

**SILOSO BEACH PARTY 2019/20**  
**Terms and Conditions**

**1. Definitions**

- 1.1 "Authorised Reseller" means a reseller authorised by SDC to sell Wristbands.
- 1.2 "Event" means the event named "Siloso Beach Party 2019/20", which shall be held from 31 December 2019 to 1 January 2020 or such other period as may be determined by SDC.
- 1.3 "Event Entry Purchase" means either (i) purchase of a Ticket from SDC via the Sentosa Online Store; or (ii) purchase of a Wristband from an Authorised Reseller.
- 1.4 "Event Guest" means an individual who holds a Ticket or Wristband which has been sold and/or issued in accordance with these Terms and Conditions.
- 1.5 "Promotion Code" means any code in any form whatsoever (whether written, visual or machine readable form or otherwise, hard or soft copy) which is issued by, or with the authorisation and on behalf of, SDC allowing purchase of a Ticket at the relevant discount via the Sentosa Online Store.
- 1.6 "SDC" means Sentosa Development Corporation.
- 1.7 "Sentosa Online Store" means the online store at < <https://store.sentosa.com.sg/>>.
- 1.8 "Staff" means a member of the Event's official staff (for the avoidance of doubt, including without limitation police, auxiliary police and/or security officers providing security arrangements for the Event and SDC's employees, officers and agents).
- 1.9 "Ticket" means any ticket, pass or other document in any form whatsoever (whether written, visual or machine readable form or otherwise, hard or soft copy) which is issued by, or with the authorisation and on behalf of, SDC allowing entry to the Event in accordance with these Terms and Conditions. In this connection, a reference to "Ticket" may be a reference to an email sent from the Sentosa Online Store confirming the purchase of a ticket allowing entry to the Event in accordance with these Terms and Conditions.
- 1.10 "Ticket Purchase" means a purchase of a Ticket via the Sentosa Online Store from SDC.
- 1.11 "Wristband" means any wristband or any physical device in any form whatsoever which is issued by, or with the authorisation and on behalf of, SDC and which grants to its holder a limited right to physically access the Event.

## **2. Tickets and Wristbands**

- 2.1 A Ticket, redeemable for a Wristband in accordance with these Terms and Conditions, can be purchased from SDC via the Sentosa Online Store. A Wristband can be purchased from an Authorised Reseller.
- 2.2 Ticket prices as reflected on the Sentosa Online Store are in Singapore Dollars (SGD) and include 7% Goods and Services Tax (GST). Ticket prices shall not be discounted unless a valid Promotion Code is applied.
- 2.3 SDC may sell and/or issue Tickets and/or Wristbands at such prices, in such categories, configurations and/or bundles, with such entitlements, and with such specific terms and conditions as may be determined by SDC in its sole and absolute discretion. For the avoidance of doubt, a Ticket and/or Wristband do not include complimentary Sentosa island admission and/or car park charges.
- 2.4 An individual making an Event Entry Purchase is deemed to have accepted and agreed to be bound by these Terms and Conditions and the decisions of SDC. Such individual is responsible for ensuring that he or she has read and understood these Terms and Conditions prior to making an Event Entry Purchase.
- 2.5 An individual shall provide true, accurate, current and complete information when making a Ticket Purchase. If such individual provides any information that is untrue, inaccurate, not current or incomplete, or if SDC has grounds to suspect that such information is untrue, inaccurate, not current or incomplete, SDC may suspend, terminate or void such individual's Ticket Purchase.
- 2.6 No changes to the information provided pursuant to a Ticket Purchase are permitted once the Ticket Purchase is made (save for the correction of personal data and other crucial details, e.g. emergency contact details).
- 2.7 Where an individual makes a Ticket Purchase, SDC may contact such individual from time to time by email. Any notice sent to the email address provided pursuant to the Ticket Purchase shall be deemed as received by such individual.
- 2.8 A confirmation email from the Sentosa Online Store will be sent upon successful Ticket Purchase. Upon such confirmation, the Ticket Purchase is deemed to be complete and final.
- 2.9 Event Entry Purchases shall cease at such date and time as determined by SDC in its sole and absolute discretion. SDC reserves the right to stop or suspend any or all Event Entry Purchases at any time for any reason.
- 2.10 An Event Guest shall be required to use a Wristband to physically access the Event.

