

Terms and Conditions

1. Marina Bay Sands is the organizer of #TeamCapMBS Instagram Competition (“**the Competition**”). The Competition will start on 06 April 2016 at 6:00pm Singapore time and end on 18 April 2016 at 12:00pm Singapore time. Entries received before or after these dates and times will not be considered.

2. To enter the Competition, the entrants (“**Entrants**”):

- a. must be aged 13 years and above. Participants who are below 18 years of age at the time of submitting their entry must obtain their parent and/or guardian’s consent to their participation in, and to the Terms and Conditions of, the Contest, before entering the Competition;
- b. must have a valid Instagram account. The Entrant’s Instagram profile settings must be PUBLIC from the time the entry is posted until 22 April 2016 (“**Period**”) in order for an individual’s photo submission to qualify;
- c. must follow the Marina Bay Sands Instagram feed at @marinabaysands (<http://instagram.com/marinabaysands>); and
- d. must upload an original photo or video onto their Instagram accounts showing their best interpretation of a Team Captain America group pose, up to a maximum of six (6) people (“Group Representation Category”) or a Team Captain America individual character pose (“Individual Character Representation Category”). The following information must be included in the photo caption: the hashtag #TeamCapMBS and the tag @marinabaysands.

3. Entrants may submit an unlimited number of entries in either Category, provided each entry features a different photo/video. However, multiple entries will not increase the Entrants’ chances of winning. Entrants who submit multiple entries featuring the same photo or video are liable to be disqualified. Marina Bay Sands will identify each Entrant according to their Instagram user account.

4. By taking part in the Competition, Entrants represent and warrant that they have the legal right and capacity under their respective jurisdictions to enter into the Competition and to agree to these Terms and Conditions. This Competition is void where prohibited or restricted by law, and entries from such jurisdictions shall not be accepted. This is a skill-based contest, and chance plays no part in the determination of Competition winners.

5. Each photo or video that is entered into the Competition must meet all of the requirements set forth below:

- a. The photo or video must be the Entrant’s original work and, where photo or video contains any third party copyrighted image(s) or footage, properly crediting the source of any and all such copyrighted image(s) or footage.
- b. The photo or video may not feature nudity or obscene language or material that is libelous or defamatory.
- c. Marina Bay Sands will not accept photos or videos published prior to 06 April 2016.

Marina Bay Sands reserves the right, in its sole and absolute discretion, to disqualify any submission that violates the above criteria.

6. Four (4) winning Entrants (“**Winners**”) will be chosen: Three (3) winners from the Individual Character Representation Category and one (1) winner from the Group Representation Category. The Winners shall be determined by Marina Bay Sands’ judges in their sole discretion, and such determination shall be final and binding.

7. Winners who comply with all the terms and conditions herein will receive the following:

- a. Individual Character Representation Category: Two (2) passes to Marvel’s Captain America: Civil War Southeast Asia Blue Carpet & Premiere on Thursday, 21 April 2016 at the MasterCard Theatres, and two (2) tickets to the Sands SkyPark Observation Deck.
- b. Group representation category: Six (6) passes to Marvel’s Captain America: Civil War Southeast Asia Blue Carpet & Premiere on Thursday, 21 April 2016 at the MasterCard Theatres, and six (6) tickets to the Sands SkyPark Observation Deck.

Distribution of the tickets (including seating allocation) shall be within the sole discretion of Marina Bay Sands. Terms and conditions for the use of the tickets and for entry into the respective venues shall apply.

8. The prizes do not include any costs, fees or expenses relating to acceptance or usage of the prizes that are not explicitly stated herein, such as but not limited to air tickets to Singapore, taxes, meals, beverages of any type, merchandise, service charges, souvenirs, and gratuities and tips (the “**Expenses**”), which are the responsibility of the Winners. Neither Marina Bay Sands nor its affiliates, subsidiaries, divisions, joint ventures, and/or third parties providing services on its behalf, and their respective officers, directors, members, shareholders, management, employees, partners, agents, insurers and other associated parties and their respective successors and assigns, shall be held accountable for the Expenses.

9. The Winners will be contacted via Direct Message on Instagram on 18 April 2016, 6.00pm. Once the Winners have been notified, Winners will need to email Marina Bay Sands at socialmedia@marinabaysands.com with their full name, Instagram username, identification number and contact number. Winners below the age of 18 must also forward a copy of their parent/guardian's consent letter. Winners who do not, by 20 April 2016, 6.00pm, contact Marina Bay Sands with the necessary information will be disqualified and the prizes will be forfeited. Marina Bay Sands shall not entertain any correspondence with disqualified parties. