## **Terms & Conditions**

1. The Promotion will take place from 8 May to 31 July 2017.

## **Entry Criteria**

- 2. All Sands Rewards Lifestyle ("SRL") members ("Referrers") who are in good standing and who refer every two (2) new customers ("Applicants") to sign up for SRL card at any Sands Rewards membership counter at Marina Bay Sands ("MBS") are eligible to receive one (1) Toki-Doki Fleece Blanket ("Referral Gift").
- 3. Applicants who are first-time applicants of SRL membership and who have successfully verified their contact number by entering the one-time password during the sign-up process will be eligible to receive the prevailing offer ("Sign Up Offer") under the new sign up promotion. Applicants who have previously held Sands Rewards LifeStyle memberships are not eligible to receive the Sign Up Offer. For more information about the new sign up promotion, visit <a href="http://www.marinabaysands.com/sands-rewards-lifestyle/member-offers.html#promotions">http://www.marinabaysands.com/sands-rewards-lifestyle/member-offers.html#promotions</a>.
- 4. Eligible referrers will receive a notification stating their eligibility for the Referral Gift within 1 month after the Promotion end date.
- 5. Eligible referrers shall redeem the Referral Gift at any Sands Rewards LifeStyle counter by 31 August 2017.
- 6. Issuance of the Referral Gift is while stocks last, based on a first-come, first-served basis and is subject to the Terms and Conditions as stated on the MBS website.
- 7. In the event that an Applicant is referred by more than one (1) person, the first person who referred the Applicant (as determined by MBS at its discretion) will be eligible to use that referral to fulfil the criteria for receiving the Referral Gift.

## **General:**

- 8. All gifts are non-transferable and non-exchangeable.
- 9. 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 MBS, 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.
- 10. The following parties are not eligible to participate in this event: (i) advertising agencies and affiliates of MBS; (ii) employees of MBS tenanted retailers managing transactions; and (iii) employees of MBS and their immediate family members. It shall be the duty of employees of MBS to inform their immediate family members that they are not eligible to participate in this promotion. MBS reserves the right to refuse to issue a gift to an applicant determined to be non-eligible.
- 11. MBS is not an agent of the merchants supplying the gifts. MBS makes no representation or warranty as to the quality, condition or performance of the gifts and assumes no liability or responsibility for the acts or omissions of the relevant merchants or any non-performance or defects in the gifts. Any dispute about the quality, condition or performance of the gifts is to be resolved directly between the applicant and the relevant merchant. The merchants supplying the gifts are not a participant in or sponsor of the Promotion.
- 12. The Promotion Terms and Conditions are to be read in conjunction with the Terms and Conditions of Sands Rewards LifeStyle 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 agree to the Promotion's Terms and Conditions as well as the Other Terms. Applicants who fail to comply with any of the Terms and Conditions may have their gift(s) forfeited.
- 13. MBS may revise, alter or delete any part of the Promotion and may revise, alter or delete any Terms and Conditions at any time without prior notice.
- 14. 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 gift type and distribution of the Promotion at its sole and absolute discretion. MBS shall not be held liable for (i) any delay in performing or partial or total failure to perform any of their obligations to the Members under these Terms and 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.
- 15. MBS' decision in all matters arising out of or in connection with the Promotion is final and conclusive and no correspondence will be entertained.
- 16. The Chinese version of the Terms and Conditions are only provided for reference. In the event of conflict between the Chinese and English version of the Terms and Conditions, the English version shall prevail.
- 17. 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, and that no 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 Gift or any portion thereof, including without limitation, personal injuries, death and property damage.
- 18. 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.
- 19. 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.
- 20. 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.
- 21. By participating in the Promotion, the Member agrees to MBS, Las Vegas Sands Corporation in the United States or any of its related companies (collectively, the "Company") collecting, using, disclosing, and/or handling his/her personal data for the purposes of administering the Promotion and customer service matters, dealing with matters relating to the Company's legal, operational and business needs (including surveys, profiling and data analytics), and/or to comply with or as required by the Company's internal policies, the prevailing MBS' privacy policy (as stated in <a href="http://www.marinabaysands.com/policy.html">http://www.marinabaysands.com/policy.html</a>), any applicable law, regulation, guidelines, notices, request or direction issued by any applicable regulatory or governmental authorities of any relevant jurisdiction to the Company.