

## **Annex A - TERMS AND CONDITIONS FOR EVENT**

### **1. PREAMBLE**

- 1.1. These Terms and Conditions (“**T&Cs**”) for the event (the “**Event**”), and the Standard T&Cs referred to in Clause 6.1 below, shall form part of the Agreement.
- 1.2. In the event of any conflict or inconsistency between any terms in this Agreement, including any terms in these T&Cs, the term most favourable to the Merchant will prevail and the Merchant will make a reasonable determination thereto.
- 1.3. Capitalised terms not defined in this T&Cs shall have the same meaning as defined elsewhere in the Agreement.

### **2. EVENT CONFIRMATION**

- 2.1. The Event shall be confirmed within the Offer Period.
- 2.2. Any Event confirmed within less than one (1) month of the requested Event date (the “**Event Date**”) is subject to the availability of the Venue and a surcharge of 20% of the Total Event Cost (the “**Late Confirmation Surcharge**”). In addition, full payment of the Total Event Cost and the Late Confirmation Surcharge (if applicable) shall be made upon the signing of this Agreement (by the Eligible Card only) unless otherwise agreed by the Merchant.

### **3. CHARGES AND PAYMENT**

#### 3.1. Initial Deposit

- (a) For any Event which is confirmed more than one (1) month in advance, an 80% deposit based on the Total Event Cost which is subject to the minimum guaranteed attendance as stated in Clause 3.3 (“**Minimum Guaranteed Attendance**”), shall be paid upon the signing of this Agreement to secure the Venue and the Event Date (the “**Initial Deposit**”); or
- (b) For any Event which is confirmed between thirty (30) calendar days prior to the Event Date and fourteen (14) working days prior to the Event Date, full payment based on the Total Event Cost, including any Late Confirmation Surcharge (if applicable), shall be paid upon the signing of this Agreement.

#### 3.2. Balance / Full Payment

Balance payment for the Total Event Cost or, in an exceptional case (which is to be determined by the Merchant in their sole and absolute discretion), full payment where the Initial Deposit and/or progressive payment have not been paid must be paid two (2) weeks prior to the Event Date. Total Event Cost referred to here does not include any applicable Onsite Charges (as hereinafter defined) or any additional items outside the scope of this Agreement (which shall be charged separately and subject to any applicable payment terms).

#### 3.3. Minimum Guaranteed Attendance

- (a) The Merchant shall charge for the Minimum Guaranteed Attendance, notwithstanding a smaller number of actual attendees at the Event (the “**Attendees**”).
- (b) The Merchant shall charge for the actual number of Attendees if the number exceeds the Minimum Guaranteed Attendance.

#### 3.4. Onsite Charges

If the Card Members fails to complete the Event and vacate the Venue by the stipulated time or wishes to extend the Event beyond the stipulated time, a Venue rental charge of S\$500.00 (excluding GST) per hour or S\$125.00 (excluding GST) per block of fifteen (15) minutes will be levied (the “**Onsite Charges**”), which the Card Members will be required to pay on the Event Date by way of the Eligible Card, unless otherwise agreed by the Merchant in writing.

3.5. Late Payment Interest

Any of the foregoing sums that are not paid or not paid in full shall be deemed as debt due by the Card Members to the Merchant and shall be recoverable accordingly. The Merchant shall have the right to charge interest for late payment for any of the foregoing sums not paid in full when due at the rate of 1.5% per month on any outstanding amount owing and due commencing from the date on which such amount was due until the date on which full payment of the same is made.

4. **CHANGE REQUESTS**

- 4.1. Any increase in the number of Attendees or changes to other agreed items in the Agreement must be notified to the Merchant in writing not less than fourteen (14) working days before the date of the Event, failing which an administration charge of S\$100 per item change will be incurred by the Card Members. Any change request shall only be approved by the Merchant in writing in its sole and absolute discretion. Any request to change made less than seven (7) working days before the Event shall not be entertained.

5. **CANCELLATION**

5.1. Cancellation by Card Members

(a) Notice

The Merchant must be notified of any cancellations in writing, by email, fax or letter. Cancellation shall take effect from the date the written notice is received by the Merchant.

(b) No refund or transfer

In the event the Card Members cancel or postpone the Event, any sums paid under Clause 3.1 and/or 3.2, including the Initial Deposit, for the Event shall not be refunded or transferred.

