

The LandMark 81 Food Hall Card Terms & Conditions

Customer Advisory

“Select Group Private Limited, the holder of the LandMark 81 Food Hall stored value facility (“LandMark 81 Food Hall Card”), does not require the approval of the Monetary Authority of Singapore. Consumers (“Users”) are advised to read the Terms and Conditions carefully.”

“The usage of this LandMark 81 Food Hall Card is governed by the Select Group Private Limited Terms and Conditions, a copy of which is available at www.universal-dining.com.sg.”

1. **Definitions**

1.1 The following terms are defined as follows:

"LandMark 81 Food Hall Card"	Prepaid stored value facility issued by Select Group Private Limited for payment of food and services in LandMark 81 Food Hall at LandMark 81, Vietnam only.
"Cashier Counter"	Points manned by Select Group Private Limited staff to facilitate the top-up of and / or refund of LandMark 81 Food Hall Card and provision of other services as may from time to time be determined by Select Group Private Limited’s sole discretion.
"Service Charge"	A non-refundable Service Charge is paid by the User for the issuance of the LandMark 81 Food Hall Card in such amount as may from time to time be determined by Select Group Private Limited.
"Payment System"	The computerized system operated by Select Group Private Limited whereby, inter alia, payment for or transaction of Select Group Private Limited products may be effected by the User using the LandMark 81 Food Hall Card.
"Products"	Food, drinks, foodstuff, edible products or any other products from time to time made available at LandMark 81 Food Hall.
"Stored Value"	The monetary value paid for and stored in a LandMark 81 Food Hall Card or the residual value remaining therein from time to time, which may be used by the User for the payment for or transaction of LandMark 81 Food Hall Card Services.
"User"	Any person using a LandMark 81 Food Hall Card to effect transactions for products at LandMark 81 Food Hall (excluding persons who are appointed or authorized to sell

the LandMark 81 Food Hall Card, effect top-ups or refunds, or replace the LandMark 81 Food Hall Card).

1.2 Words importing the singular include the plural and vice versa and, words importing a gender include every gender. References herein to Clauses shall mean the clauses of these Terms and Conditions.

2. **Relationship**

2.1 The LandMark 81 Food Hall Card is issued by Select Group Private Limited for use at LandMark 81 Food Hall at LandMark 81, Vietnam only. Its Terms and Conditions shall bind every User. Select Group Private Limited shall only be liable to the User in respect of the Stored Value without any interest accruing.

3. **Issuance and Validity of the LandMark 81 Food Hall Card**

3.1 The issuance of the LandMark 81 Food Hall Card is subjected to the payment of the Service Charge and such other fees or charges, if any, as may be imposed from time to time by Select Group Private Limited and to these Terms and Conditions. The purchase of the LandMark 81 Food Hall Card or subsequent use thereof by the User shall be deemed to be accepted by the User of these Terms and Conditions.

3.2 All LandMark 81 Food Hall Cards are valid for a period of 2 year (730 calendar days) from the date of purchase (the "Validity Period"). Upon expiry, any remaining value stored in the LandMark 81 Food Hall Card will be deemed invalid.

3.3 Select Group Private Limited may at their sole discretion from time to time vary the Validity Period for the LandMark 81 Food Hall Card.

4. **LandMark 81 Food Hall Transactions and Stored Value**

4.1 LandMark 81 Food Hall Card are available for sale and top up value in no minimum value, with a maximum value of \$100 per transaction. Payment can be made by Cash only.

4.2 The LandMark 81 Food Hall Card shall be used as the only means of payment or transaction of products at LandMark 81 Food Hall. During such payment or transaction, the Stored Value in the LandMark 81 Food Hall Card shall be reduced by the payment or transaction amount. The Stored Value shall also be reduced by deductions made hereunder.

4.5 All LandMark 81 Food Hall Card can be topped up at the LandMark 81 Food Hall Card Cashier Counter and Top-up Machines only.

