

## TERMS AND CONDITIONS

### Term of use

1. By using our service, these terms will automatically apply to you. You should make sure therefore that you read them carefully and accept all of the terms and conditions contained herein and the Privacy Policy. These Terms applies to any users of WeTix website, apps, features or other services.
2. WeTix acts as agent for the Seller in the sale of all tickets. As such, except as specified in these Terms and Conditions, all claims in connection with tickets or events are the sole responsibility of the Seller and, except to the extent required by the Malaysian Consumer Law, WeTix otherwise has no liability to you.
3. Please note that Cinema/Event rules outside of those mentioned by WeTix are also applicable, as per each individual event's terms and conditions including, but not limited to, terms of sale, event rules & disclaimers, and intellectual property rights.
4. If any part of these Terms is unenforceable, invalid or illegal, the enforceability, validity or legality of any other part of the Terms will not be affected or impaired in any way.
5. These Terms are governed by law of Malaysia and you agree to submit to the exclusive jurisdiction of the courts of Malaysia.
6. We reserve the right to change these Terms at any time without notice. Such changes will be posted on any WeTix platforms. Alternatively, you can obtain a copy of the latest Terms by emailing us at support@wetix.my.
7. We may assign, transfer or deal in any other way with our rights and obligations under these Terms to any party at any time without notice to you. You may not assign such rights and obligations.

### Refund Policy

1. All purchases made on WeTix are confirmed purchases and any request for refunds, exchange or cancellations will not be entertained unless otherwise stated herein.
2. By continuing with the purchase of the tickets, you acknowledge and agree that you have read and agree to be bound by these Terms & Conditions and those set by the Cinema/Event operator of your purchased ticket(s). We are under no obligation to refund you or exchange your ticket(s) in the event that you make any error when purchasing your tickets through the Site (including but not limited to selecting the wrong film or the wrong number of tickets), if you are excluded from viewing the film for any breach of these Terms and Conditions.
3. For the full list of Terms & Conditions set by the Cinema/Marathon operators, please refer to:
  - GSC – Please refer to the [Frequently Asked Questions](#).
  - MBO - [Terms and Conditions](#) which is applicable to your ticket(s).
  - TGV - [Terms and Conditions](#) which is applicable to your ticket(s).
  - MMC - [Terms and Conditions](#) which is applicable to your ticket(s).
  - Racexasia - [Terms and Conditions](#) which is applicable to your ticket(s).

### Intellectual Property Rights

1. Copyright, database rights, trade marks and other intellectual property rights related to it belong to us or our licensors.
2. Tickets may not, without the prior written consent of WeTix and the Seller, 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.
3. If a ticket is sold or used in breach of this condition, the ticket may be cancelled without a refund and the ticketholder may be refused admission. WeTix and/or the Seller will take all reasonable steps to notify you of WeTix's intention to cancel the ticket or render it invalid within a reasonable time before cancelling it or rendering it invalid.

## **Privacy Notice**

This Privacy Notice outlines how WeTix collects, uses, maintains and discloses your personal data in respect of commercial transactions and how WeTix safeguards the personal data. "WeTix" or "We" in this Privacy Notice refers to WeTix Sdn Bhd ("WeTix"), including its affiliates companies.

### **1. Your consent is important**

When you request information or sign up for our products and services or when you enter into any commercial transactions with WeTix, you may be required to provide WeTix with your personal data. In doing so, you consent to its use by WeTix in accordance with this Privacy Notice. Your personal data may have otherwise been provided to the WeTix by a third party for products or services that these third parties have sought from WeTix. In this context, the term "you" or "your" in this Privacy Notice extends to any individual whose personal data has been provided to WeTix and/or has been collected in other circumstances as described in Section 3 of this Privacy Notice.

We may collect your sensitive personal data, if you utilize our services to purchase movie tickets, which require you to disclose such sensitive personal data to us. We will only use your sensitive personal data to provide the service(s) you signed up for. If we collect, use, maintain or disclose your sensitive personal data, we will ask for your explicit consent.

You have the choice, at any time, not to provide your personal data/sensitive personal data or to revoke your consent to WeTix processing of your personal data/sensitive personal data. However, failure to provide such personal data/sensitive personal data or revocation of your consent to process personal data/sensitive personal data provided may result in WeTix being unable to provide you with effective and continuous products and services.

