

## TERMS AND CONDITIONS (REGISTRATION)

All event passes purchased for entry to Singapore Fintech Festival, SWITCH and/or other related events (the “**Event**”) managed or organised by the event organisers, event manager, and their partners, sponsors, service providers, representatives and/or agents (collectively referred to as “**us**”, “**we**”, “**our**”) are subject to the following terms and conditions (“**Terms and Conditions**”) and our [Privacy Policy](#), and any accompanying risks, obligations and responsibilities. The latest Terms and Conditions are available at [www.sffswitch.com](http://www.sffswitch.com).

**By submitting this registration form for our Event, you are deemed to have agreed and accepted to be bound by these Terms and Conditions herein and our [Privacy Policy](#). It is your responsibility to ensure that you have read and understood these Terms and Conditions and our [Privacy Policy](#) and any accompanying risks, obligations and responsibilities.**

### 1. GENERAL INFORMATION

- 1.1. Admission is by registration only.
- 1.2. For safety reasons, infant, toddlers and any minors below the age of **16** are strictly not allowed entry into the Event.
- 1.3. Entry into the Event is subject to full payment being received by us prior to its commencement.
- 1.4. We reserve the right to refuse acceptance of any registration without prejudice and at our discretion.
- 1.5. You have to be in **business attire**. We reserve the right to refuse entry to those deemed inappropriately dressed.
- 1.6. All passes are non-transferable and have to be worn visibly at all times. You are advised to bring along personal identification as security checks may be carried out at our discretion. We reserve the right to refuse admission to a person who does not display a valid pass and may remove such person from the Event venue.
- 1.7. We reserve the right to refuse and/or remove any person or class of persons at our sole discretion into or from the Event venue, whose presence is undesirable in our reasonable opinion.
- 1.8. You agree to be bound to the House Rules of the Event venue (for example, attire, conditions of entry, catering restrictions, consumption of food & beverages etc.), if any, which is applicable to all exhibitors and visitors alike, and will be displayed at the Event venue on the Event days or notified by us separately.
- 1.9. The Standard Terms and Conditions set out in **Annexure A** herein shall form an integral part of these Terms and Conditions.

### 2. REGISTRATION PERIODS AND FEES

- 2.1. All fees payable are in **Singapore Dollars** and are subjected to a 7% Goods and Services Tax (GST).
- 2.2. Promotional codes and/or discounts cannot be accrued and can only be applied once per pass. We reserve the right to withdraw, cancel, amend, extend or shorten any promotion and/or discount offered at any time without notice.
- 2.3. Registration fees will vary according to the following registration periods:

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- (a) **Early Bird Rate Registration Period:** Early Bird Rate will be applicable until 16 August 2020, 23.59 hrs, Singapore Time. For registrations received thereafter, Regular Rate or Onsite Rate as set out in clause 2.3(b) or 2.3(c) (as the case may be) will apply. In order to qualify for this Early Bird Rate, full payment of the registration fees must be made on or before 16 August 2020.
- (b) **Regular Rate Registration Period:** Regular Rate will be applicable until 10 November 2020, 23.59 hrs, Singapore Time. For registrations received thereafter, Onsite Rate will apply. In order to qualify for this Regular Rate, full payment of the registration fees must be made on or before 10 November 2020.
- (c) **Onsite Rate Registration Period:** Onsite Rate will be applicable from 11 November 2020, 00:00 hrs, Singapore Time until the end of the Event on 13 November 2020.

The Early Bird Rate, Regular Rate and Onsite Rate will be published on [www.sffxswitch.com](http://www.sffxswitch.com). We may, at our own discretion, amend the published rates at any time without notice.

- 2.4. Registration for the Event is only confirmed upon receipt of full payment of the registration fees and your receipt of an email confirmation.
- 2.5. Payment should preferably be made online by credit card (AMEX, MasterCard or Visa) during the registration process. **Payment by bank transfer is only available until 8 October 2020.**

### 3. CANCELLATION AND SUBSTITUTION POLICY

- 3.1. Downgrading of registration will not be accepted. If you are from an organisation, you may nominate another person from your organisation (at no additional cost) to attend on your behalf at least two (2) weeks prior to the start of the event. Notice of substitution must be given in writing up to two (2) weeks prior to the start of the Event to us at [fintech.reg@singex.com](mailto:fintech.reg@singex.com). Failure to do so may result in the replacement being barred from entering the Event. No refund of the registration fees will be made for cancellations without substitution, or for "non-attendance".
- 3.2. We are not obliged to replace a pass under any circumstances, including but not limited to, loss or theft of the pass. We may, however, in our sole and absolute discretion and subject to the payment of a fee to cover administrative costs, agree to replace a pass which has been lost or stolen at the Event venue. A defaced or illegible pass may be invalidated.

### 4. POSTPONEMENT OR VARIATION OF EVENT

- 4.1. We reserve the right to make alterations to the programme (including but not limited to making part of or the entire Event digital), venue, date(s), and timings of the Event at any time and/or to cancel the whole or any part of the Event.
- 4.2. The Event may be postponed, shortened or extended by us at our sole discretion. Upon such postponement or variation to the Event duration, we shall notify you as soon as practicable.

