



PRIORITY MEMBERSHIP APPLICATION FORM



BENEFITS	PRICE	QUANTITY	TOTAL PRICE
National Stadium Club Priority Membership Package, comprising: <ul style="list-style-type: none"> • 1 complimentary ticket to the 2018 International Champions Cup (all games) • 1 complimentary ticket to the 2019 HSBC Singapore Rugby 7s (all days) • First option to purchase 1 ticket to National Stadium Available Events 	\$2,000		
<ul style="list-style-type: none"> • Car Park Bay(s) 	-		-
		Total	
		Discount (If applicable)	%
		GST	7%
		Total Payable	

BILLING COMPANY/INDIVIDUAL:		COMPANY REGISTRATION NUMBER:	
CONTACT NAME:		EMAIL:	
(First name)	(Last name)	(DID)	(Office)
CONTACT NUMBER(S): (Mobile)		(DID)	(Office)
(Please provide at least one contact number)			
BILLING ADDRESS:		COUNTRY:	POSTAL CODE:
DELIVERY ADDRESS:		COUNTRY:	POSTAL CODE:
(If different from billing address)			

This Application Form for a **National Stadium Club Priority Membership Licence** is submitted subject to the Terms & Conditions annexed hereto. Subject to and upon acceptance of this Application Form by SportsHub Pte. Ltd. in accordance with the Terms & Conditions, this Application Form and the Terms & Conditions shall together comprise a legally binding agreement between the Billing Company/Individual named above (the "Licensee") and SportsHub Pte. Ltd.

By signing and submitting this Application Form, the signatory warrants, represents and undertakes that: (i) they are duly authorized to sign as or on behalf of the Licensee; (ii) they have read and understood this Application Form and the **Terms & Conditions**; and (iii) they agree that they shall (or, as applicable, the Licensee entity shall) be bound by such Terms & Conditions.

By signing and submitting this Form to us, you hereby warrant and represent that you are at least 18 years of age and that you have read and understood the terms and conditions contained in this Agreement and that you agree to be bound by the terms and conditions contained in this Agreement.

Name:	Signature & Company Stamp:
Designation:	
Date:	



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SCHEDULE B

STANDARD TERMS AND CONDITIONS

SportsHub accepts applications for National Stadium Club Priority Membership Licences on and strictly subject to these Terms & Conditions. By submitting an Application Form for a Licence and paying the Licence Fee, the applicant agrees to be bound by these Terms & Conditions.

1. DEFINITIONS:

1.1 The following capitalised words, terms and phrases used in the Licence and these Terms & Conditions shall have the following meanings:

Admission Ticket(s) means a ticket entitling the bearer entry to the Facility, the Priority Seats Area for an Available Event and/or to level 3 of the Facility for an Included Event (and to the Members' Lounge for the relevant Available Event or Included Event, when such Member's Lounge is opened).

Application Form means the application form submitted by the Licensee for this Licence.

Authorisations means: (i) any consent, registration, filing, agreement, notice of non-objection, notarisation, certificate, license, approval, permit, authority or exemption from, by or with a Government Agency; and (ii) in relation to anything which a Government Agency may prohibit or restrict within a specific period, the expiry of that period without intervention or action or notice of intended intervention or action.

Available Event(s) means a day on which an Available Event is held, but excluding for the avoidance of doubt any day on which the Facility is required for set-up or tear-down of such Available Event.

Available Event Day means a day on which an Available Event is held, but excluding for the avoidance of doubt any day on which the Facility is required for set-up or tear-down of such Available Event.

Benefit means:

1.1 the right to receive a number of Admission Tickets for each of the Included Events, at level 3 of the Facility, corresponding to the number of Packages purchased by the Licensee as set out on the Application Form;

1.2 the right to purchase a number of Admission Tickets during the Preferential Booking Period, for the Available Events, corresponding to the number of Packages purchased by the Licensee as set out on the Application Form;

1.3 if applicable, Car Park Bays on the Available Event Days and Included Event Days as detailed on the Application Form;

1.4 a VIP entrance into the Facility; and

1.5 where the Members' Lounge is opened for an Event (at SportsHub's sole discretion), the right to access such Members' Lounge,

in each case as further set out in this Licence

Business Day means any day excluding a Saturday, Sunday and any other day which is a legal holiday gazetted in Singapore.

