

Terms & Conditions

The pre-wedding photography packages, a joint promotion by Stories Lifestyle PLT ("**Stories**"), the photography specialist and Genting Malaysia Berhad ("**GENM**"), the owner and operator of the integrated resort, Resorts World Genting.

1. Offering of the Pre-Wedding photography session at scenic highlands ("**Photography Location**") located at Genting SkyWorlds Theme Park or Resorts World Awana together with the selection of optional/additional item(s) as set out in the booking slip ("**Booking Slip**") or the confirmation slip ("**Confirmation Slip**") (collectively the Packages and optional/additional items be known as ("**Products**") is valid until 30 June 2023 or such other dates that may be determined by Stories and GENM.
2. You shall be deemed to have read, understood, agreed and accepted these Terms and Conditions upon your booking ("**Booking**") of any Products.
3. Purchase Price for the Products ("**Purchase Price**") shall be the rates that are published at the time of purchase/booking.
4. Full payment of the Purchase Price must be made upon confirmation of the purchase via online.
5. Save and except of genuine mistake, upon issuance of the Booking Slip or Confirmation Slip, all details and particulars set out in therein is not variable or amendable.
6. Balance of the Purchase Price ("**Balance Purchase Price**") shall be paid on or before the date ("**Full Settlement Date**") set on the Booking Slip.
7. The Booking and/or purchase is not transferable or assignable.
8. The Booking Fee is not refundable and shall be forfeited if you fail, neglect or refuse to pay the Balance Purchase Price on or before the Full Settlement Date.
9. Utilisation of the Products is subject to full payment of the Purchase Price and must be utilised within 6 months from the date of Booking or 30 September 2023, whichever is earlier (the "**Expiry Date**").

10. Payment of the Booking Fee and Balance Purchase Price shall be apportioned and paid in favour of Stories and GENM respectively as set out below:

10.1	Value for the photography session, 100 edited, high-resolution digital images, 1 slideshow montage and if applicable, optional items to be provided by Stories	Payable to Stories
10.2	Value for the right to enter the relevant Photography Location, hotel accommodation, meal(s) and if applicable, optional items to be provided by GENM	Payable to GENM

11. All prices are quoted in Ringgit Malaysia and inclusive of service tax at the prevailing rate, whenever applicable.

12. Utilisation of the Products selected shall be subject to the following conditions:

- 12.1 reservation for the photography session, right to enter the Photography Location, hotel accommodation and meal(s) shall be utilised at the same time;
- 12.2 there will be no refund or discount for failure to enjoy or utilise any one or more of the items covered under the Purchase Price prior to the Expiry Date;
- 12.3 request for reservation or appointment of the photography session and hotel accommodation shall be made at least 4 weeks in advance via the following emails: (a) hello@stories.my and (b) meetings-events@rwgenting.com respectively.
- 12.4 confirmation for the date and time of the photography session and applicable hotel accommodation is subject to written confirmation by Stories and/or GENM ("**Reservation Confirmation**"). You shall contact Stories and/or GENM if you have not received any confirmation on the Photography Slot after two (2) days from the date of your request.
- 12.5 rescheduling of the Reservation Confirmation is allowed for ONE (1) time only with prior notice of not less than 14 days before the date of the

Reservation Confirmation and the new date must be a date before the Expiry Date.

- 12.6 You shall always comply and observe the applicable rules and regulations in utilisation and enjoyment of the Products, including without limitation the rules and regulations governing the Photography Location.
- 12.7 For the purpose of ensuring smooth operation of these areas and privacy its other customers, GENM shall have the sole and absolute discretion to limit and allocate such areas of the Photography Locations as designated areas for the photography session and you shall not unduly disrupt the other customers' activities and experiences at the Photography Locations. No areas at are allowed to be cordoned off for the photography session.
- 12.8 Nudity and pornography photoshoot styles are strictly not allowed for the pre-wedding photography packages.
- 12.9 Utilisation of the Products is only limited to the bridal couple. Pet(s), family members, friends and children are strictly not allowed.
- 12.10 All final edited high-resolution images totaling up to 100 images will be delivered in digital softcopy format within four (4) weeks from the date of the photography session, unless otherwise agreed by the parties.
- 12.11 Any images or copies of images whether stored digitally or otherwise and on any computer programme (including any source or object code, or printed documentation relating to such images including the negatives/ RAW files) shall remain the joint property of GENM and Stories. Upon your placement of the Booking or purchase of the Products, you have granted your consent and agreement and also you have obtained the requisite consent and agreement of your partner to allow Stories and GENM the permission to use, process, display, distribute and/or publish your and your partner's names, images, videos, films and photographs that may be taken by Stories and/or GENM during your utilisation and enjoyment of the Products (collectively "**Images**") in such manners now known or later developed (including but not limited website, social media platforms) and for such purposes as Stories and/or GENM may deem fit (including for promotion and marketing purposes) is granted. The aforesaid consents

shall be given in perpetuity and prior approval is not required for the usage of the Images by either Stories or GENM.