### 5. CHANGE OF VENUE AND EVENT HOURS

We reserve the right to change the Event venue and Event hours by notifying you as soon as practicable.

### 6. PAYMENT OF REGISTRATION FEES

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- 6.1. Registration for the Event is only confirmed upon receipt of full payment. Once payment has been received, an email confirmation will be sent. If full payment is not made at the time of booking, registration will be provisional. Bookings received made more than two (2) weeks before the Event date must be paid by credit card. If a credit card chargeback is initiated on the payment, the booking shall be cancelled.
- 6.2. Please note that payment made via credit cards issued by non-Singapore issuing banks may be subjected to a currency conversion surcharge imposed by the respective credit card's issuing bank. Please contact your bank to enquire on the applicable rates and charges.
- 6.3. We shall be entitled to suspend or cancel any online transaction on the suspicion of use of fraudulent or unauthorised credit card and/or to prevent the issue of passes which are the subject of a suspected illegal transaction, in which event, we shall not be liable for any loss or damage whatsoever arising therefrom.

## 7. PROHIBITION AGAINST PASS ON-SELLING AND UNAUTHORISED PASSES

- 7.1. Subject to clause 3.1, passes may not be transferred without our prior written consent. Passes shall not be purchased or obtained from or through any commercial agent or company or otherwise than directly from us or our appointed agents.
- 7.2. Passes shall not be resold (whether free or otherwise, in any form or manner, or whether as a package with other ancillary item or otherwise). We may, in our discretion, refuse to accept registration and/or cancel registration from any person we believe plans to offer the pass or passes for resale.
- 7.3. Any pass obtained in breach these Terms and Conditions shall be voided and all rights conferred or evidenced by such pass shall be nullified. We shall be entitled to reverse any pass sale transaction made in breach these Terms and Conditions at any time without providing reasons.
- 7.4. Any person seeking to use a pass obtained from sources not authorised by us or our appointed authorised agents or obtained in breach of these Terms and Conditions in order to gain or provide entry to or remain at the Event may be refused admission to or be removed from the venue where the Event is to be held.
- 7.5. We reserve the right to retain, confiscate or void (in our absolute discretion) any pass reasonably determined by us to be in breach of these Terms and Conditions without any liability to make any refund in respect thereof.
- 7.6. Passes shall not be used for advertising, promotional or commercial purposes (including, but not limited to, trade incentives, prizes, competitions, contests, sweepstakes, raffles, lotteries, or draws, whether for commercial or charitable purposes) without our prior written consent.

## 8. VISA REQUIREMENTS / INVITATION LETTER

- 8.1. It is your sole responsibility to take care of visa requirements. If you require a Singapore entry visa, you must allow sufficient time for the visa application procedure. Your registration details might be shared with the immigration authorities to assist in the immigration process. However, we will not contact embassies or consulates on behalf of visa applicants.
- 8.2. To receive an invitation letter for the Event, you must first register and pay the registration fees in full. After that, you can send a request for an invitation letter to [fintech.reg@singex.com](mailto:fintech.reg@singex.com). We reserve the right to decline the issue of an invitation letter if you are in breach of these Terms and Conditions or in contravention of any law.

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## **9. PHOTOGRAPHY AND FILMING**

- 9.1. The Event is held in a public space, therefore we do not prohibit attendees from photographing or video recording or audiotaping some Event activities. However, you shall not use of any such recording, data or image or any part of it for profit, commercial gain, public advertisement, display or for any other purpose except for your private enjoyment, without our prior written consent.
- 9.2. You consent to being photographed, filmed and recorded as a participant of the Event, and consent to the use of any such film, image or recording for public transmission. We shall have the right to allow any authorised or official photographers and/or videographers into the Event venue for photography and/or videography for future advertising and promotional purposes without your prior permission. We reserve the right to use images taken at the Event with your photograph, name, image, likeness, voice, biography and abstract in any media (including publication within and outside Singapore) and for any purpose (including marketing materials) without identification, compensation or payment of any kind.

## **10. BADGE SCANNING**

You may be asked to scan your badge either at exhibit booths and/or session rooms. Please note scanning of badges is optional. When your badge is scanned by exhibitors and/or sponsors during the Event, you are opting-in to receiving communications from that entity. You will be subjected to their communications and privacy policy and must opt-out with them directly. We shall not be liable for any act or omission by such exhibitors and/or sponsors concerning their collection, use and disclosure of your personal data.

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**ANNEXURE A**

**STANDARD TERMS AND CONDITIONS**

**1. DATA COLLECTION**

You agree that your personal data as stated in the registration form and provided by you during the Event may be collected, used and disclosed by us and/or our authorised agents or appointed third parties in accordance with our [Privacy Policy](#).

