

## Glamping at JEWEL - Terms and Conditions

### 1. Definitions and Interpretations

1.1 In these Terms, unless the context otherwise requires, the following definitions shall apply:

**CAG** means Changi Airport Group (Singapore) Pte. Ltd. (Company Registration Number 200910817N), a company incorporated in Singapore under the Companies Act (Cap. 50);

**GC** means GlampingCity Pte Ltd (Company Registration Number 201925814G), a company incorporated in Singapore under the Companies Act (Cap.50). It specialises in provision of glamping experiences across different locations in Singapore and is partnering CAG in providing Glamp-cations and Glam-picnics in JEWEL Changi Airport;

1.2 **Authentication method** means any combination of login ID, password, and/or digital signature or other methods for access and/or use by the Customer of the Portal; of any changes in the information the Customer has provided.

1.3 The Customer further agrees that any records in electronic form are admissible pursuant to the Electronic Transactions Act (Cap. 88), and will not contest the validity of such records solely on the basis of being in an electronic form.

1.4 By using the Portal to purchase products, the Customer agrees to these Terms, as may be updated from time to time.

### 2. Acceptance of these Terms / the Contract

2.1 The Customer agrees and declares that

- a. The Customer agrees to these Terms and the Privacy Policy by using the Portal and booking one or more Products;
- b. The Customer's purchase of any Product shall be upon these Terms and the Privacy Policy, which can be amended by CAG from time to time;
- c. The Customer's dealings with CAG in relation to the Contract and/or with GC in relation to the booking and supply of the Products, shall be conducted through the Portal by the transmission of Messages, provided that if the Portal shall be unavailable for use due to any reason, CAG shall notify the Customer as soon as practicable of such unavailability by posting a notice on the Portal and may require the Customer to deal with CAG and/or GC in any other manner while the Portal remains unavailable for use;

### 3. Integrity, Security and Availability of Portal

3.1 Customer acknowledges that the Portal is hosted by Globaltix Pte. Ltd and that CAG and GC do not guarantee that the Portal will always be available or uninterrupted, or satisfactory in nature. Without prejudice to the generality of the foregoing and Clause 17 of these Terms, to the fullest

extent permissible by law, CAG and GC make no representations and warranties, and disclaim all representations and warranties, whether express or implied, regarding the Portal and its contents, 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 Portal, and that the Portal is free of virus or other harmful elements.

3.2 Any losses incurred or sustained by the Customer in using the Portal and/or in transmitting payment information shall be borne solely and exclusively by the Customer and in no event shall any such losses in whole or in part be borne by CAG. If the Customer is using a public computer, the Customer shall ensure that he/she signs out from the Portal once he/she has completed his/her use of the Portal.

#### 4. **Prices and Payment**

4.1 The prices payable by the Customer to CAG for each of the Product(s) shall be specified on the Portal. All listing prices are subject to taxes and duties, unless otherwise stated. CAG reserves the right to amend the listing prices at any time without giving any reason or prior notice.

4.2 The Customer can only pay CAG by such payment method and in such currency as the Portal stipulates, failing which the Customer's booking will not be processed by the Portal.

4.3 Payment is subject to the terms of use of any payment agents or processor that the Portal may specify.

#### 5. **Bookings**

5.1 Bookings made by the Customer shall only be deemed to be accepted by CAG upon the receipt by the Customer of a message via the Portal acknowledging the Customer's booking. An accepted booking will be deemed to form part of a validly binding Contract entered into between the CAG and the Customer.

5.2 Bookings will be deemed to be irrevocable and unconditional upon transmission through the Portal and the CAG shall be entitled (but not obliged) to process such booking without the Customer's further consent and without any further reference or notice to the Customer. Nevertheless, as stated in Clause 26, the Customer may request to cancel or terminate the booking under certain circumstances, which CAG will endeavour to give effect to on a commercially reasonable effort basis. However, notwithstanding the foregoing and Clause 26, CAG is not obliged to give effect to any request to cancel, terminate or amend any booking.

