

MEET THE WORLD AT JEWEL THIS CHRISTMAS
TERMS AND CONDITIONS

The following terms and conditions (“**Terms & Conditions**”) apply to **MEET THE WORLD AT JEWEL THIS CHRISTMAS (AUGMENTED REALITY EXPERIENCE) PROGRAMME** which runs from 19 November 2021 to 3 January 2022.

1. GENERAL

1.1. In these Terms & Conditions, the following words shall have the meanings as ascribed to them as follows:

“**AR Gameplay**” means the augmented reality game hosted on the Microsite whereby Participants can collect passport stamps using their mobile devices as they explore the Shiseido Forest Valley.

“**AR Interactive Experience**” means the augmented reality interactive experience provided via the Microsite which makes the set display pieces in the Shiseido Forest Valley come alive and lets Participants capture unique photographs for their own keepsake.

“**Business Day**” means a day (excluding Saturdays, Sundays and public holidays) on which banks generally are open for business in Singapore.

“**Force Majeure Event**” shall have the meaning ascribed to it in Clause 11.1.

“**Indemnified Party**” shall have the meaning ascribed to it in Clause 9.2.

“**JCAT**” means Jewel Changi Airport Trustee Pte. Ltd. (Company Registration Number 201334181C), a company incorporated in Singapore under the Companies Act (Cap. 50) and acting in its capacity as Trustee Manager of Jewel Changi Airport Trust.

“**Organiser**” means JCAT and its authorised partners and agents .

“**Parties**” means the Organiser and the Participants collectively, and “**Party**” means any one of them.

“**Participants**” means members of the public participating in MEET THE WORLD AT JEWEL THIS CHRISTMAS (AUGMENTED REALITY EXPERIENCE) PROGRAMME.

“**Personal Data**” has the meaning set out in the Personal Data Protection Act 2012 of Singapore as may be amended, consolidated, re-enacted or replaced from time to time;

“**Microsite**” refers to the MEET THE WORLD AT JEWEL THIS CHRISTMAS (AUGMENTED REALITY EXPERIENCE) PROGRAMME microsite that may be accessed by Participants by scanning a QR code using their mobile device and which provides Participants with the AR Interactive Experience and facilitates the AR Gameplay.

“**Privacy Policy**” means the Organiser’s privacy policy as may be amended from time to time and which may be found at <https://www.jewelchangiairport.com/en/privacypolicy.html>.

- 1.2. Where the context so requires, the use of the masculine gender shall include the feminine and/or neuter genders and the singular shall include the plural, and vice versa.
- 1.3. The Organiser makes no representation, warranty or undertaking whatsoever as to any implied terms or conditions or as to the accuracy, completeness and timeliness of any content or information contained on its official website, on the Microsite or on any of the MEET THE WORLD AT JEWEL THIS CHRISTMAS (AUGMENTED REALITY EXPERIENCE) PROGRAMME related collaterals/materials. All information is accurate at time of print/publishing. The Organiser shall not be liable for any dissatisfaction, damages, loss, injury or inconvenience arising from any error in the materials published online or printed in relation to MEET THE WORLD AT JEWEL THIS CHRISTMAS (AUGMENTED REALITY EXPERIENCE) PROGRAMME.
- 1.4. The Organiser reserves the sole right and discretion to amend, modify or delete any content/information on its official website, on the Microsite or on any MEET THE WORLD AT JEWEL THIS CHRISTMAS (AUGMENTED REALITY EXPERIENCE) PROGRAMME related collaterals/materials, and to vary or amend these Terms & Conditions at any time, without providing any prior notice. Any such changes to these Terms & Conditions shall be effective and binding once it has been updated on the Microsite or Jewel Changi Airport's official website.
- 1.5. In the event of any inconsistency between these Terms & Conditions and any other information relating to MEET THE WORLD AT JEWEL THIS CHRISTMAS (AUGMENTED REALITY EXPERIENCE) PROGRAMME contained on Jewel Changi Airport's official website or on digital or print media collaterals, these Terms & Conditions shall prevail.
- 1.6. These Terms & Conditions may be translated into another language other than English. In the event of any inconsistency between the English language version and any other translation language hereof, the English language version shall prevail.
- 1.7. All decisions made by the Organiser regarding the interpretation and application of these Terms & Conditions shall be final and conclusive in each case.

2. ACCEPTANCE OF TERMS AND CONDITIONS

- 2.1. By using the Microsite to participate in MEET THE WORLD AT JEWEL THIS CHRISTMAS (AUGMENTED REALITY EXPERIENCE) PROGRAMME, the Participant acknowledges that he has read, understood and agreed to be bound by these Terms & Conditions, including all amendments, additions, replacements and modifications as may be made by the Organiser from time to time.
- 2.2. The Participant warrants that he/she has the legal capacity to be bound by these Terms & Conditions. If the Participant is a minor or does not have adequate legal capacity, the Participant represents that a parent or legal guardian has consented (and agrees to be legally responsible) on the Participant's behalf.

