

REGISTRATION AND EVENT TERMS AND CONDITIONS

These Registration and Event Terms and Conditions (“Terms”) govern the relationship between ABS-CBN INTERNATIONAL (“ABS-CBN”, “us” or “we”) as producer of and organizer of the TIKIM FILIPINO FOOD FUN RUN event (“Event”), consisting of a Race component and a Food Festival component, to be held at “Event Venue” on such “Event Date” as solely determined by ABS-CBN, and you as runner and/or registrant for the Event (“Participant”). Any reference to “we,” “us,” or “our” in the Terms refer to ABS-CBN. Any reference to “you”, “Participant” or “Registrant” refer to the person registered to the Event.

These Terms should be read together with the terms found on the website of the Event’s official registration partner, **ITS YOUR RACE**. We may update the Terms from time to time without prior notice and upon completing the event registration and payment of the required fee, your completed registration constitutes your acceptance of the Terms, the Official Competition Rules, and any amendment or updates thereto, and all other rules and regulations which may be introduced by ABS-CBN from time to time, including any promotions and contests held during the Event.

EVENT REGISTRATION

Any person who would like to attend and participate in the Event may register through **ITS YOUR RACE** and <https://tikimfilipinofoodfunrun.itsyourrace.com/register> (“Registration”). A validly signed waiver is required in order to register and participate in the Event. The information on how to enter and the details about the Event forms part of these Event Terms and Conditions. The Participant shall be required to pay the entry fee indicated on the Registration page. You confirm and acknowledge that all the information supplied by you in the registration process is true and correct. Should there be any changes as to your contact details after your registration has been completed, it will be your responsibility to notify ABS-CBN at the soonest time. On-site registration during actual event day may be accepted, upon the sole discretion of ABS-CBN.

You shall be responsible in confirming whether the type of Registration you signed up for reflects the correct Event details so purchased. Your registration in the Event is personal and no other person is permitted to participate in the Event in your place. Part of the proceeds of the TIKIM Fun Run registration as a runner will be donated to the Event’s beneficiary, namely **ABS-CBN Foundation International**. ABS-CBN may allow separate registration to the food festival, depending on its sole discretion.

By completing and paying for registration as a runner, you will need to personally claim a race packet from an assigned venue and date which will include your bib number, shirt and food voucher, as well as your festival wristband or similar item (“Race Packet”), which entitles you to enter the Event on Event Date and to participate in the fun run. The registered participant must present a valid identification document (ID card, passport, etc.) at the time of claiming of the Race Packet/s. If a registered participant cannot personally claim his/her Race Packet or festival wristband (or similar item), he/she may authorize another person to claim it on his/her behalf by bringing a signed letter, with sufficient identification documents, from the registered participant.

ABS-CBN shall not be responsible for any lost, stolen or destroyed Race Packets. You shall be responsible for safekeeping your race bibs and festival wristbands, and all other proof of registration to the Event. In general, ABS-CBN will not replace any lost, damaged or defaced race bibs and festival wristbands, as may be provided by ABS-CBN in its sole discretion.

Registration to the Event does not confer any rights to the Registrant in and to the Event or any portion thereof or any element therein nor does it confer any right to the Registrant to use, alter, copy or otherwise deal with any of the symbols, trademarks, logos and/or intellectual property appearing on the Registration or used in connection with the Event.

You further acknowledge that the performance may be recorded by ABS-CBN. Such recording may include the use of cameras within or among the audience that may partially and/or temporarily obstruct portions of the fun run or festival as viewed from any individual position.

PARTICIPATION IN THE EVENT

By validly and timely registering to the Event as a participant to the race, you are entitled to enter Event Venue on Event Date, participate in the race course, have access to and/or attend the offerings during the Event such as, but not limited to, the different booths (TFC Marketing booths, sponsor booths, food booths, business, arts and crafts and media booths) and certain activities at the Event Venue, subject to separate payment for certain food and drink purchases, as applicable.

By attending the Event, you agree that you have read and understood the terms and conditions of the Event Venue. Keep your race bib or festival wristband on at all times while you are at the Event Venue.

