# **General Terms and Conditions**

 Marina Bay Sands Pte Ltd ("MBS") is the organiser of the Marquee Singapore: Marquee 5th Anniversary Giveaway 2024 (APR) ("Giveaway"). This Giveaway is in no way sponsored, endorsed, or administered by, or associated with Little Red Book. By participating in this Giveaway, you agree to release Little Red Book from any responsibility and agree to their terms of use.

**Terms.** The terms and conditions herein ("**General T&Cs**"), and any other applicable specific terms and conditions relevant to this Giveaway, including the terms and conditions of any gift, voucher, coupon or any other item which the participant may receive in connection with this Giveaway ("**Other T&Cs**"), together with any amendments as may be made from time to time, shall form a legal agreement between MBS and you. By participating in this Giveaway, you confirm that you have read, understood, and agree to be bound by the General T&Cs and Other T&Cs (collectively, the "**Rules**"). In the event of any conflict or inconsistency between these General T&Cs and the Other T&Cs, the Other T&Cs will prevail followed by the General T&Cs.

#### 2. Eligibility and Participation.

- a. MBS reserves the absolute discretion to determine the eligibility of any participant who is eligible to participate in the Giveaway. Such determination is final and conclusive, and MBS is not obliged to give any reason for excluding or disqualifying anyone from participating in the Giveaway. No correspondence in relation to MBS's determination will be entertained. By participating in the Giveaway, participants will be deemed to have read, understood and agreed to be bound by these rules and any other requirements set out in any related promotional material and all amendments, additions, replacements, modifications as may be made from time to time. Participants who fail to comply with any of the Rules will have their eligibility forfeited.
- b. To be eligible to participate in this Giveaway, you must:
  - i. Agree and comply with the Rules;
  - ii. Be eighteen (18) years of age or older;
  - Be physically located in Singapore to attend the resident night (selected as described in Clause 4(a) below) at Marquee Singapore during the time period from April 2024 to May 2024. (the "Event");
  - iv. Complete all of the following during the Entry Period (as defined below):
    - a) In the giveaway post published on Marina Bay Sands Little Red Book on 26 March 2024 (the "Giveaway Post"), participants are to like the post and comment in the comments section their most memorable experience at Marquee Singapore.
    - b) The most creative entry will be deemed the winner of the giveaway.
  - v. Each eligible participant is limited to one (1) Entry (being the first throughout the Entry Period. Subsequent Entries from the same participant will not be considered);
  - vi. Not fall within any of the following categories of persons: (a) advertising agencies (and affiliates) of MBS; (b) permanent, contract and/or temporary staff or employees of MBS or its affiliates, and or such staff or employees' immediate family members; and (c) Public/Government Officials and Relative or Close Associates of such Public/Government Officials.



Public Official or Government Official means any:

• Employee, representative officer, director, agent, consultant or board member of any body or branch of national, regional, provincial, state, municipal or local government, whether legislative, executive, or judicial, or any person acting in an official capacity on behalf of a government entity.

• Officer, representative director, employee, agent, consultant, or official of a public international organization, officials of political parties and candidates for political office.

• Officers, representative directors, employees, agents, consultants, or officials of business entities owned, operated or controlled by, or otherwise under the influence of, a governmental body, agency or entity (commonly referred to as state owned enterprises). Business entities may be "controlled by" a government even though government ownership is less than 50%. The determination of government control should be made on a case-by-case basis in consultation with the MBS Compliance Department.

• Any other person while knowing that the Prize (as defined below) will be passed on to one of the individuals or parties referenced above.

**Relative or Close Associate** means individuals with close personal or familial dealings with a Public/Government Official, such as business associates or people related to the Public/Government Official by blood or marriage.