- 2.11 Where a Ticket Purchase has been made, a Wristband may be collected either (i) on 20 December 2019, 21 December 2019 or 22 December 2019, from 0900 hours to 2100 hours, at the Vivocity Sentosa Islander Ticketing Counter; or (ii) on 31 December 2019, from 1800 hours onwards at the Siloso Beach Party Ticketing Counter located at Siloso Beach, Emerald Pavilion (or such other location as may be determined by SDC); or (iii) on such other dates, at such other times and at such other locations as determined by SDC in its sole and absolute discretion. A Wristband shall only be issued to an individual holding a Ticket who presents such Ticket together with valid original photo identification and who is not in breach of any of these Terms and Conditions.
- 2.12 An Event Guest shall, prior to entry into the Event, secure the Wristband to his or her wrist. For the avoidance of doubt, an Event Guest who does not comply with this requirement shall not be allowed entry into the Event.
- 2.13 SDC may sell and/or issue Wristbands, at any time and whether on a chargeable or complimentary basis. Where Wristbands are issued on a complimentary basis to an individual, such individual shall enter the Event with such Wristband by 31 December 2019, 2100 hours (or such other time as determined by SDC in its sole and absolute discretion).
- 2.14 A Wristband is only valid for use until 1 January 2020, 0600 hours (or such other time as determined by SDC in its sole and absolute discretion).
- 2.15 All Tickets and Wristbands are non-refundable and not exchangeable for cash and shall not be reproduced, duplicated, copied, sold, traded, resold, transferred or exchanged by any individual for any purposes.

### **3. Event Rules and Regulations**

- 3.1 An Event Guest is deemed to have accepted and agreed to be bound by these Terms and Conditions and the decisions of SDC. Such individual is responsible for ensuring that he or she has read and understood these Terms and Conditions prior to entering the Event.
- 3.2 An Event Guest must be 18 years old and above (based on the exact birth day and not birth year) on the day of the Event. An Event Guest who is not 18 years old and above (based on the exact birth day and not birth year) on the day of the Event shall not be admitted into the Event. An Event Guest shall present valid original photo identification as proof of his/her age when collecting a Wristband for purposes of accessing the Event and/or before physically accessing or entering the Event, if so required by SDC. The issuance of a Wristband and/or physical access to the Event will be denied if such Event Guest does not present valid original photo identification. For the avoidance of doubt, SDC shall have the sole and final discretion to deny issuance of a Wristband and/or physical access to the Event if it deems in its sole and final

discretion that the presented photo identification is insufficient, invalid and/or not an original.

- 3.3 No re-entry to the Event will be allowed after 31 December 2019, 2100 hours for an Event Guest who has entered the Event.
- 3.4 The Event is a rain or shine event. In the event that the PSI reaches 301 or above on the day of the Event, the Event shall be suspended or cancelled.
- 3.5 SDC reserves the right to delay the commencement of the Event in the event of inclement weather. Should the inclement weather persist after the delay, SDC reserves the right to cancel the Event.
- 3.6 No bag bigger than the size of a sheet of an A4-sized paper shall be brought by an Event Guest or allowed by SDC into the Event.
- 3.7 Bicycles, skate scooters, roller blades and all forms of wheeled devices, motorised and/or non-motorised, are strictly prohibited at the Event.
- 3.8 For purposes of ensuring the safety of all individuals at the Event (including but not limited to the prevention of accidents), an Event Guest shall obey the instruction(s) of any Staff. If an Event Guest fails to obey such instruction(s), he or she shall be removed immediately from the Event in the sole and final discretion of SDC.
- 3.9 Food or beverages brought in and/or purchased from outside the Event shall not be allowed into the Event.
- 3.10 No sharp objects, instruments or items (including but not limited to spray cans, knives, bottles, cans, tins or containers which may inflict injuries) that affect the safety or cause inconvenience to other attendees are allowed into the Event. SDC reserves the right to remove and dispose such materials as it deems fit and without refund or compensation.
- 3.11 SDC will not be responsible for any loss or theft of or damage to a Ticket or Wristband and shall not under any circumstances be obliged or required to replace a lost, stolen or damaged Ticket or Wristband.
- 3.12 SDC reserves the right to search any individual at the Event for any illegal, dangerous, controlled or prohibited items including but not limited to weapons or illegal drugs.
- 3.13 No individual (including without limitation an Event Guest) at the Event shall make or exploit any recording, transmission and/or broadcast, whether audio, visual or audio visual, by any means or media whatsoever of the Event (including any activities or performances of the Event) for commercial or for-profit purposes. If any individual at the Event makes such recording, transmission and/or broadcast, or if SDC has grounds to suspect that such recording, transmission and/or broadcast is being made,

SDC may, without compensation or explanation, search, confiscate and/or remove any equipment used or suspected to be used for the making of such recording, transmission and/or broadcast.

