

TERMS & CONDITIONS

By registering for STACK Developer Conference 2024 (the “**Conference**”) organised by Government Technology Agency (“**GovTech**” or the “**Organiser**”), you agree to be bound by these Conference Terms & Conditions (“**Terms**”).

1. REGISTRATION & CONFIRMATION

1.1. Entry into the Conference is chargeable with fees as stipulated on <https://www.govtechstack.sg> (the “**Website**”). All fees for STACK Developer Conference 2024 are quoted in Singapore dollars.

1.2. Upon successful registration, you will receive a confirmation email. If you fail to pay the Conference fees for whatever reason, you will instead receive an acknowledgement email with details to make payment. A registrant shall only be permitted to participate in the Conference upon FULL PAYMENT of the Conference fees within 7 working days from the date of registration (“**Participant**”). Each Participant for the Conference is entitled to only one STACK Developer Conference 2024 t-shirt.

2. CANCELLATION & SUBSTITUTION POLICY

2.1. There shall be no refunds once payment is made. The Organiser may, in its sole and absolute discretion, provide a refund on an ex-gratia basis.

2.2. You may, with 7 working days’ advance written notice to the Organiser, substitute yourself with another person for participation in the Conference. That person shall be bound by these Terms.

2.3. Without prejudice to Clause 7, if in the sole and absolute discretion of the Organiser, the Conference premises or platform shall become unfit for use or if the holding of the Conference or any event might or will in any way be compromised by any cause not within the control of the Organiser, the Conference (or any part thereof) may forthwith be terminated or cancelled or postponed or otherwise rearranged by the Organiser at its sole and absolute discretion, without the Organiser or the Public Sector being liable to you or any third party. The Organiser shall not be liable to you or any third party for any aforementioned termination, cancellation, postponement or rearrangement. For the avoidance of doubt, where payment is applicable, there shall be no refund in such event.

3. CONSENT FOR DATA COLLECTION AND PROCESSING

3.1. By submitting this form, you hereby agree that GovTech and third parties authorised by GovTech may collect, use, process and disclose any of your personal data provided for any one or more of the following purposes:

3.1.1. To administer, process and facilitate your registration for and/or participation in the Conference, as well as any transactions or activities by you in relation to the Conference, including the processing of payment for registration;

3.1.2. To respond to any queries, feedback or complaints by you or on your behalf;

3.1.3. To update you on any matter relating to the Conference; and

3.1.4 To enable us to contact you or communicate with you on any matters relating to your registration for and/or participation in the Conference, including but not limited to the purposes set out above.

3.2. You also consent to GovTech and third parties authorised by GovTech to contact you regarding future events, courses, seminars, conferences and related activities organised or co-organised by GovTech, and to circulate industry-related publications by GovTech or third parties authorised by GovTech.

3.3. If you are providing someone else's personal data or submitting this form on behalf of someone else, you warrant and represent that you have obtained consent from the named individual(s) in this form in relation to all matters which require their consent under these Terms.

3.4. You may withdraw your consent to the use and disclosure of your data by the Organiser with reasonable notice and subject to any prevailing legal or contractual restrictions via email to secretariat@govtechstack.sg. However, doing so may prevent the Organiser from providing its services to you, as well as result in the termination of your participation in the Conference. The Organiser shall have no liability or responsibility to any Participant affected by the aforesaid actions. The Organiser's rights and remedies are expressly reserved in such event.

3.5. Registering for this Conference constitutes your agreement for the Organiser and Public Sector to use, distribute and publish any image or audio recordings of you taken at the Conference for marketing and reporting purposes.

3.6 In these Terms, "**personal data**" shall have the same meaning as its definition in the Personal Data Protection Act 2012, provided that the Organiser's obligations in respect of personal data under these Terms do not apply to business contact information.

4. PHOTOGRAPHY AND RECORDING POLICY

4.1 Photography or video/audio recordings or transcription by you, without the express permission of the speaker/presenter and Organiser, are strictly prohibited during all sessions and will result in expulsion from the Conference without refund.

5. CODE OF CONDUCT

5.1 All Participants shall comply with the Code of Conduct (“**Code**”) published [here](#). Failure to comply with the Code may, at the Organiser’s sole and absolute discretion, result in the Participant’s expulsion from the entire Conference without refund. The Organiser may also take any relevant action, which includes issuing a warning to the Participant, prohibiting the Participant from certain activities or attending future GovTech events, and reporting the matter to the local authorities. For the avoidance of doubt, the Code is deemed part of these Terms.

6. INDEMNITY

6.1 You agree to defend and indemnify and keep GovTech and the Public Sector and their officers, employees, agents and contractors harmless against all liabilities, losses, damages, costs or expenses (including legal costs on an indemnity basis) howsoever arising out of or in connection with:

6.1.1 your non-compliance with these Terms,

6.1.2 any harm or damage caused by you to any third party;

6.1.3 any fraudulent or wilful representation or conduct of you; and/or

6.1.4 any contravention of any applicable laws, regulations or guidelines by you,

whether or not you had been advised or informed of the nature or extent of such liabilities, losses, damages, costs or expenses.

7. LIMITATION OF LIABILITY

7.1. The Organiser and the Public Sector shall not be liable to you or any third party for any damage, losses or expenses of any kind whatsoever and howsoever caused, including but not limited to any direct or indirect, special or consequential damages, loss of income, revenue or profits, lost or damaged data, or damage to property, whether arising directly or indirectly from, under or in connection with, these Terms or the Conference, including but not limited to your registration and participation in the Conference, regardless of whether GovTech or the Public Sector has been advised of the possibility of such damage or loss.

8. MISCELLANEOUS

8.1. Each registrant listed by you in the registration form shall be deemed to be a party to the Terms and shall be bound by these Terms as if they each had registered individually and directly

with GovTech. You warrant and represent that you have the necessary rights and authorization to enter into these Terms and bind each registrant to these Terms.

8.2. The Organiser shall have the right to amend these Terms at any time at its sole and absolute discretion through such means as it may deem appropriate. It is your responsibility to check and read the most up-to-date versions of these Terms and you are deemed to have notice of the same. Your continued participation in the Conference following the positing of any amendments or addition shall constitute your acceptance of such amendments or additions.

8.3. In these Terms, "**Public Sector**" means the Government of the Republic of Singapore as a whole including all its Ministries, government departments and Organs of State, as well as all statutory boards (including all Singapore public sector agencies as defined by the Public Sector (Governance) Act 2018 as amended, consolidated, re-enacted or replaced from time to time).

8.4. Save for the Public Sector, a person who is not a party to these Terms shall have no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any term herein.

8.5. These Terms shall be governed by and construed in accordance with the laws of Singapore.

8.6. Any dispute arising out of or in connection with these Terms, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("**SIAC**") in Singapore in accordance with the Arbitration Rules of the SIAC ("**SIAC Rules**") for the time being in force, which rules are deemed to be incorporated by reference in this clause. Further, the seat of the arbitration shall be Singapore. The tribunal shall consist of one (1) arbitrator. The language of the arbitration shall be English.

8.7. Any waiver given by GovTech must be in writing and signed by an authorised representative GovTech. No omission, delay or failure by GovTech to enforce any right or remedy shall be deemed to be a waiver or variation of such right or remedy. No waiver by GovTech of any right or breach by you shall be deemed to be a waiver of any other right or any subsequent breach by you.