

**Terms & Conditions**

1. **Terms.** The Terms and Conditions hereunder (“**General T&Cs**”) and any other applicable specific Terms and Conditions relevant to this Promotion (“**Other T&Cs**”), together with any amendments as may be made from time to time, shall form a legal agreement between Marina Bay Sands Pte. Ltd. (“**MBS**”) and you. By participating in this Promotion, you confirm that you have read, understood, and agreed 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. **Promotion.** Yardbird’s and Bread Street Kitchen’s exclusive SEVENTEEN Collab Menu Offer. Sands LifeStyle (“**SL**”) members can enjoy a special price of S\$30 for each Carat Kick Burger ordered at the Bread Street Kitchen restaurant in the MBS Shoppes (public price: \$34) and S\$18 for each Rose Quartz Carat cocktail ordered at the Yardbird restaurant in the MBS Shoppes (public price: S\$22) (“**Promotion**”). This Promotion is subject to the availability of:
  - (a) The Carat Kick Burger at the Bread Street Kitchen; and/or
  - (b) The Rose Quartz Carat cocktail at Yardbird.
3. **Promotion Period.** The Promotion Period is from 20 January 2025 - 26 January 2025 (“**Promotion Period**”), after which, no further participation in this Promotion will be permitted.
4. **Eligibility and Participation**
  - a. To be eligible to participate in the Promotion, patron must:
    - (i) Be a SL member, in good standing and be at least eighteen (18) years of age or older. If you are not an existing SL member, you can sign up for membership through the MBS App or at any SL counters located in MBS or on MBS’ website (<https://www.marinabaysands.com/sands-lifestyle/sign-up.aspx>);
    - (ii) Present your SL membership card and utilise Cash/NETS/Credit Card/Debit Card/Mobile or Online Payment/Mobile or Digital Wallet/Secure Funds Transfer Service which are accepted as the mode of payment in person at Yardbird or Bread Street Kitchen accordingly, at the time of purchase;
    - (iii) Be a paying diner of Bread Street Kitchen and/or Yardbird, as the case may be, during the Promotion Period;
    - (iv) Not fall within any of the following categories of persons: (a) advertising agencies (and affiliates) of MBS; (b) employees of MBS tenanted retailers managing transactions;
    - (v) Satisfy such other eligibility criteria as may be imposed by MBS (“**Qualifying Participant**”).
  - b. If you are not a Qualifying Participant and have participated in this Promotion, MBS shall have the right not to extend the discount to you. The Promotion cannot be combined with any other offers, discounts or promotions unless otherwise specified.
  - c. MBS further reserves the right to disqualify your participation in this Promotion if:
    - i. You have cheated or committed a fraud;
    - ii. Tampered or attempted to tamper with the entry process/operation of this Promotion;
    - iii. Manipulated or attempted to manipulate the operation of this Promotion; or
    - iv. Your conduct is in breach of the Rules including providing false information (such as fake accounts, personas or photos) or deliberately withholding information.
5. **Publicity and Intellectual Property.** By participating in this Promotion, you agree to MBS or any of its related companies (collectively, the “**Company**”), the Company’s agents and third party service providers and governmental and regulatory authorities (whether located in Singapore or elsewhere) (collectively, the “**Parties**”) to collect, use, store, disclose to the Parties, and/or broadcast 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:

- a. Processing and administering matters relating to this Promotion, 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 <http://www.marinabaysands.com/policy.html>, and the Company’s legal, operational and business needs;
- b. 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
- c. Marketing and advertising the Company’s business within and outside of Singapore. For this purpose, you grant MBS a licence to Use your personal data, including your images and likeness, and waive all claims for payment for such Use.

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

## 6. 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 unauthorised 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 Promotion 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 Promotion, or (iii) any loss of opportunity to participate in this Promotion for any reason whatsoever.
- b. MBS shall not be held liable for (i) any delay in performing or partial or total failure to perform any of its obligations to any Qualifying Participant under the Rules if such delay or failure is caused by circumstances beyond the reasonable control of MBS, or (ii) its affiliates, authorised dealers/distributors, agents, including without limitation delays, changes, disruptions, cancellations, diversions or substitutions howsoever caused 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 respond to any correspondence with any persons on any matter concerning this Promotion.
- 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, from: (i) your participation in the Promotion, and/or (ii) your acceptance, possession, use, or misuse of any rewards 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 misconduct, or a breach of obligations, covenants, representations or warranties by you in connection with this Promotion.

## 7. Modification to the Rules

- a. MBS reserves all rights in relation to this Promotion, 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; and
  - ii. The right to postpone, temporarily halt, or terminate this Promotion, or adjust the structure, type and distribution of this Promotion including rewards, at its sole and absolute discretion.
- b. MBS has the right to final interpretation of the Rules.

- c. If there shall be any dispute in the interpretation of provision of the terms and conditions, the English version shall prevail over other versions.