(c) Cancellation charges

In addition to the sum(s) paid under Clause 3.1 and/or 3.2 being forfeited, the following cancellation rates shall be charged to the Card Members for any cancellation of the Event:

- 50% of the Total Event Cost for cancellation made less than two (2) months before the Event; or
- 75% of the Total Event Cost for cancellation made less than one (1) month before the Event; or
- 100% of the Total Event Cost for cancellation made less than two (2) weeks before the Event.

5.2. Cancellation by SZG/JBP

(a) Breach of T&Cs

The Merchant shall have the right to cancel the Event if the Card Members commit any breach of the Agreement. The Merchant shall not be liable for providing any refund to the Card Members in such event.

(b) Non-payment of Initial Deposit

In addition to the right to cancel the Event according to Clause 5.2(a), The Merchant shall have the right to cancel the Event if payment of the Initial Deposit for the Event is not received by the Merchant within seven (7) working days of the Card Members' acceptance and return of this Agreement.

(c) Right to Cancel or Reschedule Event

The Merchant shall have the right to cancel or reschedule the Event and/or change the Venue in their sole and absolute discretion. The Merchant shall as soon as it is reasonably practicable inform the Card Members of the cancellation or proposed rescheduling or change of the Event/Venue. Subject to Clause 4.1 above, Clause 5.1(a) above and Clause 5.3 below, if the Merchant is required to cancel the Event and/or the Card Members decline a rescheduling of the Event or change in the Venue, the Card Members' Initial

Deposit shall be fully refunded within sixty (60) days from such event. Save for the aforementioned refund, the Merchant shall not be liable to the Card Members' for any loss or damage arising from the exercise of their rights herein.

5.3. Force Majeure

**"Force Majeure"** means the non-attributable failure of either The Merchant or the Card Members' to properly fulfil their respective obligations hereunder. Force Majeure situations shall be communicated immediately by the affected party to the other party. Neither party shall have any liability whatsoever to the other party or be deemed to be in default of the Agreement as a result of any delay or failure to perform its obligations under the Agreement resulting from any event, circumstance, conditions or acts beyond the control of the party, the occurrence and/or the effect of which the party affected thereby is unable to prevent and avoid, and such events, circumstances, conditions or acts shall, to the extent the following acts, events, circumstances and conditions fall within the foregoing limitations, be limited to:

- (a) lightning, fire, earthquake, landslide, sea pollution, tsunami, flood, storm, cyclone, typhoon, drought, tornado or act of God;
- (b) any act of war (whether declared or undeclared), insurgency, hostility, invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, or act or campaign of terrorism or sabotage that is part of religious or ethnic unrest;
- (c) industrial action by workmen, strikes, lockouts, labour disputes, works-to-rule or go-slows that are nationwide or that are of a political nature;
- (d) health epidemics declared by the World Health Organisation;
- (e) animal escapes;
- (f) governmental restrictions in Singapore, imposed or to be imposed after the fact; or
- (g) any other similar events in Singapore beyond the Merchant's and/or the Card Members' reasonable control which affects one or more segments of the public in Singapore,

**PROVIDED THAT** the Card Members are without fault and the failure or delay could not have been prevented by the reasonable diligence, precaution or care of the Card Members, and the Card Members use all reasonable efforts to perform its obligations under the Agreement and mitigate the consequences of the Force Majeure event. At any rate, shortcomings will be attributed to the Card Members if they are caused by transport problems, illness of personnel, breach of contract by third parties engaged by the Card Members, strikes in the business of any of the third parties engaged by the Card Members.

In the event of Force Majeure, the Merchant is entitled to retain without refund any payments made under Clause 3.1 and/or 3.2, including the Initial Deposit, for the Event to be held on a later date to be mutually agreement in writing between the parties.

In the event the Force Majeure extends or is likely to extend beyond thirty (30) calendar days, the Merchant is entitled to terminate the Agreement, without any refund, indemnification or other remedy to the Card Members.

6. **CONDUCT OF EVENT ON MANDAI WILDLIFE RESERVE' PREMISES**

6.1. Park Terms and Conditions

The Card Members shall comply with the Park (as hereinafter defined) admission's terms and conditions and Park ticket admission's terms and conditions made available at <https://www.mandai.com/en/park-admission-terms.html> and <https://www.mandai.com/en/park-terms.html> respectively, in force at the time being and as updated from time to time (collectively, the "**Standard T&Cs**").