Car Park Bay(s) means the areas designated as car park bays by SportsHub at the Facility for the parking of vehicles on an Available Event Day or Included Event Day, during the designated period of access when attending an Available Event or Included Event.

Catering Contractor means SATS Delaware North Pte Ltd, engaged by SportsHub to provide catering and food and beverage services at the Facility and Members' Lounge, and/or any substitute catering contractor engaged by SportsHub from time to time.

Clean means means free from any and all Commercial Rights, including ticketing, advertising, promotion, and branding materials, logos, signage, hospitality suites, member seats and product supply.

Commercial Rights any and all rights of a commercial nature and/or value associated with the Facility or any part thereof, and including without limitation the advertising, hospitality, pourage, promotional, merchandise and sponsorship rights.

Event means means any event, performance, show, activity, conference or function staged at the Facility from time to time, whether of sporting, cultural, musical, community or experiential nature, and includes any Available Event, Included Event and Excluded Event.

Event Holder means either: (i) an entity that contracts with SportsHub to hold an Event at the Facility; or (ii) SportsHub (acting as Event holder).

Excluded Event(s) means any major Sporting Event that contractually requires a Clean venue as a condition to be hosted at the Facility or any part of the Site, and any other ticketed or non-ticketed Events classified as such by SportSG, such as the National Day Parade, as notified by SportsHub from time to time.

Expiry Date has the meaning given in the License.

Facility means the National Stadium.

FM Contractor means C&W Services (S) Pte Ltd, the contractor engaged by SportsHub to provide facilities management services at the Facility, and/or any substitute facilities management contractor engaged by SportsHub from time to time.

Force Majeure means an event or circumstance, or combination of events or circumstances beyond the reasonable control of SportsHub, including, without limitation, any of the following: acts of God, fire; earthquake; inclement weather; flood; lightning; storm, smog or haze pollution, epidemic or pandemic earthquake; explosion; structural damage; chemical contamination; accident; strike; lockout; walk-out or other industrial action of any kind; civil commotion; war (whether declared or undeclared), civil war, armed conflict; riot or terrorism (or threat thereof); government order or intervention; failure of or shortage of public utilities; change in legislation or government regulation, injunction or any legislation, regulation, ruling or omissions (including failure to grant any necessary permissions) of any relevant government, court or any competent governmental authority; quarantine; epidemic or other natural physical disaster; cancellation of Events; crowd disorder; or inability to procure or use materials, labour, equipment, transportation or energy.

Government means the Government of the Republic of Singapore.

Government Agency means the Government, any organs of the Government and any governmental, semi administrative, fiscal or judicial body, department, commission, authority, tribunal, Government ministry, agency or entity of the Government, including SportSG.

Guest(s) means any individual holding an Admission Ticket issued to the Licensee, for use on an Available Event Day or Included Event Day.

Included Event(s) means those Events listed on the Application Form as being complimentary, together with any other Events that may be notified to the Licensee by SportsHub as being additional Included Events pursuant to Clause 3.3 of these Terms & Conditions.

Included Event Day means a day on which an Included Event is held, but excluding for the avoidance of doubt any day on which the Facility is required for set-up or tear-down of the said Included Event.

Intellectual Property means all registered or unregistered trademarks, service marks, patents, registered designs, utility models, applications for any of the foregoing, copyrights, unregistered designs, the sui generis rights of extraction relating to databases, trade secrets and other confidential information or know-how.

Law means any decree, resolution, law, statute, act, ordinance, rule, directive (to the extent having the force of law in the Republic of Singapore), order, treaty, code or regulation (including any relating to health or safety matters or any environmental law) or any interpretation of the foregoing, as enacted, issued or determined by any Government Agency and includes: (i) any Authorisations; 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.

Licence means the accepted Application Form and these Terms & Conditions.

Licence Confirmation means an email confirmation to be issued by SportsHub to the Licensee, notifying the Licensee that the Application Form and Licence Fee have been accepted and confirming SportsHub's grant of the Licence to the Licensee.



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STANDARD TERMS AND CONDITIONS (Cont'd)

Licence Fee means the fee stated in the Application Form.

Licence Period means a period of one (1) year from the date of issuance by SportsHub of the Licence Confirmation (or such other date as may be expressly stated in the Licence Confirmation).

