

1-FOR-1 DINING SPECIALS Terms and Conditions

MBS Retail Management Company Pte Ltd (the “**Organiser**” or “**MBSRM**”) is the organiser of this 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 19 October 2020, 10:30am until 18 November 2020, 11pm (“**Promotion Period**”), unless otherwise stated.

3) **Promotion Details**

- (i) This Promotion is applicable to dine-in and takeaway orders placed directly with Le Noir (“**Participating Outlet**”) located at L1-84 at Marina Bay Sands, unless otherwise stated. Takeaway orders made through third party apps or websites are not eligible for this Promotion.
- (ii) Please refer to <https://www.marinabaysands.com/restaurants/le-noir.html> for information on the Participating Outlet, redemption limits for the Participating Outlet and the specific item(s) at the Participating Outlet to which the Promotion applies.
- (iii) In order to enjoy the Promotion at a Participating Outlet, the participant must fall within the redemption limit for the relevant Participating Outlet throughout the Promotion Period and quote “1FOR1MBS” at the Participating Outlet when making their order.
- (iv) Participants will be charged for the price of the higher priced item.
- (v) The Promotion is not available on public holidays and other festive occasion dates such as Christmas and New Year’s Eve, Le Noir Anniversary and Private Events Bookings.
- (vi) The Promotion may not be combined with any other ongoing promotions, discounts and privileges, except for the Sands Rewards loyalty programme.
- (vii) The participant must be aged 18 years and above.
- (viii) If participant does not meet the requirements set out in the General T&Cs but has participated in this Promotion, 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, MBSRM reserves the right to demand payment from the participant amounting to the discount(s) received by the participant.

4) **Publicity and Intellectual Property**

- (i) By participating in this Promotion, 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**”) 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 Promotion, customer service matters (e.g. contacting participant for surveys, conducting data profiling and data analytics to better understand 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, participant grants MBSRM a licence to Use participant's personal data, including participant's images and likeness, and waive all claims for payment for such Use.
- (ii) 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 participant's consent to the above.

5) MBSRM Liability

- (i) MBSRM will not be responsible for (i) electronic transmission errors or delays resulting in 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 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 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 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) MBSRM and/or its related corporations shall not be responsible for any losses, expenses, costs, damages or injuries (including special, indirect and consequential losses) arising from or in connection with the Promotion.
- (iv) 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 participant's participation in the Promotion.
- (v) MBSRM assumes no liability or responsibility for the acts or omissions of the Participating Outlets. Any disputes in connection with the goods and services provided by the Participation Outlets are to be resolved directly between the participant and the relevant Outlet.

6) 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.

- 7) In the event of any dispute, the decision of MBSRM and/or its related corporations is final and binding. Participant customers shall not commence any legal or other proceedings in any court or tribunal in any jurisdiction in respect of any such dispute.