6.2. Vehicle movements and security clearance

- (a) No vehicle movements are allowed on the Park grounds during the Parks' prevailing operating hours, as published on <https://www.mandai.com/en.html>, as updated from time to time.
- (b) Passenger vehicles, private cars, motorcycle & bicycles are strictly forbidden from entering the Parks. Only commercial goods vehicles are allowed into the Parks at designated timings. It is compulsory for all contractors to exchange their identification papers/permits with the security department for admission into the Parks. All contractors are to show proof of identification upon request. Please note that all vendors or contractors must have a valid work permit to commence any works in the Parks.
- (c) Names of contractors and their vehicle information are required to facilitate security clearance for Park admission and vehicle entry. Such information must be provided to the Merchant seven (7) working days prior to the Event Date.

6.3. Undesirable use / conduct

The Event must be conducted within the Venue and the Card Members shall not use or permit the Venue to be used for any noisy, dangerous, illegal or immoral purpose nor do or permit to be done in the Venue or any part thereof anything which may be or become a nuisance or annoyance or cause damage or injury to the Merchant (including injury to the reputation of the Merchant), the occupiers or users of the Venue or any neighbouring or adjoining premises, including without limitation the following:

- (a) Excessive use of sound at the Event over the acceptable seventy (70) decibels;
- (b) Unauthorised use of lights such as spotlights, laser and disco lights;
- (c) Unauthorised use or storage of flammable or dangerous materials; and
- (d) Tampering or altering of the Venue or fixtures or fittings therein.

The Merchant shall determine the foregoing in its sole and absolute discretion and the Merchant's decision shall be final, conclusive and binding on the Card Members. The Merchant shall have the right to terminate the whole or any part(s) of the Event which they deem unacceptable and shall not be liable to the Card Members for any loss or damage on the account of such termination.

6.4. Advertising

The Card Members shall not affix or display on the exterior or any part of the Venue, or the River Wonders, Jurong Bird Park, Night Safari and/or Singapore Zoo (each a "**Park**" and collectively the "**Parks**"), any name, sign, notice, poster, banner, advertisement or similar, except with the Merchant's prior written consent. All authorised advertising materials for the Event must be removed at the end of the Event, failing which a charge of S\$150 per material shall be imposed on the Card Members.

6.5. Set-up of Venue

The Card Members shall be responsible for the proper and safe set-up of its props and operation of any approved appliances for the Event, whether provided by the Card Members or a third party (collectively, the "**Equipment**"). The Card Members shall be liable for any loss or damage or personal injury occurring to the Merchant and its employees and/or the public and/or the staff or independent contractors engaged by the Card Members for and in connection with the setting up of such Equipment. The Merchant reserves the right to reject any Equipment which it deems in its sole and absolute discretion to be non-compliant with the terms of the Agreement and these T&Cs.

6.6. Storage and removal of Equipment

- (a) The Card Members may store the Equipment at or near the Venue upon the Merchant's written advice and approval. The Merchant shall not be held liable for any loss or damage to such Equipment.

- (b) All and any Equipment belonging to the Card Members shall be removed at the end of the Event or such other date approved by the Merchant in writing. Failure to do so shall entitle the Merchant to remove, dispose or destroy such Equipment at the Merchant's sole and absolute discretion. No claim whatsoever shall be made against the Merchant's on account of such disposal or destruction.
- 6.7. Smoking is not permitted at all the Venue and Parks.
- 6.8. No external food and beverages ("**F&B**")
  - (a) Save for the F&B prepared by the Merchant, no other F&B may be brought, prepared, cooked or consumed at the Event unless prior written notice has been given to the Merchant for its written consent and subject to the conditions specified in Clauses 6.8 and 6.9. The Card Members shall provide the Merchant with fourteen (14) working days' notice in writing. Any written approval by the Merchant, which is to be granted in the Merchant's sole and absolute discretion and subject to any further conditions as the Merchant deems necessary, shall be specified on the cover letter of the Agreement.
  - (b) For hygiene and safety reasons, any unconsumed F&B from the Event shall not be removed from the Venue and shall be retained by the Merchant. In this regard, the Merchant shall not be liable to reimburse the Card Members for any costs associated with the unconsumed F&B.
- 6.9. Appointment of External F&B provider

The Card Members may engage the services of its own F&B provider ("**External F&B Provider**") for the Event subject to the following:

