

TERMS & CONDITIONS

SUBMISSIONS

1. In submitting a proposal in response to the MIP (the "**Proposal**"), the Applicant has agreed to be bound by the terms and conditions contained herein.
2. STB must receive the Proposal submissions between 13 April 2017 and 31 August 2017.
3. The Applicant shall bear all costs in connection with the Proposal and submission thereof.
4. There is no restriction on the number of Proposals that each Applicant can submit for the MIP provided that each Proposal is unique.
5. STB assumes no responsibility or liability for any loss arising out of or from: (i) late, lost, delayed, damaged, misdirected, incomplete or unintelligible Proposals, (ii) technical issues, system or software failures experienced by an Applicant in submitting their Proposal; or (iii) user errors. Proof of sending shall not be accepted as proof of receipt.

QUALIFYING PERIOD

6. The proposed campaign ("**Campaign**") shall commence on a date not earlier than 1 October 2017 and shall end no later than 30 June 2018.

AWARD

7. STB shall reimburse the awarded Applicant (the "**Award Recipient**") up to S\$300,000 (excluding GST) for each winning Proposal.
8. The Award comprises:
 - a. **Dollar-for-dollar matching of marketing campaign's Distribution Costs (as defined below) to amplify the marketing idea.**
For example, a recipient with a distribution plan amounting to S\$100,000 could receive an additional S\$100,000 from STB to further amplify the distribution of the campaign; and
 - b. **Cost of an audit** capped at S\$4,000 (including GST) for the auditing of Distribution Costs.

“Distribution Costs” refer to costs and expenses incurred by the Applicant and paid or to be paid to third parties including but not limited to costs and expenses for the production of events, experiences, shows, performances, marketing collaterals, media buys, campaign film footage, souvenirs, giveaways and distribution of marketing collaterals. Costs that are strictly excluded are agency costs, product subsidies, price subsidies, discounts and internal manpower costs.

9. The Award Recipient shall be required to present the relevant invoices and the audit report to STB. STB shall reimburse half of the Applicant’s qualifying Distribution Costs upon verification of the relevant invoices and the audit report.
10. STB reserves the right to:
 - a. disclose the Proposal to appointed industry professionals who will be supporting STB in evaluating these proposals, during the judging stage. The appointed industry professionals shall be subject to obligations of confidentiality in relation to the Proposal;
 - b. request for more information;
 - c. retain all materials submitted by the Applicant, and the Applicant acknowledges that STB shall not be required to return the materials
11. STB has the sole and absolute discretion to:
 - a. determine whether Distribution Costs qualify for reimbursement;
 - b. determine the quantum of the Award based on the evaluation criteria;
and
 - c. award or reject any Proposal, in whole or in part.
12. The Award is subject to the Award Recipient’s acceptance of additional terms and conditions which shall be notified to the Award Recipient.
13. The Applicant acknowledges and agrees that STB may showcase all or parts of the Award Recipient’s Proposal or Campaign for non-commercial purposes, including but not limited to presentations at key industry platforms as STB sees fit after completion of the Award Recipient’s Campaign.
14. STB’s determination of the Award Recipient and/or decision in all matters arising out of or in connection with this MIP is final, conclusive and binding and no appeal or correspondence will be entertained. For the avoidance of doubt, the Applicant shall not be entitled to any damages or compensation that may arise as a result of such changes or cancellation of the MIP, or any other decision made by STB in connection with the MIP.

REPRESENTATIONS AND WARRANTIES

15. By submitting the Proposal, the Applicant represents and warrants the following:
- a. that the Proposal is an original work, and does not and will not infringe the intellectual property rights (including without limitation copyright and trademarks), privacy or any other rights of a third party; and
 - b. the Proposal does not and will not contain anything which is libellous, defamatory, obscene, harassing, threatening, and is of such nature that contravenes the laws of any applicable jurisdiction.

LIABILITY AND INDEMNITY

16. The Applicant shall, at all times, indemnify and hold harmless STB, its officers, employees, agents, representatives and sub-contractors (collectively, the "**Indemnified Parties**") from and against all actions, proceedings, claims, demands and expenses whatsoever which may be made or brought against or suffered or incurred by any of the Indemnified Parties in consequence of any breach of any of the warranties, obligations or undertakings contained in these terms and conditions or any act, neglect or default of the Applicant, its officers, employees, agents, representatives or sub-contractors.
17. The Award Recipient shall be wholly responsible for the payment of any tax, contribution or amount of any kind due (if any) in respect of the Award.

GENERAL

18. STB may at any time vary, modify, add or delete any of these terms and conditions governing the MIP, including but limited to terminating or withdrawing the MIP without prior written notice.
19. In the event that the Applicant breaches any of the terms and conditions governing the MIP, STB shall have the sole right and discretion to immediately disqualify the Applicant without the need to notify the Applicant. STB's decision on this shall be final, binding and conclusive and no correspondence or appeal will be entertained.
20. These terms and conditions shall be governed by the laws of Singapore save for the Contracts (Rights of Third Parties) Act. (Cap. 53B) which is expressly excluded from application. The Applicant and STB hereby submit to the exclusive jurisdiction of the courts of Singapore.