3. AR INTERACTIVE EXPERIENCE REQUIREMENTS

- 3.1. To enjoy the AR Interactive Experience, Participants are required to scan a QR code with their mobile device, which would direct them to the Microsite. Participants would then be required to either LOGIN/REGISTER or CONTINUE AS GUEST and allow access to Camera to view AR effects.
- 3.2. To save photos/videos that were taken using the Microsite, Participants must allow access to Camera Roll for photos/videos to be saved.

4. AR GAMEPLAY REQUIREMENTS

- 4.1. Participants are required to LOGIN/REGISTER on the Microsite. If Participants choose to CONTINUE AS GUEST, they will not be able to participate in the AR Gameplay.
- 4.2. Participants will be able to find passports which would appear randomly on the Microsite when they explore the Shiseido Forest Valley. Participants are to click on these passports to receive different passport stamps. All passport stamps are released daily and are unique for each week of the programme.
- 4.3. Example* of passport stamps that can be collected each week:

Active Week 1 (19 Nov – 28 Nov)



Inactive Week 2 (29 Nov – 05 Dec)



*illustrative purposes only

- 4.4. Only stamps that have been successfully collected during an active week will appear in colour on the Microsite. Stamps which have yet to be collected or stamps collected during inactive weeks will appear in grey on the Microsite.

- 4.5. Participants who have collected 3 different stamps during an active week would be entitled to redeem free entries into the Canopy Park Attraction for 2 persons during that active week (up to 500 redemptions per day). Participant may redeem their entries by presenting the 3 different stamps collected at the Canopy Park entrance on their mobile device for entry into the Canopy Park Attraction [within the same active week]. The free entries into the Canopy Park Attraction shall be valid only during the same active week that redemption was made.
- 4.6. Participants who have collected 4 different stamps during an active week would be entitled to redeem 2 free Canopy Bridge Attraction tickets and S\$5 Jewel Retail Voucher within the period of 19 November 2021 to 3 January 2022 (up to 25 redemptions per day). Participants may make the redemptions at L1 Jewel Changi Airport Concierge Counter from 10am to 10pm.
- a. 2 free Canopy Bridge tickets will be valid for one time entry from period of 19 November 2021 to 12 January 2022.
- b. S\$5 Jewel Retail Voucher with a min. spend of \$30 valid for 10 days including date of issuance (for e.g. redemption made on 3 January 2022 will receive Retail Voucher which would be valid till 12 January 2022).
- 4.7. Redemptions are on a first come, first served basis and subject to availability.
- 4.8. The Organiser reserves the right to change or modify the redemption prizes at its sole discretion, without prior notice to Participants.
- 4.9. All terms and conditions for Jewel Attractions and Jewel Vouchers shall apply. Please refer to [https://www.jewelchangiairport.com/content/dam/jca-project/Attractions/Terms-conditions/Terms%20and%20Conditions%20for%20attractions%20in%20Jewel%20Changi%20Airport%20\(Legal%202021.1.25\)%20English.pdf](https://www.jewelchangiairport.com/content/dam/jca-project/Attractions/Terms-conditions/Terms%20and%20Conditions%20for%20attractions%20in%20Jewel%20Changi%20Airport%20(Legal%202021.1.25)%20English.pdf) and <https://www.jewelchangiairport.com/en/Jewel-Vouchers.html> for more details.

5. COMPLIANCE WITH LAWS, REGULATIONS AND RESTRICTIONS

- 5.1. All Participants shall comply with, in addition to these Terms & Conditions, all laws and regulations as well as the rules and guidelines of the Organiser.
- 5.2. The MEET THE WORLD AT JEWEL THIS CHRISTMAS (AUGMENTED REALITY EXPERIENCE) PROGRAMME is conditional on the Organiser obtaining all applicable licenses and/or permits from regulatory authorities.

6. PERSONAL SAFETY AND SECURITY OF BELONGINGS

- 6.1. All Participants are reminded to be aware of their surroundings while they enjoy and participate in the MEET THE WORLD AT JEWEL THIS CHRISTMAS (AUGMENTED REALITY EXPERIENCE) PROGRAMME.
- 6.2. Participants shall be responsible for their own safety and security of their own belongings/property.

