

## TERMS AND CONDITIONS

**PLEASE ENSURE THAT YOU REVIEW ALL OF THE FOLLOWING SECTIONS OF THESE TERMS AND CONDITIONS CAREFULLY WHICH WILL APPLY TOWARD YOUR USE OF OUR WEBSITE.**

By using this Website, you hereby agree to be legally bound by the terms and conditions set out herein. If you do not agree to be legally bound by all the following terms please do not access and/or use this Portal. We reserve the right to amend, vary or change any information in the Website and in these Terms and Conditions without notice. The amended Terms and Conditions will take effect from the time of posting on the Website.

### **1. Definitions**

In these Terms and Conditions, the following definitions apply:

**“Account”** means an account created for use of the Portal, whether for the purposes of making an Application or otherwise;

**“Application”** means an application for the “Adenauer Fellowship for Media & Communications in Asia” which is submitted through the Portal;

**“Community Platform”** means the communication platform provided by KAS through the Portal enabling communication between Fellows, Alumni and KAS whether by private messaging or otherwise;

**“Fellow”** means an individual who has been awarded the “Adenauer Fellowship for Media & Communications in Asia” by KAS;

**“Alumni”** means an individual who was previously awarded the Adenauer Fellowship for Media & Communications in Asia” by KAS ;

**“KAS”** means Konrad-Adenauer-Stiftung Ltd. and its related entities, affiliates and subsidiaries, and "us", "we" or "our" shall have the same meaning assigned;

**“Portal”** means the Adenauer Fellowship for Media & Communication in Asia online portal located at the Website;

**“Submission”** means any information submitted through the Portal and/or provided to KAS, including but not limited to, any information in relation to applications, questions, reviews, comments, and suggestions;

**“Website”** means <http://adenauer.careers/> and includes any area of such website maintained by or on KAS’s behalf.

### **2. Use of the Portal and Community Platform**

2.1 To use the Portal, you are required to set up an account with your name, email address and password, and provide such information as may be reasonably required by us for the processing of an Application.

2.2 You are entirely responsible for any and all activities that occur under the use of your account whether or not actually or expressly authorized by you. In no way shall KAS be liable for any unauthorized use of your account or any breach of security with respect to your account including your password. Further, KAS shall not be liable for any loss that you may incur as a result of someone else using your account, either with or without your knowledge.

- 2.3 You shall not use a false name, e-mail address, pretend to be someone other than yourself or otherwise mislead KAS or third parties as to your identity.
- 2.4 You agree to use the Portal only for lawful purposes, and must not use the Portal and the Community Platform in a way that infringes the rights of, restrict or inhibit anyone else's use and enjoyment of the Portal or that degrades the operational performance of the Website or the Portal. In particular, you must not:
- (a) post or transmit onto the Website or the Portal or to any other users, any unlawful, harassing, abusive, threatening, libelous, defamatory, obscene, indecent, inflammatory, racially or ethnically objectionable, pornographic or profane material, or any material that could infringe any intellectual property rights or is otherwise injurious to third parties or which would constitute or encourage conduct that would be considered a criminal offence, give rise to civil liability, or otherwise violate any law;
  - (b) upload or distribute any files that contain viruses, corrupted files or any other similar computer program that may adversely affect the operational performance of another computer;
  - (c) send "bulk messaging" (i.e. sending messages for business or other commercial purposes) without written permission by KAS;
  - (d) send, create, or reply to so called "mailbombs" (i.e., sending copies of a single message to many users, or sending large or multiple files or messages to a single user with malicious intent) or engage in "spamming" (i.e., sending unsolicited messages for business or other purposes); or
  - (e) modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, scrape, deep-link, transfer, or sell any content, information, software, products, images or services obtained from the Website or the Portal.
- 2.5 If you are in breach, or will be in breach, of any of these Terms and Conditions, we reserve our right to reject your Application, terminate your account, suspend your right to use the Portal and the services provided therein, or to remove or edit content posted by you without giving you a reason and/or without further reference to you.

