



TERMS AND CONDITIONS OF APPOINTMENT TO SELL TICKETS
AS AT 1st September 2019, SUBJECT TO CHANGE WITHOUT NOTICE PAGE 1 of 5

- 1** These terms and conditions shall apply to the exclusion of any other terms or conditions which the Seller or any third party may seek to impose or incorporate and are subject to revision by TSA from time to time. *Terms and conditions to prevail*
- 2** The Seller shall sell the Tickets from the commencement of the Appointment (or from any other date specified by TSA from time to time), at the price directed or approved by TSA payable in cash or other mode of payment required by TSA. *Sale of Tickets*
- Notwithstanding the foregoing:
- (1) the Seller shall not offer and/or sell any Ticket to any person which the Seller believes or knows or should reasonably know or believe
 - (a) is purchasing or may purchase tickets for the same events from TSA or any third party approved by TSA; or
 - (b) will or may use the Ticket for resale at a discount or in any other way to attract third parties to deal with such person or to advertise the business of such person; and
 - (2) the Seller shall return all unsold Tickets to TSA immediately when requested by TSA.
- 3** Before offering for sale and/or selling any Ticket, the Seller: *TSA's terms and conditions of sale applicable to buyers*
- (1) shall bring expressly and clearly to the prospective or actual purchaser's notice, TSA's terms and conditions of sale of the Ticket applicable to buyers of Tickets from time to time; and
 - (2) shall not make any representation or give any warranty other than those (if any) contained in TSA's terms and conditions of sale.
- 4** The Seller undertakes that at all times and at its own risk and expense: *Seller's performance*
- (1) to obtain all necessary approvals, permits and licences from the relevant authorities and third parties to offer or sell the Tickets;
 - (2) to work diligently to sell the Tickets and to employ or engage an adequate number of persons ("the Sellers' employees, agents and contractors") who are suitably qualified, skilled and experienced for such purpose and to cease to employ or engage such persons immediately when required by TSA;
 - (3) to comply with and to ensure that the Seller's employees, agents and contractors shall comply with TSA's directions (or in the absence of any such direction in relation to any particular matter); and
 - (4) to conduct itself and to ensure that the Seller's employees, agents and contractors shall conduct themselves in such a manner as may not cause loss, damage, danger, distress, offence, annoyance or inconvenience to themselves or to any other person (including TSA, its employees, agents and contractors) or as may subject TSA to

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prosecution or action by the relevant authorities and shall not or omit to be done anything which TSA considers prejudicial to the image or interests of TSA.

5 The Seller shall sell the Tickets at premises which TSA considers suitable and shall keep the Tickets safe and secure and insured to their full value at such premises and shall ensure that no Ticket will or may be altered, removed or tampered with in any way without the prior approval of TSA. *Safety and security*

6 The Seller shall: *Information*

(1) immediately notify TSA of any information received by the Seller which is likely to be of use or benefit to TSA in relation to Tickets or any Events; and

(2) promptly when requested by TSA, supply to TSA accounts, reports, returns and other information relating to the Tickets and Event, and allow TSA's representatives to have reasonable access to the Seller's premises for the purpose of inspecting the said books and records and for any other purpose in relation to the Tickets.

7 Both TSA and the Seller hereby agree and declare that: *Status of Seller*

(1) notwithstanding that TSA may instruct and direct the Seller or its employees, agents and contractors as to the results to be obtained from the performance of the Seller's obligations under the Appointment, the Seller shall have complete control, supervision and direction over the Seller's employees, agents and contractors; and

(2) the Seller and the Seller's employees, agents and contractors shall offer and sell the Tickets as independent contractors, and they are not intended and shall not be considered employees, agents or representatives of TSA for the purposes of Central Provident Fund contribution or for any other purpose or under any law.

Accordingly, the Seller shall:

(a) not in its correspondence or other communications with third parties in respect of the Tickets or the Appointment, describe itself as agent of TSA (except in connection with the word "selling" or its grammatical variations) or bind itself to any contract with any third party;

(b) hold in trust for TSA, all Tickets until the sale of such Tickets and the Seller shall not incur or accept any obligation or incur any liability on behalf of TSA or in any way pledge or encumber or purport to pledge or encumber the Tickets;

(c) assume all legal and contractual obligations arising out of the performance of its obligations under the Appointment, no matter to whom such obligations may be owing.



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- 8 The Seller shall when and in such form as required by TSA, provide or pay to TSA such sum or form of security for the Seller's performance and observance of its obligations under the Appointment. *Security*

- 9 The Seller shall pay to TSA a sum equivalent to the value of all Tickets which are no longer in the Seller's possession in accordance with the payment terms on TSA's invoice, regardless of whether or not the Seller has received payment from the purchasers of such Tickets. The time and method for such payment by the Seller to the TSA shall be as specified by TSA from time to time. Time shall be of the essence of this provision for the purposes of such payment. *Payment to TSA*

- 10 The Seller shall, in addition to the sums payable by it under Condition 9, be liable to pay to TSA interest at the rate of 1% on all sums due but not paid by the Seller to TSA under the Appointment, from the due date for payment to the date of full payment of such sums. *Interest*

- 11 TSA shall pay to the Seller or if TSA so chooses, allow the Seller to deduct and retain an Adult Margin off the face price of the Adult Tickets sold by the Seller and a Child Margin off the face price of the Child Tickets sold. *Payment to Seller*

- 12 The Seller shall not, during the Appointment or within 2 years after the expiry or sooner termination of the Appointment, disclose to any third party nor use for the benefit of any third party or itself except for the purposes of the Appointment or for the benefit of any third party: *Confidentiality and personal data*
 - (1) any information in relation to the Appointment, the Tickets or any Event or purchasers of Tickets, which is not in the public domain; or
 - (2) any information relating to TSA's affairs or business or method of pricing or carrying on business, or to the Seller's dealings with TSA in relation to the Appointment.