**2. LIABILITY**

2.1. To the fullest extent permissible by applicable laws, we shall not be responsible for:

- (a) any breach of contract;
- (b) any failure by you in obtaining a timely and valid visa to enter into the country or jurisdiction where the Event is held;
- (c) any damage to, theft or loss of, any property brought into or left on the Event venue by you, however occurring, as you shall take the necessary precautions to safeguard and insure such property;
- (d) to the extent permitted by law, your death or injury, however occurring, except that this clause cannot be relied on to the extent the same was caused by our wilful default or negligence.

2.2. Our total liability in respect of all claims, actions, orders, damages, losses, costs and expenses of any nature in relation to your contract(s) with us shall not exceed the amount of fees paid by you. Nothing in this clause shall affect your general obligation at law to mitigate any loss or damage which it may incur.

**3. FORCE MAJEURE**

- 3.1. We are not be responsible for any delay, damages, loss, increased costs and/or other unfavourable conditions directly or indirectly arising by virtue of any Force Majeure Event. If the Event is directly prevented by a Force Majeure Event for more than seven (7) consecutive calendar days, the Event may be cancelled or postponed by us at our sole discretion by giving written notice to you. A “**Force Majeure Event**” shall mean any cause beyond our reasonable control, including without limitation, fire, flood, illness, pandemic (as declared by World Health Organisation), earthquake, explosion or accident, blockade, embargo, inclement weather, governmental order, decree, restraints or regulation, restraints or orders of civil defence or military authorities, war, riot or civil disturbance or commotion, sabotage, act of terrorism, strike, lockout, boycott or other significant labour dispute or disturbance, absence of premises required for the Event, and the abovementioned scenarios shall include any threat thereof.
- 3.2. If the Event is cancelled or postponed for more than twelve (12) months, as a direct and sole result of a Force Majeure Event and the Singapore government’s directive/prohibition of event or exhibition, we will, in our discretion, refund your registration fees within a sixty (60) day period from the date of our written notice, without prejudice to our right to retain any part of the registration fees for accrued taxes (if applicable) and reasonable expenses (for example, administrative fees paid to our payment service provider) that we have already incurred in relation to the Event.

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#### 4. SEVERABILITY

If any provision or any part of a provision in your contract with us is held invalid, illegal or unenforceable by a court of law or a tribunal, it shall be deemed modified to the minimum extent necessary to give effect to our commercial intention. The validity, legality and enforceability of the remaining provisions or remaining parts of a provision shall remain in full force and effect.

#### 5. ENTIRE AGREEMENT

Your contract with us constitutes the entire agreement on the subject matter between you and us and supersedes all prior agreements, negotiations, statements, representations and discussions (whether oral or written) in relation to the contract ("**Representations**"). You acknowledge and warrant that you have not entered into the contract in reliance on any Representation, and that you will not have any claim, right or remedy arising out of any such Representation, except in so far as it has been expressly incorporated into the contract in writing.

#### 6. VARIATION

Your contract with us shall not be amended or varied in any way except by mutual written consent between you and us.

#### 7. TAXES

- 7.1. You shall be liable for your own taxes.
- 7.2. If we are required to deduct or withhold taxes under any applicable laws, you shall pay such additional amounts to ensure that we receive all fees in full after such deduction or withholding.

#### 8. COMPLIANCE WITH LAWS

- 8.1. You are solely responsible for ensuring that all necessary approval(s) required in compliance with applicable laws for participating in the Event, conducting any sale or display of goods and/or services, demonstrations and/or activities, shall have been obtained prior to the commencement of the Event at your own cost. Before the commencement of the Event or as and when required by us, you shall produce evidence to show compliance of this clause to our reasonable satisfaction.
- 8.2. You shall comply with all related and applicable compliance requirements that are mandated by each of (i) the Singapore Personal Data Protection Act (2012) and its regulations, and the Singapore Personal Data Protection Commission's advisory guidelines and guides; (ii) the European General Data Protection Regulation; and (iii) such other data protection and privacy legislation that are applicable to any personal data (and together with all subsidiary legislation related thereto), as amended, revised, and/or supplemented from time to time, collectively referred to as "**Data & Privacy Laws**". You agree to fully indemnify us and hold us harmless from any investigation, fines, penalties and/or sanctions related to any of your breach of the Data & Privacy Laws.

#### 9. NOTICES

Any notice and/or communication shall be in writing to the contact details as notified by us.

#### 10. CONFLICT OR INCONSISTENCY

In the event of any conflict between the documents set out below, the following order of priority applies:

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- (a) these Terms and Conditions; and
- (b) the House Rules (if any).

## **11. EXCLUSION OF THIRD PARTY RIGHTS**

- 11.1. A person who is not a party to your contract with us shall have no rights under the Contracts (Rights of Third Parties) Act of Singapore (Cap. 53B) to enforce any of its terms.
- 11.2. Any third party appointed by us in relation to the Event are independent contractors and not agents. We shall not be liable for any act, omission and/or negligence of such third parties.

## **12. GOVERNING LAW AND JURISDICTION**

Your contract with us shall be governed by and construed in accordance with the laws of Singapore and parties agree to irrevocably submit to the exclusive jurisdiction of the Singapore courts.

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