5.3 Where the Customer has provided Customer's Information for the purposes of the booking, the Customer warrants and represents, as applicable, that:

- a. the Customer has the rights to disclose, use and/or license the royalty-free use, of Customer's Information;
- b. the Customer's information is accurate;
- c. legal obligations in force that may govern the Customer's provision of such Customer's Information, have been complied with

- 5.4 The Customer shall indemnify CAG in respect of any loss resulting from the breach of Clause 5.4.
- 5.5 Where the CAG requires the Customer's co-operation to provide relevant and necessary Customer's Information, whether or not stated in the Specifications, the Customer shall be bound by these Terms to co-operate, and CAG and GC will not be held liable under these Terms for failure to fulfil the Customer's booking if such failure was due to the Customer's failure to co-operate under this Clause.
- 5.6 CAG may, at their sole discretion, place a limit on the quantities of any Products that may be purchased by Customers on the Portal. Such limits may be imposed on each (a) booking, (b) account, (c) credit card, or (d) Customer, as the case may be.
- 5.7 The Customer making the booking shall be 18 years and above.
- 5.8 CAG may refuse or reject any booking at any time, for reasons which include, but are not limited to: (a) non-compliance by the relevant Customer of any conditions specified at the time of the booking; (b) inability to process payment for the Products for whatever reason; (c) the unavailability of any ordered Products; or (d) any errors that have been made on the Portal or any errors made in connection with the Customer's booking. In the event of a pricing error, CAG reserves the right to correct the pricing error and (if applicable) charge the Customer the correct price for the ordered Products, or the Customer may choose to cancel the booking and receive a refund.
6. **Customer Specific Rights**
- 6.1 The Customer has the responsibility to ensure that the submitted booking is accurate. CAG shall not be liable for any loss caused by any inaccuracy in the booking.
- 6.2 In addition to other representations, warranties and undertakings by the Customer elsewhere in these Terms, the Customer further represents and warrants at all times that:
- a. he/she shall provide all necessary information and shall extend any necessary co-operation to CAG for CAG to fulfil its obligations under the booking;
  - b. any material, data or information submitted by the Customer through the Portal does not contain any electronic virus or other similar malicious electronic code;
  - c. the Customer's use of the Portal does not and will not contravene any law, rule, regulation, judgment, decree, permit, authorisation, policy or directive (in each case, whether or not having the force of law) which is binding on or otherwise applicable to the Customer or to which he/she is subject;
  - d. the Customer is 18 year of age or older when making the booking on the Portal.
- 6.3 All complimentary and discounted activities in any Glam-picnic and Glamp-cation are subjected to availability.

*Specifically for Glamp-cations:*

6.4 By default, a Queen-sized bed will be provided within the glamp-tent. In the event where there are more than 2 guests, an additional single-sized bed will be set up at no additional cost.

6.5 Every glamp-tent of guests are allowed a total of up to 75min for shower regardless of the number of guests.

## 7. Notices

7.1 Unless otherwise expressly provided herein or under the Contract, any notice to be given by CAG to the Customer under these Terms shall only be deemed to have been served on the Customer if the notice is sent by:

- a. Tele-messages (SMS or Whatsapp) to the contact number provided by the Customer at the point of booking; and
- b. email to the email address provided by the Customer in his/her application for the use of the Portal or such other latest email address as may be specified in writing by the Customer to CAG.

7.2 The Customer shall immediately notify CAG of any change in his/her contact number and email address.

7.3 Where these Terms provide for CAG to notify the Customer by posting a notice on the Portal:

- a. such posting on the Portal shall constitute sufficient notice to the Customer;
- b. such notice shall, unless otherwise specified by CAG, take effect from the time of posting on the Portal.