### **2. Types of personal data we collect**

Personal data refers to any information that relates directly or indirectly to an individual, who is identified or identifiable from that information or from that and other information in the possession of WeTix, including any sensitive personal data and expression of opinion about the individual.

The types of personal data we collect may include, but is not limited to your name, address, other contact details, age, occupation, marital status, financial information such as your income, or income tax particulars your identity card or passport, place of birth, credit history and your transaction history. The personal data we collect can be either obligatory or voluntary.

Obligatory personal data are those that we require in order to provide you with our products and services. If you do not provide us with obligatory personal data, we would not be able to provide you with our products and services. Voluntary personal data are those that are not mandatory in order for us to provide you with our products and services. If you do not provide us with voluntary personal data, you can still sign up for our products and services. Obligatory and voluntary personal data differ for each products and services and will be indicated where necessary.

### 3. Ways we collect your personal data

We obtain your personal data in various ways, such as:

- a. When you sign up for or use one of the services we provide or when you register an account with WeTix.
- b. When you contact WeTix through various methods such as application forms, emails and letters, telephone calls and conversations you have with our staff in a branch. If you contact us or we contact you using telephone, we may monitor or record the phone call for quality assurance, training and security purposes.
- c. From our analysis of your transactions (e.g. payment history).
- d. We may also obtain your personal data when you participate in customer surveys or when you sign up for any of our competitions or promotions.
- e. When we obtain any data and information from third parties (e.g. partner companies, cinema operators and/or e-wallet operators).
- f. When you enter into any commercial transactions with the WeTix including but not limited to you purchasing goods and/or services;
- g. From publicly available sources.

### 4. Personal data we collect from our platforms

#### **IP Address**

An IP address is a number that is automatically assigned to your computer when you signed up with an Internet Service Provider. When you visit our website, your IP address is automatically logged in our server. We use your IP address to help diagnose problems with our server, and to administer our website. From your IP address, we may identify the general geographic area from which you are accessing our website. Generally we do not link your IP address to anything that can enable us to identify you unless it is required by law and regulation.

#### **Information on Cookies**

A cookie is an element of data that a website can send to your browser, which may then store it on your system. We use cookies in some of our pages to store visitors' preferences and record session information. The information that we collect is then used to ensure a more personalised service level for our users. You can adjust settings on your browser so that you

will be notified when you receive a cookie. Please refer to your browser documentation to check if cookies have been enabled on your computer or to request not to receive cookies.

#### 5. Purpose of processing your personal data

We may process your personal data for the following reasons:

- Enter into relevant sale and purchase agreement;
- Communication of services, sale and purchase transactions;
- Payment transaction processing;
- Settlement of fund, Refund or Cancellation, Dispute and/or Chargeback of the payment transaction;
- Recurring payment service and/or tokenization;
- General administration;
- Manage and maintain your account(s) with us;
- Respond to your enquiries and complaints and to generally resolve disputes;
- Update, consolidate and improve the accuracy of our records;
- Produce data, reports and statistics which have been aggregated in a manner that does not identify you as an individual;
- Conduct research and survey, which solely for analytical purposes including but not limited to data mining and analysis of your transactions with us;
- Marketing communications
- Meet the disclosure requirements of any law binding on us;
- For audit, compliance and risk management purposes; or
- Any other purpose that we deem necessary and/or as required or permitted by any law, regulations, guidelines and/or relevant regulatory authorities.

From time to time, we may share your personal data with other entities within WeTix, our agents or strategic partners and other third parties (“other entities”) as WeTix deems fit and you may receive marketing communication from us or from these other entities about products and services that may be of interest to you. If you no longer wish to receive these marketing communications, please notify us to withdraw your consent and we will stop processing and sharing your personal data with these other entities for the purpose of sending you marketing communications.

Please be notified that once we receive confirmation that you wish to withdraw your consent for marketing or promotional materials/communication, it may take up to fourteen (14) working days for your withdrawal to be reflected in our systems. Therefore, you may still receive marketing or promotional materials/communication during this period of time. Please note that even if you opt out from receiving marketing or promotional materials, WeTix may still contact you for other purposes in relation to the accounts, facilities or services that you hold or have subscribed to with WeTix.

