to such personal information in accordance with its privacy policy and obligation under the applicable data protection legislation.
 - b. Personal data supplied during the course of this Competition may be passed on to third party suppliers only insofar as required for fulfilment/delivery/arrangement of the Prize.
- 8.11 Participant may send any questions regarding the Competition or their entry to brand.comm@prudential.com.my
- 8.12 Prudential's details: Prudential Assurance Malaysia Berhad, Level 5 Menara Prudential, Jalan Sultan Ismail, 50250 Kuala Lumpur
- 8.13 Organizer's details: Kezerk Imaging (002362162-A) B-15-2 Vista Kiara Condo, 46400 Kuala Lumpur