

## TERMS AND CONDITIONS

- Marina Bay Sands Pte Ltd (the 'Organiser' or 'MBS') is the organiser of this Promotion, as described in paragraph 3 herein ('Promotion'). Conditions are contained herein, including information on how to participate in the Promotion. By participating in the Promotion, the participant agrees to accept these Conditions.
- 2. The Promotion Period is from 10:30am on 4 May until 11:00pm on 8 May 2016.
- 3. During the Promotion Period, but subject to availability, each participant who meets the following requirements each day may redeem a gift ('Gift') at the Concierge Counter at Level B2 South Promenade (near Zara) ('Counter'):
  - a. A minimum spend of S\$1,500 ('Spend') at participating stores located in The Shoppes at Marina Bay Sands ('The Shoppes'), ArtScience Museum<sup>™</sup>, MasterCard® Theatres, Sampan Rides, Banyan Tree Spa, Sands SkyPark® and all participating restaurants & bars located within Marina Bay Sands. The Spend may be accumulated via a maximum of three (3) same-day transactions with accompanying valid and original receipts.
  - b. The participant may not have previously redeemed the Gift on the same day.
  - c. The Gift 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.
  - d. The participant must present his/her identification documents (passport, IC or driver's license) and the receipts evidencing the Spend at the Counter during operating hours.
  - e. Participant must be at least 18 years of age on the date of redemption.
- 4. The following transactions are not eligible for this Promotion:-
  - (i) Casino and hotel room transactions;
  - (ii) Bill payments, instalment plan payments, and voucher and/ or gift certificate purchases
- 5. MBS reserves the right to disqualify any party that does not meet the Terms and Conditions of the Promotion. These include parties who submit entries with invalid receipt 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 a valid original receipt.
- MBS is neither responsible nor liable for any delayed, lost, stolen, incomplete, late or misdirected entries and submissions caused by any reason whatsoever.
- All Gifts are subject to availability on a first-come-first-served basis and while stocks last.

- At any time and without prior notice, MBS may amend these Conditions or terminate the Promotion and all participants shall be bound by such amendments or termination.
- The following parties are not eligible to participate in the Promotion:

   advertising agencies, tenants and affiliates of MBS; and
   employees of MBS and their immediate family members. MBS reserves the right to refuse to allow a non-eligible party to receive a Gift.
- By participating in the Promotion and/or accepting the Gift, 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 respect of, any and all losses, damages, rights, claims and actions of any kind resulting from the Promotion and the participant's acceptance or usage of the Gift, including without limitation, personal injuries, death and property damage;
  - (ii) consents to the collection and use by MBS, of any personal data provided by a participant to MBS in conjunction with the Promotion and/or accepting the Gift, for such purposes as MBS deems reasonably necessary for the administration and management of the Promotion.
- 11. 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 Promotion.
- 12. In the event of any dispute, the decision of MBS is final and binding.
- 13. 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.
- 14. These Terms and Conditions shall be governed under the Singapore law.

