

## **Terms & Conditions**

By accessing [midautumn.capitolsingapore.com](http://midautumn.capitolsingapore.com) ("Website"), you agree to be bound by these Terms and Conditions. The Website is provided solely for your personal use.

The Website is managed by Capitol Singapore (The Management) and all references in this Terms and Conditions refers to Capitol Retail Management Pte Ltd (as Trustee-Manager of Capitol Retail Trust) (UEN: 201017295N), a company incorporated in Singapore and having its registered office at 13 Stamford Road, #B2-56, Capitol Singapore, Singapore 178905.

### **1. Your Account**

- 1.1 You warrant that all information you provide is accurate and complete at all times.
- 1.2 By placing an order through the Website, you warrant that you are legally capable of entering binding contracts.
- 1.3 Any personal data that the Website gathers concerning you shall be used only in accordance with the Website's Privacy Policy.

### **2. Merchandise Availability**

- 2.1 All listed merchandises are subject to availability and we reserve the right to substitute merchandise of equivalent value without prior notice in the event the listed merchandise is sold out or unavailable.
- 2.2 In the event that a merchandise you have chosen becomes unavailable after you have confirmed your order, we will notify you via email. You may select an alternate merchandise of the same value to replace the unavailable merchandise. However, no refunds will be entertained.

### **3. Merchandise Information**

All images featured on the Website are for illustrative purposes only and may differ from the actual merchandise. You acknowledge and agree that the content on the website is provided on an "as-is" and "as available" basis, and that your use of or reliance upon the Website and any content, goods or merchandise accessed or obtained thereby is at your sole risk and discretion.

### **4. Order Policy**

- 4.1 You must follow the instructions on the Website as to how to make your order and for making changes to your prospective order before you submit it on the Website.
- 4.2 Once you select a merchandise that you wish to order, you will see the charges you will pay including GST, and delivery charges wherever applicable. All charges are shown in Singapore Dollars.
- 4.3 Full payment must be made at the time of ordering with your credit or debit card acceptable to us. You must be fully entitled to use that card and that there are sufficient funds or credit facilities to cover the cost of the merchandise. We reserve the right to validate your payment details before providing you with the merchandise.

- 4.4 We shall not be obliged to supply the merchandise to you until we have accepted your order. Your order is deemed acknowledged when you receive an Order Confirmation email from us. In that email, we may give you an order number and details of the merchandise you have ordered. We may in our discretion refuse to accept an order from you for any reason, including unavailability of supplies.
- 4.5 Persons placing any orders which includes alcoholic beverages from any Merchant must be at least eighteen (18) years old at the date of placing the order or such statutory age limit as may be prescribed by applicable law. By placing an order that includes alcoholic beverages, you confirm that you satisfy the statutory age limit. The Delivery Service Provider will have the right to refuse to deliver or provide any alcoholic product to any person who at the time of delivery or collection of takeaway (i) does not appear to satisfy the statutory age limit; (ii) cannot prove that he/she satisfies the statutory age limit; or (iii) is, or appears to be, under the influence of either alcohol or drugs at the time of delivery and in such an event you agree that we, the Delivery Service Provider and the Merchant shall not be liable to make any refund to you for payment already made by you.

## **5. Cancellation of Order**

- 5.1 We do not accept any cancellation or modification after the order has been accepted and confirmed.
- 5.2 Notwithstanding that the order has been accepted and confirmed, we reserve the right to cancel the order or any part thereof at any time without giving you any reasons. In the event of a cancellation, we will inform you via email and refund you accordingly without interest.

## **6. Fraud Protection Policy**

We reserve the right to refuse to process an order due to suspected fraud or unauthorised or illegal activity. If such is the case, we may reject your order. We also reserve the right to cancel any accounts or refuse to deliver to certain addresses due to suspected fraud or unauthorised or illegal activity.

## **7. Limits of Liability and Dispute Resolution**

- 7.1 We are not liable for any loss suffered by you or any third party arising from or in connection with your registration of, access to and use of the Website except where such loss is respectively attributable to our negligence or wilful default. Without prejudice to the foregoing, we will not be liable for any inconvenience, loss, cost, damage or injury suffered by you or any third party arising from or in connection with:
- (a) use of the Website by third parties, whether authorised or unauthorised by you;
  - (b) theft or loss of your device, hardware and/or equipment on which the Website is used;
  - (c) your device being rooted and/or jailbroken;
  - (d) your being deprived of the use of the Website;
  - (e) the acts, omissions, failure or negligence of any equipment or software providers, any service providers, any network providers (including but not limited to

- telecommunications providers, internet browser providers and internet access providers), or any agent or subcontractor of any of the foregoing; or
- (f) any act or omission by us in compliance with any applicable laws, including laws governing personal data protection, and any instructions and/or directions given by any local or foreign regulatory body, government agency, statutory board, ministry, departments, or other government bodies and/or its officials.

7.2 We shall not be responsible in any way for any direct, indirect, special or consequential, economic or other damages arising in any way from your entering into any transaction on the Website.

7.3 You agree that any complaints, claims, disputes or refunds in relation to goods and services provided by the Merchants on or through the Website shall be resolved between the Merchants and yourself. We are not liable in any way for any claim or dispute arising between yourself and any Merchant in relation to the Website. We are also not responsible for any benefits, discounts or programmes of any Merchant or for delivery of the goods or services provided by the Merchant. We make no representation as to the quality and provision of performance of any such goods or services. You acknowledge that we are not acting as agent for any Merchant.

## **8. Personal data**

When you submit your personal data (such as your name, email address, telephone numbers, business or residential address, and credit card numbers) on the Website and/or to any third party and/or Merchant(s), you also consent to the third party and/or Merchant disclosing your personal data to us, and us collecting, using and disclosing your personal data, for purposes connected with your order and ancillary purposes related thereto. Examples of such purposes include us contacting you to collect your order where we consolidate and distribute your order and the orders of others, or contacting you to collect your order where you fail to collect or fail to take delivery of your order from the Merchant or the delivery company, or to verify your identity as the person who placed the order.

For the avoidance of doubt, you agree that "we" and "us" includes our related entities and their direct and indirect subsidiaries, affiliates, associated companies.

## **9. Governing Law**

Your access and use of the Website shall be governed by Singapore law and you agree that the Singapore courts shall have exclusive jurisdiction over all disputes relating thereto.