- 3.14 All individuals (including without limitation Event Guests) entering the Event are deemed to consent to being photographed, recorded or videoed by SDC and herewith grant SDC permission to use and/or broadcast such photographs, records and/or videos for SDC's commercial, publicity and/or promotional purposes (which may include sharing such photographs and/or videos with SDC's commercial, media, advertising and other partners for such purposes).
- 3.15 SDC may, in its sole and absolute discretion, refuse entry to or remove any individual from the Event, without refund or compensation, for any reason (including without limitation the Event reaching over-capacity or such individual being a danger, nuisance or annoyance, exhibiting unruly behaviour, making excessive noise, being violent, being a risk or threat to health, safety, security or environment or being in breach of any of these Terms and Conditions, as determined by SDC in its sole and absolute discretion). For the avoidance of doubt, SDC shall not be required to provide any reason for such refusal or removal.
- 3.16 Whilst reasonable precautions will be taken by SDC to ensure the Event Guest's safety during and at the Event, the Event Guest takes part in the Event at his or her own risk and shall take reasonable care of himself or herself. To the fullest extent permissible by law, none of SDC, its related corporations and associated companies, the employees, officers, third party service provider(s), contractor(s) (and the sub-contractor(s) engaged by such contractor(s)) and agent(s) of SDC and its related corporations and associated companies, and Event sponsors or co-sponsors will be responsible or held liable for any injury or death of an Event Guest howsoever arising from preparation for, attendance at or participation in the Event. The Event Guest is strongly encouraged to consult his or her medical practitioner prior to an Event Entry Purchase and before the Event.
- 3.17 To the fullest extent permissible by law, SDC shall not be liable for any loss, damage or expense, however caused, suffered or incurred by the Event Guest in connection with the Event, whether in an action based on contract, tort or otherwise. SDC shall not be liable for any indirect or consequential loss, however caused, suffered or incurred by the Event Guest in connection with the Event, whether in an action based on contract, tort or otherwise.
- 3.18 SDC reserves the right to stop, cancel, vary, amend, change or postpone the Event without any prior notification. For the avoidance of doubt, SDC is not liable to any Event Guest for any changes to any format, line-up, facility or element of the Event.
- 3.19 SDC reserves the right to add and amend these Terms and Conditions without prior notification.

#### **4. Personal Data**

4.1 This Section is applicable only to a Ticket Purchase or where personal data is voluntarily provided to SDC by an individual in relation to or for purposes of the Event. For the avoidance of doubt, this Section is not applicable where a Ticket is not purchased from SDC via the Sentosa Online Store (e.g. a Wristband is purchased by an individual from an Authorised Reseller), insofar as in such case SDC will not collect or have access to such individual's personal data.

4.1.1 For the purposes of this Section, "personal data" refers to data, whether true or not, about an individual who can be identified from that data, or from that data and other information to which an organisation has or is likely to have access.

4.1.2 When an individual makes a Ticket Purchase and such individual, as may be required, provides personal data to SDC (via the Sentosa Online Store) or when an individual voluntarily provides to SDC personal data in relation to or for purposes of the Event, SDC will or may collect, use, disclose and/or process such personal data for one or more of the following purposes (collectively the "Purposes"):

