

Terms and Conditions of Participating in The Changi Travel Circle Programme and Use of this Website

Please read these Terms and Conditions (“**Terms**”) carefully before using the website www.travelcircle.changiairport.com (this “**Site**”) and signing up to join the Changi Travel Circle Programme (“**Programme**”). By submitting the application to join the Programme and use of the Site:

- (a) you are agreeing to this Agreement on behalf of a company, organisation or another legal entity named in the application and you warrant and represent to Changi Airport Group (Singapore) Pte. Ltd. (“**CAG**”) that you have the authority to bind the entity named in the application to these Terms and this Agreement. If you do not have such authority, or if you or the entity does not agree with this Agreement, you must not proceed with the application.
- (b) the Member signifies that it has read, and it unconditionally agrees to be bound by these Terms and Conditions. The Member should discontinue access to this Site immediately if it does not agree to these Terms.

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1. General

- 1.1. These Terms form the agreement we have with the Member (the “**Agreement**”) when the Member signs up for the Changi Travel Circle Programme operated by CAG and our Programme partners, and use the Site.
- 1.2. CAG reserves the right, without notice or liability to the Member , to change, modify, suspend or discontinue the whole or any portion of the Programme and Site, including the availability of any feature, database or content, and/or impose limits or conditions on or restrict the Member’s ’s access to parts of or the entire Site.
- 1.3. Definitions.
 - a) “**Agreement**” means a contract made or to be made between the Member and Changi Airport Group (Singapore) Pte. Ltd. (“**CAG**”) for the provision of access to the Site by CAG upon these Terms, and includes all annexes;
 - b) “**Authentication Method**” means any or any combination of confirmation emails, QR codes, or other methods stipulated by CAG from time to time for the Member’s access and / or use of the Site;

- c) **“Destination Management Company”** means a third-party firm that is commonly hired to provide professional services for the planning and implementation of out-of-town tour itineraries, event programmes and services;
- d) **“IATA Agency Code”** means identification code issued by International Air Transport Association for accreditation of travel agents;
- e) **“Law”** or **“Laws”** mean any decree, resolution, law, by-laws, statute, act, ordinance, rule, directive, order, treaty, code, instruction, direction, policy or regulation or any interpretation of the foregoing, as promulgated, enacted, issued, decided or determined by any government or public agency of Singapore and includes without limitation:
 - i. any consent, authorisation, registration, filing, agreement, notice of non-objection, notarisation, certificate, licence, approval, permit, or exemption from, by or with a Government Agency; and
 - ii. any injunction or final non-appealable judgment directly applicable to the relevant party, of any Government Agency having jurisdiction over the matter in question;
- f) **“Member”** means an applicant whom CAG has approved to join the Programme who can perform activities including but not limited to browse exclusive deals and utilise marketing toolkits provided for on the Site. ;
- g) **“Parties”** means both the Member and CAG and **“Party”** means either the Member or CAG as the context requires;
- h) **“Personal Data”** means data, whether true or not, about an individual who can be identified – from that data, or from that data and other information to which the Member has or is likely to have access, and includes without limitation name, email address, and other identifiable data;
- i) **“Programme”** means the Changi Travel Circle programme, a business-to-business (B2B) travel trade engagement programme owned and administered by CAG;
- j) **“Promotions”** has the following meaning:
 - i. From time to time, CAG may offer promotions applicable to Changi Travel Circle. The specific terms and conditions for each promotion will be stated at the time the promotion is offered. Each promotion may be different and unless otherwise stated, promotions are exclusive and may not be combined; and
 - ii. CAG will not notify Members in advance that any promotion is about to end;
- k) **“Session”** means a usage period of the Site by the Member for the purposes of utilising the Service;
- l) **“Service”** means services performed for or in connection with the Programme;
- m) **“STB Travel Agent Licence Number”** means the licence code of the Travel Agent Licence issued by Singapore Tourism Board for Companies or persons in the business of making travel arrangements or conducting tours in or outside of Singapore;
- n) **“Webinars”** means online events that are organised for Members of the Programme.

