Gener8 Media Studio Acceptable Use Guidelines

The Gener8 Media Studio of SIT ("Studio"), including but not limited to the media equipment, facility and other resources available at or accessible via the Studio (collectively referred to as "Facility"), exists to support all SIT student, staff and alumni (herein referred to as "Member") in their creativity and expression within the boundaries of Singapore laws and other applicable laws, rules, regulations and policies. Certain responsibilities accompany this privilege.

The use of the Studio and the Facility, including but not limited to all content generated from the use of the Facility, is strictly for non-commercial purposes only.

Apart from compliance with the laws, rules, regulations and policies of Singapore, any Member who uses online resources (whether available via the Studio, SIT Library’s subscribed online databases or elsewhere) in his/her content production shall also familiarize him/herself with overseas laws, rules, regulations and policies and the license terms of content providers and online resources which may be applicable to them and obtain written consent or licenses from copyright holders, performers, and all other persons as may be necessary for authorization to edit, modify and/or share content/materials included in their productions.

Conditions of Use

1. Exclusion of Liability:

   1.1 To the fullest extent permitted by the law, in no event shall SIT be held responsible or liable in any way for any claims, damages, losses, expenses, costs or liabilities whatsoever (including, without limitation, any direct, indirect or consequential damages, any loss of profits, business interruption or loss of information) arising or resulting directly or indirectly from a Member’s use of the Studio and the Facility or any associated activities and content generated from the use of the Studio and the Facility.

   1.2 SIT shall not be responsible or liable in any way for any claims, damages, losses, expenses, costs or liabilities whatsoever (including, without limitation, any direct, indirect or consequential damages, any loss of profits, business interruption or loss of information) arising or resulting directly or indirectly from a Member’s inability to use the Studio and/or the Facility for whatsoever reason, including but not limited to any delay in supplying, any failure to furnish, or for any limitation, curtailment, rationing, restriction or interruption of service of any electricity, telephone, air-conditioning serving the Studio or the interruption of use of any Facility caused by any intervening event that is not within SIT’s control, including but not limited to fire, accident, riot, strike, labour disputes, acts of war, acts of terrorism, acts of God or government, the execution of any repairs and improvements, or any other causes beyond the control of SIT.

2. Indemnification:

   2.1 Members shall be liable for all claims, liabilities, expense, losses and/or damages arising from, pursuant to or in connection with their application or use of the Studio and the Facility and other associated activities, and all content generated from the use of the Studio and the Facility.
2.2 Members shall indemnify SIT, its staff, officers, faculty, employees or authorized agents against and hold them harmless from any and all claims, liabilities, expenses, losses and/or damages including but not limited to all legal fees and expenses on a full indemnity basis for any action arising from, pursuant to or in connection with their application or use of the Studio and the Facility and other associated activities, and all content generated from the use of the Studio and the Facility, including but not limited to personal injuries or death (unless the same is proved to be the direct result of any negligent act or wilful default of SIT, its staff, officers, faculty, employees or authorized agents), property damage, infringement of intellectual property rights, violation of laws, rules, regulations and policies of Singapore and overseas and breach of license terms of content providers and online resources. Members shall notify SIT as soon as they become aware of such claims or actions.

3. Use of the Studio and the Facility:

3.1 The Studio and the Facility are provided for Members’ use “as is” and SIT disclaims all warranties, express or implied, including but not limited to implied warranties of safety, merchantability and fitness for a particular purpose and non-infringement.

3.2 Members shall maintain the Studio and the Facility in accordance with the provisions of this Policy throughout the duration of their use at each Member’s sole cost and expense.

3.3 Members shall be fully liable for all damage caused to the Studio, the Facility, SIT’s premises and/or other property belonging to SIT that arose out of or in connection with their acts or omissions.

3.4 Members shall not make any temporary or permanent modifications to the Studio and the Facility without the prior written consent of SIT.

3.5 Decorations shall not block or restrict the use of the Studio, exits, or windows and shall not disguise, cover, or interfere with any safety devices, including fire safety equipment, exit signs, sprinkler heads and piping, electrical panels, and fire alarm pull stations. SIT reserves the right and discretion to remove any decorations deemed inappropriate without prior notification to the Member.

3.6 Members shall not permit any waste upon or to the Studio and the Facility or engage in any activity that is unlawful or that constitutes a nuisance or that disturbs the quiet enjoyment of students, employees or invitees of SIT or adjacent properties, including creating sound levels equal to or exceeding 85 Db measured at the adjacent facility line.

3.7 Member shall use and occupy the Studio and the Facility in accordance with all applicable laws, rules, regulations and policies of Singapore and SIT’s policies, regulations, rules, and practices.

3.8 Members acknowledge that SIT has no duty to and will not provide supervision of the use of the Studio and the Facility. Members shall observe, and cause their invitees to observe, all safety rules for the Studio and the Facility.
3.9 On or before the expiry of the permitted duration of use, Members shall return the Studio and the Facility to SIT in its original state. Members shall be fully liable for any damage caused to the Studio and the Facility and/or other property belonging to SIT that arises out of or in connection with their acts or omissions. SIT reserves the right to charge the Member any costs of repair, restoration, rectification and/or replacement of the Studio and the Facility. Such costs as determined by SIT shall be final and binding on the Member.

3.10 In the event of breach or contravention of any of the provisions of this Policy, SIT shall have the right to ask the Member and his/her invitees to vacate the Studio or return the Facility immediately.

4. Compliance of laws, regulations, policies, license terms etc.

4.1 It is the responsibility of each Member to familiarise him/herself with and avoid violating any prevailing laws, rules, regulations and policies of Singapore, including but not limited to:
   - Broadcasting Act (Cap 28)
   - Copyright Act (Cap 63)
   - IMDA’s Content Code for over-the-top, video-on-demand and niche services
   - Personal Data Protection Act 2012 (PDPA)

4.2 Apart from compliance with the laws, rules, regulations and policies of Singapore, any Member who uses online resources (whether available via the Studio, SIT Library’s subscribed online databases or elsewhere) in his/her content production shall also familiarize him/herself with overseas laws, rules, regulations and policies which may be applicable to them, including but not limited to:
   - Fair Use and Fair Dealing Policies
   - The license terms of content providers and online resources.

5. Copyright Fees, Royalties, & Other Licenses:

5.1 Members who use the Studio and the Facility to produce content shall obtain written consent or licenses from copyright holders, performers, and all other persons as may be necessary for authorization to edit, modify and/or share content/materials included in their productions. Members shall be fully responsible for any fees, royalties and licenses in connection therewith.

5.2 Members may be required to purchase the appropriate license before conducting any movie screening inside the Studio for public viewing.