7.4 Unless otherwise expressly provided herein or under the Contract or unless otherwise specified by CAG, any notice which the Customer is required to give to CAG shall only be deemed to have been served on CAG if the notice is sent:

- a. By Post, to:  
Changi Airport Group (Singapore) Pte Ltd  
PO Box 168 Singapore Changi Airport  
Singapore 918146  
Attention: Airport Operations Management

- b. By Email, to:  
[enquiry@changiairport.com](mailto:enquiry@changiairport.com);  
Attention: Airport Operations Management

- c. By telephone call to (65) 6595 6868.

## 8. Glamping Services

8.1 CAG, in partnership with its Glamping Service Provider, GC, agrees to:

- a. Provide the equipment for use by the Guest at the agreed site for the period of Stay, as set out in the Customer's booking.

b. Ensure that all equipment in good working order.

8.1 In the event where unforeseen circumstances arises such that the stipulated check-in / check-out timing cannot be adhered with (e.g late set up/arrangements), no refunds will be given but a reasonable compensation such as gift vouchers may be extended to the Guests at CAG's absolute discretion.

8.2 Without prejudice to Clause 17 of these Terms, CAG will not be liable for any failure or delay in performing its obligations under the Contract resulting from any cause beyond CAG's and/or GC's reasonable control, and CAG will not be held liable in any way for the security of the event, or damages or any losses or injuries that may occur during the event.

## 9 Check-In / Check-Out

9.1 Guests shall adhere to the check in and check-out times stipulated below. The Customer and Guests agree to pay additional charges (as informed by CAG or GC) for any stay that extends past this period.

9.2 The Check-in and Check-Out timings for the respective Glamping Services are as follows. Glamp-cations are only bookable for one (1) Night.

Programme	Time Slot (1)	Time Slot (2)
<b>Glam-picnics</b> (Same Day)	1115 – 1415 hrs	1500 – 1800 hrs
<b>Glamp-cations</b> (Overnight)	1900 – 1000* hrs (*next day)	

9.3 To enable proper cleaning and disinfecting of the Glamps, early check-in and late check-out are not allowed.

9.4 In case of any arrival outside the listed hours, for example due to an unplanned event, CAG and/or GC should be notified at the earliest available opportunity.

9.5 No compensation or refunds will be provided should any Guest decided to check-in late and/or check-out early.

9.6 Guests are responsible for checking the all equipment upon delivery and inform GC immediately of any discrepancy or damage discovered. Guests must keep the accommodation and equipment in the same state and condition as they were at the commencement of the Stay. Any damage to the accommodation and/or Equipment detected at the end of the Stay or any loss of any Equipment is the responsibility of the Guests. CAG and/or GC reserve the right to impose on the Customer and/or Guests repair or replacement charges for damaged accommodation and damaged or lost Equipment and to apply the deposit (described in Clause 11 below) toward such charges. The Guests shall not attempt to repair the accommodation and/or equipment and/or accessories without prior consent of GC.

9.7 Should the Guests find on arrival that there is a problem, or cause for complaint, the Guests should immediately contact one of the GC staff. Reasonable steps will then be taken to assist the Guests.

## **10 Guest Limitation**

- 10.1 The Guests must not use the tents except for the purpose of an overnight stay or day party over the period of Stay, and not for any other purpose(s) or longer period. For the avoidance of doubt:
- a. Glamp-cation: There should be no more than 4 people (including all Guests) sleeping in any tent at any one point in time.
  - b. Glamp-icnic: There should be no more than 5 people (including all Guests) in any tent at any one point in time.
- 10.2 The Guests shall not invite any person who is not registered to participate in the Stay in the assigned tent.
- 10.3 No pets are allowed in the tents.

## **11 Deposit**

- 11.1 A refundable deposit of \$100 in cash is required to be paid to GC upon check-in. After inspection, the deposit will be refunded in full upon check-out if there is no damage to the accommodation, equipment, and accessories.

