## **Terms and Conditions**

- 1. The Promotion will take place from 18 June 2018 to 30 September 2018 (the 'Promotion Period').
- 2. All registered new Sands Rewards LifeStyle ('SRL') members who sign up at < https://www.sandsrewardslifestyle.com/SignUp/SignUp.aspx > in good standing during the Promotion Period and enter the Referral Code <MBS-888888> in the 'Referral Code' field of the SRL membership application form at the time of application (each, a 'Member' and collectively, 'Members') are eligible to participate.
- 3. During the Promotion Period, Members must meet a minimum nett spend of \$3,000 to be eligible for the additional \$88 Destination Dollars ('Bonus Rewards') for first 700 unique new Members.
- 4. This Promotion is only available to new SRL Members who use their Sands Rewards membership cards and utilise Cash/NETS/Credit Card as mode of payment at any Sands Rewards participating outlets within MBS. The following transactions are not eligible for this Promotion:
  - i. Purchases made for selected shows at Sands Theatre and at Sands Expo® and Convention Center.
  - ii. Bulk and/or corporate ticket purchases from ArtScience Museum<sup>™</sup> and Sands Theatre. ;
  - iii. Any transaction made within the casino and any casino-related transaction;
  - iv. Bill payments, instalment plan payments, vouchers and/or gift certificate purchases.
- 5. Spending at all Sands Rewards participating food & beverage and retail outlets, attractions and hotel will contribute to the calculation of the minimum nett spend required in paragraph 3. Modes of payment that contribute to minimum nett spend shall be cash, credit cards and nets (excluding the redemption of Reward Dollars). Once minimum spend is met, all Bonus Rewards will be issued into Members' accounts within 48 hours.

View full list of Sands Rewards participating outlets here: www.marinabaysands.com/SandsRewardsOutlets

- 6. Only transactions made within the Promotion Period will be eligible for Bonus Rewards upon meeting the Promotion's requirements.
- 7. Each Member is eligible to receive the Bonus Rewards for one time only during the Promotion Period.
- 8. All Bonus Rewards for transactions within a Member's hotel folio which are eligible for Bonus Rewards will be credited 48 hours after the Member's check out date. In the event of technical issues, Members' accounts will be updated when the system is available.
- 9. For transactions made within the Promotion Period and charged to hotel room stays, to be eligible for the Bonus Rewards within the Promotion Period, check-out must be completed by 30 September 2018, 11:59pm.
- 10. Destination Dollars will not be retroactively credited for Members who do not meet the Promotion's requirements.
- 11. Destination Dollars earned will expire on a first-in-first-out basis after 12 months if not used or redeemed.
- 12. The Bonus Rewards will only be credited to a Member's Sands Rewards account if and when the balance in such Member's Sands Rewards Account would not exceed \$100,000 in Reward Dollars after such credit of Bonus Rewards. No partial crediting of Bonus Rewards will be made by MBS at any time. Members whose SRL accounts are eligible for Bonus Rewards and accumulate more than the maximum of \$100,000 in Reward Dollars during the Promotion Period must agree to sign and abide by the rules set forth in the <\$88 Bonus Rewards Campaign> 2018 Acknowledgement Letter.
- 13. All Destination Dollars are non-transferable, non-exchangeable and non-reimbursable. Destination Dollars may not be sold or used for any commercial purpose, including but not limited to any use for which the Member would be entitled to collect fees or receive any remuneration.
- 14. Destination Dollars may be redeemed for services, products or other items (together 'Products') at third party participating outlets, amongst others. MBS is not an agent of the merchants supplying the Products. MBS will not accept contractual, tortious or any other kind of liability in respect of any Products supplied by third party merchants. MBS makes no representation or warranty as to the quality, design, specifications, condition or performance of the such Products and assumes no liability or responsibility for the acts or omissions of the relevant merchants or any non-performance or defects in the Products supplied by third party merchants. Accordingly, MBS will not be responsible or liable for any death, injury, damage or loss suffered by any SRL member or any third party or any of their property which is caused directly or indirectly by any of the Products supplied by third party merchants to SRL members. Any dispute about the quality, condition or performance of the Products supplied by third parties is to be resolved directly between the applicant and the relevant merchant. The third party participating outlets are not a participant in or sponsor of the Promotion.