### **3. Disclaimers**

- 3.1 While every effort has been made to make this Website as complete and as accurate as possible, we do not warrant or represent the accuracy, correctness or completeness of any of the data or information contained in the Website, including those provided by any third parties.
- 3.2 We are not responsible for any errors (including manifest and typographical errors), any interruptions (whether due to any (temporary and/or partial) breakdown), repair, upgrade or maintenance of our Website or otherwise), inaccurate, misleading or untrue information or non-delivery of information.
- 3.3 You acknowledge that your use of our Website and Portal is at your sole risk and discretion. The Portal and all materials, information, products, services, software and other content contained in this Website, or obtained from a linked site is provided "as is" without warranty or conditions of any kind, whether express or implied (including but not limited to, the implied warranties or conditions of merchantability and fitness for a particular purpose,

non-infringement, security or accuracy). You assume total risk and responsibility for your use of the Website, including the submission of any personal information.

- 3.4 We do not warrant or represent that your access to and/or use of the Website or the Portal will be uninterrupted (whether due to any temporary and/or partial breakdown, repair, upgrade or maintenance of our Website or otherwise) or error-free or that any information, data, content, software or other material accessible through the Website or Portal will be free of bugs, viruses, worms, Trojan horses or other harmful components.
- 3.5 We may modify or discontinue the Website including any of the features or services of the Website (including the Portal and the Community Platform) and the information contained therein, at any time, with or without notice to you, without any liability whatsoever to you or any third party.
- 3.6 The materials, information and opinions included and/or expressed in or on public chats, comment sections, community pages, or other forums on the Community Platform are not necessarily those of KAS. KAS does not undertake to monitor or review content posted on the Community Platform, and such content is not the responsibility of KAS. We may remove or modify any content without notice or liability at any time in our sole and absolute discretion. Any use of the Website (including the Portal and the Community Platform) will be at your own risk and will be subject to the disclaimers and limitations on liability set out herein.

#### **4. Intellectual Property**

- 4.1 We are the exclusive owner(s) of all right, title, and interest in and to all intellectual property with respect to the Website and the Portal. The names, images and logos identifying KAS or third parties and their products and/or services are subject to copyright, design rights and trademarks of KAS and/or third parties. Nothing contained in these terms shall be construed as conferring by implication, estoppel or otherwise any license or right to use any trademark, patent, design right or copyright of KAS or any other third party.
- 4.2 By posting or uploading any content to the Community Platform, you specifically grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any intellectual property rights for the content that you share publicly on or in connection with the Community Platform. This License will end once you delete such content or your account except to the extent users who have seen the content saved it. Removed content may persist in backup copies for a reasonable period of time (but will not be available to others).
- 4.3 All information, images, databases and other data collected by this Portal (other than content posted or uploaded to the Community Platform) belongs to KAS.
- 4.4 You may store, print and display the content supplied on the Website solely for your own personal use. You are not permitted to copy, publish, manipulate, post, broadcast, transmit distribute or otherwise reproduce, in any format, any of the content or copies of the content supplied to you or which appears on the Website or the Portal nor may you use any such content, save with the prior written permission of KAS.

#### **5. Indemnity**

- 5.1 You agree to indemnify, defend, hold us harmless from any and all third party claims, liability, damages and/or costs (including but not limited to, legal fees) arising from your use of Website or the Portal, or your breach of these Terms and Conditions.

## **6. Data Protection and Privacy Policy**

- 6.1 We take care to safeguard and protect all your information and privacy. We collect, use and disclose only such information reasonably required to enable us to provide the services as described in our Privacy Policy below, which is hereby expressly incorporated into these Terms and Conditions.
- 6.2 In particular, we may share such of your information to third parties as may be necessary for the purposes of evaluating your Application.
- 6.3 By submitting any personal information to us, you indicate your acceptance of the terms of our Privacy Policy.
- 6.4 For the avoidance of doubt, if we have reasonable grounds to believe that you are in breach of any of the terms of this Agreement, we reserve the right, in our sole and absolute discretion, to cooperate fully with governmental authorities, private investigators, all the rightful owner(s) or interest holder(s) and/or injured third parties in the investigation of any potential or ongoing criminal or civil wrongdoing. Further, we may disclose your identity and contact information, or such other transaction-related data, if requested by a government or law enforcement body, private investigator, rightful owner or interest holder and/or any injured third party or as a result of a subpoena or other legal action, or if we are of the view, in our sole and absolute discretion, that it would be in our best interest to do so. We shall not be liable for damages or results arising from such disclosure, and you agree not to bring action or claim against us for such disclosure.

