

## **ONE CHAMPIONSHIP CUSTOMER TERMS AND CONDITIONS**

This application software and any logos, designs, artwork, labels, symbols or any other product details not limited to those mentioned above are the sole property of Group One Holdings Pte. Ltd., a company incorporated in Singapore.

### **(1) Definitions and Interpretation:**

Capitalized terms or phrases as used in the Customer Terms and Conditions (“**Terms and Conditions**”), if not defined in this section, shall have the meaning assigned to them in the sentence immediately preceding the bold alphabets enclosed within quotes (“ “), such as in the para above. Additionally, in these Terms and Conditions, the following definitions apply:

#### **Definitions:**

“**Account**” refers to the user account that will be needed to create/register on ONE CHAMPIONSHIP’s Website to purchase products through the ONE CHAMPIONSHIP platform.

“**Business Day**” refers to working days in Philippines and shall relate to days on which banks in Philippines are operational and/or open for business.

“**Conditions**” refer to the terms of reference or use of ONE CHAMPIONSHIP Products in accordance with these Terms and Conditions.

“**Contract**” refers to the act of placing an order for a product(s) by you on ONE CHAMPIONSHIP’s platform in line with its Terms and Conditions followed by ONE CHAMPIONSHIP’s acceptance of the order in accordance with the process outlined in Clause 11 below.

“**Customer**” refers to you, i.e. any person placing any order(s), which are accepted, on the ONE CHAMPIONSHIP Website (“Website”).

“**Order**” Refers to the Order submitted by you on the Website to purchase a product on our Website.

“**Order Confirmation**” refers to the correspondence provided by ONE CHAMPIONSHIP to you, in which your Order is acknowledged, and confirmation given that such Order has been placed in accordance with Clause 12 mentioned below.

“Website” refers to the website owned, developed, operated by and for ONE CHAMPIONSHIP with the following URL: <https://shop.onefc.com>.

#### **Interpretations:**

The following rules will apply to these Terms and Conditions unless the context requires otherwise or unless it is expressly stated otherwise:

- (i) Any references to “clauses” in this document refer to clauses stated within these Terms and Conditions;
- (ii) The singular includes the plural and conversely;
- (iii) A gender includes all genders;

- (iv) Where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (v) Mentioning anything after *include*, *includes* or *including* does not limit what else might be included;

## **(2) Circumstances Beyond Our Control (Force Majeure)**

ONE CHAMPIONSHIP shall not be liable for any delay or failure to perform its obligations under a Contract which is caused by events beyond its reasonable control. Such events shall include strikes, lock outs and industrial actions, floods, earthquakes, firestorms, riots, terrorist attacks or threats of terrorist attacks, war or threats of war, non-functioning public transport or wireless or telecommunications or any change in acts decrees or legislation governing the implementation of the Contract. If such force majeure lasts for more than one week, either you or ONE CHAMPIONSHIP may terminate the contract forthwith by written notice. You will be entitled to a refund only, in the event of non fulfilment of contract under this clause.

## **(3) Governing Law**

These Terms and Conditions and the Contract between you and ONE CHAMPIONSHIP and all obligations arising directly or indirectly from them shall be construed in all respects in accordance with the laws of Philippines. All disputes between you and ONE CHAMPIONSHIP arising from them shall be subject to the exclusive jurisdiction of the proper courts in Makati City, Philippines, to the exclusion of other courts.

## **(4) Severability**

If any provision of the Terms and Conditions is found, by any court or administrative body of competent jurisdiction, to be invalid, unenforceable or in conflict with any applicable law, that provision shall be severed from the Terms and Conditions but the validity or enforceability of the remaining provisions shall not be affected and shall, as far as possible, remain in force.

If any provision of the Terms and Conditions is found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it valid and enforceable.

## **(5) Waiver**

No failure or delay by any party in exercising, wholly or partially, any of its rights with regard to any breach or default of these Terms and Conditions or of a Contract by the other party shall constitute a waiver of such rights. Further, no waiver of any such breach or default shall be deemed to constitute a waiver of (i) any other rights or; (ii) any subsequent or continuing breach of default.

