

# Julius Bär

## JULIUS BAER NEXT GENERATION ART PRIZE TERMS AND CONDITIONS

1. These terms and conditions relate to an art competition entitled the “Julius Baer Next Generation Art Prize” (the “**Competition**”) which Bank Julius Baer & Co. Ltd., its licensees, branches, assigns, affiliates and/or subsidiary companies (the “**Organiser**”) intend to run between October 2022 and August 2023 (or such extended time period as the Organiser may determine in its sole and absolute discretion).
2. By entering the Competition, the entrant (the “**Artist**”) accepts these terms and conditions and further agrees that these terms and conditions may be amended and/or supplemented by the Organiser in its sole and absolute discretion at any time without prior notification. References to “**Terms and Conditions**” herein shall mean these terms and conditions, as may be amended and/or supplemented by the Organiser in its sole and absolute discretion at any time without prior notification. Where an Artist consists of more than one person, the Terms and Conditions shall apply to each and every person comprising the Artist.
3. The Organiser shall select six Artists as the winners of the Competition (the “**Selected Artists**”) based on two rounds of Submissions. References to “**Submission**” herein shall mean all the artwork and/or files an Artist submits from the time of their application for the Competition, including without limitation all their Concept Proposals and Works (as respectively defined below), if any.
4. The term “**Personal Data**”, when used herein, has the same meaning as that defined in the Personal Data Protection Act 2012 of Singapore, as amended, supplemented, renamed, re-enacted and/or replaced from time to time and includes, without limitation, the following information collected, directly or indirectly, from each Artist: name, address, telephone number(s), email address(es), date of birth, gender, nationality, passport, birth certificate and/or NRIC number(s), and any other information disclosed in (i) the form (<https://meshminds.typeform.com/nextgenartprize>) found at <https://www.juliusbaer.com/en/spotlight/next-generation-art-prize/> (the “**Julius Baer Website**”) that Artists must use to apply for the Competition (“**Submission Form**”) and/or (ii) any other form required during the submission of the Concept Proposals and Works.
5. In these Terms and Conditions, words denoting the singular number shall include the plural and vice versa.

## ELIGIBILITY

6. The Competition is open to all living persons between the age of 21 years old and 40 years old as of 1 October 2022. Artists must be a resident of Southeast Asia, India or Greater China at the time of submission, although they need not be a citizen of the region. The eligibility of Artists resident in locations outside of Southeast Asia, India or Greater China will be assessed and determined on a case-by-case basis by the Organiser in its sole and absolute discretion.

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7. The MeshMinds Foundation Ltd. is the Organiser's appointed partner for the Competition. The Competition is not open to employees, directors, officers and/or agents of Bank Julius Baer & Co. Ltd. and/or The MeshMinds Foundation Ltd., their respective licensees, branches, assigns, affiliates (including MeshMinds Pte. Ltd.) and/or subsidiary companies, and the immediate family members of any such person(s).
8. While the Competition is open to Artists practicing any medium, all Submissions must use Digital Art as the medium. References to "**Digital Art**" herein shall mean any artistic work or practice that uses digital technology as part of the creative or presentation process, or more specifically as computational art that uses and engages with digital media, which would include without limitation static 2D or 3D digital drawings animated 2D or 3D video, generative art, augmented / virtual reality art, interactive art, and/or artificial intelligence (AI) art, but **excludes** digital photography and virtual exhibitions. For the avoidance of doubt, digital photography and virtual exhibitions are **not eligible** for Submissions. The Selected Artists are permitted to use AI Art Generators, including but not limited to, Dall-E and Midjourney, to inspire their original Submissions. However, the final Work delivered as part of the Competition must not be solely created using any AI Art Generator. Any video art which is submitted as part of the Submissions must be no more than ten (10) minutes in duration.
9. If a Submission is created by more than one person ("**Collaborators**"), the Submission must be made by all of the Collaborators and each Collaborator must meet all relevant criteria and eligibility requirements for the Submission to qualify for participation in the Competition. Submissions that do not meet all relevant criteria and eligibility requirements – for example, collaborations involving persons residing outside Southeast Asia, India or Greater China – will be assessed on a case-by-case basis and the Organiser has the sole and absolute discretion to determine whether or not to accept such a Submission.
10. All Submissions must be related to the themes defined by the Organiser.
11. The Organiser may in its sole and absolute discretion (but shall not be obliged to) seek verification of any Artist's eligibility to enter the Competition and/or require that such Artist provide further high quality images of their Concept Proposals. In such an event, the Artist shall take all such steps and provide all such information and/or documents as may be required by the Organiser.
12. By completing and submitting the Submission Form, the Artist represents and warrants that all information supplied to the Organiser is truthful, accurate, and not misleading or otherwise incomplete. Where the Organiser determines in its sole and absolute discretion that such representation and warranty has been breached or there is a risk that the Artist has brought or will bring the Competition and/or the Organiser into disrepute, the Organiser shall be entitled (but not obliged) to take such steps as the Organiser deems fit, including without limitation to disqualify the Artist from the Competition.
13. The Artist shall not, without the prior written consent of the Organiser, make, or permit any person to make, any announcement, communication or circular, be it verbal, written or howsoever broadcasted on any platform (including without limitation social media), in relation to the Competition, including without limitation its existence, subject matter, results, terms and conditions, the wider transactions contemplated by it, and/or the