Participants are obligated to bear the race bib that they were given by the organizers on the front of their chest. In any other case, it is possible that they are disqualified from the race. All participants must respect and follow the regulations of the event, before, during, and after the race.

You further agree and acknowledge that the Event is a public event, and as such you have no expectation of privacy with regard to your attendance, presence, actions and/or conduct in and at the Event.

You agree and acknowledge that your appearance, image, name, likeness, participation and actions inside and within the vicinity of the Event Venue may be photographed, filmed, recorded, aired, distributed, reproduced, broadcast, printed or published by ABS-CBN, its parent and affiliates in any and all media or platforms worldwide and in perpetuity. By attending the Event, you hereby authorize and grant ABS-CBN, its parent and affiliates, without payment of any fee or compensation, the right to use, broadcast, display, record, distribute, air, exhibit, transmit, display, publish or reproduce your name, image, likeness, acts, poses, plays, appearances, participation, movements and statements at the Event in any and all media or platform now known or hereafter developed, worldwide and in perpetuity without need of further authorization or approval from you or anyone acting on your behalf.

You agree and confirm that you are attending the Event at your own risk and ABS-CBN shall not be liable for any medical or incidental health conditions, problems or risks that may occur during or in connection with your attendance at the Event, and that you expressly assume the risk and legal liability and waives and releases ABS-CBN from all claims for injuries, damages or loss which Participant or child might sustain as a result of participating in any and all activities connected with and associated with the Event, as confirmed by your execution of the Participation Release and Waiver form.

ABS-CBN reserves the right to refuse admission to anyone at the Event or to order Registrant to leave the Event Venue, without need to refund Registrant for the price of the Registration or without any liability on the part of ABS-CBN, under circumstances where ABS-CBN reasonably considers that the

Registrant has breached these Terms or any law, regulation or rules applying to the Event or venue of the Event.

CHANGES IN EVENT DETAILS

In case of Event cancellation due to legal impossibility or impracticability (“Force Majeure”), ABS-CBN may, at its sole option, either (a) reschedule the Event and (i) honor the same Registration purchased for the Event at the rescheduled Event or (ii) allow Registrant to receive refund for the amount stated on the face of the registration (or, for a discounted registration, then the discounted registration price paid), without interest or penalty, provided the Registrant submits his/her request for refund within the period and in accordance with the requirements specified by ABS-CBN; or (b) not reschedule the cancelled Event and refund the amount stated on the face of the registration to Registrant, without interest or penalty. In case of Event cancellation for reasons other than Force Majeure, ABS-CBN may give you a refund of the amount stated on the face of the Registrant (or, for a discounted registration, then the discounted registration price paid), without interest or any penalty, provided the Registrant submits his/her request for refund within the period and in accordance with the requirements specified by ABS-CBN.

In case of reschedule of the Event, ABS-CBN shall use reasonable means to timely inform the Registrant of the new schedule of the Event.

ABS-CBN reserves the right to change the venue of the Event due to unavoidable circumstances such as, but not limited to Force Majeure, and endeavors to find a suitable substitute venue within the vicinity of the current Event Venue. ABS-CBN further reserves the right to add, withdraw or substitute the featured artists of the Event and/or vary the advertised activities, and/or program, time of activities, registration prices, and other details in connection with the Event. In any of these cases, ABS-CBN shall announce the changes as soon as reasonably practicable.

ABS-CBN shall not be liable for deviations from the program schedule of the Event and/or any possible loss that may arise from such changes.

You agree to indemnify ABS-CBN, including its shareholders, officers, directors, employees, affiliates, agents and representatives from and against any and all claims, losses, liability, damages, costs or expenses arising out of or in connection with any changes or deviations from the Event details.

REFUND POLICY

Registrant may be entitled to a refund of his/her Registration for the Event if the Event is cancelled whether or not due to Force Majeure as provided above (Changes in Event Details).

If a refund is allowed as provided above, ABS-CBN will refund to the Registrant only the amount stated on the face of the Registration (or, for a discounted Registration, then the discounted Registration price paid), without interest or penalty. Other than in cases where the Event is cancelled whether or not due to Force Majeure as provided above, the registration is NON-REFUNDABLE.

