

TERMS & CONDITIONS

These Terms and Conditions (“Terms“, “Terms and Conditions“) govern your relationship with www.themusicrun.com website (the “Service“) operated by Fresh Events Asia Sdn. Bhd. (“us“, “we“, “our“, or “Fresh Events“).

Please read these Terms and Conditions carefully before using the Service.

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing or using the Service, you agree to be bound by these Terms. If you disagree with any part of the terms, then you may not access the Service.

PURCHASES

If you wish to purchase any product or service made available through the Service (“Purchase“), you may be asked to supply certain information relevant to your Purchase including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping information.

You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete.

By submitting such information, you grant us the right to provide the information to third parties for purposes of facilitating the completion of Purchases.

We reserve the right to refuse or cancel your order at any time for certain reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order or other reasons.

We reserve the right to refuse or cancel your order if fraud or an unauthorised or illegal transaction is suspected.

AVAILABILITY, ERRORS & INACCURACIES

We are constantly updating our offerings of products and services on the Service. The products or services available on our Service may be mispriced, described inaccurately, or unavailable, and we may experience delays in updating information on the Service and in our advertising on other websites.

We cannot and do not guarantee the accuracy or completeness of any information, including prices, product images, specifications, availability, and services. We reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

CONTESTS, SWEEPSTAKES AND PROMOTIONS

Any contests, sweepstakes or other promotions (collectively, “Promotions“) made available through the Service may be governed by rules that are separate from these Terms. If you participate in any Promotions, please review the applicable rules as well as our Privacy Policy. If the rules for a Promotion conflict with these Terms, the Promotion rules will apply.

INTELLECTUAL PROPERTY

The Service and its original content, features and functionality are and will remain the exclusive property of Fresh Events. The Service is protected by copyright, trademark, and other laws of both Malaysia and foreign countries. The trademarks and trade-dress may not be used in connection with any product or service without the prior written consent of Fresh Events.

By submitting, posting or displaying any content, pictures, videos and other materials on the Service, including via third party platform such as Facebook, Twitter, YouTube, Instagram, Spotify, and Google+, you grant to us a worldwide, non-exclusive, royalty-free perpetual and irrevocable license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such content, pictures, videos and/or other materials in any and all media, advertising, marketing or other distribution methods whether now known or later developed. You agree to waive all right to any future compensation to which you may otherwise be entitled as a result of any use of these.

LINKS TO OTHER WEBSITES

Our Service may contain links to third party websites or services that are not owned or controlled by Fresh Events.

Fresh Events has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites or services. You further acknowledge and agree that Fresh Events shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such websites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third party websites or services that you visit.

TERMINATION

We may terminate or suspend your access immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

Upon termination, your right to use the Service will immediately cease.

LIMITATION OF LIABILITY

In no event shall Fresh Events, nor its directors, employees, partners, licensees, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

DISCLAIMER

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

Fresh Events, its directors, employees, partners, licensees, agents, suppliers, and its affiliates do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

GOVERNING LAW

These Terms shall be governed and construed in accordance with the laws of Malaysia, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service and supersede and replace any prior agreements we might have between us regarding the Service.

CHANGES

We reserve the right, at our sole discretion, to modify or replace these Terms at any time without any notice requirement or obligation to you.

By continuing to access or use the Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Service.

TICKET REFUND POLICY

The Music Run and / or the Parties do not offer refunds of Event entry fee(s) for successful Events. If the Event is postponed, you will automatically be registered for the new date. You will be emailed with the Event details. If the Event is cancelled for reasons beyond the reasonable control of the Parties, a Force Majeure Event, you will not be entitled to a refund of your Event entry fee or any part thereof. Notwithstanding the foregoing, the Event organiser may issue, at its sole discretion, a partial or full refund of your Event entry fee, by accounting for, among other considerations, the extent and nature of the cancellation. In all instances of a Force Majeure Event, the maximum remedy you may receive for any cancellation of any part of the Event, if any, will be a refund of the Event entry fee after the deduction of all reasonable costs and expenses already incurred by the Event organiser in preparation for the Event and / or in connection with the purchase and refund of the Event entry. A Force Majeure Event means any circumstance not within a Party's reasonable control including, without limitation: (a) acts of God, flood, drought, air pollution (haze), earthquake or other natural disaster; (b) epidemic or pandemic; (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (d) nuclear, chemical or biological contamination or sonic boom; (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition; (f) collapse of buildings, fire, explosion or accident; (g) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the Party seeking to rely on this clause, or companies in the same group as that Party); and (h) interruption or failure of utility service. In case the Event is cancelled for any other eventuality, the Event organiser may issue, at its sole discretion, a partial or full refund of your Event entry fee, by accounting for, among other considerations, the extent and nature of the cancellation. In all instances of Event cancellation, the maximum remedy you may receive for any cancellation of any part of the Event will be a refund of the Event entry fee after the deduction of all reasonable costs and expenses

already incurred by the Event organiser in preparation for the Event and / or in connection with the purchase and refund of the Event entry.

CONTACT US

If you have any questions about these Terms, please contact us: info@themusicrun.com

EFFECTIVE DATE

August 2022