  - (a) the Card Members shall pay an additional charge based on the actual number of Attendees at the Event:
    - 5,000 Attendees or below – S\$3,000
    - Above 5,000 Attendees – S\$5,000
  - (b) the Card Members shall ensure that its External F&B Provider has obtained and complied with all the necessary approvals and/or licences and insurance coverage required by law for the provision of its services. Upon request from the Merchant, the Card Members shall provide the Merchant with copies of the External F&B Provider's operating licence, health and safety records and insurance policies, or similar;
  - (c) the Card Members shall ensure that the External F&B Provider complies with all the Merchant's regulations on security, environment, health, safety and discipline, from time to time in force and shall furnish the menu provided for the Event no later than fourteen (14) working days from the Event Date; and
  - (d) the Card Members shall at all times be fully responsible for the F&B provided by and the actions and conduct of the External F&B Provider and its workers, and shall be fully liable and indemnify the Merchant for any accident, injury, death, loss, damage, liability, claim or proceeding resulting from their negligent acts or omissions and/or breach of any term of this Agreement or of any applicable rules and regulations governing the provision of the F&B services by the External F&B Provider.
- 6.10. Indemnity

The Card Members shall indemnify the Merchant against all claims, demands, actions, proceedings, judgments, damages, losses, costs and expenses of any nature which the Merchant may suffer or incur for death, injury, loss and/or damage in connection with or caused by:

  - (a) any occurrences in the Event or the use of the Venue by the Card Members or by any of the Card Members' independent contractors, or agents (including but not limited to the use or misuse, waste or abuse of the

Venue or utilities or fittings or fixtures therein); and

- (b) any default by the Card Members in complying with the terms of these T&Cs, the Standard T&Cs and/or the Agreement.

## 7. **ENTERTAINMENT**

### 7.1. Provided by Card Members or Third Party

The Card Members shall obtain the Merchant's consent in writing at least fourteen (14) working days in advance of the Event Date for any entertainment and program for the Event provided by the Card Members or a third party. In conducting the Event's entertainment and program, the Card Members shall comply with the T&Cs herein and specifically in relation to the conduct of the Event as set out in Clause 6 above. The Merchant reserves the right to decline any entertainment or program that they deem in its sole and absolute discretion as unsafe, inappropriate, or posing a nuisance to the public or animals within the Parks. The Card Members shall be responsible for obtaining any and all approvals, clearances, licences and rights in relation to the entertainment or program for the Event.

### 7.2. Animal appearance may be provided by the Merchant

At the Card Members' request and for a fee, the Merchant may provide animal appearances at the Event. Advance notice of fourteen (14) working days in writing shall be given to the Merchant for such arrangements. In the event of unforeseen circumstances, including but not limited to animal welfare or bad weather conditions, the animal appearances may be cancelled for safety reasons at the Merchant's sole and absolute discretion. In this regard, the Merchant will return or waive any fee charged.

## 8. **CONDITIONS OF ADMISSION**

### 8.1. Parking

- (a) All vehicles must be parked within the designated car parks.
- (b) Availability of the parking lots is on a 'first come, first-served' basis.

### 8.2. Entrance and exit

- (a) Attendees will be allowed entry into the Park based on the Park's standard admission and tram tickets. Such tickets, which are part of the Event, will be provided to the Card Members before the Event. The terms and conditions of the admission tickets shall apply and are found on the reverse side of the admission tickets.
- (b) From the Park's admission gates, Attendees shall be required to walk to and from the Venue unless an alternative arrangement has been agreed in writing in advance with the Merchant.

## 9. **NO RESALE OF TICKETS**

### 9.1 Tickets provided to the Card Members hereunder are valid for admission to the Park only on the Event Date.

### 9.2 Any tickets provided hereunder are not to be resold on any physical, digital or other forms of resale, including but not limited to third party online platforms, or on the premises (including the non-ticketed areas, entrances and parking areas) of the Parks. In the event of such unauthorised sale, the Merchant reserves the right to:

- (a) reject any ticket that has been resold in breach of this provision and accordingly deny entry to the Park(s); and/or
- (b) invalidate all or any of the remaining tickets purchased hereunder and accordingly deny entry to the Park(s), without prior notice or compensation to the Card Members or ticket holders.

### 9.3 Any ticket reported lost, stolen, defaced, destroyed, damaged or torn or in any way interfered with will be rejected

and considered void.

