

# Terms & Conditions

Visitors and users (hereafter referred to as the Customer) of Plane In The City Malaysia Online Reservation System on the Internet (hereafter referred to as System) agree to comply with the following terms of use (hereafter referred to as Terms) before any purchased of seats:

The Organizer (TwoSpicy Entertainment Live Sdn Bhd) shall have the right to amend the Terms of use of the System by publishing the relevant information/news in the [www.planeinthecity.com](http://www.planeinthecity.com). The amendments enter into effect upon their publication on the [www.planeinthecity.com](http://www.planeinthecity.com)

## 1. Definitions and Interpretation

'Seats' refers to the seats or other types of 'Event' refers to the Plane In The City Malaysia experience, which will be held at a venue in respect of which we have the right to sell you seats. Evidence (including electronic/online purchases) for our event sold by us to you. 'Venue' means any facilities or locations of any nature where the event is being held. 'We' means the organizer. 'Us' and 'Our' shall be read accordingly. 'You' means the seat purchaser or anybody who in our reasonable opinion is acting with your authority or permission. 'Your' shall be read accordingly.

## 2. Seats

- All prices quoted are in RINGGIT MALAYSIA and includes local taxes.
- All seats are sold subject to availability and these terms and conditions. These terms and conditions should be read carefully prior to purchase and any queries relating to them should be raised with us prior to purchase, as purchase of seats constitutes acceptance of these terms and conditions.
- You shall receive the confirmation of seat(s) from the System through the e-mail address provided by the Customer in the System upon paying for the seat(s).
- A valid seat confirmation must be produced to get into the event. Seat is valid on the date of the event only. 1(one) seat admits 1(one) person only.
- Removing any part of, altering or defacing the seat confirmation may invalidate your seat. It is your responsibility to check your seat during the purchase process on our System. Any mistake made during the purchase cannot be rectified after the purchase. Please check your seat confirmation carefully and contact us immediately if there is a mistake.
- The resale of seats is prohibited. We reserve the right to cancel any seat/seats that have been resold.
- Any use of the Plane In The City Malaysia System website, its contents and data for any unlawful activities, as well as for the purpose of sale or resale of seats, for advertising or business purposes or otherwise for receiving any benefits, incl. intermediation of seats, is prohibited without organizer prior written consent. We shall have the right to charge a contractual penalty for breach of contract in the amount of up to RM100,000.00 from any customer who has violated this provision.
- Once seats are sold, no refund, amendment or cancellations will be entertained.
- We will not be responsible for any seat confirmation that is lost, stolen or destroyed.
- The Organizer only accepts responsibility for seats bought from one of its own managed sales points.
- Ownership or possession of a seat confirmation does not confer any rights (by implication or otherwise) on you to use, alter, copy or otherwise deal with any of the symbols, trademarks, logos and/or intellectual property appearing on the seat confirmation.
- Any seat or seat confirmation obtained in breach of these terms and conditions shall be void and all rights conferred or evidenced by such seat shall be void. Any person seeking to use such a void seat in order to gain or provide entry to our event may be considered to be a trespasser and may be liable to be ejected and liable to legal action. Void seats are non-refundable.
- You may transfer the seats and the consideration for seat transfer will however be given if you can provide evidence of double purchase, illnesses or other related emergencies

the Organizer 48 hours before the dinner through

email: [info@planeinthecity.com](mailto:info@planeinthecity.com) together with his/her replacement's details such as: Full name, Identification Card number/ Passports number, contact details etc.

- By performing any action on the System's site, Customer confirms that:
  - - 1) It is a legal entity whose representative has all and any powers to use the System services in the name of that person, and to assume any obligations for that legal entity;
    - 2) The person duly understands and complies with all the Terms of Use of the System

### **3.Price & Payment**

- The price of the seat shall be the price set at the time we accept your order.
- Please be advice that additional credit/debit card or banking fees may be charged per seat on certain performances.
- If you pay via credit card, you can find the payment transaction on your credit card statement under the name "2SPICY". The official payment gateway of Plane In The City Malaysia is Paydibs.
- Discount / Promotion codes is not applicable in conjunction with other on-going promotions, discounts, vouchers or privilege cards.

