

**Marina Bay Sands Pte Ltd
ArtScience Museum
Photography VIP Experience**

The terms and conditions herein (“Terms and Conditions”), and the Terms & Conditions of Sale and Entry applicable to ArtScience Museum (“Other Terms and Conditions”), together with any amendments as may be made from time to time, shall form a legal agreement between Marina Bay Sands Pte Ltd (“ArtScience Museum”) and you.

By purchasing this Photography and Film Shoots Venue Package, you confirm that you have read, understood and agree to be bound by these Terms and Conditions. In the event of any conflict or inconsistency between these Terms and Conditions and the Other Terms and Conditions, these Terms and Conditions will prevail followed by the Other Terms and Conditions.

These Terms & Conditions cannot be varied in any way by customers unless such variations are expressly agreed by the ArtScience Museum in writing.

Terms & Conditions

A. **Authorised Area(s), Date and Time Schedule**

This Photography and Film Shoots Venue Package grants customer a license to access areas within ArtScience Museum (“Authorised Areas”) on the date and for the time periods specified below to take personal photographs and/or conduct a personal film shoot (the “Shoot”):

Date of the Shoot: As stipulated in customer’s Photography and Film Shoots Venue Package booking. Available on Mondays to Thursdays only excluding Singapore Public Holidays.

Hours and Authorised Areas:

9am to 10am: Pre-operating hours exclusive access to Future World

10am to 11am: Exclusive usage of three (3) non-exhibition spaces/areas (including continued access to areas in Future World) within ArtScience Museum for a duration of 10 mins for each space or area, subject to availability.

Additional charges will apply for every subsequent hour of use after 11 am and must be settled in full to ArtScience Museum at the end of the Shoot.

Customer is not permitted to use this Photography and Film Shoots Venue Package for commercial purposes.

ArtScience Museum may change the Authorised Areas (i) due to venue/area set up requirements; (ii) to comply with applicable prevailing legislation, directions, conditions, and advisories issued by any government authorities; or (iii) for any other unforeseen circumstances.

In such event, ArtScience Museum shall use commercially reasonable efforts to give customer advance notice of such changes and any attendant change in rates.

B. Entry into and Maximum Group Size

Customer will need to arrive at ArtScience Museum 15 minutes before 9 am on the day of the Shoot and must produce their ticket and booking confirmation before commencement of the Shoot.

An ArtScience Museum representative will accompany customer throughout the Shoot.

The maximum group size allowed to access the Authorised Areas for the Shoot is:

- (i) 10 persons; or
- (ii) such number of persons permitted by applicable prevailing legislation, directions, conditions and advisories governing Non-Commercial Photography Production as issued by the relevant government authorities, whichever is lower.

C. Usage of the Authorised Areas

Customer is responsible, at own costs, for obtaining any licence, approval or permit required to carry out the Shoot at the Authorised Areas from the relevant government authorities or organisations and for complying with the terms of such licence. ArtScience Museum reserves the right to request customer to furnish proof of such licence, approval or permit. ArtScience Museum has the right to disallow or stop the Shoot if customer fails to furnish proof of such licence, approval or permit.

Bulky, heavy equipment and any equipment that may pose a risk of damage to the Authorised Areas will not be allowed onto the Authorised Areas without the prior written permission of ArtScience Museum. ArtScience Museum's permission to allow for equipment to be brought onto the Authorised Areas may be given on a conditional basis.

No installations, alterations or improvements may be made to the Authorised Areas.

Animals, live plants or flowers, naked flames, flammable items and any other items considered by ArtScience Museum to present a risk to the Authorised Areas are strictly prohibited.

Posing in swimwear, the nude or in other controversial attire is not allowed.

ArtScience Museum shall have the discretion to prohibit the Shoot if it considers that the content of the Shoot will damage the brand or image of ArtScience Museum.

Upon completion of the Shoot, customer must remove any litter or resulting debris from the Authorised Areas. Customer may be charged cleaning costs if customer fails to remove any litter or debris from the Authorised Areas.

D. Copyright And Trademarks

Photographs and films from the Shoot are strictly for customer's personal usage.