("Eligible Participant")

- c. If you are not an Eligible Participant and have participated in this Giveaway, MBS reserves the right to disqualify your participation as well as seek the return of any payment, award or prize (including such payment, award or prizes credited to any of your membership accounts with MBS) from you.
- d. MBS further reserves the right to disqualify your participation in this Giveaway, delete any posts and/or comments made by you and/or to seek the return of any payment, award or prize (including such payment, award or prizes credited to any of your membership accounts with MBS) from you, if:
  - i. you have cheated or committed a fraud;
  - ii. tampered or attempted to tamper with the entry process/operation of this Giveaway;
  - iii. manipulated or attempted to manipulate the operation of this Giveaway;
  - iv. your entry features any content which may contravene the Casino Control (Advertising) Regulations;
  - v. your entry features any nudity or obscene or inappropriate language or material that is libelous or defamatory or infringes any third party rights;
  - vi. your conduct is in breach of the Rules including providing false information (such as fake accounts, personas or photos) or deliberately withholding information; or
  - vii. you do not make the redemption of a relevant prize or award, as the case may be, in person.

#### 3. Entry Period & Redemption

# Marquee Singapore: Marquee 5th Anniversary Little Red Book Giveaway 2024 (APR)



- a. The period of the Giveaway shall be from 26 March 2024, 12.00pm Singapore time to 28 March 2024, 6.00pm Singapore time ("**Entry Period**"). Upon the expiry of the Entry Period, no further participation in this Giveaway will be permitted.
- b. The Winner (see definition in para 4 below) will be contacted by Marina Bay Sands via direct messaging on Little Red Book by 6.00pm Singapore time on 29 March 2024.
- c. The Winner will need to reply to the direct message and provide Marina Bay Sands with the following information of himself/herself and his/her nine (9) other friends (the "**Friends**") that will accompany the Winner to the Event by 6.00 pm Singapore time on 30 March 2024:
  - i. Full name (as per NRIC or passport)
  - ii. Birth date in the format DD.MM.YY
  - iii. For the Winner only: Contact No. (Whatsapp Number)
- d. If the Winner fails to provide their information for the Prize to be issued by 6.00pm Singapore time on 30 March 2024, MBS reserves the right to either select another winner or to regard the prize as forfeited without liability to the Winner. MBS' decision is final.

#### 4. Prize.

- a. The most creative entry which has also fulfilled all the requirements listed will be chosen as the winner ("Winner") of this Giveaway. This is a skill-based Giveaway and chance plays no part in the determination of the Winners. The Giveaway winners will be determined by MBS judges in their sole discretion, such determination to be final and binding. The Winner will be entitled to a complimentary standing table for ten (10) pax on the preferred resident night (Astrolab, Wonderland, Utopia, Cirque, Hypersonic and Mixtape Rewind i.e. where Marquee's resident DJ, and not a guest DJ is performing) and a complimentary bottle of alcohol. Advanced booking is required to redeem the complimentary table and the period for redemption is only between April 2024 to May 2024 period ("Prize"). You must be based in Singapore to redeem the Prize.
- b. The Winner must accept the relevant prize "as is". The prize cannot be exchanged for cash, are non-transferable, nonexchangeable, non-reimbursable and may not be sold or used for any commercial purpose, including but not limited to any use for which the Winner would be entitled to collect fees or receive any remuneration. Terms and conditions for the use of the prizes shall apply.
- c. The Winner is solely responsible for the payment of any applicable tax in relation to the relevant prize and for any costs associated with the prize or its use, including any purchases of food or beverage.
- d. MBS reserves the right to substitute any prize with one or more prize alternatives of equivalent value (other than cash).
- e. MBS reserves the right not to award a prize or to seek the return of any prize awarded in the event that the Winner is not entitled to receive such prize in accordance with applicable law (provided always that a Winner is solely responsible for providing evidence that he/she is entitled to receive any prize) or if MBS has cause to disqualify the Winner.
- f. MBS reserves the right to change the Rules without prior notice. In the event of any dispute, the decision of MBS is final without notice or liability.
- 5. **Publicity and Intellectual Property.** By participating in this Giveaway, you agree to MBS or any of its related companies including but not limited to Las Vegas Sands Corporation in the U.S. (collectively, the "**Company**"), the Company's