## **(6) Assignment**

Customers cannot assign, transfer, change, sub contract or deal in any other similar manner with their rights or their obligations under these Terms and Conditions or under a Contract.

## **(7) Relationship**

Nothing in the Terms and Conditions or in any Contract shall create or be deemed to create a partnership, an agency or an employer-employee relationship between a Customer, or any party and ONE CHAMPIONSHIP.

## **(8) Notices**

Any notice under a Contract shall be given in writing through either letter or email to the relevant party at the address or email address last known to the other.

- (a) Notices given by post shall be deemed to have been served within 2 Business Days of being posted to the recipient's address within the Philippines.
- (b) Any notice given by email shall be deemed to have been served within 1 Business Day of the email being sent.
- (c) In proving such service it shall be sufficient to prove that the letter or email was properly addressed and, as the case may be, posted as a prepaid or recorded delivery letter or dispatched or a delivery report received.

## **(9) Eligibility**

To effectively place an order with ONE CHAMPIONSHIP, you must be at least 18 years of age. In case you are under 18 and wish to use the Website to make a purchase, you can only do so with the involvement and under the supervision of a parent or guardian.

## **(10) Usage**

Customers may not misuse the Website in any way such as by transmitting or distributing any malware or virus, in any form, which is malicious, technologically harmful, in breach of confidence or offensive. Criminal misuse of the Website is strictly prohibited. No person may hack into any aspect of the Website, corrupt data, infringe any person's proprietary rights, send unsolicited material or in any way interfere with the performance or functionality of any computer facilities accessed through the Website. Any breach of these provisions shall be construed as a criminal act under applicable laws, including under applicable laws and offenders shall be subject to the strict penalties imposed therein.

## **(11) Website Registration Process**

To place an Order through ONE CHAMPIONSHIP, Customers will have to register by creating an Account on the Website through the different channels as mentioned on the Website. You must also agree to only input into the Website information which is completely accurate, true and up to date. You shall ensure this by agreeing to inform us in case of any changes, either by directly contacting us through our customer care email id: [shop@support.onefc.com](mailto:shop@support.onefc.com) or by updating the relevant sections of the Website. Customers are not allowed to misuse the Website through creation of multiple accounts.

Customer acknowledges that he or she has read and agree to the Privacy Policy and consent to One Championship's collection, use and disclosure of Customer's personal data for the purposes as set out in the Privacy Policy.

## **(12) Order Confirmation and Delivery**

To place an order on ONE CHAMPIONSHIP, Customers will have to go through the order process on the Website. After completing the process, customers will receive an Order Confirmation message through e-mail and/or SMS which will act as an acknowledgement of the Order.

If the Order consists of more than one product, the products may be delivered in separate packages and at separate times to the Customer.

### **(13) Payments**

ONE CHAMPIONSHIP offers its Customers several options for making payments. Customers can pay using:

- (a) ONE CHAMPIONSHIP's third party payment partners listed on the Website;
- (b) Cash on delivery;
- (c) Customers using e-gift cards, wallet credit or promotional vouchers may also choose to pay only a part of the total price.

ONE CHAMPIONSHIP's third party payment partners undertake all requisite measures to minimize the risk of unauthorized access and to address all safety and privacy concerns relating to your card data and usage. Cards are subject to validation checks and authorization by card issuers. If the required authorization is not received, then there may be no delivery, or significant delays, in delivery of the ordered product and neither ONE CHAMPIONSHIP, nor its partners will be liable for the same, we will however suitably notify you regarding the same.

Post receipt of appropriate authorization by our third party payment partners, the payment will be authorized and when you will be required to click on the order button you are confirming that the card belongs to you or that you are the legitimate holder of the e-gift card or promotional voucher and that you have sufficient funds to pay for the Product (s) you have ordered.

In the event that you cancel your Order before we have shipped it to you, but you have already paid for your Order, you will receive a full refund from ONE CHAMPIONSHIP. In the event that you would like to obtain a specific tax invoice for your order, please write to [shop@support.onefc.com](mailto:shop@support.onefc.com).

