## **Terms & Conditions**

- 1. The Promotion will take place from 28 September to 8 October 2017 (the "Promotion Period").
- 2. All registered Sands Rewards LifeStyle ('SRL') members who sign up at any SRL counter in Marina Bay Sands Pte Ltd ('MBS') and are in good standing (each, a 'Member' and collectively, 'Members') are eligible to participate.
- 3. This Promotion is only available to SRL Members who use their Sands Rewards membership cards and utilised 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 at selected shows at Mastercard<sup>®</sup> Theatres and Sands Expo<sup>®</sup> and Convention Center.
  - ii. Bulk and/or corporate ticket purchases from ArtScience Museum and Mastercard Theatres;
  - iii. Any transaction made within the Casino or is casino-related;
  - iv. Bill payments, instalment plan payments, and voucher and/or gift certificate purchases.
- 4. During the Promotion period, members will earn 6% in Destination Dollars ("Double Rewards"), instead of the usual 3% in Destination Dollars except for transactions at Adrift, Club55, RISE® or SweetSpot transactions where Members will earn 9% in Destination Dollars.
- To be eligible for Double Rewards', Members must complete a one-time activation during the activation period set out in paragraph 7 below ('Activation Period') by swiping at any SRL kiosk located within MBS or SMS <2X-SRL membership number> (E.g.: 2X-100123456) to 9024 7050/77880 ('Activation').
- 6. All additional rewards (3% in Destination Dollars) will be issued into Members' account within 48 hours. All additional rewards for the transactions within the Hotel Folio which are eligible for Double Rewards will be credited 48 hours after Members' check out date. In the event of technical issues, Members' accounts will be updated when the system is available.
- 7. The timeframes for the Activation Period is as follows:

Kiosk and SMS Activation Period	Destination Dollars Earning Period
28 September – 8 October 2017	Daily
(12am – 11:59pm)	(12am – 11:59pm)

8. Only same-day transaction(s) made after the Member's Activation and within the promotional period will be eligible for Double Rewards. Transaction(s) made on different day(s) prior to Activation will not be eligible for Double Rewards.

- 9. For Hotel Room stays to be eligible for the Double Rewards within the promotional period, check-out must be completed by 8 October 2017.
- 10. Destination Dollars will not be retroactively credited for Members who do not meet the Promotion requirements.
- 11. Destination Dollars earned will expire on first-in-first-out basis after 12 months if not used or redeemed.
- 12. Maximum amount of Destination Dollars to be issued under the Promotion is \$150,000 Destination Dollars. MBS reserves all rights to terminate this Promotion, or adjust the structure of the Promotion at its sole and absolute discretion once the maximum amount of Destination Dollars is issued.

## **General Rules**

- 13. All registered Sands Rewards LifeStyle ('SRL') members in good standing are eligible to participate. Only Members in possession of membership cards with their names and photographs printed on the card will be able to participate in the Promotion.
- 14. Members whose SRL accounts are eligible for Double Rewards and will accumulate more than the maximum of \$100,000 in Destination Dollars during the Promotion Period must agree to sign and abide by the rules set forth in the Double Rewards Acknowledgement Letter. The additional rewards will only be credited to the Members' Sands Rewards account if and when the balance in such Members' Sands Rewards Account does not exceed \$100,000 in Destination Dollars after such credit of additional rewards will be made by MBS at any time.
- 15. All Destination Dollars are non-transferable, non-exchangeable and non-reimbursable. The 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.
- 16. 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, torts

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.

- 17. 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.
- 18. The following parties are not eligible to participate in this Promotion: (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.
- 19. MBS reserves the right to refuse issuance of Destination Dollars to an applicant determined to be non-eligible.
- 20. 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.
- 21. 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.
- 22. 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.
- 23. 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.
- 24. 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 and Conditions are to be read in conjunction with the Terms and 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 and Conditions may have their Double Rewards forfeited.
- 25. 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. Any Member found cheating will be disqualified from the Promotion and rendered ineligible for additional rewards (3% in Destination Dollars). 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.
- 26. 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 (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.

- 27. MBS has the right to final interpretation of these Terms and Conditions. Members who fail to comply with any of the Terms and Conditions will have their additional rewards (3% in Destination Dollars) forfeited.
- 28. 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 Prize or any portion thereof, including without limitation, personal injuries, death and property damage.
- 29. 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.
- 30. 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.