TERMS AND CONDITIONS FOR JEWEL’S EVENT - “EVENING OF ENCHANTMENT” TICKETING AND ENTRY (the “Event”)

Save as otherwise provided herein, these T&Cs (as defined below) apply to all Tickets (as defined below) for entry, use and enjoyment of “EVENING OF ENCHANTMENT” (as defined below) at Jewel Changi Airport.

By purchasing the Tickets, the Ticket Purchaser (as defined below) is deemed to have read, accepted, and agreed to be bound by these T&Cs. If the Ticket Purchaser bought the Tickets on behalf of others, it is the Ticket Purchaser’s responsibility to draw each Ticket User’s attention to these T&Cs, and ensure that each Ticket User has read and understood the T&Cs. By utilizing the Tickets, such Ticket User is deemed to have read, accepted and agreed to be bound by these T&Cs.

By purchasing and/or utilising the Tickets, the Ticket Holder is deemed to be at least 18 years old and have legal capacity to enter and form binding contracts under applicable law. If a Ticket Holder is below 18 years old, he must, and will be deemed to have in any event, obtained consent from his parent(s) or legal guardian(s), their acceptance of these T&Cs and their agreement to take responsibility for his acts and omissions in connection with his use of the Tickets for entry into the Event, as the case may be.

1. DEFINITION AND INTERPRETATION

1.1 In these T&Cs, the following words and phrases shall have the meanings hereby assigned to them, except where the context otherwise requires:

“Management”: means Jewel, who has decision making authority regarding the Event

“Organisers”: means collectively, Jewel, their directors, employees, agents and all other persons acting in any capacity on their behalf in respect of the Event;

“T&Cs”: means these terms and conditions stated herein that may be amended, supplemented or modified from time to time;

“Tickets”: means all tickets or such other item or instrument as decided by the Organisers from time to time which grants the Ticket Holder access to the Event; such as QR codes, confirmation emails and letters.

“Ticket Holders”: mean the Ticket Purchaser and the Ticket User collectively, and “Ticket Holder” shall be construed accordingly.

“Ticket Purchaser”: means the person who purchases the Tickets, regardless whether the purchase of the Tickets was for himself/herself or for the Ticket Users.

“Ticket User”: means a person using/utilising the Tickets, but who did not personally purchase the Tickets.

“CAG”: means Changi Airport Group.
“Notice”: means a notification or communication in any form that conveys information to a party in relation to the Event.

1.2 The headings in these T&Cs are for convenience only and shall not affect the interpretation of these T&Cs.

1.3 The use of “We”, “Our” and “Us” herein refers to Jewel and CAG collectively.

1.4 In these T&Cs unless the context otherwise requires the following rules of interpretation apply:

   a) Words importing the singular shall include the plural and vice versa and words importing a specific gender shall include all other genders (male, female or neutral); and

   b) Words importing a person shall include a firm, partnership, entity, organization, association, trust, company, or corporation and vice versa.

2. TICKETING

2.1 Tickets are subject to availability and may be purchased on CAG’s phone application (Changi App) via PlayPass. Ticket prices are inclusive of GST.

2.2 The cut-off time for the purchase and redemption of tickets, and entry into the Event venue, will be 45 minutes before the Event ends (8.15pm), and no refund or compensation will be made for any unredeemed Tickets. Tickets may also be purchased even as the Event is running.

2.3 Once the Tickets have been issued, they are non-exchangeable and non-refundable (save as otherwise provided for in Clause 5 below).

2.4 Tickets are only valid until the last 45 minutes of the Event (8.15pm), after which, any redemption of tickets would not be entertained and entry into the Event venue will not be allowed. The Management shall not entertain any exchange or refund application should a Ticket Holder fail to utilise the Ticket within the stated time period on the Ticket.

2.5 The Management reserves the right to invalidate any Tickets in connection with any fraudulent/unauthorized resale transaction and deny entry of any such Ticket Holder to the Event, as the case may be, without refund or compensation.

2.6 Tickets shall not be used for advertising or other commercial purposes (including competition prizes, or trade incentives, lotteries, sweepstakes or draws, whether for commercial or charitable purposes) without the prior written consent of the Management, as the case may be, who may withhold such consent at their sole and absolute discretion.

2.7 The Management may anytime at its sole discretion change the prices of the Tickets, and no claims or refund shall be entertained due to any changes in the Ticket prices. To be eligible for certain
discounts (such as Mastercard Cardholders Special), proof thereof shall be furnished at the Authorized Points of Sale. Any promotion, discount or offer may not be used in conjunction with any other promotion, discount or offer.

2.8 Tickets presented for redemption will be honoured only if they are the actual QR codes in the Changi app or actual confirmation email, screenshots will not accepted as a viable alternative to the actual QR code or confirmation email.

2.9 Each Ticket is for a one (1) time use only and admits only one (1) person (age 3 and above) for the Event. The Management may, at its sole discretion, allow infants-in-arms and/or children below the stipulated minimum age to enter the Event.

