



## ONETIX TERMS & CONDITIONS OF SALES

1. ONETIX (“**ONETIX**”) is operated by BANDAR UTAMA CITY CENTRE SDN BHD [Reg. No. 199301013585 (Co. No.:322382-T)], a company incorporated in Malaysia and having its business address at 4th Floor Highstreet, 1 Utama Shopping Centre, 1, Lebuhr Bandar Utama, Bandar Utama City Centre, Bandar Utama, 47800 Petaling Jaya, Selangor Darul Ehsan, Malaysia.

All tickets, e-tickets, vouchers, packages, classes and workshops (“**Tickets**”) are sold by ONETIX as ticketing agent for and on behalf of the entity or entities (collectively “**Providers**”) operating, managing, producing, promoting or providing the event, show, performance, screening, webstream, exhibition, conference, transport service, attraction, food and beverage, place of interest, ride, venue access, membership programme, or other product or service for which the Tickets are sold (individually and collectively, “**Services**”), or the venue, vehicle, craft, equipment, attraction, restaurant, webstream platform in or by which the Services are provided (individually and collectively, “**Venue**”).

2. Providers are fully responsible for their respective Services or Venue. ONETIX has no control over the organisation or management of the Services and/or the maintenance or management of the Venue.
3. All purchases are subject to availability and acceptance by ONETIX. ONETIX reserves the right to accept or reject any order. ONETIX shall be entitled, but not obliged, to conduct verification checks on any order, and shall be entitled to rescind the order if such verification checks reveal any fraud or other irregularity in the order.
4. The updated version of these terms and conditions (“**T&C**”) are available at [www.onetix.com.my](http://www.onetix.com.my). By purchasing and/or using the Ticket, the ticket purchaser (“**Purchaser**”) is deemed to have accepted and agreed to be bound by these T&Cs. Purchasers who are purchasing Tickets on behalf of others (“**Third Parties**”) are responsible to draw to each Third Parties’ attention on these T&Cs and where they are available for viewing (Purchaser and Third Parties collectively “**Ticket Bearer**”). Each Ticket Bearer agrees to be bound by these T&Cs.

### 5. Registration

- 5.1. If You would like to submit an offer to purchase any Tickets on ONETIX, you must first register a Member Account, whereby your valid Login ID and Password will be registered and maintained on ONETIX.
- 5.2. To register on ONETIX, you will be required to provide your name, a valid mobile phone number, a valid e-mail address, date of birth and other personal information.
- 5.3. You are not allowed to create multiple user accounts as this will be treated as a misuse of the ONETIX site.
- 5.4. We take your privacy seriously and we fully comply with all the relevant laws and regulations in relation to personal data protection in Malaysia. For information on how ONETIX collects and processes personal data in providing the Services, kindly read our Personal Data Policy [here](#) for more information.
- 5.5. If you are a ONECARD cardholder, you will be required to key in your ONECARD No. and PIN No. to earn UPoints for Ticket purchases made on ONETIX, to make payment by using 1PAY, and to redeem exclusive privileges and benefits offered by the Providers on ONETIX from time to time.
- 5.6. You are responsible for the safekeeping of your unique Login ID and Password and must not disclose it to any third party. Once a Login ID and Password which matches those which have been registered by a Member on our records, it will be deemed that access has been requested by the said Member.



5.7. ONETIX reserves the right to refuse or cancel a Member Account of any person deemed ineligible, who has misused ONETIX, whose membership has been previously revoked or is suspected to be fraudulent or negligent.

## 6. **Methods of Ticket Delivery**

6.1. A Transaction Confirmation and E-ticket(s) with Ticket ID (QR code) will be sent to the Purchaser's registered e-mail once a successful purchase (with payment) is confirmed.

*Note: It is important that you provide us with a valid email address. ONETIX and the Provider will not be held responsible for non-delivery of the "Transaction Confirmation" due to an incorrect email address provided.*

6.2. In the event if you encounter any loss in internet connection during the payment process whereby your credit card is charged but E-ticket has not been received, kindly contact ONETIX immediately for assistance during our operation hours. Proof of identity (NRIC/Passport) and Transaction Confirmation must be provided.

## 7. **Payment Method**

7.1 ONETIX accepts payment via the following methods:

- a) Credit card and Debit card - MasterCard and VISA which are issued by Malaysian-licensed banks and/or financial institutions only.
- b) FPX – FPX is a real time online payment system which enables Purchaser's to make secure online payments by debiting the Purchaser's internet banking account from multiple Malaysian-licensed banks.
- c) 1PAY E-wallet – 1 Utama Shopping Centre's official E-wallet providing convenient cashless payment.

7.2 Full payment must be made for the ticket purchase at checkout. The payment will be deducted from your credit card account, debit card account, bank account or your 1PAY E-wallet account upon acceptance of your Order.

## 8. **ONETIX Promo Codes, Rebates or Discounts**

8.1. Purchaser must enter any promo codes, rebates or discount codes upon checkout of the Ticket order.

8.2. For promotions which are valid for a limited period only, the promo codes, rebates and discounts are subject to its specific terms and conditions, are mutually exclusive and cannot be combined with other promotions, unless otherwise stated. In the event of a conflict, the specific terms and conditions governing the limited promotions shall prevail over the general terms and conditions stated herein.

