

## **Terms and Conditions of Use**

- In this Terms and Conditions and in this Website, the following words and expressions, unless separately defined or the context otherwise admits or requires, have the following meaning:-
  - "Company" means 52 Music and Film Production;
  - "52 Music and Film Production" means the Company and/or its affiliates, subsidiaries or joint ventures worldwide, collectively or singularly as the context requires;
  - "Information" means any information submitted by you and transmitted via this Website;
  - "Database" means the database established, operated and maintained by the
    Company which may contains your information and particulars;
  - "Personal Data" means the personal particulars submitted by you and transmitted via this Website; and
  - "Website" means this website with the domain <a href="https://www.52musicfilm.com/">https://www.52musicfilm.com/</a>
- 2. You are and shall remain solely responsible for the contents of any submissions you make.
- 3. The Company may from time to time vary or amend these Terms and Conditions by posting the amended Terms and Conditions on this Website. Any use of the Website after the amendment of these Terms and Conditions will be deemed to be acceptance of the amended Terms and Conditions by you.
- 4. Without prejudice to the other provisions of the Terms and Conditions, the Company may refuse, suspend, terminate, delete or amend any artwork, materials, information or content of any Information submitted by you so as, in the sole opinion of the Company, to comply with the legal or moral obligations placed on the Company or to avoid infringing a third party's rights or any other rules, standards or codes of practices that may be applicable to the Internet.
- 5. Any Information submitted by you contained in the Database may, at the sole discretion of the Company, be erased and deleted from the Database and destroyed without prior notice for whatever reason. The Company reserves the right to share the Information with any other of its affiliates, subsidiaries or joint ventures worldwide.

- 6. To the extent permitted under the law, all Information submitted via the Website shall be deemed and/or remain the property of 52 Music and Film Production which shall be free to use, for any purpose, any ideas, concepts, know-how or techniques contained in the Information submitted by you through this Website. The Company shall not be subject to any obligations of confidentiality regarding submitted information except as agreed by the Company or as otherwise required by law.
- 7. All contents of this Website are on an "as is" basis and the Company does not warrant the accuracy, adequacy or completeness of this information and materials and expressly disclaims liability for errors or omissions in the content of this Website. No warranty of any kind, implied, expressed or statutory including but not limited to the warranties of non-infringement of third party rights, title, merchantability, fitness for a particular purpose and freedom from computer virus, is given in conjunction with the content of this Website.
- 8. Without prejudice to the other provisions of these Terms and Conditions, in no event will 52 Music and Film Production be liable for any damages, including without limitation direct or indirect, special, incidental, or consequential damages, losses or expenses arising in connection with this Website or use thereof, or inability to use by any party, or reliance on the contents of this Website, or in connection with any loss of data or failure of performance, error, omission, interruption, defect, delay or failure in operation or transmission, computer virus or system failure, even if 52 Music and Film Production or their respective representatives, are advised of the possibility of such damages, losses or expenses. Access to any other websites via hyperlinks are at your own risks and the Company has not investigated, verified, monitored or endorsed the content, accuracy, opinions expressed and other links provided on such websites. This exclusion shall take effect to the fullest extent permitted by law.
- 9. You represent and warrant that : -
  - you have read and agree to these Terms and Conditions and our Privacy Statement;
    - you are at least 18 years old and have the necessary legal capacity, right,
      power and authority to agree to these Terms and Conditions
    - the reproduction of the Personal Data and/or Information as submitted by you and transmitted via this Website will not breach any contract or infringe or violate any copyright, trademark or any other personal or proprietary right of any claim or person or render the Company liable to any claim or proceedings whatsoever;

- any Personal Data and contents supplied in connection therewith is accurate, complete, up to date and true;
- any Personal Data or Information complies with the requirements of all relevant laws, legislations, rules and regulations for the time being in force and applicable in all relevant jurisdictions; and
- all Personal Data, Information and contents submitted by you and transmitted via this Website is legal, decent, honest and truthful.
- 10. You agree to indemnify and hold 52 Music and Film Production and its officers, agents, partners and employees, harmless from all claims, demands, actions, proceedings, liabilities (including liability to third parties), penalties, and costs (including without limitation, legal costs on a full indemnity basis), awards, losses and/or expenses, due to or arising out of:
  - any use of this Website;
    - your connection to this Website;
    - your breach of any Terms and Conditions;
    - o your violation of any rights of another person or entity; or
    - o your breach of any statutory requirement, duty or law.
- 11. If any provision of these Terms and Conditions is found to be illegal, void or unenforceable under any law that is applicable hereto or if any court of competent jurisdiction in a final decision so determines, these Terms and Conditions shall continue in force save that such provision shall be deemed to be deleted.
- 12. Nothing in these Terms and Conditions shall constitute or be deemed to constitute an agency or partnership between the Company and you and neither the Company nor shall you have any authority to bind the other in any way.
- 13. No waiver of any rights or remedies by the Company shall be effective unless made in writing and signed by an authorised representative of the Company.
- 14. A failure by the Company to exercise or enforce any rights conferred upon it by these Terms and Conditions shall not be deemed to be a waiver or variation of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.

15. These Terms and Conditions and the rights and obligations contained hereunder shall be governed by and construed in accordance with laws of Singapore. The Courts of Singapore shall have the jurisdiction to hear and determine any suit action or proceeding, and to settle any dispute, which may arise out of or in connection with these Terms and Conditions and the parties hereby irrevocably submit to the jurisdiction of such Courts.