

**Constellar Holdings Pte. Ltd.**

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Please click on the hyperlinks below to access the following:

- [TERMS OF SERVICE](#); and
- [COMMUNITY GUIDELINES](#); and
- [PRIVACY POLICY](#); and
- [COOKIE POLICY](#).

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## **A. TERMS OF SERVICE**

### **1. Introduction**

- 1.1. Constellar Holdings Pte. Ltd. (UEN: 202103766E), our related corporations and affiliates (collectively “**Group**”, “**us**”, “**we**” or “**our**”) are well-established in the Meetings, Incentives, Conferences and Exhibitions (MICE) industry. We manage and operate Singapore EXPO and MAX Atria (“**Premises**”). With 100,000 square metres of column-free indoor and outdoor space available, and F&B offerings, the Premises are choice venues for MICE activities and events in Singapore. We also develop, host, manage and organise conventions, events, exhibitions and shows. Further details of our businesses can be found on our corporate websites.
- 1.2. In connection with our businesses, we develop, launch, offer and/or promote various communities, products, services, solutions and/or technologies (collectively “**Products & Services**”). We also own or manage various websites, mobile/web applications, social media accounts and digital platforms (collectively “**Sites**”) to provide our customers with unique and unforgettable experiences. The annex to our Privacy Policy sets out a non-exhaustive list of conventions, events, exhibitions, shows and other activities hosted, organised and/or managed by us (collectively “**Events**”) which we have Sites for.
- 1.3. You are viewing this page as you have intentions to enter or have entered into an agreement or arrangement with us in relation to our Premises, our Sites, our Community (as defined below), our Events (as defined below) and/or our Products & Services. Our Terms of Service set out:
  - (a) terms and conditions to govern your relationship with us and our community (including without limitation our event managers, event organisers, exhibitors, participants, partners, speakers, sponsors and supporting organisations) (collectively “**Community**”); and
  - (b) terms and conditions of activities to be carried out at or in connection with our Premises, our Site, our Community, our Events or our Products & Services (“**Activities**”).
- 1.4. For avoidance of doubt, Activities may include without limitation:
  - (a) accessing and/or using our Premises, our Sites (including their contents, features, functionalities and technologies) and/or our Products and Services;
  - (b) joining our Community and/or participating in our Community-related activities;
  - (c) visiting our Premises;
  - (d) dining at our F&B outlets and/or shopping at our retail outlets or e-shops; and/or
  - (e) registering for, participating in and/or attending our Events.
- 1.5. However, our Terms of Service do not set out exhaustively the terms and conditions in relation to the Activities. Additional terms and conditions may apply to certain Activities, which we may prescribe. Further, we may require you to enter into separate written contracts with us in relation to certain Activities, our Premises, our Sites, our Community,

our Events and/or our Products and Services. In such an event, our Terms of Services are to be read in tandem with such contracts but should there be any conflict or inconsistency, the separate written contracts entered into between you and us shall prevail.

- 1.6. Further, certain third-party products or services provided at our Premises and Sites, including those of other Community members, may be subject to third-party terms and conditions; and you should contact the relevant third party for further details. We shall not be liable or responsible for any third-party products or services.

## **2. T&Cs**

- 2.1. You must be at least 18 years old to carry out any of the Activities. If you are a minor, you may only carry out any of the Activities under the authorisation and supervision of your parent or legal guardian. By carrying out any of the Activities, you are deemed to represent and warrant to us that you are at least 18 years old and/or have full legal capacity to agree to the T&Cs (as defined below).
- 2.2. If you are carrying out any Activities on behalf of a corporation or another individual, then:
  - (a) you represent and warrant that you are the authorised representative of such corporation or individual (as the case may be) with the authority to agree to the T&Cs (as defined below) on such corporation's or individual's behalf; and
  - (b) you agree and acknowledge that you and such corporation or individual (as the case may be) shall be jointly and severally responsible for your conduct in respect of and in connection with any of the Activities.
- 2.3. By carrying out any of the Activities, you are deemed to have agreed to:
  - (a) our Terms of Service;
  - (b) our Community Guidelines;
  - (c) our Privacy Policy;
  - (d) our Cookie Policy;
  - (e) any other terms and conditions published at our Premises and Sites ("**Other Terms**"); and
  - (f) terms and conditions otherwise contained in your separate written contract with us,(collectively "**T&Cs**"). As such, please ensure that you have read and understood the T&Cs. If you do not agree with any provision, please cease all Activities immediately.
- 2.4. Further, do note that our Terms of Service, our Community Guidelines, our Privacy Policy, our Cookie Policy and our Other Terms, which are published on our corporate websites, may be reviewed and amended by us from time to time, at our sole and absolute discretion. As such, you are reminded to check our corporate websites on a regular basis to obtain the most updated version of these documents.
- 2.5. All Activities must be carried out in accordance with the T&Cs and applicable law. You must not carry out any Activities for any unlawful purpose or in any manner prohibited by us.
- 2.6. If you are or suspected to be in breach of the T&Cs, we may, in our sole and absolute discretion, and without notice or explanation, do any of the following (which may be temporary or permanent, or in whole or in part):
  - (a) restrict or block your access to and/or use of our Premises and/or Sites;
  - (b) restrict and/or prevent you from carrying out any of the Activities;
  - (c) refuse and/or cease to do business with you;
  - (d) denying you our Products & Services;
  - (e) take down any content, data and information posted, submitted and/or shared on our Sites;
  - (f) remove you from our Community,
  - (g) suspend or terminate your memberships or user accounts on our Sites; and/or

- (h) any other action as we deem fit to protect our interests and the interests of our Community.

### **3. Activities on our Premises and Sites**

3.1. You must not carry out any of the following Activities without our prior written consent:

- (a) in relation to our Premises:
  - (i) alter or make additions/installations thereto (including any telecommunication equipment, wires, fixtures, fittings and decorations);
  - (ii) bring in and/or store any dangerous, hazardous, or unlawful goods;
  - (iii) obstruct light, ventilation, passageways and/or common areas;
  - (iv) smoke outside designated smoking areas, create a fire hazard or tamper with firefighting installations;
  - (v) bring in heavy machineries or carry heavy articles on our elevators and escalators;
  - (vi) display any signboard or nameplate;
  - (vii) do anything which you know or ought to know may:
    - (A) affect our insurance policies;
    - (B) affect our lease of the Premises; or
    - (C) be a safety hazard;
  - (viii) carry out any touting or be a public nuisance or annoyance;
  - (ix) bring in animals or attract pests; and
  - (x) litter, damage or pollute the surrounding environment; and
- (b) in relation to our Sites:
  - (i) archive, reproduce, distribute, modify, display, perform, publish, license, create derivative works from, offer for sale, or use content, data, information or material contained on or obtained from or through our Sites;
  - (ii) create, enable, distribute, publish or transmit anything designed to attack, destroy, disrupt, interfere, interrupt or limit the functionality of our Sites, including any viruses, worms, keyloggers, adware, malware, spyware, trojan horses or any other computer codes, files or programs;
  - (iii) gain unauthorised access and/or use of our Sites or files on our internal and external servers;
  - (iv) obtain any content, data, information or material which is not intended by us to be made available via our Sites;
  - (v) manipulate the content of our Sites by way of backdoor attack, code injection/insertion, exploits or other unauthorised means;
  - (vi) use any robot, data mining or other extraction methods, or other automated means to access and/or use our Sites;
  - (vii) decompile, reverse engineer or disassemble our Sites;
  - (viii) infringe or misappropriate the IP (as defined below) of any person or entity; and/or
  - (ix) use our Sites in any manner that could negatively affect or is prejudicial to our Sites and our Community.

### **3.2. WiFi Services**

- (a) We may provide free or paid wireless internet service (“**WiFi Services**”) at our Premises. We reserve the right to impose or vary charges for the WiFi Services at our sole and absolute discretion.
- (b) You shall and shall ensure your users comply with the registration and application procedures prior to using the WiFi Services. We may, at our sole and absolute discretion, reject any registration or application for the WiFi Services.
- (c) You and/or your users agree not to use the WiFi Services (i) in violation of the T&Cs or any applicable law, and (ii) in any manner deemed inappropriate by us or which you know or ought reasonably to know to be inappropriate. In particular, you undertake not to cause any failure/fault to or prejudice our network or the devices of other users of the WiFi Services (including by way of any viruses, worms, trojan horses, keyloggers, adware, malware, spyware and other harmful or destructive content, computer codes, files or programs).

- (d) You agree that we may monitor your internet usage and traffic transmitted or received using the WiFi Services.
- (e) We may, at our sole and absolute discretion (i) discontinue and/or suspend the WiFi Services or any part thereof, and/or (ii) terminate your WiFi Services account, for any reason and at any time without any liability whatsoever to you.
- (f) You acknowledge and accept that actual data transfer speed experienced by you when using the WiFi Services is dependent on many factors for which we are not responsible, including without limitation:
  - (i) overall network traffic condition;
  - (ii) type of data accessed, whether non-cached or cached data;
  - (iii) location and configuration of the accessed server;
  - (iv) performance characteristics of each component of the data network, the number of users and the extent of all users' compliance with such conditions and requirements as set out by us; and
  - (v) the performance characteristics and location of wireless devices or other equipment used to receive the WiFi Services including but not limited to distance, physical environment such as walls, pillars, tunnel, walkways, reflective surfaces, encryption standards, interference of other electronic devices and congested wireless channels.
- (g) Access to the WiFi Services depends on the compatibility of your and/or your users' devices. The WiFi Services are offered on a "as is-where-is" basis. We hereby exclude all warranty, representation or guarantee (whether express or implied) regarding:
  - (i) the access and use of the WiFi Services (including without limitation the accessibility, availability, reliability or accuracy of the WiFi Services or that the WiFi Services will be uninterrupted or error-free);
  - (ii) the performance and/or condition of the WiFi Services;
  - (iii) the compatibility of the WiFi Services for any specific application, hardware or device; and
  - (iv) any other aspect of the WiFi Services.
- (h) We shall not be responsible for and do not have any control over:
  - (i) the internet services which you and/or your users access via the WiFi Services;
  - (ii) the information which is being transmitted or received via the WiFi Services;
  - (iii) any wrongful, illegal or unauthorised access and/or use of the WiFi Services by third parties; and
  - (iv) introduction of viruses, worms, trojan horses, keyloggers, adware, malware, spyware and other harmful or destructive content, computer codes, files or programs by third parties to your and/or your users' hardware/device(s) via the WiFi Services.
- (i) The use of our WiFi Services and any transmission of data through it shall be at your own risks. We shall not be liable in any way for any loss (including loss of data), damage, costs, expenses or liability arising from the use of the WiFi Services.

#### **4. Access to and use of our Sites**

- 4.1. We do not guarantee continuous accessibility or uninterrupted operation of our Sites and shall not be held liable, if for any reason, any information is or becomes unavailable at any time or for any period. We do not warrant or represent that any information transmitted via electronic mail or our Sites to/from you will be accurately received or is secure. Use of our Sites is subjected to our Cookie Policy.
- 4.2. We may decide from time to time to temporarily restrict or block access to, or use of, all or part of our Sites without notice to you, whether for the purpose of upgrading, maintaining or investigating our Sites or for any other reason(s) which we deem appropriate and/or necessary. We shall not be held liable and/or responsible for any loss and/or damage caused or arising out of, in connection with or by reason of such restriction of access to our Sites.