## 10. **GENERAL**

### 10.1 Insurance

The Card Members shall on their own effect and maintain at all times during the Event (or before or after the Event as deemed necessary by the Card Members) and at the Card Members' sole cost and expense, an adequate comprehensive public liability insurance policy covering the Card Members, their guests, contractors, agents or any permitted occupier for an amount of not less than S\$750,000 in respect of any one occurrence.

### 10.2 Liability

To the extent permitted by law, the Card Members hereby release and discharge the Merchant from all liabilities, claims and demands for any death, injury, loss, damage or inconvenience caused to or sustained by any visitors to the Parks unless caused by the negligence, wrongful act or omission of the Merchant, its directors, officers, employees, consultants, advisers, or agents (collectively, "**Representatives**"), or its Related Corporations (as hereinafter defined) and their Representatives. For the purposes of these T&Cs, the term "**Related Corporation**" in relation to a corporation, means the holding company of that corporation, a subsidiary of that corporation, a subsidiary of the holding company of that corporation, or an associate company of that corporation.

### 10.3 Confidentiality

(a) This Agreement, all communications between the Merchant and the Card Members, all information and other material supplied to or received by either of them from the other which the disclosing party has marked as "confidential" at the time of disclosure by the disclosing party to the receiving party, and any information concerning the business transactions or financial arrangements of the Merchant and/or the Card Members, as the case may be, shall be kept confidential by the receiving party and no disclosure is allowed except:

- (i) To the receiving party's Representatives, and (in the case where the Merchant is the receiving party) to its Related Corporations and their Representatives whose duties require them to possess or consider the Confidential Information and on a strictly need-to-know basis
- (ii) With the prior written consent of the disclosing party;
- (iii) If the information is publicly available; or
- (iv) The disclosure is required by law.

This Clause 10.3(a) shall remain in full force and effect for two (2) years from the date of the Agreement notwithstanding the termination or expiry of the same for any reason.

(b) If the Card Members fail to comply with their obligations arising from this Clause 10.3, they shall be liable to the Merchant for actual damages suffered.

### 10.4 Data Protection

(a) The Card Members

- (i) agrees to provide their consent to the Merchant, and its Related Corporations (collectively referred to as the "**Mandai Wildlife Group**") and/or any party authorised by the Mandai Wildlife Group, and
- (ii) in respect of the Personal Data (as hereinafter defined) which the Card Members will be or are disclosing to the Mandai Wildlife Group, agrees that they would have, prior to their disclosure to the Mandai Wildlife Group, obtained the consent from the individuals whose Personal Data the Card Members are disclosing,

for the Mandai Wildlife Group to collect, use, disclose, share and/or process the Personal Data for any purposes reasonably relating to the Agreement and the Event and any subsequent publicity and/or marketing, according to the Mandai Wildlife Group Data Protection Policy as available at <https://www.mandai.com/en/about-us/our-policies/data-protection.html> in force at the time being and as updated from time to time, and prevailing Mandai data policies applicable to staff. Such consents shall be valid until and unless the Card Members write to the Merchant at [sales.eng@mandai.com](mailto:sales.eng@mandai.com) to withdraw such consent (in that event, the Merchant will only retain the data to the extent necessary to comply with the Merchant's legal obligations). If the Card Members become aware of any updates, including but not limited to any errors in or changes to the Personal Data, and withdrawal of any individual's consent after disclosure, the Card Members shall, as soon as reasonably practicable, notify the Merchant in writing, and take all necessary actions to co-operate fully with the Merchant to correct any errors in and/or effect any changes to such Personal Data.

- (b) The Card Members shall comply with the Personal Data Protection Act 2012 ("**PDPA**"), all applicable privacy, data protection or similar laws and regulations ("**Personal Data Protection Laws**") and shall not, by its act or omission, cause the Mandai Wildlife Group to be in violation of any applicable Personal Data Protection Laws.
- (c) For the purposes of this Clause 10.4, "**Personal Data**" shall be defined as data, whether true or not, about an individual who can be identified (a) from that data; or (b) from that data and other information to which the organisation has or is likely to have access.