- 1.4. In these Terms, “we”, “us” or “our” refers to CAG, the entity that manages and operates Changi Airport Singapore, and includes our employees, officers and agents.

2. Membership Eligibility, Enrolment and Termination

- 2.1. In order for a Member to join the Programme, the Member will need to provide the Member’s business contact details to create an account. The Member’s Changi Travel Circle membership will continue until terminated.
- 2.2. A Member may be provided with a promotion code to join the Changi Travel Circle. The code should be entered at the point of account registration. CAG is unable to retrospectively apply promotion codes once the Member’s account has been created.
- 2.3. In order to be eligible to join the Programme, a Member must be an individual working in a travel-related company such as but not limited to a travel agency, tour operators, airline or attraction, with a valid business email address.
- 2.4. Members’ business contact details may be displayed and made available to other Members of the Programme.
- 2.5. All Authentication Methods provided to the Member (including the Member’s login account details and password) must be kept confidential at all times and should never be shared or exposed to others.
- 2.6. CAG reserves the right to without notice, suspend or terminate a Member’s Changi Travel Circle account in any of the following situations:
 - a) The account has not been logged into for a continuous period of two (2) years; or
 - b) Member is found to have more than one Changi Travel Circle account registered in the Member’s name; or
 - c) Suspicious or fraudulent activity is detected with respect to the subject Changi Travel Circle account; or
 - d) If there is a breach of these Terms by the Member or any of its employees, agents, contractors.
- 2.7. Members wishing to terminate their accounts shall submit a written request to the contact details provided in these Terms.

3. Webinars

- 3.1. Webinars generally seek to equip Members with the latest updates about Changi Airport and its partners, allowing Members to keep abreast of developments at Changi Airport and its partners, and communicate this information to their customers.
- 3.2. Members shall register for Webinars using the same business email address as that provided when registering for their Changi Travel Circle account.
- 3.3. Members shall cancel their registration should they not be able to join the webinars.
- 3.4. By participating in Changi Travel Circle’s Webinars, Members are deemed to have consented to the Privacy Statement (<https://www.cisco.com/c/en/us/about/legal/privacy.html>) and Terms of Service

(<https://www.cisco.com/c/en/us/about/legal/cloud-and-software/end-user-license-agreement.html>) of Cisco “WebEx” platform; or to the Privacy Statement (<https://zoom.us/privacy>) and Terms (<https://zoom.us/terms>) of Zoom’s platform (where applicable).

- 3.5. The quality of the display of Webinar content may vary from device to device, and may be affected by a variety of factors, such as Members’ location, the bandwidth available through and/or speed of Members’ Internet connection.