## **12 Equipment and Tent Lock**

- 12.1 The Guests will be issued with a lock to the tent upon check-in and the Guests must return the lock on the last day of the Stay in proper condition. The Customer and Guests agree to pay a cost of \$10/lock for any failure to comply with this Clause.
- 12.2 The Guests are responsible to set its own pin for the lock. Should the Guests forget the pin to the lock and a replacement of lock is required, the Customer and Guests agree to pay a cost of \$10/lock.
- 12.3 The Customer/ Guests agrees not to deface or tamper with the Equipment including, but not limited to, affixing any object to the Equipment.
- 12.4 The Customer/Guests agrees not to remove the Equipment, or any part thereof, from the agreed site at any time.

## **13 Cleanliness**

- 13.1 The Customer agrees to ensure that the accommodation is left reasonably clean and tidy. The Customer agrees to pay any additional reasonable charges to cover the expense of additional, unusual cleaning required because of the failure to comply with this Clause.

## **14 COVID-19-Related Obligations**

- 14.1 Upon booking, the Customer represents and warrants on an ongoing basis up till the completion of the Stay that:

- a. All Guests have not travelled abroad (i.e. to any countries outside of Singapore) in the past 14 days before the commencement of the Stay;
- b. All Guests do not have any of the following symptoms: flu, fever, cough, runny nose, sore throat or loss of taste / smell;
- c. All Guests have not in the past 14 days prior to the commencement of the Stay, come in close contact with someone who is a confirmed COVID-19 case; OR is part of a COVID-19 cluster;
- d. All Guests did not come in contact with someone who has returned from abroad (i.e. from any countries outside of Singapore) and who is not feeling well in the 14 days prior to the commencement of the Stay;
- e. All Guests are not placed on Leave of Absence or Stay at Home Notice for any part of the Stay.

## **15 Rights to Evict**

- 15.1 CAG and/or GC reserves the right to ask the Guests to leave the property (without compensation being payable to the Guests) if this is deemed necessary by CAG and/or GC where if there is a breach by any Guest of this Contract or if any Guest's behaviour is such as to endanger the safety of other guests or members of staff.

## **16 Right of Entry**

- 16.1 CAG reserves the right to enter the accommodation at any reasonable time for reasonable cause. This includes the undertaking of unforeseen (internal and external) remedial repairs together with any annual external re-decoration for which access to the inside of the tent may be required.
- 16.2 The Guests must allow GC to enter the tent to inspect the state of it, on reasonable notice, except in emergency when immediate access must be granted.
- 16.3 The Client must not use the tent or allow its use for any dangerous, offensive, noisy, illegal or immoral activities or any act that may be a nuisance or annoyance.

## **17 Indemnity and Liability**

- 17.1 The Customer shall indemnify CAG and GC against any liabilities, damages, claims, costs, losses (whether direct or indirect and including loss of profits) and expenses incurred or paid by CAG and/or GC arising from the Guests' use or occupation of the Products, accommodation or Equipment which arise from any one or more of the following:
- a. any breach by any Guest of his or her obligations under this Contract or from any negligence, omission, or fault of any Guest;
  - b. any act, failure, omission and/or default of the Customer, including but not limited to infringement of any Intellectual Property Rights or other rights of third parties, unauthorised access and/or use of the Portal or any part thereof, unauthorised disclosure or use of any Authentication Method; or
  - c. any tax, duties, excise or licence fee liability in connection with these Terms (with the exclusion of taxes payable by CAG on its income).

- 17.2 To the fullest extent permissible by law, CAG and GC shall not be liable for any claim for personal injury, death, loss or damage to any property or any belongings, whether arising through CAG's and/or GC's negligence or otherwise.
- 17.3 The Customer acknowledges and agrees that:
- a. CAG shall not be liable in any way for any damages, losses, costs (including legal costs), expenses, liabilities or compensation, whether direct or indirect, which arise from or are in connection with the access and use of the Portal by the Customer, or any breach of security, delay, corruption or destruction of data or systems (including but not limited to those caused by any virus or other malicious code), transmission error, inaccessibility (whether in connection with upgrading or modification of the Portal, failure or insufficiency of the technical facilities or otherwise of the Customer) of the Portal or any part thereof, whether due to the negligence of CAG or its officers, employees, agents, contractors or otherwise.
  - b. To the fullest extent permissible by law, CAG shall not be liable in any way for any personal injury, illness or death arising out of or resulting from consumption of food items in the Festive Picnic basket for the Glam-picnics, which are provided by other third party food suppliers.
- 17.4 In consideration of being permitted to consume outside food for Glamp at JEWEL, the Customer and/or Guests assume all risk of personal injury, illness or death arising out of or resulting from consumption of such food items and releases CAG and/or GC from any and all claims, liabilities, damages, losses, or other expenses of any nature whatsoever for any personal injury, illness, or death arising out of or resulting from the consumption of the food items.