Marks means collectively the official words and logos of the National Stadium Club, which may include the words and logos of a third party, and the word Mark will refer to any one of them.

Members' Lounge means a designated hospitality area at level 4 of the Facility or in such other location as may be advised by SportsHub from time to time.

National Stadium Club means a dedicated corporate hospitality membership programme for executive suites and priority seats at the Facility.

Package means a National Stadium Club Priority Membership Package purchased hereunder.

Preferential Booking Period means a period of time, as advised by SportsHub in relation to each Available Event, prior to the sale of Admission Tickets to the general public.

Priority Seat(s) means seats, in the quantity set out in the Application Form, located at the Priority Seats Area or such other areas of the Facility as may be available subject to the configuration of an Available Event and as advised by SportsHub from time to time.

Priority Seats Area means a designated area or area(s) of seating, as determined by SportsHub on an Event by Event basis.

Privacy Policy means SportsHub's privacy policy from time to time for dealing with the personal information of a Licensee or, where provided, any of its Guests.

Prohibited Items means any restricted/prohibited items that are not permitted into the Facility pursuant to the Facility's conditions of entry including but not limited to articles that: (i) may be used as a weapon; (ii) may compromise public safety (including without limitation any flammable, toxic, illegal or other hazardous substances, materials or equipment); (iii) may pose a hazard or nuisance to any other person; (iv) may be used for promotional and/or commercial purpose; or (v) are outside food and beverages items (not supplied by the Catering Contractor).

Regulations means the by-laws, rules, regulations, orders, directions, code of practice and other guidelines of SportsHub, SportSG, any other Government Agency or any other authority in relation to the Facility, any other part of the Site or an Event as issued by or on behalf of SportsHub from time to time.

Site means the sports, leisure, entertainment and commercial facilities at Kallang, Singapore, commonly referred to as the 'Singapore Sports Hub' (or such other name as may be advised by SportsHub from time to time).

Sporting Event(s) means any sporting competition and/or sporting exhibition, game or demonstration, open to the general public, which requires a ticket for admission.

SportSG means Sport Singapore.

Terms & Conditions means these terms and conditions.

1.2 Unless expressly provided otherwise or unless the context requires a different meaning:

- (a) words importing persons, where the context so requires or admits, include individuals, firms, partnerships, trusts, corporations, governments, governmental bodies, authorities, agencies, unincorporated bodies of persons or associations and any organisations having legal capacity;
- (b) where the context so requires words importing the singular only also include the plural and vice versa and words importing the masculine are construed as including the feminine or the neuter or vice versa;
- (c) reference to "parties" means the parties to the Licence and references to "a party" mean one of the parties to the Licence; and
- (d) a reference to currency is a reference to Singapore currency and all amounts payable under the Licence are payable in Singapore Dollars.

2. APPLICATIONS, OFFER AND ACCEPTANCE

- 2.1 The submission of a completed and signed Application Form in original hard copy and the payment of the Licence Fee following receipt of SportsHub's invoice for such amount shall together constitute a binding offer by the applicant for the grant of a Licence conferring the right to receive the number of Packages set out in the Application Form, which Licence shall not come into effect or be binding upon the parties unless and until confirmed acceptance by SportsHub by way of issuance of the Licence Confirmation to the Licensee. Upon and with effect from the issuance of such Licence Confirmation, this Licence shall constitute a legally binding agreement between SportsHub and the Licensee.
- 2.2 Licences are subject to availability and SportsHub may accept or reject Licence applications at its sole discretion on such grounds as it may determine necessary. Where SportsHub declines any application, it shall refund any Licence Fee received from the applicant within fourteen (14) days of providing notice of such non-acceptance.
- 2.3 Application Forms will be processed when received and on a first come first served basis but will be treated as incomplete offers unless and until SportsHub has received the Licence Fee in fully cleared funds and the original hard copy of the completed and executed Application Form.