RESTRICTIONS

Minors must be accompanied and supervised by an adult at all times during the Event. If you are or may be possibly pregnant or have other physical ailments or conditions, we strongly advise that you do not attend the Event and if you do want to attend, you are advised to consult your physician prior to attending the Event and you acknowledge that you are attending the Event at your own risk.

You shall not sell, resell, or use the event Registration for any commercial purpose/s, such as advertising or promotions of any other products or services without prior express written consent of ABS-CBN. Unlawful resale (or attempted resale) of the Registration or any counterfeit Registration is ground for seizure and/or cancellation of registration without compensation. Such prohibited acts may further subject party(s) to all applicable civil and/or criminal penalties.

Registrant shall be solely responsible for arranging and paying for any and all arrangements for or relating to his/her attendance to the Event, including the costs and expenses for travel, accommodations or hospitality. If the Registrant is entitled to a refund of his/her Registration under these Terms and Conditions, ABS-CBN shall only refund the amount stated on the stated on the face of the registration (or, for a discounted registration, then the discounted registration price paid), without interest or penalty, but shall not and not be liable for, nor reimburse said Registrant for any cost or expense paid or incurred in connection with his/her attendance to the Event, such as but not limited to the costs and expenses for travel, accommodations or hospitality or for lost income, salary or wages.

The Registration does not include the costs of any additional goods or services, unless otherwise indicated by ABS-CBN. Furthermore, the Registrant is not entitled to transport, parking, merchandise or any food or beverage during the Event. Other independent service providers may provide service and the costs and expenses therefor shall be borne solely and separately by the Registrant. In such case, the terms of such service providers will apply between the Registrant and the service provider.

ABS-CBN reserves the right to prohibit the taking of photos, audio recording or video recording, uploading, publishing, and/or distributing such photo or video recordings at or during the Event. Any Registrant engaging in such prohibit recording and/or distribution of any audio or video element of the Event may be subject to civil and/or criminal penalties.

The Registrant shall be responsible for safekeeping and securing his/her properties which he/she will bring at the Event Venue. ABS-CBN shall not be liable for loss, damage or destruction of the Registrant's properties. Registrant is further prohibited from using devices or any application that unreasonably disturbs and/or distracts other attendees/Registrant.

The Registrant is forbidden from bringing any of the following items inside the Event Venue:

- Items that may injure or annoy other persons, including chemical substances which give obnoxious fumes or smoke, illegal drugs and other similar items.
- Items intended for sale unless with express permission from ABS-CBN.
- Any item that may impede the conduct of the Event

Failure to comply with the foregoing will bar Registrant from entry to the Event Venue. Discovery of such prohibited items may also subject the Registrant to seizure and/or arrest, as well as the applicable civil and/or criminal penalties.

OTHER TYPES OF FORCE MAJEURE

ABS-CBN shall not be liable to Registrant for failure to perform any obligation under these Terms to the extent that the failure is caused by legal impossibility or impracticability or other types of Force Majeure. Other types of Force Majeure are those causes beyond ABS-CBN's control including, without limitation, acts of God, war, insurrection, riot, civil disturbances, acts of terrorism, fire, explosion, flood,

national mourning, theft of essential equipment, malicious damage, strike, lock out, weather, third party injunction, national defense requirements, acts or regulations of national or local governments.

RELEASE AND ASSUMPTION OF RISK

You will be expressly assuming the risk and legal liability and waiving and releasing all claims for injuries, damages or loss which you or your child might sustain as a result of participating in any and all activities connected with and associated with the Event. ABS-CBN and all Event sponsors, volunteers and everyone else involved in the production of the Event is committed to offering its events in a safe manner and holds the safety of participants in high regard and it strives to reduce the risks of the Event and insists that all participants follow safety rules and instructions.

However, you recognize that there is an inherent risk of injury when choosing to participate in these types of Events. You are solely responsible for determining if you have adequate fitness, training, and skills to participate in the Event. You are also solely responsible for determining if you need special equipment to participate in the Event. You understand that, even with careful and proper preparation, there is still a risk of injury, including death, from participating in the Event and it is impossible for ABS-CBN to guarantee your absolute safety. You assume all risks associated with running and participating in this Event, including but not limited to: falls, contact with other participants, the effects of the weather, including high heat and/or humidity, traffic and the conditions of the road, food sickness or unanticipated allergic reaction and/or aversion, injuries (e.g., without limitation, those arising out of self-inflicted accidents or mishaps, intoxication, clumsiness or inattention) all such risks being known and appreciated by you. Further, in case you become injured, you consent to receive medical assistance and/or treatment from all onsite medical personnel.