- 4.3. The use of our Sites and the electronic transmission of any document or information to/from you via our Sites are entirely at your own risk.
- 4.4. You agree to use our Sites, including all features and functionalities associated therewith, in accordance with all applicable laws, rules and regulations, and other restrictions on use of our Sites or any content therein. Any access and/or use of the Sites by you is at your own initiative and risk, and you shall be solely responsible for compliance with the applicable laws of your jurisdiction.
- 4.5. All the content on our Sites (including but not limited to text, graphics, photographs, logos, icons, videos and sounds) is copyrighted and may not be used without our prior written permission. We also do not warrant that the use of information contained in our Sites will not infringe the intellectual property rights or other rights of third parties.
- 4.6. Your access to or use of our Sites should not be construed as us granting, by implication, estoppel or otherwise, any licence or right to use the content and/or trademarks on our Sites. Other than the limited grant of access to and viewing of the content and/or trademarks on our Sites, you shall have no privileges and/or rights in any content and/or trademarks on our Sites.
- 4.7. You may not copy, display, distribute, modify, publish, reproduce, transmit and/or otherwise transfer any content obtained from our Sites for any commercial purpose without our prior written consent.
- 4.8. You may not use our Sites for any unlawful purpose or in such manner as prohibited by our Terms of Service, particularly:
  - (a) using our Sites in any manner that could negatively affect our Sites or the network connected thereto (including but not limited to damaging, impairing, interfering with or overburdening our Sites (in whole or in part));
  - (b) gaining unauthorised access to our Sites and the network connected thereto (including but not limited to by way of hacking or password theft);
  - (c) circumvent, remove, alter, deactivate, degrade or thwart any of the content protections in our Site;
  - (d) use any robot, spider, scraper or other automated means to access our Sites, decompile, reverse engineer or disassemble any software or other products or processes accessible through our Sites;
  - (e) insert any code or product or manipulate the content of our Sites in any way;
  - (f) use any data mining, data gathering or extraction method;
  - (g) upload, post, e-mail or otherwise send or transmit any material designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with our Sites, including but not limited to any software viruses or any other computer code, files or programs; and
  - (h) obtaining any information which is not intended by us to be made available via our Sites at that time.

## **5. User Accounts**

- 5.1. To register/sign-up for a user account on our Sites, you must have a valid email account and/or mobile number. You may have to verify and/or use a one-time password sent to your email address and/or mobile number before you can access your user account. Our Privacy Policy applies to the registration/sign-up and/or use of such user accounts.
- 5.2. The information that you provide during the registration process must be true, complete and accurate and you are required to keep this information up-to-date ("**Login Details**"). You are responsible for maintaining the secrecy and security of your own Login Details.

- 5.3. You are fully responsible for your conduct and all activities that occur under your user account and any other actions taken in connection with the access and/or use of our Sites or carrying out any of the Activities.
- 5.4. You must not misuse, share or disclose your user account or Login Details to any third party. If your user account or Login Details is compromised, or you believe that there is an error or unauthorised transaction or activity associated with your user account or Login Details, you must immediately notify us and change your Login Details.
- 5.5. We reserve the right to temporarily or permanently disable your user account at any time and terminate your access to all or any part of our Sites and/or the Product & Services therein at any time for any reason without notice.
- 5.6. We may send you information relating to your user account (e.g., payment authorisations, invoices, changes in password or payment method, confirmation messages, notices etc.) in electronic form and other details about what we have to offer, in accordance with our Privacy Policy.
- 5.7. If you are representing your company/organisation, you should ensure that you have read and are familiar with your company/organisation's values and principles to guide you in your dealings with external parties on behalf of your company/organisation when you access and/or use our Sites or carry out any of the Activities. For example, should you wish to include your company/organisation logo on your user account's profile, please ensure that you have obtained the necessary authorisation from your company/organisation and that you are in compliance with your company/organisation's branding guidelines.
- 5.8. As it is impossible for us to review everything on our Premises and Sites, we do not endorse any content, data, information or material therein nor represent that they are in compliance with our Community Guidelines. As such, we shall not be liable or responsible for any loss or damage arising from your access and/or use of any content, data, information or material on our Premises and/or Sites.
- 5.9. We reserve the right (but shall not be obliged) to delete, edit, intercept, monitor, moderate and/or review any content, data, information or material on our Premises and/or Sites (including private conversations and messages) at any time without notice or explanation. In this regard, you consent to us doing so and agree to waive all creator/control rights.
- 5.10. If you do not register/sign-up for a user account or if you delete/deactivate your user account, we shall be entitled to withdraw/withhold the provision of our Products & Services to you, without (a) liability/penalty and/or (b) compensation/refund to you.

## **6. Intellectual Property**

- 6.1. For the purposes of the T&Cs, reference to "**IP**" shall include all rights, title and interest in and to intellectual property rights including content, documents, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, webinar, webinar reference materials, music, "look and feel", and other proprietary rights including all adaptations, derivations and variations.
- 6.2. Our IP
  - (a) All IP relating to our Premises, our Sites, our Products & Services, our Community and our Events are either owned or licensed by us (collectively "**Our Pre-Existing IP**"). Our Pre-Existing IP shall **not** be copied, displayed, distributed, downloaded, licensed, reproduced, sold, transmitted, used or otherwise exploited for any purpose not authorised by us in writing.
  - (b) All IP (excluding Your IP {as defined below}) comprised in any and all materials or any part thereof created or developed by you (whether independently, jointly with us or with any third party) relating to and in connection with us and our Community, our Premises and Sites, our Products & Services and/or our Events

(collectively "**Foreground IP**") shall be irrevocably assigned to and vest in us upon such creation, development and/or generation, unless otherwise specified in writing by us.

- (c) Other than the limited grant of access to view and/or download the Foreground IP and Our Pre-Existing IP with our written permission or authorisation, you shall have no privileges or rights in any of the aforementioned, unless we otherwise agree in writing.
- (d) Our Sites may allow you to send comments, remarks, suggestions, ideas, graphics, photographs, questions, complaints or other information posted or communicated to us (collectively "**submissions**"). You understand that by making the submissions, you grant us a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, transferable license to use, reproduce, distribute, sublicense to others, modify, translate, prepare derivative works of, publicly display, and publicly perform the submissions, including to use them for any commercial or other purpose whatsoever without approval from or compensation to you or any other person, including to use them for any commercial or other purpose whatsoever without approval from or compensation to you or any other person. We will not be required to treat any submissions as confidential.

### 6.3. Your IP

- (a) All IP (including submissions but excluding Our IP) which you may provide on our Sites and Premises, send to others (e.g., using our chat and private messaging services), use in your in connection with your speaker engagement/assignment or otherwise provided by you in connection with any Activities (collectively "**Your IP**"), are either owned or licensed by you from third parties, unless otherwise agreed between you and us in writing. You undertake, represent and warrant that you own all necessary rights to Your IP.
- (b) Insofar as any of Your IP is embedded in Our IP, you agree to grant us, or procure a grant to us, a fully-paid, irrevocable, non-exclusive, perpetual, royalty-free and worldwide licence, with sub-licensing rights and without duty to account, to use, access, download, copy, distribute, transmit, modify and adapt Your IP for the following purposes:
  - (i) to enable us to discharge our obligations under the T&Cs and/or other agreements between you and us;
  - (ii) displaying, distributing, and promoting Our IP, including making recordings and copies of Your IP or portion(s) of it available for viewing and/or downloading by the public as part of Our IP; and
  - (iii) any other purposes in connection with our Premises, our Sites, our Community, our Events and/or our Products & Services (including past, existing and future ones).

### 6.4. Third-Party IP

- (a) If Your IP contains IP belonging to a third party ("**Third-Party IP**"), you agree to:
  - (i) obtain all written permissions, clearances and/or licensing rights required by such third party to use and provide Your IP containing such Third-Party IP to us in accordance with the T&Cs;
  - (ii) at our request, provide to us supporting evidence and documents of such permissions, clearances and/or licensing rights to such Third-Party IP; and
  - (iii) display attribution text or citations in Your IP containing Third-Party IP, attributing the third-party owner, unless otherwise waived by the owner of the Third-Party IP.
- (b) You undertake that you shall do not infringe the IP rights of any third party.

## 7. Hyperlinks

- 7.1. We may provide hyperlinks or redirections to other third-party sites (e.g., social media platforms and websites of our Community members) which may not be owned, managed or operated by us ("**Third-Party Sites**"). Such hyperlinks and redirections to Third-Party Sites do not mean that we or any other member of our Community are connected with,

related to or associated with or endorse the Third-Party Sites and the contents, products and/or services provided therein.

- 7.2. We do not have any control over Third-Party Sites and shall not be liable or responsible for:
- (a) the accuracy, availability, content or functionality of such Third-Party Sites;
  - (b) the contents, products and services provided therein; and
  - (c) any loss and/or damage arising from your access and/or use of such Third-Party Sites.
- 7.3. You should exercise caution and good judgement before providing or clicking on hyperlinks to Third-Party Sites, as this could expose your or our Community to possible viruses, worms, trojan horses, and other harmful or destructive content.
- 7.4. You should check all Third-Party Sites for any applicable terms and conditions and/or policies. When in doubt, please verify with us and/or contact the owner of the Third-Party Sites for clarification. We shall accept no liability for any failure on your part to view, comply and/or familiarise with any such terms, conditions and/or policies.

## **8. Event Registration and Participation**

- 8.1. Admission to our Premises and the Events may be open to the public, or by registration/invitation only, and a fee may be charged by us for admission as we may determine at our sole and absolute discretion. Our Privacy Policy applies to such admission, registration and participation at the Events.
- 8.2. Our grant of your admission/registration to any Event is subject to us receiving full payment of the applicable fees prior to the commencement of the Event. Such fees may be changed by us from time to time without prior notice or explanation, and without us giving any refund. All payment to us must be in full, free of withholding and not subject to any set-off.
- 8.3. You are responsible for your own taxes and all applicable bank charges. If we are required to deduct or withhold taxes under any applicable laws, you agree to pay such additional amounts such that we receive all applicable fees in full after such deduction or withholding.
- 8.4. We reserve the right to amend, cancel, withdraw, extend and/or shorten any promotion and/or discount to any applicable fees offered at any time relating to the Event without prior notice or explanation.
- 8.5. We may, at any time for any reason and at our sole and absolute discretion:
- (a) vary, alter and/or modify the attractions, contents, features, formats and/or programmes of any Event (including converting the Event from an in-person event to a digital event {or *vice versa*});
  - (b) change the dates, times, periods and venues of any Event (including changing the in-person venues to digital venues {or *vice versa*}) and postponing, suspending, shortening and/or extending the duration of the Event);
  - (c) cancel the whole or part of any Event;
  - (d) reject your application, admission, registration and/or purchase relating to any Event; and/or
  - (e) refuse entry or remove you or any person into or from any Event and/or any Premises or Sites,
- and in any of the above cases there shall not be any refund to fees paid by you unless we otherwise determine.
- 8.6. You are responsible for checking our Events' official Sites regularly for updates.
- 8.7. All fees paid are non-refundable. For avoidance of doubt, unless we otherwise decide, there shall not be any refund of fees paid for any reason including as a result of:



- (a) your cancellation, downgrade, return or refund of any registration, event/access pass or any other purchase relating to any Event;
  - (b) your non/partial-attendance of any Event including due to technical issues; or
  - (c) your dissatisfaction with us, our Community and/or the Event.
- 8.8. All applications, registrations and purchases made are non-transferable and non-substitutable unless we otherwise consent in writing. Without our prior written consent, passes may not be transferred or resold (whether free or otherwise, in any form or manner, or whether as a package with other products and/or services).
- 8.9. Passes should not be purchased or obtained from or through any unauthorised third parties (e.g., sales/ticket agents), but only directly from or through us and our appointed sales/ticketing agents. Please exercise good cyber hygiene and do not make any registration and/or purchase from websites which are not our Events' official websites. Please contact us if you have any doubts prior to making any registration and/or purchase.
- 8.10. Passes shall not be used for advertising, promotional, marketing or other commercial purposes (including without limitation trade incentives, prizes, competitions, contests, sweepstakes, raffles, lotteries, or draws, whether for commercial or charitable purposes).
- 8.11. If you are in breach or suspected to be in breach of the T&Cs, we reserve the right to confiscate, destroy, retain and/or void any pass or purchase without any liability to refund any fees paid, and without any obligation to replace any pass or purchase.
- 8.12. By participating in the Events, you agree to all terms and conditions, house rules, by-laws and any other rules and regulation of the venue (physical or digital) of the Event (e.g., attire, conditions of entry, consumption of food & beverages, etc.) which we may, from time to time, notify you of ("**Event Terms**"). In the event of any inconsistency or conflict between the T&Cs and the Event Terms, the latter shall prevail and take precedence.
- 8.13. We reserve the right to refuse and/or remove any person or class of persons at our sole and absolute discretion into or from the venue of the Event for any reason without notification or explanation.

