



Terms and Conditions

Festival Participation (5th Piano Island Festival)

- Festival participation is divided into 3 categories: Basic Participation Package, Standard Participation Package, and Premium Participation Package.
- Basic Participation package is recommended for Intermediate level pianists and will be charged at SGD \$1500. This package includes 3 masterclasses with no selection of preferred faculty, 1 hour daily practice through festival dates, Basic Booking Process of Daily Practice Hours (after all Standard Participants finish their bookings), Basic Goodie Bag; and entry to all events (Observer Pass).
- Standard Participation package is recommended for Advanced level pianists and will be charged at SGD \$2700. Pianists who are 36 years old and above will automatically not qualify for competition. This package includes 4 masterclasses with no guaranteed selection of preferred faculty, 2 hours of daily practice, Standard Booking Process of Daily Practice Hours (after all Premium Participants finish their bookings), Standard Goodie Bag, Entry to all events (Observer Pass), Competition entry; and participation in Students' Concert (Based on faculty recommendations with limited slots).
- Premium Participation package is recommended for Expert level pianists and will be charged at SGD \$4000. Participants for this category will need to be of a high skill level determined by Piano Island Management in order to qualify for this category, as it includes guaranteed competition finals live rounds (for infantile and youth categories), and competition semi-finals live round (for professional category). This package includes 5 masterclasses with guaranteed selection of preferred faculty, 2 hours of daily practice, Premium Booking Process of Daily Practice Hours (in order of application date), Premium Goodie Bag, Entry to all events (Observer Pass), Competition entry, Competition Videography Package with interview worth SGD \$250, Competition feedback, Guaranteed Participation in Students' Concert, Students' concert Videography Package with interview worth SGD \$250; and Priority Queue for all events.
- Applications for festival participation starts on 30th May 2022 and ends on 30th Oct 2022.
- Application fee for festival participation with or without competition entry will be SGD \$150 plus 5% service charge, payable online via Mastercard or Visa card on Piano Island Festival application page: www.pianoislandfestival.com/apply. This application fee is non-refundable and non-transferable.
- Applications will be reviewed and approved on a first come first serve basis progressively at the discretion of Piano Island Management.
- Application approval will depend on applicant's skill, choice of package, choice of hotel and tour option, at the discretion of Piano Island Management.
- Application will need to indicate type of package chosen, and whether applicant would like the hotel and tour package option.
- Premium participation package applicants will need to have a professional skill level in order to be approved for Premium participation package. Standard participation package will be offered to a premium participation package applicant instead if applicant is not of a professional skill level determined by Piano Island Management.
- Once application is approved by Piano Island Management, an invitation with an invoice will be sent out to the applicant. Applicant will be given up to 3 weeks (21 days) to confirm their spot as a festival participation. In order to confirm applicant's slot, a 50% down payment of festival fees will need to be paid to Piano Island Management Pte. Ltd. According to invoice instructions. Applicant will also need to pay any related observer fees, hotel and tour package if applicable. 50% down payment required for any observer fees. 100% payment will be required for any hotel or tour packages. Any fees paid to Piano Island Management Pte. Ltd. (other than application fees) are fully 100% refundable on condition of force majeure.
- Force Majeure includes Malaysia border closures, natural disasters and world war.
- Festival Participation packages, hotel and tour packages are non-transferable and not for re-sale.
