

MIDNIGHTGALA

Terms & Conditions: -

1. This websites/mobile application is distributed and kept up by Midnight Gala Private Limited.
2. At the point when you access, peruse or utilize any administrations given by MidnightGala, you acknowledge the terms and conditions set out beneath, without constraint.
3. These Terms and Conditions establish the whole understanding between MidnightGala and the client concerning the utilization of the site, versatile application or some other administrations offered exclusively by MidnightGala.
4. By Clicking the “I Agree” or “Accept” button you acknowledge that you agree these terms and conditions applied MidnightGala for using the services of Website and Mobile Application.
5. Individuals younger than **18 years** can utilize the mobile application/website of MidnightGala, only under the guidance of their parents / legal guardian’s, which will be registered in details of their parents / legal guardians.
6. Concerning any administrations given by MidnightGala including the utilization of liquor, only the users of legal drinking age will be allowed to be served alcoholic beverages under the state laws and Government of India.
7. MidnightGala is not responsible for any legally arisings out of quality service or food/drinks provided by the restaurant

8. MidnightGala has no rights over any restaurant/club policies, we only provide you the service between the user and the restaurant/club
9. Users are required to accept and follow the policies of the restaurant/club that they dine-in at.
10. Users are required to read all the terms and conditions of the offers and discounts before availing them.
11. Restaurants have all the rights to follow terms and conditions on customers according to the offers and discounts.
12. Menu and Pricings are only set by the Restaurant/Club, MidnightGala is not responsible for any changes whatsoever.
13. All deals provided by MidnightGala will be applied with the orders or bookings at the Restaurant/Club.
14. Any complaint filed against Restaurant/Club will be investigated, customers are required to describe the event in details.
15. Users will be notified accordingly regarding their bookings and wallet transactions via SMS and Email.
16. For cancellation of any booking, users are advised to cancel it 60 minutes prior to the booking timings.
17. Any pre-paid deals are non-refundable and non-cancellable, refunds will only be applicable if the Restaurant/Club got shut down permanently or discontinued the deal at its time period.
18. If user cancels 5 bookings in a year, MidnightGala is authorised to act penalty on the user on the next transaction or booking.
19. All the refunds and Cashbacks will be credited to user's GalaWallet.

20. Any data Downloaded, shall not remove copyright or trademark notices tagged on it, user can download for their personal use only.
21. Through these terms and conditions, MidnightGala allows you to view and operate the website/mobile application, users agree not to interrupt the operations in any way.
22. Some functions will only be available to the registered members only.
23. Users are required to register themselves by answering some questions, which will be helpful for the user to build up their profile.
24. If any user's account is being used for Fraud activities, MidnightGala has the right to discontinue the account immediately.
25. Single user can't have multiple accounts, if found out MidnightGala has the right to discontinue the account immediately.
26. By submitting the sign-up form, you agree that all the information provided is true and accurate. MidnightGala has the right to take legal action against the user in case of false information.
27. MidnightGala is not responsible for any misconduct caused by disclosure of user's personal information to third party.
28. MidnightGala has the right to delete any content which seems inappropriate or doesn't follow the terms and conditions.
29. MidnightGala has the right to change these terms and conditions periodically, users are advised to be updated with time.

30. Any changes done by MidnightGala in terms and conditions or privacy policies, we will be publishing it on our website/mobile application.
31. Using MidnightGala's services you accept these terms and privacy policies.
32. We have the right to terminate your access from using all the services of MidnightGala without any prior notice.
33. MidnightGala has the right to take legal action against any user who violates the terms and conditions/privacy policies.
34. MidnightGala isn't obligated for any encroachment of copyright emerging out of materials posted on or sent through the website/mobile applications, or things publicized on the site or portable applications, by end users or some other outsiders.
35. Users can use the MidnightGala's website/mobile application for personal use only, any data (e.g., text, images, videos, audios) distribution for business, commercial, or public purpose without any prior permission will be against the privacy terms and copyright laws, and Midnight has the right to take legal action against the user.
36. All the services, brand name and logo of MidnightGala is registered trademark in India and other countries.
37. All the data of MidnightGala's website/mobile application are protected by copyright laws.
38. Unauthorised use of website/mobile application will be against the copyright laws, trademark laws, the law of privacy and publicity, MidnightGala has the right to take legal actions.
39. Gala Wallet is used to store your money in your MidnightGala account.

40. Gala Wallet is also used for, user's refunds.
41. Gala Wallet money can be used for prepaid services and transactions on MidnightGala Website/mobile application.
42. Gala Wallet money doesn't promote interests.
43. Gala Wallet terms and conditions can be changed or withdrawn without any prior notice.
44. Anything user shares on its profile and remarks are all subjected to guidelines above.
45. MidnightGala has the right to abolish any User's referral program at any time for any reason.
46. MidnightGala has the right to change referral terms and conditions without any prior notice, users are advised to read the referral terms and conditions before indulging in referral programs
47. MidnightGala has the right to terminate accounts or remove wallet money, if the user is involved in any fraudulent, abusive or violates the MidnightGala terms and conditions. We will review and investigate all referral activities.
48. These terms and privacy policies are governed by Laws of India.
49. We offer you to share your experience by submitting feedbacks and ratings on restaurant's/club's profile. We will be monitoring all the feedbacks, if any post leads to illegal, threatening, pornographic and violates the terms of the company, MidnightGala reserves the right to remove the post and take legal action against the user.

50. If the user faces any illegal or inappropriate activity or violation of health code you can contact the suitable authorities to file the complaint.
51. Users can also share their experiences by posting photos and videos on their profile, your posts will be shared in the news feeds according to your location, you can change your privacy settings according to your post.
52. MidnightGala has the right to remove any post which leads to inappropriate content or violates the terms and privacy policies or leads to illegal activity.
53. We will be monitoring user's postings, only the approved posts will be shown at news feeds.
54. By completing your tasks and challenges, user can score foodie points which will upgrade user's foodie level. Completions of tasks and challenges is totally optional, it won't be affecting your existing food level.
55. Every foodie level consists of various offers and discounts, which will vary with the course of time, users are advised to be updated.
56. Users can order their food/drinks through our platform, a QR code and PIN CODE will be generated for your specific reserved table, which will be sent via SMS and email, users are advised not to share pin code with any third party except for the respective restaurant/club
57. If the user is unable to scan the QR CODE, he/she can simply enter the PIN CODE, or ask the restaurant/club authorities for the assistance.
58. Users are advised to take hold of their photo id at the time of entering the restaurant/club, for identification

59. Midnight Gala only offers the tables available to be booked, it's on restaurant/club management to provide the specific table to their customers.
60. All the bookings are accepted/declined by the management of the restaurant/club, Midnight Gala is not responsible for any of the scenarios.
61. When the user sends the booking request, Restaurant/Club gets 1 minute time to accept or decline user's request.
62. If the management is busy or unavailable to reply user's request, system will automatically accept the request as a walk-in.
63. As the booking gets confirmed, users are requested to reach on time as decided, Maximum 15 minutes will be the waiting time, after that system will automatically cancel your booking.
64. Users are requested to scan their barcode while entering the restaurant/club, without that user's won't be able to activate their bookings and deals.
65. When the user pays the bill through our platform, users are requested to show the payment confirmation to the restaurant/club authorities.

