

Collect & Win (9 Dragons Redemption)

Terms and Conditions

1. **Terms.** The terms and conditions herein (“General T&Cs”), and any other applicable specific terms and conditions relevant to the Dragon Figurine and Peel & Win 2019 redemption (“**Redemption**”) (“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 **Redemption**, 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 the provisions in the General T&Cs and the provisions of the Other T&Cs, the provisions of the Other T&Cs shall prevail.
2. **Collect & Win (Dragon Figurine Redemption) Period.** The period of this **Redemption** will be from 12pm on 4 May 2019 through 16 June 2019 (“Redemption Period”), while stocks last. The **Redemption of the Dragon Figurines** will expire at 9pm on 16 June 2019 and the period during which any Destination Dollars won (related to the Redemption) may be claimed shall expire at <11.59pm> on 16 June 2019. After such times, no further participation in this **Redemption** will be permitted.
3. **Eligibility and Participation.**
 - a. To be eligible to participate in the **Redemption**, you must:
 - i. be a SRL member and be eighteen (18) years of age or older.
 - ii. 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; and (c) employees of MBS or their immediate family members;
 - iii. satisfy any other eligibility criteria determined by MBS in its sole discretion (“Qualifying Participant”) and
 - iv. redeem the Dragon Figurine(s) in person.
 - b. If you are not a Qualifying Participant and have participated in this **Redemption**, MBS reserves the right to disqualify your participation as well as seek the return of any payment, award or prize (including such payment, award or prizes credited to any of your membership accounts with MBS) from you.
 - c. MBS further reserves the right to disqualify your participation in this **Redemption** if:
 - i. you have cheated or committed a fraud;
 - ii. you tampered or attempted to tamper with the entry process/operation of this **Redemption**;
 - iii. you manipulated or attempted to manipulate the operation of this **Redemption**;
 - iv. your conduct is in breach of the Rules including providing false information (such as fake accounts, personas or photos) or deliberately withholding information; or
 - v. you do not redeem the Dragon Figurine(s) in person.
4. **Prizes, Draws and Collection.**
 - a. Qualifying Participants who have won prizes as a result of participating in this **Redemption** (“Winning Participant”) must accept the relevant prize “as is”. Prizes cannot be exchanged for cash, are non-transferable, non-exchangeable, non-reimbursable and may not be sold or used for any commercial purpose, including but not limited to any use for which the Winning Participant would have otherwise been entitled to collect fees or receive any remuneration.

- b. The Winning Participant is solely responsible for the payment of any applicable tax in relation to the relevant prize and for any costs associated with the prize or its use.
 - c. MBS reserves the right to substitute any prize with one or more prize alternatives of equivalent value (other than cash).
 - d. If prizes are in the form of Destination Dollars (as determined by MBS) and a Winning Participant (who is also a SRL member) would accumulate more than the maximum of S\$100,000 Reward Dollars (as determined by MBS) as a result of accepting the prize, the SRL member agrees that Reward Dollars in excess of the S\$100,000 maximum limit will not be credited to the relevant SRL member's account in accordance with SRL Terms and Conditions. Accrual of Reward Dollars will cease and resume only when SRL member's account balance falls below S\$100,000 Reward Dollars.
 - e. All prizes must be collected within the Redemption Period in the manner specified in the winning notification communicated to the Winning Participant. If the Winning Participant fails to collect the prize, MBS reserves the right to draw another winner in place of the Winning Participant or to regard the prize as forfeited without liability to the Winning Participant. MBS' decision is final.
 - f. MBS reserves the right not to award a prize or to seek the return of any prize awarded in the event that the Winning Participant is not entitled to receive such prize in accordance with applicable law (provided always that the Winning Participant is solely responsible for providing evidence that he/she is entitled to receive any prize) or if MBS has cause to disqualify the Winning Participant in accordance with section 2c above.
 - g. MBS is not an agent of the merchants supplying the prizes. MBS will not accept any liability in contract or tort or any other kind of liability in respect of any prizes supplied by third party merchants. Any photograph used to showcase or promote a prize is for illustrative purposes only and the actual prize may differ from the appearance and other features from the item shown in the photograph. MBS makes no representation or warranty as to the quality, design, specifications, condition or performance of such a prize and assumes no liability or responsibility for the acts or omissions of the relevant merchants or any non-performance or defects in any prizes supplied by third party merchants. Any dispute about the quality, condition or performance of a prize supplied by third parties is to be resolved directly between the Winning Participant and the relevant merchant.
5. **Publicity and Intellectual Property.** By participating in this **Redemption**, 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:
- i. processing and administering matters relating to this **Redemption**, 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;
 - 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, you grant MBS a license to Use your personal data, including your images and likeness, and waive all claims for payment for such Use.

You 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 Redemption 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 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 **Redemption** 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 **Redemption**, or (d) any loss of opportunity to participate in this **Redemption** 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 the Winning Participants under the Rules, 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 **Redemption**.
- c. You 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) your participation in the **Redemption**, and/or (ii) your acceptance, possession, use, or misuse of any prize 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 **Redemption**.

7. **Modification to the Rules.**

- a. MBS reserves all rights in relation to this **Redemption**, 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 to you; and
 - ii. the right to postpone, temporarily halt, or terminate this **Redemption**, or adjust the structure, type and distribution of this **Redemption** including prizes, at any time and in its sole and absolute discretion.
- b. MBS' interpretation of the Rules shall be the final and governing interpretation.
- c. The Chinese version of the Rules is only provided for reference. In the event of any conflict between the Chinese and English version of the Rules, the English version shall prevail.