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relationship between the parties, save where such information is already in the public domain. Any breach by the Artist of the terms of this paragraph shall be treated as a breach of confidentiality and a material breach of the Terms and Conditions, upon which the Organiser shall be entitled (but not obliged) to take such steps as the Organiser deems fit, including without limitation to disqualify the Artist from the Competition.

## TIMELINE

14. The Competition shall open at 7.00am on Wednesday, 19th October 2022 and shall close at 11.59pm on Sunday, 27th November 2022, Singapore time (“**Closing Date**”). Submissions received after the Closing Date shall not be considered for entry under any circumstances. The Organiser reserves the right, in its sole and absolute discretion, to extend the Closing Date and any such extended date shall be the new Closing Date for purposes of these Terms and Conditions.
15. The Organiser shall endeavour to notify the Selected Artists of their selection and provide the Selected Artists with full programme details and the relevant dates on or shortly after Monday, 6th March 2023 or such other date as the Organiser may deem appropriate.

## SUBMISSION CRITERIA AND PROCESS

16. To enter the Competition, all Artists shall complete the Submission Form and follow all directions therein. Each Artist shall submit their personal details and their online portfolio in the first round. The Artists will then be shortlisted against criteria set by the Organiser. If selected for the next round, the Artist shall be invited to submit their concept proposal for the Competition (“**Concept Proposal**”). The Selected Artists shall be chosen on the strength of their individual Concept Proposal against criteria set by the Organiser. Each Selected Artist will then work with mentors chosen by the Organiser to develop their Concept Proposal into digital artworks (the “**Work(s)**”) that will later be exhibited at a virtual showcase to be confirmed by the Organiser in the second half of 2023.
17. A third party (e.g. gallery, agent or other representative) may submit an application on behalf of an Artist in the first round, subject to the third party confirming that:
  - i. the third party is duly authorised by the Artist to submit the application on the Artist’s behalf;
  - ii. the third party had procured all necessary consents from, and is duly authorised by, the Artist to provide information relating to the Artist (including without limitation the Artist’s personal data and portfolio) to the Organiser and to provide consent on the Artist’s behalf for the Organiser to collect, use, process and/or disclose such information provided (including without limitation the Artist’s personal data and portfolio)
  - iii. the third party had taken all necessary steps to ensure the accuracy and completeness of all information provided to the Organiser;
  - iv. the third party and Artist both agree to and accept the Terms and Conditions; and
  - v. without prejudice to or limiting the generality of any other provision in the Terms and Conditions, the third party and Artist both agree to indemnify

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the Organiser against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Organiser arising out of or in connection with any claim made against the Organiser in relation to the Competition and/or any act or omission of the third party and/or Artist, including without limitation any claim for any actual or alleged infringement of any party's intellectual property or other rights arising from the submitted application.

For the avoidance of doubt, where a third party submits an application on behalf of an Artist, references to '**Artist**' herein shall be construed as meaning the relevant Artist and such third party.

