

**School Holiday Performing Arts Workshops at Capitol Theatre
21 November - 23 December 2020**

TERMS AND CONDITIONS

REGISTRATION

The participant or their parent/guardian is required to make full payment immediately at the time of registration. We reserve the right to limit, refuse and discontinue the participant's admission any time without prior notice at our sole and absolute discretion without assigning any reason thereto and without prejudice to our rights.

CLASS CONFIRMATION

In view of capacity caps at the venue, a participant's registration will only be confirmed upon successful allocation of timeslots and when payment has been received. Places will be allocated on a first come first pay basis. A confirmation email containing detailed training information inclusive of the date, time and venue will be sent before the class start date. A participant's place in a class is not confirmed until a confirmation email has been received.

CANCELLATION AND REFUND SCHEDULE

A written notice needs to be submitted to capitolholidayworkshops@perennialrealestate.com.sg for class cancellation following the refund schedule below:

- (1) 80% of fees paid when a written notice is received by us at least seven (7) days before the scheduled session.
- (2) 50% of class fees if the written notice is received by us within seven (7) days of the scheduled session.
- (3) No refund will be given in the event of non-appearance or when the scheduled timeslot has passed. The nomination of a replacement to attend the scheduled class is acceptable if a written notice is given at least two (2) days before the class start date and provided that the replacement participant meets all the requirements for the relevant class (which shall be determined by us in our reasonable discretion).

POSTPONEMENT & CANCELLATION

We reserve the right to postpone or cancel a class for any reason in our sole discretion (including, but not limited to, insufficient registrations) in which case we will offer a participant an alternative class date (if available) or give a full refund of all fees paid. We will endeavour to give as much notice of this as possible but will make a final decision no later than three (3) days before the start of the programme.

CLASS SCHEDULES

We reserve the right to change class schedules, modify class content, limit/increase class size and cancel class without prior notice.

CLASS MATERIALS

Reproduction, copying or digital scanning of class materials is not allowed unless prior written permission has been obtained from us and/or the enrichment centre conducting the holiday workshops and/or enrichment classes.

PERSONAL DATA DISCLOSURE CONSENT

1. By accepting these terms and conditions, you agree that we may collect, use and disclose your personal data (including that of your child/ward), as provided in this application form, or obtained by us as a result of your participation in the event, for any or all of the following purposes:
 - (a) the processing of this application;
 - (b) performing obligations in the course of or in connection with our provision of the goods and/or services requested by you;
 - (c) in the context of photo-taking or video recording, for images of class in action or events, to be allowed for our marketing purposes and those of the enrichment centre conducting the holiday workshops and/or enrichment classes;

- (d) verifying your identity;
 - (e) responding to, handling, and processing queries, requests, applications, complaints, and feedback from you;
 - (f) managing your relationship with us;
 - (g) processing payment or credit transactions;
 - (h) sending your marketing information about our goods or services including notifying you of our marketing events, initiatives and promotions, lucky draws, membership and rewards schemes and other promotions;
 - (i) complying with any applicable laws, regulations, codes of practice, guidelines, or rules, or to assist in law enforcement and investigations conducted by any governmental and/or regulatory authority;
 - (j) any other purposes for which you have provided the information;
 - (k) transmitting to any unaffiliated third parties including the enrichment centre conducting the holiday workshops and/or enrichment classes which the participant signs up for as well as our third party service providers and agents, and relevant governmental and/or regulatory authorities, whether in Singapore or abroad, for the aforementioned purposes; and
 - (l) any other incidental business purposes related to or in connection with the above.
2. We may disclose your personal data: (a) where such disclosure is required for performing obligations in the course of or in connection with our provision of the goods or services requested by you; or (b) to third party service providers, agents and other organisations we have engaged to perform any of the functions listed above for us.
 3. The purposes listed in the above clauses may continue to apply even in situations where your relationship with us (for example, pursuant to a contract) has been terminated or altered in any way, for a reasonable period thereafter (including, where applicable, a period to enable us to enforce our rights under any contract with you).
 4. The consent that you provide for the collection, use and disclosure of your personal data will remain valid until such time it is being withdrawn by you in writing. You may withdraw consent and request us to stop using and/or disclosing your personal data for any or all of the purposes listed above by submitting your request in writing or via email to our Data Protection Officer at the contact details provided below.
 5. Upon receipt of your written request to withdraw your consent, we may require reasonable time (depending on the complexity of the request and its impact on our relationship with you) for your request to be processed and for us to notify you of the consequences of us acceding to the same, including any legal consequences which may affect your rights and liabilities to us. In general, we shall seek to process your request within ten (10) business days of receiving it.
 6. Whilst we respect your decision to withdraw your consent, please note that depending on the nature and scope of your request, we may not be in a position to continue providing our goods or services to you and we shall, in such circumstances, notify you before completing the processing of your request. Should you decide to cancel your withdrawal of consent, please inform us in writing in the manner described in paragraph 5 above.
 7. Please note that withdrawing consent does not affect our right to continue to collect, use and disclose personal data where such collection, use and disclose without consent is permitted or required under applicable laws.
 8. If you wish to make (a) an access request for access to a copy of the personal data which we hold about you or information about the ways in which we use or disclose your personal data, or (b) a correction request to correct or update any of your personal data which we hold about you, you may submit your request via email to our Data Protection Officer at the contact details provided below.
 9. Please note that a reasonable fee may be charged for an access request. If so, we will inform you of the fee before processing your request.

