## **TERMS AND CONDITIONS**

By submitting your details or entries, you have accepted the following Terms and Conditions of the contest.

- 1. Marina Bay Sands Pte Ltd is the organizer of the 'Good Things Come in Pairs' Contest ("the Contest"). The Contest will start on 11 January 2017 at 12:00pm Singapore time and end on 30 January 2017 at 12:00pm Singapore time. Entries received before or after these dates and times will not be considered.
- 2. To enter the Contest, the entrants ("Entrants") must be aged 18 years and above. Entrants must:
  - a. submit their entries directly via the Contest widget as displayed on: http://bit.ly/ProsPAIRity; and
  - b. upload an original photo or video composition of what they think makes a perfect match, along with a suitable caption, from their Instagram or Facebook account via the Contest widget. Entries must include the hashtag #ProsPAIRity and tag @marinabaysands.
- 3. Entrants may submit unlimited entries during the duration of the Contest, but are restricted to 1 entry per day and entry must be recently created (from entrants' last 20 posts on Instagram or Facebook at the time of submission). Each entry should feature a new photo or video that is different from past entries. However, multiple entries will not increase the Entrants' chances of winning. Entrants who submit multiple entries featuring the same photo will be disqualified.
- 4. By taking part in the Contest, Entrants represent and warrant that they have the legal right and capacity under their respective jurisdictions to enter into the Contest and to agree to these Terms and Conditions. This Contest is void where prohibited or restricted by law, and entries from such jurisdictions shall not be accepted.
- 5. This is a skill-based Contest, and chance plays no part in the determination of Contest winners. The Contest winners will be picked according to their creativity and determined by Marina Bay Sands' judges in their sole discretion, and such determination shall be final and binding. Distribution of the prizes shall be within the sole discretion of Marina Bay Sands.
- 6. Each photo that is entered into the Contest must meet all of the following requirements:
  - a. The entry must be the Entrant's original work and, where an entry contains any third party image(s), proper crediting of the source of any and all image(s) or videos including copyrighted images and videos.
  - b. The photo may not feature nudity or obscene language or material that is libellous or defamatory.
  - c. Marina Bay Sands will not accept photos published prior to 11 January 2017. Marina Bay Sands reserves the right, in its sole and absolute discretion, to disqualify any submissions that violate the above criteria.
- 7. Four (4) Entrants will be chosen weekly as the "Weekly Winners" and One (1) Entrant will also be chosen to be that week's "Grand Prize Winner" (Weekly Winners and Grand Prize Winner shall collectively be known as the "Winners"). The Winners shall be determined by Marina Bay Sands' judges in their sole discretion, and such determination shall be final.

The Winners will be contacted by Marina Bay Sands on the following dates:

- a. Week 1: 17 January 2017
- b. Week 2: 24 January 2017
- c. Week 3: 31 January 2017
- 8. Winners who comply with all the terms and conditions herein will receive the following:

Week 1	db Bistro & Oyster Bar Dining Voucher (worth \$200)	4 Weekly Winners	
	1N Hotel Stay Deluxe Room + Dining Voucher from Carnivore +	1 Grand Prize	
	1 Set of TWG Tea Gift Set (worth \$600)	Winner	
Week 2	Osteria Mozza Dining Voucher (worth \$200)	4 Weekly Winners	

	1N Hotel Stay Deluxe Room + Dining Voucher from Adrift by	1 Grand	Prize
	David Myers (worth \$800)	Winner	
Week 3	Spago Dining Voucher (\$200)	4 Weekly Winners	
	1N Hotel Stay Deluxe Room + 1 Set Dinner for Two at Long Chim	1 Grand	Prize
	+ 1 Set of TWG Tea Gift Set (worth \$600)	Winner	

- 9. Once the Winners have been notified, Winners will need to email Marina Bay Sands at socialmedia@marinabaysands.com with their full name, identification number and contact number. Winners below the age of 18 must also forward a copy of their parent/guardian's consent letter. Winners who do not respond within 3 days after being contacted via email, or who do not collect their prizes by the dates required by Marina Bay Sands, will be disqualified and have their prizes forfeited. Marina Bay Sands shall not entertain any correspondence with disqualified parties. Prize collection details will be emailed to the Winners upon Marina Bay Sands receiving the necessary information as set out at above. Participation in and usage of the prizes will be subject to the terms and conditions set out in the accompanying email. Winners will have to sign up as a Sands Rewards LifeStyle member upon collection of the prizes.
- 10. 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, merchandise, service charges, souvenirs, 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.
- 11. By participating in the Contest and/or accepting the prize, each Entrant and Winner consents to the collection, use and disclosure to third party service providers by Marina Bay Sands, of any personal data provided by a participant to Marina Bay Sands in conjunction with the Contest, for the following purposes:
  - a. managing and dealing with (including contacting Entrants via telephone call, text message, email and/or postal mail regarding) any matter relating to the management and administration of the Contest:
  - b. complying with or as required by the Marina Bay Sands' and/or its related companies' internal policies or any applicable law, regulation, guidelines, notices, request or direction issued by any applicable regulatory or governmental authorities of any relevant jurisdiction that is binding on Marina Bay Sands and/or any of its related companies; and
  - c. acting in accordance with the prevailing Marina Bay Sands' privacy policy (See <a href="http://www.marinabaysands.com/privacy-policy.html">http://www.marinabaysands.com/privacy-policy.html</a>).
- 12. In the event that a Winner is at any time determined to be ineligible or withdraws from the Contest, Marina Bay Sands reserves the right to select another Entrant to take that place as a Winner, although it will not be under any obligation to do so. The selection shall be within the sole and absolute discretion of Marina Bay Sands, whose decisions shall be final.
- 13. Entrants must agree to the privacy policy as stated on <a href="http://www.marinabaysands.com/policy.html">http://www.marinabaysands.com/policy.html</a>. By submitting an entry to the Contest, the Entrant, at any time, without any fee or other form of compensation:
  - a. grants Marina Bay Sands permission for his/her entry to be published on Marina Bay Sands' websites, in print materials, radio broadcasts, and displayed on Marina Bay Sands' Facebook Page, Instagram, Twitter or any other social media pages.
  - b. grants Marina Bay Sands permission to use his/her name, 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 Marina Bay Sands' websites, in print materials, radio broadcasts, displayed on Marina Bay Sands' social media pages and/or used by Marina Bay Sands.
- 14. Any Entrant found cheating will be disqualified from the Contest and rendered ineligible for any prizes. Marina Bay Sands reserves the right to disqualify Entrants for fraud, manipulation or other related issues,

including providing false information (such as fake account(s), personas or photos) or for deliberately withholding information.

- 15. 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.
- 16. Entrants may not object 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 or pay to Winner the value of any prizes that are not utilized by the Winners before any expiry date as may be stipulated by Marina Bay Sands.
- 17. Marina Bay Sands reserves the right to revise, cancel, suspend or modify the Contest 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 Contest as it deems necessary, or to cancel the production and development of the Contest. Marina Bay Sands shall not be obliged to give any reason or enter into any correspondence with any persons on any matter concerning the Contest. Marina Bay Sands is under no obligation to exploit the Contest in any media. In case of any dispute arising in connection with the Contest or these Terms and Conditions, any decision by Marina Bay Sands is final and no challenges to such decision will be entertained. Entrants shall not commence any legal or other proceedings in any court or tribunal in any jurisdiction in respect of any such dispute.
- 18. Marina Bay Sands is not responsible for:
  - Electronic transmission errors or delays resulting in an inability to participate in the Contest, claim a prize, 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. Lost or unavailable connections, or delayed computer transmissions, whether caused by Marina Bay Sands, or by any of the equipment; or
  - c. Programming associated with or utilised in the Contest 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 Contest or claim a prize. Proof of delivery of an entry or email is not proof of receipt by Marina Bay Sands.
- 19. The following parties are not eligible to participate in this event:
  - a. Advertising agencies, tenants and affiliates of Marina Bay Sands; and
  - b. 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.
- 20. 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 Contest, and/or the use of the Entrant's provided details and/or likeness in connection with the Contest, or the promotion thereof in all media now known or hereafter devised.
- 21. By participating in the Contest or accepting and/or using the prizes, the Entrant agrees that MBS shall not be responsible, and 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 for any and all losses, damages, rights, claims and actions of any kind resulting from the Contest and acceptance or usage of any prize, including without limitation, personal injuries, death and property damage.

- 22. 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, wilful misconduct, or a breach of obligations, covenants, representations or warranties by the participant in connection with this Contest.
- 23. The Contest and these Terms and Conditions will be governed by Singapore law.
- 24. Apart from Marina Bay Sands and the specific Entrant, no other parties shall have any rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any term of such agreement or these Terms and Conditions.
- 25. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook®.