## **9. Supporting our Event**

- 9.1. Content partners, event partners, media partners, sponsors or any other supporting organisations for any of our Events and/or for the provision of certain products and/or services in connection thereto (collectively "**SOs**") should contact us and enter into a separate written agreement with us.
- 9.2. SOs are independent contractors. Nothing in the T&Cs shall be construed as an agency, joint venture or partnership under law, or constitute any SO and us as principal and agent, or each with authority to enter into any contract or otherwise incur liability or obligation, express or implied, on behalf of the other.

## **10. Speakers**

- 10.1. Any person speaking at our Event live/in-person, via a live stream webinar, video recording or otherwise specified by us ("**Assignment**") whether an individual speaker or delegated by your organisation and whether voluntary or paid ("**Speaker**") should contact us and enter into a separate written agreement with us.
- 10.2. The Speaker agrees to:
- (a) perform his/her speaker obligations in a professional manner;
  - (b) comply with all applicable laws;
  - (c) cooperate with us and all directions and/or guidelines in connection with the Assignment as may be required or prescribed by us from time to time and notified

to him/her in writing. In this regard, the venue and/or platform where he/she is to perform the Assignment are provided to him/her on an “as-is-where-is” basis.

10.3. Unless otherwise provided in the Speaker’s written agreement with us, the following terms shall apply to the Speaker:

- (a) Schedule. We will notify the Speaker of his/her speaking schedule as soon as possible. However, should there be changes, we will inform the Speaker as soon as reasonably practicable. The Speaker acknowledges the possibility of taking on additional related roles in the Assignment, including moderating a session or delivering additional speech and/or presentations, depending on our needs.
- (b) Substitute/additional speakers. For the purpose of preparing marketing materials, if there are any substitute or additional speaker(s), the Speaker shall seek our written consent at least 8 weeks before the Event. However, should the Speaker be unavailable due to a Force Majeure Event or any sickness (e.g., bodily injury, death, infirmity or mental sickness), he/she (or his/her representative) shall inform us as soon as reasonably practicable to discuss alternative arrangements. In such circumstances:
  - (i) the Speaker (or his/her representative) shall use best endeavours to find a substitute speaker (which shall be subject to our prior written acceptance); and
  - (ii) if no substitute speaker is found or accepted by us, we shall be entitled to cancel the Assignment without any compensation. All sums paid to the Speaker shall be fully refunded to us within 3 days of such cancellation.
- (c) Cancellation, postponement or suspension by us. We reserve the right to postpone, suspend or cancel the Assignment for any reason by providing written notice to the Speaker. In the event the Assignment is cancelled by us, no fees or any other compensation will be payable by us.
- (d) Cancellation by Speaker. If the Speaker cancels the Assignment for any reason which is not due to a Force Majeure Event or sickness (e.g., bodily injury, infirmity or mental sickness), regardless if the cancellation occurred due to an emergency or “last-minute” unforeseen circumstance, the Speaker shall notify us forthwith and we reserve the right to charge a cancellation fee. The cancellation fee represents a reasonable estimate of compensation for us to source and engage other speaker(s) to perform the Assignment on short notice, in order us to adhere to the programme and agenda of the Event (as so determined by us).
- (e) Content
  - (i) Unless our prior written consent is obtained after discussion with us, all speech and/or presentation materials of the Speaker must be in English.
  - (ii) The Speaker shall ensure that his//her speech and/or presentation materials are compliant with applicable laws and our Community Guidelines.
  - (iii) In this regard, the Speaker is requested to submit the drafts of his/her speech and/or presentation materials to us in advance for review purposes.
  - (iv) The Speaker must not represent any of his/her views as being those of or shared by or endorsed by us. Further, the Speaker must not represent, in any manner, to be our affiliate, agent, collaborator, employee, partner and/or representative.
  - (v) We reserve the right to edit any material provided by the Speaker. In connection with the foregoing, the Speaker agrees to waive all their creator/control rights.

10.4. Speakers are independent contractors. Nothing in our T&Cs shall be construed as an agency, joint venture or partnership under law, or constitute any Speaker and us as principal and agent, or each with authority to enter into any contract or otherwise incur liability or obligation, express or implied, on behalf of the other.

## 11. Collaborations

- 11.1. We may, through our Sites, provide you with opportunities to express interest in collaborating in projects or invite others to collaborate in your projects, and participate in group activities, events and projects with others within our Community and with other third parties (“**Collaborations**”). We may offer a special collaboration program for some our Events (e.g., Buyer-Led Program), and you should contact us and enter into a separate written agreement with us.
- 11.2. You must be at least 18 years old to participate in any Collaboration.
- 11.3. You may:
- (a) submit an expression of interest to participate in a Collaboration posted by Problem Owners on the Platform as a potential collaborator (“**Potential Collaborator**”); and/or
  - (b) at our invitation, invite Potential Collaborators to submit expressions of interest to participate in your Collaboration as a problem owner (“**Problem Owner**”).
- 11.4. Matching and selection
- (a) Once a Potential Collaborator has submitted an expression of interest to participate in a Collaboration, we may review and assess the Potential Collaborator’s eligibility and suitability based on its business information, profiles and preferences, and/or other criteria as we deem fit.
  - (b) The window period(s) of review and assessment of submissions of expressions of interest is at our sole and absolute discretion, however, we generally review and assess submissions on a first come, first served basis.
  - (c) If we are unable to make a selection or match any Potential Collaborator with a particular Problem Owner in respect of a Collaboration within an internal timeframe as determined by us at our sole and absolute discretion, we may consider the eligibility and suitability of the following categories of persons:
    - (i) Potential Collaborators who have submitted expressions of interest on our other channels other than our Sites.
    - (ii) Potential Collaborators who have submitted an expression of interest following our open invitation on our social medial channels and other marketing campaigns.
    - (iii) Potential Collaborators we have identified from our Community and directly invited to submit expressions of interest.Apart from the above, we will not consider and shall not be responsible or liable for any other submissions including if a Potential Collaborator contacts the Problem Owner directly.
  - (d) If a Potential Collaborator is selected by us to participate in a Collaboration, we will facilitate to match and connect the Potential Collaborator with the Problem Owner in such manner as we deem appropriate.
  - (e) There may be more than one Potential Collaborators for any Collaboration.
- 11.5. You hereby acknowledge that you will not be entitled to any compensation from us, any Problem Owner or any Potential Collaborator relating to or in connection with any Collaboration, unless otherwise agreed by the relevant parties.
- 11.6. You are solely responsible for any and all content and information that you provide on our Sites and/or share with Potential Collaborators, Problem Owners and/or any other third parties.
- 11.7. We reserve the right to withdraw our selections or matchings, take down any Collaboration and/or disqualify any Potential Collaborator or Problem Owner at any time without providing any reason or notice.
- 11.8. Nothing in the T&Cs or any correspondence or agreement between us, you and/or other third parties shall not be intended to, or be deemed to, establish any partnership or joint venture between us, you and/or other third parties, nor constitute us, you and/or other

third parties the agent(s) of each other, or authorise us, you and/or other third parties to make or enter into any commitments for or on behalf of each other. We shall not be liable for any damage or loss relating to any agreement, dealings, interactions or activities between you, us and/or other third parties.

- 11.9. We hereby disclaim all warranties, representations and guarantees of any kind (whether express or implied), including that:
- (a) any Collaboration and the related contents and materials are accurate, appropriate, available, complete, timely or updated;
  - (b) we are connected with, related to or associated with or endorse any Collaboration or those involved in the Collaboration, and the related contents, products and/or services;
  - (c) any submission of expression of interest for a Collaboration will be assessed or reviewed by us; and
  - (d) any person will be identified, selected, connected and/or matched with any other person in respect of any Collaboration.

## **12. Community Guidelines**

- 12.1. Our Community is a global community where members can create and share content, discover our and our Community's products and services, and connect with others across the globe. Our Community is a vast one spread across many countries with varying cultures and values, and we are committed to keeping our Community safe. We also strongly recommend that you practise good cyber hygiene when interacting with our Community. Terms set out in our Community Guidelines apply to our Sites. It is your responsibility to ensure that the content uploaded by you on our Sites meet the requirements of our Community Guidelines, failing which we reserve the right to remove such content from our Sites without notice or reference to you.
- 12.2. In particular, we do not allow objectionable content on our Sites and Premises, including without limitation:
- (a) bullying or harassment, such as expressions of abuse, threats, sexual harassment, online harassment and doxing;
  - (b) content prejudicing the security, public health, public safety, public tranquillity, public finances, or friendly relations of Singapore and other countries;
  - (c) content undermining the political stability and racial or religious harmony in Singapore or any other country;
  - (d) content revealing or threatening to reveal personally identifiable information or confidential information about others;
  - (e) depiction or promotion of criminal activities, including frauds and scams;
  - (f) endangering our trust-based community, such as misrepresenting your identity, sharing or maintaining multiple user accounts, and manipulated content including image, audio or video that have been edited or synthesised beyond adjustments for clarity or quality;
  - (g) false statements, fake news and misinformation meant to mislead or incite fear, hate, or prejudice or that may cause harm to others;
  - (h) hate speech, hateful ideology, vulgarities or slurs that attack or disparage others based on protected attributes, such as race, ethnicity, national origin, religion, caste, sex, gender, serious disease or disability and immigration status, and other content which incite feelings of enmity, hatred or ill-will between different persons or groups of persons;
  - (i) infringement of the intellectual rights of any person or entity;
  - (j) nudity, pornography or sexually explicit content;
  - (k) spam and other content designed to or seeks to deceive or mislead users to increase viewership or interaction metrics, or artificially inflate popularity;
  - (l) trade, sale, promotion, and use of illegal, restricted or regulated goods;
  - (m) violent and graphic content, including content that is gruesome, gory or shocking, or threatens, incites, promotes or glorifies violence, harm, or death; and
  - (n) undermining, tarnishing or harming the reputation or goodwill of us or our Community as a whole or any individual member of our Community.

### 13. **Privacy**

- 13.1. You must comply with our Privacy Policy and all legal requirements and standards applicable to data protection and privacy, as amended, revised, and/or supplemented from time to time (“**Data Protection Requirements**”). As such, please refer to our Privacy Policy for further details and ensure that you understand the terms set out therein.
- 13.2. We may collect, disclose, process, store, transfer (including locally and cross-borders) and/or use any content, data and information you post, submit and/or share (including your personal data/information) on any of our Sites and third-party platforms managed by or associated with us (including without limitation social media platforms and chat groups) in accordance with and for the purposes set out in our Privacy Policy, including without limitation to keep you connected with our Community and updated on all their products and services, sending you news/updates, for matching programs, in connection with website/platform usage, marketing/promotion and outreach activities for products and services of our Community and our Products and Services.
- 13.3. In particular, you acknowledge agree and consent that your personal data/information such as your name, and payment details, may be disclosed to third parties (located within and outside of Singapore) processing such payment transactions, including without limitation banks and payment gateways provider, and, subject to their respective personal data/information privacy policies and applicable laws, may be used, processed and stored by such third parties to facilitate payments that you now or subsequently make.
- 13.4. You agree to fully indemnify, keep fully indemnified and hold us, our affiliates, directors, employees, agents, successors or assigns harmless from any cost, expense, fines, investigation, legal proceeding, penalties and/or sanctions related to any of your breach of the Data Protection Requirements.

### 14. **Force Majeure**

- 14.1. A “**Force Majeure Event**” refers to any cause beyond our reasonable control, including without limitation, fire, flood, illness, epidemic/pandemic (as declared by the World Health Organisation), power failure, communications line interruption, technical and computer-related faults and breakdowns, server outage, website vandalism, computer virus invasion or attack, hacker attack, temporary or permanent website closure or shutdown (caused by governmental control or otherwise), 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 our Events, and the abovementioned scenarios shall include any threat thereof.
- 14.2. Should the performance of our obligation(s) hereunder be suspended or prevented for reasons of a Force Majeure Event, we shall not be held liable for non-performance or delay in performing our obligations in respect of any period during which the performance is suspended or prevented. You shall not make any claim or demand against us for any matter or thing whatsoever arising out of such period we are suspended or prevented from performing our obligations hereunder. Any loss, damage, delay or failure of performance of us under such conditions shall not constitute a default hereunder.
- 14.3. Where the Force Majeure Event continues for a prolonged period (as determined by us in our sole and absolute discretion), we shall be entitled to amend, cancel, postpone, suspend and/or withdraw any of the Activities, Products & Services, Events or other entitlements or deliverables to be provided hereunder (in whole or part) immediately by giving notice in writing to you.