13. **Force Majeure**

13.1 In the event GENM and/or Stories is prevented in performing its obligations due to it being wound up or dissolved, due to illness, inevitable accident, acts of god, floods, storms, contagious disease, pandemic, unforeseen events from whatever cause arising, acts of government or compliance with any order, direction, order or request of the Government of Malaysia (collectively the “**Force Majeure Event**”) or any other cause beyond the control of either Stories and/or GENM:

- (a) If applicable, the Expiry Date will accordingly be extended in accordance with the period of the relevant Force Majeure Event whereupon any reference to the “Expiry Date” herein shall be referring to the extended date.
- (b) Stories and GENM will try to reschedule the date of the Reservation Confirmation to a date acceptable by you, whose consent shall not be unreasonably withheld. Failing which, Stories and GENM will treat the purchase of the Products as cancelled whereupon Stories and GENM shall respectively refund the payment received to you within 60 days from the date of cancellation.
- (c) Whenever applicable, Stories will try to procure a replacement professional photographer on the date of the Reservation Confirmation. for the photography services. Failing which, it is deemed the purchase for the photography session and subsequent services is cancelled whereupon Stories shall refund its portion of the payment for photography services to the customer within sixty (60) days of cancellation. There will be no refund by GENM if you have enjoyed or utilised all or part(s) of the services to be provided by GENM or if you decide to continue with the purchase.

13.2 Neither GENM and/or Stories shall be liable for any costs, expenses or damages that may be incurred or suffered (regardless whether expected or not) as a result of cancellation arising under paragraph 13, either directly or indirectly. If you are unable to utilise or enjoy the Products on

the date set in the Reservation Confirmation due to any of the Force Majeure Event or event beyond your control, you may reschedule the Reservation Confirmation to a date before the Expiry Date upon presentation of supporting documents that may be reasonably required by Stories and/or GENM.

14. GENM shall without cause by giving you a written notice of not less than fourteen (14) days prior to the date specified in the Reservation Confirmation of its intention of not to continue. In such event, Stories and GENM shall respectively refund the amount received to you within [14] days from the date of termination and Paragraph 13.2 shall be applicable.

15. Utilisation and enjoyment of the Products is at your own risk. Stories, GENM and GENM's subsidiaries, holding and related companies, their respective directors, officers, employees, contractors and/or workers (collectively "**Personnel**") shall not at any time be liable for any claims, demands, damages, liabilities, losses, compensation, actions, costs and/or expenses that may be suffered by you (whether directly/indirectly) arising from or in connection to the utilisation and enjoyment of the Products; including but not limited to property damage, personal injury and or fatality whether or not caused/ contributed by the Force Majeure Events, condition/design of the Photography Locations, except instances where such damage/loss, injury and/or fatality is found to have been caused directly by the gross negligence or wilful misconduct on the part of the Personnel and the maximum liability of either Stories or GENM shall be limited to the value of services to be provided by them respectively.

16. For clarification purpose, Stories and GENM shall solely responsible and liable for their own breaches, defaults, non-compliance to laws, rules and regulations respectively whereby any complaints or issues related to services provided by Stories or GENM as set out in Paragraph 10 herein shall be handled, managed and/or settled by the relevant service provider.

17. You shall indemnify and keep the Personnel fully indemnified and harmless against any and all losses (including property damage/loss, personal injury, fatality and/or consequential losses), damages, summons, claims, demands or expenses of whatever kind or nature ((including reasonable legal fees and expenses incurred in defending such claims on solicitor and client basis) that may be suffered by and/or brought against the Personnel (either directly or indirectly) resulting from or in connection to the utilisation and enjoyment of the Products, any breach of all or any of the terms and conditions by you or your negligence or misconduct (as the case may be).

18. Stories and GENM reserve their rights to amend and vary the terms and conditions by serving a written notice to you. Any objection to the new and/or amended terms and conditions

shall be raised within [14] days from the date of the variation notice. Failing which, you shall be deemed to have agreed and accepted the new and/or amended terms and conditions.

19. These terms and conditions are governed by and construed in accordance with the laws of Malaysia and is subject to the exclusive jurisdiction of the courts of Malaysia.