

SINGAPOREIMAGINE MARKETING PROGRAMME (“SMP”): TERMS & CONDITIONS

SUBMISSIONS

1. In submitting a proposal in response to the SMP (the “**Proposal**”), the Applicant has agreed to be bound by the terms and conditions contained herein.
2. STB must receive the Proposal submissions between 7 September 2022, 0000 Hours (GMT +8.00) and 28 October 2022, 1800 Hours (GMT +8.00).
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 SMP 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.

CAMPAIGN QUALIFYING PERIOD

6. The proposed campaign (“**Campaign**”) shall not commence earlier than Date of Letter of Award issued and shall end no later than *31 December 2023*.

AWARD

7. STB shall reimburse the awarded Applicant (the “**Award Recipient**”) up to S\$550,000 of Third-party Marketing costs for each winning Proposal. The Award Recipient shall not use the sums disbursed by STB for the payment of any taxes, duties, fines or penalties of any nature (including without limitation Goods and Services Tax) levied or imposed by the Government of Singapore or any agency, statutory or regulatory authority thereof.

“**Third-party Marketing costs**” mean costs and expenses incurred by the Applicant and paid or to be paid to third parties for the production of marketing assets such as online and offline advertisements, videos, flyers and posters, media buys, engagement of Key

Opinion Leaders, and marketing-related costs for publicity events, activation and material costs. Costs that are strictly excluded are agency retainer fees, overseas tradeshows, roadshows, corporate sales calls, manpower costs, product subsidies, price subsidies, discounts, and all other non-campaign related costs.

“Qualifying Costs” means the Third-party Marketing costs assessed by STB to qualify for reimbursement.

8. The Award comprises:
 - a. **70% support for Qualifying Costs (Capped at \$500,000).**
For example, an Award Recipient with a campaign plan with Third-party Marketing costs amounting to S\$100,000 may receive a maximum of \$70,000 reimbursement from STB to defray the costs of the campaign.
 - b. **10% funding booster for cross-sector collaborations (Capped at \$50,000).**
For example, an Applicant that collaborates with other hotels, attractions or restaurants in the same precinct to develop an integrated marketing plan, creating interesting content, telling the story of the entire precinct may be awarded an additional 10% of Qualifying Costs.
 - c. **Cost of an audit** capped at S\$2,000 (including GST) for the auditing of expenses incurred.
9. The Award is subject to the Award Recipient’s acceptance of additional terms and conditions which shall be notified to the Award Recipient.
10. The Award Recipient shall be required to present the relevant invoices and the audit report to STB.
11. 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; and
 - b. request for more information.
12. STB has the sole and absolute discretion to:
 - a. determine whether Costs incurred 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.

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 and STB's owned media 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 SMP 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 SMP, or any other decision made by STB in connection with the SMP.

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.
 - c. The Applicant intends to execute the marketing initiatives as illustrated in the Proposal.

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.

GENERAL

17. STB may at any time vary, modify, add or delete any of these terms and conditions governing the SMP, including but limited to terminating or withdrawing the SMP without prior written notice.

18. In the event that the Applicant breaches any of the terms and conditions governing the SMP, 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.

19. 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.