3. INCLUDED EVENTS

- 3.1 The Licence Fee entitles Licensee the right to receive Admission Tickets to each of the Included Events for seats located at level 3 of the Facility, in exact locations to be designated by SportsHub, equivalent in number to the number of Packages purchased by the Licensee as set out on the Application Form.
- 3.2 Where any Included Event named on the Application Form is cancelled and not rescheduled, SportsHub shall designate a substitute Event to be an Included Event in lieu of the cancelled Included Event, with such substitute to be solely determined at SportsHub's discretion. Where any Included Event is cancelled and rescheduled for a different date or time, the Licensee shall be notified of the new scheduling of such Included Event and shall receive the same number of Admission Tickets to such rescheduled Included Event, the use of which shall be subject to these Terms & Conditions, whether such rescheduled date occurs during or after the Licence Period.
- 3.3 In the event that SportsHub elects from time to time to designate any Event as an Included Event in addition to those Included Events listed on the Application Form, it shall notify the Licensee in writing of such designation, it being acknowledged for the avoidance of doubt that: (i) such designation may be made by SportsHub at its sole discretion and no additional Included Events are guaranteed to be offered; and (ii) the provisions of Clause 3.2 of the Terms & Conditions shall not apply to such additional Included Events.

4. PRIORITY SEATS & PREFERENTIAL BOOKING PERIOD

- 4.1 The Licensee will have the right during a Preferential Booking Period to purchase a number of Admission Tickets (corresponding to the number of Packages licensed to the Licensee pursuant to this Licence), within the Priority Seats Area, for the Available Events. The Licensee acknowledges the Admission Tickets will be issued to the Licensee by SportsHub's ticket agent, in accordance with the prevailing ticket pricing, procedures and terms and conditions of ticket sale..
- 4.2 SportsHub shall make the Priority Seat(s) available to the Licensee for its use during each of the Available Events Days for which the Licensee has purchased Admission Tickets. For the avoidance of doubt, the location of the Priority Seat(s) within the Priority Seats Area may be different for each Available Event and will be chosen by the Licensee upon booking of the Admission Tickets for each Available Event from among the seats available at the time of booking. The Licensee will have access to the Members' Lounge, notwithstanding the location of the Priority Seat(s) identified on an Admission Ticket.
- 4.3 The Licensee's right to purchase Admission Tickets for the Priority Seats Area applies to Available Events held during the applicable Licence Period only. For the avoidance of doubt, the right to purchase Admission Tickets for Available Events that are to take place after expiry of the Licence Period shall be conditional upon the Licensee having renewed this Licence.
- 4.4 SportsHub will advise the Licensee of the Available Events calendars, and the Preferential Booking Period, as soon as practicably possible.
- 4.5 The Licensee acknowledges that its right to purchase Admission Tickets prior to the sale of tickets to the general public will only apply during the Preferential Booking Period.



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STANDARD TERMS AND CONDITIONS (Cont'd)

4.6 The Licensee may be offered a priority option to purchase a limited number of admission tickets prior to the sale of admission tickets to the general public (as advised by SportsHub from time to time) for selected public-ticketed events, as may be determined by SportsHub and the relevant event holder from time to time at their sole discretion, which are held at other venues and/or facilities of the Site. The Licensee acknowledges that such admission tickets will be issued to the Licensee by SportsHub's ticket agent, in accordance with the prevailing ticket pricing, procedures and terms and conditions of sale.

