



ZOUKOUT 2018 TICKET PURCHASE INSTALMENT PLAN
TERMS & CONDITIONS

1. As a convenience, Zouk Event Pte Ltd (“Zouk”) is offering, you, its customer, on a limited basis, the option to first reserve and pay for a bundle of 4 tickets to ZoukOut 2018 (“**Bundle of 4 Promo**”) in instalment and over a fixed period of time as specified pursuant to the applicable terms and conditions as set out below (the “**Instalment Plan**”).
2. **Availability of The Instalment Plan.** This Instalment Plan will be made available from 24 July 2018 and the last day to purchase and/or enroll in the Instalment Plan shall be 18 September 2018.
3. **Eligibility Requirements.** In order to participate in the Instalment Plan, you warrant that you are 18 years of age or older. Registration for, and use of, the Instalment Plan shall be void where prohibited and participation in the Instalment Plan shall only be made available online. You may only participate in the Instalment Plan if you intend to first reserve, and later purchase your ZoukOut 2018 tickets using your credit and/or debit card via Zouk’s online ticketing system.

The Instalment Plan

4. Customer(s) who enroll in the Instalment Plan will be allowed to pay the promotional purchase price for a Bundle Of 4 Promo (i.e. **S\$592**) (the “**Purchase Price**”) over a period of 3 months (the “**Term**”).
5. The Purchase Price shall be inclusive of a booking fee of S\$3 per ticket that comprises the Bundle of 4 Promo.
6. The mechanics of the Instalment Plan shall be as follows:
 - a) On the date of purchase and enrolment in the Instalment Plan, the amount of S\$206 will be charged to you as the 1st instalment payment of the Instalment Plan;
 - b) For an illustration of the repayment of the Instalment Plan, please refer to the table below:

24 – 31 July 2018	1 – 14 August 2018	15 – 31 August 2018	1 – 18 September 2018	October 2018	November 2018
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Scenario 1	If 1 st Payment made from 24 – 31 July 2018	S\$206	-	-	S\$193 (payable on 10 September 2018)	S\$193 (payable on 10 October 2018)	-
Scenario 2	If 1 st Payment made from 1 – 14 August 2018		S\$206	-	S\$193 (payable on 10 September 2018)	S\$193 (payable on 10 October 2018)	-
Scenario 3	If 1 st Payment made from 15 – 31 August 2018			S\$206	-	S\$193 (payable on 10 October 2018)	S\$193 (payable on 10 November 2018)
Scenario 4	If 1 st Payment made from 1 – 18 September 2018				S\$206	S\$193 (payable on 10 October 2018)	S\$193 (payable on 10 November 2018)

- c) Your credit and/or debit card will not be charged for the full amount at the point of purchase and enrollment in the Instalment Plan. You will have to actively pay via the payment link sent to your registered e-mail by Zouk on a monthly basis;
 - d) Zouk will send you subsequent monthly payment reminders and secure payment links to facilitate your payment of each;
 - e) A payment receipt will be issued to you upon Zouk’s receipt of each instalment payment made by you.
7. You acknowledge and agree that, until **ALL** payments required are made in accordance with the terms and conditions set forth herein. Your participation in the Instalment Plan operates only as a ticket reservation and not as an actual ticket purchase. During the term of the Instalment Plan, your ticket order will be reserved until final payment is made, and only at such time, shall the ZoukOut 2018 tickets for the Bundle of 4 Promo be deemed to have been officially purchased and shall then be sent to you.
8. **Transaction Information.** All sales are final and non-transferable, ineligible for refunds and not redeemable for cash.
9. **Late or Incomplete Payments.** Any late and/or incomplete payments shall result in the ZoukOut 2018 tickets purchased being void and ineligible for any refunds.
10. **Right to Amend.** Zouk reserves the right to amend any part of these Terms & Conditions. All amendments (if any) shall be posted on the ZoukOut 2018 website (www.zoukout.com) and shall take effect from the date that they are so posted.
11. **Personal Data Protection.** Zouk will comply with all applicable privacy and personal data protection laws and regulations including the Singapore Personal Data Protection Act 2012. You may be required to Zouk personal data (as defined in the Personal Data Protection Act