- Masterclasses will be allocated by Piano Island Management to festival participants in order of preference of preferred faculty and faculty's availability. Piano Island Management reserves the right to make any changes to Masterclass schedule for participants if required.
- Participant will need to arrange their own transport to masterclass venue and arrive at least 15 minutes before the start of their masterclass. If participant fails to turn up for their masterclasses on time, participant will need to inform Piano Island Management team immediately. Piano Island Management reserves no right to replace or reschedule any masterclasses in this instance.
- Participants who registered for competition entry will need to follow terms and conditions of competition in the next section.
- If participant have selected any of our hotel packages in their application, participants are not allowed to deselect this option once application invitation is sent out to applicant. All hotel packages includes Airport transfer from KLIA international Airport to Hotel on 1st December 2022, Daily Buffet breakfast from 2nd December 2022 to 12th December 2022, Daily Buffet Lunch catered at Dominus Arts Venue from 2nd December 2022 to 11th December 2022, Daily refreshments catered at Dominus Arts Venue from 2nd December 2022 to 11th December 2022; and Daily Shuttle Service from Hotel to Dominus Arts Venue (subject to number of bookings). Hotel bookings, once confirmed, cannot be cancelled, unless due to force majeure (border closure of Malaysia, world war, natural disasters). In any cancellation due to force majeure, a full 100% refund will be provided. Payment of hotel stay package is to be made in full via online payment on our website or via bank transfer, together with festival fees, upon confirmation of participation in festival. Prices include GST and any applicable tourist taxes chargeable in Malaysia for hotels.
- If participant have selected any of our tour packages in their application, participants are not allowed to deselect this option once application invitation is sent out to applicant. Our tour package includes 1 day tour, up to 2 half day tours; and up to 2 night tours (during festival period from 2nd December 2022 to 11th December 2022); and a specially designed 4 days 3 nights tour of Genting Highlands and Malacca (after festival period from 12th December 2022 to 15th December 2022). Hotel stay arranged for 4 days 3 nights trip will be based on single occupancy only. Due to legal requirements, we are not allowed to provide twin sharing rooms with other participants. All tours will be accompanied by 1 tour guide, Piano Island Festival staff member/s, and selected faculty members. Tour bookings, once confirmed, cannot be cancelled, unless due to force majeure (border closure of Malaysia, world war, natural disasters). In any cancellation due to force majeure, a full 100% refund will be provided. Payment of tour package is to be made in full via online payment on our website or via bank transfer, together with any festival fees, upon confirmation of participation in festival. Prices include GST and any applicable tourist taxes chargeable in Malaysia for tour companies and hotels.
- Participant and accompanying family members / relatives / friends / guardian will need to be liable for any air tickets, accommodation (if not booked through Piano Island Management), all transport, tourist visa to enter Malaysia, travel insurance (if applicable); and any other miscellaneous costs. Piano Island Management will not be liable for any injury or damage incurred during the time of the festival.
- The Organiser reserves the right to record all or part of the proceedings of the festival and related activities for broadcast / promotional purposes without any payment to the participants. The Organiser reserves all rights to the recorded materials.
- Photography and Videography are not allowed in any of our concerts and competition events.
- Any participant who knowingly gives inaccurate or misleading information will be disqualified.
- Piano Island Management Pte. Ltd reserves the rights to amend the terms and conditions of festival participation.



Terms and Conditions

Festival Competition (5th Piano Island International Competition)

- This competition is open to pianists internationally from any country.
- Dates for the competition – finals for infantile and youth categories; and semi-finals for Professional category will be held from 7th to 10th December 2022 at Concert Hall, Dominus Arts Venue, Kuala Lumpur, Malaysia.
- In-Person Registration for competition will be on the 6th of December 2022 from 9am to 5pm at Level 4 Foyer, Dominus Arts Venue, Kuala Lumpur, Malaysia. In-Person registration will require your passport / identity card (for Malaysian citizens only); and music score/s.
- Competition participants are to submit their application via our online festival applicant / competition form at www.pianoislandfestival.com/apply.
- A registration fee of SGD \$150 will be charged for each application. This fee is non-refundable and non-transferable. Dateline for competition application is 30th October 2022. Participants who apply for festival participation will not need to pay this fee again.
- Screening round (By Video Submission): All categories: At the point of application, all participants must submit a video link for a screening round before the live performance rounds. The repertoire for the video submission is of free choice and may be different from the live rounds. Videos must not be filmed more than 2 years before date of submission. Video should be in the form of a viewable website link. Only shortlisted participants will proceed to the live performance rounds. The list of selected participants will be announced on the 1st of November 2022.
- Live Performance Rounds (Infantile and Youth Categories): Shortlisted participants will perform in the live performance rounds (finals). The results of the competition will be announced on 9th December 2022, after the final round of the professional category. Selected winners may be asked to perform during the closing gala concert and ceremony.
- Live Performance Rounds (Professional Category): Shortlisted participants will perform in the live performance rounds (semi-finals). At the end of the live round, 5 participants will be selected to perform in the final round. The final result of the professional category will be announced on 9th December 2022, after the final round of the professional category. Selected winners may be asked to perform during the closing gala concert and ceremony.
- Live Performance Rounds for all categories: Any performance that goes above the time limit will not be scored. The Jury reserves the right to stop the performance if necessary.
- Prize announcements / Performance by winners will be held on the evening of 9th December 2022 at Dominus Arts Venue Level 4. All competitors are encouraged to attend this prize announcement / performance by winners. This event will be set at 7pm (time to be confirmed). Competitors are to register their attendance 1 hour before announcement to Piano Island Management at Level 4 Foyer Dominus Arts Venue. Failure to show up for the prize announcement ceremony will be considered void, and awarded to the next available contestant.
- Closing Gala Concert and Ceremony will be held on the evening of 11th December 2022 at Dominus Arts Venue Main Hall. All diplomas and certificates will be given out during the closing ceremony on the final day of the festival. All participating competitors will receive an invitation to attend the gala closing concert. Accompanying guests of competitors will be able to purchase tickets to closing concert at a discounted prize (subject to availability). Some of the prize winners will be called upon to perform on stage. There will be a group photo-taking session of all competitors. Special prizes include scholarships to festivals in Europe, printed music scores by Henle and other special prizes will be announced during this ceremony. In the case of absence, the special prize/s will be awarded to the next available contestant.
- The Artistic Directors including several members of the 5th Piano Island Festival will shortlist the participants chosen from the screening round.
- A panel of International Jury consisting renowned pianists and piano professors will decide the results of the live rounds. Jury members for each competition category may differ.
- The Adjudicating Panel will use a clear and straight forward point system. All points given by each jury member will be out of 100 without any discussion. In the case of a tie, the artistic directors are entitled to 2 votes. The Adjudicating Panel reserves the right to award, or not award any prizes as they deem fit.
- Infantile and Youth Categories Adjudication: All points will be tabulated from all judges and averaged. The First, Second and Third Prize winners will be announced based on the points tabulated only. If any judge has his / her student in the category of competition, the scores will not be valid by the particular judge in that process. The scores will be tabulated by averaging on the other judges' scores. Special prizes will also be awarded in this category.
- Professional Category Adjudication: Live Round Semi-finals: All points will be tabulated from all judges and averaged. The top 5 finalists will be announced based on the points tabulated only. If any judge has his / her student in the category of competition, the scores will not be valid by the particular judge in that process. The scores will be tabulated by averaging on the other judges' scores. Special prizes will also be awarded in this category.
- Professional Category Adjudication: Live Round Finals: The Judges will determine the First, Second, and Third Prize winners through a discussion after the finals. No point system will be involved in this category.
- All participants will receive a certificate of participation. Certificate of Merit will be awarded to all semi-finalists (for Professional Category only). Certificate of 1st, 2nd and 3rd Prize will be awarded to all 1st, 2nd and 3rd Prize Winners. Special Prize certificates will also be awarded to all special prize award winners.
- Rules and Regulations; and Prizes (subject to change) are to be followed as shown on our competition website (www.pianoislandfestival.com/competition)
- Practice and Rehearsal (Rehearsal): Each participant may book one rehearsal session to rehearse at the competition venue (main hall of Dominus Arts Venue) with Steinway Concert Grand Model D prior to the competition during the festival period. This rehearsal session may be conducted on the day of competition or before the competition. The duration of each session will be 10 minutes. Each session will be charged at SGD \$50. Further details will be announced closer to the festival dates. Piano Island Festival will inform all shortlisted applicants once these practice sessions are available for booking. All bookings must be made via our website only. These booking slots will be on a first come first serve basis only. Due to limited availability, participants are encouraged to book these slots upon release. This booking fee is non-refundable and non-transferable. Failure to show up on time for your slot will consider your slot being voided. Piano Island Management is not liable to reschedule, refund, or replace any missed bookings.
- Practice and Rehearsal (Practice Rooms): Practice rooms will be made available during the competition period to the participants in the right order of passage. The practice slots will have to be booked in advance. Each participant will be given 1 hour of practice time before the competition. If any participant requires more practice time, additional practice slots will be at the expense of the participant (subject to availability). This booking is non-transferable.
- Practice and Rehearsal (Warm up): Warm up piano will be made available right before the actual performance. Competitors will need to arrive at competition venue at least one hour before their scheduled performance. Warm up session timetable will be at the organiser's discretion.
- Jury members will consist of invited guest artists and internationally renowned teachers and performers. Any jury member with students competing in the competition is to opt out of voting – The President of the Jury will get 2 votes in this case. (For Professional finals round only).



