MARTELL MALAYSIA - MARTELL NOBLIGE SWIFT FESTIVAL 2025

Schedule to Terms & Conditions

Organiser	Pernod Ricard Malaysia
Event	Martell Noblige Swift Festival 2025
Event Date & Time	15 th Feb 2025 4PM – 12AM
Venue	The Landing at KL Base Royal Malaysian Air Force Base, 57100 Kuala Lumpur, Federal Territory of Kuala Lumpur
Eligibility	Strictly open to non-Muslims aged 21 years old and above only
Participating Product(s)	Martell Cognac – VSOP, Noblige, Cordon Bleu & XO
Participation Requirement	General Access: on a first-come, first-served basis
	Swift Access: for every purchase of the Participating Product at Pernod Ricard Official Store at Lazada and Shopee, Guests are entitled to Gift With Purchase: - Two (2) entries for every one (1) bottle (700ml) - Five (5) entries for every two (2) bottles (700ml) - Eight (8) entries for every three (3) bottle (700ml) - Fifteen (15) entries for every five (5) bottles (700ml) Submission of Entry: - Registration will be done through the microsite which can be accessed at https://swiftnights.martell.com/festival/ - Registration period will be during 16th Jan – 15th Feb 2025, while registrations last

1.0 Entry

- 1.1 Entrance to the Event is open to guests who have registered and received their QR Code to Martell Noblige Swift Festival ("Guests"). Guests will not be required to purchase any entrance tickets in order to attend this Event.
- 1.2 The Organiser reserves the right to cancel any additional QR Code which has been issued to the same individual. Any QR Code holder seeking to use such QR Code may be refused admission to and/or removed from the venue without any compensation or refund.
- 1.3 QR Code for the Event are based on a first-come-first served basis, not exchangeable for cash, non-transferable, and shall be valid only during the Event.
- 1.4 The resale or use of QR Code by third parties in connection with other offers and promotion of QR Code without the prior authorization or written consent of the Organiser is prohibited.
- 1.5 The Organiser reserves the right to cancel any QR Code that have been resold or used by third parties in connection with other promotions, without a refund and the bearer of the QR Code may be refused admission.
- Guests will need to redeem their wristbands at the registration counter during the Event in order to gain entry to the Event and by providing:
 - OR Code in print or digital form.
 - A copy of your valid Identity Card or Passport matching the name on the QR Code.
- 1.7 The Organiser reserves the right to request the Participants' original Identity Card or other supporting documents for verification purposes and shall have absolute discretion to determine the eligibility of any Guests to take part in the Event.
- 1.8 Entry to the venue requires a valid wristband at all times. Attendees without wristbands will be asked to leave to ensure the safety and enjoyment of all participants.
- 1.9 Lost or damaged wristbands will not be replaced.

- 1.10 The Organiser may refuse entry to and/or remove Guests with wristbands that are not genuine, purchased or acquired from unauthorised agents, or damaged.
- 1.11 Each General Access (GA) wristband admits one (1) Guest. This GA wristband allows entry to GA areas within the event space.
- 1.12 Each Swift Access (SA) wristband admits one (1) Guest. This SA wristband allows entry to both GA and SA areas within the event space.
- 1.13 Guests agree to submit to age checks, and bag and body checks by authorised personnel where necessary. In the event that an individual refuses to adhere to said checks, he/she may be denied entry.
- 1.14 Due to space limitations as well as health and safety reasons, entry to the Event grounds are on a first-come-first-served basis only.
- 1.15 Anyone found to be Muslim or below the age of 21 years old on the date of the Event, will be denied entry.
- 1.16 The consumption and sale of alcoholic beverages are strictly for non-Muslims aged 21 years old and above only.
- 1.17 Drugs, weapons and/or any items deemed dangerous or illegal by the Organizers are strictly prohibited. The Organizer shall have absolute discretion as to whether such items are deemed dangerous or illegal and shall be entitled to deny entry or remove any individual from the Event who are intoxicated, or suspected of using, possessing or distributing illegal drugs or who are in possession of any illegal or dangerous items or weapons.
- 1.18 Food and drinks purchased outside the Event premises and smoking are prohibited in the venue.
- 1.19 It is the responsibility of the Guests to advise vendors of any food or drink allergies they may have. The Organisers and its business partners and/or agencies, will not be liable for the adverse reactions to food or drinks consumed, or items one may come in contact with while eating or drinking.
- 1.20 The Organiser reserves the right to refuse admission to any Guests found to be violating the above Terms and Conditions. This includes Guests who are deemed to be displaying disorderly conduct or behaviour, causing damage to the venue, infrastructure or harm to the general public within the premises of the venue.