4.6 Notwithstanding the aforesaid, Select Group Private Limited may reject the use of the LandMark 81 Food Hall Card for effecting payment for transaction of LandMark 81 Food Hall services if:

- 4.6.1 the LandMark 81 Food Hall Card is reasonably suspected to have been fraudulently issued, stolen or tampered with;
 - 4.6.2 the Stored Value of the LandMark 81 Food Hall Card is insufficient or has been exhausted; or
 - 4.6.3 there is any breakdown in the LandMark 81 Food Hall Card Payment System or part thereof which disables Select Group Private Limited from accepting or processing the LandMark 81 Food Hall Card as a means of effecting payment or transaction.
- 4.7 Select Group Private Limited shall not be liable for any defects in the products or services purchased on its premises or for any other disputes concerning the said products or services.
- 4.8 Select Group Private Limited shall from time to time introduce promotions, discounts and membership offers to the User, all of which will be at its sole discretion.
5. **Care and Use of the LandMark 81 Food Hall Card; Loss or Theft of the LandMark 81 Food Hall Card**
- 5.1 The User shall:
- 5.1.1 exercise all due care and diligence in the custody, care and use of the LandMark 81 Food Hall Card;
 - 5.1.2 not tamper or allow anyone to tamper with the LandMark 81 Food Hall Card;
 - 5.1.3 not permit the LandMark 81 Food Hall Card to be used in any unauthorized manner;
 - 5.1.4 not intentionally deface or damage the LandMark 81 Food Hall Card;
 - 5.1.5 not affix, print or attach anything or matter onto the LandMark 81 Food Hall Card or otherwise alter, remove or replace any notice, logo or design on the LandMark 81 Food Hall Card;
 - 5.1.6 not use or attempt to use the LandMark 81 Food Hall Card through any electronic terminal that is malfunctioning or has broken down.
- 5.2 Any attempt to affix, print or attach anything or matter onto the LandMark 81 Food Hall Card or otherwise alter, remove or replace any notice, logo or design on the LandMark 81 Food Hall

Card will result in damages that Select Group Private Limited may seek against the User.

- 5.3 If the LandMark 81 Food Hall Card is willfully damaged, lost or stolen or if the User is in breach of Clause 5.1 hereof, the User shall not be entitled to any refund whatsoever but Select Group Private Limited shall be entitled to deduct the Stored Value for transactions effected through the damaged, lost or stolen LandMark 81 Food Hall Card.

6. **Damaged LandMark 81 Food Hall Cards**

- 6.1 If, in the opinion of Select Group Private Limited, that the User's LandMark 81 Food Hall Card is damaged or becomes defective on account of normal wear and tear or otherwise through no fault of the User, the User shall be entitled to seek a refund of the Stored Value pursuant to and in accordance with Clause 8 hereof.
- 6.2 Subject to paragraph 6.1, Select Group Private Limited reserves the right to deal with and to take such course of action as it may think appropriate with respect to damaged LandMark 81 Food Hall Cards including but not limited to, replacement of damaged LandMark 81 Food Hall Card; withholding any refund of the Stored Value thereof (if determinable) or otherwise.

7. **Return and Retention of the LandMark 81 Food Hall Card**

- 7.1 The LandMark 81 Food Hall Card remains the property of Select Group Private Limited and shall be promptly returned to Select Group Private Limited or LandMark 81 Food Hall upon request by Select Group Private Limited, subject always to the User's right to a refund of the Stored Value of the LandMark 81 Food Hall Card in accordance with these Terms and Conditions in particular to Clause 8 hereof.
- 7.2 Select Group Private Limited shall be entitled without assigning any reason therefore to retain at LandMark 81 Food Hall any LandMark 81 Food Hall Card, which is reasonably suspected to have been fraudulently issued, stolen or tampered with.

8. **Refunds**

- 8.1 Subject to these Terms and Conditions, Select Group Private Limited shall be fully liable to the User for the Stored Value of the LandMark 81 Food Hall Card and the User shall, subject to these Terms and Conditions, have recourse to Select Group Private Limited for the refund of the Stored Value.
- 8.2 A full refund of any remaining Stored Value in all LandMark 81 Food Hall Cards can be obtained at any LandMark 81 Food Hall Card Cashier Counter during operation hours, provided such claim is made during the Validity Period of the LandMark 81 Food Hall Card.
- 8.3 Where no top up has been made to the LandMark 81 Food Hall Card for duration of 1 year or more, the LandMark 81 Food Hall Card shall no longer be valid for further renewal, top up and / or use. The User will not be entitled to claim the refund of the remaining value on such LandMark 81 Food Hall Card.

