# **TERMS AND CONDITIONS**

The following Terms and Conditions ("T&Cs") shall apply to your use of the Spark Connections credits as a Spark Connections Member. You agree that your utilisation of the Spark Connections credits is subject to these T&Cs, which shall form a legally binding contract between you and the Government of the Republic of Singapore, as represented by the Ministry of Social and Family Development ("MSF").

# DEFINITIONS

In these T&Cs, unless the context otherwise requires:

- a) "Spark Connections Members" means eligible individuals approved by MSF to receive Spark Connections credits.
- b) "Authorised Booking Partner" means the entity which owns and operates the website from which a Spark Connections member may redeem his or her Spark Connections credits.
- c) "Eligible Programmes" means programmes offered by Spark Connections Partners which may be purchased by redeeming Spark Connections credits.
- d) "Spark Connections Partners" means entities or businesses approved to offer programmes which are eligible for redemption under Spark Connections.
- e) "Spark Connections credits" means the electronic credits issued to Spark Connections members, which may be redeemed to purchase Eligible Programmes.

# SPARK CONNECTIONS CREDITS

# **Eligibility**

 If you are a Singapore Citizen or Singapore Permanent Resident aged 20 years old and above, and are not married, you are entitled to be a Spark Connections Member and to receive Spark Connections credits in the total amount of S\$100, which may be used to offset up to 50% of the price of the Eligible Programmes from Spark Connections Partners.

# Use of Spark Connections credits

- The Spark Connections credits must be redeemed between 1 January and 31 December of each calendar year (the "Validity Period"). Any remaining Spark Connections credits not redeemed by the end of the Validity Period will be automatically forfeited.
- 3. The Spark Connections credits can only be redeemed to purchase Eligible Programmes listed on the website of the Authorised Booking Partner.

- 4. To purchase an Eligible Programmes, Spark Connections members must ensure that there are sufficient credits in their accounts to offset up to 50% of the cost of the Eligible Programme. Spark Connections members shall pay for the balance amount (after offsetting the Spark Connections credits) in cash or such other means as the Authorised Booking Partner may permit.
- 5. There might be a minimum number of participants (includes both Spark Connections members and non-Spark Connections members) that needs to be fulfilled for Eligible Programmes before they can be conducted. If the minimum number of participants is not met, Spark Connections Partners conducting the Eligible Programme will reach out to participants on rescheduling of programme.
- 6. Any Eligible Programme purchased will be further governed by the Spark Connections Partners' own terms and conditions.

## Restrictions on use of Spark Connections credits

- 7. Spark Connections Credits issued are not transferable and utilising another person's Spark Connections credits is not allowed.
- 8. Except for situations where Spark Connections Partners are directed or otherwise allowed by MSF, Spark Connections credits are not exchangeable for cash, credit, cash voucher, gift voucher, gift card or other cash equivalents.
- 9. You agree as follows: (i) not to resell Spark Connections credits in any denomination for value; (ii) not to transfer Spark Connections credits in any denomination to another person; and (iii) not to resell an Eligible Programme purchased using your Spark Connections credits for value.

#### **REFUND AND EXCHANGE POLICY**

- 10. Unless otherwise set out in these T&Cs, there shall be no refund of any bookings that utilises Spark Connections credits under any circumstances.
- 11. If you wish to amend the booking(s), your only recourse is to contact the Authorised Booking Partner for assistance. Amendments requested may incur an admin processing fee.
- 12. If you have purchased and consumed Eligible Programme(s) using Spark Connections credits but wish to seek a refund owing to an unsatisfactory experience (e.g. actual programme was not as stated / advertised), you may approach the Authorised Booking Partner for assistance.

#### PERSONAL DATA

13. By signing up to be a Spark Connections member, you agree to receive future communications from MSF on our advertising, marketing and from our promotional agencies to help us deliver and analyse the effectiveness of Spark Connections campaigns and promotions.

