Terms and Conditions

- (1). Marina Bay Sands Pte Ltd (the "**Organiser**" or "**MBS**") is the organiser of this Promotion, as described in paragraph 3 herein ("**Promotion**"). By participating in the Promotion, the participant agrees to accept the Terms and Conditions set out below and any other Terms and Conditions which may be imposed by MBS.
- (2). The Promotion Period is from 10.30am on 15 January 2016 until 10:59pm on 21 February 2016 ("**Promotion Period**").
- (3). During each day of the Promotion Period, shoppers who:
 - a. achieve a minimum spend of \$\$1,888 at stores located in The Shoppes at Marina Bay Sands ("The Shoppes"), the ArtScience Museum, Theatre, Sampan Rides, Banyan Tree Spa and Sands SkyPark "Participating Stores" and who meet the requirements set out at paragraph 4 below will have the opportunity to redeem a \$\$80 shopping voucher which may be used at the participating outlets listed at www.MarinaBaySands.com/ShoppingVoucherOutlets ("\$\$80 Voucher").
 - <u>b.</u> <u>achieve a minimum spend of \$\$3,888 at Participating Stores, and who meet the requirements set out at paragraph 5 below will have the opportunity to receive a \$\$180 shopping voucher which may be used at the participating outlets listed at www.MarinaBaySands.com/ShoppingVoucherOutlets ("\$\$180 Voucher").</u>
- (4). During the Promotion Period, the first 50 participants meeting the following requirements each day shall have the opportunity to redeem one S\$80 Voucher,:
 - a. The participant is aged 21 years old and above.
 - b. A minimum spend of S\$1,888 at Participating Stores. This minimum spend may be accumulated via a maximum of three (3) same-day transactions with accompanying valid and original printed receipts.
 - c. The participant may not have previously redeemed the S\$80 Voucher, or the S\$180 Voucher, on the same day.
 - d. The S\$80 Voucher may only be redeemed on the date of the relevant receipts utilised for redemption. Receipts not redeemed on the day of purchase cannot be redeemed at a later date or combined with receipt(s) of a later date.
- (5). During the Promotion Period, the first 25 participants meeting the following requirements each day shall have the opportunity to redeem one \$\$180 Voucher.:
 - a. The participant is aged 21 years old and above.
 - b. A minimum spend of \$\$3,888 at Participating Stores. This minimum spend may be accumulated via a maximum of three (3) same-day transactions with accompanying valid and original printed receipts.
 - c. The participant may not have previously redeemed the S\$80 Voucher or the S\$180 Voucher on the same day.
 - d. The Shopping Voucher may only be redeemed on the date of the relevant receipts utilised for redemption. Receipts not redeemed on the day of purchase cannot be redeemed at a later date or combined with receipt(s) of a later date.
- (6) Participants who collect the S\$180 Voucher and are Sands Rewards LifeStyle ("SRL") members shall be eligible for an upgrade to Elite status, on the following conditions:
 - a. Elite status upgrade is valid for 90 days from date of upgrade. If the member accumulates a total of 400 Destination Points within this 90-day period, he or she shall have their Elite status extended for a 1-year period effective from the date of upgrade. Following the 1-year period, in order to maintain the Elite status, the member will have to earn another 888 Destination Points.
 - b. Elite status upgrade is valid for all registered SRL members in good standing and upgrade can only be effected on the date of the collection of the S\$180 Voucher.