- i) processing, administering, managing and/or facilitating the Ticket Purchase, including but not limited to dealing with and maintaining the Ticket Purchase, contacting such individual through various modes of communication (where applicable, sent in accordance with Singapore's Personal Data Protection Act) such as via phone/voice call, text message and/or fax message, email and/or postal mail about any matters relating to the Ticket Purchase (including the provision, delivery or sending of correspondences, statements, information, materials, invoices, or notices to such individual about such matters, which could involve disclosure of certain personal data about such individual to bring about provision, delivery or sending of the same), and performing internal administrative, operational and technological tasks in relation to the Ticket Purchase;
- ii) operating and promoting the Event and administering, managing, facilitating, dealing with and/or enhancing such individual's attendance at or participation in the Event, including but not limited to processing, administering, managing and/or facilitating physical access and goods and/or services transactions in relation to the Event (for instance issuance and use of Wristbands), communicating with such individual through various modes of communication (where applicable, sent in accordance with Singapore's Personal Data Protection Act) such as via phone/voice call, text message and/or fax message, email and/or postal mail about matters relating to the Event (including the provision, delivery or sending of marketing, advertising and/or promotional information and materials relating to the Event) and ensuring such individual's well-being and safety during and at the Event;

- iii) administering, managing, facilitating, dealing with, maintaining and/or enhancing such individual's relationship with SDC in relation to and for purposes of the Event, including but not limited to dealing with or facilitating customer service, carrying out the instructions of such individual, or dealing with or responding to any enquiries given or issues raised by such individual or on the behalf of such individual;
- iv) carrying out due diligence or other screening activities (including background checks) in accordance with SDC's legal or regulatory obligations or SDC's risk management procedures that may be required by law or that may have been put in place by SDC;
- v) preventing or investigating any fraud, unlawful activity or omission or misconduct, whether or not there is any suspicion of the aforementioned;
- vi) complying with any applicable law, governmental or regulatory requirements of any relevant jurisdiction, including meeting the requirements to make disclosure under the requirements of any law binding on SDC or on SDC's related corporations or associated companies and for the purposes of any guidelines issued by regulatory or other authorities, whether in Singapore or elsewhere, with which SDC or SDC's related corporations or associated companies is/are expected to comply;
- vii) complying with any request or direction of any governmental authority, or responding to requests for information from public agencies, ministries, statutory boards or other similar authorities. For the avoidance of doubt, this means that SDC may disclose such individual's personal data to the aforementioned parties upon such request or direction;
- viii) producing statistics and research for internal and statutory reporting and/or record-keeping requirements of SDC; and
- ix) conducting research, analysis and development activities (including but not limited to data analytics, surveys, product and service development and/or profiling) to improve SDC's services, facilities or products and/or to enhance such individual's relationship and experience with SDC, which may take place via various modes of communication such as (a) postal mail to such individual's postal address(es) and/or electronic transmission to such individual's email address(es) (based on SDC's records of such individual's postal address(es) and email address(es) or any new or amended postal or email address(es) that such individual may provide SDC with from time to time) and (b) via telephone/voice calls, SMS/MMS and/or facsimile to such individual's telephone number(s) (based on SDC's records of such individual's telephone number(s) or any new telephone number(s) that such individual may provide SDC with from time to time) with such telephone/voice calls, SMS/MMS and/or facsimile being sent in accordance with Singapore's Personal Data Protection Act.

- 4.1.3 Such individual's personal data will or may be disclosed by SDC to any of its related corporations or associated companies or the third party service provider(s), contractor(s) (or the sub-contractor(s) engaged by such contractor(s)) or agent(s) of SDC or its related corporations or associated companies, which may be sited within or outside of Singapore, for one or more of the above Purposes, as such related corporations, associated companies, third party service provider(s), contractor(s) (or the sub-contractor(s) engaged by such contractor(s)) or agent(s), as the case may be, may be involved or engaged by SDC to process such individual's personal data for one or more of the Purposes.
- 4.1.4 Where an individual has provided personal data of any other individual when making a Ticket Purchase or otherwise in relation to the Event, the first-mentioned individual warrants and represents to SDC that the personal data of the second-mentioned individual(s) are legitimate and accurate, that the first-mentioned individual is validly acting on behalf of and has the authority from each of the second-mentioned individual(s), and that the first-mentioned individual has obtained the consent of each of the second-mentioned individual(s), to disclose his or her personal data to SDC and for SDC to collect, use, disclose and process such personal data for the Purposes and in accordance to the terms herein.

## **5. Governing Law and Jurisdiction**

- 5.1 These Terms and Conditions shall be governed by and interpreted in accordance with the laws of Singapore. Any matter or dispute arising out of or in connection with these Terms and Conditions shall be submitted to the exclusive jurisdiction of the Singapore courts.