

## **Terms and Conditions for Participation in Trade Events**

1. These terms and conditions (these "**Terms**") shall govern your participation in trade events organised, facilitated, or coordinated by the Singapore Tourism Board (the "**STB**", "**We**", "**Our**") or at the invitation of the STB (each a "**Trade Event**") and your application for such participation. In submitting an application for participation and by participating in the Trade Event, you certify that you have read and agree to comply with and be bound by these Terms and the Registration, Eligibility & Procedures (the "**REP**") set out in the detailed description of each Trade Event, which is expressly incorporated in these Terms.
2. The STB may amend these Terms and the REPs from time to time. You agree that your continued participation in the Trade Event after such amendments have been posted or circulated to you constitutes your unqualified acceptance to such amendments.

### **The Trade Event Notification and Registration**

3. All applications to participate in Trade Events shall be made electronically via the applicable email address provided by the STB. Your application or registration is and shall be deemed as an offer by you to participate in the selected Trade Event(s) on these Terms and the REP for the relevant Trade Event. Your offer is subject to acceptance by the STB. The STB reserves the right not to accept any offer or registration without having to provide any reasons or grounds.
4. Notwithstanding any provision herein to the contrary, no application shall be deemed as submitted until and unless the STB has received your application as instructed in STB's invitation to participate.
5. The STB may conditionally accept your offer to participate in the Trade Event. Registrants who have been accepted by the STB, conditionally or provisionally or otherwise, shall be notified via email to the email address that you have provided to the STB. The email notifications may contain further instructions or requirements which you must comply with to confirm your participation in the Trade Event.
6. Any payment required in connection with your participation must be received no later than STB's standard credit term of 30 calendar days after the date of invoice, failing which you shall be liable for late payment interest as stipulated in your invoice. Except as provided herein, all fees paid to the STB are non-refundable. For the avoidance of doubt, you shall be responsible for your own costs and expenses of participating in the Trade Event, including but not limited to all travel, living and accommodation costs.

### **Registration Information**

7. You warrant that all registration information submitted by you to the STB for participation in a Trade Event is and will remain true, accurate, up to date and error-free. You further agree to update all information submitted by you to the STB as and when there is a change in any of the information. The STB reserves the right to withdraw its acceptance of any application or refuse participation in a Trade Event or take any other action against to any person whose submitted information is or at anytime has become untrue or inaccurate without liability or compensation to such person.
8. You acknowledge and agree that all the information set out in your application is for event registration, event management, marketing and promotional purposes and may be shared with

other organisations with a similar purpose to our own, including without limitation tourist authorities, event contractors and other event participants or delegates. In addition, you agree that the STB may use such information from time to time for its internal administration, marketing, promotional, research, statistical purposes and for processing and facilitating your registration and participation in the Trade Event.

### **Participation in Trade Events**

9. You shall not promote any other tourist destination other than Singapore at the Trade Event without the prior written consent of the STB.
10. You shall not assign or sub-licence the right to participate in or any other rights you may have been granted by the STB in relation to the Trade Event to any third party without the prior written consent of the STB.
11. You acknowledge that the overall programming of the Trade Event will be determined by the STB or the Trade Event organiser in its or their sole discretion without reference to you. You further undertake to comply with all other rules, regulations, requirements and instructions of the STB and Trade Event organiser in relation to the Trade Event at all times.
12. In no event shall STB, its officers, representatives, employees, members and/or suppliers be liable for any loss or damage whatsoever and howsoever arising out of or in connection with your application to participate or your actual participation in the Trade Event.
13. You agree that all expenses incurred by your discretion in connection with your participation in the Trade Event shall be borne by you.
14. In the event that you have opted to take up additional appointment sets for the Trade Event, STB shall invoice you for the same, and you shall make payment of the full sum on the invoice within 30 calendar days after the date of invoice, failing which you shall be liable for late payment interest as stipulated in the invoice.
15. You further agree that you shall at all times be solely responsible for your conduct, acts, and omissions in relation to the Trade Event.
16. You shall comply with all the provisions of the REP in connection with your application to participate and your actual participation in the Trade Event.
17. You consent to the release by the STB of the contents of your application to third parties as appropriate, including without limitation the Trade Event organiser, the STB's sponsoring organisations and other government agencies. You further consent to disclosure by the STB to the public that you have applied to participate or are participating in the Trade Event and any changes in your status as participant of the Trade Event.

### **Cancellation, Postponement and Withdrawal**

18. You acknowledge and agree that where the STB is the organiser of the Trade Event, the STB reserves the right at its sole discretion to cancel or change the date and/or the venue of the Trade Event and where STB is not the organiser of the Trade Event, the STB itself may at its sole discretion withdraw and not participate in the Trade Event (an "STB Withdrawal") and the Trade

Event organizer may cancel, postpone or change the date and/or venue of the Trade Event for any reason without notice or liability or compensation to the STB or you.

