

Terms and Conditions

1. Marina Bay Sands is the organizer of Sands for Singapore Instagram Competition (“the Competition”). The Competition will start on 1 August 2014 at 10:00am Singapore time and end on 3 August 2014 at 11:59pm Singapore time (“**Period**”). Entries received after 11:59pm Singapore time on 3 August 2014 will not be considered.
 2. To enter the Competition, the entrants (“**Entrants**”):
 - a. must have a valid Instagram account. Your Instagram profile settings must be PUBLIC for your photo submission to qualify.
 - b. must follow the Marina Bay Sands Instagram feed at @marinabaysands (<http://instagram.com/marinabaysands>).
 - c. will need to take a photo of themselves during the Sands for Singapore Festival taking place at Marina Bay Sands from 1 August 2014 to 3 August 2014, upload it onto their personal Instagram accounts and include #sandsforsingapore in their photo caption.
 3. Entrants may submit an unlimited number of entries. However, multiple entries will not increase the Entrants chances of winning. Marina Bay Sands will identify each Entrant according to their Instagram user account.
 4. By taking part in the Competition, Entrants represent and warrant that they have the legal right and capacity under their respective jurisdictions to enter into the Competition and to agree to these Terms and Conditions. This Competition is void where prohibited or restricted by law. This is a skill-based contest, and chance plays no part in the determination of Competition winners. Entrants below the age of 18 must obtain their Parent/Guardian’s consent in writing before entering the Competition.
 5. Each photograph that is entered into the Competition must meet all of the requirements set forth below:
 - a. The photograph must be the Entrant’s original, previously unpublished work and not contain any third-party copyrighted material (including without limitation, copyrighted images or footage); and
 - b. The photograph may not feature nudity or obscene language or material that is libelous or defamatory.
- Marina Bay Sands reserves the right, in its sole and absolute discretion, to disqualify any photo submission that violates the above criteria.
6. During the Period, two winners, one Grand Prize winner and one Runner-up will be chosen. The determination of the winning Entrants (“**Winners**”) shall be made by Marina Bay Sands’ judges in their sole discretion, and such determination shall be final and binding.
 7. The prizes for the Winners are as follows:
 - a. Grand Prize: 3 day, 2 night stay at Marina Bay Sands Deluxe Room for two (“**Hotel Stay Prize**”), Breakfast at Sky on 57 for two for one day during the Hotel stay, \$200 F&B vouchers for Rise Restaurant, 2 tickets to ArtScience Museum and access to the Sands SkyPark for 2 during the Hotel Stay.
 - b. Runner-up Prize: \$200 F&B vouchers for Rise Restaurant, 2 tickets to ArtScience Museum and 2 tickets to the Sands SkyPark.
 8. The prizes do not include any costs, fees or expenses relating to acceptance or usage of the prizes that are not explicitly stated herein, such as but not limited to air tickets to Singapore, taxes, meals, beverages of any type, laundry services, merchandise, room service, service charges, souvenirs, telephone calls and gratuities and tips (the “**Expenses**”), which are the responsibility of the Winners.

Neither Marina Bay Sands nor its affiliates, subsidiaries, divisions, joint ventures, and/or third parties providing services on its behalf, and their respective officers, directors, members, shareholders, management, employees, partners, agents, insurers and other associated parties and their respective successors and assigns, shall be held accountable for the Expenses.

9. The Winners will be announced on the Marina Bay Sands Instagram Page on 5 August 2014, 6.00pm. The Winners will also be notified by a comment placed on their winning photo submissions. Once the Winners have been announced, Winners will need to email Marina Bay Sands at socialmedia@marinabaysands.com with their name, identification number and contact number. Winners below the age of 18 must also forward a copy of their Parent/Guardian's consent letter with this email in order to qualify for the prizes. If the Grand Prize Winner is under 18 years of age, the Hotel Stay Prize will be awarded in the name of the consenting Parent/Guardian. All guests seeking to utilise the Hotel Stay Prize with the Grand Prize Winner must be registered at check in.
10. Winners who do not contact Marina Bay Sands within 3 days (including weekends and public holidays) after Marina Bay Sands' notification via Instagram will be disqualified and their prizes forfeited. In such an event, Marina Bay Sands is under no obligation to select a replacement Winner, although it may in its sole discretion decide to do so. Participation in and usage of the prizes will be subject to the terms and conditions in a prize letter which will be provided to the Winner.
11. In the event that a Winner is at any time determined to be ineligible or withdraws from the Competition, Marina Bay Sands reserves the right to substitute another selected Entrant to replace such person, although it will not be under any obligation to do so. The selection of the replacement Entrants shall be within the sole and absolute discretion of Marina Bay Sands, whose decisions shall be final.
12. By submitting an entry to the Competition, you:
 - a. Grant Marina Bay Sands permission for your entry to be published on Marina Bay Sands' websites, in print materials, radio broadcasts, and displayed on Marina Bay Sands' Page, Instagram, Twitter or any other social media pages.
 - b. Grant Marina Bay Sands permission to use your name and other personal details, photographs, videotapes or any likeness of you, for feedback, promotional, advertising, marketing and/or publicity purposes and to have your submitted name posted on Marina Bay Sands' websites, in print materials, radio broadcasts, displayed on Marina Bay Sands' Page, Twitter or any other social media pages and/or used by Marina Bay Sands, at any time, without any fee or other form of compensation.
13. Any Entrant found cheating will be disqualified from the Competition and rendered ineligible for any prizes. Marina Bay Sands has the sole discretion to override the results of the Grand Draw and disqualify any Entrant suspected of fraud, manipulation or other related issues. Marina Bay Sands reserves the right to disqualify Entrants for providing false information (including but not limited to, fake account(s), personas or photos) or for deliberately withholding information.
14. Automated submissions via computer modems or any other programs will be deemed invalid. Marina Bay Sands reserves the right in its sole discretion to disqualify any individual who tampers with the submission process, which as a result corrupts or affects the administration security.
15. Entrants may not dissent to the prizes given out by Marina Bay Sands. The prizes are non-transferable and non-refundable. The prizes may not be sold or used for any commercial purpose, including but not limited to any use for which the registrant participant would be entitled to collect fees or receive any remuneration. Marina Bay Sands will be under no obligation to replace any prizes that are not utilized by the Winners before any expiry date as may be stipulated by Marina Bay Sands,
16. Marina Bay Sands reserves the right to revise, cancel, suspend or modify the Competition at its sole discretion without notice. At any time, Marina Bay Sands reserves the right to disqualify an Entrant,