Without prejudice to the generality of the foregoing, the Seller shall keep confidential (except when disclosed to TSA as may be necessary for the purposes of the Events or TSA's business) the personal data of purchasers of Tickets (including any data about a purchaser who can be identified from that data such as his or her name, identification number, address, email address, telephone number and other contact details and other information provided to the Seller) held or used by the Seller. The Seller represents and warrants to TSA that the consent of purchasers or potential purchasers of Tickets have been obtained for the collection, use and disclosure for the purposes of the Events.

- 13 The Seller shall not hold TSA, its employees, agents and contractors liable for any economic loss or any loss, damage or destruction of any property or any injury or death of the Seller, its employees, agents or contractors or any other person arising from or related to the offering or sale of the Tickets, and the Seller shall indemnify TSA and its employees against all actions, claims, demands, losses, damages and costs and expenses (including the solicitor and client costs of the claimant and TSA and its employees) for which TSA shall or may become liable in respect of any economic loss or any loss, damage or destruction of any property or any injury or death of any person arising from or related to the performance or *Liability and indemnity*

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purported performance of the Services. The Seller shall procure adequate insurance to cover such loss, damage, destruction, injury, death, liability or indemnity.

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| 14 | Notwithstanding the other provisions of the Appointment, TSA may from time to time and at any time require the Seller to suspend performance of the Appointment completely or partially and for any period decided by TSA. | <i>Suspension</i> |
| 15 | TSA may terminate the Appointment at any time by giving to the Seller reasonable notice, without claim by or compensation to the Seller except in respect of any antecedent breach of the Appointment. | <i>Contractual termination</i> |
| 16 | Notwithstanding Condition 16 and without prejudice to any other rights and remedies TSA may have against the Seller, TSA may terminate the Appointment immediately by notice to the Seller if the Seller commits a breach of any term or condition of the Appointment which TSA considers incurable or if the Seller fails to remedy any curable breach of any term or condition of the Appointment within the time permitted by TSA or if the Seller enters into liquidation or compounds with its creditors. | <i>Termination for breach</i> |
| 17 | <p>Upon receipt of notice of termination of the Appointment, the Seller shall:</p> <ul style="list-style-type: none"> (1) cease to offer or sell any Ticket to any third party without the prior approval of TSA; and (2) use due diligence and care, and reasonable commercial efforts to fully cooperate with and assist TSA - <ul style="list-style-type: none"> (a) to effect an orderly and timely transition from the Seller to any other person nominated by TSA; and (b) to minimize the interference or impact of such transition upon the operations, business and financial performance of TSA. | <i>Actions required upon receipt of notice of termination</i> |
| 18 | <p>Upon the expiry or any termination of the Appointment:</p> <ul style="list-style-type: none"> (1) any sum due from and not previously paid by TSA to the Seller under the Appointment before the effective date of the notice of termination of the Appointment, shall be subject to the right of offset or deduction by TSA; and (2) the Seller shall, if requested by TSA, return to TSA or dispose of as TSA may instruct, all tickets and materials, documents and papers whatsoever provided or made available to the Seller for the purposes of the Appointment and all unsold Tickets and other property belonging to TSA then in the possession or control of the Seller or its employees, agents or contractors. Time shall be of the essence of this provision. | <i>Consequences of expiry or termination</i> |
| 19 | The Seller may not assign, transfer or share its rights and obligations under the Appointment without the prior consent of TSA. A person who is not a party to the Appointment shall have no right under the Contracts (Rights of Third Parties) Act (Chap 53B) to enforce any of the provisions of the Act. | <i>Assignment and third parties</i> |

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- 20** Any agreement, acknowledgment, consent, permit, approval, notice or request to be given or made by either TSA or the Seller shall be given or made in writing and delivered by mail (postage prepaid), facsimile, email or by hand delivery to the receiving party at its address or number last given to sending party. Notices are effective when received or may be reasonably considered as received by the receiving party.

Notices
- 21** The Appointment and all matters related to or arising from it shall be interpreted and governed by Singapore law and subject to the exclusive jurisdiction of the courts of Singapore.

Governing law
- 22** In the event of any dispute arising between the Seller and a third party in relation to any Ticket, the Seller shall immediately notify TSA of the dispute with all details required by TSA and the Seller shall not take any proceedings in respect of or settle or compromise the dispute with such third party, except at the Seller's own risk and expense and except with TSA's written approval (which approval shall not impose any obligation or liability on TSA).

*Disputes
between Seller
and third party*
- 23** TSA and the Seller shall endeavour to resolve any dispute arising out of or in connection with the Appointment and/or any related Appointments

*Disputes
between parties*

through friendly consultation. If no mutually satisfactory resolution can be reached within a reasonable time, TSA may choose to refer the dispute on an exclusive basis for final resolution by arbitration in Singapore administered by the Singapore International Arbitration Centre in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force which rules are deemed to be incorporated by reference into this provision.