You agree to abide by any decision of a race official relative to any aspect of your participation in this Event, including the right of any official to deny or suspend your participation for any reason whatsoever. You agree that you have read the rules of the race and agree to abide by them. You understand that bicycles, skateboards, baby joggers, roller skates or roller blades, animals, and personal music players are not allowed in the race and you will abide by all race rules.

In conjunction with ABS-CBN's possible use of your appearance or of materials supplied by you in photos and promotional materials about the Event, ABS-CBN may use your name, likeness, voice, biographical information and the material supplied by you ("Biographical Information") for the purposes of advertising, publicity, fundraising and promotion associated with the Event. You understand that ABS-CBN will own any such photos or materials that may include your Biographical Information and will have the right to use, modify, distribute, and create derivative works of them.

You recognize and acknowledge that there are certain risks of physical injury to participants in this Event and you voluntarily agree, as a condition of your participation in the Event, to assume the full risk of any injuries, costs, damages or losses, regardless of severity, that you may sustain as a result of participating in any and all activities connected with or associated with this Event. You agree to waive and relinquish all claims, specifically including those for any injury (including death), costs, damages and/or losses arising out of or otherwise incidental to participation in the Event, that you may have as a result of participating in this activity, against ABS-CBN International including its officers, officials, agents, employees, medical personnel, and volunteers (both individually and collectively). You hereby fully release and forever discharge ABS-CBN from and against any and all claims for injuries, damages or loss, including death, that you may have arising out of, connected with, or in any way associated with this Event. This waiver and release will apply to any and all actions, causes, damages, claims, or demands of

every kind, whether known or unknown, arising out of or otherwise incidental to participation in the Event. You hereby agree to indemnify, hold harmless, and defend ABS-CBN from and against any and all liability or claims for loss, damage, or injury to person or property, or of any other kind, whether known or unknown, including your person and property and including claims for attorney's fees, arising out of or otherwise incidental to your participation in the Event. While participating in the Event, you agree to obey all rules, regulations, and policies of ABS-CBN and all applicable laws. You agree that a violation of the rules, regulations, laws or policies of the Event (as determined in the sole discretion of an ABS-CBN representative) may result in your expulsion from the Event.

You understand and acknowledge that this release is intended to be as broad and inclusive as permitted by the laws of the state of California and you understand that by signing the release, you are giving up your right to sue. You understand and agree that if any portion of this release is held invalid by a court, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this release which shall continue to be enforceable. You further agree that this release will be governed by the laws of the State of California. Without limiting the foregoing, to the maximum extent permitted by law, you waive all rights you may have under California Civil Code Section 1542, which reads as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected the settlement with the debtor."

INTELLECTUAL PROPERTY

ABS-CBN is and shall remain the sole owner of including, but not limited to trademarks, copyrights, trade secrets, and other intellectual property (the "Intellectual Property") of ABS-CBN and any Intellectual Property for, related to or in connection with the Event, including but not limited to the main show.

Registrant acknowledges that he/she does not have and will not acquire any right, title or interest in the Intellectual Property, nor any party thereof. The Registrant agrees that he/she will not directly or indirectly do or cause to be done or permit any act which may in any way jeopardize or adversely affect the validity of the Intellectual Property or ABS-CBN's title thereto.

INDEMNITY

The Registrant agrees to defend, indemnify and hold harmless ABS-CBN (including ABS-CBN's shareholder, officers, directors, employees, affiliates, agents and representatives) from and against any and all claims, losses, liability, damages, injury, death, costs or expenses, including without limitation attorney's fees and costs, arising out of or relating to the Registrant's breach or alleged breach of any obligation, representation or warranty under these Terms.

For questions or comments about the Terms or about the Event, please contact tfc_events@abs-cbni.com.