TERMS AND CONDITIONS FOR JEWEL-RASSIC QUEST

Save as otherwise provided herein, the following Terms & Conditions ("**T&Cs**") apply to all Tickets for the participation in the Jewel-rassic Quest which also includes, for each ticket, a single entry into the Canopy Park for one (1) adult located in Jewel Changi Airport.

By purchasing and/or utilising the Tickets, the Ticket Holder is deemed to have read, accepted and agreed to be bound by these T&Cs and the Terms and Conditions of the Attractions. If the Ticket Purchaser buys Tickets on behalf of others, it shall be the Ticket Purchaser's responsibility and the Ticket Purchaser undertakes to draw each of the Ticket Users' attention to these T&Cs, which may be found at <u>www.jewelchangiairport.com/en/attractions terms</u> (the "**T&Cs Website**") or at the other Authorised Points of Sale and the Terms and Conditions of the Attractions which may be found at <u>https://www.jewelchangiairport.com/en/attractions/canopy-park.html</u> or at the other Authorised Points of Sale, and ensure that each of the Ticket Users has read and understood these T&Cs and the Terms and Conditions of the Attractions the terms and Conditions of the Attractions terms (the set terms and the Terms and the Terms and Conditions of the Attractions which may be found at <u>https://www.jewelchangiairport.com/en/attractions/canopy-park.html</u> or at the other Authorised Points of Sale, and ensure that each of the Ticket Users has read and understood these T&Cs and the Terms and Conditions of the Attractions.

By purchasing and/or utilising the Tickets, the Ticket Holder represents and warrants that he/she is at least 18 years old and has legal capacity to enter into and form binding contracts under applicable law. If a Ticket Holder is below 18 years old, he/she must, and shall be deemed to have, in any event, obtained consent from his/her parent(s) or legal guardian(s) of their acceptance of these T&Cs and the Terms and Conditions of the Attractions, and their agreement to take responsibility for his/her acts and omissions in connection with his/her use of the Ticket for participation in the Jewel-rassic Quest and/or his/her entry into the Canopy Park.

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:

"Attractions"	: mean Jewel Attractions;
"Attraction Staff"	: means the staff/employees manning the Attractions;
"Authorised Points of Sale"	: has the meaning ascribed to it in Clause 2.1;
"Canopy Park"	: means the attraction called the "Canopy Park" located at level 5 of Jewel Changi Airport;
"Jewel-rassic Quest"	: means the experience of gameplay using the provided tablet (which is also called the " Timelens ") around Jewel Changi Airport and the Attractions within the selected timeslot;
"T&Cs"	: means these terms and conditions, as amended, supplemented and/or modified from time to time;
"Tickets"	: means all tickets (physical or electronic), vouchers, RFID tag, memberships, packages or such other item or instrument as decided by Jewel, from time to time, which grants the Ticket Holder access to participate in the Jewel-rassic Quest and/or entry into the Canopy Park;
"Ticket Holders"	: mean the Ticket Purchaser and/or the Ticket User, and "Ticket Holder" shall be construed accordingly as the context so requires;
"Ticket Purchaser"	: means the person who purchases the Tickets, regardless of whether the intended Ticket User is the Ticket Purchaser or not;

"Ticket User"	: means a person utilising the Tickets to participate in the Jewel-rassic Quest and/or otherwise to gain entry into the Canopy Park;
"Timelens"	: means the tablet that serves as the medium for participation in the Jewel-rassic Quest, and shall also include accessories issued by Jewel for use with the Timelens (as the context so requires);

"Jewel / Management" : means Jewel Changi Airport Trustee Pte. Ltd.;

- 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.
- 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, organisation, association, trust, company or corporation and vice versa.