#### 6. Security of your personal data

The security of your personal data is our priority. WeTix takes all physical, technical and organizational measures needed to ensure the security and confidentiality of personal data. If we disclose

any of your personal data to our authorised agents or service providers, we will require them to appropriately safeguard the personal data provided to them.

The disclosure of your data may involve the transfer of your personal data to places outside of Malaysia, and by providing us your personal data you agree to such a transfer where it is required to provide you the services you have requested, and for the performance of any contractual obligations you have with WeTix including for storage purposes.

7. Period to which we may retain your personal data

We will only retain your personal data for as long as necessary to fulfil the purpose(s) for which it was collected or to comply with legal, regulatory and internal requirements. Afterwards we will destruct or permanently delete your data.

Please note that we may update this Privacy Notice from time to time. If there are material changes to this Privacy Notice, we will notify you by posting a notice of such changes on our website or by sending you a notification directly. Do periodically review this Privacy Notice to stay informed on how we are protecting your information.

8. Ways to access / correct / update your personal data

We are committed to ensure that the personal data we hold about you is accurate, complete, not misleading and up-to-date. If there are any changes to your personal data or if you believe that the personal data we have about you is inaccurate, incomplete, misleading or not up-to-date, please contact us so that we may take steps to update your personal data.

You have the right to access your personal data. If you would like to request access to your personal data, please contact us. Please note that depending on the information requested we may charge a small fee. We may also take steps to verify your identity before fulfilling your request for access to your personal data.

### **Third Party Link & Advertising**

1. WeTix provides hyperlinks to third party sites ("Linked Sites") for convenience only, and the inclusion of the hyperlink does not imply any endorsement of the Linked Site by WeTix or its affiliates. In addition, the inclusion of third party advertising on the Sales Channel (whether with or without hyperlinks) is not an endorsement or recommendation of the third party advertiser by WeTix or its affiliates.
2. You acknowledge and agree that Linked Sites are not under the control of WeTix and that WeTix is not liable or responsible for:
  - Any act, omission or negligence of any person who administers or owns any Linked Sites;
  - The copyright compliance, legality or decency of any Linked Sites;
  - The accuracy or reliability of any information provided by any Linked Sites;
  - The privacy policies of the Linked Sites;
  - Any goods or services provided by any person who administers or owns any Linked Sites; or
  - The performance of any obligation owing to by any person who administers or owns any Linked Sites.

## Specific Terms and Conditions Governing Online Stores

### 1. Use and access to online stores

- Copyright in the whole and every part of the online stores are the property of WeTix or are included with the permission of the relevant owner, it may not be used, sold, licensed, copied or reproduced in whole or in part in any manner or form or in or on any media to any person without the prior written consent of WeTix.
- You are prohibited from passing, resending, uploading or in any other way distributing, cooperating or taking part in the distribution of files or parts of program code containing harmful software (such as viruses) that may result in the disruption or total failure of our online stores.
- The purchase of goods or services at WeTix online store shall always be subject to any additional and applicable terms and conditions of sale which may be imposed from time to time by Wetix or its authorized merchants. Photographs are for illustrative purposes only and may vary from goods depicted or described.

### 2. Refund & exchange policy

The authorized merchants allows pertaining to your request for refund and/or exchange of merchandise purchased at its discretion subject to the following:-

- such request is made within 14 days of receiving the merchandise;
- the merchandise must be unused and be in the same condition when you received it;
- the merchandise must be in its original packaging;
- such merchandise must be purchased at regular price (excluding merchandise purchased on sales or at a discounted rate);
- provision of receipt of proof of purchase; and
- the merchandise shall be at your responsibility until they have reached our designated location and the shipping cost shall be borne by you.

In addition to the foregoing, the request for refund and/or exchange of merchandise purchased will only be allowed if due to/ arising from the following:-

- non-receipt of the merchandise ordered/purchased;
- receipt of an incomplete merchandise (missing quantity or accessories);
- receipt of the wrong merchandise (e.g. wrong size, wrong colour, different product);
- receipt of merchandise with physical damage (e.g. dented, scratched, broken); and
- receipt of a faulty merchandise (e.g. malfunction, does not work as intended).

Once your return is received and inspected, the authorized merchants will send you an email to notify you that they have received your returned item. They will also notify you of the approval or rejection of your request for refund and/or exchange. If your request is approved, your payment will be refunded back to your account/ exchanged merchandise will be sent to you (whichever applicable) within 14 working days.