## 15. Disclaimer of Warranties and Exclusion of Liability

- 15.1. Our Sites may contain inaccuracies or errors. Our Premises and Sites are provided on an “as-is-where-is” and “as-available” basis. You understand and acknowledge that when you participate in our Community, access, use, download from, and/or otherwise obtain content or services from us at your own discretion and risk. We make no representation that the Sites are appropriate or available outside of Singapore. If you use the Sites from other locations you are responsible for compliance with applicable local laws.
- 15.2. We hereby disclaim all warranties, representations and guarantees of any kind (whether express or implied) including without limitation (a) the continuous accessibility or uninterrupted operation of our Premises and Sites (b) that our Premises and Sites and their contents and materials are accurate, appropriate, available, complete, reliable timely, updated for use in all jurisdictions, and (c) the contents and/or materials available for access, use or download from our Premises and Sites are free of keyloggers, viruses, worms, trojan horses, malware and other harmful or destructive content.
- 15.3. We shall not be liable for any damage or loss arising from your access and/or use of our Premises and Sites, and/or your reliance on the content and information contained on our Premises and Sites. Your sole remedy is to stop using our sites.
- 15.4. In particular, we shall not be liable for any direct or indirect lost profits or lost business damage, special, indirect, consequential, exemplary or incidental damages, including lost data, personal injury, or property damage related to our Premises or Sites; and liabilities owing by us to you under or in connection with the T&Cs shall be capped at no more than S\$500 in total for all claims.
- 15.5. We, however, reserves all legal rights to recover damages or other compensation under the T&Cs or as allowed by law, in equity and under contract.

## 16. Indemnification

- 16.1. You agree to fully indemnify, keep fully indemnified and hold harmless us, our affiliates, directors, employees, agents, successors or assigns from any losses, claims, demands, liability, costs, expenses, actions or threat of action arising from or in connection with any (a) breach of the T&Cs, (b) in connection with any purchase, access and/or use of our Products & Services, Premises and Sites, and (b) any violation of any applicable law, by you and/or (i) your directors, employees and/or officers; (ii) your related corporations, affiliates, partners and/or their respective directors, officers and/or employees; and/or (iii) your advisers, consultants, contractors (including sub-contractors), agents, servants and suppliers (as applicable).

## 17. General

- 17.1. Notices. Unless otherwise specified, any notice and/or communication in connection between you and us shall be in writing (in English) to the contact details (including specified email addresses) as notified by us.
- 17.2. Costs. Unless otherwise specified by us, you and we shall each bear its own respective costs for the preparation, execution and performance of any agreement between you and us and any other ancillary documents (including any travelling expenses and professional fees).
- 17.3. Entire agreement. Any agreement between you and us sets out the entire understanding between you and us and supersedes, without limitation, all prior discussions, communications, representations and arrangements between you and us with respect to its subject matter (“**Representation**”). You acknowledge that you have not entered into any agreement with us in reliance on any Representation, and that you will not have any claim, right or remedy arising out of any such Representation.

- 17.4. No agency, joint venture or partnership. Nothing hereunder shall be construed as an agency, joint venture or partnership under law, or constitute the you and us as principal and agent, or each with authority to enter into any contract or otherwise incur liability or obligation, express or implied, on behalf of the other.
- 17.5. Assignments. You shall not assign any of your rights or obligations under the T&Cs to any third party without our prior written consent. We may assign any of our rights or obligations under the T&Cs to any third party without your prior written consent. Except as otherwise expressly provided hereunder, all covenants and agreements hereunder by or on behalf of you or us shall bind and inure to the benefit of the respective successors and assigns of you or us whether so expressed or not.
- 17.6. Waivers. No failure on the part of us hereto to exercise, and no delay in exercising any right hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right hereunder preclude any other or further exercise thereof or of the exercise of any other right. The rights and remedies provided hereunder are cumulative and not exclusive of any rights or remedies provided by law. Any waiver or consent given by us hereunder shall be in writing and may be given subject to such conditions as we may impose. Any waiver or consent shall be effective only in the instance and for the purpose for which it is given.
- 17.7. Survival of rights. On termination of the T&Cs, any agreement between you and us, and/or permission to use our Premises, our Sites, our Community, our Events and/or our Products & Services, all rights granted to you under the T&Cs shall cease. However, the T&Cs will continue to apply to your prior use and anything relating to or arising from such use. Upon termination, all of our rights, including all IP rights, proprietary rights, and licenses in the T&Cs shall survive, as well all restrictions on use, and all limitations on liability and disclaimers.
- 17.8. Severability. If any provision hereunder is held invalid, illegal or unenforceable by a court of law or a tribunal:
- (a) such provision shall be modified to the minimum extent necessary to give effect to our commercial intention; but
  - (b) the other provisions hereunder shall remain unchanged, valid, and enforceable.
- 17.9. Third parties. A person who is not a party to any agreement between you and us shall have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B, Singapore Statutes) to enforce or enjoy any of its terms.
- 17.10. Governing law. The T&Cs shall be governed by and construed in accordance with the laws of Singapore and subject to the exclusive jurisdiction of the Courts of Singapore.
- 17.11. Language. The T&Cs are written in English. Any translation into another language is provided solely for your convenience, and to the extent there is any conflict between the two, the English version prevails.

## **B. COMMUNITY GUIDELINES**

### **1. Introduction**

- 1.1. Constellar Holdings Pte. Ltd. (UEN: 202103766E), our related corporations and affiliates (collectively “**Group**”, “**us**”, “**we**” or “**our**”) are well-established in the Meetings, Incentives, Conferences and Exhibitions (MICE) industry. We manage and operate Singapore EXPO and MAX Atria (“**Premises**”). With 100,000 square metres of column-free indoor and outdoor space available, and F&B offerings, the Premises are choice venues for MICE activities and events in Singapore. We also develop, host, manage and organise conventions, events, exhibitions and shows. Further details of our businesses can be found on our corporate websites.
- 1.2. In connection with our businesses, we develop, launch, offer and/or promote various communities, products, services, solutions and/or technologies (collectively “**Products & Services**”). We also own or manage various websites, mobile/web applications, social media accounts and digital platforms (collectively “**Sites**”) to provide our customers with unique and unforgettable experiences. The annex to our Privacy Policy sets out a non-exhaustive list of conventions, events, exhibitions, shows and other activities hosted, organised and/or managed by us (collectively “**Events**”) which we have Sites for.
- 1.3. You are viewing this page as you have intentions to enter or have entered into an agreement or arrangement with us in relation to our Premises, our Sites, our Events, our Community and/or our Products & Services. In this regard, please refer to our Terms of Service, which set out:
  - (a) terms and conditions to govern your relationship with us and our community (including without limitation our event managers, event organisers, exhibitors, participants, partners, speakers, sponsors and supporting organisations) (collectively “**Community**”); and
  - (b) terms and conditions of activities to be carried out at or in connection with our Premises, our Site, our Community, our Events or our Products & Services (“**Activities**”).
- 1.4. By carrying out any of the Activities, you are deemed to have agreed to:
  - (a) our Terms of Service;
  - (b) our Community Guidelines;
  - (c) our Privacy Policy;
  - (d) our Cookie Policy;
  - (e) any other terms and conditions published at our Premises and Sites (“**Other Terms**”); and
  - (f) terms and conditions otherwise contained in your separate written contract with us,(collectively “**T&Cs**”). As such, please ensure that you have read and understood the T&Cs. If you do not agree with any provision, please cease all Activities immediately.
- 1.5. Further, do note that our Terms of Service, our Community Guidelines, our Privacy Policy, our Cookie Policy and our Other Terms, which are published on our corporate websites, may be reviewed and amended by us from time to time, at our sole and absolute discretion. As such, you are reminded to check our corporate websites on a regular basis to obtain the most updated version of these documents.

### **2. Applicability**

- 2.1. Our Community Guidelines apply to all departments and business units across our Group. For the avoidance of doubt, to the maximum extent permitted under applicable laws, nothing in our Community Guidelines establishes any joint and several liability on the part of any member of our Group or Community.



- 2.2. Our Community Guidelines are governed by Singapore laws and subject to the exclusive jurisdiction of the Courts of Singapore.
- 2.3. Our Community Guidelines are written in English. Any translation into another language is provided solely for your convenience, and to the extent there is any conflict between the two, the English version prevails.
- 2.4. To the extent permitted by applicable laws, we shall not be liable for any damages (whether consequential, direct, incidental, indirect, punitive, special or otherwise) arising out of, or in any way connected with matters set out in our Community Guidelines; and liabilities owing by us to you under or in connection with the T&Cs shall be capped at no more than S\$500 in total for all claims.

### **3. Main principles of our Community Guidelines**

- 3.1. Our Community Guidelines set out terms to govern communications, discussions and information exchanges on our Sites and in our Community. Our Community Guidelines must be read in tandem with our Terms of Service. In particular, capitalised terms in our Community Guidelines shall bear the same meaning as those in our Terms of Service, unless the context requires otherwise or unless otherwise defined herein.
- 3.2. Our Community is a global community where members can create and share content, discover our and our Community's products and services, and connect with others across the globe. Our Community is a vast one spread across many countries with varying cultures and values, and we are committed to keeping our Community safe. We also strongly recommend that you practise good cyber hygiene when interacting with our Community. Uses of our Sites are subject to our Community Guidelines. It is your responsibility to ensure that the content uploaded by you on our Sites meet the requirements of our Community Guidelines, failing which we reserve the right to remove such content from our Sites without notice or reference to you.

### **4. Objectionable Content**

#### **4.1. Violent and Graphic Content**

- (a) We do not allow content that is excessively gruesome or shocking, especially content which threatens, incites, promotes or glorifies violence, physical harm, or death.
- (b) DO NOT post content such as:
  - (i) wounded or dead bodies of a person or people in medical or non-medical settings if they show dismemberment or visible internal organs;
  - (ii) torture committed against a person or people;
  - (iii) death of a person or people including capital punishment of a person or people;
  - (iv) killing animals, animal fights, torture or abuse against animals, or animals showing wounds or cuts that render visible innards or dismemberment;
  - (v) cruel and insensitive content that targets victims of serious physical or emotional harm;
  - (vi) criminal activity, terrorist activity, organised hate, mass or multiple murder, human trafficking or organised violence; and/or
  - (vii) content that promotes, encourages, coordinates or provides instructions for suicide, self-injury, self-harm, eating habits that are likely to cause health issues, or dangerous acts or challenges.

#### **4.2. Hate Speech**

- (a) We do not allow hate speeches, hateful ideologies, vulgarities or slurs that attacks or disparage people based on protected characteristics. Be respectful of other cultures, races, religions and values.
- (b) DO NOT post content that:

- (i) attack, threaten, incite violence or hatred against, calls for exclusion or segregation, or dehumanise an individual or a group of individuals on the basis of protected attributes, such as race, ethnicity, national origin, religion, caste, sex, gender, serious disease or disability and immigration status; and/or
- (ii) promotes any hateful ideologies.

#### 4.3. Nudity and Sexual Activity

- (a) We do not allow nudity, pornography, sexually explicit or gratifying content, including animated content of this nature.
- (b) DO NOT post content that depicts, commits, incites, promotes, or glorifies:
  - (i) sexual activities including sexual intercourse, sexual arousal, sexual stimulation or sexual fetish;
  - (ii) sexual solicitation, sexual exploitation, sexual violence, sexual objectification or non-consensual sexual acts; and/or
  - (iii) nudity, including genitalia, female nipples, anus or buttocks.