2. TICKETING

- 2.1. Tickets are subject to availability and may be purchased on the official website of Jewel at [weblink], customer service counters located in and around Jewel Changi Airport, and through 3rd party ticketing agents or such other authorised points of sale as may be determined by the Management from time to time (collectively the "Authorised Points of Sale"). All Ticket prices are inclusive of Goods & Services Tax, but exclusive of the Deposit.
- 2.2. Ticket admission prices includes (a) rental of one (1) Timelens and other related components (earphones, splitter, etc.) as may be necessary for the participation in the Jewel-rassic Quest; and (b) a single entry access for one (1) adult to the Canopy Park (refer to clause 4.1); and complimentary digital photos sent via email. Ticket admission does not include any food and beverages, merchandise, or printed photo or video entitlements (unless otherwise stated on the Ticket).
- 2.3. Each Ticket Holder shall be required to pay Jewel a deposit of SGD\$50.00 (the "**Deposit**") in order to rent <u>one (1) Timelens</u> only. Deposit(s) shall be paid to Jewel at L1 concierge counter via one of the approved modes of payment as stated at the concierge counter (which does not include NETS payment). Any refund of the Deposit shall be made via the original mode of payment.
- 2.4 Jewel reserves the right to refuse the refund of the Deposit <u>and</u> seek compensation (where appropriate, and as determined at the sole discretion of Jewel) if:
 - a) The Timelens is not returned within the allowed usage time (refer to Clause 2.4);
 - b) The Timelens is returned in a damaged state (refer to Clause 2.5); and/or
 - c) The Timelens is in any event, not returned at all (refer to Clause 2.6).
- 2.4. Each Ticket Holder will be allowed a **maximum** gameplay time of **90 minutes** inclusive of the time taken to conduct the narrative segment as shown on the countdown timer in the Timelens, but exclusive of the time taken to conduct the briefing and payment of the Deposit. Upon the expiry of the 90 minutes of gameplay time allowed, the Timelens will alert the player that their gameplay time has expired. The Ticket Holder shall thereafter be allowed a maximum of **15 minutes** to return the Timelens to the L1 concierge counter (i.e. the same location at which the Ticket Holder paid his/her

Deposit) (the "Grace Period"). For every 10 minutes after the Grace Period (or part thereof), SGD\$10.00 shall be deducted from the Deposit. If the Timelens is still not returned after the Deposit is fully deducted, SGD\$10.00 shall be charged to the Ticket Holder for every 10 minutes (or part thereof).

2.5. In the event that the Timelens is returned in a damaged state (as determined at the sole discretion of Jewel), Jewel reserves the right to charge the Ticket Holder such sums as necessary to repair, restore and/or replace the Timelens (as applicable). <u>A pre-estimation of the costs and/or charges applicable may be found in Appendix A of this T&Cs</u>.

In addition, Jewel reserves the right to charge the Ticket Holder such additional sums for the losses and/or damages that Jewel may suffer and/or incur as a result of such damage to the Timelens. Such losses and/or damages shall include (but is not limited to) such loss of revenue or profits as a consequence of Jewel being unable to rent the Timelens to other Ticket Holders. <u>A pre-estimation of such losses and/or damages may also be found in Appendix A of these T&Cs.</u>

By participating in the Jewel-rassic Quest, the Ticket Holder <u>hereby</u> agrees that they shall pay such applicable sums to Jewel upon request and that such sums are a genuine pre-estimation of Jewel's losses or damages and are reasonable in any event.

- 2.6. In the event that the Timelens is not returned within a reasonable time (as determined at the sole discretion of Jewel, and in any event, by the time that Jewel Changi Airport closes for that day), Jewel reserves the right to refer the matter, and to provide the personal details of the Ticket Holder, to the relevant authorities.
- 2.7 Tickets are non-exchangeable and non-refundable upon issuance (save as otherwise provided for in Clause 6 below).
- 2.8. Tickets are only valid for the timeslot selected and as printed on the Ticket and must be utilised within the selected timeslot which was indicated during purchase and no refund or compensation will be made for any unused tickets that have passed the selected timeslot. The Management shall not entertain any exchange or refund application should a Ticket Holder fail to utilise the Ticket within the stated timeslot on the Ticket.
- 2.9. The Ticket Holder must keep their Tickets safe and in good condition as no replacement Tickets or refund of the Ticket price will be made for lost, stolen, defaced, illegible, damaged or tempered Tickets. Ticket Holders of tickets which are altered, tempered, damaged, defaced or illegible will be denied participation of the Jewel-rassic Quest and entry to Canopy Park.
- 2.10. Tickets are not to be resold (whether at a premium or otherwise), unless authorised in writing by the Management. The Management reserves the right to invalidate any Tickets associated with any fraudulent and/or unauthorised resale transaction and deny entry of any such Ticket Holder to the Attractions, as the case may be, without refund or compensation.
- 2.11. 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 Jewel, who may withhold such consent at their sole and absolute discretion.
- 2.12. Jewel 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. Any promotion, discount or offer may not be used in conjunction with any other promotion, discount or offer.
- 2.13. Tickets presented for participation in the Jewel-rassic Quest and/or entry into the Canopy Park will be honoured only if the original Ticket is presented.

