

Terms and Conditions of the Asia Toy and Play Association

1. Membership Approval

- All membership applications are subject to the approval of the Asia Toy and Play Association (ATPA) management. ATPA reserves the right to accept or reject any application at its discretion.
- Membership applies to the approved member company or organisation and may not be transferred to another legal entity without ATPA's prior approval.

2. Membership Fees

- Upon approval of a membership application, an invoice will be issued to the member. Invoices are payable upon receipt, and payment should be made via bank transfer or credit card, where available or explicitly requested.
- Payments must be made net of any bank charges, transfer fees, withholding taxes or other related charges.
- Membership fees are non-refundable, including in cases of early termination or resignation from ATPA.

3. Membership Renewal

- ATPA membership is valid for one year and is renewed annually.
- Membership will automatically renew unless written notice of cancellation is provided at least one month before the end of ATPA's financial year on 31 March.
- ATPA reserves the right to review and revise membership fees annually. Any changes will be communicated to members in advance of the relevant renewal period.

4. Commitment to ATPA Values

- By joining ATPA, members agree to support ATPA's core values and objectives, including the promotion of Toy safety and quality, sustainability, the value of play, responsible business practices and the development of the Toy industry across the Asia-Pacific region.
- Members are expected to conduct themselves professionally and respectfully when participating in ATPA meetings, events, working groups and other activities.

5. Data Protection

- ATPA will process personal data in accordance with applicable data protection and privacy laws.
- Personal data may be used for the administration of membership, delivery of member services, organisation of ATPA activities and events, communications, industry and regulatory updates, and other activities connected with ATPA's objectives.

- ATPA may use third-party service providers, digital platforms and technology-enabled tools to support its operations. Where personal data is processed through such services, ATPA will take reasonable steps to ensure appropriate data protection and security safeguards are in place.
- Members may contact ATPA to request access to, correction or updating of their personal information, or to withdraw consent for marketing communications, subject to applicable law.

6. Confidentiality

- Members agree that information shared through ATPA meetings, working groups, communications, reports, events or other activities that is identified as confidential, or that would reasonably be understood to be confidential, must be treated accordingly.
- Confidential information must not be disclosed, shared or used for purposes outside ATPA-related activities without the prior consent of ATPA or the party that provided the information.
- Members must not input, upload or disclose ATPA confidential information, or confidential information received from another member through ATPA activities, into external artificial intelligence systems or other third-party digital services unless authorised to do so and appropriate confidentiality and data protection safeguards are in place.
- Confidentiality obligations do not apply to information that is publicly available, independently developed, or lawfully received from a third party without confidentiality restrictions.

7. Artificial Intelligence and Digital Tools

- ATPA may use artificial intelligence (AI), automated systems and other digital tools in connection with its research, publications, regulatory monitoring, member services, communications and other activities.
- ATPA will seek to use such technologies responsibly and in accordance with applicable laws, regulations and recognised good practices.
- Information generated or assisted by AI or automated tools and provided through ATPA services is intended to support members and should not be regarded as legal, regulatory, financial or other professional advice. ATPA will take reasonable steps to review and verify information where appropriate, but members remain responsible for assessing information before relying on it for business, legal, regulatory or compliance decisions.
- Members must not attempt to circumvent security controls, gain unauthorised access, interfere with the operation of ATPA digital services, or use such services in a manner that could compromise ATPA, its members or third parties.
- ATPA reserves the right to restrict or suspend access to its digital or AI-enabled services in cases of misuse or where necessary to protect ATPA, its members or its systems.

8. Intellectual Property and Use of ATPA Materials

- Unless otherwise stated, ATPA publications, reports, presentations, databases, dashboards, digital content, tools, training materials and other materials made available to members remain the intellectual property of ATPA or the relevant rights holder.
- Members may use ATPA materials internally within their organisation for legitimate business purposes, unless otherwise indicated.
- ATPA materials may not be reproduced, published, distributed externally, sold, commercially exploited or materially modified without ATPA's prior written consent.
- ATPA materials, publications, databases or other proprietary content may not be systematically extracted or used to train, fine-tune, develop or commercially operate an AI model, database, digital service or similar product without ATPA's prior written consent.
- ATPA's name, logo and branding may not be used in a manner that suggests ATPA's endorsement of a company, product, service, position or activity without prior written approval.

9. Competition Law Compliance

- ATPA is committed to compliance with all applicable competition and antitrust laws. Members must comply with these laws when participating in ATPA meetings, working groups, events and other activities.
- Members must not engage in discussions, exchanges or agreements through ATPA that may improperly:
 - fix or coordinate prices, discounts or terms of trade;
 - allocate markets, territories or customers;
 - restrict production, capacity or supply;
 - coordinate boycotts of competitors, suppliers or customers; or
 - share competitively sensitive information, including non-public information relating to pricing, costs, margins, customers, sales strategies or future commercial plans.
- Members should immediately raise any concern if they believe that an ATPA discussion or activity may give rise to competition law issues.

10. Termination of Membership

- ATPA reserves the right to suspend or terminate membership where a member materially breaches these Terms and Conditions, ATPA's values or applicable rules; breaches confidentiality obligations; misuses ATPA materials or digital services; engages in conduct that may expose ATPA or its members to legal or reputational risk; or fails to pay membership fees when due.
- Termination or resignation from ATPA does not entitle a member to a refund of membership fees already paid.
- Confidentiality, intellectual property and other obligations that by their nature are intended to continue after termination will remain in effect following the end of membership.

11. Changes to Terms and Conditions

- ATPA may revise or amend these Terms and Conditions from time to time to reflect changes in its activities, services, technologies, legal requirements or operating environment.
- Members will be informed of significant changes. Continued membership following the effective date of revised Terms and Conditions constitutes acceptance of those changes.

12. Governing Law

- These Terms and Conditions and ATPA membership are governed by the laws of Singapore.
- Any dispute arising from or relating to ATPA membership or these Terms and Conditions will be subject to the jurisdiction of the courts of Singapore.

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