

## Terms & Conditions

In these terms and conditions, "**Esplanade**" refers to The Esplanade Co. Ltd (UEN: 199205206G) which manages and operates **Esplanade, Theatres On The Bay** at 1 Esplanade Drive, Singapore 038981 (the "**Venue**"), including any and/or all of its authorised representatives, agents, and/or employees. These terms and conditions shall apply to all persons at the Venue, including but not limited to holders of tickets to events, show and/or performances to be held at the Venue.

For the avoidance of doubt, Esplanade shall be the sole arbiter and interpreter of the terms and conditions set out herein and shall have full authority to enforce compliance of such terms and conditions as set out herein. **A breach of any of the terms and condition herein shall entitle Esplanade to revoke the ticket(s) without prior notification, refund, compensation, or liability.**

### General

1. All persons shall be required to comply with all existing requirements as stipulated in these Terms & Conditions, on their admission tickets, and/or other rules and regulations as may be imposed by Esplanade from time to time.
2. All persons shall submit to body and bag search and examination for prohibited items (including but not limited to weapons, dangerous or illegal substances, and unauthorised recording devices) by authorized representatives of Esplanade upon entry to and exit from the Venue. Esplanade also reserves the absolute right to conduct random security checks on all persons within the Venue at any time.
3. All persons are required to show proof of age and identity upon request by authorised representatives of Esplanade.
4. Esplanade shall not be liable for any loss of articles or property left unattended within the Venue.
5. Esplanade reserves the sole and absolute right, without refund or compensation, and without having to assign any reason therefor, to refuse admission and to eject from the Venue or any other properties managed by Esplanade, persons whose presence Esplanade deems, in its sole and absolute judgment, to be prejudicial to the safety, security or good order of the property or other persons within the Venue.

These shall include but not be limited to the following:-

- a. Persons under the influence of alcohol or prohibited drugs;
  - b. Persons who are improperly or indecently attired;
  - c. Persons who are ill and afflicted with infectious diseases;
  - d. Persons who exhibit violence or riotous, disorderly or indecent behaviour;
  - e. Persons who engage in inappropriate, abusive, anti-social or criminal conduct;
  - f. Insane, demented, or emotionally distressed persons;
  - g. Persons in breach of or who refuses to comply with these terms and condition or any other applicable terms and conditions; and
  - h. Unauthorised vendors or solicitors.
6. Esplanade shall be entitled in its sole and absolute discretion to postpone, cancel, interrupt or stop the event, performance and/or show, and/or deny access to the Venue, due to adverse weather, dangerous situations, or any other cause beyond its reasonable control.
  7. Esplanade shall not be liable for any death, personal injury (unless such death or personal injury was caused by the negligence of Esplanade), loss, damage, expense or liability, however caused while in the Venue nor are they liable for any complaint, claim, refund, or exchange for any reason whatsoever, including such as may arise from any failure, delays, postponements, cancellations, defects, mishaps, accidents, breakdowns, road conditions, weather and other adverse events or conditions in relation to the Venue.

8. You voluntarily assume all risks and dangers incidental to the event, performance and/or show whether occurring prior to, during or subsequent to the actual event, performance, and/or show including any death, personal injury, loss, damage or liability.
9. All ticket holders shall at all times be subject to (i) any terms and conditions imposed by Esplanade; (ii) any entry conditions and/or house rules which may be found at the Venue; (iii) any terms and conditions relating to the events, performances and/or shows; and (iv) any terms and conditions displayed at SISTIC's website [www.sistic.com.sg](http://www.sistic.com.sg) or at SISTIC's Authorised Agents and Box Offices.