The decisions of the jury at every round of the competition are final. The Jury may award or withhold any prize as deemed fit. All performance will be open to festival participants, competitors, and observer pass holders only. Each competitor is only allowed to bring one accompanying member only to enter competition grounds.

- The works at every round must be performed from memory. The works may be performed with or without repeats at the contestant's discretion. All works must be communicated precisely, including key and opus number, on the application form or by email. All changes on works must be communicated at least 2 weeks before live rounds competition.
- All prize winners may be requested to perform at the prize winners' concert (Closing Gala Concert and Prize Presentation Ceremony) on the 11th of December 2022 evening at Dominus Arts Venue Main Hall. Refusal to perform will result in the immediate disqualification of the prize.
- The Piano Island Festival Competition is sole holder of the rights to all video or audio recordings and internet broadcasts (if any) in all stages of the competition. Competitors cede to the International Piano Island Competition, without remuneration.
- No refunds will be made to any withdrawals of participation.
- By sending the application form, the participants declare that they approve the terms and conditions mentioned in the regulations. Registration fees and any booking fees submitted are non-refundable and non-transferable (unless due to force majeure: world war, natural disaster, or closure of Malaysia borders).
- Where participants perform an unpublished work or works in manuscript form, it is incumbent upon the Participants to obtain necessary approval under the Copyright Act to perform such works during the competition. If the participant fails to do so, the organiser will not be responsible for any copyright or composer's fee incurred. Participants also agree to indemnify the organiser against any action and / or claims for damages from any third party who owns the copyright.
- Prize winners in all categories may be invited to perform in public, or television, on radio and / or attend interviews related to the competition without payment.
- The Organiser reserves the right to record all or part of the proceedings of the competition and related activities for broadcast / promotional purposes without any payment to the participants. The Organiser retains all rights to the recorded materials.
- Shortlisted participants will have to provide necessary documents (passport copy / Identity card for Malaysian citizens; and music score/s) upon in-person registration. Failure to do so may result in disqualification on registration day.
- Participants who are unable to be present at the scheduled performance time may be disqualified.
- Participants and supporters of participants must not communicate with or attempt to influence the adjudicating panel. Failure to adhere to this rule might result in disqualification of the participant.
- Photography, audio and video recording by the participant and their supporters are not allowed during the competition or for any competition related events.
- Any participant who knowingly gives inaccurate or misleading information will be disqualified.
- In the case of any dispute, the organiser's decision, or that of the adjudicating panel acting on the organiser's behalf, shall be final and no discussion or correspondence will be entertained.
- Participant and accompanying family members / relatives / friends / guardian will need to be liable for any air tickets, accommodation (if not booked through Piano Island Management), all transport, tourist visa to enter Malaysia, travel insurance (if applicable); and any other miscellaneous costs. Piano Island Management will not be liable for any injury or damage incurred during the time of the festival.
- Piano Island Management Pte. Ltd reserves the rights to amend the terms, rules and conditions of this competition.

