

TERMS AND CONDITIONS OF MARINA BAY SANDS ARTSCIENCE MUSEUM SOCIAL MEDIA "BE A CREW MEMBER ON SPACESHIP EARTH" GIVEAWAY ("Giveaway")

By submitting your entries for this Giveaway, you shall be deemed to have accepted the following Terms and Conditions of the Giveaway.

Marina Bay Sands Pte Ltd ("MBS") is the organiser of the Giveaway. This Giveaway and promotion is in no way sponsored, endorsed or administered by, or associated with Facebook and Instagram. By participating in this Giveaway, you agree to: (a) release Facebook and Instagram from any responsibility and (b) use their respective terms of use.

1. **Terms.** The terms and conditions herein ("General T&Cs"), and any other applicable specific terms and conditions relevant to this Giveaway ("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 this Giveaway, you confirm that you have read, understood and agree to be bound by the General T&Cs and Other T&Cs (collectively, the "Rules").

2. Eligibility and Participation.

a. To be eligible to participate in the Giveaway, each entrant must meet the following basic criteria:

- i. be 13 years of age or older as of the date of entry into the Giveaway; If you are considered a minor, you represent that you have your parent or guardian's permission to enter this Giveaway;
- ii. **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; (c) permanent, contract and/or temporary staff or employees of MBS and their immediate family members; and (d) Public/Government Officials and Relative or Close Associates of such Public/Government Officials;

Public Official or Government Official means any:

- Employee, representative officer, director, agent, consultant or board member of any body or branch of national, regional, provincial, state, municipal or local government, whether legislative, executive, or judicial, or any person acting in an official capacity on behalf of a government entity.
- Officer, representative director, employee, agent, consultant, or official of a public international organization, officials of political parties and candidates for political office.
- Officers, representative directors, employees, agents, consultants, or officials of business entities owned, operated or controlled by, or otherwise under the influence of, a governmental body, agency or entity (commonly referred to as state owned enterprises). Business entities may be "controlled by" a government even though government ownership is less than 50%. The determination of government control should be made on a case-by-case basis in consultation with the MBS Compliance Department.
- Any other person while knowing that the payment or promise to pay will be passed on to one of the individuals or parties referenced above.

Relative or Close Associate means individuals with close personal or familial dealings with a Public/Government Official, such as business associates or people related to the Public/Government Official by blood or marriage.

- iii. satisfy any other eligibility criteria ("Qualifying Entrant").

b. To participate in the Giveaway, each Qualifying Entrant must complete all the following actions:

- i. Tell us how you can contribute to the betterment of Spaceship Earth and the people living on it - create a drawing or a sculpture or a video of yourself talking about your idea;
- ii. Post your entry on your own social media page, make it public and hashtag #ASMSpaceshipEarth by 30 June 2022, 12.00pm; and
- iii. Follow ArtScience Museum's official Instagram account @artsciencemuseumsg or ArtScience Museum's Facebook page @ArtScienceMuseum ("Entry").

c. Each Qualifying Entrant is limited to one (1) Entry (being the first Entry) on either social media platform (Facebook or Instagram) throughout the Entry Period. Subsequent Entries from the same Qualifying Entrant on either platform will not be considered.

d. Each Entry submitted by Qualifying Entrants for the Giveaway must meet all the following requirements:

- i. The Entry must be the Qualifying Entrant's original work and must not violate the intellectual property rights of any third party.
- ii. The Entry may not feature obscene language or material that is libellous or defamatory.

e. If you are not a Qualifying Participant and have participated in this Giveaway, MBS reserves the right to disqualify your participation as well as seek the return of any payment, award or prize from you.

f. MBS further reserves the right to disqualify your participation in this Giveaway, as well as seek the return of any payment, award or prize from you, if:

- i. you have cheated or committed a fraud;
- ii. tampered or attempted to tamper with the entry process/operation of this Giveaway;
- iii. manipulated or attempted to manipulate the operation of this Giveaway; 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.

3. **Entry Period.** Entries must be posted on the Qualifying Entrant's own social media page, either Facebook or Instagram, from **12.00pm on 21 March 2022** Singapore time to **12.00pm on 30 June 2022** Singapore time (both times included) ("Entry Period"). All Entries posted outside of the Entry Period will not be considered for the Giveaway.

4. **Rewards and Collection.**

a. Five (5) Qualifying Entrants with the most creative and innovative Entries will be chosen from Facebook and/or Instagram. This is a skill-based Giveaway and chance plays no part in the determination of the Winners. The Giveaway winners will be determined by the MBS judges in their sole discretion, such determination to be final and binding.

b. One winner may receive a Grand Prize of a 2D1N Staycation at Marina Bay Sands and ArtScience Friends Group Membership. Four runner-ups may receive consolation prizes of ArtScience Friends Duo Membership. Qualifying Entrants need to be based in Singapore to qualify for the prize.

c. Each winner may only win one prize and will have to forfeit their prize if they happen to win the giveaway on both Facebook and Instagram.

d. The 2D1N Staycation at Marina Bay Sands, ArtScience Friends Group and Duo Memberships may not, without the prior written consent of MBS be resold or offered for resale at a premium or otherwise (whether by on-line auction sites or otherwise) or be used for or in connection with advertising, promotion or other commercial purposes (including without limitation competitions and trade promotions) or to enhance the demand for other goods or services, either by the winner or any subsequent bearer. If the 2D1N Staycation at Marina Bay Sands and Memberships are sold or used in breach of this condition, they may be cancelled without a refund and the bearer may be refused admission.

- e. MBS reserves the right to revise, alter or adjust the type of prizes at any time and in its sole and absolute discretion, without prior notice.
- f. The Winners will be contacted by MBS via direct messaging on the respective social media platforms on 30 June 2022.
- g. Contacted Winners will need to email Marina Bay Sands at olivia.l@marinabaysands.com with the following information by **11.59pm on 30 June 2022**:
 - i. Full name as per NRIC or passport;
 - ii. Contact number; and
 - iii. Username on Facebook / Instagram.
- h. Winners will be notified of the prize collection details via email ("MBS Prize Collection Details") after MBS receives the information set out in paragraph 4g above.
- i. Winners who do not respond to Marina Bay Sands in the required manner by **11:59pm on 30 June 2022** and in the manner as set out in the MBS Prize Collection Details will have their prizes forfeited.
- j. If the Winner fails to collect the prize, MBS reserves the right to either select another winner or to regard the prize as forfeited without liability to the Winner. MBS' decision is final.
- k. MBS will not accept contractual, torts or any other kind of liability in respect of any prizes. 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 manufacturers or any non-performance or defects in the prizes.

5. **Publicity and Intellectual Property.** By participating in the Giveaway, you agree to MBS or any of its related companies including but not limited to Las Vegas Sands Corporation in the U.S. (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 Giveaway, 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 at <http://www.marinabaysands.com/policy.html>, 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 Entry (photos/videos), personal data, including your images and likeness, and waive all claims for payment for such Use. You may withdraw their consent to the above processing or access or correct their 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 Giveaway without your consent to the above.

6. **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 unauthorised 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 utilised in this Giveaway 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 Giveaway, or (d) any loss of opportunity to participate in Giveaway 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 Winners 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, 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 Giveaway.
- 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 Giveaway, and/or (ii) your acceptance, possession, use, or misuse of any prize 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 Giveaway.

7. Modification to the Rules.

- a. MBS reserves all rights in relation to this Giveaway, 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 Giveaway, or adjust the structure, type and distribution of this Giveaway including prizes, at its sole and absolute discretion.
- b. MBS has the right to final interpretation of the Rules.