

New Member Rewards Terms and Conditions

Promotion Terms and Conditions

1. First time applicants of Marina Bay Sands Pte Ltd ('MBS') Sands Rewards LifeStyle ('SRL') who personally register for SRL membership during the promotion period at any Sands Rewards counters at Marina Bay Sands ("MBS") for a SRL membership/card are eligible to receive <Gift Name> ("Gift").
2. This promotion is only available to first-time applicants of SRL membership, who have successfully verified their contact number by entering the one-time password during the sign-up process at the Sands Rewards counters. Applicants who have previously held SRL memberships are not eligible to receive the Gift.
3. The respective Gifts will be directly assigned to his membership account within 48 hours upon sign up and spend of \$25 within the first 7 days (including the day of registration) i.e., person joins SRL membership on 1 August 2023, he or she will need to spend at least \$25 from 1 August to 7 August 2023. In the event of technical issues, the applicant's account will be updated when the system is available.
4. \$25 spend refers to any spend, excluding goods and services tax and service charge (where applicable), made by cash, NETS, Members' own credit card, Members' own debit card or redemption of Destination Dollars, that accompanied with the use of members' SRL membership card.
5. Each eligible Member can redeem up to a maximum of 1 gift within this promotion period. Gifts provided within the promotion period are to be determined at the sole discretion of MBS.
6. The eligible member must approach any SRL kiosk located within MBS' property by 31 December 2024, 11:59pm to print his or her Gift voucher. Thereafter, the eligible member is required to present the Gift voucher at redemption counters to redeem the Gift by 31 December 2024. Issuance of the Gift is subject to the Terms and Conditions as stated.

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7. **Terms.** The terms and conditions herein ("General T&Cs"), and any other applicable specific terms and conditions relevant to this promotion ("Promotion") ("Other T&Cs"), together with any amendments as may be made from time to time, shall form a legal agreement between MBS and you. By participating in Promotion, you confirm that you have read, understood and agree to be bound by the General T&Cs and Other T&Cs (collectively, the "Rules"). In the event of any conflict or inconsistency between these General T&Cs and the Other T&Cs, the Other T&Cs will prevail followed by the General T&Cs.
8. **Duration of Promotion.** The duration of this Promotion will be valid till 31 December 2024 ("Promotion Period"). This Promotion will expire at the end of the Promotion Period at which time, no further participation in this Promotion will be permitted.
9. **Eligibility and Participation**
 - a. MBS reserves the absolute discretion to determine the eligibility of any Eligible Member who is eligible to participate in the Promotion. Such determination is final and conclusive, and MBS is not obliged to give any reason for excluding or disqualifying any SRL member from participating in the Redemption. No correspondences will be entertained. Only members in possession of SRL membership cards with their names and photographs printed on the card will be able to participate in the Promotion. By participating in the Promotion, SRL members will be deemed to have read, understood and agreed to be bound by these rules and any other requirements set out in any related promotional material and all amendments, additions, replacements, modifications as may be made from time to time. Eligible Members who fail to comply with any of the Rules will have their eligibility forfeited.
 - b. To be eligible to participate in the Promotion, you must:
 - i. be a SRL member and be eighteen (18) years of age or older.
 - ii. not fall within any of the following categories of persons: (a) advertising agencies (and affiliates) of MBS; (b) employees of MBS tenanted retailers; and (c) employees of MBS and their immediate family members;
 - iii. satisfy any other eligibility criteria determined by MBS in its sole discretion ("Qualifying Participant") and
 - iv. make the Redemption in person.
 - c. If you are not an Eligible Member, and have participated in this Promotion, MBS reserves the right to disqualify your participation as well as seek the return of any payment, award or prize (including such payment, award or prizes credited to any of your membership accounts with MBS) from you.
 - d. MBS further reserves the right to disqualify your participation in this Promotion if:
 - i. you have cheated or committed a fraud;
 - ii. tampered or attempted to tamper with the entry process/operation of this Redemption;
 - iii. manipulated or attempted to manipulate the operation of this Redemption; or
 - iv. your conduct is in breach of the Rules including providing false information (such as fake accounts, personas or photos) or deliberately withholding information.
 - v. You do not make the Redemption in person.