### 5. Safety

#### 5.1. Illegal Activities and Regulated Goods

- (a) We do not allow the trade, sale, promotion, and use of certain regulated goods, as well as the depiction or promotion of criminal activities including frauds and scams, even if the activities or goods in question are legal in the jurisdiction of posting.
- (b) DO NOT post content that:
  - (i) promotes criminal activity including acts of physical harm, such as assaulting or kidnapping, human exploitation or trafficking, or wildlife trafficking;
  - (ii) risks the safety of others;
  - (iii) provides instructions on how to conduct criminal activities;
  - (iv) praises, glorifies, or supports dangerous individuals and organisations;
  - (v) displays, offers, sells, trades, or solicits firearms, firearm accessories, ammunition, or explosive weapons or instructions on how to manufacture them;
  - (vi) displays, offers, sells, trades, or solicits drugs, drug consumption, controlled substances or unlawfully acquired goods, or provides information on how to make, use, or trade the same; and/or
  - (vii) aims at deceiving people to gain an unfair advantage or deprive another of money, property or legal right including content that promotes phishing, Ponzi or pyramid schemes, gambling, betting, get-rich-quick schemes, or any other types of frauds or scams.

#### 5.2. Privacy

- (a) We do not allow content that reveals or threatens to reveal personally identifiable information and confidential information about others without first getting their consent. An individual's personal information includes but is not limited to residential address, private email address, private phone number, personal identification number, and passport number.
- (b) DO NOT collect, harvest, solicit or post (including via external links) personally identifiable information, private financial information, private contact information, or documents which identifies individuals by name or depicts their personal information. It may be an offence under the Personal Data Protection Act 2012 (No 26 of 2012, Singapore Statutes) to do so.
- (c) For more information, please refer our Privacy Policy, which (i) apply to the access and/or use of our Sites and (ii) is to be read in tandem with our Community Guidelines.

### 5.3. Cybersecurity

- (a) DO NOT post or share any material which contains any viruses, trojan horses, worms, time-bombs, keystroke loggers, spyware, adware, malware or any other harmful files, programs or computer code designed to adversely affect our Sites, using any computer software or hardware.
- (b) Please take note that it may be an offence under the Computer Misuse Act (Cap. 50A, Singapore Statutes) to do so.

### 5.4. Bullying and Harassment

- (a) We do not allow bullying or harassment including expressions of abuse, violent threats, sexual harassment, disparaging statements, threats to release personally identifiable information, threatening messages and unwanted or malicious contact. In particular, online doxing is prohibited.
- (b) DO NOT post content that targets anyone maliciously, including:
  - (i) threatening or wishing an individual with violence, death, serious disease, physical, or other harm;
  - (ii) to slander, defame or libel;
  - (iii) inciting violence or coordinated harassment;
  - (iv) sexually harassing an individual or making unwanted sexual contact;
  - (v) disparaging an individual on the basis of attributes such as intellect, appearance, personality traits, or hygiene; and/or
  - (vi) misuse our reporting systems to harass others.
- (c) Please take note that it may be an offence under the Protection from Harassment Act (Cap. 256A, Singapore Statutes) to harass, upset, embarrass, alarm and/or annoy any other person.

## 6. Integrity, Authenticity And Intellectual Property

### 6.1. False News and Misrepresentation

- (a) We do not allow content which endangers information flow within our Community. We require you to connect within our Community authentically with your real name and be accountable for your statements and actions on our Sites. Please conduct yourself sensibly, professionally and with courtesy.
- (b) State in your posts who you are and/or who you represent, especially when publicising your company/organisation. Do not speak on behalf of your company/organisation or your colleagues or stakeholders, share internal information, or comment on the performance of your company/organisation, unless authorised by your company/organisation.
- (c) DO NOT engage in, or claim to engage in, inauthentic behaviour such as:
  - (i) misrepresenting your identity by providing false information at registration or creating inauthentic profiles;
  - (ii) misusing our or our Community members' products or services by maintaining multiple accounts or sharing accounts (any unauthorised sharing or disclosure of your user account may constitute an offence under the Computer Misuse Act {Cap. 50A, Singapore Statutes});
  - (iii) impersonating others by using their profile picture, name, biographical details, or assuming the persona of or speaking for them;
  - (iv) posting misinformation meant to mislead or incite fear, hate, or prejudice, or that may cause harm to an individual, including hoaxes and phishing attempts; and/or
  - (v) posting manipulated content such as image, audio or video that has been edited or synthesised, beyond adjustments for clarity or quality, that would likely mislead an average person or is the product of artificial intelligence or machine learning, that merges, combines, replaces and/or superimposes content onto an image or video, making them appear authentic.
- (d) Please also take note of the requirements under the Protection from Online Falsehoods and Manipulation Act 2019 (No 18 of 2019, Singapore Statutes).
- (e) DO NOT:

- (i) do any act in or outside Singapore in order to communicate in Singapore a statement knowing or having reason to believe that it is a false statement of fact; and the communication of the statement in Singapore is likely to:
  - (A) be prejudicial to the security of Singapore, public health, public safety, public tranquillity, public finances, or friendly relations of Singapore with other countries;
  - (B) influence a referendum or election to the office of President or Members of Parliament;
  - (C) incite feelings of enmity, hatred or ill-will between different groups of persons; and/or
  - (D) diminish public confidence in the performance of any duty or function of, or in the exercise of any power by, the Government, an Organ of State, or a statutory board;
- (ii) use an inauthentic online account or a bot to communicate in Singapore the statement mentioned above and for the purpose of accelerating such communication (unauthorised sharing may result in your account being considered an inauthentic online account);
- (iii) make or alter a bot, with the intention of communicating, by means of the bot, a false statement of fact in Singapore, or enabling any other person to communicate, by means of the bot, a false statement of fact in Singapore; and/or
- (iv) solicit, receive or agree to receive any financial or other material benefit as an inducement or reward for providing any service, knowing that the service is or will be used in the communication of one or more false statements of fact in Singapore.

## 6.2. Spam

- (a) We do not allow content or activity that is designed to or seeks to deceive, or that attempts to mislead users to increase viewership or interaction metrics, or artificially inflate popularity. Please add value to our Community.
- (b) DO NOT:
  - (i) post, share, engage with content, or create accounts, either manually or automatically, at very high frequencies;
  - (ii) share instructions on how to artificially increase views, followers, shares, or comments etc. or attempt to or engage in selling or buying the same or promote artificial traffic generation services;
  - (iii) operate multiple user accounts under false or fraudulent pretences, including coordinated attempts to manufacture inauthentic activity or distribute spam; and/or
  - (iv) conduct or attempt to conduct any marketing or procure the sending of any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation.

## 6.3. Intellectual Property

- (a) You own all of the content that you post on our Sites, unless otherwise agreed. You agree to grant us a world-wide, royalty-free, and non-exclusive licence to reproduce, modify, adapt, and publish content that you post on our Sites for the purposes of displaying, distributing, and promoting our Premises, our Sites, our Events, our Community and/or our Products & Services.
- (b) Unless otherwise stated, views, comments, opinions, reviews or otherwise are your own. Please attribute and cite the sources of your contribution, including on all forms of media, especially if you are a contributing speaker.
- (c) DO NOT:
  - (i) infringe any applicable national or local intellectual property law;
  - (ii) post, share, engage with content or activity that violates or infringes someone else's copyrights, trademarks, or other intellectual property rights; and/or
  - (iii) post your company/organisation's materials unless authorised.

- (d) For some of our Products & Services, additional terms and conditions on intellectual property may apply.

## **C. PRIVACY POLICY**

### **1. Introduction**

- 1.1. Constellar Holdings Pte. Ltd. (UEN: 202103766E), our related corporations and affiliates (collectively “**Group**”, “**us**”, “**we**” or “**our**”) are well-established in the Meetings, Incentives, Conferences and Exhibitions (MICE) industry. We manage and operate Singapore EXPO and MAX Atria (“**Premises**”). With 100,000 square metres of column-free indoor and outdoor space available, and F&B offerings, the Premises are choice venues for MICE activities and events in Singapore. We also develop, host, manage and organise conventions, events, exhibitions and shows. Further details of our businesses can be found on our corporate websites.
- 1.2. In connection with our businesses, we develop, launch, offer and/or promote various communities, products, services, solutions and/or technologies (collectively “**Products & Services**”). We also own or manage various websites, mobile/web applications, social media accounts and digital platforms (collectively “**Sites**”) to provide our customers with unique and unforgettable experiences. The annex hereto sets out a non-exhaustive list of conventions, events, exhibitions, shows and other activities hosted, organised and/or managed by us (collectively “**Events**”) which we have Sites for.
- 1.3. You are viewing this page as you have intentions to enter or have entered into an agreement or arrangement with us in relation to our Premises, our Sites, our Community (as defined below), our Events and/or our Products & Services. In this regard, please refer to our Terms of Service, which set out:
- (a) terms and conditions to govern your relationship with us and our community (including without limitation our event managers, event organisers, exhibitors, participants, partners, speakers, sponsors and supporting organisations) (collectively “**Community**”); and
  - (b) terms and conditions of activities to be carried out at or in connection with our Premises, our Site, our Community, our Events or our Products & Services (“**Activities**”).
- 1.4. By carrying out any of the Activities, you are deemed to have agreed to:
- (a) our Terms of Service;
  - (b) our Community Guidelines;
  - (c) our Privacy Policy;
  - (d) our Cookie Policy;
  - (e) any other terms and conditions published at our Premises and Sites (“**Other Terms**”); and
  - (f) terms and conditions otherwise contained in your separate written contract with us,
- (collectively “**T&Cs**”). As such, please ensure that you have read and understood the T&Cs. If you do not agree with any provision, please cease all Activities immediately.
- 1.5. Further, do note that our Terms of Service, our Community Guidelines, our Privacy Policy, our Cookie Policy and our Other Terms, which are published on our corporate websites, may be reviewed and amended by us from time to time, at our sole and absolute discretion. As such, you are reminded to check our corporate websites on a regular basis to obtain the most updated version of these documents.
- 1.6. Capitalised terms in our Privacy Policy shall bear the same meaning as those in our Terms of Service, unless the context requires otherwise or unless otherwise defined herein.

### **2. Main principles of our Privacy Policy**

- 2.1. We respect your privacy and are committed to safeguarding the personal information that you provide to us. Our Privacy Policy sets out terms on how we collect, use, disclose,

process, transfer, retain and secure your personal information, as well as your rights and choices you have with respect to your personal information.

- 2.2. In particular, please take note that Activities are subject to our Privacy Policy. As such, please ensure that you have read and understood our Privacy Policy.
- 2.3. Our Privacy Policy applies to all departments and business units across our Group. For the avoidance of doubt, to the maximum extent permitted under applicable laws, nothing in our Privacy Policy establishes any joint and several liability on the part of any member of our Group or Community.

### **3. Personal information**

- 3.1. Under our Privacy Policy:
  - (a) “**personal information**” refers to data, whether true or not, about an individual who either (i) can be identified from that data, or (ii) from that data and other information to which we have or is likely to have access; and
  - (b) “**business contact information**” refers to an individual’s personal information (e.g. name, position name or title, business telephone number, business address, business electronic mail address or business fax number and any other similar information about the individual), which was not provided by the individual solely for his/her personal purposes.
- 3.2. Depending on the nature of your interaction with us, the types of personal information and business contact information may include without limitation:
  - (a) contact information, such as your full name, salutation, designation, email address, residential / office / shipping address, fax number, and telephone / handphone number;
  - (b) demographic information, such as your age, nationality, date of birth, education, and profession;
  - (c) financial information, such as bank details, payment card number, and billing address;
  - (d) identification information, such as your passport, national registration identity card, staff or student pass, visa or other government-issued ID;
  - (e) user account information, such as username, password, and user activities on our Sites;
  - (f) preference information, such as food and beverage preferences, dietary information, and special requests;
  - (g) commercial information, such as records of products or services purchased, obtained, or considered;
  - (h) content such as photos, videos, comments, feedback, online posts and other content you provide;
  - (i) signature, which you may provide (e.g. when you sign an agreement or form);
  - (j) health information such as COVID-19 vaccination status, travel history and health declaration, which you may provide (e.g. when visiting our Premises);
  - (k) employment information, such as employment history, education, training and skills, background check information, proof of eligibility to work in Singapore, military service, and any other information provided in connection with an application if you apply for a job with us;
  - (l) records of phone calls and customer-facing interactions for quality assurance, employee training and performance evaluation, and identity verification purposes; and
  - (m) any other information you or your representatives/agents provide to us.
- 3.3. In particular, in relation to Activities in certain jurisdictions such as the United Kingdom, European Union, European Economic Area (EEA), People’s Republic of China or Switzerland, personal information includes data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning

health or data concerning a natural person's sex life or sexual orientation, criminal convictions and offences (insofar as such information is capable of identifying individuals either directly or indirectly).