201) of third (including but not limited to Zouk's employees) as part of and/or for the performance of this Agreement. Zouk represents and warrants that it has and will comply with any applicable laws to provide notices to or obtain consents from any such individuals to allow sharing of their personal data with Zouk and/or its employees or agents to facilitate the performance of this Agreement and any other ancillary matters related to the performance of this Agreement, including but not limited to the disclosing of their personal data to any other third parties strictly on a need to know basis. The personal data provided by you pursuant to this Agreement will be used and processed in accordance with the Zouk's privacy policy (which can be found at: <http://zoukclub.com/information/privacy-policy/>).

12. **Data Provided To Third-Party Sites.** Zouk's services, including the Instalment Plan, may contain links to web sites of third-parties. By virtue of your participation the Instalment Plan, you may be directed to a third-party website(s) including without limitation, websites controlled and operated by independent ticket processors, merchant or on-line payment processors and administrators, or fraud detection, monitoring and management service providers ("**Third-Party Processors**"), among others, and you acknowledge that such Third-Party Processors' sites are not under the direct or indirect control of Zouk and that Zouk is not, and shall not be, held responsible for the handling or processing of any information obtained from or provided by you to such Third-Party Processors or for any changes or updates to such Third-Party Processors' Terms and Conditions or to their websites. You additionally acknowledge and agree that all Third-Party Processors may subject you to additional terms and conditions in addition to those set forth in this Agreement. Although Zouk and its Third-Party Processors may occasionally use various ways of verifying information that you have provided, you nonetheless agree that Zouk and its Third-Party Processors shall have no liability to you arising from any incorrectly verified information as verified by us, or any Third-Party Processor. You further agree that Zouk will not be responsible or liable for any loss or damage whatsoever incurred by you as a result of any such dealings with Third Party Processors.
13. **Limitation of Damages.** In no event shall Zouk be liable for any incidental, special, consequential or indirect damages arising out of or relating to the use or inability to use the services provided on ZoukOut's ticketing site and/or third-party processor, even if Zouk knows or has been advised of the possibility of such damages.
14. **Indemnification.** You agree to indemnify, defend, covenant not to sue, and hold harmless Zouk and each of its officers, directors, employees, principals, agents and related third-parties, for any losses, costs, liabilities and expenses (including reasonable legal fees) directly or indirectly relating to or arising from any claim regarding: (i) your use or inability to use the Instalment Plan, the ZoukOut website or its services; (ii) Zouk's discontinuation of the Instalment Plan service; (iii) your violation of any terms or conditions of this agreement or your default of any or all of the payment terms associated with the Instalment Plan; or (iv) your violation of any applicable laws, rules or regulations unless caused solely by Zouk's gross negligence or willful misconduct. Notwithstanding the foregoing, Zouk further reserves the sole and exclusive right to assume the exclusive defence and control of any matter



otherwise subject to indemnification by you, and you shall fully cooperate with Zouk in asserting any available defences.

15. **Entire Agreement.** This Agreement constitutes the entire agreement and supersedes all other prior agreements whether written or oral between the parties in respect of the subject matter hereof.
16. **Governing Law.** This Agreement shall be governed by the laws of Singapore.
17. **Dispute Resolution.** Any dispute arising out of or in connection with this agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“**SIAC Rules**”) for the time being in force, which rules are deemed to be incorporated by reference in this clause. The Arbitral Tribunal shall comprise of one arbitrator to be appointed by the Chairman of the SIAC. The language of the arbitration shall be English.
18. **Headings.** The section titles in this Agreement are for convenience only and have no legal and/or contractual effect.

ACKNOWLEDGEMENT AND CONSENT

- I acknowledge that I have read, understood and consent to the above Terms & Conditions as set out in the ZoukOut 2018 Ticket Purchase Instalment Plan.