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11. Prizes, Draws and Collection

- a. The Gifts issued under this Promotion must accept the relevant prize “as is” and cannot be exchanged for cash, and are non-transferable, non-exchangeable and non-reimbursable. Offers may not be sold or used for any commercial purpose, including but not limited to any use for which the SRL member would be entitled to collect fees or receive any remuneration.
- b. If Gifts are in the form of Destination Dollars and the eligible Member (who is also a SRL member) will accumulate more than the maximum S\$100,000 Reward Dollars as a result of accepting the prize, the eligible Member agrees that Reward Dollars in excess of S\$100,000 will not be credited to the eligible Member’s account in accordance with SRL Terms and Conditions. Accrual of Reward Dollars will cease and resume only when the eligible Member’s account balance falls below S\$100,000 Reward Dollars.
- c. All prizes must be collected in the manner and within the respective redemption period stated above. If the eligible Member fail to collect the Gifts, MBS reserves the right to regard the prizes as forfeited without liability to the eligible Member. MBS’ decision is final.
- d. If prize is in the form of Destination Dollars, MBS will credit the Destination Dollars into the eligible Member’s member account within forty-eight (48) hours. Destination Dollars will be valid for twelve (12) months and if not used, will be forfeited at the expiry of twelve (12) months from the date of the crediting of the Destination Dollars.
- e. MBS reserves the right not to award a prize or to seek the return of any prize awarded in the event that the eligible Member are not entitled to receive such prize in accordance with applicable law (provided always that the eligible Member are solely responsible for providing evidence that he/she is entitled to receive any prize) or if MBS has cause to disqualify the eligible Member in accordance with section 3.
- f. MBS is not an agent of the merchants supplying the Gifts. MBS will not accept contractual, torts or any other kind of liability in respect of any prizes supplied by third party merchants. Any photograph used to showcase or promote a prize is for illustrative purposes only and the actual prize may differ from appearance and other features from the item shown in the photograph. MBS makes no representation or warranty as to the quality, design, specifications, condition or performance of such a prize and assumes no liability or responsibility for the acts or omissions of the relevant merchants or any non-performance or defects in any prizes supplied by third party merchants. Any dispute about the quality, condition or performance of a prize supplied by third parties is to be resolved directly between the eligible Member and the relevant merchant.

12. Publicity and Intellectual Property

By participating in this Promotion, you agree to allow MBS or any of its related companies (collectively, the “Company”), the Company’s agents and third party service providers and governmental and regulatory authorities (whether located in Singapore or elsewhere) (collectively, the “Parties”) to collect, use, store, disclose to the Parties, and/or broadcast via any corporate and public media platforms in any jurisdiction (“Use”) your personal data as collected by MBS from time to time (the “Data”) for the purposes of:

- i. processing and administering matters relating to this Promotion, customer service matters (e.g. contacting you for surveys, conducting data profiling and data analytics to better understand your preferences to improve MBS’ services, etc.), or any purposes as set out in the prevailing MBS’ privacy policy and the Company’s legal, operational and business needs;
- ii. complying with the Company’s internal policies, any applicable law/regulation and request/direction of any applicable authorities of any relevant jurisdiction that is binding on the Company; and
- iii. marketing and advertising the Company’s business within and outside of Singapore. For this purpose, you grant MBS a licence to Use your personal data, including your images and likeness, and waive all claims for payment for such Use.

You may withdraw your consent to the above processing or access or correct your personal data by following the instructions as set out in <https://www.marinabaysands.com/data-protection-office.html>. Please note that MBS may be unable to administer the Redemption without your consent to the above.

13. MBS Liability.

- a. MBS will not be responsible for (i) electronic transmission errors or delays resulting in your inability to participate or other loss, (ii) theft or destruction of or unauthorized access to or unauthorized alterations of materials, or technical, hardware, software failures of any kind, (iii) lost or unavailable connections, or delayed computer transmissions, whether caused by MBS, users, or by any of the equipment or programming associated with or utilized in this Promotion or by any technical or human error which may occur in the processing of submissions which may limit, restrict, or prevent your ability to participate in this Promotion, or (iv) any loss of opportunity to participate in this Promotion for any reason whatsoever.
- b. MBS shall not be held liable for (i) any delay in performing or partial or total failure to perform any of its obligations to the Winning Participants under the Rules if such delay or failure is caused by circumstances beyond the reasonable control of MBS, or (ii) its affiliates, authorised dealers/distributors, agents, including without limitation delays, changes, disruptions,

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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 this Promotion.

- c. You agree to release and hold harmless MBS and its affiliates, advertising and promotion agencies, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) your participation in the Promotion, and/or (ii) your acceptance, possession, use, or misuse of the Gift or any portion thereof.
 - d. You agree to 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 you in connection with this Promotion.
- a. MBS reserves all rights in relation to this Promotion, including but not limited to:
 - i. the right to revise, alter or delete any terms and conditions in the Rules at any time without prior notice to you; and
 - ii. the right to postpone, temporarily halt, or terminate this Promotion, or adjust the structure, type and distribution of this Promotion including prizes, at its sole and absolute discretion.
 - b. MBS has the right to final interpretation of the Rules.
 - c. The Chinese version of the Rules is only provided for reference. In the event of conflict between the Chinese and English version of the Rules, the English version shall prevail.

14. 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.

15. 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.