

## COMPLIMENTARY PARKING Terms and Conditions

- 1) MBS Retail Management Company Pte Ltd (the “**Organiser**” or “**MBSRM**”) is the organiser of this promotion, as described below (“**Promotion**”). By participating in the Promotion, the participant agrees to accept these Terms and Conditions, as well, as the terms and conditions of any voucher or any other item which the participant may redeem or receive in connection with this Promotion.
- 2) The Promotion is valid from 1 October 2020 onwards until further notice, unless otherwise stated.
- 3) Participants must spend a minimum of S\$50 in a single receipt at participating outlets and establishments within The Shoppes at Marina Bay Sands®, Hotel Lobby or Coach Bay to redeem a complimentary parking coupon. Each complimentary parking coupon is only valid on the day of redemption for up to 6 hours, from the time of entry of the participant’s vehicle into the car park. Any parking charges incurred after the up to 6-hour period shall be borne by the participant. Limited to one redemption per participant per day. Redemptions must be made on the date of the relevant receipt. Receipts not redeemed by the date printed on the receipt cannot be redeemed at a later date. Each receipt can only be used once for redemption.
- 4) The complimentary parking coupon may be redeemed at any Retail Concierge counter at The Shoppes at Marina Bay Sands upon presentation of the original receipt(s). Only valid original receipt(s) from participating outlets and establishments located within The Shoppes at Marina Bay Sands, Hotel Lobby or Coach Bay will be accepted.
- 5) The following transactions are **not eligible** for the purposes of calculating minimum spend for this Promotion:
  - (i) Transactions at the following venues: Adrift, Avenue Lounge, Black Tap Craft Burgers & Beer, Bread Street Kitchen, Club55, CUT, db Bistro & Oyster Bar, DBS, Fatt Choi Express, Far East Exchange, Hotel Gift Shop, KOMA, LAVO Italian Restaurant & Rooftop Bar, Livewire by Singapore Pools, MARQUEE, Mott 32, Origin + Bloom, Renku Bar & Lounge, RISE Restaurant, Spago, SweetSpot, The Nest, Tong Dim Noodle Bar, Waku Ghin and Yardbird Southern Table & Bar;
  - (ii) Casino and hotel room transactions;
  - (iii) Bill payments, deposits, instalment plan payments, and voucher and/or gift certificate purchases.
- 6) 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 companies, 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.
- 7) The MBSRM Parties shall be neither responsible nor liable for any delayed, lost, stolen, incomplete, late or misdirected entries and submissions caused by any reason whatsoever. In particular, MBS is not responsible for (a) electronic transmission errors or delays resulting in an inability to participate or other loss, (b) theft or destruction of or unauthorised access to or alterations of entry materials, or for technical, hardware, software failures of any kind, (c) lost or unavailable connections, or delayed computer transmissions, whether caused by MBSRM, users, or by any of the equipment or programming associated with or utilised in the Promotion or by any technical or human error which may occur in the processing of submissions which may limit, restrict, or prevent an participant’s ability to take part in the Promotion.
- 8) All parking coupons are non-exchangeable, non-cashable and subject to availability on a first-come-first-served basis. Lost, damaged, defaced or stolen parking coupons will not be reissued.
- 9) At any time and without prior notice, MBSRM may amend these Terms and Conditions, or postpone, temporarily halt or terminate the Promotion.

- 10) The following parties are not eligible to participate in the Promotion:
- (i) Advertising agencies, tenants and affiliates of MBS;
  - (ii) Employees of MBSRM, MBS and their immediate family members.
- 11) By participating in the Promotion and/or accepting the parking coupons, each participant agrees that:
- (i) any MBS-Authorised Party may collect, use and/or disclose to another MBS-Authorised Party the participant's Data to:
    - i. deal with (including contacting the participant via telephone call, text message, email and/or postal mail) any matter relating to (1) and/or third party service providers by MBSRM, of any personal data provided by a participant to MBSRM in conjunction with the Promotion, for such purposes as MBSRM deems reasonably necessary for the administration, management and assessment of the Promotion ; (2) customer service; (3) conducting surveys or following up on my survey responses; (4) any MBS-Authorised Party's legal, operational, business or development purposes; and/or (5) any purpose(s) in the prevailing MBS Privacy Policy; and/or
    - ii. comply with or address any applicable (i) MBS-Authorised Party's internal policies or contractual obligations; (ii) third party requests; and/or (iii) law, regulation, guideline, notice or request issued by any Authority.
  - (ii) the Company may use their name(s), photograph(s), or any likeness of them for feedback, promotional, advertising, marketing and/or publicity purposes as the Company deems fit without any other fee or other form of compensation.

Note – Participants may visit <http://www.marinabaysands.com/Company-Information/Data-Protection-Office/> for details on how to access or correct their Data or withdraw their consents above. Further queries may be directed to [DataProtectionOfficer@marinabaysands.com](mailto:DataProtectionOfficer@marinabaysands.com).

Terminology – (1) "Data" means any information relating to the participant, whether in the possession of or as provided from time to time to any MBS-Authorised Party. (2) "MBS-Authorised Party" means any of the following party/parties whether located in Singapore or elsewhere: (i) Las Vegas Sands Corporation in the U.S. or its related companies, e.g. Marina Bay Sands Pte. Ltd. in Singapore, MBS Retail Management Company Pte Ltd in Singapore, Venetian Macau Limited in Macau (collectively, "Company"); (ii) the Company's potential or existing third party service providers, contracting parties and/or agents; (iii) any governmental or regulatory authority or its related entities of any jurisdiction ("Authority"); and/or (iv) any other party listed in the prevailing MBS Privacy Policy. (3) For the existing MBS' Privacy Policy, see <https://www.marinabaysands.com/privacy-policy.html>.

- 12) No claim relating to losses or injuries (including special, indirect and consequential losses) shall be asserted against the MBSRM Parties from any and all losses, damages, rights, claims and actions of any kind resulting from the Promotion and acceptance or use of the parking coupons, including without limitation, personal injuries, death and property damage. Each participant agrees to release, discharge, indemnify and hold harmless the MBSRM Parties from and against any claims, losses, liabilities, expenses, costs and damages arising from and in connection with participant's participation in this Promotion and acceptance or use of the parking coupons.
- 13) In the event of any dispute, the decision of MBSRM is final and binding and no correspondence will be entertained. Participants shall not commence any legal or other proceedings in any court or tribunal in any jurisdiction in respect of any dispute.
- 14) Save for MBSRM, 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.
- 15) These Terms and Conditions shall be governed under Singapore law.