5. ACCESS TO AND CONDUCT AT THE SITE

- 5.1 Admission to the Facility on each Available Event Day and Included Event Day will be as set out on the Admission Tickets and is subject to presentation at the designated entrance of an Admission Ticket and such other checks on admission as SportsHub may impose from time to time.
- 5.2 The Licensee must, and ensure that its Guests must: (i) comply with the Regulations including the Site's terms and conditions of entry; (ii) observe the terms and conditions on which the Admission Tickets are issued by the relevant Event Holder (including any prohibition or restriction on the re-sale thereof); and (iii) not bring into the Facility any Prohibited Items.
- 5.3 The Licensee must not, and must ensure that its Guests must not: (i) do anything which may be a nuisance to SportsHub, its other licensees or any other person at or user of the Site; or (ii) behave in an improper, threatening or abusive manner while using the Priority Seats Area or Members' Lounge, or when otherwise in or in the vicinity of the Facility or any other part of the Site. The Licensee is responsible for its own and any of its Guests' actions, including but not limited to actions arising from the consumption of alcohol.
- 5.4 The Licensee shall not, and shall ensure that its Guests shall not at any time: (i) engage in any promotional and/or marketing activities in relation to the Events, the Facility, the Site and/or SportsHub; (ii) use any Admission Tickets as a gift or prize in any promotion or competition, or sell or otherwise exchange any Admission Tickets for value; or (iii) run any advertisement or promotion in relation to or involving SportsHub, any Package, Event, the Facility or the Site.
- 5.5 The Licensee shall not and shall ensure that its Guests shall not use the Priority Seats Area or any other part of the Facility or the Site for journalism or news reporting, nor shall they broadcast or record from any such area all or any part of an Event by any means of technology, nor exploit any recordings (taken by means of any camera, audio, visual recording equipment or other device) in any way on leaving the Site. A Licensee or Guest acting in breach of this provision may be removed and banned from the Facility or the Site, and will be required to deliver up any equipment, tapes, films, disks or other recordings, the copyright of which will belong to SportsHub or the relevant Event Holder.
- 5.6 The Licensee and its Guests consent to the recording of its/their likeness and/or voice while they are attending any Available Event or Included Event and that SportsHub (including its authorised third parties) or any Event Holder may exercise all rights in respect of such recordings.
- 5.7 Any items of property left behind at any part of the Site will be removed and retained in accordance with SportsHub's lost and found policy.
- 5.8 If the Licensee, or any of its Guests, fail to comply with any provision of this Licence, SportsHub may, at its sole discretion, and without prejudice to any of its other rights, remove the Licensee and/or any Guest from the Priority Seats Area and/or Facility (or other part of the Site, as applicable), and immediately terminate this Licence without any refund of the Licence Fee to the Licensee.

6. MEMBERS' LOUNGE CATERING

- 6.1 Where the Member's Lounge is open during an Available Event or Included Event (which shall be subject to SportsHub's absolute discretion and is not guaranteed), the Licensee shall be entitled to access the Members' Lounge and consume food and beverage services provided by the Catering Contractor, to be paid for solely by the Licensee directly to the Catering Contractor at its prevailing rates. Where the Members' Lounge is not open, SportsHub may, at its sole option, provide alternative hospitality or food and beverage options, but does not guarantee that any such alternative options will be available.
- 6.2 If the Licensee is in default of payment to the Catering Contractor, the Licensee's right to receive some or all of the Benefits may be suspended until such time as the outstanding payments to the Catering Contractor have been paid.
- 6.3 The Licensee acknowledges the Catering Contractor may not be able to fulfil requests for specific food or drink products and/or make available alcoholic beverages due to restrictions which may be imposed by SportsHub by virtue of religious or marketing restrictions or otherwise. The Licensee shall not, and shall procure that its Guests shall not, bring into the Member's Lounge any food and/or beverages (whether alcoholic or otherwise) which have not been supplied by the Catering Contractor.
- 6.4 SportsHub has no liability to the Licensee or any Guest whatsoever in connection with the provision of any catering and food and beverage services. Any complaints must be taken up directly with the Catering Contractor.

7. USE OF MARKS

- 7.1 The Licensee is granted a royalty-free, non-exclusive licence to use and reproduce the Marks during the Licence Period for the sole purpose of inviting Guests to attend an Included Event or Available Event. Any use of the Marks will be subject to the prior written approval of SportsHub, and must comply with the Regulations.
- 7.2 The Licensee must not register or apply to register in any part of the world, any intellectual property which in SportsHub's opinion is identical or confusingly similar to the Marks or that constitutes a translation or transliteration thereof.
- 7.3 SportsHub shall be entitled to take all reasonable steps it deems appropriate and necessary (including legal action) towards the unauthorized use of the Marks, at the Licensee's cost to be borne entirely on an indemnity basis.

8. REPAIRS & MAINTENANCE

The Licensee is responsible for all costs associated with the repair of any damage to the Priority Seats Area and/or Members' Lounge caused by the misconduct of the Licensee or any of its Guests. The Licensee agrees to indemnify SportsHub against the cost of: (i) cleaning of the Priority Seats Area and/or Members' Lounge; or (ii) the repair, maintenance or replacement of any fixtures or fittings at the Priority Seats Area and/or Members' Lounge, resulting from any act or omission of the Licensee or any of its Guests.