18. Any Submission that does not comply with the Terms and Conditions will not be admissible. The Organiser shall retain sole and full discretion regarding the admissibility of any given work. Without being exhaustive, the following are examples of inadmissible applications:
  - i. Copies of original works;
  - ii. Works that are in breach of copyright, or considered by the Organiser in its sole and absolute discretion to create or lead to a risk of infringing upon a copyright;
  - iii. Works that have been previously exhibited, whether in previous versions of the Competition (or its equivalent) or elsewhere;
  - iv. Works that are considered by the Organiser in its sole and absolute discretion to be or likely to be in breach or contravention of any applicable laws and regulations, including without limitation the Maintenance of Religious Harmony Act 1990 in Singapore;
  - v. Works that are considered by the Organiser in its sole and absolute discretion to be offensive or obscene in nature, or derogatory, discriminatory or defamatory of any person or group of persons; and/or
  - vi. Works that are considered by the Organiser in its sole and absolute discretion to undermine the authority or legitimacy of the Singapore government and public institutions or threaten the nation's security or stability.
19. In addition, and without prejudice to any other provision in the Terms and Conditions, the Organiser reserves the right in its sole and absolute discretion to disqualify an Artist if:
  - i. the Artist cannot be contacted; or
  - ii. the Artist does not respond within 48 hours of being contacted by the Organiser.

## JUDGES & JUDGING CRITERIA

20. The judges shall be appointed by the Organiser in such number and based on such qualification as the Organiser deems fit in its sole and absolute discretion. The judges' decision shall be final and no correspondence, discussion or objection in this regard will be entertained. All works will be judged anonymously and there will be no segregation by country, genre or style etc.

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21. The judges will review the Submissions based on (i) relevance to the themes specified on the Julius Baer Website, (ii) artistic excellence and innovation, (iii) integration of digital methods and components, (iv) synergy between technology and the arts, and such other criteria as may be applied by the Organiser in its sole and absolute discretion.

## CREATION AND MENTORING PHASE

22. Once the Selected Artists have been notified in writing that they have been successfully selected, the Selected Artists shall commence the creation of their Works. During this phase, the Selected Artists will be required to attend virtual mentoring sessions with appointed mentors as well as other ad hoc virtual workshops. Selected Artists must attend all virtual mentoring sessions and ad hoc virtual workshops scheduled by the Organiser. If the Selected Artists are not available on any of the specific dates, they must notify the Organiser in writing at least 15 days before the session so that necessary arrangements can be made.

## PRIZES

23. The Selected Artists shall be notified by email and the results of the Competition shall be published in such manner and via such modes as the Organiser deems appropriate in its sole and absolute discretion, which may include without limitation press releases and/or publication on the relevant websites (including the Julius Baer Website and [www.meshminds.com/nextgenerationartprize](http://www.meshminds.com/nextgenerationartprize) (the “**MeshMinds Website**”)).
24. Any prize money awarded to each Selected Artist is paid gross of all taxes and charges. A total prize money of USD 60,000 (i.e. USD 10,000 for each Selected Artist) will be awarded. Subject to the Organiser being satisfied in its sole and absolute discretion that the Selected Artist has fulfilled its obligations under the Terms and Conditions (including without limitation completing the Work in accordance with the relevant criteria and timeframe) and such other condition and/or requirement as may be implemented by the Organiser, a sum of USD 10,000 will be paid to the Selected Artist in two tranches: (i) 50% on such date as the Organiser deems appropriate after the Selected Artist has been notified in writing of its selection as a winner of the Competition, and (ii) 50% on such date as the Organiser deems appropriate after the Selected Artist is regarded by the Organiser to have properly completed and submitted the Work. The aforesaid payments will be transferred by the Organiser to The MeshMinds Foundation Ltd. (or any of its affiliates including MeshMinds Pte. Ltd.), which will then pay the same to the Selected Artist. The Organiser shall be deemed to have fulfilled all its obligations, and shall have no further obligation, with respect to the payment of the prize money to any Selected Artist once such payment has been transferred by the Organiser to The MeshMinds Foundation Ltd. (or any of its affiliates including MeshMinds Pte. Ltd.). If, at any time, a Selected Artist is considered by the Organiser in its sole and absolute discretion to have breached any of its obligations under the Terms and Conditions (including without limitation failing to complete the Work in accordance with the relevant criteria and timeframe), then in addition and without prejudice to any other rights the Organiser may have, the Organiser shall be entitled (but is not obliged) to take such steps as the Organiser deems necessary to recover any and all monies which have been paid to the Selected Artist.