### **4.Changes to Event**

The Organiser may postpone, delay, cancel, interrupt or stop the flights due to adverse weather, dangerous situations, or any other causes beyond reasonable control.

### **5.Liability**

In the event of the flight being delayed, cancelled or postponed, the Organizer cannot be held responsible for any costs incurred by the customer for travel, accommodation or any other related service. Decisions to postpone or delay flights are not under the Organizer's control; therefore we are not liable and will not offer compensation or refunds of any costs incurred. A full refund (on the fee of the seat only) will be given if the Organizer makes the cancellation.

### **6.Cancelled or Re-scheduled of Event**

It is your responsibility to ascertain whether the Flight has been cancelled or re-scheduled and the date and time of any re-scheduled flight. Where the flight is cancelled or re-scheduled, the organizer will use our reasonable and best endeavours to notify you.

### **7.Use of details and data**

Information is collected from those registering in the system in order to facilitate seat purchase or other services available.

### **8. Conditions of admission**

- Punctuality is very important for the Plane In The City Malaysia experience. You are advised to arrive at the exact scheduled time of your flight. If there is a delay on your arrival and the flight takes off, your seat will be cancelled automatically, with no refund will be given.
- Wing walk experience will be cancelled if its raining heavily and the guests will be given a voucher to redeem once again.
- You are advised to dress accordingly to as you will be required to wear Safety harness for Wing Walk experience.
- The Organizer cannot guarantee that participating chefs and restaurants will prepare dishes without common allergens, such as nuts, dairy, gluten, etc. You are advised to go through the menu at our website before purchasing a seat. You shall be responsible for your own health and safety and shall observe any and all precautions regarding your medical condition inter alia diabetes, food allergies etc. without any recourse towards the Organizer.

- The Organizer reserves the right to refuse or deny your admission to the venue in reasonable circumstances including health and safety matters, licensing reasons or where a seat is void. The Organizer also reserves the right to request you to leave the venue at any point of time on any reasonable grounds and may take any appropriate action to enforce this right.
- By way of example, the Organizer may remove anybody who:
  - a) behaved in a manner which, in the reasonable opinion of the Organiser has, or is likely to affect the enjoyment of other Customers; or
  - b) uses threatening, abusive or insulting words or behaviour or in any way provokes or behaves in a manner which may disturb the peace of the Organizer and other Customers; or
  - c) in the reasonable opinion of the Organizer, you are acting under the influence of alcohol or drugs.
- You must comply with the instructions and directions given by the Organizer, the staff and stewards on duty. No refunds will be given who has been denied entry due to their own behaviour as suggested in, but not limited to, the examples above.
- You voluntarily assume all risk and danger incidental to the event whether occurring prior to, during or subsequent to the actual event, including any death, personal injury, loss, damage or liability.
- Plane In The City Malaysia does not limit in any way the participation of any disabled person, but the said individual MUST provide sufficient information (in writing) regarding their medical condition to the organizer prior to purchasing a seat. The organizer will then assess the situation and people trained in safety experience will decide whether the individual may or may not participate.