Terms and Conditions

Festival Observer Pass (5th Piano Island Festival)

- This Observer Pass entitles you to attend all public events (public masterclasses, public lectures, faculty and students' concert, competition).
- This Standard Observer Pass is to be purchased online only through our online form at www.pianoislandfestival.com/observerpass. Due to limited availability of observer passes, interested applicants are encouraged to purchase their observer passes before it is sold out.
- Observer Pass purchased online will be exchanged with an Official Observer Pass badge. The badge will act as entry to all Piano Island Festival 5th Edition events. Registration for observer passes will take place on 2nd December 2022 from 9am to 5pm in Kuala Lumpur, Malaysia, Dominus Arts Venue Level 4 Foyer. Observers who are unable to make it for registration date will need to notify Piano Island Management via email at pianoislandfestival@gmail.com.
- Observer Passes includes all events, including private events (for festival participants and observers only). These private events include: all lectures, all competition (infantile, youth and professional categories) and all public masterclasses.
- Dates for the festival will be from 2nd of December 2022 to 11th December 2022.
- Standard Observer fees are SGD \$600.
- Observer fees for accompanying members of Basic and Standard Festival Package will be SGD \$400.
- Observer fees for accompanying members of Premium Festival Package will be SGD \$500 (including Priority queue for all events).
- Observer fees are fully 100% refundable in the case of force majeure (closure of Malaysia borders, world war, natural disasters). Book with a peace of mind.
- Payment for Observer Package is strictly through our online form only. 5% service charges will be charged via Mastercard and Visa payments securely online.
- There will be no deadline for purchase of observer passes, however, as it is limited, once fully booked, it will not be available for purchase.
- By sending the observer pass booking form, the observers declare that they approve the terms and conditions mentioned in the regulations.
- The Organiser reserves the right to record all or part of the proceedings of the festival and related activities for broadcast / promotional purposes without any payment to the observers. The observers may be recorded in these recordings. The Organiser retains all rights to the recorded materials.
- Photography, audio and video recording by the observer are not allowed during any concerts, competitions, and their related events in the festival.
- Observer will need to be liable for any air tickets, accommodation (if not booked through Piano Island Management), all transport, tourist visa to enter Malaysia, travel insurance (if applicable); and any other miscellaneous costs. Piano Island Management will not be liable for any injury or damage incurred during the time of the festival.
- Piano Island Management Pte. Ltd reserves the rights to amend the terms and conditions for purchase of Observer Pass 5th Piano Island Festival.

General Visitor Conditions for Piano Island Festival 5th Edition by Piano Island Management Pte. Ltd. "The Company"

Article 1 – Applicability

1.1 These General Terms and Conditions for Visitors apply to any offer and any agreement concluded between the company and the individual who (hereinafter referred to as: the "customer") orders or buys an admission ticket for an event organised by the company. These general terms and conditions also apply if this agreement is concluded through a(n) (official) (advance) sales organisation (hereinafter referred to as (advance) sales address) engaged by the company for the event in question. These General Terms and Conditions for Visitors also apply to individuals who attend an event in the building or on the site, without the individual in question having directly or indirectly concluded an agreement with the company.

1.2 In these General Terms and Conditions for Visitors 'event' means (musical) performances and/or other manifestations in the broadest sense of the word.

1.3. In these General Terms and Conditions for Visitors 'site where the event is held' means the actual site of the event as well as the grounds, rooms, fields, etc. around it, which form part of the complex in which the event takes place.

1.4 The applicability of any other general terms and conditions of the customer is explicitly rejected.

Article 2 – Establishment of the agreement/admission tickets

2.1 Any offers, (programme) announcements, notifications or information otherwise provided or quotations by the company are without obligation and the company is not obliged to sell an admission ticket to a customer.

2.2 The agreement between the company and the customer is concluded at the moment that the customer buys an admission ticket for the event from the company or a(n) (advance) sale address.

2.3 An admission ticket can consist of a physical or electronic document issued by or on behalf of the company containing a digital code that can be read by a scanner, or a digital code issued by or on behalf of the company that can be read by a scanner. The digital code is a unique code.

2.4 The admission ticket will be issued only once and gives access to one person.

2.5 The admission tickets are and remain the company's property. A valid admission ticket gives the holder the right to attend the event. Access will no longer be given after the event has started. Access is given only to the first holder of the admission ticket presented at the entrance of the event. The company may assume that the holder of this admission ticket is also the person who is entitled to it (e.g. is the customer). The company is not obliged to perform any further verification in respect of valid admission tickets. The customer must take responsibility for ensuring that he is and remains the holder of the admission ticket issued by the company.