### **(14) Order Refusal**

ONE CHAMPIONSHIP reserves the right to withdraw any Product from the Website at any time and/or remove or edit any material or content on the Website and will not be held liable for doing so either by you or by any other third party. ONE CHAMPIONSHIP will make best efforts to always process all Orders, but there may be exceptional circumstances wherein, we may not be able to or refuse to process an Order after we have sent you an Order Confirmation. We reserve the right to do the same at any time, at our sole discretion. ONE CHAMPIONSHIP will notify you of any order cancellation at the earliest, so as to minimize any inconvenience that may be caused. If any Order placed by you has been canceled by us for any reason, post the payment has been completed by you, we will ensure that you are refunded the full amount.

### **(15) Cancellation by Customer of a Non Faulty Product:**

If you wish to cancel your Order after it has been placed or after being paid for by you, please contact our Customer Care Team on [shop@support.onefc.com](mailto:shop@support.onefc.com). For orders cancelled before dispatch, no cancellation fee will be applicable. In case the Order or a part of it has been dispatched and received by you, it will need to be returned back to ONE CHAMPIONSHIP and such returns will take place, on the basis of ONE CHAMPIONSHIP Returns and Refunds Policy. The Customer Care Team and ONE CHAMPIONSHIP, however, reserve the right to assess the returns and refunds on a case by case basis, as mentioned in the ONE CHAMPIONSHIP Returns and Refunds Policy.

## **(16) ONE CHAMPIONSHIP Returns and Refunds Policies**

ONE CHAMPIONSHIP's Refunds and Returns Policy has been separately published on the Website and is a part of these Terms and Conditions. By accepting these Terms and Conditions, you are also agreeing to the ONE CHAMPIONSHIP Refunds and Returns Policy.

## **(17) Delivery of Products**

- (a) ONE CHAMPIONSHIP will try its best to deliver the Product to you, at the shipping address, as specified and requested by you while placing the Order.
- (b) In case a specific delivery date has been specified by us during your checkout or through the delivery process on the Website, we will try our best to deliver it to you within the stipulated timelines. However, we shall notify you if we expect any delays on our part. You accept that we shall not be liable to you for any losses, liabilities, costs, damages, charges or expenses arising out of any delayed delivery.
- (c) At the time of the delivery, you may be required by our third party logistics partner's team to sign the acknowledgment of the delivery. In case of any issues post-delivery, please feel free to contact ONE CHAMPIONSHIP Customer Care Team at [shop@support.onefc.com](mailto:shop@support.onefc.com). You must, however, comply with the requirements as specified by the Customer Care Team as well as in ONE CHAMPIONSHIP's Returns and Refunds Policy. Should you face any inconveniences or difficulties during ONE CHAMPIONSHIP's Order fulfilment process and experience, do not hesitate to get in touch with us at the earliest.
- (d) Although the dynamic nature and functionality of the ONE CHAMPIONSHIP Website will ensure at any point in time whether the information entered by you corresponds to the locations that are available for delivery through our third party logistics partners. In the unfortunate event that we are not able to communicate to you at the very outset that the Order cannot be delivered to your preferred location, we will ensure that we inform you of the same at the earliest using the contact details that you provide to us at the time of placing the Order and also arrange for either the cancellation of the Order or delivery to an alternate address, as mutually feasible to both parties.
- (e) Our third party logistics partners and Customer Care Team will do their best to ensure that the delivery takes place at a mutually convenient time and will make 2 attempts for each delivery. However, if delivery or collection is delayed through your unreasonable refusal to accept delivery or if you do not accept delivery or collect the Product from the carrier within the time period mutually agreed upon, or in case of cash on delivery, are unable to provide the required cash amount for delivery, we reserve the right to do either or both of the following:
  - (i) charge you for any fee and other costs incurred by us outside of the standard pickup and delivery costs that we incur with our third party logistics partners;
  - (ii) cancel the Order, and refund you with an amount equal to the amount paid by you (in case of an online payment) minus any additional costs as incurred by us as mentioned in f.i. above.

## **(18) The Product**

By accepting these Terms and Conditions, you acknowledge:

- (a) That the Products listed on the Website are not custom made and cannot be tailored or altered to meet your requirements and
- (b) Once the Product has been delivered to you, any risk related to the Product passes to you and ONE CHAMPIONSHIP will not be liable for any damage, destruction or loss to the Product thereafter.