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- 15. MBS is not responsible for (a) electronic transmission errors or delays resulting in an inability to participate 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, users, or by any of the equipment or programming associated with or utilised in the Promotion or by any technical or human error which may occur in the processing of submissions which may limit, restrict, or prevent an applicant's ability to participate in the Promotion, or (d) any loss of opportunity to participate in the promotion for any reason whatsoever.
- 16. MBS shall not be liable for any injuries, losses or damages in respect of, in connection with and/or arising from any of the promotions.
- 17. The following parties are not eligible to participate in this Promotion: (i) advertising agencies and affiliates of MBS and (ii) employees of MBS tenanted retailers.
- 18. MBS reserves the right to refuse issuance of Destination Dollars to an applicant determined to be non-eligible.
- 19. By participating in this Promotion, each Member consents to the use of his/her name and/or likeness for promotional purposes without compensation by MBS.
- 20. The Promotion and all Terms and Conditions will be governed by Singapore law and participants agree to submit to the exclusive jurisdiction of the Singapore courts.
- 21. 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.
- 22. Members agree to MBS collecting, using, disclosing and/or handling their personal data in accordance with the prevailing MBS' privacy policy as stated on http://www.marinabaysands.com/policy.html. By participating in the Promotion, the Member, at any time, without any fee or other form of compensation for an unlimited period of time:
  - a. Grants MBS permission for his/her entry to be published on MBS' websites, in print materials, radio broadcasts, and displayed on MBS' Facebook Page, Instagram, Twitter or any other social media pages.
  - b. Grants MBS permission to use his/her name and other personal details, photographs, videotapes or any likeness of him/her, for feedback, promotional, advertising, marketing and/or publicity purposes and to have his/her submitted name posted on MBS' websites, in print materials, radio broadcasts, displayed on MBS' Facebook Page, Twitter or any other social media pages and/or used by MBS.
- 23. Members agree that they are compliant with and agree to the Promotion's Terms & Conditions as well as the Terms & Conditions of the SRL Programme. The Promotion Terms & Conditions are to be read in conjunction with the Terms & Conditions of the SRL Programme ('Other Terms'). In the event of any inconsistency between these terms and the Other Terms, these terms prevail only to the extent of such inconsistency. Applicants who fail to comply with any of the Terms & Conditions may have their Bonus Rewards forfeited.
- 24. MBS may revise, alter or delete any part of the Promotion and may revise, alter or delete any Terms & Conditions at any time without prior notice. Any Member found cheating will be disqualified from the Promotion and rendered ineligible for Bonus Rewards. MBS reserves the right to disqualify Members from the Promotion for fraud, manipulation or other related issues, including providing false information (such as fake account(s), personas or photos) or for deliberately withholding information.
- 25. MBS reserves all rights in relation to the Promotion, including but not limited to the right to postpone, temporarily halt, or terminate this Promotion, or adjust the structure, type and distribution of the Promotion at its sole and absolute discretion. MBS shall not be held liable for any delay in performing or partial or total failure to perform any of their obligations to the Members under these Terms & Conditions if such delay or failure is caused by circumstances beyond the reasonable control of MBS, its respective divisions, 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 the Promotion. MBS is under no obligation to exploit the Promotion in any media.
- 26. MBS has the right to final interpretation of these Terms & Conditions. Members who fail to comply with any of the Terms & Conditions will have their Bonus Rewards forfeited.
- 27. Each Member agrees to release, discharge, and hold harmless MBS, 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 Promotion, and/or the use of the Member's provided details and/or likeness in connection with the Promotion, or the promotion thereof in all media now known or hereafter devised. By participating in the Promotion or accepting and/or using the prizes, the Member agrees that MBS shall not be responsible for, and that no

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claim relating to any losses or injuries (including special, indirect and consequential losses) shall be asserted against MBS, its parent companies, affiliates, directors, officers, employees or agents for, any and all losses, damages, rights, claims and actions of any kind resulting from or related to the Member's participation or inability to participate in this Promotion or the use, misuse or inability to use the Prize or any portion thereof, including without limitation, personal injuries, death and property damage.

- 28. Member shall 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 the member in connection with this Promotion.
- 29. In the event of any inconsistencies or discrepancies between the Terms and Conditions and the contents of any brochure, marketing and/or promotional materials relating to the Promotion, these Terms and Conditions shall prevail.
- 30. The Chinese, Japanese and Korean versions of these Terms & Conditions are provided only for reference. In the event of conflict between the Chinese, Japanese, and/or Korean versions and English version of these Terms & Conditions, the English version shall prevail.