## Terms and Conditions

## Complimentary Personal Shopping Experience with minimum of \$2,000 spend

- 1. Marina Bay Sands Pte Ltd (the "**Organiser**" or "**MBS**") is the organiser of this Promotion, as described in paragraph 3 herein ("**Promotion**"). Conditions contained herein, including information on how to participate in the Promotion and the voucher details, apply to the Promotion. By participating in the Promotion, the participant agrees to accept these Conditions.
- 2. The Promotion Period is from 10:30am 9 November 2016 until 10:59pm on 26 December 2016 ("**Promotion Period**").
- 3. During the Promotion Period, each participant meeting the following requirements each day shall be eligible to reserve one complimentary Personal Shopping Experience at The Shoppes at Marina Bay Sands ("The Shoppes"):
  - a. A minimum spend of S\$2,000 ("**Spend**") at participating stores located in The Shoppes, the ArtScience Museum, Theatre, Sampan Ride, Banyan Tree Spa, Sands SkyPark and all participating restaurants & bars located in Marina Bay Sands. The Spend may be accumulated via a maximum of two (2) same-day transactions with accompanying valid and original receipts.
  - b. The participant may not have previously redeemed the Personal Shopping Experience on that same day.
  - c. Redemption of the complimentary Personal Shopping Experience must take place on the date the participant's spend is accumulated.
- 4. The eligibility to reserve one complimentary Personal Shopping Experience is valid until 26 February 2017 and experience must be completed by 28 February 2017.
- 5. Valid original receipts are accepted from all participating stores located in The Shoppes at Marina Bay Sands, the ArtScience Museum, Theatres, Sampan Ride, Banyan Tree Spa, Sands SkyPark and all restaurants & bars located in Marina Bay Sands.
- 6. The following transactions are not eligible for this Promotion:
  - a. Casino and hotel room transactions;
  - b. Bill payments, instalment plan payments, and any voucher and/or gift certificate purchases.
- 7. MBS reserves the right to disqualify any participant that does not meet the 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.
- 8. 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.
- 9. At any time and without prior notice, MBS may amend these Conditions, postpone, temporarily halt or terminate the Promotion.
- 10. The Promotion is not open to employees of (a) tenants of the Mall or (b) MBS.
- 11. Terms and Conditions of the Personal Shopping Experience shall apply:

- a. Each Personal Shopping Experience shall be for 3 hours, starting from the fixed appointment time. Extension of time shall be at MBS' sole discretion.
- b. Reservations for the Personal Shopping Experience shall be made at the Level B1 Concierge Counter near the Omega boutique at The Shoppes.
- c. The Personal Shopping Experience is limited to 3 participants per day and subject to availability. In the event a participant's preferred session is unavailable, another session will be arranged. Postponements of sessions shall be at MBS' sole discretion.
- d. Each participant may be accompanied by a maximum of 1 guest him/her ("Accompanying Party").
- e. Each participant shall be entitled to redeem one (1) TWG Tea High Tea set (worth \$39++) for one pax at TWG outlets at The Shoppes at Marina Bay Sands after the Personal Shopping Experience.
- f. The Shoppes Vouchers worth S\$250 ("Vouchers") are redeemable with a minimum of \$1,000 spend at any of the boutiques visited by participant during the Personal Shopping Experience.
- g. The Accompanying Party will not be entitled to redeem the Vouchers and purchases made by such party will not be attributed to the minimum spend.
- h. The Vouchers are only valid for use at respective participating stores within The Shoppes. All other general terms and conditions for voucher usage will apply. All Vouchers are non-exchangeable, non-cashable and subject to availability on a first-come-first-serve basis. MBS makes no warranties, representations or guarantee either expressed or implied regarding any item purchased using the Voucher, including but not limited to any warranty of merchantability and fitness for a particular purpose.
- i. The Vouchers cannot be used to offset the guest's hotel stay.
- j. In the event a participant fails to attend the Personal Shopping Experience, the session will be forfeited.
- 12. By participating in the Promotion, the Personal Shopping Experience and/or accepting the Vouchers, each participant agrees that:
  - a. no claim relating to losses or injuries (including special, indirect and consequential losses) shall be asserted against MBS, its parent companies, affiliates, directors, officers, employees or agents from any and all losses, damages, rights, claims and actions of any kind resulting from the Promotion and acceptance of the Personal Shopping Experience and/or Vouchers, including without limitation, personal injuries, death and property damage.
  - b. consents to 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 or the Personal Shopping Experience, for such purposes as MBS deems reasonably necessary for the administration and management of the Promotion and the Personal Shopping Experience.
- 13. By participating in the Promotion and the Personal Shopping Experience, participants consent to 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.
- 14. 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 Personal Shopping Experience.
- 15. In the event of any dispute, the decision of MBS is final and binding and no correspondence will be entertained. Participants shall not commence any legal or other proceedings in any court or tribunal in any jurisdiction in respect of any dispute.