7. PERSONAL DATA AND PRIVACY

- 7.1. Participation in the MEET THE WORLD AT JEWEL THIS CHRISTMAS (AUGMENTED REALITY EXPERIENCE) PROGRAMME may require the collection, use, processing and disclosure of

Participants' Personal Data (such as full name and email address). By selecting LOGIN/REGISTER and successfully creating a user account on the Microsite, Participants consent to the Organiser's collection, use and disclosure (to its subsidiaries, affiliates, service providers, partners and vendors where required) of the Participant's Personal Data for the purposes of conducting and administering the MEET THE WORLD AT JEWEL THIS CHRISTMAS (AUGMENTED REALITY EXPERIENCE) PROGRAMME in Jewel Changi Airport, providing and facilitating the AR Gameplay and the redemption of prizes; matching of Personal Data collected on the Microsite with other data that the Organiser has in its other databases so as to optimise business operations and improve service standards; conducting statistical analysis so as to improve the products and services offered; providing relevant and personalised content to Participants via their email address registered on the Microsite and for the Organiser to fulfil its obligations under these Terms & Conditions (collectively the "**Relevant Purposes**"); in accordance with the Personal Data Protection Act 2012, all applicable privacy laws and [Jewel Changi Airport's Privacy Policy](#).

- 7.2. Participants represent and warrant that their Personal Data which they disclose to the Organiser via the Microsite is complete and accurate. The Organiser shall not be held liable and shall be fully indemnified by the Participant for any incorrect or inaccurate Personal Data provided. Where the Participant has provided the Personal Data of a third party, Participants represent and warrant that they have obtained the consent from such third party and shall be deemed to have full authority to disclose such third party's Personal Data to the Organiser on the Microsite. The Participant agrees to indemnify the Organiser for any unauthorised disclosure of Personal Data of such third parties.
- 7.3. Participants consents to the Organiser communicating to them information about the MEET THE WORLD AT JEWEL THIS CHRISTMAS (AUGMENTED REALITY EXPERIENCE) PROGRAMME; transactional announcements and service announcements related to the MEET THE WORLD AT JEWEL THIS CHRISTMAS (AUGMENTED REALITY EXPERIENCE) PROGRAMME; and amendments to these Terms & Conditions (the "**Programme Updates**") via the email address provided on the Microsite.
- 7.4. Participants may at any time, unsubscribe from the Programme Updates by updating their subscription preferences by clicking on "unsubscribe" located at the bottom of the email communication or by writing in to us at the contact information provided below. However, Participants should note that should he choose to do so, he would not be able to enjoy the full benefits/privileges or experience of the MEET THE WORLD AT JEWEL THIS CHRISTMAS (AUGMENTED REALITY EXPERIENCE) PROGRAMME.
- 7.5. To promote and advertise the MEET THE WORLD AT JEWEL THIS CHRISTMAS (AUGMENTED REALITY EXPERIENCE) PROGRAMME, the Organiser reserves the right to engage authorised photographers and videographers to take photographs and/or video recordings of Participants at the programme venues in Jewel Changi Airport. By participating in the MEET THE WORLD AT JEWEL THIS CHRISTMAS (AUGMENTED REALITY EXPERIENCE) PROGRAMME, Participants consent to being photographed and recorded by authorised photographers and videographers at the programme venues in Jewel Changi Airport and consent to the Organiser's use of such images, films or recordings for creating marketing and publicity materials for public transmission.
- 7.6. The Participant agrees to fully indemnify the Organiser against any loss or damage that may result from a breach of Clause 7.

8. **THE ORGANISER'S WARRANTIES**

- 8.1. The MEET THE WORLD AT JEWEL THIS CHRISTMAS (AUGMENTED REALITY EXPERIENCE) PROGRAMME is provided to all Participants free-of-charge on an “as-is” basis.
- 8.2. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ORGANISER DECLAINS ALL WARRANTIES OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. THE ORGANISER MAKES NO WARRANTY THAT MEET THE WORLD @ JEWEL (AUGMENTED REALITY EXPERIENCE) PROGRAMME AND THE MICROSITE WILL MEET THE EXPECTATIONS OF PARTICIPANTS, BE ACCURATE, COMPLETE, ERROR-FREE, RELIABLE OR AVAILABLE.