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25. Notwithstanding the above, the prize quantum, composition and timelines for payment of the prize money remain subject to change at any time by the Organiser in its sole and absolute discretion.
26. It is the sole responsibility of each Selected Artist to comply with all applicable tax laws, regulations and/or requirements (including without limitation reporting requirements) with respect to their winnings from the Competition. The Selected Artists shall be wholly liable for any taxes payable and shall fully indemnify and hold the Organiser harmless from all claims relating to such taxes and charges. The Organiser shall in no circumstances be liable for any taxes payable on such awards.

## EXHIBITION

27. The Organiser reserves the right to exhibit any artworks of the Selected Artists virtually and physically ("**Exhibition**").
28. The Selected Artists will be consulted in relation to the exhibition of their artworks and notified of such an event. During the period of the Exhibition, each Selected Artist agrees that the Organiser shall, in consultation with the Selected Artist, determine the installation and/or presentation of the relevant artwork, with the Organiser having the final decision (which the Selected Artists agree to be bound by).
29. All Selected Artists will have to enter into an additional agreement for the Exhibition. For avoidance of doubt, the Organiser is not obliged to exhibit any of the Works, whether virtually or physically.

## OWNERSHIP OF ARTWORKS AND INTELLECTUAL PROPERTY RIGHTS

30. Ownership of all Submissions will remain with their respective owners. Each Artist (including Selected Artist) agrees to provide the Organiser a worldwide, non-exclusive, royalty-free, perpetual licence (with the right to grant sub-licences) to reproduce, exhibit, use, copy, modify, distribute and/or reference the whole or any part of any of the Submissions for any purpose whatsoever and in any media, medium or format, whether or not currently invented.
31. Without prejudice to or limiting the generality of the foregoing, the Selected Artists further agree to assign to the Organiser the right to reproduce their Concept Proposals and/or Works in any format and/or medium whatsoever for use in the press (including online websites), television, publicity, print and not-for-sale corporate materials including but not limited to brochures, calendars, catalogues and greeting cards, for any purpose whatsoever. Images used will be credited with "Courtesy of [The Artist Name]." The Organiser will endeavour not to sell, edit, license, rent or otherwise use or commercially exploit any of the Concept Proposals and/or Works in any way that violates any of the rights of Selected Artists. The Organiser will endeavour to comply with the lawful and reasonable directions of Selected Artists which have been notified in advance to the Organiser in writing in relation to the form and manner of the use of the Concept Proposals and/or Works or any part thereof. The Organiser will endeavour not to use any other material in connection with the Concept Proposals and/or Works without the approval of Selected Artists, whose approval should not be unreasonably

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withheld. The Organiser reserves the right to withdraw the Works at any time without prior notification or disclosing any reason for doing so.

32. All Submissions must not violate any applicable laws and/or regulations including without limitation any intellectual property rights of any person or entity.
33. By submitting an entry to the Competition, each Artist confirms, represents and warrants that all Submissions are (i) entirely of that Artist's own creation, (ii) do not in any way infringe or violate any intellectual property rights (including without limitation patents, copyrights, trademarks, visual materials in whatever form, sound recordings, any copyright protectable work, designs, trade or services marks, database rights, rights in know-how, rights protecting goodwill and reputation, moral rights or other similar rights in any country, image rights of any third party, rights of privacy/publicity, in each case whether or not registered, and any applications for registration of any of the foregoing, and all rights to apply to register any of the foregoing) or any other rights of any person or entity, and (iii) do not contain any libellous or scandalous material. Without prejudice to anything aforesaid:
  - (a) Each Selected Artist represents and warrants that the Selected Artist is the sole and exclusive owner of all rights, title, and interest in and to their Concept Proposals and Works, no other person or entity has any rights (as an owner, licensee, or otherwise) in or to the Concept Proposals and Works, and the Selected Artist has obtained assignments from and waivers of moral rights from any other person or entity who may have been involved in the creation of the Concept Proposals and/or Works or otherwise may have a claim of ownership or rights in or to the Concept Proposals and/or Works; and
  - (b) Subject to sub-paragraph (a) directly above, if the content of any other Submissions contains any material or elements that are not owned by the Artist and/or which are subject to the rights of third parties, and/or if any persons appear in the content of such Submissions, the Artist is solely responsible for obtaining and confirms that the Artist has duly obtained, prior to submitting the content of the Submissions, any and all releases and consents necessary to permit the exhibition and use of the content of the Submissions by the Organiser without additional compensation.If it is discovered that any of the representations, confirmations and/or warranties in this paragraph are inaccurate, untrue and/or breached, the Organiser shall be entitled (but not obliged) to take such necessary steps as it deems appropriate, including without limitation to disqualify the relevant Submission and/or Artist from the Competition.
34. The Organiser will not be responsible or liable for any copyright fee(s) incurred if the Artist fails to guarantee copyright ownership of his/her Submission.
35. Without prejudice to or limiting the generality of any other provision of the Terms and Conditions, each Artist agrees to fully indemnify the Organiser against any action, cost, loss and/or claims for damages which the Organiser may incur or suffer arising from or in connection with any breach or infringement of intellectual property rights by the Artist, including without limitation any action by and/or claims from any third party intellectual property rights owner.
36. Nothing in the Terms and Conditions shall be construed as the Organiser granting any Artist or other person(s) any licence under the Organiser's intellectual property rights (including without limitation the Organiser's trademarks, trade names, and copyright in