2.6 As of the time that the admission ticket has been made available to the customer, the customer bears the risk of loss, theft, damage or misuse of the admission ticket. The customer receives the admission ticket from the company or the (advance) sale address in such condition that the company is capable of verifying the ticket's authenticity/validity in a simple manner. The customer is obliged to present the admission ticket in the same condition on the company's demand before the start of the event. If the admission ticket can no longer be verified on authenticity/validity, for example due to damage, the company will have the right to refuse access.

2.7 Only purchase from the company guarantees the validity of the admission ticket. The burden of proof in respect of purchase from the company rests with the customer.

2.8 The admission ticket that consists of a physical or digital document containing a digital code that can be read by a scanner or a digital code provided that can be read by a scanner is inter alia given to the customer via electronic communication. If the customer has chosen to receive the admission ticket in this manner, the customer must ensure that this admission ticket can be supplied via electronic communication and that this can be done in a secure manner. The company can guarantee neither the confidentiality of the supplied admission ticket nor the receipt of the admission ticket.

2.9 An admission ticket does not give right to access after the end of the event in question.

Article 3 – Prohibition against resale

3.1 The customer is obliged to reserve the admission ticket for an event for his or her own use and may therefore not pass it on to third parties through resale, an offer for resale, or in the context of commercial purposes.

3.2 The customer is forbidden to make any type of advertising or any other kind of publicity relating to the event and/or any part of it, if this occurs with the intention of (re)selling the admission ticket. The company's opinion that the intention is aimed at (re)sale is binding.

3.3 The customer may pass on his or her admission ticket to third parties for free, provided this is not done for commercial purposes and that he or she imposes on the one to whom he gives the admission ticket the obligations that rest on him or her as a customer, as they are contained in these General Terms and Conditions for Visitors, including the prohibition against resale and guarantees towards the company that this person or these persons comply with the same obligations.

3.4 The company may invalidate an admission ticket that has been or is resold and/or is used for commercial purposes. An invalidated ticket does not give right to access the event, without the customer and/or the holder being entitled to a refund and/or compensation.

Article 4 – The customer's other obligations

4.1 Unless organised otherwise by the company, the customer must be in possession of a valid and intact admission ticket both before the start and during the event and for as long as he or she is on the site where the event is being held. Upon the request of the proprietor of the site where the event is being held, he or she is obliged to present his or her admission ticket to the attendants and other authorised persons for inspection.

4.2 Both during attendance in or on the site where the event is being held, the customer is obliged to observe the company's house rules. The customer is obliged to comply with the regulations and/or instructions of the officials designated by the company for that purpose, the proprietors of the site where the event is being held, the attendants, the fire brigade and other authorised personnel.

4.3 The customer is forbidden:

1. To bring photographic, film and other recording equipment to the site where the event takes place subject to confiscation for the duration of the event.
2. Recording of the event in whatever form, including photographing, filming and any other type of sound and/or image recording is prohibited as is reproduction of and/or copying parts of the programme (booklet), posters and other printed matter. All such recordings will be confiscated and unconditionally destroyed.
3. To smoke at the site where the event is being held.
4. To bring glass containers, plastic bottles, cans, firework, (fire)arms and/or dangerous objects and/or food and/or (alcoholic) drinks to the site where the event takes place subject to confiscation of these articles.
5. To bring drugs to the site where the event takes place subject to confiscation of these articles, and in some cases an arrest by or report to the police.
6. To bring dangerous objects or substances and/or objects or substances that disturb visitors, in the opinion of the persons designated for that purpose, to the place where the event takes place subject to confiscation of these articles.
7. To wear face-covering clothing, this for reasons of security. A customer whose face is not visible may be refused access to the site.
8. To bring large rucksacks or bags, back baby carriers, prams or other large objects to the sites where the programme is performed.
9. To cause damage to the site where the event takes place. The customer is liable for any damage that is caused by him or her or to the site where the event takes place.
10. To offer goods of whatever nature for sale to third parties, or to provide them for free.
11. To obstruct other customers by, including but not limited to, inappropriate behaviour (including molestation) and theft.

