

CHRISTMAS 2020 COMPLIMENTARY GIFT WRAPPING PAPER Terms and Conditions

MBS Retail Management Company Pte Ltd (the “Organiser” or “MBSRM”) is the organiser of this Gift Wrapping Paper Promotion, as described below (“Promotion”).

1) Terms

The terms and conditions herein (“General T&Cs”), together with any amendments as may be made from time to time, shall form a legal agreement between MBSRM and the participant. By participating in the Promotion, the participant agrees to accept these Terms and Conditions, as well as the terms and conditions of any gift, voucher, coupon or any other item which the participant may redeem or receive in connection with this Promotion.

2) Promotion Period

The Promotion Period is from 13 November 2020, 10:30am until 25 December 2020, 11:30pm (“Promotion Period”), unless otherwise stated.

3) Eligibility and Participation

- (i) During the Promotion Period, each participant meeting the requirements set out below each day may be eligible to redeem up to two (2) sheets of gift wrapping paper (the “Gift Wrapping Paper”).
 - a) The participant achieves a minimum spend of S\$100 at participating outlets and establishments within The Shoppes at Marina Bay Sands, Hotel Lobby and Coach Bay, across a maximum of three (3) same-day receipts. The following transactions are not eligible for the purposes of calculating minimum spend for this Promotion:
 - i. Transactions at the following venues: ArtScience Museum, Avenue Lounge, Banyan Tree Spa and Fitness Centre, DBS, Far East Exchange, Fatt Choi Express, Hotel Gift Shop, Livewire by Singapore Pools, MARQUEE Nightclub, Origin + Bloom, Renku Bar & Lounge, RISE Restaurant, Sands Theatre, SweetSpot, The Nest, Tong Dim Noodle Bar and The Shop at ArtScience;
 - ii. Casino and hotel room transactions;
 - iii. Bill payments, instalment plan payments, deposits, voucher and/or gift certificate purchases, online purchases and any top-ups of any prepaid cards or accounts;
 - b) The participant has not previously redeemed any Gift Wrapping Paper on the same day.
 - c) The participant shall furnish valid original receipt(s) at the Retail Concierge counter in order to qualify for redemption.
 - d) The Gift Wrapping Paper may only be redeemed on the date of the relevant receipt(s) utilised for redemption. Receipts not utilised for redemption on the day of purchase cannot be used for redemption at a later date.
 - e) The participant is not an employee of a tenant at The Shoppes at Marina Bay Sands.
 - f) The participant must be aged 18 years and above in order to qualify for redemption.
- (ii) If the participant does not meet the requirements set out in the General T&Cs but have participates in this Promotion, MBSRM reserves the right to disqualify the participant’s participation as well as seek the return of the Gift Wrapping Paper. MBSRM further reserves the right to disqualify the participant if they have cheated, tampered or attempted to tamper with the entry process, or manipulated or attempted to manipulate the operation of this Promotion: or their conduct is in breach of the General T&Cs including providing false information (such as fake personas, identifications or photos) or deliberately withholding information.

- (iii) MBSRM reserves the right to disqualify any participant who does not meet the Terms and Conditions of the Promotion. These include entries submitted with invalid or incomplete or incorrect information. Neither MBSRM, Marina Bay Sands Pte Ltd (“MBS”), their parent, related or affiliated companies (including without limitation Las Vegas Sands Corporation in the U.S. or any of its related companies such as Venetian Macau Limited in Macau), affiliates, directors, officers, employees or agents) (“the “MBSRM Parties”) shall be 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.

4) Prizes and collection

The Gift Wrapping Papers are to be redeemed at any Retail Concierge counter located at The Shoppes at Marina Bay Sands on:

- a) Level 1 near Bread Street Kitchen
- b) Level 1 near Sands Expo & Convention Centre
- c) Level B2 near Bayfront MRT Station
- d) Level B2 near Rasapura Masters

5) Publicity and Intellectual Property.

- (i) By participating in this Promotion, the participant agrees to MBSRM or any of its related companies including but not limited to MBS in Singapore, 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**”) the participant’s personal data as collected by MBSRM from time to time (the “**Data**”) for the purposes of:
- a) processing and administering matters relating to this [Campaign/Promotion], customer service matters (e.g. contacting the participant for surveys, conducting data profiling and data analytics to better understand the participant’s preferences to improve MBSRM’s services, etc.), or any purposes as set out in the prevailing MBSRM privacy policy at <http://www.marinabaysands.com/policy.html>, and the Company’s legal, operational and business needs;
 - b) 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
 - c) marketing and advertising the Company’s business within and outside of Singapore. For this purpose, the participant grants MBSRM a licence to Use the participant’s personal data, including the participant’s images and likeness, and waive all claims for payment for such Use.
- (ii) The participant 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 MBSRM may be unable to administer the Promotion without the participant’s consent to the above

6) MBSRM Liability

- (i) MBSRM will not be responsible for (i) electronic transmission errors or delays resulting in the participant’s 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 MBSRM, 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 the participant’s ability to participate in this Promotion, or (d) any loss of opportunity to participate in this Promotion for any reason whatsoever.

- (ii) MBSRM shall not be held liable for (i) any delay in performing or partial or total failure to perform any of its obligations to the participants under the General T&Cs if such delay or failure is caused by circumstances beyond the reasonable control of MBSRM, or (ii) its affiliates, authorized 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. MBSRM shall not be obliged to give any reason or enter into any correspondence with any persons on any matter concerning this Promotion.
- (iii) The participant shall 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) the participant's participation in the Promotion, and/or (ii) the participant's acceptance, possession, use, or misuse of any prize or any portion thereof.

7) Modification to the Rules

- (i) MBSRM reserves all rights in relation to this Promotion, including but not limited to:
 - a) the right to revise, alter or delete any terms and conditions in the General T&Cs at any time without prior notice; and
 - b) 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.
- (ii) MBS has the right to final interpretation of the Rules.