8.4 The refund of the Stored Value shall be made in accordance with such procedural or operational requirements as Select Group Private Limited may from time to time prescribe and failure by the User to observe or comply with such procedural or operational requirements may result in delay in processing any refund.

8.5 The User may effect the refund of the Stored Value at the LandMark 81 Food Hall Card Counter, during operation hours, in which event the LandMark 81 Food Hall Card in question will be retained by Select Group Private Limited after the refund has been completed.

9. **Determination of Value**

9.1 For the purpose of determining the Stored Value of the LandMark 81 Food Hall Card, in the event of a refund the value as determined by the LandMark 81 Food Hall Card Cashier Counter from either the value recorded in the LandMark 81 Food Hall Card or Select Group Private Limited's central records shall, save for manifest error, be deemed conclusive and binding against the User.

10. **Disclaimers and Exemptions**

10.1 Notwithstanding anything to the contrary contained herein, Select Group Private Limited, its respective officers, employees, contractors and / or agents shall not be liable in any way to the User for any losses (including any indirect, special or consequential losses), damages, expenses, claims, liabilities and costs (including cost on a solicitor and client basis) that the User may incur or suffer in connection with or arising from:

10.1.1 the issue or use of the LandMark 81 Food Hall Card;

10.1.2 any delay, suspension, discontinuance or failure in the issuance of the LandMark 81 Food Hall Card;

10.1.3 any delay or suspension in the refund of the LandMark 81 Food Hall Card;

10.1.4 any period when the processing of the use of the LandMark 81 Food Hall Card for payment is unavailable due to any disruption, defect, damage, breakdown in or failure (collectively "malfunction") of the LandMark 81 Food Hall Card, the Payment System (including any data processing system, the network system or its associated equipment) whether or not due to anything beyond the control of any party or of their respective officers, employees, contractors or agents;

10.1.5 any delay or any inability to use the LandMark 81 Food Hall Card for any reason whatsoever, including the unavailability

due to the malfunction of LandMark 81 Food Hall Card Payment System or damage to or defect in the LandMark 81 Food Hall Card;

- 10.1.6 the LandMark 81 Food Hall Card being rejected by the LandMark 81 Food Hall Card Cashier Counter for whatever reason;
- 10.1.7 any inability to retrieve any data or information on the LandMark 81 Food Hall Card; and / or
- 10.1.8 any delay or inability to perform any of its obligations due directly or indirectly to the malfunction of any machine or communication system, industrial dispute, war, Act of God, or anything outside the control of any party or of their respective officers, employees, contractors or agents;

provided that the same is not caused by the gross negligence or willful default of Select Group Private Limited or any of its respective officers.

11. **Indemnity**

- 11.1 The User shall indemnify and hold harmless Select Group Private Limited in respect of any and all damages, losses, costs (including costs on a full indemnity basis) and expenses suffered or incurred by Select Group Private Limited or any third party by reason of any breach or non-compliance by the User of these Terms and Conditions or by Select Group Private Limited enforcing any of these Terms and Conditions or preventing any breach thereof.

12. **Variation**

- 12.1 In purchasing the LandMark 81 Food Hall Card, the User is deemed to have consented to Select Group Private Limited's Terms and Conditions and any variations that Select Group Private Limited may from time to time implement.
- 12.2 Select Group Private Limited reserves the right to add to, delete from, vary or otherwise amend all or any of these Terms and Conditions at any time by publication thereof at appropriate locations at LandMark 81 Food Hall, and/or Card Cashier Counters or such other premises as may be determined by Select Group Private Limited. The User's continued use of the LandMark 81 Food Hall Card after the date of such notification shall be deemed to be the User's acceptance of such revised Terms and Conditions.

13. **Governing Law**

- 13.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of Singapore. Each of the parties mentioned herein hereby irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Courts of Singapore for all purposes in relation to these Terms and Conditions.

13.2 These Terms and Conditions may be translated into other languages but in the event of any inconsistency or uncertainty arising there from, this English version shall prevail over any other version.

14. **Contracts (Rights of Third Parties) Act (CAP.53B)**

15. **Trademarks**

15.1 The LandMark 81 Food Hall logo is a registered Trademark of Select Group Private Limited.