

## **TERMS AND CONDITIONS FOR SG STORIES CONTENT FUND**

In submitting a proposal (“**Proposal**”) in response to Singapore Tourism Board’s SG Stories Content Fund (the “**Fund**”), the Applicant is deemed to have read, understood and agreed to be bound by the terms and conditions contained herein.

For the purposes of these terms and conditions,

“**Project**” will mean the project that is the subject of an awarded Proposal (including conception/ideation, pre-production, production, post-production, distribution and marketing) and all content that the Awarded Recipient (as defined in Paragraph 21 below) produces pursuant to its winning Proposal.

### **A. SUBMISSIONS**

1. All Proposal submissions must reach the Singapore Tourism Board (“STB”) between 0:00 hours (SGT) on 1<sup>st</sup> May 2020 to 23:59 hours (SGT) on 31<sup>st</sup> May 2020. Any Proposal submitted outside this stipulated window shall be entertained only at the sole discretion of STB. A Proposal is deemed to have been received when all the required documents, including but not limited to the application form and other supporting documents, are received by STB through the stipulated online FormSG application portal.
2. The Applicant shall bear all costs in connection with the Proposal and submission thereof.
3. Each Applicant is allowed to **submit a maximum of three (3) Proposals** for the Fund, provided that each Proposal is unique. Each Proposal may contain **one (1) or more deliverables** in relation to the Project (e.g. a series of three videos).
4. The Applicant may submit a Proposal in collaboration with other companies, organisations, or individuals. However, there shall only be **one (1) main Applicant** per Proposal, who will be the key representative of all decisions and correspondence that are made with regard to the Proposal. All partnership details, including written proof of collaboration or intent, must be included in the submitted Proposal.
5. STB assumes no responsibility of 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; (iii) errors. Proof of sending is not accepted as proof of receipt.

### **B. ELIGIBILITY**

6. All individuals who are above the age of 18 and organisations (such as businesses, societies and associations) whether based locally or overseas are eligible to apply for the Fund.
7. All organisations, whether local or international, must provide relevant supporting documents to establish the legitimacy of their business, which will be assessed at the sole and absolute discretion of STB. For example, Singapore-based companies shall provide their registration certification with the Accounting and Corporate Regulatory

Authority (ACRA). Other organisations with no corporate functions (e.g. VWOs, Societies, etc.) can submit the following proof of registration:

- a) Charities or Voluntary Welfare Organisations: Proof of successful registration on the Charity Commission
- b) Societies: Proof of registration on the Registry of Societies (ROS)

The Applicant represents and warrants that it has the authority to act on behalf of all the collaborative partners.

8. The Projects shall feature content that:

- a) Has a strong focus on Singapore as a destination;
- b) Aligns with the Fund's themes of Strength, Resilience, Solidarity or Unity.

More details are provided in the paragraphs below.

9. Employees and immediate family members of STB, TBWA Singapore Pte. Ltd., ZenithOptimedia, Edelman Singapore Pte. Ltd., or any other marketing agency subsequently appointed by STB during the duration of the Fund are not eligible to apply for the Fund in any capacity. "Immediate family members" include spouses, children, parents, parents-in-law and siblings.
10. If the Applicant or any member of the Applicant's team is determined by STB to be ineligible to apply for the Fund, STB reserves the right to (i) disqualify the submission or (ii) where the Applicant has already been awarded, terminate the Award and to recover from the Award Recipient any sums already disbursed under the Award.

### **C. PROJECT DETAILS – PRODUCTION AND FINANCING**

11. Projects must not have started production at the time of fund application and award. Projects that have started production prior to being awarded may be disqualified. If found that a Project has started production prior to Award, STB reserves the right to terminate the Award and to recover from the Award Recipient any sums already disbursed under the Award.
12. Applicants shall furnish documents detailing financing plans for the remaining funds of the Project, which may include but not limited to, personal or company bank statements, where the Applicant is the source of funds, a Letter of Intent by a financial backer, or endorsement by a third-party company.
13. Applicants who are intending to claim for in-house qualifying costs must submit supporting documents as part of their Proposal. This could include, but are not limited to, existing rate cards and/or invoices from completed past projects that are similar in scope to the proposed Project.
14. Applicants are also strongly encouraged to submit a detailed distribution or marketing plan at the time of application. This could include, but are not limited to the Applicant's owned channels and / or third-party channels.

### C. PROJECT DETAILS – CONTENT THEMES

15. Projects shall focus on portraying Singapore as an aspirational and attractive destination, through entertaining, emotive, and creative Singapore stories around the themes of Strength, Resilience, Solidarity and Unity in overcoming adversity together.

Applicants shall submit a Project that has a strong and clear narrative incorporating at least one or more of the identified key themes.

The content should also aim to entertain and be easily relatable to global and Singaporean audiences. The content could also feature our destination offerings in one or more of the following categories:

- a) Arts: plays, virtual museums and concerts
- b) Sports: tips & tricks, tournaments, or sporting venues
- c) Entertainment: stand-up comedy, music videos, etc.
- d) Food & Beverage: cooking classes, features by mixologists, etc.
- e) Sightseeing: guided tours, nature reserves, historical sights, farms, etc.
- f) Shopping & Fashion: style guides, shopping tips, etc.