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any images, publications and/or other materials produced by, or on behalf of, the Organiser and distributed or made available to the Artist in connection with the Competition), which may only be used by such person(s) with the Organiser's prior written consent.

## Personal Data

37. Each Artist hereby consents to the collection, use and/or disclosure of his/her Personal Data in accordance with the Organiser's privacy policy at <https://www.juliusbaer.com/en/legal/client-data-privacy-policy/> and for the purposes ("**Purposes**") of the Competition, including without limitation:
- i. to verify the Artist's identity;
  - ii. to communicate with the Artist in connection with the Competition;
  - iii. for purposes of publicising and/or marketing the Competition;
  - iv. to process and respond to enquiries;
  - v. to administer the Competition;
  - vi. for the purposes of the sale of any artwork, if applicable; and
  - vii. such other purposes as may be required in connection with the Competition.
38. Each Artist further consents to the disclosure of his/her Personal Data to, and the collection and use of such Personal Data by, the Organiser, The MeshMinds Foundation Ltd., , any of their respective affiliates (including MeshMinds Pte. Ltd.), related parties, entities, employees, directors, officers, agents and/or shareholders, any service providers engaged by the Organiser (including without limitation any person(s) appointed as judges, mentors or advisory board members for the Competition) and/or any other third parties for the Purposes.
39. Each Artist acknowledges and agrees that the Organiser and/or persons authorised by the Organiser may film, photograph and/or make other forms of recording of (i) any of the Submissions; (ii) the Artist at any time, including when such Artist is present at and/or participating in events, including without limitation any Exhibition (collectively, the "**Events**"), organised in connection with the Competition; and/or (iii) all Events (collectively, the "**Recording**"). Between the Organiser and Artist, the copyright and any and all other intellectual property rights, title and interest in the Recording shall vest solely in the Organiser who shall be entitled to deal with all or any part of the Recording in such ways as the Organiser, in its sole and absolute discretion, sees fit. The Organiser shall have no obligation to acknowledge the Artist in any material in which all or any part of the Recording is included.
40. In addition, and without prejudice to or limiting the generality of any other provisions of the Terms and Conditions:
- (a) each Artist agrees to allow the Organiser to (without any remuneration) use, represent, and reproduce their Personal Data and details (including without limitation their name, image and/or biography), Submissions and words for any purpose in connection with the Competition and/or the Organiser (including, without limitation, in conjunction with any Submission, Events, prize materials and/or Recording) by all means, in any kind of medium and format and in any territory; and
  - (b) the Organiser reserves the right to use the Recording for broadcast, streaming, promotional and reproduction purposes via any channel or format, fully and without



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any restrictions as to geographical area, time or content, without compensation to the Artist and without the Artist's consent.