**(19) Vouchers**

- (a) As mentioned above in Payments, from time to time, ONE CHAMPIONSHIP will make available promotional vouchers, discount coupons or e-gift cards which you can avail and use while making payments for Products that you purchase on the Website, as below:
  - (i) You accept and agree that the credit provided to you through a promotional voucher neither accrues interest nor does it have any cash value. Further, ONE CHAMPIONSHIP reserves the right, to be able to, at its sole discretion discontinue or cancel any voucher previously issued on the Website and will not be responsible for any losses arising therefrom.
  - (ii) Please note that the credit of a promotional voucher may be insufficient or not applicable to pay for the Order that you wish to place, in that scenario, you would be required to make up the difference in the amount using one of our accepted payment methods.
  - (iii) Please be careful to note that in case you place an Order for a Product that is priced at less than the value of the promotional voucher you wish to redeem or avail of, ONE CHAMPIONSHIP will not be able to refund or offer you residual credit.
  - (iv) Promotional vouchers will be valid for the period specifically stated on the Website and they can only be availed once. You may not be able to use them in conjunction with other promotional vouchers available to you through the Website. You may also not be able to use them along with other discounted items as mentioned on the Website. ONE CHAMPIONSHIP also reserves the right to exclude individual brands or stores from certain voucher promotions as and when required based on our sales and marketing strategies. Information of the same, however, will be duly provided to you through the Website.
  - (v) You can assign your rights to use your voucher or gift to someone other than you, who may then be able to use it.
  - (vi) ONE CHAMPIONSHIP reserves the right to close your Account or suspend your activities on the Website in the event of discovery of any form of fraud, deception or suspicion of other illegal activities in connection with gift cards or vouchers on the Website.
  - (vii) ONE CHAMPIONSHIP assumes no Liability for the loss, theft or illegibility of gift or promotional vouchers. In case of any issues arising in connection of the same, you are requested to get in touch with our Customer Care team at [shop@support.onefc.com](mailto:shop@support.onefc.com) and we will try to assist you to the best of our abilities.
  - (viii) E-gift cards cannot be used to buy further e-gift cards. E-gift cards may only be purchased through debit card, credit card, PayPal or wallet credit and will be sent to you

via email.

## **(20) Cashback**

- (a) From time to time, ONE CHAMPIONSHIP will make available to earn cashback to your ONE CHAMPIONSHIP account which you can avail and use while making payments for Products that you purchase on the Website, as below:
  - (i) You accept and agree that the credit provided to you through cashback neither accrues interest nor does it have any cash value. Further, ONE CHAMPIONSHIP reserves the right, to be able to, at its sole discretion discontinue or cancel any cashback previously issued on the Website and will not be responsible for any losses arising therefrom.
  - (ii) Please note that the cashback given may be insufficient or not applicable to pay for the Order that you wish to place, in that scenario, you would be required to make up the difference in the amount using one of our accepted payment methods.
  - (iii) Please note that cashback given is valid for one year from the received cashback date. Cashback not used within a year from the earned date, will automatically be deducted from your cashback account.
  - (iv) You are not able to use cashback in conjunction with other promotional vouchers available to you through the Website. You can also not use them along with other discounted items as mentioned on the Website. ONE CHAMPIONSHIP also reserves the right to exclude individual brands or stores from certain cashback promotions as and when required based on our sales and marketing strategies. Information of the same, however, will be duly provided to you through the Website.
  - (v) You are not able to use cashback in conjunction with a coupon on the same purchase. But you are able to earn cashback in conjunction with using a coupon on the same purchase.
  - (vi) ONE CHAMPIONSHIP reserves the right to close your Account or suspend your activities on the Website in the event of discovery of any form of fraud, deception or suspicion of other illegal activities in connection with cashback on the Website.
  - (vii) ONE CHAMPIONSHIP assumes no Liability for the loss, theft or illegibility of cashback. In case of any issues arising in connection of the same, you are requested to get in touch with our Customer Care team at [shop@support.onefc.com](mailto:shop@support.onefc.com) and we will try to assist you to the best of our abilities.
  - (viii) Cashback cannot be used to buy e-gift cards. E-gift cards may only be purchased through debit card, credit card, PayPal or wallet credit and will be sent to you via email.