9. PAYMENT TERMS

- 9.1 The Licence Fee shall be payable within thirty (30) days of receipt of an invoice issued by SportsHub. If any goods and services tax (GST) is required to be paid on or in respect of any fees or services under the Licence, the GST must be paid by the Licensee. SportsHub shall issue the appropriate GST tax invoice in accordance with the Goods and Services Tax Act (Cap. 117A) and may otherwise itemise the invoice to recognise the goods and/or services provided in consideration of the Licence Fee.
- 9.2 All payments to be made by the Licensee under the Licence shall be made without set-off or any deduction whatsoever, save to the extent that any such deduction is required by Law.
- 9.3 Other than as set out in the Licence, the Licensee is not entitled to any refund of the Licence Fee, including if any Available Event is cancelled or its duration is shortened.

10. FORCE MAJEURE

SportsHub will be released without any liability on its part from the performance of its obligations under the Licence, to the extent and only for the period that its performance of such obligations is prevented by an event of Force Majeure. If the event of Force Majeure in question prevails for a continuous period in excess of three (3) months, the parties will enter into bona fide discussions with a view to alleviating its effects, or to agreeing upon such alternative arrangements as may be fair and reasonable. If no agreement is reached within a period of three (3) months from the date of the event of Force Majeure, either party will be able to terminate this Licence without any right of compensation provided that the event of Force Majeure continues to prevent either party from performing its obligations under this Licence.

11. INDEMNITY & RELEASE OF LIABILITY

- 11.1 The Licensee is liable for and shall indemnify, defend and hold harmless SportsHub (including its employees, servants, agents, contractors, customers, invitees or licensees) from and against all actions, suits, losses, claims, costs, demands and expenses, including without limitation legal and other professional fees, that SportsHub may sustain whether directly or indirectly that are made by any person (including the Licensee, its employees, servants, agents or Guests), in connection with, arising or alleged to arise from, wholly or in part (i) any accident, injury or death of any person or damage to the property of any person in or about the Facility; or (ii) any damage (other than fair wear and tear) to the Priority Seats Area and/or Members' Lounge, or the property, supporting infrastructure, equipment or amenities at the Priority Seats Area, Members' Lounge or any other part of the Facility or Site, caused directly or indirectly by any act or omission of the Licensee, its employees, servants, agents, Guests, or any other person admitted to the Facility, Priority Seats Area and/or Members' Lounge by the Licensee, during the Licence Period. It is further the intent of the Licence that the indemnity contained herein shall apply to any claims made by Guests, employees, servants or agents of the Licensee, against SportsHub. The provisions of this clause shall survive expiry or earlier termination of the Licence.



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- 11.2 The Licensee further undertakes to indemnify SportsHub (including its employees, servants, agents, contractors, patrons, customers, invitees or licensees) from and against any and all actions, suits, losses, claims, costs, demands and expenses, including without limitation legal and other professional fees, on a full indemnity basis, that SportsHub may sustain whether directly or indirectly in connection with, arising or alleged to arise from, wholly or in part: (i) any infringement of copyright or other intellectual property; (ii) any violation of any Law or Regulation; (iii) the performance of any act that brings SportsHub, the Facility, the Site, an Event Holder, SportSG or any other Government Authority into disrepute where such claim is caused by an act or omission of the Licensee or its Guests; or (iv) any actions, suits, losses, claims, costs, demands and expenses arising out of, or in any way connected with, the failure of the Licensee and any Guest to comply with the terms and conditions of the Licence, including but not limited to Clause 5 (Access to the Facility & Use of the Priority Seats Area and Members' Lounge) and Clause 6 (Members' Lounge Catering).
- 11.3 SportsHub is not liable for, and the Licensee must not assert any deduction, set-off or claim of any nature against SportsHub in respect of, any act or omission of or any breach or default by any person other than SportsHub (subject to the remainder of this Clause 11 (Indemnity & Release of Liability)), including, without limitation, the Catering Contractor, FM Contractor, or an Event Holder. SportsHub (including its employees, servants, agents, contractors, patrons, customers, invitees or licensees) is not liable for any loss, damage or injury to the Licensee or any Guest, or any property of the Licensee or any Guest, resulting from any cause whatsoever, unless due to the negligence or wilful misconduct of SportsHub or its employees, servants, agents, contractors, patrons, customers, invitees or licensees. SportsHub is further not liable to the Licensee or any Guest, in contract, tort or otherwise, for any indirect or consequential loss, including without limitation loss of profit or revenue, loss of business or contracts, or loss of opportunity.