## **7. Entire Agreement**

These Terms and Conditions shall constitute the entire agreement between you and KAS in relation to the use of the Website and the Portal, and shall replace and supersede all other communications (be it written or oral), discussions, letters and contracts relating to the subject matters hereof.

## **8. Severability**

The provisions of the Terms and Conditions shall be enforceable independently of each other and the validity of each provision shall not be affected if any of the others is invalid. In the event that any provision or any part of a provision of the Terms and Conditions is determined to be or becomes illegal, invalid or unenforceable, the validity and enforceability of the remaining provisions or remaining part of the provision of the Terms and Conditions shall not be affected and, in lieu of such illegal, invalid, or unenforceable provision or part of a provision, there shall be added as part of the Terms and Conditions one or more provisions as similar in terms as may be legally permitted, valid and enforceable under the applicable law.

## **9. Governing Law and Dispute Resolution**

- 9.1 By visiting this Website, you agree that the laws of Singapore, without regard to principles of conflict of laws, will govern our relationship and any dispute of any sort that may arise.
- 9.2 The parties hereby agree to submit to the non-exclusive jurisdiction of the courts of Singapore.

## **PRIVACY POLICY**

The protection of your personal data is of utmost importance to us. We are committed to protecting your personal data in compliance with the Personal Data Protection Act 2012 ("PDPA") of Singapore. This Personal Data Protection Policy ("Policy") sets out the manner in which KAS and its related entities, affiliates and subsidiaries (collectively referred to herein as "KAS", "us", "we" or "our") collects, uses, discloses and manages your personal data in compliance with the PDPA.

By submitting any personal data to us and by using our Services, you consent to us collecting, using and disclosing your personal data in accordance with the terms hereunder.

### **What is "Personal Data"?**

"Personal Data" means data, whether true or not, about an individual who can be identified from that data or from that data and other information to which we have access to. Personal data which you may provide to us include the following:

- (a) Full name;
- (b) Passport number;
- (c) Photograph or video image of an individual;
- (d) Mobile telephone number;
- (e) Personal email address;
- (f) Residential address;
- (g) Information about your use of our Website including cookies and IP address (insofar as you may be identified from such information).

Please note that "business contact information" is not covered by the PDPA and this Policy. "Business contact information" means an individual's name, position name or title, business telephone number, business address, business electronic mail address or business fax number and any other similar information about the individual, not provided by the individual solely for his personal purposes.

### **When do we collect your Personal Data?**

We will only collect your Personal Data where it is reasonable and appropriate to do so in the circumstances. In general, the ways in which we may collect your Personal Data include (but are not limited to the following):

- (a) When you submit an application for a scholarship or bursary;
- (b) When you register on our portal as a visitor, applicant, fellow or alumni;
- (c) When you contact us with queries, requests or feedback;
- (d) When we conduct market research or surveys;
- (e) When you make a request for services through our Website, by email or in any other written form.

By submitting your Personal Data to us, you warrant that all Personal Data submitted to us is complete, accurate, true and correct. Failure to ensure that such data provided to us is complete, accurate, true and correct may result in inability on our part to provide you with the services.

When you visit our Website, we may collect, record or analyse anonymous statistical information such as IP addresses, and number and frequency of visitors. Cookies may be used in the collection of such information. Individuals cannot be identified from such information. By accessing and using our Website, you consent to the storage and use of cookies by us on your devices. You may adjust your internet browser settings to disable cookies, however, doing so may limit your access to the full features offered on our Website.

