## **Terms & Conditions**

#### Promotion and General Terms and Conditions

1. The Offer shall only be valid during the period from 1 July 2025 to 30 June 2027 ("**Promotion Period**").

#### Tier Match Upgrade for Korean Air SKYPASS members at Marina Bay Sands ("Tier Match")

- 2. This Offer shall only apply to individuals who fulfil all the following criteria at the time of participation in this Offer:
  - a) Registered SKYPASS member of the Korean Air Lines Co., Ltd. ("Korean Air SKYPASS members") who is in good standing and eighteen (18) years of age or older;
    - b) Cardholder of the Million Miler, Morning Calm Premium, Morning Calm membership ("Eligible Card");
    - c) Is a foreigner who is not working and/or residing in Singapore (i.e., a tourist);
    - d) Present the requisite documents for verification to participate in the promotion. (i.e., passport and Korean Air SKYPASS membership card); and
    - e) Does 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.
- 3. During the Promotion Period:
  - a) Million Miler and Morning Calm Premium members shall each enjoy a complimentary Marina Bay Sands ("**MBS**") Sands LifeStyle ("**SL**") membership tier upgrade to SL Elite for 12 months when they sign up for MBS SL membership by 30 June 2027.
  - b) Eligible members who redeem the complimentary upgrade to SL Elite tier need only spend \$\$50,000 in transactions which are eligible to receive Reward Dollars during the 12 months period to receive another 12 months SL Elite tier membership.
  - c) This spend may be made with cash, NETS, credit or debit card, funds transfer service, online payment platform or digital payment system but not via a Resort Dollars redemption at any retailer within The Shoppes at MBS.
  - d) Korean Air SKYPASS Million Miler and Morning Calm Premium Members who do not meet the spend requirement within the stipulated period above will be downgraded to the Prestige tier.
  - e) Morning Calm members, provided they fulfill the Same-Day Spend Requirement (as defined below) shall each enjoy a complimentary SL membership tier upgrade to SL Prestige for 12 months when they sign up for MBS SL membership before 30 June 2027.
  - f) Morning Calm Members, in order to be eligible for the complimentary upgrade must spend any amount at any retailer in MBS (the "Same-Day Spend Requirement"). This requirement may be incurred with any purchase of goods and services where payment is made with cash, NETS, credit or debit card, funds transfer service, online payment platform or digital payment system but not via a Resort Dollars redemption.
  - g) In the event that the Same-Day Spend Requirement is incurred at a SL participating outlet, it must be eligible to earn Resort Dollars and the Resort Dollars thereby earned must be credited to an existing LifeStyle tier SL membership account. A Morning Calm member who is not already a SL member may sign up for membership just before incurring the Same-Day Spend Requirement.
  - h) In the event that the Same-Day Spend Requirement is not incurred at a SL participating outlet, the Morning Calm member must retain a physical copy of the original receipt for the spend and present it to redeem the upgrade.
  - i) Eligible members who redeem the complimentary upgrade to SL Prestige tier need only spend S\$5,000 in transactions which are eligible to receive Reward Dollars during the 12 months period to receive another 12 months SL Prestige tier membership.
  - j) This spend may be made with cash, NETS, credit or debit card, funds transfer service, online payment platform or digital payment system but not via a Resort Dollars redemption at any retailer within The Shoppes at MBS.
  - k) Morning Calm Members who do not meet the spend requirement within the stipulated period above will be downgraded to the SL LifeStyle tier.

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- 4. The offer is valid for one-time redemption per eligible member. Members who have redeemed SL upgrade offers under the Sands Alliance partnership will not be eligible for the upgrade.
- 5. Terms and conditions of the Rewards membership programme and use of Reward Dollars shall apply, visit <u>https://www.marinabaysands.com/sands-rewards-lifestyle/terms-and- conditions.html</u>

### Terms and Conditions Applicable to both Tier Match Upgrade

- 6. The benefits made available to Korean Air SKYPASS Million Miler, Morning Calm Premium and Morning Calm members ("Eligible Members") pursuant to the terms of the Offer are not exchangeable or refundable for cash, credit or kind.
- 7. Company and MBS reserve the right to suspend, withdraw or terminate the Offer at any time without notice. The decision of Company and MBS on all matters relating to the SL programme and the Korean Air SKYPASS membership programme shall be final, binding and conclusive on all Eligible Members, including without limitation, any decision on the eligibility of any person to participate in this offer.
- 8. Company and MBS may at any time at their sole and absolute discretion, without notice and without assigning any reasons therefore, delete, vary, supplement, amend or modify the terms of this offer. The Eligible Members are deemed to accept and are bound by such variations, additions, deletions, amendments and/or modifications if the Eligible Members do not terminate their memberships or use of their membership cards.
- 9. In the event of any inconsistency between terms and conditions and any brochure, marketing or promotional materials relating to this offer, the terms of this offer as set out herein shall prevail.
- 10. A person who is not a party to the terms and conditions of this offer has no right under the Contracts (Rights of Third Parties) Act Cap 2001 to enforce any term or condition of the Reciprocal Promotions.
- 11. Company and MBS shall not be responsible for the quality, merchantability or fitness for any purpose or any other aspect of this offer, or any product and/or service relating to this offer. Notwithstanding anything herein, Company and MBS shall not at any time be responsible or held liable for any defect or malfunction in any product or the deficiency in any service provided, and/or any loss, injury, damage or harm suffered or incurred by or in connection with this offer, and/or the use of any product and/or service relating to this offer, by any person.
- 12. Company and MBS shall not be responsible for any loss or damage to any person in connection with this offer howsoever arising, including any error in computing chances, any breakdown or malfunction in any computer system or equipment, or any notice which is misdirected or lost in the post or in transmission.
- 13. The terms of this offer shall be governed by and construed in accordance with the laws of Singapore, and the Eligible Members irrevocably submit to the non-exclusive jurisdiction of the Singapore courts.
- 14. These Terms and Conditions may be provided to members in other languages for reference. These versions of these Terms and Conditions are translations and intended solely for reference purposes only. If there is any conflict, inconsistency or ambiguity between the English version and any other version of these Terms and Conditions, the English version shall prevail.