12. DEFAULT & TERMINATION

- 12.1 SportsHub may terminate the Licence immediately by giving written notice to the Licensee if: (i) the Licensee has committed a material breach of the Licence which cannot be remedied; (ii) the Licensee has committed a material or repeated breach of any of its obligations under the Licence and has failed to remedy such breach (if the same is capable of remedy) within ten (10) Business Days of being required by written notice to do so; (iii) the Licensee (if an individual) has a bankruptcy petition presented against the Licensee, or the Licensee makes an application for an interim order under the Singapore Companies Act (Chapter 50), or the Licensee enters into a voluntary arrangement or composition with its creditors; (iv) the Licensee commits any act or omission which in SportsHub's reasonable opinion is prejudicial to the interests of SportsHub; (v) the Licensee (if a body corporate) ceases or threatens to cease to carry on business or is removed from the relevant register of companies; it passes a resolution for, or is under, bankruptcy, judicial management, insolvency, winding up, liquidation or other similar proceeding; or it has a trustee, judicial manager, liquidator, custodian receiver, administrative receiver or other similar person appointed over all or any part of its assets; there is an order winding up or otherwise confirming the bankruptcy or insolvency of the Licensee made by any court of competent jurisdiction; (vi) the Licensee (if a partnership) is dissolved; or (vii) SportsHub ceases to hold the necessary rights to grant the rights, licences, permissions, consents and authorities granted to the Licensee hereunder.
- 12.2 If SportsHub terminates the Licence pursuant to Clauses 12.1(i) to (vi) of these Terms & Conditions: (i) SportsHub is entitled to retain all sums paid under the Licence as at the date of termination; (ii) the Licensee must pay to SportsHub on demand all sums due from the Licensee under the Licence and unpaid as at the date of termination; and (iii) such termination is without prejudice to the rights of either party in connection with any antecedent breach of or other obligation subsisting under this Licence.
- 12.3 If SportsHub terminates the Licence pursuant to Clause 12.1(vii) of these Terms & Conditions, the Licensee shall be entitled to a partial refund of the Licence Fee paid by it, calculated by SportsHub at its reasonable discretion, provided that SportsHub shall be entitled to set off any costs owed by and/or other liability of the Licensee to SportsHub arising out of this Licence against any amount to be refunded pursuant to this clause.
- 12.4 The rights and remedies of SportsHub under this Clause 12 (Default & Termination) are in addition to any other right or remedy of SportsHub under the Licence or under Law or in equity.

13. CONSEQUENCES OF TERMINATION

Upon expiry or earlier termination (for whatever reason) of the Licence: (i) all rights, licences, permissions, consents and authorities granted to the Licensee hereunder shall immediately be cancelled and revert to SportsHub; (ii) the Licensee shall forthwith cease to exercise, use, and/or enjoy any rights in relation to the Packages licensed hereunder (or any part thereof) and (iii) the Licensee must, at its own cost, forthwith remove from circulation any and all materials incorporating the Marks then in the possession, power, custody, or control, of the Licensee.

14. ASSIGNMENT, SUB-LICENCE & THIRD PARTY RIGHTS

- 14.1 The Licensee must not assign or otherwise transfer the benefit of the Licence or its obligations under the Licence without the prior written consent of SportsHub. In the event of any approved assignment or transfer the Licence will be binding on and will inure to the benefit of the permitted assigns.
- 14.2 It is agreed for the purposes of the Contracts (Rights of Third Parties) Act (Cap 53B) that the Licence is not intended to, and does not, give to any person who is not a party to the Licence any rights to enforce any provisions contained herein except for any person to whom the benefit of the Licence is assigned.
- 14.3 SportsHub may, without the Licensee's consent, assign, transfer or otherwise dispose of any interest in the Licence to a related body corporate, SportSG or a third party providing financing in connection with the Facility, in which event the Licensee shall enter into an agreement with such transferee, agreeing to be bound to the transferee on the terms of the Licence as if the transferee had been named in the Licence in place of SportsHub and SportsHub shall be released from all its obligations under the Licence.