### C. PROJECT DETAILS – PROHIBITED MATERIAL

16. Proposals which contain content which is defamatory, libellous or slanderous, inflammatory or threatening, obscene, indecent, pornographic or profane, fraudulent, misleading or intentionally erroneous, or in violation of any applicable law, third party rights or industry codes shall be disqualified.
17. Awarded Recipients who are in doubt as to whether any part of the Project would be considered prohibited may refer to STB whose decision shall be final.
18. In the event that STB is of the opinion that the content includes prohibited material or themes, or is distributed in a manner that may cause reputational risk to the Board or Destination Singapore, STB may request that the Awarded Recipient makes amendments to the Project as required by STB. STB reserves the right to terminate the Award and to recover from the Award Recipient any sums already disbursed under the Award if the Awarded Recipient fails to make such amendments.

### C. PROJECT DETAILS – EVALUATION CRITERIA

19. Proposals will be evaluated based on the following criteria:

- a. **Strength of content through storytelling**, including alignment and resonance with the Fund's themes, ability to deeply engage and connect with local and/or global audiences, clarity and creativity in the concept and execution, etc.

b. **Feasibility of proposal**, including relevant track records, strength of marketing and distribution channels, etc.

#### D. QUALIFYING PERIOD FOR REIMBURSEMENT OF COSTS

20. The production of any content pursuant to a winning Proposal shall commence immediately upon Award, and end **no later than one (1) month** within the date of the signed agreement (or such other date(s) as stipulated in the Letter of Offer) (the "**Qualifying Period**").

#### E. AWARD

21. The Applicant who is awarded (the "**Awarded Recipient**") will receive the award as described in paragraph 23 below. If a Proposal is successful, a Letter of Offer will be issued to the Awarded Applicant ("**Letter of Offer**"). The Awarded Applicant will need to formally accept the Letter of Offer no later than the commencement date of the Project, or five (5) working days from the date of the Letter of Offer (whichever is earlier).

22. The Awarded Recipient may be given an award in respect of more than one (1) Project.

23. The Awarded Recipient will receive the award which comprises a reimbursement of 90% of the Qualifying Costs (as defined in paragraph 24), up to a maximum of S\$150,000 excluding GST (whichever is lower) for the creative development and conceptualisation, production and execution, distribution, and marketing of the Project (the "**Award**").

24. Costs that qualify for reimbursement must be costs incurred by the Award Recipient that arise solely out of implementation of the Project, whether third-party or in-house costs, for the following categories:

- a) Creative development and conceptualisation;
- b) Production and execution; and
- c) Distribution and marketing costs (where applicable)

(collectively, "**Qualifying Costs**").

Examples of Qualifying Costs are professional services, equipment hire, talent fees and location fees. For avoidance of doubt, utility bills, entertainment costs, transport costs such as private hire cars, taxi, public transport fares and parking fees, all taxes including Goods and Services Tax (GST), medical expenses, legal expenses, insurance fees, damage to public property or fines, remittance fees and bank charges shall not be considered to be Qualifying Costs.

Should a third-party vendor or sub-contractor be engaged, they must not be related to the Applicant. A third party shall be deemed related to the Applicant if the third party is a subsidiary of or holding company of the Applicant; under the same management or control, or within the same group of companies as the Applicant; an employee of, or employer of the Applicant; or a family member of the Applicant.

25. STB in its sole and absolute discretion has the right to determine the actual awarded amount to the Awarded Recipient based on STB's assessment of what is included as a Qualifying Cost.
26. Only Qualifying Costs set out in the Letter of Offer and which are incurred by the Award Recipient within the Qualifying Period may be submitted for reimbursement.
27. STB reserves the right to (a) request for more information in relation to the Applicant and/or its Proposal, which the Applicant must promptly provide to STB; and (b) retain all materials submitted by the Applicant, and the Applicant acknowledges that STB will not be required to return the materials.
28. STB in its sole and absolute discretion has the right to :
  - a) Determine whether the Qualifying Costs submitted qualify for reimbursement;
  - b) Determine the quantum of the Award based on the evaluation criteria; and
  - c) Award the Proposal in whole or in part and if awarded in part, (i) reimburse the pro-rated amount of the Qualifying Costs of the Proposal as notified in the Letter of Offer, (ii) reimburse such Qualifying Costs incurred in connection with the awarded part, or (iii) reimburse the Qualifying costs in such manner as STB deems fit to give effect to the Award.
29. Intellectual Property ownership of the Proposal and the Project shall reside fully with the Awarded Recipient. Each Awarded Recipient agrees to grant to STB a royalty-free, worldwide, non-exclusive, perpetual, transferable, sublicensable (only to STB's agents, officers or any party authorised by STB ) and irrevocable licence, to use, publish, reproduce, modify, adapt, integrate, prepare derivative works of, perform in public, communicate to the public, broadcast and, reproduce the Awarded Recipient's Project in whole or in part in or on any and all mediums and platforms for the purpose of promoting Singapore as a tourist destination, including but not limited to displaying the Awarded Recipient's Project and/or any variation thereof on all of STB's owned channels, or a third party's and other online platforms including but not limited to, social networking platforms such as Facebook, Twitter, or Instagram.
30. The Applicant must not have applied for funding / received funding / be in the midst of receiving funding from another government agency for the same project, and must have declared this upon submission of the Proposal. If the Applicant is in violation of this paragraph, STB reserves the right to disqualify the submission, or where the Applicant is an Award Recipient, STB reserves the right to terminate the Award and to recover from the Award Recipient any sums already disbursed under the Award.
31. STB's determination of the Awarded Recipient and/or decision in all matters arising out of or in connection with the Fund or Award is final, conclusive and binding, and no appeal or correspondence will be entertained. For the avoidance of doubt, the Applicant will not be entitled to any damages or compensation that may arise as a result of such changes or cancellation of the Fund or Award, or any other decision made by STB in connection with the Fund or Award.