- 3.4. Unless you inform us expressly in writing, you shall be presumed to be citizen of and resident in Singapore. Without prejudice to the foregoing, kindly note that unless you expressly inform us in writing, you shall be presumed to be:
- (a) a non-resident and a non-citizen of the European Union and the General Data Protection Regulation (GDPR) of the European Union does not apply to your personal information. As such, if you are a resident or a citizen of the European Union and/or GDPR applies to your personal information, you should inform us in writing as soon as reasonably possible; and
  - (b) a non-resident and a non-citizen of the z's Republic of China; and data security laws (中华人民共和国数据安全法), personal information protection laws (中华人民共和国个人信息保护法) and cyber-security laws (中华人民共和国网络安全法) (collectively "**PRC Data Laws**") do not apply to your personal information. As such, if you are a resident or citizen of the People's Republic of China and/or PRC Data Laws applies to your personal information, you should inform us in writing as soon as reasonably possible.

#### **4. Applicability**

- 4.1. Our Privacy Policy is governed by Singapore laws and subject to the exclusive jurisdiction of the Courts of Singapore.
- 4.2. If your personal information has been collected, used or disclosed by us in any particular jurisdiction which has specific requirements or exceptions regarding personal information, we will comply with the applicable data protection regulations in that jurisdiction insofar that they deviate materially from data protection regulations in Singapore.
- 4.3. Personal information collected not on our behalf, by third-party operators such as retailers at our properties or exhibitors or merchants on our e-commerce or e-shops, is not covered by our Privacy Policy. These third-party operators operate their business independently of us, and we do not have access to personal information collected by them. You should check directly with such third-party operators on their data rights.
- 4.4. Our Sites may contain sites or links to sites that are owned and/or operated by third parties such as those of our exhibitors, sponsors, partners or merchants. The information practices of those third-party websites are not covered by our Privacy Policy. We are not responsible for the privacy notices, statements or policies of websites to which our Sites links. If you provide any information to such third parties, different rules regarding your personal information may apply. You should check such third parties' privacy notices, statement or policies before providing any information to them.
- 4.5. Our Privacy Policy is written in English. Any translation into another language is provided solely for your convenience, and to the extent there is any conflict between the two, the English version prevails.
- 4.6. No warranty or liability.
- (a) While we safeguard your personal information in the manner set out herein, no method of transmitting or storing electronic information is ever completely secure, and thus we make no warranty, express, implied, or otherwise, that your personal information will never be collected, used, disclosed, processed, transferred, retained or secured in a manner by any other third party that is inconsistent with our Privacy Policy.
  - (b) To the extent permitted by applicable laws, we shall not be liable for any damages (whether consequential, direct, incidental, indirect, punitive, special or otherwise) arising out of, or in any way connected with, any third party's



collection, use, disclosure, processing, transferring, retaining or securing of your personal information, regardless of whether such damages are based on contract, tort or other theories of liability; and liabilities owing by us to you under or in connection with the T&Cs shall be capped at no more than S\$500 in total for all claims.

## **5. Contact Details**

5.1. For any questions, comments, requests or complaints regarding our Privacy Policy, or to exercise your rights and choices in respect of your personal information, please contact as at:

- (a) Email : [dataprotectionofficer@constellar.co](mailto:dataprotectionofficer@constellar.co)
- (b) Post : Data Protection Officer  
Constellar Holdings Pte. Ltd.  
1 Expo Drive  
#02-01, Singapore EXPO  
Singapore 486150

## **6. Collection**

6.1. We generally collect your personal information using different ways and from various sources, including when you:

- (a) access, use and/or visit our Premises and/or our Sites;
- (b) register for, purchase and/or use any of our or our partners' contents, products or services;
- (c) establish any online accounts or memberships with us (including through our Sites);
- (d) make a purchase on our or our partners' e-commerce and e-shop websites;
- (e) submit forms relating to any of our Products & Services;
- (f) request to be included in an email or other mailing list;
- (g) attend/participate in Activities, our Events and/or in our Community;
- (h) speak or present at any of our Events or in connection with any of the Activities;
- (i) respond to our promotions, lucky draw, giveaways or other outreach initiatives;
- (j) respond to our marketing representatives and agents, for market surveys or otherwise;
- (k) interact with our customer service officers or any of our staff (e.g., via face-to-face meetings, business interactions in our activities, events, exhibitions, telephone calls, letters, and online forms);
- (l) submit a job application;
- (m) enter into agreements with us;
- (n) have been referred to us by our or your partners or other third parties or by our Community;
- (o) contact us or request that we contact you;
- (p) respond to our request for additional personal information; and/or
- (q) submit your personal information to us for any other reason.

6.2. In addition to the above, we may obtain information from other sources, including without limitation:

- (a) publicly available information, such as name, contact information, content and online activity that we obtain from publicly available sources and social media platforms. If your profile is public, your information may be visible to anyone on our Sites and may also be accessed or shared by other users as well as third parties such as search engines, content aggregators and news sites;
- (b) video, audio and other sensory information, such as images, video, and audio that may be collected or processed through our security cameras, closed-circuit television, recorded phone lines, voice recorders, and other technologies, where permitted by applicable laws;
- (c) data from third-party sources, such as personal information we obtain from our third-party service providers (including background-check providers, data

- aggregators and data cleansing companies) and business partners (including ticketing agencies, event organisers, event sponsors, collaborators, business partners, merchants, delivery partners and booking platforms and marketing partners);
- (d) inferences drawn from any of the above information to create a profile about you reflecting your preferences, characteristics, psychological trends, predispositions, behaviour, attitudes, intelligence, abilities, and aptitudes towards our products and services; and
  - (e) your employer, employee, friends, family or agent/representative.
- 6.3. We may also collect information from you on our Sites automatically through cookies, web beacons or similar technologies, such as:
- (a) technical information, such as your internet protocol addresses, browsing history, mobile carrier, time zone settings, geolocation data, identifiers for advertising purposes, the version of the app you are using, and the device you are using to access and/or use our Sites such as the model of your device, the device system, network type, device ID, your screen resolution and operating system; and/or
  - (b) behavioural information regarding your online activities, such as preferences you set for ease of use and accessibility of our Sites, how you engage with our Sites, including how you interact with content we show to you, the advertisements you view, videos you watch, and problems encountered.
- 6.4. For more information on how we use cookies, please refer to our Cookie Policy, which should be read in tandem with our Privacy Policy.

## **7. Consent**

- 7.1. By providing us, or authorising your authorised representative(s) to provide us, with your personal information, you are deemed to have agreed and consented to our (including our agents' and representatives') collection, disclosure, processing, storage, transfer and/or use, whether within Singapore or overseas/cross-borders, of your personal information by us and amongst our Community for the purposes set out herein. Our Privacy Policy supplements but does not supersede nor replace any other consent(s) previously provided by you to us in respect of your personal information nor does it affect any rights which we and members of our Community may have under applicable laws in connection with your personal information.
- 7.2. For avoidance of doubt, by using our Sites, you are deemed to have consented to (a) our Cookie Policy, and (b) the collection, disclosure, processing, storage, transfer and/or use, whether within Singapore or overseas/cross-borders, of your personal information by us and amongst our Community for the purposes set out herein.
- 7.3. Photos and recordings.
- (a) By:
    - (i) participating in Activities, our Events and/or in our Community,
    - (ii) accessing, using and/or visiting our Premises, our Sites and our Products & Services,
 you consent to be photographed, filmed and/or recorded, and you further consent to the use of any such film, image or recording for public transmission, including for security, advertising and promotional purposes. We or any member of our Community may, without prior notice, use (A) images taken or videos recorded at Activities or our Events, and (B) any screenshot or screencast of any online session or webinar with your photograph, name, image, likeness, voice, biography and abstract in any media (including publication within and outside Singapore) and for purposes set out herein, without identification, compensation or payment of any kind.
  - (b) If you do not agree to be photographed, filmed or recorded, please do not allow yourself to do so by taking proactive steps, including without limitation leaving our Premises or our Sites, avoiding cameras and/or recording devices, turning

off your microphone and webcam, and/or informing us or the relevant host/organiser accordingly.

7.4. Marketing.

- (a) When you submit certain forms within our Sites or participate in our activities, events and/or the Community, you may opt-in to receive marketing materials, event collaterals as well as industry news and updates from us and/or members of our Community such as event organisers, event managers, exhibitors, sponsors, merchants, collaborators and partners ("**Marketing Affiliates**").
- (b) If you opt-in to receive such information, you are deemed to have consented to our and/or our Market Affiliates:
  - (i) using your personal information to inform you of such information and for the purposes herein; and
  - (ii) disclosing and/or transferring, whether within Singapore or overseas/cross-borders, your personal information to marketing agents, partners and/or representatives to carry out marketing activities on our and our Marketing Affiliates' behalf.
- (c) Nothing in our Privacy Policy establishes any joint and several liability on the part of any members of our Group or Marketing Affiliates.

7.5. Telephone numbers. If you have provided your telephone number(s) and have indicated that you consent to receiving marketing information via your telephone number(s), then from time to time, we and/or our Marketing Affiliates may contact you using such telephone number(s) (including via voice calls, SMS, fax, instant messaging or other means).

7.6. You should ensure and undertake that all information submitted to us is complete, accurate, true and correct. Failure on your part to do so may result in our inability to provide you with Products & Services.

7.7. Where any personal information of a third party is provided by you to us for any particular purpose, you must seek his or her appropriate consent before you provide us with such personal information. You represent and warrant that the collection, disclosure and/or transfer of such third party's information to us, and the further collection, processing, storage and/or use of that information by us for the purposes in our Privacy Policy, is lawful. We may request for proof of such third-party consent obtained by you.

**8. How We Use Personal Information**

8.1. General purposes. Your personal information and business contact information may be collected, disclosed, processed, stored, used and transferred by us, whether within Singapore or overseas/cross-borders, for the following purposes:

- (a) performing obligations in the course of or in connection with our provision of any of our Products & Services, including organising our Events;
- (b) provision of access to our Premises;
- (c) communicate with you, processing and responding to your requests, queries including media requests, applications, complaints and feedback from you;
- (d) providing media announcements and responses;
- (e) verifying your identity;
- (f) processing information pertaining your credit card, bank account or payment details to process your registration and/or fulfil your purchases/orders;
- (g) maintaining the safety and security of our Premises such as with the use of security cameras), our Sites and/or our Community;
- (h) review, improve, enhance or develop our Products & Services, or methods or processes for our operations, including compiling data and conducting statistical, demographic and data analysis, and market research;
- (i) sending you information, updates, invitations, feedback/surveys, competitions, promotions, lucky draws, outreach activities, marketing and advertising materials, information about Activities, our Events, sessions, local and global events,

exhibitions and conferences, open-community platforms, industry developments, business matching, call for speakers, collaboration/partnership projects and any of our other Products & Services;

- (j) facilitating the provision of products and services by our third-party vendors, service providers, insurance providers and professional advisers;
- (k) facilitating any proposed or actual business asset transactions, assignments or transfers in any of our rights or obligations in relation to your information;
- (l) protect and enforce our contractual and legal rights and obligations;
- (m) managing our infrastructure and business operations, and complying with our internal policies and procedures, and any applicable law, rules and regulations, codes of practice, guidelines, court order, legal processes or other requirements/instructions of any governing/statutory authority (including applicable stock exchange);
- (n) audit requirements and/or general corporate requirements;
- (o) resolving complaints and handling requests and enquiries;
- (p) handling claims/disputes, conducting and facilitating investigations, proceedings, conducting checks to prevent, detect and investigate crime (including fraud and money-laundering), and/or analyse and manage other commercial risks;
- (q) any other legitimate business or interest purposes relating to or in connection with the above, such as managing the relationship between you and us, facilitating internal business purposes; and/or
- (r) any other purposes which you have provided the information for, which we have notified you or obtained your consent, or we reasonably deem you have consented to.

