

Marina Bay Sands Pte Ltd Attractions Moments to Memories – Wedding Photoshoot Package

The terms and conditions herein ("Terms and Conditions"), and the Terms & Conditions of Sale and Entry applicable to Marina Bay Sands Attractions ("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 ("Marina Bay Sands Attractions") and you.

By purchasing this Photography and Film Shoots Venue Package ("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 Marina Bay Sands Attractions in writing.

Terms and Conditions:

Marina Bay Sands Attractions venue.

Guests will have the option to choose 2 venues from the following venues for the booking of their photoshoot: SkyPark Observation Deck, ArtScience Museum, Sampan Ride or Digital Light Canvas.

Guests shall have the option to reschedule their photoshoot booking time and date slot within 6 months from the initial date of booking subject to MBS's written approval. MBS shall have the sole discretion to approve and/or confirm the rescheduled dates requested by the guests.

Kindly book your slot at least 30 days before the actual shoot, confirmation of bookings is subject to availability and Marina Bay Sands Attractions approval in writing.

Where the guests cannot agree on dates proposed by MBS before the conclusion of the 6 months reschedule period, the booking will be forfeited and any amounts paid will be non-refundable.

Access to the photoshoot venues shall be subject to weather conditions and subject to MBS' sole discretion.

<u>Venue access timing:</u> Pre-operating hours from 8am to 10am. Available from Mondays to Thursdays only, excluding Eve of Public Holidays and Public Holidays in Singapore. <u>Kindly arrive 15 minutes before your time slot.</u>

<u>Additional charges:</u> at SGD 100/hour will be chargeable after **10am** and must be settled in full at the final attraction at the end of the shoot. Please be aware that the venue will not be exclusive to you after 10am and may include public guests.

<u>No photographer provided:</u> The photoshoot package does not include a photographer. Marina Bay Sands Attractions shall not held liable for any loss, damage, injury or inconvenience arising from the use of any photographer's services.

<u>Maximum number of pax:</u> Maximum of 6 person(s) per photoshoot session, inclusive of crew and talent / subject.

Host: A staff will be your host for the photo shoot duration to ensure that your session is carried out safely.



For the SkyPark Observation Deck: Please be aware that venue will be subject to change at Marina Bay Sands Attractions' sole discretion and/or change in weather conditions. If SkyPark Observation Deck is one of your selected venues, it is recommended for you to visit SkyPark during the second hour of your photoshoot.

<u>Site visits:</u> We welcome site visits (subject to MBS' written approval) to plan your photoshoot. Please note that the photoshoot is for personal use only.

View all Conditions of Entry/ other Terms and Conditions.

A. <u>Authorised Area(s), Date and Time Schedule</u>

- 1. This Photography and Film Shoots Venue Package grants customer a license to access areas within the choose 2 attractions ("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"):
- 2. Hours and Authorized Areas: 8am to 10am: Pre-operating hours access to the 2 chosen attractions
- 3. Additional charges at SGD100/hour will be applicable after **10am** and must be settled in full at the final attraction at the end of the shoot. Please be aware that the venue will not be exclusive and will include public guests.
- 4. Customers are not permitted to use this Photography and Film Shoots Venue Package for commercial purposes.
- 5. 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.
- 6. For the **SkyPark Observation Deck:** Please be aware that the venue may be unavailable or subject to change due to inclement weather.
- 7. Marina Bay Sands reserves the right to close any of our attractions for temporary maintenance if necessary.

B. Entry into and Maximum Group Size

- 1. Customers are advised to arrive 15 minutes before on the day of your photo shoot at the first chosen attractions before 8am. Customers must produce their ticket and booking confirmation before commencement of the shoot.
- 2. A staff will accompany the customer throughout the Shoot.
- 3. The maximum group size allowed to access the Authorized Areas for the Shoot is: 6 persons; or 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. <u>Usage of the Authorised Areas</u>

- Customer is responsible, at own costs, for obtaining any licence, approval or permit required
 to carry out the Shoot at the Authorized Areas from the relevant government authorities or
 organizations and for complying with the terms of such licence. Marina Bay Sands
 Attractions reserves the right to request customers to furnish proof of such licence, approval
 or permit. Marina Bay Sands Attractions has the right to disallow or stop the Shoot if
 customer fails to furnish proof of such licence, approval or permit.
- 2. 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 Marina Bay Sands Attractions. Marina Bay Sands Attraction's permission to allow for equipment to be brought onto the Authorised Areas may be given on a conditional basis.
- 3. No installations, alterations or improvements may be made to the Authorised Areas.
- 4. Animals, live plants or flowers, naked flames, flammable items, and any other items deemed by Marna Bay Sands Attractions to pose a risk to the Authorised Areas are strictly prohibited.
- 5. Posing in swimwear, nude or in other controversial attire is not allowed.
- 6. Marina Bay Sands Attractions shall have the discretion to stop and/or prohibit the Shoot at any time if it considers that the content of the Shoot will damage the brand or image of Marina Bay Sands Attractions.
- 7. 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

- 1. Photographs and films from the Shoot are strictly for customer's personal usage.
- 2. 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.

W MARINA BAY SANDS

SINGAPORE

3. 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

- 1. Customer assumes responsibility for and will indemnify Marina Bay Sands Attractions 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.
- 2. Marina Bay Sands Attractions 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:

- 1. 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;
- 2. 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. Customer shall ensure that he/she does not, directly or indirectly, whether through his/her actions or those of his/her employees or agents expose MBS to any adverse action by any regulatory authorities:
- 3. comply with all safety and security restrictions and instructions; and
- 4. comply with all lighting and other restrictions imposed for conservation reasons;

The Terms & Conditions of Sale and Entry applicable to SkyPark Observation Deck, ArtScience Museum, Sampan Rides and Digital Light Canvas are found here shall apply.

G. Miscellaneous.

- 1. This Photography and Film Shoots Venue Package is available for purchase online and onsite.
- 2. This package does not include a photographer. A photographer can be recommended upon request, subject to their availability and additional costs.
- 3. must be purchased at least 30 days in advance of the intended date of the photoshoot.
- 4. This Package may not be re-sold or re-distributed.
- 5. This Package is non-refundable and non-exchangeable.
- 6. This Package is not applicable with other offers and promotions.

<u>Force Majeure.</u> Marina Bay Sands Attractions 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. Marina Bay Sands Attractions 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 Marina Bay Sands Attraction's reasonable control.

<u>Shoot Stoppage</u>. Marina Bay Sands Attractions 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. Marina Bay Sands Attractions 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.

Marina Bay Sands Attractions 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.

<u>Governing Law.</u> 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.