2.10 Upon entry, Ticket Holders will be issued with a wristband for verification purposes. This wristband also serves to facilitate re-entry into the Event venue. The Ticket Holder must keep their wristband safe and in good condition as no replacement or refund will be made for lost, stolen, defaced, damaged or tempered wristbands. Wristbands which are altered, tempered, damaged, defaced, or illegible will be denied entry into the Event venue.

3. CONDITION OF ENTRY AND PARTICIPATION

3.1 For tickets purchased under the PlayAtJewel Members Special price, the Ticket Holders must be present with his/her PlayAtJewel membership to enter. Verification of PlayAtJewel membership will be conducted at point of entry.

3.2 The Ticket Holder acknowledges and accepts that there are inherent risks and dangers associated with the Ticket Holder’s participation at the Event and that participation at the Event is at the Ticket Holders’ own risk. Ticket Holders agree, acknowledge, and accept the risks, the limitation of liabilities and the indemnities as set out in Clause 4.

3.3 Ticket Holders agree, acknowledge, and accept our privacy terms and our Privacy Policy as set out in Clause 6.

3.4 Consumption of food and beverages is strictly prohibited at the Event. For the safety of all our guests, our Staff may search any Ticket Holder and inspect personal and/or hand carry baggage and may refuse bags or other items brought into the Event venue.

3.5 Ticket Holders shall not be allowed to enter the Event venue while under the influence of drugs or alcohol.

3.6 If a Ticket Holder is pregnant/expecting, has a pre-existing medical condition or is feeling unwell, the Ticket Holder’s decision to carry attend the Event will be at his/her own risk and liability.
3.7 The Management reserves the right to refuse entry or to remove Ticket Holders from the Event venue for vandalising property, offensive or unruly behaviour, jumping queue lines, fighting, failure to adhere to the posted instructions, failure to follow the instructions or the direction of our Staff, failure to adequately supervise other Ticket Holders who are under their care, failure to comply with these T&Cs, and for all other behavior which the Management in its sole discretion considers inappropriate and which constitute a source of danger nuisance or annoyance to himself or to any other persons. The Management shall not be obliged to refund the cost of any Ticket to such persons who have been refused admission or were asked to leave the Event venue.

3.8 Any person between 4 to 12 years of age will require a Ticket for entry into the Event venue and must be accompanied and supervised at all times by his/her parents/guardians who themselves must also hold a Ticket for admission.

4. ACCEPTANCE OF RISK, LIMITATION OF LIABILITY AND INDEMNITIES

4.1 In consideration of being permitted to enter the Event venue, the Ticket Holder acknowledges and understands that there are inherent risks and hazards arising from his/her and/or his/her child’s/wards’ participation in the Event which may result in property damage, bodily injury, permanent disability and/or even death. The Ticket Holder acknowledges that while the Organisers have taken adequate steps to minimize these risks and hazards, he/she accepts that these risks and hazards may not have been eliminated and he/she (and where applicable, on behalf of his child/ward) agrees to participate in the Event at his/her own risk and he (and where applicable, on behalf of his child/ward) expressly assumes and accepts all risks and hazards in relation thereto.

4.2 To the fullest extent permitted by law, the Ticket Holder (and where applicable, on behalf of his/her child/ward) hereby:

4.2.1 Waives the right to any and all claims, suits or demands, and releases and discharges the Organisers from any and all liability (howsoever caused) in contract, tort (including negligence) or otherwise, for any (i) direct loss, (ii) indirect or consequential loss, (iii) damage, (iv) cost and expense or (v) loss of profits incurred or suffered by him and/or his child/ward arising directly or indirectly in connection with his and/or his child/ward’s participation in the Event;

4.2.2 Agree to indemnify, defend and hold harmless the Organisers against all and any losses, claims, damages, costs, expenses (including any legal fees) suffered or incurred by the Organisers and arising directly or indirectly in connection with his/her and/or his/her child/ward’s participation at the Event; and acknowledge that he/she (and where applicable, on behalf of his/her child/ward) may be liable to other individuals for their loss to property and/or bodily injury or death arising from his (or his child/ward’s) irresponsible, deliberate, reckless or negligent behavior when participating in the Event and he (and where applicable, on behalf of his/her child/ward) authorizes and agrees that the Organisers may, at his/her own cost, expense and liability, take all reasonably necessary steps to mitigate and/or manage the loss and/or injury caused.
4.3 Where the Ticket Holder is responsible for a minor (whether as parent, legal guardian, custodian or otherwise), he/she agrees to be bound by the foregoing provisions on the minor’s behalf and he undertakes full responsibility for the minor’s safety and to directly supervise him/her at all times.

