

Event Terms of Use for ASICS Runkeeper™

ROAD TO TOKYO MARATHON 2021 Virtual HALF (the “Event”) participants are **required** to use the ASICS Runkeeper™ mobile application (the “App”) to track your run to participate in the Event.

Please read these Event Terms of Use for ASICS Runkeeper™ (the “Terms”) before using the App for the Event.

Event Rules/T&Cs

By participating in the Event, the Event participants (“Participants” or “you”) agree to and shall abide by the Event Rules and Terms & Conditions, guidelines or any other instructions given by **Tokyo Marathon Foundation** (the “Event Organizer”). ASICS Corporation, ASICS Digital Inc., their subsidiaries and affiliates (collectively, “ASICS”) will bear no responsibility for any measures or decisions taken by the Event Organizer resulting from your breach of or a failure to comply with any of such Rules, Terms and Conditions, guidelines or instructions by your participation in the Event.

Injury/Sickness, COVID 19 guidance

- ASICS bears no responsibility for injuries, illness, and/or sicknesses that Participants suffered prior to, during, and after the Event.
- Participants must agree to abide by applicable guidance or recommendations issued by national, regional and local governments, World Health Organization (WHO), or health centers for the prevention of the spread of the 2019 Novel Coronavirus Disease (COVID-19) while participating in the Event. ASICS will bear no responsibility for Participants’ contraction or spread of COVID-19 resulting from the Participants’ failure to follow any applicable guidance or recommendations for the prevention of COVID-19.

Safety/Traffic Rules

- While using the App, you must follow all pedestrian safety laws, rules and ordinances and must not violate the traffic rules or otherwise disturb the traffic. A violation of such laws, rules or ordinances is subject to penalty or criminal

sanctions.

- While running with the App, please refrain from staring at the screen of your device in order to avoid traffic accidents. Please stay cautious of traffic and your surroundings while using the App.
- ASICS will not be held responsible for any traffic accident, incident or damage participants or any third party may suffer resulting from a violation or a failure to follow any safety/traffic laws, rules or ordinances or negligent actions or behavior by Participants.
- Any accident or incident shall be resolved at Participants' own responsibility and expense, and ASICS will not indemnify Participants or any third party for any loss, costs, expenses or damages resulting from such accident or incident.

Disclaimer

The distance or other information provided to you through the App is provided for informational purposes only and may be affected by factors such as the performance or condition of your device, data usage, and/or telephone network connection issues. Further, the App service may not be provided as intended due to computer viruses, tampering, bugs, technical issues or any cause beyond reasonable control of ASICS (collectively, "Technical Issues"). ASICS reserves the right, at its sole discretion, to cancel, terminate or modify the App service for Technical Issues. ASICS disclaims the accuracy or completeness of any data or information generated through the App.

ASICS reserves the right to, at its sole discretion, disable your use of or access, in whole or in part, to the App, including your account, in the event that ASICS determines your breach and/or failure to comply with any of these Terms or any use that is unlawful or prohibited by these Terms.