Property (including all intellectual property rights) in and to MBS' marks and other MBS identifications including but not limited to all MBS' copyrights, trademarks and other rights therein ("MBS Intellectual Property") shall be owned and controlled exclusively by MBS or its affiliates. Customer and customer's contractor(s) involved in the Shoot shall not use any MBS Intellectual Property without the prior written approval of MBS, which may be withheld or subject to certain undertakings from customer.

Customer and customer's contractor(s) involved in the Shoot shall not make any inference or publicise that MBS endorses the Shoot or any products or services of customer's contractor(s).

E. Responsibility Of Customer

Customer assumes responsibility for and will indemnify ArtScience Museum for all claims, demands, losses and damages arising from customer's use of the Authorised Areas including any activities undertaken by customer's agents, contractors and persons accompanying customer.

ArtScience Museum accepts no responsibility for injuries to persons and loss or damage of property, incurred in the course of the Shoot.

F. Customer's Undertakings

Customer undertakes to:

- (i) not film or take photographs of MBS and its staff, occupants or any persons (other than customer and persons in customer's group) in the Authorised Areas;
- (ii) abide by and comply with all laws and regulations relating to the Shoot including without limitation to abide by and comply with the Personal Data Protection Act Data 2012 and the COVID-19 (Temporary Measures) Act. Customer shall ensure that he does not, directly or indirectly, whether through his actions or those of his employees or agents expose MBS to any adverse action by any regulatory authorities;
- (iii) comply with all safety and security restrictions and instructions; and
- (iv) comply with all lighting and other restrictions imposed for conservation reasons;

The Terms & Conditions of Sale and Entry applicable to ArtScience Museum and found here shall apply.

G. COVID-19 Safe Management Measures and Advisories

Customer must comply with prevailing guidelines, measures, and advisories applicable to Non-Commercial Photography Production in Singapore during COVID -19 found here when conducting the Shoot.

H. Miscellaneous

This Photography and Film Shoots Venue Package:

- (i) Does not include a photographer for the experience, and the guest is required to engage their own photographer.
- (ii) is available for purchase online and on-site.
- (iii) must be purchased at least seven (7) days in advance of the confirmed date for the Shoot.
- (iv) may not be re-sold or re-distributed.
- (v) is non-refundable and non-exchangeable.
- (vi) is not applicable with other offers and promotions.

Force Majeure. ArtScience Museum shall not be in default or liable for any delay or failure to perform its obligations under these Terms and Conditions, to the extent such performance is prevented or disrupted by a Force Majeure Event. ArtScience Museum may cancel the Photography and Film Shoots Venue Package by written notice and all monies paid shall be refunded to customer in such event. For the purpose of this clause, “Force Majeure Event” shall mean a cause which arises from circumstances beyond ArtScience Museum’s reasonable control.

Shoot Stoppage. ArtScience Museum reserves the right to stop the Shoot if the Authorised Areas or artworks within the Authorised Areas may be at risk or if the manner of the Shoot deviates from what was approved by ArtScience Museum.

Breach of Terms and Conditions by Customer. ArtScience Museum reserves the right to:

- (i) stop or suspend the Shoot and/or cancel this Photography and Film Shoots Venue Package; and/or
- (ii) deny entry to, or request customers to leave the Authorised Areas, with no refund or any form of compensation if customer is suspected or found to be in breach of these Terms and Conditions, or the Terms & Conditions of Sale and Entry.

ArtScience Museum shall be entitled to relief by appropriate legal or equitable means, including but not limited to a temporary restraining order, temporary injunction and/or permanent injunctive relief, restraining and prohibiting customer or its representatives from breaching or continuing to breach these Terms and Conditions.

Modification. Marina Bay Sands reserves the right to make changes and modifications to the Photography and Film Shoots Venue Package and these Terms & Conditions with three (3) days prior written notice.

Rights of Third Parties. A person who is not a party to this Photography and Film Shoots Venue Package has no rights under the Contract (Rights of Third Parties) Act (Cap. 53B) to enforce any term in these Terms and Conditions.

Governing Law. These Terms and Conditions are governed by the laws of the Republic of Singapore and all disputes arising from or in connection with these Terms and Conditions shall be settled by the courts of Singapore.