8.2. Our Sites. If you access and/or use any of our Sites or attend any of our Events, your personal information and business contact information may be collected, disclosed, processed, stored, used and transferred by us, whether within Singapore or overseas/cross-borders, for the following purposes:

- (a) processing your purchase or application for Products & Services or user/membership accounts;
- (b) maintaining your user/membership account with us;
- (c) verifying and processing your identity and process payments in relation to our provision of our Products & Services;
- (d) providing you with our Products & Services;
- (e) processing, placing and transmitting your orders, which have been place through our e-commerce / e-shopping websites, including sharing them with our suppliers/distributors/merchants and our delivery partners to fulfil such orders;
- (f) communicating with you for administrative matters;
- (g) resolving complaints and handling requests and enquiries;
- (h) conducting market research for statistical, profiling and statistical analysis for the improvement of our Products & Services;
- (i) providing you with effective and dynamic digital community and e-commerce/e-shop platforms on our Sites;
- (j) improve, promote and develop our Community and/or our Sites;
- (k) allow you to participate in interactive features of our Sites;
- (l) enable you to share user content and interact/socialise with other members of our Community;
- (m) provide you with user support and administering our Sites;
- (n) ensure your safety and security when accessing or using our Sites;
- (o) personalising the content you receive and providing you with tailored content on our Sites regarding our Products & Services that will be of interest to you; and/or
- (p) for such other purposes related to the above described, or otherwise specified by us at the time of collection of your information.

8.3. Tenants and licensees. If you are a tenant or licensee, or a prospective tenant or licensee, of any of our properties, your personal information and business contact information may be collected, disclosed, processed, stored, used and transferred by us, whether within Singapore or overseas/cross-borders, for the following purposes:

- (a) conducting due diligence checks;
- (b) preparing, performing, execution and/or enforcement of agreements entered into between you and us;
- (c) performing administration/management of the lease or licence;
- (d) performing financial transactions, such as collection of rental payments and utilities fees;
- (e) communicate with you for administrative purposes;
- (f) insurance purposes;
- (g) handling claims/disputes, conducting and facilitating investigations, and/or proceedings; and/or
- (h) for such other purposes related to the above described, or otherwise specified by us at the time of collection of your information.

8.4. Vendors and contractors. If you are a vendor or contractor, a prospective vendor or contractor, your personal information and business contact information may be collected, disclosed, processed, stored, used and transferred by us, whether within Singapore or overseas/cross-borders, for the following purposes:

- (a) evaluating your proposal;
- (b) conduct due diligence checks;
- (c) preparing, performing, execution and/or enforcement of agreements entered into between you and us;
- (d) performing contract administration/management;
- (e) performing financial transactions, such as payments;
- (f) communicate with your personnel who are in our properties for site visits, to carry out work or services, and for any emergency and/or security concerns;
- (g) communicate with you for administrative purposes;
- (h) insurance purposes;
- (i) handling claims/disputes, conducting and facilitating investigations, and/or proceedings; and/or
- (j) for such other purposes related to the above described, or otherwise specified by us at the time of collection of your information.

8.5. Employment.

- (a) If you are our employee, or apply to us as a candidate for employment, personal information and business contact information may be collected, disclosed, processed, stored, used and transferred by us, whether within Singapore or overseas/cross-borders, for the following purposes:
  - (i) processing your application including pre-employment checks;
  - (ii) providing or obtaining employment references;
  - (iii) collecting information about your suitability for the position applied for;
  - (iv) conflict checks;
  - (v) organising training and staff development programmes;
  - (vi) assessing your performance;
  - (vii) administering benefits and payroll processing;
  - (viii) providing you with tools to facilitate or as required for you to do your job;
  - (ix) communicating with you to comply with our policies and processes, including for business continuity purposes;
  - (x) staff management and discipline; and/or
  - (xi) for such other purposes related to the above described, or otherwise specified by us at the time of collection of your information.
- (b) If you are family member or dependant of our employee; personal information and business contact information may be used by us for the following purposes:
  - (i) conflict checks;
  - (ii) administering benefits; and/or
  - (iii) for such other purposes related to the above described, or otherwise specified by us at the time of collection of your information.

8.6. Marketing. If you have opted-in to receive marketing materials, event collaterals as well as industry news and updates from us and/or our Marketing Affiliates, your personal

information and business contact information may be collected, disclosed, processed, stored, used and transferred by us, whether within Singapore or overseas/cross-borders, for the following purposes:

- (a) conducting market research and surveys to help us and/or our Marketing Affiliates understand and determine customer location, preferences and demographics to develop special offers and marketing programmes in relation to our and/or our Marketing Affiliates' activities, events, exhibitions, products and services (including the Activities, our Events and our Products & Services);
- (b) matching information that we and our Marketing Affiliates have collected, including other data for other purposes and from other sources, in connection with marketing, offering or provision of our and/or our Marketing Affiliates' activities, events, exhibitions, products and services (including the Activities, our Events and our Products & Services);
- (c) lead generation and management for the marketing/promotion of activities, events, exhibitions, products and services offered by us and/or our Marketing Affiliates (including the Activities, our Events and our Products & Services);
- (d) administering contests, competitions and marketing campaigns in connection with the activities, events, exhibitions, products and services offered by us and/or our Marketing Affiliates (including the Activities, our Events and our Products & Services);
- (e) communicating to you advertisements and/or marketing materials in relation to activities, events, exhibitions, products, services offered by us and/or our Marketing Affiliates (including the Activities, our Events and our Products & Services), and which may include special offers, promotions, loyalty and reward programmes, upselling, cross-selling and online marketing, outreach programs, lucky draw, marketing and advertising activities; and/or
- (f) for such other purposes related to the above described, or otherwise specified by us at the time of collection of your information.

8.7. **Do-Not-Call.** We abide by the Do-Not-Call provisions of the Personal Data Protection Act 2012 (No. 26 of 2012, Singapore Statutes). We will refrain from sending you such marketing messages if you have registered your Singapore telephone number on the relevant Do-Not-Call registry, unless we are allowed to do so under applicable laws. However, if you have given us consent to send you marketing messages, we may continue sending you marketing messages until you withdraw your consent to us.

8.8. **Derivative Data.** We may anonymise, aggregate, combine, compile, de-identify, and/or merge personal information and business contact information collected from you with information from other third-party sources (including information collected on our Sites and information collected offline), and derive or generate secondary data (through human intervention or automatically using computer AI), to:

- (a) help us improve the Activities, our Events, our Premises, our Sites, our Community and/or our Products & Services;
- (b) help us improve marketing, and communications with you;
- (c) help us tailor our interactions with you and improve your customer experience; and
- (d) for such other purposes related to the above described, or otherwise specified by us at the time of collection of your information.

## **9. How We Share Personal Information**

9.1. **Persons we share with.** All personal information and business contact information held by us will be kept confidential, but we may, where such disclosure is necessary for purposes set out herein, or a directly related purpose for which your information purpose was collected, share such information to the following persons who may be located in Singapore or elsewhere (i.e. cross-borders):

- (a) other divisions or entities within the Group;
- (b) our agents, contractors, suppliers, specialist advisers and third-party service providers who process your information (including for administrative, analysis

and analytics, archival, audit, background and credit checks, data hosting or management, delivery/shipping, development, financial, identity verification, information technology services and support, marketing, market research, operational, payment, payroll, research, reservations, security, storage, telecommunications, ticket operations, and training);

- (c) our advertising, marketing and promotion agents and representatives, including for contests, lucky draws, giveaways, outreach measurement, and Community engagement such as business matching, Community updates on our digital platforms, online sessions and activities, global events and roadshows, and industry developments;
- (d) banks, payment gateways, credit card issuing companies, credit bureau, or collection agencies necessary to establish and support the payment of any products and/or services due or requested;
- (e) our lawyers, auditors, insurers, insurance investigators, credit providers, and other professional advisers;
- (f) our joint venture and collaboration partners, and any third-party business partners/merchants who offer products and services, or sponsor contests or other promotional programmes, whether jointly with us or independently;
- (g) our business partner, investor, assignee, transferee, or other third party, whether actual or prospective, to facilitate business asset transactions, in the event that (i) we sell or buy any business or assets, or (ii) we sell, buy, merge, are acquired by, or partner with other companies or businesses, or (iii) sell some or all of our assets (including in the event of a merger, acquisition, joint venture, reorganisation, divestiture, dissolution, or liquidation);
- (h) government authorities, governing/statutory authorities, stock exchanges, law enforcement agencies, regulators, dispute resolution centres, and their representatives in compliance with applicable law, rules and regulations, codes of practices, guidelines, court orders and other legal processes or requirements;
- (i) any person or company/organisation who is acting for, jointly or on our behalf, in respect of the purposes set out herein or a directly related purpose for which your information was provided; and/or
- (j) other persons for which we have provided specific notice at the time of collection of your information and obtained your consent, to the extent required by applicable laws.

9.2. Affiliate marketing. When you participate in an Event or any other activity, event, exhibition or our Community, or use a product or service, which is offered jointly by us and our Marketing Affiliates, we may also collect, disclose, process, store, transfer and/or use, whether within Singapore or overseas/cross-borders, your personal information and business contact information for the purpose of sharing your information with our Marketing Affiliates for them to offer, market and promote to you activities, events, exhibitions, products, or services, which our Marketing Affiliates think may be of interest to you.

9.3. Data transfers. Our businesses may require us to transfer your personal information to, and store your personal information in external servers located in, Singapore and other countries outside of the country in which the information originally was collected (including the jurisdictions which our service providers, partners, collaborators or such other persons identified herein with whom we share your personal data with, are based in and/or operate in) that may not provide the same level of data protection as your home country. We will take appropriate safeguards to ensure that we protect your information in accordance with applicable laws including ensuring that the relevant recipients of your personal information are bound to duties of confidentiality and implement standard contractual clauses.

## **10. How We Protect Your Personal Information**

10.1. Protection of personal information. We will use reasonable administrative, technical and physical measures and safeguards to protect your personal information against

accidental, unlawful, or unauthorised destruction, loss, alteration, access, disclosure, or use.

10.2. Service providers.

- (a) In general, we will exercise commercially reasonable endeavours (without any guarantee) to procure organisations outside our Group (which handle or obtain your personal information as service providers to us) to:
  - (i) protect the confidentiality of personal information;
  - (ii) undertake to comply with applicable data protection and privacy laws;
  - (iii) regulate and safeguard your data protection rights; and/or
  - (iv) use your information only for our purposes strictly in accordance with our directions and instructions.
- (b) While we take reasonable care in our selection of our service providers, we are only responsible for our own compliance with applicable laws.

**11. Retention of Your Personal Information**

- 11.1. To the extent permitted by applicable laws, we will retain your personal information for as long as it is needed for the purposes for which such information is collected or used (as notified to you) continues, or where necessary, for our legitimate business purposes or legal purposes. Where we no longer require your personal information for those purposes, we will cease to retain your personal information.

**12. Your Rights and Choices**

- 12.1. You have certain rights and choices in connection with the personal information we obtain about you, such as how we use the information and how we communicate with you. To help protect your privacy and maintain security, we may take steps to verify your identity and request for further information before processing your request.
- 12.2. To the extent permitted by applicable laws, a nominal charge may apply to your exercise of the rights described above, to cover our cost of verifying the request and locating, retrieving, copying, correcting, deleting or porting your personal information (as the case may be).
- 12.3. Access and correction. We will keep all personal information collected as accurate, complete and up to date as necessary, taking into account its intended use and the interests of the Group and our Community. Where possible, we will validate the personal information using generally accepted practices and guidelines.
- 12.4. Withdrawal of consent.
- (a) You have the right to withdraw any consent you previously provided to us or object at any time to the processing of your personal information for marketing purposes or on legitimate grounds to any other processing of your personal information.
  - (b) You may also withdraw your consent for us and/or our Marketing Affiliates to send you marketing information via email, SMS or instant messaging, by following the unsubscribe procedure in the marketing information received.
  - (c) Your withdrawal or objection will however not affect the lawfulness of our processing of your personal information based on your consent or our legitimate grounds before your withdrawal.
  - (d) Depending on the extent of your request and the purposes for which your personal information was collected for, we may no longer be able to provide or continue providing certain Products & Services to you and you can no longer partake in certain Activities.
- 12.5. Data porting. Subject to applicable laws, you may also have the right to receive, in a structured, commonly used, and machine-readable format, the personal information that you provided us with, as well as the right to have this information transmitted to another



organisation, where it is technically feasible. Please reach out to us in writing to discuss this, if required.