19. In the event of a cancellation of the Trade Event or an STB Withdrawal, your sole and exclusive remedy shall be to obtain from the STB a refund of the any fees paid by you (if any), including late payment interest (if any), that the STB has received from you. Where the date / time or venue of the Trade Event has been changed, the STB may offer you the option of cancelling your participation in the Trade Event at the changed date / time or venue. If you do decline to participate at the changed date / time or venue, and STB shall cancel your participation with no refund of any fees or other liability or compensation to you.
20. In the event of a cancellation by you of your participation in the Trade Event other than a cancellation due to the events set out in paragraphs 17 and 18, you acknowledge and agree to the following:
  - a. Whether or not there is a participation fee, should you fail to notify STB of your withdrawal at least 72 hours before the commencement of the Trade Event or fail to show up at the Trade Event, the following shall apply:
    - i. For the 1st event late withdrawal or no show: A caution will be issued to you; and
    - ii. For the 2nd event late withdrawal or no show: STB reserves the right to exclude you from registering for the next 3 Trade Events STB organises and/or participates in.

### **Indemnity**

21. You agree to waive, release, absolve and forever discharge STB, its agents and representatives (collectively, the "STB Releasees") from all and any responsibility, actions, claims, demands, obligations and/or liability arising from any loss or damage (including without limitation and to the extent permissible by law, physical injury, loss of life or property damage) sustained by you or caused as a result of your participation in the Trade Event, the use of any information or material supplied by you to the STB, your withdrawal from the Trade Event for any reasons or any acts and omissions of you or your staff (collectively, the "Liabilities").
22. Upon the STB's request, you shall procure that each of your employees, servants, agents or representatives attending or participating in the Trade Event executes and provides to the STB a "Release & Indemnity" in the form that the STB may from time to time specify. Failure to provide to the STB such executed "Release & Indemnity" shall be deemed to be a breach of these Terms and the STB may refuse to allow your employees, servants, agents or representatives to attend and/or participate in the Trade Event.
23. You shall indemnify and keep indemnified, STB, and the STB Releasees against all and any claims, demands, and/or liability brought against STB and the STB Releasees arising out of or in connection with the Liabilities above.

### **Force Majeure**

24. Neither you nor the STB shall be held liable for any delay in the performance or failure to perform its obligations (other than a payment obligation) under these Terms due to Force Majeure Events. "Force Majeure Events" shall be defined as any war, terrorism, riot, civil commotion, strike, lock-out, Act of God, fire, storm, flood, sabotage, earthquake, subsidence,

infectious disease, imposition of sanctions, embargo, epidemics, pandemics, health risks, quarantine requirements, accidents, collapse of buildings, nuclear, chemical or biological contamination, and any law or action taken by a government or public authority or by reason of any matter or thing beyond the control of a party that renders it reasonably or practically impossible from performing its obligations. Such delay or failure shall not constitute a breach of these Terms and the performance of the affected obligation will, by consultation between the parties, be exempted, modified or postponed by such period as is reasonable, provided always that such party has furnished to the other party evidence of the Force Majeure event and that it has used reasonable endeavours to avoid or limit the consequences of such event.

Notwithstanding the foregoing, the STB is not and shall not be responsible and shall not be held liable for any loss or damage arising from any delay, failure, interruption or unavailability of the Trade Event or any failure to transmit or receive or loss of application/registration information or loss of any other data due to network failure, Internet failure or any breakdown in telecommunication links.

### **General**

25. These Terms shall enure to the benefit of and be binding upon you and the STB and our respective successors in title or assigns. A waiver (whether expressed or implied) by a party of any of these Terms or of any breach of or default by the other party in performing any of those provisions shall not constitute a continuing waiver and that waiver shall not prevent the waiving party from subsequently enforcing any of these Terms not waived or from acting on any subsequent breach of or default by the other party under any of these Terms.
26. The invalidity, illegality or unenforceability of any of the provisions of these Terms shall not affect the validity, legality and enforceability of the remaining provisions of these Terms.
27. Nothing in these Terms shall be deemed to create a joint venture or partnership or any employer-employee or principal-agency relationship of any kind between you and the STB. Neither party shall have the right to contract on behalf of or bind the other party or make any commitment, representation or warranty for or on behalf of the other party.
28. A person who is not a party to this agreement has no right under the Contracts (Rights of Third Parties) Act (Chapter 53B) to enforce any of these Terms.
29. These Terms shall be governed by Singapore law and the parties submit to the exclusive jurisdiction of the Singapore Courts.
30. These Terms constitute the entire agreement between the STB and you with respect to your application and/or participation in the Trade Event and supersedes and cancels in all respects all previous communications, agreements and undertakings between the parties, whether written or oral.