ICBC Campaign Terms & Conditions



All text in red are variable content

Hotel Rate Discount and F&B Offer Terms and Conditions ("Promotion Terms and Conditions")

13% off of Hotel's Best Available Rate ("Discount")

- 1. Guest has to present any ICBC card for deposit payment and/or settlement of charges at the point of check-in or check-out in order to receive the Discount. In the event that the ICBC card is not presented at counter, Front Office will charge guest hotel room based on Marina Bay Sands Pte Ltd ("MBS") best available rate.
- 2. If guest opt for express check out and at the point of check in and the ICBC card was not provided as the form of payment, guest will not receive the Discount and will be charged at MBS' best available rate.
- 3. Cardholders can amend or cancel their reservation during the Promotion Period provided that: (i) the notice to amend or cancel the reservation is at least 2 days prior to arrival date; and (ii) the dates for the amended reservation is within the Promotion Period.
- 4. This Discount is not applicable on 8-10 August 2019, 17-22 September 2019 and 28-31 December 2019.

F&B Offer

- 1. The Promotion is exclusively for ICBC cardholders ("Cardholders") where the Cardholders will be eligible to redeem \$100 F&B credits ("F&B Credits") when they make a hotel reservation through MBS' website at https://www.marinabaysands.com/hotel/offers/icbc-foodie-package.html where they will receive a hotel confirmation email upon completion of the reservation which will direct them to SRL counters to redeem the \$100 F&B credits when they are on-property. The Promotion is valid for a one-time redemption only.
- The Promotion will commence from 1 July 2019 until 27 December 2019 ("Promotion Period").
- 3. Cardholders are required to present a Sands Rewards LifeStyle ("SRL") card in order to redeem the F&B credits. For non-SRL member, they must sign up for the SRL membership before the F&B Credits are credited into the ICBC Cardholder's SRL card. All ICBC holders who sign up personally at any Sands Rewards counters at Marina Bay Sands ("MBS") as first-time applicants of the SRL membership (each an "Eligible Applicant" and collectively "Eligible Applicants") are eligible to receive \$10 Destination Dollars credited in their SRL card from 1 July 2019 27 December 2019 ("Gift"). This promotion is only available to Eligible Applicants, who have successfully verified their contact number by entering the one-time password provided to Eligible Applicants during the sign-up process at the Sands Rewards counters. Applicants who have previously held SRL memberships are not eligible to receive the Gift. Each Eligible Applicant is limited to one (1) Gift. Eligible Applicants will have to redeem the Gift by activating their membership at any SRL kiosk by 27 December 2019. Issuance of the Gift is subject to the Terms and Conditions as stated in http://www.marinabaysands.com/sands-rewards-lifestyle/member-offers.html. The Gift will be credited to the Eligible Applicant's account within 48 hours after the Eligible Applicant has redeemed the Gift from the SRL kiosk. In the event of technical issues, the Eligible Applicant's account will be updated when the system is available. Existing SRL members who are ICBC gold tier and above can present their SRL card, ICBC card and hotel confirmation email at the Sands Rewards counters in order to be eligible for the F&B credits subject to the hotel package.
- 4. The F&B Credits can be used at any SRL participating F&B outlets in MBS.
- 5. Credit cannot be combined with any other promotions and cannot be exchanged for cash.
- 6. Balance payment must be made by any ICBC card with Sands Rewards card.
- 7. MBS reserves the right to change the Terms and Conditions without prior notice. In the event of any dispute, the decision of MBS is final without notice or liability. Other Terms and Conditions apply.

General Terms and Conditions

- 1. **Terms.** The terms and conditions herein ("**General T&Cs**"), the Promotion Terms and Conditions 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 MBS and you. By participating in this Promotion, 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. **Promotion Period.** This Promotion will commence from 1 July 2019 until 27 December 2019 ("**Promotion Period**") e at which time, no further participation in this Promotion will be permitted.
- 3. The following parties are not eligible to participate in this Campaign:
 - i. MBS appointed advertising agencies and affiliates; and
 - ii. employees of MBS and their immediate family members. It shall be the duty of employees of MBS to inform their family members that they are not eligible to participate in this promotion.

ICBC Campaign Terms & Conditions



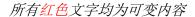
All text in red are variable content

- 4. By participating in this promotion, each member consents 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") his personal data as collected by MBS from time to time (the "Data") for the purposes of
 - i. processing and administering matters relating to this Promotion (e.g. lucky draw, tournament, kiosk game, etc.), customer service (e.g. surveys, profiling and data analytics), 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;
 - 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, each member grants the Company a licence to Use his/her personal data, including his images and likeness, and waive all claims for payment for such Use.