2.0 General

- 2.1 By registering for this Event, Guests shall be deemed to have accepted the Terms and Conditions and agreed to be bound by it.
- 2.2 The Organiser reserves the right to vary, delete or add to any of these Terms and Conditions without prior notice.
- 2.3 Participants shall ensure that any personal details submitted are true, complete and up to date. Should a Participant's details change at any time during the Event period, it shall be the Participant's responsibility to notify the Organiser.
- 2.4 The Organiser's decision on all matters relating to the Event shall be final and conclusive, no further appeal or correspondences shall be entertained.
- 2.5 The Organiser reserves the right to withdraw, replace, add, or substitute any artists/performers and/or vary advertised programs, event times, location, seating arrangements, layout, and/or audience capacity without prior notice.
- 2.6 The Organiser shall not be held liable for any postponement and/or cancellation of any form of the content of the Event due to unforeseen circumstances that are beyond the control of the Organiser and/or its affiliated business partners and/or agencies.
- 2.7 The Organiser reserves the right to reschedule, terminate or suspend the Event without any prior notice. Any rescheduling, termination or suspension by the Organiser shall not entitle the Guests to any claim or compensation against the Organiser, its agent and employees for any and/or damages suffered by or incurred by the Guests resulting from the rescheduling, termination or suspension thereof.
- 2.8 The Organiser excludes its liabilities and responsibilities arising from any postponement, cancellation, delay or changes or modification to the Event as a result of any unforeseen circumstances beyond the Organiser's control including but not limited to governmental interference, act of God, civil commotion, riot, war, strikes, national emergencies, act of terrorism and any act or default by any third-party suppliers or vendors. The Organiser shall also not be liable due to any cancellation of the Event due to a failure to obtain any

- applicable license or approvals or due to any safety concerns which are not due to the direct fault or gross negligence of the Organiser. In addition, the Organiser shall not be liable to refund for any bottle purchases made in relation to the Event in the event of any cancellation of the Event.
- 2.9 The Organiser excludes its liabilities and responsibilities arising from the inability of the Guest to attend the Event. In addition, the Organiser shall not be liable to refund for any bottle purchases made in relation to the Event.
- 2.10 All cost and expenses incurred and/or arising from the Guest's participation in this Event including but not limited to telecommunications, network, Short Messaging Services (SMS), postal, transport and/or out of pocket expenses incurred in relation to this Event shall be borne solely by the Guests.
- 2.11 The Organiser is not responsible for any error, omission, interruption, deletion, defect, delay, failure in operation or transmission, communications line failure, theft or destruction, unauthorized access to, or alteration of, user or member communications, or any problems or technical malfunction of any telephone network or lines, the website, computer online systems, servers or providers, computer equipment, system, apparatus, software, failure of e-mail or receipt of entry on account of technical problems or traffic congestion on the internet and/or telecommunication services which may affect the Guest's participation in the Event.
- 2.12 By participating in this Event, each Guest consents to the use of the Guest's name, images, video footage, voices and/or likeness by the Organiser for editorial, advertising, promotional, marketing and/or other purposes, without further compensation, in any media for an unlimited period of time, except where prohibited by law.
- 2.13 The Organiser shall not be liable for any misinterpretation in respect of the Event offered and published in any mass media, marketing or advertising materials. To the fullest extent permitted by law, the Organiser makes no representations and/or warranties with respect to the Event. In the event of any discrepancies between such marketing or advertising materials and this Terms & Conditions, these Terms & Conditions shall prevail.
- 2.14 Any names, trademarks or logos used and or reproduced in any materials (including marketing and promotional materials) in connection with this Event, are the properties of their respective owners. This Event and the Organiser are not affiliated with, or endorsed or sponsored by, the relevant owners, unless otherwise communicated, and such owners are not part of the Organiser's group of companies.
- 2.15 The Organiser shall be entitled to assign or sub-license the whole or any part of its right herein to any third party as may be determined by the Organiser.
- 2.16 The invalidity, illegality or unenforceability of any terms hereunder shall not affect or impair the continuation in force of the remainder of the Terms and Conditions.
- 2.17 The main language of the Terms and Conditions shall be in the English language. Any translation to any language other than English shall be for reference only. Should there be any discrepancies between the English Terms and Conditions and the translated version, the English version shall prevail.
- 2.18 The Terms and Conditions shall be construed and governed in accordance to the laws of Malaysia.

3.0 Waiver of Liability and Indemnity

- 3.1 Guest voluntarily assumes all risks and dangers incidental to the Event, whether occurring prior to, during, or subsequent to the actual Event, including but not limited to any death, personal injury, loss, damage, or liability. The following clause is subject to any liability which cannot be legally excluded by the Organiser under the law.
- 3.2 Each Guest agrees to indemnify, release and hold harmless the Organiser, its holding, subsidiary or related companies, directors, officers, employees, agents and/or representatives against any and/or all losses, rights, claims, actions and damages (including special, indirect and consequential damages) arising from or incurred as a result of the Guest's participation in the Event, and/or the use of the Guest's entry and/or likeness in connection with the Event.

4.0 Privacy Notice

4.1 By participating, the Guest explicitly consents that the Organiser and/or its appointed agency shall be entitled to collect, use and store the necessary personal data of the Guest. The Guest also consents to receiving any marketing or promotional notifications or materials from the Organiser. The Guest is free to revoke his or her consent to the use and storage of personal data by sending an email to the Organiser and by doing so, the Guest acknowledges that this may be deemed a withdrawal by the Guest of his or her participation in this Event. The Organiser will use its best endeavours to keep all personal data stored for the purpose of this Event strictly confidential and in compliance with all data privacy laws.

Privacy Policy Final Privacy and Cookie Policy

-END OF STANDARD TERMS AND CONDITIONS-