- c. MBS reserves the right to refuse the upgrade to any party that does not meet the conditions set out herein, including where members submit invalid receipts, incorrect information, or are involved in any acts which may disqualify them from participation.
- (7) During the Promotion Period, each participant who is eligible to redeem the S\$80 Voucher or the S\$180 Voucher may also receive a Gift Voucher to be redeemed at a store for a gift within The Shoppes as designated by MBS ("Gift Voucher"), subject to the following conditions:
 - a. The participant is a member of MBS' Sands Rewards LifeStyle programme
 - b. The participant may not have previously redeemed the Gift Voucher on the same day
- (8) The Shopping Voucher and the Gift Voucher may be redeemed at the Concierge Counter, Level 1 (outside Bread Street Kitchen upon presentation of the participant's (a) NRIC/passport (b) original receipt(s) from Participating Stores and (c) for the Gift Voucher, Sands Rewards LifeStyle membership card. Participants who are not members of the Sands Rewards LifeStyle programme may sign up for membership at the redemption counter.
- (9) The Gift Voucher must be presented at the specific store within The Shoppes as stated on the Gift Voucher, within the store opening hours, for redemption of the gift. The gifts may not be exchanged for other items within the store, cash or store credit. Any disputes or issues in relation to the gift shall be settled between the participant and the relevant store without the involvement of MBS. Other terms as stated on the Gift Voucher shall apply.
- (10) The following transactions are not eligible for this Promotion:
 - a. Casino and hotel room transactions;
 - b. Bill payments, instalment plan payments, and voucher and/or gift certificate purchases
 - c. Online purchases for shows at Theatres
 - d. External shows that are not held within the Marina Bay Sands Integrated Resort
- (11) MBS reserves the right to disqualify any participant that does not meet the Terms and Conditions of the Promotion. These include entries submitted with invalid receipt(s) or incomplete or incorrect information. MBS is not responsible for the loss of opportunity to participate if for any reason whatsoever a participant is unable to comply with the Terms and Conditions of this Promotion.
- (12) MBS is neither responsible nor liable for any delayed, lost, stolen, incomplete, late or misdirected entries and submissions caused by any reason whatsoever. In particular, 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 participant's ability to take part in the Promotion.
- (13) Vouchers are only valid for use at participating outlets and establishments in The Shoppes. All other general terms and conditions for Voucher usage will apply. All Vouchers, gifts and Elite status upgrade are non-transferrable, non-exchangeable, non-cashable and subject to availability on a first-come-first-serve basis.
- (14) At any time and without prior notice, MBS may amend these Terms and Conditions, postpone, temporarily halt or terminate the Promotion, or adjust the gift type and distribution at its sole and absolute discretion and all participants shall be bound by such amendments.



- (15) The Promotion is not open to employees of (a) tenants of the Mall or (b) Organizer.
- (16) By participating in the Promotion and/or accepting the gift or Voucher, each participant consents to:
 - a. the collection, use and disclosure to third party service providers by MBS, of any personal data provided by a participant to MBS in conjunction with the Promotion, for such purposes as MBS deems reasonably necessary for the administration and management of the Promotion.
 - b. MBS' use of their name(s), photograph(s), or any likeness of them for feedback, promotional, advertising, marketing and/or publicity purposes as MBS deems fit without any other fee or other form of compensation
- (17) Each participant agrees to release, discharge, indemnify and hold harmless MBS and its agencies, affiliated companies, authorised partners, sub-contractors and their respective officers, directors, employees, agents from and against any claims, losses, liabilities, expenses, costs and damages arising from and in connection with participant's participation in this Promotion and the acceptance and use of the Voucher and/or Gift including without limitation, personal injuries, death and property damage. MBS makes no warranties, representations or guarantee either expressed or implied regarding any Gift and/or item purchased using the Voucher, including but not limited to any warranty of merchantability and fitness for a particular purpose. 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.
- (18) The Promotion Terms and Conditions are to be read in conjunction with the Terms and Conditions of Sands Rewards LifeStyle Programme ("Other Terms") available on marinabaysands.com/sands-rewardslifestyle/terms-and-conditions.html. In the event of any inconsistency between these terms and the Other Terms, these terms prevail only to the extent of such inconsistency. Participants agree to this Promotion's Terms and Conditions as well as the Other Terms. Participants who fail to comply with any of the Terms and Conditions may be disqualified from participating in the Promotion.
- (19) In the event of any dispute, the decision of MBS is final and binding and no correspondence will be entertained.
- (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) These Terms and Conditions shall be governed under Singapore law.
- (22) 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.