Each member may withdraw their consent to the above processing or access or correct their 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 the member's consent to the above.

5. MBS Liability

- i. MBS will not be responsible for (i) electronic transmission errors or delays resulting in Cardholders' 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 Promotion or by any technical or human error which may occur in the processing of submissions which may limit, restrict, or prevent Cardholders' ability to participate in this Promotion, or (d) any loss of opportunity to participate in this Promotion for any reason whatsoever.
- ii. MBS shall not be held liable for (i) any delay in performing or partial or total failure to perform any of its obligations to Cardholders 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 enter into any correspondence with any persons on any matter concerning this Promotion.
- iii. Cardholders agree to release and hold harmless MBS and its affiliates, advertising and promotion agencies, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) Cardholders' participation in the Promotion, and/or (ii) Cardholders' acceptance, possession, use, or misuse of any prize or any portion thereof.
- iv. Cardholders 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 Cardholders in connection with this Promotion.
- 6. MBS has the right to revise, alter or delete any terms and conditions in the Rules at any time without prior notice.
- 7. MBS reserves all rights in relation to the Promotion, including but not limited to the right to postpone, temporarily halt, or terminate this Promotion at its sole and absolute discretion.
- 8. MBS has the right to final interpretation of the Rules.
- 9. The Chinese version of the Rules is only provided for reference. In the event of conflict between the Chinese and English version of the Rules, the English version shall prevail.





酒店房价折扣和餐饮优惠条款及条件(简称"促销活动条款及条件")

酒店最优房价选择 8.7 折优惠 (简称"折扣")

- 1. 为获得该折扣,宾客须在办理入住或退房前出示并使用工商银行卡作为押金卡以及支付卡。如果宾客未能于柜台 出示以及使用工商银行卡作为押金卡以及支付卡,前厅将根据 MBS 当前挂牌最优房价选择向客房收取酒店房费。
- 2. 如果宾客选择快速退房,且未在办理入住时提供工商银行卡作为付款方式,则将无法获得该折扣,并将按照 MBS 最优房价选择支付房费。
- 3. 持卡人在活动期间可修改或取消预订: (i)至少在入住时间两日前进行修改或取消以及(ii)修改日期在活动期间内
- 4. 2019年8月8日至10日、2019年9月17日至22日及2019年12月28日至31日期间无法享受该折扣。

餐饮优惠

- 1. 此次 MBS 促销活动仅适用于工商银行持卡人(简称"持卡人"),获取新币 100 元的餐饮体验(简称"餐饮赠金")。 持卡人必须通过 MBS 网站 [https://www.marinabaysands.com/hotel/offers/icbc-foodie-package.html] 进行酒店预订。 持卡人将在完成预订后收到酒店确认电子邮件,并可根据邮件提示前往金沙尊赏时尚柜台兑换新币 100 元的餐饮赠金。此次活动每个套餐仅可兑换一次。
- 2. 活动时间为 2019 年 7 月 1 日至 12 月 27 日 (简称"**促销活动期**")。
- 3. 此次促销活动期内在金沙尊赏时尚柜台新注册用户可额外获得新币 10 元礼赠。此新会员活动仅限于首次申请,并在注册新会员柜台首次使用一次性密码在金沙尊享自助服务端成功验证手机号码的用户。
- 4. 餐饮赠金不得与其他任何促销活动同时享用,亦不可兑换为现金。
- 5. 使用余额付款须同时出示任何工商银行卡和金沙尊赏会员卡。
- 6. 滨海湾金沙私人有限公司有权更改条款及条件, 恕不另行通知。如果发生任何争议, 滨海湾金沙私人有限公司的决定为最终决定, 恕不另行通知或承担任何责任。其他条款及条件适用。