## Use of Data

14. If you provide us with personal data:

- a) Where appropriate, we may share necessary data with other Government Agencies, so as to improve the discharge of public functions, and to serve you in the most efficient and effective way unless such sharing is prohibited by law.
- b) We may share your personal data with non-Government entities (including the Authorised Booking Partner) that have been authorised to carry out specific Government services. We will NOT share your personal data with other non-Government entities without your consent except where such sharing complies with the law.
- 15. To safeguard your personal data, all electronic storage and transmission of personal data is secured with appropriate security technologies.
- 16. This digital service may contain links to non-Government digital services whose data protection and privacy practices may differ from ours. We are not responsible for the content and privacy practices of these other digital services and we encourage you to consult the privacy notices of those digital services.

#### COMPLIANCE WITH ALL APPLICABLE LAWS

17. You shall comply with all applicable laws, codes, measures, directions, guidelines, conditions and advisories ("Requirements"), including all prevailing and applicable safe distancing and other COVID-19 outbreak-related Requirements.

#### FORFEITURE OF SPARK CONNECTIONS CREDITS

- 18. In the event of any breach of the above restrictions on the use of Spark Connections credits, or any of the T&Cs herein, MSF reserves the right to forfeit any unutilised Spark Connections credits.
- 19. MSF may, in advance of exercising our right to forfeit any unutilised Spark Connections, notify you of our intention to do so, whereupon you shall have three (3) working days from the date of MSF's notice to clarify and to detail reason(s) why you should continue to have access to your unutilised Spark Connections. During such period of clarification or any periods of investigation, MSF reserves the right to suspend your usage of your credits. If you fail to respond within the

aforementioned timeframe, MSF shall have the sole and absolute discretion to take any action(s) as it deems necessary and appropriate.

## CONSEQUENCES OF MISUSE OR BREACH

20. You acknowledge and understand that your misuse of the Spark Connections credits or breach of the T&Cs including but not limited to the provision of any false and misleading information or any false or inaccurate declaration made may render you liable for criminal prosecution, including (where relevant) under the Penal Code 1871.

#### DISCLAIMER OF LIABILITY

- 21. MSF shall not be liable to you in any manner whatsoever for any loss, damage or expenses incurred or suffered by you arising from or in connection with your utilisation of the Spark Connections, your purchase of the Eligible Programmes, your failure or inability to utilise the Spark Connections credits or any replacement programmes offered and accepted by you from the Spark Connections Partners and/or the Authorised Booking Partner, and/or any discontinuance of the Spark Connections connections scheme by MSF.
- 22. MSF, to the maximum extent permitted by law, disclaims all representations and warranties, express, implied or statutory, including any warranties of merchantability, fitness for a particular purpose, and representations as to quality and standard, in relation to the Spark Connections and the Eligible Programmes.

#### AMENDMENTS, DISCONTINUANCE OF SPARK CONNECTIONS SCHEME

- 23. MSF reserves the right to vary or supplement the T&Cs herein at any time without prior notice, and such variations or supplement shall be immediately applicable to you. You shall be responsible for checking the MSF and Authorised Booking Partner's websites from time to time for the most current version of these T&Cs.
- 24. MSF shall have the right to discontinue the Spark Connections scheme in whole or in part on the occurrence of any events, circumstances or causes beyond MSF's reasonable control, which shall include but not be limited to acts of God, any labour or trade disputes, strikes, industrial actions or lockouts, riots, terrorist attacks, acts of war or threats of war, armed conflicts, imposition of sanctions, embargoes, epidemics, pandemics, health risks, quarantine requirements, earthquakes, fires, floods, explosions, accidents, collapsing of buildings, nuclear, chemical or biological contamination, and any law or action taken by a Governmental or public authority.

# **GOVERNING LAW AND JURISDICTION**

- 25. The T&Cs shall be governed by the laws of the Republic of Singapore.
- 26. You and MSF agree that the courts of Singapore shall have exclusive jurisdiction to settle any dispute arising out of or relating to the T&Cs, and submit to the jurisdiction of such courts.