4. Member Responsibilities

- 4.1. We grant the Member a non-exclusive, limited, revocable, non-transferable, and non-sublicensable right to access and use the Site and its contents for personal and non-commercial use only, unless otherwise stated. In the event CAG indicates that the Member may download any content from the Site, including any files, data and images incorporated in or generated on the Site, (collectively, the “Downloads”), the Member acknowledges the Downloads are licensed to the Member by CAG and/or its authorised third-parties. CAG nor its authorised third-parties transfer title of the Downloads to the Member. CAG and/or its authorised third-parties retain full and complete title to the Downloads, and all intellectual property rights therein.
- 4.2. The Member acknowledges that it is solely responsible for maintaining the confidentiality and security of any Authentication Method provided by us to the Member, and the Member’s details that may be used to access the Site. The Member must immediately notify us if the Member knows or suspects of any unauthorised use of the said information.
- 4.3. The Member must not, without our prior written consent, share with or transfer to any third party any Authentication Method provided by us to the Member for accessing and using the Site. If there is any use and access to the Site using the Authentication Method provided by us to the Member, shall be deemed to be used and accessed by the Member or on the Member’s behalf, and the Member shall be fully responsible in respect of any such use and access.
- 4.4. The Member represents and warrants that all information or data provided through or on the Site (“**User Information**”) are true, complete, accurate, not in breach of any Laws and third-party intellectual property rights, and will not cause CAG to be in breach of any Laws and third party intellectual property rights.
- 4.5. The Member will also ensure that all material, data or information that the Member submits on the Site does not contain any electronic virus, or other similar malicious electronic code, or any software, hardware or other technologies, devices or means, the purpose or effect of which is to permit unauthorised access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner the Site. To this end, the Member agrees to implement its own reasonable technical and organisational measures in order to protect its systems from internal and external threats, such as but not limited to hackings or unauthorised access to the Services.
- 4.6. The Member shall indemnify and hold CAG and its directors, officers, employees, agents, contractors (“**Indemnified Party**”) harmless from and against all claims, demands, choses in action, judgments, suits, proceedings, liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties, administrative fines imposed upon CAG by the Civil Aviation Authority of Singapore, its successors or any Government Agency, legal costs (calculated on a full indemnity basis and including solicitor and client costs) and all other professional costs and expenses) suffered or incurred by CAG and/or an Indemnified Party arising out of or in connection with:

- a) the Member's use or misuse of the Site and the Programme;
- b) the Member's provision of the User Information to us; and/or
- c) the acts, defaults or omissions of or any breach, performance, negligent performance or non-performance of this Agreement by the Member or its employees, agents, and contractors.

4.7. The Member may only use the Site for its own internal business purposes.

4.8. Save as expressly mentioned in these Terms, the Member shall not reproduce, disclose, decompile, disassemble, reverse engineer or modify any part of the Site, and shall not be involved in development or commercialisation of any product or service which competes with the Site or any aspect thereof.

5. Disclaimers and Exclusions

5.1. The Site and its contents are provided on an "as is" and "as available" basis. To the fullest extent permissible by Law, CAG makes no representations and warranties, and disclaims all representations and warranties, whether express or implied, regarding the Site and its contents and the Programme, including but not limited to, the accuracy, completeness, reliability, timeliness, non-infringement of proprietary rights, title, merchantability, satisfactory quality, suitability for any particular purpose, availability of the Site and its contents and the Programme, and that the Site is free of virus or other harmful elements. Without prejudice to the foregoing, CAG makes no representations and warranties, and disclaims all liability concerning the information and content provided on the Site and/or through the Programme by other Members.

5.2. We do not provide any assurance concerning the following:

- a) In the event updates/upgrades/new versions of the Site are issued, we do not guarantee that the Site operates properly or at all if those updates/upgrades/new versions are not installed or implemented by the Member. We also do not guarantee these updates will be made available or will continue to be compatible with the Member's existing devices or its operating system; and
- b) We do not guarantee that the use of the Site will not be an infringement or misuse of any third-party rights, including intellectual property rights.

5.3. CAG is not responsible and shall not be liable for any hyperlink to any other website and any reference to any website, entity, product or service whether on the Site or in information provided by other Member's in the Programme is not an endorsement or verification by CAG of such website, entity, product or service, or responsible for the content of any of the foregoing.

5.4. To the fullest extent permitted by Law, CAG shall not be liable in any way for any damages (including but not limited to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles), losses, costs, expenses, liabilities or compensation, whether direct or indirect, which arise from or are in connection with the Member's access and use of the Site and/or the Member's participation in the Programme due to any reason whether due to the negligence of CAG or its officers, employees, agents, contractors or otherwise, including without limitation any breach of security, delay, corruption or destruction of data or systems (including not limited to those caused by any virus or other malicious code), transmission error, inaccessibility of the Site or any part thereof (whether in connection with upgrading or modification of the Site, failure or insufficiency of the technical facilities or otherwise), whether or not such damages arise in contract, tort, equity or at Law and even if CAG has been advised previously of the possibility of such damages.