## **18 CAG's Rights**

- 18.1 The Customer agrees that CAG reserves the rights to enforce these Terms as against the Customer for any non-compliance thereto, including barring the Customer from the use of the Portal without any compensation.

## **19 Personal Data**

- 19.1 The provision of goods and services under these Terms requires the processing of Customer's Personal Data, including name, personal email, contact number, and Date of Birth. By proceeding with the booking, Customer agrees that CAG and GC may collect, use and disclose Customer's Personal Data for the purposes of providing the Glamping Services and all relevant administrative matters (including but not limited to responding to feedback; statistics reporting), in accordance with applicable privacy laws and CAG's Privacy Policy (<https://www.changiairport.com/en/privacy-policy.html>). (the "Relevant Purposes").
- 19.2 The Customer represents and warrants that any Customer's Personal Data the Customer discloses to CAG is complete and accurate. Where Customer provides Personal Data to CAG on behalf of another individual, the Customer represents and warrants that the Personal Data is complete and accurate, and that the Customer has valid authority to provide such Personal Data



and consent on behalf of the individual for CAG's collection, use, disclosure of the Personal Data provided for the Relevant Purposes.

- 19.3 Without prejudice to Clause 17 of these Terms, Customer shall fully indemnify CAG against any loss or damage that may result from breach of this Clause 19.2.

## 20 **No Waiver**

- 20.1 A waiver of any rights or remedies under these Terms or the applicable laws shall not operate to waive any future breach or default except to any extent expressly stated, and shall only be effective if given in writing, by the Party granting such waiver and given to the other Party in accordance with Clause 7.
- 20.2 No failure on the part of CAG to exercise, and no delay on its part in exercising, any right or remedy under these Terms will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy.
- 20.3 Any rights and remedies accruing to a Party under these Terms shall be cumulative, and shall not prevent the exercise of any other right or remedy that the Party may have under these Terms.
- 20.4 No delay or failure by either party to exercise any right under this Contract, and no partial or single exercise of that right, shall constitute a waiver of that or any other right.

## 21 **Severance**

- 21.1 If any provision of these Terms is declared by any judicial or other competent authority to be void, voidable, illegal, invalid or otherwise unenforceable, the Parties shall amend that provision in such reasonable manner to achieve the intention of the Parties. Alternatively, at the discretion of CAG, it may be severed from these Terms and the remaining provisions of these Terms shall remain in full force and effect, unless CAG (in CAG's discretion) decides that the effect of such declaration is to defeat the original intention of the Parties.
- 21.2 If any provision of this Contract is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions and the remainder of the provision in question shall not be affected.

## 22 **Assignment**

- 22.1 The Customer shall not assign or transfer his/her rights or obligations under these Terms or any part, interest or share therein without the prior written consent of CAG.

## 23 **Variation and Modifications**

- 23.1 CAG reserves the right to vary or modify these Terms from time to time.
- 23.2 The varied or modified version of these Terms shall be posted on the Portal from time to time and such posting shall constitute sufficient notice to the Customer of the variation or

modification. The variation and modification shall take effect on the date of the posting of the same on the Portal. If the Customer continues to use the services, information and functions made available by CAG at the Portal provided by CAG after such amendment, the Customer and all Guests shall be deemed to have accepted the amendments.

## **24 Third Party Rights**

24.1 A person or entity who is not a party to these Terms has no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any term herein. To avoid doubt, CAG, GC, and Customer are all Parties to these Terms.