16. 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.

17.	These	Terms	and	Conditions	shall	be	governed	under	Singapore	law.
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## TERMS AND CONDITIONS

## COMPLIMENTARY GIFT WRAPPING SERVICE

- 1) By engaging in the gift wrapping service further described in paragraph 3 below ("Service"), the participant agrees to accept these Terms and Conditions.
- 2) The Service is valid from Sunday to Thursday 10.30am to 10pm and Friday, Saturday and Eve of Public Holiday 10.30am to 10.30pm.
- 3) Complimentary gift wrapping service is valid with a minimum spend of S\$100 in a single receipt at participating stores within The Shoppes at Marina Bay Sands®, the Hotel Lobby and Coach Bay, ArtScience Museum<sup>™</sup> or ArtScience Museum Shop. Each guest is entitled to maximum 2 pieces of wrapping paper per redemption. Limited to one redemption per participant per day.
- 4) The Service may be redeemed at Retail Concierge counter at the gift wrapping counters at the North Promenade Level B2 near Tumi and South Promenade Level B2 near Zara, upon presentation of the original same day receipt(s). Only valid original receipts from participating stores located within The Shoppes at Marina Bay Sands, the Hotel Lobby and Coach Bay, and ArtScience Museum will be accepted.
- 5) The following transactions are not eligible for this Service:
  - (i) Transactions at the following venues: Adrift, Banyan Tree Spa & Fitness Centre, Bread Street Kitchen, Club55, CUT, db Bistro & Oyster Bar, DBS, Far East Exchange, Flight Bar & Lounge, Hotel Gift Shop, Livewire by Singapore Pools, Osteria Mozza, Pizzeria Mozza, RISE® Restaurant, RISE Lounge, Sampan Rides, Skating Rink, Sky on 57®, Sands SkyPark®, SkyPark Shop, Spago, SweetSpot®, The Cheese & Chocolate Bar and Waku Ghin;
  - (ii) Casino and hotel room transactions;
  - (iii)Bill payments, instalment plan payments, and voucher and/or gift certificate purchases;
  - (iv) Bulk and/or corporate ticket purchases from ArtScience Museum and MasterCard Theatres.
- 6) Marina Bay Sands ("MBS") reserves the right to disqualify any party that does not meet the Terms and Conditions for using the Service. These include but are not limited to parties who submit entries 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 provide valid original receipt(s).
- 7) At any time and without prior notice, MBS may amend these Terms and Conditions or terminate the Service and all participants shall be bound by such amendments or termination.
- 8) The following parties are not eligible to participate in the Service:
  - (i) Employees of advertising agencies, tenants and affiliates of MBS;
  - (ii) Employees of MBS and their immediate family members.
- 9) By using the Service and/or accepting the complimentary gift wrapping Service, each participant:
  - (i) agrees that MBS shall not be responsible for, and 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 in relation to, any and all losses, damages, rights, claims and actions of any kind resulting from the Service and the participant's acceptance of the gift wrapping service, including without limitation, personal injuries, death and property damage; and
  - (ii) consents to 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 use of the Service, for such purposes as MBS deems reasonably necessary for the administration, management and assessment of the Service.
- 10) Participants 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, 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 participant in connection with this Service.
- 11) In the event of any dispute, the decision of MBS is final and binding. Participants shall not commence any legal or other proceedings in any court or tribunal in any jurisdiction in respect of any such dispute.



- 12) 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.
- 13) These Terms and Conditions shall be governed by the laws of Republic of Singapore.