32. **The Awarded Recipient shall be offered the Award on the terms and conditions as set out herein, and further terms to be set out in a Letter of Offer from STB.**
33. The Awarded Recipient shall maintain full and accurate records with respect to the project. STB must have complete access to such records (including complete and proper books and records of income and expenditure concerning the project, including all supporting vouchers, invoices and receipts thereof) as well as the right to inspect all project work. The Awarded Recipient must promptly furnish all data, reports, contracts, documents and information, if requested.
34. The Awarded Recipient is encouraged to comply with the relevant industry's best practices governing payment to vendors and all third parties engaged or appointed by the Awarded Recipient, for and in connection with the Project.

## **F. CLAIMS PURSUANT TO AWARD**

Awarded Recipients shall be reimbursed in accordance to these milestones.

<b>Payment Milestone</b>	<b>Percentage of approved Award</b>	<b>Expected deliverables for successful reimbursement of Award</b>
1st Milestone	30%	Upon approval of submitted Project's storyboard/script
2nd Milestone	70%	Upon approval of the submitted Project deliverables and verification of e-invoices and supporting documents (where relevant)

35. Awarded Recipients are to submit milestone claims and corresponding deliverables to STB promptly after the completion of each milestone, but in any case no later than **four (4) weeks** from the end of the Qualifying Period ("**Claim Period**") for reimbursement. STB reserves the right to disqualify any claims submitted after the Claim Period.
36. STB shall reimburse such part of the Award in accordance with the respective Payment Milestones upon (i) STB's receipt and approval of the corresponding deliverables, and (ii) verification of the claims and relevant documentation.
37. In the event the Awarded Recipient fails to complete and deliver the Project milestones stated in the Letter of Offer, STB reserves the right to terminate the Award and to recover from the Award Recipient any sums already disbursed under the Award.
38. For budget submissions as part of a Proposal, all estimated costs should be reflected in Singapore Dollars (SGD), with the exchange rate used stated in the Proposal. For submission of claims made in foreign currencies, the conversion of approved Qualifying Costs to Singapore Dollars (SGD) shall be based off the exchange rate on date of the invoice.

## **G. VARIATIONS TO PROJECT**

39. There will be no variation to any part of the project (i.e. the Proposal and/or Project), including changes to timelines and deliverables, unless with the prior written approval of the STB.

## **H. REPRESENTATIONS AND WARRANTIES**

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

## **I. LIABILITY AND INDEMNITY**

41. 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 warranties, obligations or undertakings contained in these terms and conditions (and, where the Applicant is an Awarded Recipient, any subsequent agreement entered into between the Applicant and STB), or any act, neglect or default of the Applicant, its officers, employees, agents, representatives or sub-contractors.
42. The Awarded Recipient will be wholly responsible for the payment of any tax, contribution or amount of any kind due (if any) in respect of the Award.
43. The Applicant, shall declare, at any point of the application process or during the Project, any criminal records, civil action, or potential liabilities of their officers, employees, agents, representatives or sub-contractors to STB, so as to allow for STB to take action to limit liability and reputational impact to the Board, or the brand of Destination Singapore.
44. In the event where there is negative reputational impact to the Board or Destination Singapore, STB shall have the right to modify elements of the Project. If STB is prevented from exercising such right, STB reserves the right to terminate the Award and to recover from the Award Recipient any sums already disbursed under the Award.

## **J. GENERAL**

45. STB may at any time vary, modify, add or delete any of these terms and conditions governing the Fund, including but not limited to termination or withdrawing the Fund without prior written notice.
46. In the event that the Applicant breaches any of the terms and conditions governing the Fund, STB shall have the sole right and discretion to immediately disqualify the submission without the need to notify the Applicant. STB's decision

on this shall be final, binding and conclusive, and no correspondence or appeal shall be entertained.

47. 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.
48. The Applicant and STB hereby submit to the exclusive jurisdiction of the courts of Singapore.