12.6. Disclaimer

- (a) If you have been approached by persons who may represent themselves to be affiliates, agents, employees, officers, partners and/or representatives of the Group and have offered opportunities to acquire databases of events (whether jointly or singly) managed, owned and/or organised by the Group (“**Event Databases**”), please seek verification with us and independent consultation before proceeding further.
- (b) The Group does not sell the Event Databases; and all personal information are collected, disclosed, process, stored, transferred and/or used by us in accordance with our Privacy Policy.
- (c) You are advised to be vigilant and exercise all necessary caution and circumspection when approached by anyone purporting to be affiliates, agents, employees, officers, partners and/or representatives of the Group, especially for the sale of Event Databases.
- (d) The Group disclaims any and all responsibility for any form of loss or damages occasioned directly or indirectly by any form of reliance on the fraudulent representations.

## **Annexure**

### **Our Sites**

The following is a non-exhaustive list of events which we have Sites for:

1. Asian Masters
2. Beerfest Asia
3. BuildTech Asia
4. CAREhab
5. Comex IT Show
6. Franchising & Licensing Asia
7. Health Fiesta
8. IoT Asia
9. ITAP
10. Malaysian International Food & Beverage Trade Fair (MIFB)
11. Office Expo
12. SITEX
13. Singapore Food Shows
14. Singapore Fintech Festival (SFF)
15. Singapore Gifts & Premiums Fair
16. Superfood Asia
17. Superfood Korea
18. Singapore Week of Innovation and Technology (SWITCH)
19. SFFxSWITCH
20. PrintPack+Sign
21. The Tech Show

## **D. COOKIE POLICY**

### **1. Introduction**

- 1.1. Constellar Holdings Pte. Ltd. (UEN: 202103766E), our related corporations and affiliates (collectively “**Group**”, “**us**”, “**we**” or “**our**”) are well-established in the Meetings, Incentives, Conferences and Exhibitions (MICE) industry. We manage and operate Singapore EXPO and MAX Atria (“**Premises**”). With 100,000 square metres of column-free indoor and outdoor space available, and F&B offerings, the Premises are choice venues for MICE activities and events in Singapore. We also develop, host, manage and organise conventions, events, exhibitions and shows. Further details of our businesses can be found on our corporate websites.
- 1.2. In connection with our businesses, we develop, launch, offer and/or promote various communities, products, services, solutions and/or technologies (collectively “**Products & Services**”). We also own or manage various websites, mobile/web applications, social media accounts and digital platforms (collectively “**Sites**”) to provide our customers with unique and unforgettable experiences. The annex to our Privacy Policy sets out a non-exhaustive list of conventions, events, exhibitions, shows and other activities hosted, organised and/or managed by us (collectively “**Events**”) which we have Sites for.
- 1.3. You are viewing this page as you have intentions to enter or have entered into an agreement or arrangement with us in relation to our Premises, our Sites, our Events, our Community and/or our Products & Services. In this regard, please refer to our Terms of Service, which set out:
- (a) terms and conditions to govern your relationship with us and our community (including without limitation our event managers, event organisers, exhibitors, participants, partners, speakers, sponsors and supporting organisations) (collectively “**Community**”); and
  - (b) terms and conditions of activities to be carried out at or in connection with our Premises, our Site, our Community, our Events and/or our Products & Services (“**Activities**”).
- 1.4. By carrying out any of the Activities, you are deemed to have agreed to:
- (a) our Terms of Service;
  - (b) our Community Guidelines;
  - (c) our Privacy Policy;
  - (d) our Cookie Policy;
  - (e) any other terms and conditions published at our Premises and Sites (“**Other Terms**”); and
  - (f) terms and conditions otherwise contained in your separate written contract with us, (collectively “**T&Cs**”). As such, please ensure that you have read and understood the T&Cs. If you do not agree with any provision, please cease all Activities immediately. In particular, if you do not agree with any of the terms herein, please discontinue your access to or use of our Sites and unsubscribe to our marketing emails by following the unsubscribe process stated in such emails.
- 1.5. Further, do note that our Terms of Service, our Community Guidelines, our Privacy Policy, our Cookie Policy and our Other Terms, which are published on our corporate websites, may be reviewed and amended by us from time to time, at our sole and absolute discretion. As such, you are reminded to check our corporate websites on a regular basis to obtain the most updated version of these documents.
- 1.6. Capitalised terms in our Cookie Policy shall bear the same meaning as those in our Terms of Service, unless the context requires otherwise or unless otherwise defined herein.

### **2. Main principles of our Cookie Policy**

- 2.1. When you access and/or use our Sites, join or participate in our Community, or receive marketing emails from us, we may collect information from you automatically through cookies, web beacons or similar technology.

- 2.2. Our Cookie Policy explains how we use cookies, web beacons or similar technology, and the rights and choices you have. Except as otherwise stated in our Cookie Policy, our Privacy Policy will apply to our processing of the data that we collect via cookies, web beacons or similar technology. As such, please note that our Cookie Policy should be read in tandem with our Privacy Policy.

### **3. Applicability**

- 3.1. Our Cookie Policy applies to all departments and business units across our Group. For the avoidance of doubt, to the maximum extent permitted under applicable laws, nothing in our Cookie Policy establishes any joint and several liability on the part of any member of our Group or Community.
- 3.2. Our Cookie Policy is governed by Singapore laws and subject to the exclusive jurisdiction of the Courts of Singapore.
- 3.3. Our Cookie Policy is written in English. Any translation into another language is provided solely for your convenience, and to the extent there is any conflict between the two, the English version prevails.
- 3.4. To the extent permitted by applicable laws, we shall not be liable for any damages (whether consequential, direct, incidental, indirect, punitive, special or otherwise) arising out of, or in any way connected with matters set out in our Cookie Policy; and liabilities owing by us to you under or in connection with the T&Cs shall be capped at no more than S\$500 in total for all claims.

### **4. Cookies and similar technologies**

- 4.1. A cookie is a small text file that contains information that can later be analysed by us to facilitate your access to and use of our Sites, gather statistical data and personalise your online experience as part of the Community. Cookies may be set by our Sites or by third parties, such as those within our Community who serve content or provide advertising or analytics services on our Sites.
- 4.2. Our Sites and emails may also contain other tracking technologies such as "web beacons" or "pixels." These are typically small transparent images that provide us with statistics for similar purposes as cookies. They are often used in conjunction with cookies, though they may not be stored on your computer in the same way. As a result, if you disable cookies, web beacons may still load, but their functionality may be restricted.
- 4.3. While the cookies that we use may change from time to time as we improve and update our Sites, we mainly use the following types of cookies:
- (a) Essential / required cookies. Essential cookies are necessary for the operation of our Sites. We may use essential cookies to authenticate users, prevent fraudulent use of user accounts and/or offer our Sites' features.
  - (b) Analytical/performance cookies. Analytical/Performance cookies allow us to recognise and count the number of visitors and see how visitors move around our Sites when using it. This helps us improve the way our Sites work and enhance our Community experience.
  - (c) Security cookies. Security cookies help us identify and prevent potential security risks when you access and/or use our Sites and their content, features and functions.
  - (d) Functionality cookies. Functionality cookies are used to recognise you as part of the Community across our Sites and when you return to our Sites. This enables us to personalise our content for you, greet you by name, and remember your preferences (for example, your choice of language or region).
  - (e) Targeting cookies. Targeting cookies record your visits to our Sites, the pages you have visited, and the links you have followed. We may use this information and share it with third parties to create, develop, make and/or publish our Sites and their content more relevant to your interests, for example, webinars sponsored by our Events'

sponsors/exhibitors and products/services of others within our Community which you may be interested in.

- (f) Third-Party / embedded cookies. Our Sites may make use of different third-party applications and services to enhance your experience with our Community, including but not limited to social media platforms or embedded third-party content. As a result, cookies may be set by these third parties and be used by them to track your online activity. We have no direct control over the information that is collected by these cookies. For example, we use Google Analytics cookies to manage our Sites and track the use of the content we provide to help us better target advertising on other third-party sites that market our activities, events, exhibitions, products and services.

4.4. Some of the third-party cookies we use are:

Service	Cookie name	Purpose
LinkedIn	last_linkedin_sync	This cookie is installed by LinkedIn and used to sign you in with your LinkedIn account.
Twitter	metrics_token	These cookies are installed by Twitter and used to display Twitter feeds/posts.
	personalization_id	
	tfw_exp	
	lang	
Facebook	fr	This cookie is installed by Facebook and used to display Facebook feeds/posts.
Google analytics	_ga	These cookies are installed by Google Analytics.  The cookies are used to: <ul style="list-style-type: none"> <li>Calculate visitor, session, campaign data and keep track of site usage for the site's analytics report. The cookies store information anonymously and assign a randomly generated number to identify unique visitors.</li> <li>Store information of how visitors use a website and helps in creating analytics reports of how the site is doing. The data collected including the number visitors, the source where they have come from, and the pages visited in an anonymous form.</li> </ul>
	_gat	
	_gat_hivebriteTracker	
	_gid	
PayPal	ts	These cookies are provided by PayPal when a website is in association with PayPal payment function. These cookies are used to make safe payment through PayPal.
	ts_c	
	x-cdn	

4.5. The length of time a cookie stays on your device depends on its type; and in particular, do take note of the following cookies which we may use:

- (a) Session cookies. Session cookies are temporary cookies that only exist during the time you use our Sites or until you close the browser after using our Sites. Session cookies mainly help us remember your selections and inputs on our Sites, avoiding the need to re-enter information within the same browsing session.
- (b) Persistent cookies. Persistent cookies stay on your devices after you have visited our Sites and mainly help us to identify you as a unique visitor. For example, when you log in to one of our Sites, a persistent cookie will be used to remember your preferences, so that the system remembers your choice the next time you log in.

## **5. How we use cookies**

- 5.1. We currently use cookies on our Sites to connect you and make you be known within the Community, including detecting your web browser's multimedia capabilities, tracking promotional advertisements that we have displayed to you, maintaining current login and purchase information on secure portions of our Sites and providing a unique identifier to your computer so that we can generate statistics regarding the usage of our Sites and your participation in our Community.
- 5.2. When you access and/or use our Sites, we, our Marketing Affiliates and certain third parties (such as advertising networks, digital advertising partners, and social media platforms) may collect information about your online activities across third-party websites over a period. Such information may be used to provide you with advertising about products and services tailored to your interests. We also may obtain such information for advertising from third-party websites on which our advertisements are served.
- 5.3. We may engage any third-party ad-buying networks to target our advertisements to users through demographic, interest-based, and contextual means, to help us track the effectiveness of our marketing efforts. The information our advertisement networks may collect on our behalf includes data about your visits to websites that serve our advertisements, such as the websites or advertisements you view and your user activities on the websites. This data collection takes place on our Sites and third-party websites that participate in these advertisement networks.
- 5.4. You may see a "cookie banner" on some of our Sites. When you give consent to tracking/targeting/marketing cookies, we and others within our Community such as our advertising partners may set advertising cookies on our Site you visit and on other sites you may visit, which may be used to show you advertisements about various products and services.

## **6. Managing and disabling cookies**

- 6.1. Most browsers automatically accept cookies, but you may choose to modify your browser settings to reject cookies. If you choose not to accept our cookies when you visit our Sites, you may be restricted from some of our Site's interactive features and services, which may be rendered inoperable.
- 6.2. You may wish to refer to each web browser's guide and/or other online resources for more information on how to reject or delete cookies.