3. CONDITIONS OF PARTICIPATING IN THE JEWEL-RASSIC QUEST

- 3.1. Ticket Holders agree, acknowledge and accept our privacy terms and our Privacy Policy as set out in Clause 7.
- 3.2. The Jewel-rassic Quest gameplay cannot be rewound, backtracked or re-played even if the gameplay is completed at any time before the allowed 90 minutes is up.
- 3.3. Ticket Holders are advised to wear appropriate comfortable footwear during gameplay as walking around Jewel Changi Airport is expected.
- 3.4. Ticket Holders are to to abide by the following safety guidelines at all times:
 - a. Do not hold the Timelens beyond railings;
 - b. Always keep a lookout for one's surroundings while walking and using the Timelens; and
 - c. Use only the provided USB peripherals to connect to the Timelens, unless otherwise approved by an Attraction Staff.
- 3.5. Ticket Holders shall not be allowed to participate in the Jewel-rassic Quest whilst under the influence of drugs or alcohol.
- 3.6. Ticket Holders should not participate in the Jewel-rassic Quest if they are feeling unwell. The Ticket Holder's decision to carry on otherwise shall be at his/her own risk and liability. The Attraction Staff shall have the right to refuse entry to anyone who, in their assessment, is unable to safely participate in the Jewel-rassic Quest and/or enter the Canopy Park.
- 3.7. Jewel reserves the right to, from time to time, close any sections of the involved locations to public so as to facilitate its private events and functions.
- 3.8. Jewel reserves the right to refuse entry or to remove Ticket Holders from Jewel Changi Airport and/or the Canopy Park 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 Attraction Staff, failure to adequately supervise other Ticket Holders who are under their care, failure to comply with these T&Cs, and for all other behaviour which Jewel at its sole discretion considers inappropriate and which constitute a source of danger, nuisance or annoyance to himself or to any other persons. Jewel shall not be obliged to refund the cost of any Ticket to such persons who have been refused admission to the Canopy Park or have been asked to leave or otherwise removed from Jewel Changi Airport.

4. CONDITIONS OF ENTRY TO THE CANOPY PARK

4.1. Save as otherwise stated on the Ticket and below, each Ticket is for a single entry access and admits only one (1) person (whether adult or child) into the Canopy Park.

However, Ticket Holders above the age of 18 may bring the following without separate Ticket(s), provided that he/she shall also supervise the child:

- One (1) child of age 3 to 12 years old; and
- Any children below the age of 3.

For Ticket Holders below the age of 12:

• One (1) supervising adult <u>must</u> accompany the child and shall be allowed entry without a separate Ticket.

For the avoidance of doubt, Ticket Holders above the age of 12 shall be required to purchase a separate Ticket for entry into the Canopy Park.

Jewel retains at its sole discretion the right to allow or reject any infant-in-arms and/or children below the stipulated minimum age to enter the Canopy Park without a Ticket. All terms and conditions of the Canopy Park shall apply.

- 4.2 Admission to Canopy Park shall only be allowed during the selected gameplay timeslot, Attraction Staff shall allow the Ticket Holder an admission into the Canopy Park upon sighting of the Timelens. Admission is subjected to capacity restrictions/limitations of Canopy Park.
- 4.3. Any person between 3 to 12 years of age must be accompanied and supervised at all times by his parents/guardians who themselves must also hold a separate Ticket for admission, if the number of complimentary admission exceeds the included entry as stated at Clause 4.1 above.
- 4.3. Ticket Holders agree to comply with all posted instructions for the Canopy Park (such as but not limited to, the safety instructions and the conditions of entry) and the instructions of the Attraction Staff. For the safety of all our guests, the Attraction Staff may search any Ticket Holder and inspect personal and/or hand carry baggage and may refuse bags or other items to be brought into the Attractions.
- 4.4. Smoking, littering and food and beverages are strictly prohibited at the Canopy Park.
- 4.5. The operation of the Canopy Park is subject to maintenance activity and park capacity. Jewel reserves the right to limit the entry or close the Canopy Park entirely with immediate effect without notice or reason provided.

5. ACCEPTANCE OF RISK, LIMITATION OF LIABILITY AND INDEMNITIES

- 5.1. In consideration of being permitted to enter, engage, participate, play, use and/or otherwise interact with the Timelens and/or for the Jewel-rassic Quest and/or the Canopy Park, the Ticket Holder acknowledges and understands that there are inherent risks and hazards arising from his and/or his child's/wards' participation and use of the Timelens and/or the Jewel-rassic Quest and/or the Canopy Park which may result in property damage, bodily injury, permanent disability and/or even death. The Ticket Holder acknowledges that while Jewel have taken all adequate steps to minimise these risks and hazards, he accepts that these risks and hazards may not have been eliminated and he (and where applicable, on behalf of his child/ward) agrees to use the Timelens and/or participate in the Jewel-rassic Quest and/or enter the Canopy Park at his own risk and hazards in relation thereto.
- 5.2. To the fullest extent permitted by law, the Ticket Holder (and where applicable, on behalf of his child/ward) hereby:

(a) waives the right to any and all claims, suits or demands, and releases and discharges the Jewel 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 use of the Timelens and/or participation in the Jewel-rassic Quest and/or entry into the Canopy Park;