## **25 Force Majeure**

25.1 Save as stated below, each Party shall not be liable for any claims, losses, damages, costs and expenses resulting from any respective failure to perform its obligations under this Contract if such failure results from a cause or causes beyond the reasonable control of that Party, including government regulations, threat of terrorism, war, labour trouble, strikes, fire, natural disasters, risk of infection, quarantine orders and precautions, epidemic outbreaks, casualties or inability beyond such Party's reasonable control (each a "Force Majeure" event).

25.2 If a Party shall be prevented by a Force Majeure event from performing or observing its obligations under this Terms, that Party shall make every effort to remove, remedy or mitigate the cause or effect of the Force Majeure event, and that Party shall be released from such performance or observance to the extent that such performance or observance shall be prevented by the Force Majeure event. That Party shall perform and observe its other obligations under this Terms insofar as they shall not be affected by the Force Majeure event.

25.3 If a Party is wholly unable to perform its obligations under these Terms because of events under Clause 25.1, the Terms shall be treated as frustrated, and the Frustrated Contracts Act (Cap. 115) shall apply.

25.4 For the avoidance of doubt, performance shall be deemed wholly impossible only if it is physically or legally impossible, and not merely because it has become more onerous or difficult, or financially disadvantageous to the Parties to do so.

## **26 Termination and/ or Changes in Booking**

26.1 The Customer may cancel a booking or terminate the Contract by written notice before their Stay. The cancellation of a booking by a Customer would be deemed to be a termination of the Contract by that Customer. No refunds will be provided upon termination.

26.2 The Customer may not request to amend the booking. However, notwithstanding the foregoing, the Customer may cancel a booking or terminate a Contract in accordance with Clause 26.1 and enter into a new booking.

26.3 CAG may cancel a booking notwithstanding a Contract has been entered into by Parties, if for whatever reason it finds itself unable to fulfil the booking. If CAG is unable to fulfil the booking for

whatever reason, CAG will be liable to the Customer for a reimbursement of the booking price in accordance with Clause 6 above, if the said booking price has already been paid to CAG.

- 26.4 If a Contract is terminated, each Party will no longer owe any obligations due in the future under this Contract to the other Parties.
- 26.5 Notwithstanding Clause 26.4, the termination of a Contract shall not affect any provision of these Terms, or any remedies available to the Customer, that expressly or by implication is intended to come into force or continue after the cancellation or termination of the Contract.
- 26.6 Bookings or Contracts shall not be invalidated or terminated merely by reason that CAG or the Portal ceases to exist without a successor, and will continue in full force and effect subject as far as possible to these Terms, as if the Parties had contracted for the Products on their own accord without CAG having been a party in these Terms.

## **27 Dispute Resolution**

- 27.1 The Customer agrees that for any dispute, controversy or claim arising out of or relating to this Contract, or the breach, termination or invalidity thereof shall be settled by arbitration in accordance with the rules for arbitration of the SIAC. The arbitral tribunal shall consist of a sole arbitrator, to be appointed by the chairman of the SIAC. The place of arbitration shall be Singapore. Any award by the arbitration tribunal shall be final and binding upon the parties.

## **28 Law and Jurisdiction**

- 28.1 These Terms shall be governed by, construed and interpreted in accordance with the laws of Singapore.
- 28.2 Subject to Clause 26, each Party agrees to submit to the exclusive jurisdiction of the Singapore Courts as regards any claim or matter arising under or referable to these Terms.

## **29 Entire Agreement and Implied Terms**

- 29.1 These Terms are intended by each and every Party as a final expression of agreement and intended to be a complete and exclusive statement of the contract and understanding of each and every Party hereto in respect of the subject matter contained herein. These Terms supersede all prior contracts and understandings between the each and every Party with respect to such subject matter.
- 29.2 Any conditions, warranties or other terms implied by statute or common law on CAG's part are excluded to the fullest extent permitted by applicable law.