#### 10.5 Intellectual Property

- (a) The Card Members agree to grant to the Mandai Wildlife Group a worldwide, perpetual, irrevocable, non-exclusive, royalty-free, assignable and transferable licence to do all acts and to use the Card Members' intellectual property rights, including but not limited to trademarks, logos, names and any expression similar to the foregoing (collectively, "**IP Assets**") to the extent consistent with the intent of this Agreement, comprised in the IP Assets owned by the Card Members for purposes relating to the Agreement and the Event and any subsequent publicity and/or marketing deemed reasonable by the Mandai Wildlife Group or as may otherwise be contemplated in this Agreement, including without limitation, to use, exercise, reproduce, display, modify, communicate, or adapt the same in all forms of media whether now known or in the future invented.
- (b) Except as otherwise provided herein, each party's IP Assets shall remain vested in that party and neither party shall be entitled to use or have any rights to the other party's IP Assets except with prior written consent of the other party, save that the Mandai Wildlife Group shall be entitled to do all acts in respect of the Card Members' IP Assets to the extent provided for in the preceding Clause 10.5(a). The Card Members shall not indicate or use any of the Mandai Wildlife Group's IP Assets on any materials or website(s) or in any manner, without the prior written approval obtained from the Mandai Wildlife Group.
- (c) For good and valuable consideration, the receipt of which the Card Members acknowledge, in relation to all of their IP Assets, the Card Members hereby irrevocably, unconditionally and formally waive, and warrant that they have procured from and will procure from the relevant third parties, including their agents, sub-contractors or consultants engaged by the Card Members in the development, creation or acquisition of the IP Assets ("**Relevant Third Parties**"), a waiver of, to the fullest extent permitted by law, all of the following:

- (i) all moral rights the Card Members and/or the Relevant Third Parties have or may be entitled to, under the Copyright Act (Chapter 63) of Singapore, as may be amended from time to time and any similar legislation in any relevant jurisdiction; and
- (ii) all rights to be identified, not to be identified, not to be falsely identified, not to have an altered copy of the work represented as unaltered, and rights of attribution which the Card Members and/or the Relevant Third Parties have or may be entitled to in Singapore or in anywhere in the world under any legislation now existing or in future enacted.

10.6 Negative Publicity

The Merchant is entitled to terminate the Agreement with immediate effect by means of a written notice to the Card Members, in the event the Card Members and/or any of their brands or Representatives are associated with any media reports (traditional, social or otherwise) that, in the Merchant's sole and absolute discretion, may unfavourably impact the Merchant's reputation by the association of the Card Members and/or their brands or Representatives with the Merchant.

10.7 Compliance with All Laws

The Card Members shall comply with all applicable laws, by-laws, legislation, regulations, directives, guidelines or government policies.

10.8 Closure of JBP's Premises

The Card Members acknowledge and agree that JBP's premises will be closing and the new bird park will be opening in the Mandai precinct, and agree that (i) the Merchant may exercise one or more of its rights under this Agreement, and (ii) they shall take all necessary actions upon reasonable notification to them by the Merchant to co-operate fully with the Merchant in the execution of all corresponding documentation, in both instances, relating thereto, without liability for compensation, damages, or otherwise.

10.9 Severability

In the event that any term or condition or part thereof in these T&Cs shall for any reason be determined by any court or tribunal to be illegal, invalid or unenforceable, then the remaining term or condition or part thereof shall not be affected, impaired or invalidated and shall remain in full force and effect and shall continue to be binding upon the parties hereto.

10.10 No waiver

The Merchant's consent to or waiver of any default by the Card Members of their obligations in this Agreement shall only be effective if it is in writing in respect to such default. Mere knowledge of or consent by conduct of the Merchant (expressed or implied) to such default shall not be implied or treated as a waiver. No failure or delay by the Merchant in exercising any right, power, remedy or privilege under or in relation to this Agreement shall operate as a waiver of the same nor shall any single or partial exercise of any right, power, remedy or privilege preclude any further exercise of the same or the exercise of any other right, power, remedy or privilege.

10.11 Assignment

This Agreement may not be amended or assigned to a third party unless otherwise stated in this Agreement or agreed in writing by both parties, provided that the Merchant may assign the Agreement to its Related Corporations without seeking the agreement of the Card Members.

10.12 Variation

The Merchant reserves the right to vary, modify, amend or supplement any provision of these T&Cs at its reasonable discretion and without prior notice to the Card Members.

10.13 Governing Law and Jurisdiction

This Agreement is governed by Singapore law and the parties agree to submit to the exclusive jurisdiction of the courts of the Republic of Singapore.

10.14 Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore

A person who is not a party to these T&Cs has no right under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore to enforce or enjoy the benefit of any term of these T&Cs.