## **(21) Limitation of Liability**

The following provisions shall set out the entire financial liability of ONE CHAMPIONSHIP in relation to the Customers or any users of the Website for breach of or in any way related to representations. Statements or tortious acts by ONE CHAMPIONSHIP under these Terms and Conditions and the Contracts.

- (a) Except as expressly provided in the Terms and Conditions/Contracts, ONE CHAMPIONSHIP expressly exclude all warranties, conditions or other terms implied by

statute or common law are excluded to the fullest extent permitted by law.

- (b) ONE CHAMPIONSHIP shall not be liable to the Customer for any loss or damage, costs or expenses (whether direct, indirect, incidental or consequential and whether relating to loss of profit, loss of business, business interruption, loss of data, depletion of goodwill or other such losses), suffered by the Customer which arise out of or in connection with the use of the ONE CHAMPIONSHIP website and any materials posted there.
- (c) The Customer assumes all risks as to the sustainability, quality and performance of Service.

## **(22) Indemnity**

Customers agree to indemnify, defend and hold harmless ONE CHAMPIONSHIP, its directors, officers, employees, consultants, agents and affiliates from any and all third party claims and damages including costs (including but not limited to legal fees) arising from their use of the ONE CHAMPIONSHIP website.

## **(23) Privacy Policy**

For a detailed understanding of how ONE CHAMPIONSHIP endeavors to protect your data or privacy, please refer to ONE CHAMPIONSHIP's Privacy Policy, which forms a part of these Terms and Conditions. By accepting these Terms and Conditions, you are deemed to have accepted, ONE CHAMPIONSHIP's Privacy Policy.

## **(24) Customer Care**

- (a) ONE CHAMPIONSHIP takes great pride in being able to deliver happiness and provide the best possible service and experience to its customers, while fulfilling its obligations as stated in these Terms and Conditions.
- (b) Our Customer Care Team is available to sort out all your issues in the event that the experience provided by us does not meet your expectations or satisfaction. In such an unlikely event, please feel free to contact us at any time by either writing to us at [shop@support.onefc.com](mailto:shop@support.onefc.com).
- (c) To help us serve you better and resolve your issues at the earliest, please make sure to send us copies of the Order or at least the Order ID/Sub-Order ID that we assign you in the Order Confirmation email and message. Should you not have received any response from us within 5 Business Days, owing to any unforeseen logistical, technical or other such difficulties, please don't hesitate to contact us again.

## **(25) Advertising**

ONE CHAMPIONSHIP will comply with regulations relevant to its business and operations as published by the Department of Trade and Industry and the Advertising Board of the Philippines while advertising on the ONE CHAMPIONSHIP website, application or social media.

## **(26) Links**

Customers are allowed to link to the ONE CHAMPIONSHIP website home page, provided it is done in a way that is legal and is not likely to damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or



endorsement on ONE CHAMPIONSHIP's part where none exists. We reserve the right to withdraw linking permission without notice, in case of any breach of these Terms and Conditions.

**(27) Entire Agreement**

These Terms and Conditions together with the Privacy Policy, the Refunds Policy and every one of the Orders and Contracts, made or to be made by ONE CHAMPIONSHIP, constitute the entire agreement between you and ONE CHAMPIONSHIP. Any waiver of the agreement shall be valid, only if accepted by ONE CHAMPIONSHIP in writing.

In accepting these Terms and Conditions, you accept that you have not relied on any representations or implied statements by ONE CHAMPIONSHIP and that your relationship with ONE CHAMPIONSHIP is covered only by the express terms and conditions of this document.

**(28) Variation**

ONE CHAMPIONSHIP reserves the right to amend these Terms and Conditions at any time. Any such amendment will be posted on the ONE CHAMPIONSHIP Website. Continued use of the Website post amendment will deem to constitute acceptance of the new Terms and Conditions.

ONE CHAMPIONSHIP reserves the right to withhold your ability to shop at ONE CHAMPIONSHIP in case of any breach of these Terms and Conditions or any breach of your obligations of any Contract under these terms.