15. CONFIDENTIALITY

The Licensee acknowledges that the Licence and its particulars are strictly confidential and must not disclose to any third party (other than its professional advisors and save as required by Law), any information in relation to the Licence, without the prior written consent of SportsHub. No announcements or press releases must be made or issued by the Licensee in relation to the Licence, or the arrangements contemplated herein, without the prior written approval of SportsHub as to the content, form and manner of the announcement or release.

16. ENTIRE AGREEMENT

The Licence contains or refers to the entire agreement between the parties and excludes any warranty, condition or other undertaking implied at Law or by custom and supersedes all previous agreements and understandings between the parties with respect thereto. The Licensee acknowledges and confirms that it has not entered into the Licence in reliance on any representation, warranty or other undertaking not fully reflected in the terms of the Licence. The Licensee expressly acknowledges that it has not relied on any representations as to a particular schedule of Events in entering into the Licence.

17. AMENDMENTS & WAIVERS

- 17.1 SportsHub reserves the right to update, amend or modify the Regulations at any time upon notice to the Licensee.
- 17.2 No waiver by SportsHub of any default or breach by the Licensee of its obligations under the Licence shall be construed as a waiver or release of any other subsequent default or breach by the Licensee under the Licence.
- 17.3 No failure or delay by SportsHub in the exercise of any remedy provided for in the Licence or available in Law or in equity shall be construed a forfeiture or waiver thereof or of any other right or remedy available to SportsHub.

18. WARRANTIES

Each party warrants, represents and undertakes to the other party that: (i) it has all necessary rights, licences, permissions, power and capacity to enter into the Licence and to perform the obligations hereunder and in so doing, is not in breach of any obligations nor duties owed to any third parties and will not be so as a result of performing its obligations under the Licence; and (ii) it is not aware, as at the date of the Licence, of anything within its reasonable control that may, or will, adversely affect its ability to fulfil any of its obligations under the Licence.

19. GENERAL

- 19.1 The Licence may be executed in one or more counterparts. Any single counterpart or a set of counterparts executed, in either case, by all the parties will constitute a full and original instrument for all purposes.
- 19.2 All rights, remedies and powers conferred upon the parties are cumulative and will not be deemed to be exclusive of any other rights, remedies or powers now or subsequently conferred upon them by Law or otherwise.
- 19.3 No party shall be, or be deemed to be, an agent of the other party, nor shall any party hold itself out as having authority or power to bind the other party in any way. The parties shall, at all times, be independent contractors and nothing in the Licence shall be construed as creating any partnership between the parties or any relationship of employer and employee between the parties.
- 19.4 If any provision or part of this Licence is or is rendered void, illegal or unenforceable by any legislation or law to which it is subject, it shall be or be rendered void, illegal or unenforceable to that extent and no further. In this regard, if any provision or part of this Licence is held to be invalid or unenforceable by any judicial or other competent authority to which it is subject but would be valid or enforceable if some part of the provision was deleted, or the period of the obligation reduced in time, or the range of activities or area covered reduced in scope, the provision in question will apply with the minimum modifications necessary to make it valid and enforceable. In any event, all other provisions of this Licence will remain in full force and effect and will not in any way be impaired, reduced and/or invalidated.



PRIORITY MEMBERSHIP APPLICATION FORM



STANDARD TERMS AND CONDITIONS (Cont'd)

- 19.5 Each party shall do all things necessary including executing all documents necessary to give effect to the intention of the parties in relation to the Licence.
- 19.6 Any notice or other written communication given under, or in connection with, the Licence shall be delivered personally, or sent by prepaid recorded delivery, or by facsimile transmission, to the respective address set out in the Licence (or such other address as is otherwise notified by each party from time to time).
- 19.7 Each party shall be responsible for paying its own costs and expenses incurred in connection with the negotiation, preparation and execution of the Licence.
- 19.8 This Licence will be governed by and construed in all respects in accordance with Singapore law and the parties hereby submit any action, suit, proceeding or dispute in connection with this Licence to the exclusive jurisdiction of the courts of Singapore.

To apply for a Licence, please download and print this Application Form and the attached Terms & Conditions, complete all sections and submit the signed Application Form, attaching the Terms & Conditions in their entirety, via email to [address TBC]. Applications shall be subject to acceptance by SportsHub Pte. Ltd. in accordance with the Terms and Conditions.