# Marquee Singapore: Marquee 5th Anniversary Little Red Book Giveaway 2024 (APR)



agents and third-party service providers and governmental and regulatory authorities (whether located in Singapore or elsewhere) (collectively, the "**Parties**") collecting, using, storing, disclosing to the Parties, and/or broadcasting via any corporate and public media platforms in any jurisdiction ("**Use**") your personal data as collected by MBS from time to time (the "**Data**") for the purposes of:

- processing and administering matters relating to this Giveaway, customer service matters (e.g. contacting you for surveys, conducting data profiling and data analytics to better understand your preferences to improve MBS' services, etc.), or any purposes as set out in the prevailing MBS' privacy policy at <a href="http://www.marinabaysands.com/policy.html">http://www.marinabaysands.com/policy.html</a>, and the Company's legal, operational and business needs;
- ii. complying with the Company's internal policies, any applicable law/regulation and request/direction of any applicable authorities of any relevant jurisdiction that is binding on the Company; and
- iii. marketing and advertising the Company's business within and outside of Singapore. For this purpose, you grant MBS a license to Use your personal data, including your image and likeness, and you waive all claims for payment for such Use.
- 6. By providing the Friends' personal data, you warrant that you are authorised to act on behalf of the Friends and you have obtained consent from the said Friends for the Company and the Parties to Use the Friends personal data for the above mentioned purposes.

You may withdraw your consent to the above processing or access or correct your personal data by following the instructions as set out in <u>https://www.marinabaysands.com/data-protection-office.html</u>. Please note that MBS may be unable to administer the Giveaway without your consent to the above.

# 7. MBS Liability.

- a. MBS will not be responsible for (i) electronic transmission errors or delays resulting in your inability to participate or other loss, (ii) theft or destruction of or unauthorised access to or unauthorized alterations of materials, or technical, hardware, software failures of any kind, (iii) lost or unavailable connections, or delayed computer transmissions, whether caused by MBS, users, or by any of the equipment or programming associated with or utilised in this Giveaway or by any technical or human error which may occur in the processing of submissions which may limit, restrict, or prevent your ability to participate in this Giveaway, or (iv) any loss of opportunity to participate in this Giveaway for any reason whatsoever.
- b. MBS shall not be held liable for any delay in performing or partial or total failure to perform any of its obligations to the Eligible Participants under the Rules if such delay or failure is caused by circumstances beyond the reasonable control of (i) MBS, or (ii) its affiliates, authorised dealers/distributors, agents, including without limitation as a result of war, terrorist action or threatened terrorist action, strikes, hostilities, civil commotions, accidents, fire, flood or natural catastrophes. MBS shall not be obliged to give any reason or enter into any correspondence with any persons on any matter concerning this Giveaway.
- c. To the maximum extent permitted by law, you agree to release MBS and its affiliates, advertising and promotion agencies, representatives, agents, successors, assigns, employees, officers, and directors from all liabilities that might arise from: (i) your participation in the Giveaway, and/or (ii) your acceptance, possession, use, or misuse of any prize or any portion thereof.
- d. You agree to indemnify MBS against any losses, claims, demands, liabilities, costs and expenses for personal injury or death, loss, damage to property, breach of any obligations, warranty or representation, intellectual property infringement claims, fines and penalties, which may be imposed on or which MBS may suffer or incur or which may be made, instituted or asserted against MBS arising out of or by reason of negligent acts, omissions, fraud, wilful

### Marquee Singapore: Marquee 5th Anniversary Little Red Book Giveaway 2024 (APR)



misconduct, or a breach of obligations, covenants, representations or warranties by you in connection with this Giveaway.

## 8. Modification to the Rules.

- a. MBS reserves all rights in relation to this Giveaway, including but not limited to:
  - i. the right to revise, alter or delete any terms and conditions in the Rules at any time without prior notice to you; and
  - ii. the right to postpone, temporarily halt, or terminate this Giveaway, or adjust the structure, type and distribution of this Giveaway including prizes, at its sole and absolute discretion.
- b. MBS has the right to final interpretation of the Rules.