## 9.Safety Rules for the event

- Only small items such as cell phone or compact cameras will be allowed to be brought together with you to the table during the dining session. Strictly no bouquet of flowers or large handbags are allowed on board. It is your responsibility to keep your personal belongings like cell phones, cameras safe. The organizer is not to be held responsible for the damage or loss of your items, if any.
- You are obliged to adhere and obey any instructions given by the staff of Plane In The City Malaysia at all times. Touching any operational device or machinery is strictly prohibited and may result to legal actions.
- If you have questions or concerns about our Privacy Policy or your data, Terms and Conditions for using System, please feel free to contact us by email: [info@planeinthecity.com](mailto:info@planeinthecity.com)

## 10.Restrictions and Prohibitions

- The use of equipment for recording or transmitting (by digital or other means) any audio, visual or audio-visual material or any information or data inside the event venue is strictly forbidden, unless for personal use only. Unauthorized recordings, tapes, films or similar items may be confiscated and destroyed. Any recording made during the Event constitutes a breach of these conditions and shall automatically belong to the Organizer. The Organizer will not be held liable for any loss, theft or damage to any confiscated items.
- The Organizer reserves the right to use any photograph/video taken at any Plane In The City® event, without the expressed written permission of those included within the photograph/video. The Organizer may use the photograph/video in publications or other media material produced, used or contracted by the organizer including but not limited to: brochures, invitations, books, newspapers, magazines, television, websites, etc.
- Any person desiring not to have their photo taken or distributed must inform the Organizer in writing of his/her intentions and include his or her photograph. The Organizer will use the photo for identification purposes and will hold it in confidence.

- The following are not permitted within any venue: a) animals b) Your own food and drink (unless permitted by the Organizer); c) Bottles, cans or glass containers (unless permitted by the Organizer); d) Any item which may be interpreted as a potential weapon including sharp or pointed objects (e.g. knives); and e) Illegal substances f) Professional/ commercial recording devices
- You are agreeing to follow directions given by authorized personnel of the Organizer to submit any search for prohibited items including weapons, controlled/dangerous and illegal substances.
- The Organizer, the venue owner, the sponsors, the contractors, their agents and employees shall not be liable for any death, personal injury, loss or damage caused while at the venue or during the Event, nor are they liable for any postponement of the dinner. The seat purchaser is purchasing and accepting the seat voluntarily and assumes all risk and danger incidental to the event whether occurring prior to, during or subsequent, to the event, including death, personal injury, loss, damage and liability.

## 12. Refunds

- Seats purchased cannot be refunded, exchanged or cancelled once issued except in the event of a cancellation by the Organizer themselves.
- If an event is cancelled by the Organizer, the following situation will take place: For ONLINE credit or debit card purchasers, we will work with your respective card's banks to automatically debit the amount back into your card. This process takes approximately 28 working days after the Event.
- If the Event is postponed, purchased seats for the original date will be valid for the new date unless otherwise notified. Purchasers will have the option to seek a refund for the value of the purchased seat(s) for a postponed event as below: a) a refund form will be uploaded on our website. You will need to fill up this form, attach proof of purchase and send it back to us via Email (info@planeinthecity.com ) or to our Office Address (Level 12, Suite 12.01, Centrepoint North, Mid Valley City, Lingkaran Syed Putra, 59200 Kuala Lumpur, Malaysia) .

Please be informed that the refund process will need at least 28 working days from the date of receiving your refund application form.

## 13. Giftcards

- The gift-card IS NOT THE ACTUAL TICKET.
- You will need to REDEEM the giftcard to a ticket by going to our website: [www.planeinthecity.com](http://www.planeinthecity.com) or through phone call.
- Any additional cost exceeding the value of this voucher will be paid by the redeemer.
- A gift-card cannot be used for special event days.
- A gift-card cannot be refunded or exchanged for cash.
- A gift-card MUST BE redeemed before the 30th September 2018.
- If the voucher is not redeemed before that date, there will be NO REFUND given for it.
- The redemption is only possible/ valid, subject to availability. You may refer to our website ([www.planeinthecity.com](http://www.planeinthecity.com)) on the available dates.
- A gift voucher will not be replaced if its lost, damaged or stolen.
- Plane In The City Malaysia reserves the right to amend these terms and conditions without prior notice.
- Collection Time = After 5:00 Pm
- Kindly fix an appointment TWO days before collection via Email or Phone Call.