

#### **Car Park Terms and Conditions**

### General

- By entering, leaving or using any of the car parks at Changi Airport and Jewel Changi Airport (each referred to hereinafter as the "Car Park"), whether or not you are operating a vehicle in the Car Park, you agree to be bound by these Terms and Conditions ("Conditions") and our Privacy Policy (available at <a href="https://www.changiairport.com/en/privacy-policy.html">https://www.changiairport.com/en/privacy-policy.html</a>), which together constitute a binding agreement governing use of the Car Park between you and Changi Airport Group (Singapore) Pte. Ltd. ("CAG").
- 2. If you do not accept these Conditions, please leave the Car Park immediately. If you do not leave the Car Park within ten (10) minutes, you are deemed to have accepted these Conditions.
- 3. In these Conditions, references to:
  - (a) 'we', 'us' and 'our' mean Changi Airport Group (Singapore) Pte Ltd, Wilson Parking (S) Pte Ltd, their respective employees, agents, guests or independent contractors as the context requires.
- 4. These Conditions are governed by the laws of the Republic of Singapore. You hereby agree to submit to the non-exclusive jurisdiction of the Singapore courts for any dispute arising out of or in connection with these Conditions or the use of the Car Park.
- 5. CAG provides the Car Park for use "as is" and makes no warranty or representation, express or implied, of any kind with respect to the Car Park including its suitability for any purpose. You enter and use the Car Park at your own risk.
- 6. While in the Car Park you must comply with all signs and all reasonable directions and requests made by us. Without limiting the generality of the foregoing, (i) all vehicles brought into the Car Park, including motorcycles, are to be parked in designated parking lots only, and (ii) in the event of official functions, CAG may reserve the entire Car Park or certain parking lots at its discretion, and all vehicles in such reserved Car Parks or parking lots must be removed after reasonable notice has been given to the owner / operator of the vehicle.
- 7. We may in our absolute discretion refuse entry to the Car Park to any vehicle or person.

### **Exclusion and Indemnity**

- 8. To the fullest extent allowed by the law:
  - (i) We shall not be liable in contract, tort (including negligence) or otherwise for any (i) direct loss, (ii) indirect or consequential loss, (iii) damage, (iv) cost and expense or (v) loss of profits, suffered by you from or in connection with your use of the Car Park and any equipment, fixture and /or fitting therein; and
  - (ii) You agree to indemnify and hold CAG, its officers, employees, agents and contractors harmless against all damages, losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties, administrative fines imposed upon us by the Civil Aviation Authority of Singapore, its successors or any government agency), legal costs (calculated on a full indemnity basis and including solicitor and client costs), expenses and liabilities suffered or incurred by CAG, its officers, employees, agents or contractors arising out of or in connection with any claims, suits or proceedings brought against CAG, its officers, employees, agents or contractors by third parties arising out of or in connection with a breach of the Conditions or your acts, failures, omissions and defaults in relation to the use of the Car Park.

# Parking Fees

- 9. If you bring a vehicle into the Car Park ("**Vehicle**"), you agree to pay the applicable parking fee for the Vehicle set by us from time to time.
- 10. You agree that we shall have the right to immobilise your Vehicle, through such means including using a wheel clamp or similar device on your Vehicle, if you have been involved in the evasion of parking fees (eg, tailgating, tempering of In-Vehicle Unit, or creating a false exit), and you are liable to pay us liquidated damages of Forty-Three Dollars and Sixty Cents (\$43.60) (inclusive of Singapore Goods and Services Tax ("GST")) for motorcycles or One Hundred and Sixty-Three Dollars and Fifty Cents (\$163.50) (inclusive of GST) for other types of motor vehicles for the release of any such immobilisation device.
- 11. We reserve the right to prevent your Vehicle from leaving the Car Park until all fees associated with the Vehicle, its owner and/or its operator (including for past usage of the Car Park) are paid.
- 12. Without prejudice to the generality of clause 8, to the fullest extent permitted by law, we are not liable for any injury, damage or loss which may result from us preventing the Vehicle from leaving the Car Park, nor for the delivery up of your Vehicle to any person.
- 13. We have a general lien over, and the right to retain possession of your Vehicle as a security for any money which is owed to us by you and/or the owner of the Vehicle.

14. If you fail to pay the applicable parking fee or any other sum of money due to us ("**Debt**"), you agree and are deemed to have authorised us to (i) sell your vehicle after the 30th calendar day from the date the Debt first accrued, and (ii) recover from the proceeds of sale of the Vehicle the Debt as well as any costs incurred by us in administering these Conditions against you. In selling the Vehicle, we may proceed in such manner as we think fit in our absolute discretion and we are not obliged to obtain the best price.

## Remedies available to CAG

- 15. You agree that should any one or more of the following occur, namely:
  - (a) you do not produce to us, when requested by us, your proof of payment of the parking fees;
  - (b) you cause any obstruction within or around the Car Park whether intentionally or otherwise;
  - (c) you have parked your Vehicle anywhere that we designate as a no-parking or reserved area;
  - (d) you undertake any commercial activities (including but not limited to the sale of merchandise or the distribution of any advertising materials) within the Car Park without our prior written consent; and / or
  - (e) you have used the Car Park other than in accordance with instructions we may give,

then we may at our election do any one or more of the following and you shall be liable to compensate us for all costs and expenses incurred by us in so doing:

- (i) immobilise your Vehicle through such means necessary including without limitation using a wheel clamp or similar device on your Vehicle, in which case you are liable to pay us liquidated damages of Forty-Three Dollars and Sixty Cents (\$43.60) (inclusive of GST) for motorcycles or One Hundred and Sixty-Three Dollars and Fifty Cents (\$163.50) (inclusive of GST) for the release of any such immobilisation device;
- (ii) move your Vehicle to any spot within the Car Park; and / or
- (iii) remove your Vehicle from the Car Park to any spot of our choosing.

### Data

- 16. By using the Car Park and providing your personal data to us, you consent to the collection, use or disclosure of your personal data, in accordance with our Privacy Policy and the Personal Data Protection Act 2012 as updated from time to time, for CAG's reasonable business purposes including without limitation:
  - (a) to properly operate the Car Parks;
  - (b) to ensure compliance with and to enforce these Conditions;
  - (c) to address queries we receive in relation to your use of the Car Park;
  - (d) to protect the safety and security of our staff and property; and/or
  - (e) to comply with applicable laws, regulations, and/or orders of court requiring disclosure of your personal data.

17. Any data or imagery captured by us arising from your use of the Car Park may be used by us for the purposes of ensuring compliance with these Conditions.

### Others

- 18. These Conditions may be varied at any time by us.
- 19. If any of these Conditions shall be deemed invalid, void, or for any reason unenforceable, those Conditions shall be deemed severable and shall not affect the validity and enforceability of any remaining Conditions.