

Terms and Conditions

We are committed to make your shopping experience as fuss-free and enjoyable as much as possible. These terms and conditions (the "T&Cs") apply to <https://www.marathonkuching.com/register/shop> (the "Site") and form the terms and conditions on which we supply products and services to you. Please read through the T&Cs prior to using the Site. Your use of the Site indicates that you have acknowledged, understood, and agree to adhere to the T&Cs.

Information About Us

We are KUCHING MARATHON. ("we", "us", "KM"), a company registered in MALAYSIA.

You can contact us by writing to us at kuchingmarathoneshop@gmail.com.

If we need to contact you for service-related matters, we will do so by telephone or by writing to you at the email address or postal address you have provided to us in your order. "Writing" or "written" in these T&Cs includes emails.

Accessing And Using The Site

As a condition of your access to and/or use of the Site, you warrant that:-

- all information supplied by you on the Site is accurate, current and complete;
- you are 18 years of age or older in order to access and/or use the Site; and
- you will not copy or distribute any part of the Site in any medium without KM's prior written authorization.

You shall be solely responsible for your access to and/or use of the Site and its materials herein. Where you create a user account and password, you must treat such information as confidential, and you must not disclose it to any third party. We reserve the right to disable any user account at any time, if in our opinion you have failed to comply with any of the provisions of these T&Cs.

Prohibited Activities

You agree and undertake not to:

1. Use the Site for illegal purposes or other than in conformance with the acceptable use policies of any connected computer networks, any applicable Internet standards and any other applicable laws;
2. Impersonate any person or entity or to falsely state or otherwise misrepresent your affiliation with any person or entity;
3. Attempt to gain unauthorized access to or otherwise interfere or disrupt other computer systems or networks connected to the Site, interfere with another's utilization and enjoyment of the Site, or use or upload, in any way, any software or material that contains, or which you have reason to suspect that contains, viruses, damaging components, malicious code or harmful components which may impair or corrupt the Site's data or damage or interfere with the operation of another customer's computer or mobile device or the Site; and
4. Post, promote or transmit through the Site any information, graphics, photographs, data and/or any other material that contains any computer virus or other invasive or damaging code, program or macro; infringes any third-party intellectual property or any other proprietary rights; is defamatory, libelous or threatening; is obscene, pornographic, indecent, counterfeited, fraudulent, stolen, harmful or otherwise illegal under any applicable law; and/or is or may be construed as offensive and/or otherwise objectionable, in our sole opinion.

Links To Third Party Sites

The Site may contain links to third party websites that are not affiliated with or owned, operated, or controlled by KM, including third party payment system providers. You acknowledge and agree that KM is not responsible for the content, privacy policies, or practices of such third party websites or the companies that own them. By using the Site, you expressly relieve KM from any and all liability arising from your access and use of any third party website.

We encourage you to review the terms and conditions and privacy policies of any third party websites before using them and disclosing your personal data to them.

Intellectual Property Rights

KM is the owner or the licensee of all intellectual property rights in and to the content on the Site, and in the material published on it. You may not copy, reproduce, modify, republish, upload, post, transmit, adapt, download, distribute or howsoever deal with any content or material from the Site in any form or by any means without KM's prior written permission, and you are solely responsible for obtaining such permission before dealing with any content or material that is available on the Site.

Warranties And Liability

The Site, its services and all information provided herein are provided on an "as is" and "as available" basis without warranties of any kind, either expressed or implied, other than those imposed by law, including but not limited to warranties of title or implied warranties of merchantability, satisfactory quality, fitness for a particular purpose or non-infringement. Without limiting the generality of the foregoing, we expressly disclaim any warranty, condition, guarantee, term or representation (i) as to the reliability, accuracy, completeness, and validity of any content or material on the Site; (ii) that the functions contained on the Site will be secure, uninterrupted or error-free; and (iii) that any defects will be corrected. Any and all such warranties, conditions, terms and representations are specifically excluded. We assume no responsibility for errors or omissions in the materials on the Site, including factual or other inaccuracies or typographical errors. You expressly agree that your use and/or access of the Site is at your sole risk. Without prejudice to the generality of the foregoing, we expressly disclaim any and all liability arising from:-

- life or wear of any product or that it will be suitable for any particular purpose or use under any specific conditions, notwithstanding that such purpose or conditions may be known or made known to KM;
- improper remedy of defective products, alteration of the products, unsuitable or improper use, willful damage, negligence, or other misuse of the products, as well as fair wear and tear, by you or any third party;
- third party claims, whether directly or indirectly caused by, or relating to, the content of our Site and the products purchased on or through our Site; and
- any warranties provided under these T&Cs if the total price for the product has not been paid in cleared funds by the due date for payment.

