

TERMS & CONDITIONS

F&B Offer and F&B Outlets

The F&B Offer may be redeemed in full or in part which may be used at stipulated F&B outlets within MBS. Participating F&B outlets: Bread Street Kitchen, CUT, db Bistro & Oyster Bar, Mott 32, and Yardbird Southern Table & Bar.

Promotion Terms and Conditions

1. MBS is the organizer of the Promotion.
2. MBS shall not be responsible for any lost, stolen, misplaced or undeliverable SMS or email setting out the F&B Offer. MBS will not re-send any SMS or email to Qualifying Member.
3. Qualifying Member will only have one chance to redeem the F&B Offer. Request for re-print of redemption slip will not be allowed and MBS will not be responsible for replacing any lost, damaged or stolen redemption slip.
4. The original redemption slip must be presented at time of settlement of bill.
5. F&B Offer cannot be combined with any other Qualifying member's voucher and may not be used in conjunction with any other F&B special offers, discounts and/or promotions of the F&B outlet.
6. MBS reserves the right to remove, change or replace any of the F&B outlets in MBS' sole and absolute discretion.
7. F&B outlet reserves the right to limit the number of F&B Offer redemption within a day. Qualifying member is highly encouraged to call in advance to make a reservation with the respective F&B outlet.
8. Unused portion of the F&B Offer may not be retained or refunded for cash.
9. Qualifying Members who fail to comply with any of the terms and conditions applicable to the Promotion will have his/her right and/or entitlement to the F&B Offer forfeited.
10. MBS may, in its sole and absolute discretion, award bonus food and beverage dining credits ("Bonus Credits") to selected SRL members. Bonus Credits are awarded at random and not according to any SRL members' spending during the Earning Period.

General Terms and Conditions

1. **Terms.** The terms and conditions herein ("**General T&Cs**"), the Promotion Terms and Conditions and any other applicable specific terms and conditions relevant to this Promotion ("**Other T&Cs**"), together with any amendments as may be made from time to time, shall form a legal agreement between Marina Bay Sands Pte. Ltd. ("**MBS**") and you. By participating in this 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.
2. **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.
3. **Eligibility and Participation.**
 - a. To be eligible to participate in the Promotion and redeem the F&B Offer, you must:
 - i. be a Sands Rewards LifeStyle member ("**SRL Member**") and be eighteen (18) years of age or older.
 - ii. have received an SMS or email from MBS confirming your participation in the Promotion;
 - iii. have met the applicable minimum food and beverage spend in a month at designated outlet(s) in MBS; and

- iv. not fall within any of the following categories of persons: (x) advertising agencies (and affiliates) of MBS; (y) employees of MBS tenanted retailers managing transactions; and (z) employees of MBS and their immediate family members ("**Qualifying Member**").
- b. If you are not a Qualifying Member and have participated in this Promotion, MBS reserves the right to disqualify your participation as well as seek the return of the F&B Offer from you.
- c. MBS further reserves the right to disqualify your participation in this Promotion and redemption of the F&B Offer if:
 - i. you have cheated or committed fraud;
 - ii. tampered or attempted to tamper with the redemption process;
 - iii. manipulated or attempted to manipulate the operation of this Promotion; or
 - iv. your conduct is in breach of the Rules including but not limited to providing false information (such as fake accounts, personas or photos) or deliberately withholding information.

4. Offers and Redemption.

- a. Qualifying Members who have redeemed F&B Offers under this Promotion ("**Redemption Participant**") must accept the F&B Offer "as is". F&B Offer cannot be exchanged for cash, are non-transferable, non-exchangeable, non-reimbursable and may not be sold or used for any commercial purpose, including but not limited to any use for which the Redemption Participant would be entitled to collect fees or receive any remuneration.
- b. The Redemption Participant is solely responsible for the payment of any applicable tax in relation to the relevant F&B Offer and for any costs associated with the F&B Offer or its use, where applicable.
- c. MBS reserves the right to substitute the F&B Offer with one or more gift alternatives of equivalent value (other than cash).
- d. All F&B Offers must be redeemed and collected in the manner and within the period specified in the Promotion Terms and Conditions. If the Redemption Participant fails to redeem and collect the F&B Offer, MBS reserves the right to regard the F&B Offer as forfeited without liability to the Redemption Participant. MBS' decision is final.
- e. If prizes are in the form of Destination Dollars and a Redemption Participant (who is also a SRL member) will accumulate more than the maximum S\$100,000 Reward Dollars as a result of accepting the prize, SRL member agrees that Reward Dollars in excess of S\$100,000 will not be credited to SRL member's account in accordance with SRL Terms and Conditions. Accrual of Reward Dollars will cease and resume only when SRL member's account balance falls below S\$100,000 Reward Dollars.
- f. All F&B Offers must be collected in the manner and within the period specified in the redemption notification sent to the Redemption Participant.
- g. MBS reserves the right not to issue an F&B Offer or to seek the return of any F&B Offer awarded in the event that the Redemption Participant is not entitled to receive such F&B Offer in accordance with applicable law (provided always that the Redemption Participant is solely responsible for providing evidence that he/she is entitled to receive any F&B Offer) or if MBS has cause to disqualify the Redemption Participant in accordance with section 3c of this General T&Cs.

- 5. Publicity and Intellectual Property.** By participating in this Promotion, you agree to 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**") his personal data as collected by MBS from time to time (the "**Data**") for the purposes of:

- a) processing and administering matters relating to this Promotion (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;

- 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, each SRL member grants the Company a licence to Use his/her personal data, including his 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 Promotion 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 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 (d) 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 Redemption 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, 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 any prize or any portion thereof.

7. Modification to the Rules.

- 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 the F&B Offer, 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.