10. We will respond to your request as soon as reasonably possible. Should we not be able to respond to your request within thirty (30) days after receiving your request, we will inform you in writing within thirty (30) days of the time by which we will be able to respond to your request. If we are unable to provide you with any personal data or to make a correction requested by you, we shall generally inform you of the reasons why we are unable to do so (except where we are not required to do so under the Personal Data Protection Act 2012 (“**PDPA**”)).
11. To safeguard your personal data from unauthorised access, collection, use, disclosure, copying, modification, disposal or similar risks, we have introduced appropriate administrative, physical and technical measures such as up-to-date antivirus protection, encryption and the use of privacy filters to secure all storage and transmission of personal data by us, and disclosing personal data both internally and to our authorised third party service providers and agents only on a need-to-know basis.
12. You should be aware, however, that no method of transmission over the Internet or method of electronic storage is completely secure. While security cannot be guaranteed, we strive to protect the security of your information and are constantly reviewing and enhancing our information security measures.
13. We generally rely on personal data provided by you (or your authorised representative). In order to ensure that your personal data is current, complete and accurate, please update us if there are changes to your personal data by informing our Data Protection Officer via email at the contact details provided below.
14. We may retain your personal data for as long as it is necessary to fulfil the purpose for which it was collected, or as required or permitted by applicable laws.
15. We will cease to retain your personal data, or remove the means by which the data can be associated with you, as soon as it is reasonable to assume that such retention no longer serves the purpose for which the personal data was collected, and is no longer necessary for legal or business purposes.
16. We generally do not transfer your personal data to countries outside of Singapore. However, if we do so, we will obtain your consent for the transfer to be made and we will take steps to ensure that your personal data continues to receive a standard of protection that is at least comparable to that provided under the PDPA.
17. You may contact our Data Protection Officer if you have any enquiries or feedback on our personal data protection policies and procedures, or if you wish to make any request, via email at pdpa@perennialrealestate.com.sg.

HEALTH AND SAFETY

Your safety and wellbeing is our concern. In order for us to comply with the safe distancing and other precautionary measures implemented by the Singapore government in the fight against COVID-19, by participating in this event and/or entering the premises, you shall comply with:

- Temperature screening(s) requirements before entering the premises;
- Registration before entry into premises using the SafeEntry system as well as the requirement to check out of the SafeEntry system when leaving the premises, to facilitate contact tracing;
- All prevailing regulations by the Singapore government for the wearing of face masks and/or face shields;
- Any decision by us to deny entry to any individual or participant who:
 - Is serving a Quarantine Order;
 - Is serving a Stay-Home Notice;
 - Is serving a Leave of Absence;
 - Has been in close contact with any individual(s) who has/have been confirmed or suspected* to have COVID-19 infection in the last 14 days;

- Is feeling unwell with fever (with temperature more than 37.9°C) and/or flu like symptoms (e.g. cough, runny nose and shortness of breath); and/or
**pending results of COVID-19 tests*
- Any other requirements as may be reasonably imposed by us in order to ensure compliance with capacity caps and/or safe management measures.

We reserve the right to refuse entry to any individual or participant who fails to comply with the foregoing.

DISCLAIMER

Capitol Hotel Management Pte. Ltd. (as Trustee-Manager of Capitol Hotel Trust) is the owner of the venue known as Capitol Theatre. The holiday workshops and/or enrichment classes are conducted by enrichment centres which are independent third party service providers and we do not make any representations as to the quality of the services provided and/or the content(s) of the holiday workshops and/or enrichment classes. If you have any feedback regarding the holiday workshops and/or enrichment classes (including, but not limited to, feedback on the teacher(s) or the services rendered or the teaching material), you should approach the third party service provider / enrichment centre directly. We will not be responsible to liaise with the enrichment centre on your behalf.

LIABILITY

We will undertake all necessary safety precautions and act in a responsible manner to ensure the safety of each participant for the duration of any programme the participant attends. None of our employee(s) and/or agent(s) can be held responsible or liable for any injury, loss of property or other damage that may be caused to, or suffered or sustained by the participant or any accompanying person during their time in the venue, or in the immediate vicinity.

MODIFICATION OF TERMS AND CONDITIONS

We reserve the right to amend any of the above Terms and Conditions from time to time as deemed appropriate.

SEVERABILITY

Any provision stated herein which is held to be illegal, invalid or unenforceable will be ineffective solely to the extent of such illegality, invalidity or unenforceability, without affecting the other provisions herein which shall remain in full force and effect, and will be deemed to be amended as necessary to give effect as close as possible to the intent and purposes of the illegal, invalid or unenforceable provision.

GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with the laws of Singapore and are subject to the non-exclusive jurisdiction of the Singapore Courts.