You further acknowledge and agree that your access and use of the Site is dependent on third party service providers such as internet, network, connectivity or other link providers. Your payment for any product purchased from the Site is processed by third party payment system providers and KM does not retain or process any such payment information. KM cannot guarantee the security of such third party payment system(s) or any payment data on the Site, KM is not responsible for any acts or omissions of any third parties and disclaims any and all liability in connection with the acts, omissions or defaults of such third parties. Without prejudice to the generality of the foregoing, KM is not responsible for the results of any credit inquiry, the availability or performance of the Internet, your connection to the Internet or the actions or inaction of any other person or entity, including any internet service provider. By using the Site, you expressly relieve KM from any and all liability in connection with the acts, omissions or defaults of such third parties.

1. To the extent permissible at law: We shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any Order;
2. Our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total sums paid by you for products under such Order.

Indemnities

You agree to indemnify us and hold us and our partners, affiliates, subsidiaries, advertising agencies, agents and their employees, officers, directors, and representatives harmless from any claims, losses, and damages, including reasonable attorneys' fees, arising out of:

1. Your access of, use of and/or participation in this Site;
2. Breaches of your obligations under these T&Cs;
3. Your violation of any rights of another person or entity; and/or
4. Your breach of any statutory requirement, duty or law.

Termination

We will determine in our sole discretion whether there has been a breach of these T&Cs through your use and/or access of the Site. When a breach of these T&Cs has occurred, we may take such action as we deem appropriate, including :-

- Immediate, temporary or permanent withdrawal of your right to use and/or access the Site;
- Issuing a warning to you;
- Commencing legal proceedings against you for loss resulting from your breach; and
- Disclosure to law enforcement authorities of such information as we reasonably deem necessary.

We exclude liability for any actions taken in response to breaches of these T&Cs. The responses described above are not exhaustive, and we may take any other action we reasonably deem appropriate.

Orders & Payments

You may place an order with us by completing and submitting the order form on the Site. You shall be responsible for ensuring the accuracy of all orders. All orders will be deemed to be irrevocable and unconditional upon transmission through the Site, and we shall be entitled, but not obliged, to process such order(s) without your further consent and any further reference or notice to you.

We reserve the right to accept or decline any and all orders received from or through the Site in our sole and absolute discretion. Our acceptance of your order will take place when a confirmation email is sent to your registered email address with us, at which point a contract will come into existence between you and us. Each fully-paid order accepted by us shall constitute a separate and individual contract governed by these T&Cs (an "Order"). We will assign an order number to your Order when we accept your Order. Please tell us the order number whenever you contact us about your Order.

If we are unable to process your order, we will inform you of this. This might be because the product is out of stock, because of unexpected limits on our resources for which we could not reasonably plan, because a credit reference we have obtained for you does not meet our minimum requirements, because we have identified an error in the price or description of the product, or because we are unable to meet a delivery deadline you have specified.

The price payable by you for the product shall be the price of the product listed for sale as stated on the Site at the time your order is transmitted to us through the Site, and any applicable taxes. All prices are subject to taxes, unless otherwise stated. We reserve the right to amend the price of any product at any time without giving any reason or prior notice. Please complete payment at the

moment your order was placed as all unpaid orders will be cancelled automatically after an hour. It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we deliver your order.

We accept all major credit cards and PayPal.

All products purchased are non-refundable or non-exchangeable, except for damaged / defective / wrong / missing items in your order. Therefore, please check your order carefully before making a payment and upon collection of your items.

If you have received a damaged / defective / wrong / missing item in your order, you can request for a replacement.

Please report the case to the staff at the respective booth right away.

In the event that the damaged / defective / wrong / missing item in your order is out of stock, we will refund the amount of the item that was out of stock. We will get in touch with you via email within 14 days after Event Day for refund instructions.