

COMMERCIAL FILMING AND PHOTOGRAPHY APPLICATION

Name	
Company Name and UEN ("Licensee")	
Address	
Contact Number	
Email Address	

Synopsis of production and storyline of scenes involving Marina Bay Sands

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Production title (“Project”)	
Name of Broadcast/Publication/Digital organisation	
Broadcast/Publication dates	
Proposed date(s) of filming, venues and timings	
Number of people involved (including agencies, cast and crew)	
Full equipment list	
Additional information you’d like to include	

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ACCEPTANCE PORTION

We _____ Name of Company (“Licensee”) confirm that the information we have provided in this Commercial Filming and Photography Application (is true and correct and that we have read and understand the attached Terms and Conditions and agree to be bound by them.

We acknowledge and agree that our request to carry out filming and/or photography is not confirmed until we receive an official confirmation from Marina Bay Sands Pte Ltd (“MBS”) sent to the email address specified in our application. MBS’ decision to allow or decline our request is final and conclusive.

Name:

Designation:

Company Name & Signature:

Date:

TERMS AND CONDITIONS

1. Any permission to take photographs and/or record video footage of or within the Marina Bay Sands Integrated Resort (the “Property”) is granted solely for the Project and no other purposes.
2. MBS acknowledges that all intellectual property rights in and to the Project and the photographs and/or video footage of the Property (“Materials”) are the sole property of the Licensee, provided that the Licensee shall obtain MBS’ written consent prior to using the Materials for any purpose other than the Project.
3. The Licensee warrants and represents that the Project and its use of the Material shall be in compliance with all applicable laws and regulations, including, but not limited to, the provisions of the Casino Control (Advertising) Regulations and the Personal Data Protection Act 2012. The Licensee shall not film any MBS employees or guests without obtaining the express written consent of such parties. Further, the Licensee shall ensure that the Project and its use of the Materials shall not, directly or indirectly, whether through its actions or those of its employees or agents expose MBS to any adverse action by any regulatory authorities.
4. The Licensee shall obtain and maintain all necessary licenses and approvals from the competent authorities and any other relevant parties for the Project.
5. The Licensee shall abide by and comply with all by-laws, rules, regulations, orders and requirements issued by MBS, MBS’ agents or the management corporation of the Property, and by the relevant governmental and regulatory authorities in respect of the Property.
6. In using the Material, the Licensee:

Marina Bay Sands Pte Ltd
10 Bayfront Avenue
Singapore 018956
+65 6688 8868 tel
+65 6688 0299 fax
www.marinabaysands.com

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- a. shall not use the Materials for any purpose other than the Project;
 - b. shall not depict the Materials or MBS itself in a derogatory manner;
 - c. shall not make any inference that MBS endorses any product or service, or that the Materials originated from any source other than MBS.
7. The Licensee shall indemnify and hold harmless MBS, its officers, directors and agents, against any and all claims, demands, penalties, loss and damage, cost and expense (including reasonable legal costs) of any nature including without limitation for death, injury, loss and/or damage arising directly or indirectly from and/or in connection with the Licensee or its representatives’:
- a. Use of the Property;
 - b. Taking and/or recording of the Materials on the Property;
 - c. Broadcast and/or publication of the Project and/or the use of the Materials, including where such broadcast and/or publication and/or use is in breach of any applicable laws or regulations;
 - d. Breach of third party intellectual property rights; or
 - e. Failure to comply with these terms and conditions.
8. In addition to its rights and any other remedies available to MBS under common or statutory law, in the event of any breach of any part of this agreement by the Licensee or its representatives, MBS shall be entitled to revoke all rights granted herein immediately upon written notice to the Licensee, including to stop any photography and/or filming activities immediately. Further, MBS shall be entitled to relief by appropriate legal or equitable means, including but not limited to a temporary restraining order, temporary injunction and/or permanent injunctive relief, restraining and prohibiting the Licensee or its representatives from breaching or continuing to breach the terms of this agreement. In addition, MBS shall be entitled to the recovery of any and all damages incurred as a result of such breach, including cost of enforcement, actual attorneys' fees and court costs.
9. The Licensee shall, at its own cost and expense, reinstate such parts of the Property which were used by the Licensee or its representatives prior to vacating the Property, and shall make good any damage arising directly or indirectly from such use.
10. The Licensee shall provide MBS with a copy of the completed Project containing the Materials. MBS shall seek the Licensor’s written consent in the event MBS intends to use a copy of the Project or part thereof for MBS’ own publicity and/or marketing purposes.
11. The Licensee shall at all times keep in effect with a reputable insurer licensed to operate in Singapore, (a) insurance against public liability in respect of its activities on the Property (noting MBS’ interest) covering any damage caused to third parties, including MBS and its related entities and personnel, with a minimum liability limit of S\$1,000,000

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per claim; and (b) workmen's compensation insurance as required under law. The Licensee shall procure the addition of MBS as an additional insured under the policy for public liability insurance with a provision for cross liability and a full waiver of subrogation in favour of the additional insured for any and all loss or damage covered by valid and collectible insurance policies to the extent of the insurance proceeds paid with respect thereto. The Licensee shall provide copies of the relevant certificate of insurance within 24 hours from MBS' confirmation of its photography and/or filming request.

12. The Licensee shall not assign or otherwise transfer the rights or obligations under these terms and conditions in whole or in part without the prior written consent of the Company.
13. These terms and conditions shall be governed by the laws of the Republic of Singapore and all disputes arising from or in connection with this release shall be settled by the courts of Singapore.
14. A person who is not a party to this agreement has no rights under the Contract (Rights of Third Parties) Act (Cap. 53B) to enforce any term of this agreement.

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