一般条款及条件

- 1. **条款。**此处的条款及条件(简称"一般条款及条件")、促销活动条款及条件,以及与此次促销活动相关的任何 其他适用的特定条款及条件(简称"**其他条款及条件**"),连同可能不时做出的任何修订,应共同构成您与滨海 湾金沙私人 有限公司 (简称"MBS")之间达成的法律协议。参与此次促销活动,即表示您确认您已阅读、理解 并同意受到一般条款及条件和其他条款及条件(统称为"规则")的约束。如果该类一般条款及条件与其他条款 及条件之间存在任何冲突或不一致,则以其他条款及条件为首要准据,以一般条款及条件为次要准据。
- 2. 促销活动时间。此次促销活动将于促销活动期结束时到期,到期后不得继续参与此次促销活动。
- 3. 以下方不可参加此活动:
 - i. MBS 指定的广告代理商及关联公司;以及
 - ii. MBS 员工及其直系亲属。MBS 员工有责任通知其亲属不可参加此促销活动。
- 4. 参与此次促销活动,即表示每位参与会员同意 MBS 或其任何相关公司(统称为"公司")、公司代理商和第三方服务提供商以及政府及监管机构(无论是否位于新加坡)(统称为"各方")收集、使用、存储、向各方披露由 MBS 不时收集的个人数据(简称"数据"),和/或通过任何管辖区域的任何公司和公共媒体平台散布该类数据(简称"使用"),
 - i. 用于处理和管理与此次促销活动的相关事宜(例如抽奖、比赛、自助游戏等)、客户服务(例如调查、资料收集和数据分析),或现行 MBS 隐私政策(参见 http://www.marinabaysands.com/policy.html) 规定的任何目的以及公司的法律、营运和业务需求之目的;
 - ii. 用于遵守公司的内部政策、任何适用的法律/法规以及对公司具有约束力的任何相关管辖区域的适用机构提出的要求/指示之目的,以及
 - iii. 在新加坡境内外为公司业务进行营销和宣传之目的。为此,每位会员授权公司使用其个人数据(包括形象和肖像),并放弃所有要求支付此类使用的索赔。

每位会员可以按照 <u>https://www.marinabaysands.com/data-protection-office.html</u>中的说明撤销其对上述处理的同意,或访问或更正其个人数据。 请注意,若会员不同意上述内容,MBS 可能无法管理促销活动。

5. MBS 责任

条款及条件



所有红色文字均为可变内容

- i. MBS 将不对以下情形负责: (i) 电子传输错误或延误,以致持卡人无法参与活动或其他损失; (ii) 偷窃、破坏、未经授权访问或修改资料,或任何技术、硬件、软件故障; (iii) 丢失或不可用的连接,或延误的计算机传输,无论是由 MBS、用户或与此次促销活动相关或在本次促销活动中使用的任何设备或程序导致的,或因处理提交材料时可能发生的限制、约束或阻止持卡人参与此次促销活动的能力的任何技术或人为错误而造成的;或(d)由于任何原因而丧失参与此次促销活动的机会所造成的损失。
- ii. MBS 不对以下情形承担责任: (i) 延迟履行或未能履行本规则中规定的任何其应对持卡人承担的义务是因 MBS 或 (ii) 其关联公司、授权经销商/分销商、代理商无法合理控制的情况而造成的,包括但不限于由于战争、恐怖行动或恐怖威胁、罢工、敌对行动、民间骚乱、事故、火灾、洪水或自然灾害等事件而造成的延迟、变更、中断、取消、转移或替换。关于此次促销活动的任何事宜,MBS 无需给出任何理由,或征得任何人的同意。
- iii. 持卡人同意保护并使 MBS 及其附属公司、广告和促销代理商、代表、代理人、继承人、受让人、员工、高级职员和董事免受因 (i) 持卡人参与促销,和/或 (ii) 持卡人接受、拥有、使用或滥用任何奖品或奖品的任何部分(不论过失与否)而可能直接或间接造成的任何法律责任、疾病、伤害、死亡、损失、诉讼、索赔或损害。
- iv. 持卡人同意赔偿因其在此次促销活动中的过失行为、疏忽、欺诈、故意不当行为或违反义务、保证或声明 而引致 MBS 可能遭受或招致的或可能遭到提起或主张的因人身伤害或死亡、损失、财产损失、违反义务、保证或声明、知识产权侵权索赔、罚款和惩罚造成的任何损失、索赔、要求、法律责任、成本和费用。
- 6. MBS 有权随时修改、更改或删除规则中的任何条款及条件, 恕不另行通知。
- 7. MBS 保留所有与促销活动有关的权利,包括但不限于行使其绝对酌情决定权以延期、临时暂停或终止此促销活动的权利。
- 8. MBS 拥有对这些规定的最终解释权。
- 9. 中文版规定仅供参考。若中文版和英文版的规定有任何冲突,应以英文版为准。