6. Your Personal Data

6.1. The Member agrees that it shall only provide CAG with business contact information and shall not provide CAG with any Personal Data (as defined in the Singapore Personal Data Protection Act 2012 or other applicable personal data protection Laws) without CAG's prior written consent save for the following:

- (i) The URL of the Member's LinkedIn page provided to CAG during sign up process, and any personal data contained on the Member's LinkedIn page; and
- (ii) Screenshots of the Member following CAG's social media accounts, which contains the Member's social media account ID.

(collectively, the "Collected Personal Data").

6.2. The Member agrees that the Collected Personal Data may be used in accordance with CAG's Privacy Policy (<https://www.changiairport.com/en/privacy-policy.html>) and applicable privacy laws for the administration of the Programme, including being displayed and made available to other Members of the programme.

7. Contact Information and Notices

7.1. If you have a general query on the Service, you can contact us via our Contact Us page (<https://travelcircle.changiairport.com/contact/>).

8. Other Important Matters

8.1. **Intellectual property rights.** The Member shall not without our prior written consent, do or attempt to do, or allow third parties on the Member's behalf to do or attempt to do any of the following: (i) copy, reproduce, alter, or modify the Site; or (ii) create derivative works of the Site of any kind whatsoever, (iii) use any content or materials on the Site for any purpose not contemplated under this Agreement. The Member's access to and use of the Site does not translate to CAG conferring any licence or any other intellectual property rights to the Member.

8.2. **Feedback.** All feedback about the Site and the Programme shall be deemed to be non-confidential and we are free to adopt or use the Member's feedback for any purpose without accounting to the Member.

8.3. **Alteration of Terms.** We reserve the right to revise these Terms at any time without notice and the Member agrees to be bound by such revised Terms if it continues to use the Programme, Services, or the Site.

8.4. **Compliance with Laws.** The Member agrees to comply with all applicable Laws whether in Singapore or overseas, including without limitation all applicable data privacy and personal data Laws.

8.5. **Compliance with Anti-Bribery and Anti-Fraud Laws.** Without prejudice to paragraph 8.4, the Member agrees to:

- (a) Comply with all applicable laws, statutes, regulations and codes relating to dishonesty, fraud, bribery and corruption and/or other prohibited business practices including but not limited to the Singapore Prevention of Corruption Act (Cap. 241) and the Singapore Penal Code (Cap.224) ("Relevant Laws");

- (b) Not do or omit to do anything likely to cause CAG to be in breach of any Relevant Laws, and to avoid any conduct that can reasonably give rise to the appearance of a breach of any Relevant Laws; and
- (c) Report to CAG any contravention of this paragraph 8.5 or any request or demand for any undue financial or other advantage of any kind in connection with the performance of this Agreement.

8.6. **If a court finds any provisions in these Terms invalid or unenforceable**, the other provisions shall remain valid and enforceable.

8.7. **The Law that applies to these Terms.** These Terms are governed by and shall be interpreted in accordance with the Laws of the Republic of Singapore. Subject to paragraph 8.8, the Member agrees to submit to the non-exclusive jurisdiction of the courts of the Republic of Singapore to resolve any dispute arising out of or in connection with the Agreement.

8.8. **We can choose to refer a dispute to arbitration.** CAG may, at our sole discretion, elect to refer any dispute stated in paragraph 8.7 to arbitration administered by the Singapore International Arbitration Centre (“SIAC”) in accordance with the Arbitration Rules of the SIAC for the time being in force, which rules are deemed to be incorporated by reference in this paragraph. The seat of the arbitration shall be Singapore, the language of the arbitration shall be English, and the tribunal shall consist of 1 arbitrator to be agreed upon by the Member and us. If there is no agreement, the arbitrator shall be appointed by the President of the SIAC.