8.3. ONETIX is not obliged to accept late submission of promo codes, rebates and discounts after the checkout process has been completed. No refunds will be given or claims entertained due to any change in Ticket prices which are attributable to promo codes, rebates or discount codes which were not entered before the checkout process has been completed.

8.4. ONETIX is not liable for any loss, damage, cost and expense suffered or incurred as a result of the theft or illegal or fraudulent usage of any promo codes, rebates and discounts.

## 9. **Refunds and Exchanges**

9.1. Upon confirmation of your order for Ticket, no exchange or cancellation will be made under any circumstances and ticket is non-transferable. Ticket is confirmed once full payment is received and when a Transaction Confirmation and E-ticket(s) with Ticket ID (QR code) is sent to you via your registered e-mail.



9.2. No refund will be made under any circumstances except pursuant to the conditions under Event Cancellation or Postponement as provided in Clause 15:

9.2.1. Purchaser must apply for a refund within the stipulated time frame given by the respective Providers.

9.2.2. If an event is cancelled/rescheduled or significantly relocated by the Provider, all liability is limited to the amount for which the ticket was purchased following the refund policy set by the Provider. Refund form must be submitted during your application for refund.

9.2.3. Only Tickets purchased through authorised channels will be honoured for a refund. ONETIX will not refund any Tickets purchased from unauthorised channels.

9.2.4. The refund process will start after the time frame given by the Provider for refund submission has ended.

9.2.5. Ticket refund will take approximately 30 days to be reflected in Purchaser's account

9.2.6. All refunds will be made to the credit card/debit card/bank account/1PAY E-wallet account from which the original payment was made.

9.2.7. Refund will only be issued to Purchasers whose personal details match the record in the system.

9.2.8. ONETIX reserves all right to decline a refund if any of the criteria under the terms and conditions are not met.

9.3. Lost or damaged Ticket(s) will not be entertained.

9.4. The Purchaser shall be responsible for all Tickets purchased. ONETIX is not obliged to re-issue, exchange or compensate any damaged Tickets. Any damage to the tickets may result in the Ticket Bearer not being allowed to enter the Venue.

## 10. Limitations on Number of Tickets Purchased

10.1. When purchasing Ticket for a particular event, you may be limited to a specified number of tickets. If you exceed the stated Ticket limit, you may have any or all of your orders and Ticket cancelled without notice by ONETIX at its sole and absolute discretion and ONETIX will not be liable for any loss or costs arising therefrom. This includes orders associated with the same name, e-mail address, billing address, credit card number or other information. Ticket limits apply to ensure fair access to Ticket for the public, and as a measure to minimize ticket scalping.

## 11. Authenticity and validity of tickets

11.1. Tickets may not, without the prior written consent of ONETIX, be resold or offered for resale at a premium (including via on-line auction or other unauthorized resale sites) or used for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services. If a Ticket is sold or used in breach of this condition, the Ticket may be cancelled without a refund and the Ticket Bearer may be refused admission.

11.2. Tickets may only be purchased from the ONETIX or other authorized points of sale. Ticket on-selling is strictly prohibited.

11.3. Entry to a Venue may be refused if the authenticity or validity of a Ticket is questionable, including because the Ticket has been damaged or defaced in any way, or has not been purchased from ONETIX or other authorized points of sale.

## 12. Admission, Event program, alteration and seating

12.1. Any complaint regarding the Event, its production or quality shall be directed solely to and dealt with by the Providers.

12.2. The Providers may add, withdraw, reschedule or substitute artists or players (where applicable) or vary advertised programmes, prices, event times, venues, seating arrangement or audience capacity without refund or any compensation to the Ticket Bearer.



- 12.3. The Providers may postpone, cancel, interrupt or stop the event, due to adverse weather, dangerous situations or any other causes beyond its reasonable control without refund or any compensation to the Ticket Bearer.
- 12.4. Infants in arms or children without Tickets will not be admitted unless otherwise stated.
- 12.5. Latecomers cannot be admitted until a suitable break during the performances.
- 12.6. Entry and access to the Venue will be subject to the Venue's prevailing terms and conditions of entry and/or access.
- 12.7. Entry and access to the Venue may be subject to age restrictions specified, and no refunds or any compensation will be made on the grounds that the Ticket Holder was not aware of such age restrictions.
- 12.8. The Provider reserves the right without refund or compensation to refuse admission or access, or evict any person(s) whose conduct is disorderly or inappropriate or who poses a threat to security, or to the enjoyment of the Services by others.
- 12.9. The Ticket Bearer agrees to submit to any search for any prohibited items including but not limited to weapons, controlled, dangerous and illegal substances and recording devices.