to modify these Terms and Conditions, or any aspect of the Competition as it deems necessary, or to cancel the production and development of the Competition. Marina Bay Sands shall not be obliged to give any reason or enter into any correspondence with any persons on any matter concerning the Competition. Marina Bay Sands is under no obligation to exploit the Competition in any media. In case of any dispute arising in connection with the Competition or these Terms and Conditions, any decision by Marina Bay Sands is final and no challenges to such decision will be entertained.

17. Instagram is not involved in terms of sponsorship, endorsement or the event administration of this Competition. Entrants are providing their information to Marina Bay Sands and not to Instagram.
18. Entrants agree to the privacy policy as stated on <http://www.marinabaysands.com/policy.html>
19. Marina Bay Sands is not responsible for (a) electronic transmission errors or delays resulting in an inability to participate in the Competition or other loss, (b) theft or destruction of or unauthorised access to or alterations of entry materials, or for technical, hardware, software failures of any kind, (c) lost or unavailable connections, or delayed computer transmissions, whether caused by Marina Bay Sands, or by any of the equipment or programming associated with or utilised in the Competition or by any technical or human error which may occur in the processing of submissions which may limit, restrict, or prevent a party's ability to participate in the Competition. Proof of delivery of an entry is not proof of receipt by Marina Bay Sands.
20. The following parties are not eligible to participate in this event: (i) advertising agencies and affiliates of Marina Bay Sands; and (ii) employees of Marina Bay Sands and their immediate family members. It shall be the duty of employees of Marina Bay Sands to inform their immediate family members that they are not eligible to participate in this promotion. Marina Bay Sands reserves the right to refuse to issue a prize to a winner determined to be non-eligible.
21. Marina Bay Sands will not be responsible for any costs, losses or damage which may be suffered directly or indirectly by any person from or in connection with as a result of participation in the Competition or the acceptance and usage of the prize.
22. Each Entrant agrees to release, discharge, and hold harmless Marina Bay Sands, its parent companies, affiliates, directors, officers, employees or agents from any and all claims including, without limitation, claims for slander, libel, defamation, violation of rights of privacy, publicity, personality, and/or civil rights, depiction in a false light, intentional or negligent infliction of emotional distress, copyright infringement, and/or any other tort and/or damages arising from or in any way relating to the submission of an entry, participation in the Competition, and/or the use of the Entrant's provided details and/or likeness in connection with the Competition, or the promotion thereof in all media now known or hereafter devised.
23. By participating in the Competition or accepting and/or using the prizes, the Entrant agrees that no claim relating to any losses or injuries (including special, indirect and consequential losses) shall be asserted against Marina Bay Sands, its parent companies, affiliates, directors, officers, employees or agents from any and all losses, damages, rights, claims and actions of any kind resulting from the Competition and acceptance of any prize, including without limitation, personal injuries, death and property damage.
24. Entrants shall indemnify Marina Bay Sands 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 Marina Bay Sands may suffer or incur or which may be made, instituted or asserted against Marina Bay Sands arising out of or by reason of negligent acts, omissions, fraud, willful misconduct, or a breach of obligations, covenants, representations or warranties by the participant in connection with this Competition.

25. The Competition and these Terms and Conditions will be governed by Singapore law and Entrants agree to submit to the exclusive jurisdiction of the Singapore courts.
26. A person who is not party to any agreement governed by these Terms and Conditions shall have no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any term of such agreement or these Terms and Conditions.