Article 5 – The company's rights

5.1 Should the customer contravene (one or more of) the provisions provided in these General Terms and Conditions for Visitors, he or she will be in default by operation of law without any notice of default being required, and the company is entitled to terminate the sale with immediate effect and without judicial intervention and/or to refuse the customer (further) access to the event, i.e. by invalidating the admission ticket. In the situations referred to in the previous sentence, the customer has no right to a refund of the amount that he or she has paid the (advance) sales address/the company, for the admission ticket (including the service charges) and/or any other compensation. An invalidated admission ticket does not (no longer) give right to access the event. Holders of invalidated admission tickets are not entitled to a refund or other compensation.

5.2 The company is entitled to refuse a customer access to the site where the event is being held once and for all or for a definite period of time, if he or she broke the rules contained in these General Terms and Conditions for Visitors during one or several visits, or if there is a justified fear in any other way of the customer causing damage. The company retains the right to refuse the customer (further) access to the event or to remove him or her from the site at which the event is taking place if the company considers this reasonably necessary for the maintenance of peace and order during the event.

5.3 If an admission ticket is likely to be counterfeit, the company is entitled to refuse the holder of this admission ticket (further) access to the event and to invalidate the admission ticket without the customer or this holder being able to claim any compensation for any loss that this may cause him or her.

5.4 The organiser, the artists and/or the company are entitled to (cause to) make image and/or sound recordings of the event and the site where this event takes place, including the public, as well as to publish or multiply such images and recordings. Persons who appear in the recordings give their permission for this, if this situation arises, by means of attending the event, without claiming any payment.

5.5 The company is entitled to adjust the (regular) opening times to incidental exercises within the context of company emergency response arrangements (Section 23 of the Working Conditions Act) or, in the event of a calamity, to the full or partial evacuation of the place where the event takes place if considered necessary by the company. Such an adjustment of the (regular) opening times does not entitle the customer to a refund of any admission price paid and/or compensation.

5.6 If, in the company's opinion, this is necessary in view of the maintenance of the order and peace, the company has the right to refuse a customer access to attend the event, without any right to a refund of the paid price and/or compensation, if the customer only arrives after the event has started.

Article 6 – Force Majeure

6.1 In addition to the meaning in legislation and case law, 'force majeure' in these General Terms and Conditions for Visitors means all the foreseen or unforeseen causes coming from outside, which the company cannot exert influence upon, but as a result of which the Company is unable to fulfil its obligations. 'Force majeure' means among other things: nuisance, inconvenience and/or unlawful acts caused by third parties, including other visitors and/or the performing artists, on account of maintenance work, on account of improper functioning of facilities, on account of the presence of persons and/or objects blocking the free view, on account of simultaneous events and/or on account of the allocation and division of the standing places or seats. Errors made by third parties in, for example, announcements, communications and/or quotations in respect of the event also fall under force majeure. In the event of force majeure there is no right to a refund and/or compensation.

6.2 In the case of force majeure in the broadest sense of the word, including in this context border closures of Malaysia, world war; and natural disasters.

6.3 If as the result of or in relation to force majeure, the event is cancelled by the company before it has started, the company will only be obliged to refund to the customer the price mentioned on the admission ticket by the company, or in the absence of such, the price (excluding service charges) that the customer has paid to the company). If as the result of or in relation to force majeure, an event must be cancelled after it has started, the company will only be obliged to refund the customer part of the price mentioned on the admission ticket by the company, to be fixed by the company, or in the absence of such, the price (excluding service charges) that the customer has paid to the company or the official (advance) sales address as referred to in article 1.1. 6.3 If as the result of or in relation to force majeure, the event is cancelled by the company before it has started, the company will only be obliged to refund to the customer the price mentioned on the admission ticket by the company, or in the absence of such, the price (excluding service charges) that the customer has paid to the company). If as the result of or in relation to force majeure, an event must be cancelled after it has started, the company will only be obliged to refund the customer part of the price mentioned on the admission ticket by the company, to be fixed by the company, or in the absence of such, the price (excluding service charges) that the customer has paid to the company or the official (advance) sales address as referred to in article 1.1. Restitution is made no later than twelve weeks after the date of the canceled event at an (advance) sales address upon the customer's presentation of a valid and intact admission ticket for the (canceled) event, to this (advance) sales address.