## **Tickets**

10. Esplanade may in its sole and absolute direction, alter, add, withdraw or substitute artists and/or the advertised details (including but not limited to seating arrangements and audience capacity) for an event, performance and/or show without prior notice.
11. Tickets cannot be resold, transferred, exchanged, refunded, redistributed and/or used for any commercial or marketing event, activity promotion or purpose, without the prior written consent of Esplanade, and Esplanade reserves the absolute right to revoke any tickets that are used in breach this clause.
12. Tickets sold, including any transaction fees, booking fees and/or other supplementary fees which may apply to such tickets, are strictly non-refundable.
13. **Applicable to *Esplanade Presents* shows only:** Subject to the payment of a service fee and a minimum of 3 days' notice, Esplanade may in its sole and absolute discretion and subject to availability, allow a ticket to be exchanged for a ticket of an equivalent value or, subject to cash top-up, allow a ticket to be exchanged for a ticket of a higher value for the same show.
14. Save for tickets to free seating and/or general admission, events, performances and/or shows which are not eligible for replacement, Esplanade may in its sole and absolute discretion, issue replacement tickets subject to its verification of your details against Esplanade's purchase records and upon your payment of an administrative fee. For the avoidance of doubt, replacement tickets will not be issued if Esplanade deems, in its sole and absolute discretion, that the authenticity of purchase cannot be accurately and/or sufficiently ascertained.

## **Admission & Attendance**

15. Admission to an event, performance and/or show at the Venue is at all times subject to any terms, conditions or rules of Esplanade, the ticketing agent, and the promoter of the event, performance and/or show, including any house rules which Esplanade may display at the Venue. If you breach those terms, conditions or rules then Esplanade may in its sole and absolute discretion, refuse admission or require you to leave the Venue.
16. Age, height, and/or other entry restrictions at the Venue and/or in publicity materials shall apply strictly and no refunds will be made for ignorance of such restrictions. Infants in arms or children below 6 years old without tickets will not be admitted unless expressly permitted by Esplanade in its sole and absolute discretion. All other admissions are subjected to valid tickets being produced at the entrance.
17. Latecomers will not be admitted until a suitable break (if any), such break (if any) to be determined in Esplanade's sole and absolute discretion.
18. To prevent fraud, Esplanade may carry out checks and/or you may be asked to provide adequate verification (to Esplanade's satisfaction) after booking to verify the purchase. Valid

documentation (including but not limited to student passes and senior citizens' identity cards) relied on to obtain discounts and/or concessions on the ticket(s) must be promptly shown when requested for by Esplanade.

19. Esplanade reserves the sole and absolute right, without refund or compensation, to refuse admission where it reasonably suspects that the ticket used is stolen, counterfeit, damaged, unreadable and/or that it was reported lost.

### **Conduct within Venue**

20. All persons within the Venue are expected to conduct themselves with due propriety and responsibility.
21. All persons within the Venue shall refrain from improper, disorderly, anti-social or abusive conduct, including but not limited to the following conduct:-
- Use of profanity or vulgarities whether written or spoken, when interacting with members of the staff of Esplanade;
  - Acts or threats of intimidation or abuse, whether physical or verbal, and whether actual or perceived, towards members of staff of Esplanade or members of the public;
  - Creating disturbances or being a nuisance to members of the public, members of staff of Esplanade, or causing disruption to the smooth running of the event, show and/or performances within the Venue; and
  - Refusal to comply with any of the terms and conditions imposed by Esplanade.
22. The following are strictly prohibited within the Venue:-
- Smoking
  - Alcohol not purchased within the Venue
  - Animals / pets
  - Narcotics or illegal substances
  - Sharp objects, weapons or firearms
  - Portable laser equipment and pens
  - Consumption of outside food or drinks
  - Unauthorised use of photography, audio or video recording devices (including mobile devices)
  - Aerosols, glass bottles, jars, containers over 100ml
  - Explosives, inflammable substances and other dangerous or hazardous items
23. All prohibited subject matter shall be subject to confiscation by authorised representatives of Esplanade.
24. All persons suspected or found to be carrying illegal items or carrying out illegal activities in the Venue may be handed over to the Police, and evicted or refused entry.
25. All persons found to be in breach of any of these terms and conditions, admission requirements, ticketing terms or conditions of entry may be requested to leave the Venue immediately.
26. If you are photographed, filmed or taped on the Venue, you consent to Esplanade's broadcast, publish, license and/or use of any such photographs, films, recordings or images of you without compensation.
27. Esplanade reserves the sole and absolute right to bar, exclude or eject any persons from the Venue or any other properties managed by The Esplanade Co Ltd without having to assign any reason for the exercise of such right or discretion.

28. Notwithstanding anything herein, to the extent that any provisions herein is inconsistent or otherwise in conflict with other terms and conditions, these Terms and Conditions shall prevail.
29. Singapore law shall govern these terms and conditions, while Singapore courts shall have exclusive jurisdiction over all disputes or matters arising hereunder.