### 13. Webstreaming Provider

Where the Services are webstreamed by Providers:

- 13.1 ONETIX has no control or management over the Services which are webstreamed;
- 13.2 Your ability to access the webstream, and the quality of the webstream, are dependent on the webstream service provider, your network service provider, Internet traffic and other factors beyond ONETIX's control;
- 13.3 ONETIX will not be liable for any problems or issues you may have in accessing the webstream.
- 13.4 ONETIX shall not be liable for any content posted by any users in the chatroom and/or webstream, and cannot be held responsible for any illegal, infringing, objectionable or offensive text, images, photographs, content, or material uploaded by other users.
- 13.5 You agree that you are solely responsible for all content that you make available on or through the chatroom and/or webstream, and you agree not to submit, upload or publish any content that is obscene, infringing, offensive, illegal, or inflammatory, or otherwise commit any unlawful act or any act designed to impair the operation and functionality of the Services.
- 13.6 You agree not to allow any person other than a Ticket Bearer to gain unauthorised access to the webstream, and not to disclose to any third party any user IDs, passwords, website links, and other codes and access procedures, issued and/or designated for use by ONETIX in order to access the webstream.



- 13.7 You agree that while ONETIX has no obligation to monitor or record your access to or use of the chatroom, webstream, and/or Services, or to monitor, record, moderate or edit any content by any user, ONETIX nonetheless has the absolute right to do so for the purpose of operating and monitoring the Services, and to ensure compliance with these Terms and Conditions and with applicable laws and regulations.
- 13.8 You agree that you will not record, reproduce, copy, distribute, or disseminate any Service being webstreamed, or any part thereof, in any form or by any means without prior written consent from the Provider, or otherwise infringing any person's intellectual property rights (including copyrights and trade mark rights).
- 13.9 ONETIX has the sole and absolute discretion at any time and for any reason, to remove, edit, delete, or censor any content appearing on the chatroom and/or webstream, and/or immediately terminate your access to the Services, without notice to you.

#### **14. Disclaimer and Limitation of Liability**

- 14.1. All Ticket, event information and dates on ONETIX are provided by the Providers.
- 14.2. Any cancellation, postponement or alteration of any kind is the responsibility of the Providers, and ONETIX disclaims any and all liability for any loss or damage suffered as a result of such cancellation, postponement or alteration.
- 14.3. Ticket Bearer is responsible to take note of any entry conditions and/or restrictions imposed on infants, children without tickets or any minimum admission age. Any purchaser below the age of 18 years of age is deemed to have parental consent before purchasing Ticket from ONETIX.
- 14.4. ONETIX may hold liable for prosecution any person who breaches any of the above T&Cs.
- 14.5. Please note the above T&Cs may vary between Venue and Services and will be reflected on the specific Venue or Services page at [www.onetix.com.my](http://www.onetix.com.my).
- 14.6. The Ticket Bearer voluntarily assumes all risk and danger incidental to the Services and Venue whether occurring prior to, during or subsequent to the actual Services or your presence at the Venue, including any death, personal injury, loss, damage or liability.

ONETIX, its agents and employees shall not be liable for any death, personal injury (unless such death or personal injury was caused by the negligence of ONETIX), loss or damage however caused while in or using the Venue nor are they liable for any complaints, claims, refunds, or exchange for any reason whatsoever, including without limitation, those relating to the Services, the Venue, or cancellation or postponement of the Services.

ONETIX reserves the right to update, modify or change these T&Cs from time to time. Any change will be available at [www.onetix.com.my](http://www.onetix.com.my).



## **15. Event Cancellation and Postponement**

- 15.1. If an event is postponed or cancelled, a Postponement Publicity Notice or a Cancellation Publicity Notice (collectively, the "Notices" or individually, a "Notice") respectively shall be placed in the media by the Providers or its PR Representatives. Any refund made by ONETIX shall only be made out of sums held by ONETIX for the Providers as authorised by the prior written agreement of the Providers. The amount of the refund will be made on a pro-rated basis ("Pro-rated Amount") in accordance with the amount of the said sums held by ONETIX and the price paid by the Ticket Bearer for the ticket. ONETIX shall not be liable to make refund beyond the Pro-rated Amount under any circumstances.
- 15.2. ONETIX will not be liable and under no obligation to make any refund at all in the event that the Providers did not remit in advance the sums held by the Providers to ONETIX.
- 15.3. The notices shall advise procedures for requesting a refund and the period and time within which the Ticket Bearer could request a refund.
- 15.4. Refund will not be entertained if a request for a refund is made after the given period from the date of Notice. Such unrefunded sums shall be dealt with at ONETIX's sole discretion.
- 15.5. In the event of cancellation, all tickets purchased using credit cards shall automatically be refunded to the credit cards which the tickets were purchased. If such credit cards are no longer valid, no automatic refunds will be made and condition below shall apply.
- 15.6. Tickets purchased using payment other than credit cards shall be refunded by Online Banking Transfer and only to the account from which the original payment for the Tickets were made. The Ticket Bearer are need to fill in the refund form and submit to ONETIX.
- 15.7. For tickets purchased using 1PAY, refunds will be done with UPoints credited automatically into the Purchaser's 1PAY account.

## **16. Governing Law and Jurisdiction**

This Agreement shall be construed and enforced in accordance with the laws of Malaysia. Any claim or dispute in relation to this Agreement shall be subject to the exclusive jurisdiction of the courts of Malaysia.