## **Risks Associated with Electronic Transmissions**

41. Each Artist acknowledges that he/she is fully aware of the risks involved in the use of electronic transmission (including without limitation the submission of information, artwork and/or files online for purposes of the Competition) which may include errors in transmission, mutilation, interruption or delay in transmission, technical defect, data corruption, viruses, power failure, breakdown of telecommunication networks, fraud, forgery, misunderstanding, unintended disclosure or unauthorised interception or manipulation or fraud or forgery of third parties. The Artist agrees that he/she shall solely bear all such risks involved in the use of electronic transmission and hereby discharges and releases the Organiser from any liability howsoever or whatsoever arising in connection therewith.
42. Without prejudice to or limiting the generality of the foregoing:
  - (a) the Organiser assumes no responsibility or liability relating to any: (i) technical issues, system or software failures experienced by any person in submitting any information and/or documents (including without limitation any Submissions) via the relevant websites (including without limitation the Julius Baer Website and/or MeshMinds Website); (ii) user errors; (iii) late, lost, delayed, damaged, misdirected, incomplete or unintelligible Submissions; and/or (iv) any interruptions of service in relation to the relevant website (including without limitation the Julius Baer Website and/or the MeshMinds Website), and each Artist agrees and acknowledges that proof of sending will not be accepted as proof of receipt;
  - (b) the Organiser reserves the right to temporarily suspend or procure the temporary suspension of the operation of any relevant websites (including the Julius Baer Website and/or the MeshMinds Website) without prior notice in the case of system failure, maintenance or repair or for any other reason beyond its control; and
  - (c) the Organiser makes no promises or warranties (either express or implied) that the use of the relevant websites (including without limitation the Julius Baer Website and the MeshMinds Website) in connection with the Competition will be uninterrupted, error-free or fit for any particular purpose.
43. All information provided as part of the relevant websites (including without limitation the Julius Baer Website and the MeshMinds Website) and/or in any publications, documents and/or other materials produced by, or on behalf of, Organiser and distributed or made available to any Artist in connection with the Competition is intended to be general in nature. The Organiser accepts no liability for any loss or damage arising from the use of or reliance on such information by any Artist or any other persons(s).

## **Other Terms and Conditions**

44. The Organiser's decision on any dispute and any matters relating to the Competition shall be final without having to disclose any reason for such decision and no correspondence, discussion or objection in this regard will be entertained. The Artists agree not to challenge or seek any form of recourse against the Organiser in relation to any of its decisions.

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45. The Organiser may at its sole and absolute discretion disqualify an Artist from the Competition where the Artist breaches or shows a disregard for the Terms and Conditions or acts in any unsporting or disruptive manner. If, at any time, an Artist is disqualified or cannot be traced or contacted by the Organiser, that Artist will forego the right to progress and/or participate in the Competition. If such Artist is a Selected Artist, the Organiser may, in its sole and absolute discretion, arrange for a replacement Artist to be selected.
46. Without prejudice to any other provision in the Terms and Conditions, the Organiser shall not be liable to any Artist or any other person(s) for any loss (including without limitation, any indirect, economic or consequential loss as well as any loss of profits, business, contracts, use and/or reputation) arising out of or in connection with the Competition. The Artist shall fully indemnify, hold harmless and defend the Organiser, its directors, officers, employees, agents, related parties, and affiliates from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorney's fees and costs) arising out of or in connection with the Competition and/or any act or omission of the Artist.
47. Any information/materials posted on or submitted through the Julius Baer Website by the Artist will be subject to the Organiser's review. The Organiser may, at its sole and absolute discretion and without prior notice, at any time filter, revise, remove or otherwise block any information/materials submitted via Julius Baer Website.
48. For the avoidance of doubt, all times mentioned herein and in the materials relating to the Competition are based on Singapore Time (GMT+8). All correspondence throughout the Competition must be in the English language.
49. In the event of any inconsistency between the Terms and Conditions and any information, publications and/or other materials produced by, or on behalf of, Organiser and/or distributed or made available to Artist in connection with the Competition, the Terms and Conditions shall prevail to the extent of such inconsistency.
50. Save for the agreement between the Organiser and each Artist for the provision of the Competition as set out herein, participation in the Competition shall in no event be considered or construed as giving rise to any contractual relations with the Organiser and, in particular, shall not give rise to any employment relationship.
51. If any provision of the Terms and Conditions is declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions contained in these Terms and Conditions will be not affected or impaired in any way.
52. A person who is not a party to the Terms and Conditions shall have no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any provision of the Terms and Conditions except and to the extent (if any) where the Terms and Conditions expressly provides that such third parties have the rights to enforce the Terms and Conditions.
53. The Terms and Conditions shall be governed by the laws of Singapore and each Artist irrevocably submits to the non-exclusive jurisdiction of the courts of Singapore.