6.4 If the event is scheduled by the company on another date as a result of or in relation to force majeure, the admission ticket remains valid for the new date on which the event will take place. Should the customer be unable or unwilling to attend the event on the new date, he or she is entitled to return his or her admission ticket to an (advance) sales address in exchange for a refund of the price mentioned on the admission ticket by or on behalf of the company, or in the absence of such, the price (excluding service charges) that the customer has paid to the official (advance) sales address. This refund will only be made if the customer timely presents a valid and intact admission ticket to the (advance) sales address. If the event is rescheduled on a later date, the customer can make no claim for refunding the above-mentioned price if he or she has not presented the relevant admission ticket to the (advance) sales address within four weeks after the date on which the event has been rescheduled or for the new date of the event if it takes place less than four weeks after the original date. If the event is rescheduled on a date earlier than the date stated on the admission ticket, the customer forfeits the right to a refund if he or she does not return his or her admission ticket to a(n) (advance) sales address within four weeks after the (originally scheduled) date as printed on the admission ticket. If the event is rescheduled on a date earlier than the date stated on the admission ticket, the customer forfeits the right to a refund if he or she does not return his or her admission ticket to a(n) (advance) sales address within four weeks after the (originally scheduled) date as printed on the admission ticket.

Article 7 – The company's liability

7.1 The customer will enter the site where the event takes place and attend the event at his or her own risk, in the sense that the company accepts no liability whatsoever for damage or loss arising from the fact of this entrance or attendance, including damage to hearing or vision or any other bodily disorders and/or injuries, unless intent or wilful recklessness exists on the part of the company.

7.2 The company is liable only for immediate loss that the customer suffers and that is the immediate and exclusive consequence of a failure attributable to the company. However, the only types of damage eligible for compensation are those for which the company is insured and which the insurer covers. The company's liability is excluded (and is therefore not eligible for compensation) for:

1. damage or loss as a result of the acts of third parties, including tenants of (rooms in or parts of) the site where the event takes place and the persons engaged by those third parties;
2. damage or loss as a result of not complying with the instructions given by the officials of the company and not complying with the house rules;

7.3 The company will do all in its power to ensure that the programme follows the announced timetable. However, it is not liable for deviations from it and for any (possible) loss that this could cause for the customer and/or third parties.

7.4 Furthermore, the company is not liable for the content of the event's programme or the way (quality) in which it is performed, including explicitly the length of the programme. Neither is the company liable for any changes in the event programmes.

7.5 The company is not liable for damage or loss to the customer arising from the loss of or damage to the admission ticket

Article 8 – Conditions for the use of the company's cloakroom

8.1 If the company provides a cloakroom, it is entitled to refuse the deposit of objects in the cloakroom, including objects of an excessive size, at the company's sole discretion. A fixed price for each object is charged for the use of the company's cloakroom. Only coats, scarves, bags, hats, helmets and umbrellas are accepted for safekeeping. These items may not contain any objects, except for bags.

8.2 The customer who deposits a coat or object with the cloakroom indemnifies the company against loss or damage to the object deposited.

8.3 The company will only keep the deposited coats or objects for the duration of the relevant event. The customer is obliged to collect the objects deposited at the cloakroom before he or she leaves the site where the event is being held, failing which the company is entitled not to return the object. Every agreement of safekeeping terminates at the time of closure of the site, following the depositing of the object.

Article 9 – Data protection

9.1 The company processes personal data of customers and visitors of its websites in accordance with our privacy policy.

Article 10 – Final provisions

10.1 These General Terms and Conditions for Visitors and every agreement concluded between the customer and the company is governed by the laws of Singapore.

10.2 All differences that may arise in connection with these General Terms and Conditions for Visitors, the agreement between the company and the customer or in connection with any agreement arising from it will be resolved by the competent court in Singapore.