5. TICKETING EXCHANGE AND REFUND

5.1 Tickets cannot be exchanged or refunded unless the event is cancelled, or where there is a material change to the programme of the event. A ‘material’ change is a change which, in the Organisers reasonable opinion, makes the Event materially different to the Event that purchasers of the Ticket, taken generally, could reasonably expect. Please note that the following are not deemed to be a ‘material’ change: changes of any performing act; changes to key performing individuals; changes to the programme flow; curtailment of the event where the majority of an event is performed in full; and delays to the starting of the event.

5.2 It is the Ticket Holder’s responsibility to ascertain whether an Event has been cancelled. Where the Event is cancelled, the Organisers will reasonably endeavor to notify Ticket Holders via email. The Organisers do not and cannot guarantee that the Ticket Holders will be informed of such cancellation before the date of the Event.

5.3 “Force Majeure” means any cause beyond the Organisers’ control including, without limitation, act of God, war, insurrection, riot, civil disturbances, acts of terrorism, fire, explosion, flood, epidemic and/or pandemic, national mourning, theft of essential equipment, malicious damage, strike, lock out, weather, third party injunction, national defense requirements, acts or regulations of national or local governments. The Organisers will not be liable to the Ticket Holders for failure to perform any obligation under the Conditions to the extent that the failure is caused by Force Majeure.

5.4 The total refund for a Ticket shall be the face value of the Ticket purchased. Personal arrangements including travel, subsistence, hospitality or accommodation relating to the Event which have been arranged by the Ticket Holders are at their own risk. The Organisers shall not be liable for any loss of enjoyment or wasted expenditure in addition to refunding the face value of the Ticket.

5.5 For the Ticket Holders to claim their refund, please contact the Organisers strictly within one (1) month from the date of a notice by the Organisers informing of the event cancellation. Such unrefunded sums shall be dealt with at PlayPass and the Management’s sole discretion. Following confirmation from the Organisers that the Ticket Holder is eligible for a refund, the refund will be made in accordance with the payment method used at the time of purchase. Refunds will only be made to the person who purchased the Tickets and proof of purchase is required.

5.6 For Ticketing exchange or refund, Ticket Holders will have to produce the the accompanying receipt/proof of purchase. As part of the refund process, the identity of the Ticket Holder applying for an exchange or refund may be recorded by our customer service officers, and Ticket Holders applying for such Ticket exchange or refund consent to the collection of such information in accordance with our Privacy Policy. Please refer to Clause 6 for our Privacy Policy.
5.7 For any refunds of Tickets, the Ticket Holder should contact the Organisers at marcom@jewelchangiairport.com and the Organisers will assess refunds on a case-by-case basis.

6. PHOTOGRAPHS, RECORDINGS AND PRIVACY POLICY

6.1 The Organisers and/or PlayPass collects personal data about each Ticket Holder which is necessary to manage and operate the Event. By purchasing and/or utilising the Tickets, the Ticket Holder consent to the Organisers and/or PlayPass collecting, using, disclosing, storing and processing the personal data of the Ticket Holder in accordance with these T&Cs and its own respective Privacy Policy. Jewel’s Privacy Policy is available at https://www.jewelchangiairport.com/content/jca/en/privacypolicy.html and CAG’s Privacy Policy is available at http://www.changiairport.com/en/privacy-policy.html.

6.2 The Management reserves the right to allow into the Event venue, authorized photographers and videographers for photography and/or video recordings for advertising and/or promotional purposes. Ticket Holders consent to being photographed and recorded by authorized photographers and videographers as guest at the Event to the use of such images, films or recordings for public transmission and for the marketing and publicity materials of Jewel and/or CAG.

7. MISCELLANEOUS

7.1 These T&Cs shall be governed by the laws of Singapore and the parties hereby agree to submit to the exclusive jurisdiction of the courts of Singapore.

7.2 The Management reserves the right to amend, modify or revise these T&Cs as well as any guidelines, notices, operating rules and instructions of the Event, as the case may be, at its sole discretion from time to time. The Updated T&Cs shall be posted on the T&Cs Website mentioned above and/ the Authorised Points of Sale and shall take effect on the date of such posting, superseding the earlier version of the T&Cs and governing all Tickets (whether issued or otherwise). It is the Ticket Holders responsibility to check the T&Cs Website periodically for changes to the T&Cs. If the Ticket Holder does not consent to such amendments or modifications, the Ticket Holder shall not use the Tickets for entry into the Event. Following such amendments or modifications, if the Ticket Holder nevertheless uses the Tickets to enter the Event, the Ticket Holder will be deemed to have irrevocably consented to such amendments or modifications and agreed to be bound by them.

7.3 Each of the provisions of these T&Cs are severable from the other provisions. If any such provision or part thereof is or becomes invalid, unenforceable or illegal in any respect, such provision or part thereof, shall, to that extent that such provision is invalid, be deemed not to form part of these T&Cs, but the validity, enforceability or legality of the remaining provisions shall not in any way be affected or impaired thereby.
7.4 In the event of conflict between the terms and conditions stated on the confirmation email or letter and these T&Cs, then these T&Cs shall prevail.

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