9. LIABILITY AND INDEMNITY

- 9.1. To the fullest extent permitted by law, the Organiser shall not be liable in contract, tort (including negligence) or otherwise, for any direct, indirect or consequential loss or damage, cost and expense or loss of profits/earnings, arising out of or in connection with:
- a. any delay, corruption or destruction of data or systems (including but not limited to those caused by any virus or other malicious code), transmission error or inaccessibility of the Microsite (arising from the upgrading or modification of the Microsite or due to system downtime);
 - b. the access or use of the Microsite;
 - c. the wilful or negligent acts or omissions of the Participants or third parties; or
 - d. the MEET THE WORLD AT JEWEL THIS CHRISTMAS (AUGMENTED REALITY EXPERIENCE) PROGRAMME.
- 9.2. Participants agree to indemnify and hold harmless the Organiser and its directors, officers, employees, agents and contractors (including its authorised partner/agent, its property manager Jewel Changi Airport Devt Pte Ltd and their employees) (each an “**Indemnified Party**”) from and against all claims, demands, chose in action, judgments, suits, proceedings, liabilities, costs, expenses, damages and losses, including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties, legal costs (calculated on a full indemnity basis and including solicitor and client costs) and all other costs and expenses suffered or incurred by an Indemnified Party arising out of or in connection with the Participant’s wilful acts, negligent acts or omissions; and/or any breach of these Terms & Conditions.

10. NOTICES

- 10.1. Unless otherwise expressly provided herein, all notices to be provided by the Organiser to Participants shall be deemed to be duly served on the Participant if such notice was sent by:
- a. Electronic mail (email) to the email address provided by the Participant on the Microsite; or
 - b. Uploaded onto Jewel Changi Airport’s official website.

- 10.2. Where these Terms & Conditions provide for the Organiser to notify Participants by posting a notice on Jewel Changi Airport's official website:
- a. such posting shall constitute sufficient notice to the Participants; and
 - b. such notice shall, unless otherwise specified, take effect from the time of posting on Jewel Changi Airport's official website.
- 10.3. All notices from Participants shall be served on the Organiser:
- a. By Post, to:

Jewel Changi Airport Trustee Pte Ltd
As Trustee Manager of Jewel Changi Airport Trust
78 Airport Boulevard #B3-200
Singapore 819666
Attention: User Experience Department

Or
 - b. By Email, to:
contact.us@jewelchangiairport.com
Attention: User Experience Department
- 10.4. All notices served under Clause 10.4 shall be deemed to be duly served:
- a. if sent by registered post, at 9.00 am on the third (3rd) Business Day after posting; or
 - b. if it is sent by email, at the time of transmission provided no delivery failure notification is received and in provided the time of transmission is between the hours of 9.00 am and 5.00 pm on a Business Day and if transmission takes place outside such hours, the communication shall be deemed served on the next Business Day.

11. **FORCE MAJEURE**

- 11.1. The Organiser shall not be liable for any claims, losses, damages, costs and expenses resulting from any its failure to perform any of its obligations hereunder if such failure results from a cause or causes beyond the reasonable control of the Organiser, including but not limited to, government regulations, threat of terrorism, war, labour trouble, strikes, fire, natural disasters, risk of infection, quarantine orders and precautions, epidemic/ pandemic outbreaks, casualties or inability beyond the Organisers reasonable control (each a "**Force Majeure Event**").
- 11.2. If the Organiser is prevented by a Force Majeure Event from performing or observing its obligations under this Terms & Conditions, the Organiser will, on a best efforts basis, seek to remove, remedy or mitigate the cause or effect of the Force Majeure Event, and if such actions to remedy or mitigate the Force Majeure Event is unsuccessful, the Organiser shall be released from the performance or

observance of the Terms & Conditions to the extent that such performance or observance is prevented by the Force Majeure Event.

12. GENERAL

- 12.1. Integrity, Security and Availability of Microsite: The Organiser does not guarantee that the availability of the Microsite or the uninterrupted or satisfactory use of the Microsite by Participants. The Organiser make no representations and warranties, and disclaim all representations and warranties, whether express or implied, regarding the Microsite and its contents, including but not limited to, the accuracy, completeness, reliability, timeliness, non-infringement of proprietary rights, title, merchantability, satisfactory quality, suitability for any particular purpose, availability of the Microsite, and that the Microsite is free of virus or other harmful elements. Any losses incurred or sustained by Participants in using the Microsite and/or in transmitting payment information shall be borne solely and exclusively by the Participants and in no event shall any such losses in whole or in part be borne by the Organiser.
- 12.2. Waiver and Remedies: No failure on the part of the Organiser to exercise, and no delay on its part in exercising any right or remedy under this Terms & Conditions will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights provided in this Terms & Conditions are cumulative and not exclusive of any rights or remedies provided by law.
- 12.3. Assignment/Transfer: The Participant shall not assign or transfer his/her rights or obligations under these Terms & Conditions or any part thereof, without the prior written consent of the Organiser.
- 12.4. Third Party Rights: Other than the Parties, a person or entity who is not a party to these Terms & Conditions has no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce these Terms & Conditions.
- 12.5. Governing Law and Dispute Resolution: These Terms & Conditions shall be construed and governed in accordance with the laws of Singapore. The Parties hereby submit to the exclusive jurisdiction of the Singapore Courts.

(Version dated 11 October 2021)