Our Website may contain links to third-party websites and services that are beyond our control. For example, you may share certain materials on our Website and services with others through social networking services such as Facebook. We are not responsible for the security or privacy of any information collected by these websites or other services operated by third parties. We encourage you to review the privacy policies of such third party websites or service providers. To the fullest extent permitted under applicable laws, we shall not be responsible for a third party's acts, omissions, data policies or their use of cookies nor the content or security of any third party websites, even if linked to our Website.

#### **For what purposes do we collect, use or disclose your personal data?**

In general, the purposes for which we may collect, use or disclose your Personal Data include (but are not limited to the following):

- (a) To provide customer services including responding to your queries and requests and responding to complaints;
- (b) To conduct market research, surveys and interviews;
- (c) To provide you with products and services;
- (d) To comply with legal and regulatory requirements;
- (e) For marketing and promotional purposes;
- (f) To evaluate applications for internships, attachments, scholarships, bursaries or other financial incentives offered by us and to conduct due diligence on applicants.

We will only collect and use your Personal Data with your consent or deemed consent or as otherwise permitted under the PDPA or other applicable laws and regulations, and for purposes which you have consented to.

#### **Who do we share your Personal Data with?**

In the course of providing you with our products and services, your Personal Data may be disclosed to the following third parties for the purposes listed above (which are non-exhaustive):

- (a) agents, contractors or third party service providers who have been engaged by us to provide services such as data processing, training, market research and application evaluation;
- (b) banks, credit card companies and their respective service providers;
- (c) professional advisors engaged by us such as lawyers and auditors;
- (d) relevant government authorities or law enforcement agencies;
- (e) any party to whom you authorise us to disclose your Personal Data.

Your Personal Data may be transferred, stored and/or processed in a country or territory outside Singapore. We will take appropriate steps to ensure that any party in a country or territory outside Singapore to whom we transfer Personal Data is bound by legally enforceable obligations to provide to the transferred Personal Data a standard of protection which is at least comparable to the protection under the PDPA.

#### **How do we manage, protect and store your personal data?**

We have appointed a Data Protection Officer who will oversee and ensure management of Personal Data in accordance with the PDPA. The contact details of our Data Protection Officer are listed below.

##### **(a) Protection**

We take breaches of privacy very seriously and will take all reasonable steps and employ appropriate security measures to ensure that your Personal Data is securely stored and protected against unauthorised access, collection, use, disclosure, copying, modification, disposal or similar risks.

**(b) Accuracy and Correction**

We endeavour to ensure that your Personal Data collected is accurate and complete if the Personal Data is likely to be used by us to make a decision that affects you or is likely to be disclosed by us to another organisation.

To help us maintain the accuracy of your Personal Data, if there is any change or update in your Personal Data, please update your profile accordingly. Alternatively, if you wish to correct any of your Personal Data which we have, please write to our Data Protection Officer at the contact details below, and we will correct or update your Personal Data as soon as reasonably practicable.

**(c) Retention**

We will only retain Personal Data for as long as the retention is required for (i) the purposes for which such Personal Data was collected and (ii) for legal and business purposes.

**What are your rights?**

**(a) Right to withdraw consent**

You may withdraw your consent for the collection, use and disclosure of your Personal Data at any time by giving us reasonable notice. You may withdraw your consent by sending a written request by email or by post to our Data Protection Officer at the address below. Upon receiving your written request, we will inform you of the likely consequences of the withdrawal of your consent, and will cease to collect, use and disclose your Personal Data therefrom, unless otherwise permitted or required by the PDPA or any other applicable laws and regulations.

Please note that if you withdraw your consent to any or all use or disclosure of your Personal Data, depending on the nature of your request, we may not be able to offer or to provide to you our products or services or administer any contractual relationship in place.

**(b) Right of access and correction**

You may request for information regarding your Personal Data that is in our possession or under our control, as well as information about the ways in which your Personal Data has been or may have been disclosed by us within a year before the date of your request.

**Who should you approach?**

If you have any feedback or enquiries relating to your Personal Data or if you wish to know more about our data protection policies and practices, please contact our Data Protection Officer at the following:

Email Address: [fellowship@adenauer.careers](mailto:fellowship@adenauer.careers)

Postal Address: 34 Bukit Pasoh Road, Singapore 089848