(b) agree to indemnify, defend and hold harmless Jewel against all and any losses, claims, damages, costs, expenses (including any legal fees) suffered or incurred by Jewel and arising

directly or indirectly in connection with his and/or his child/ward's use of the Timelens and/or participation in the Jewel-rassic Quest and/or entry into the Canopy Park; and

(c) acknowledge that he (and where applicable, on behalf of his child/ward) may be liable to other individuals for their loss arising from damage to property and/or bodily injury or death arising from his (or his child/ward's) irresponsible, deliberate, reckless or negligent behaviour when using the Timelens and/or participating in the Jewel-rassic Quest and/or in the Canopy Park and he (and where applicable, on behalf of his child/ward) authorises and agrees that Jewel may, at his own cost, expense and liability, take all reasonably necessary steps to mitigate and/or manage the loss and/or injury caused.

5.3. Where the Ticket Holder is responsible for a minor (whether as parent, legal guardian, custodian or otherwise), he 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.

6. TICKETING EXCHANGE AND REFUND

6.1. In the event that a Ticket is presented for redemption and that the Jewel-rassic Quest and/or the Canopy Park is closed for whatever reason (such as but not limited to situations under Clause 3.4 and 4.5 or due to circumstances beyond the reasonable control of Jewel) or if the Management publishes a notice regarding the suspension of Jewel-rassic Quest and/or closure of the Canopy Park, Jewel may, at its sole discretion:

(a) exchange that Ticket (for the Closed Attraction) and replace it with a Ticket for:

(i) the same experience or Closed Attraction but on a different date / for the duration of a period (where it is not closed); or

(ii) another Attraction or Attractions (other than the Closed Attraction) that is at least of equal value (with no further refund on the difference in the value) to that Ticket (for the Closed Attraction); or

(b) refund the value of the Ticket in accordance with Clause 6.2 and 6.3, provided that all refund requests shall be not more than six (6) months from the selected date.

Save as otherwise provided in the foregoing, no exchanges or refunds shall be made and all such un-refunded sums shall be dealt with at the Management's sole discretion.

- 6.2. For Ticketing exchange or refund, Ticket Holders will have to produce the original Tickets (in good condition) as well as the accompanying receipt/proof of purchase (if any). As part of our exchange/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 7 for our Privacy Policy.
- 6.3. All refunds for Tickets purchased may be made at the original Authorised Point of Sale and through the original method of payment where permissible, otherwise such refunds shall be in cash.

7. PHOTOGRAPHS, RECORDINGS AND PRIVACY

7.1. Jewel and their vendors collect personal data about each Ticket Holder which is necessary to manage and operate the Jewel-rassic Quest and Attractions and to help promote the Jewel-rassic Quest and the Attractions. By purchasing and/or utilising the Tickets, you consent to Jewel 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.

- 7.2. The personal data collected, used and/or disclosed, includes and is not limited, to your name, contact details and nationality. In accordance with the Advisory Guidelines issued by the Personal Data Protection Commission ("PDPC") [updated as of 19 October 2021], we will not collect your full NRIC number but only the last 3 digits and final alphabet. We may also collect information that is sent automatically by your web browser, computer, mobile phone, tablet or other device, if applicable.
- 7.3. The purposes for which personal data is collected by Jewel from you may be used to conduct and administer the gameplay and to send you relevant data or files in relation to the gameplay and may also be disclosed to government agencies such as the Singapore Tourism Board (STB) for the purposes of analysis and statistical tracking.
- 7.2. Jewel reserves the right to allow into Jewel Changi Airport authorised photographers and videographers for photography and/or video recordings for advertising and promotional purposes. Ticket Holders consent to being photographed and recorded by authorized photographers and videographers as guest/customers within Jewel and consent to the use of such images, films or recordings for public transmission and for the marketing and/or publicity materials of Jewel / Jewel Changi Airport.

8. MISCELLANEOUS

- 8.1. 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.
- 8.2. Jewel reserves the right to amend, modify or revise these T&Cs as well as any guidelines, notices, operating rules and instructions of the Jewel Attractions 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/or 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 Holder's 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 the entry into the Attractions. If, following such amendments or modifications, the Ticket Holder shall be deemed to have irrevocably consented to such amendments or modifications and agreed to be bound by them.
- 8.3. 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.
- 8.4. In the event of conflict between the terms and conditions printed on the Tickets and these T&Cs, then these T&Cs shall prevail.
- 8.5. These T&Cs may be translated into other languages. In the event of any conflict or inconsistency between the translated version of these T&Cs and the English language version of these T&Cs, the English language version of these T&Cs shall prevail.

Updated as of [21 Feb 2022]

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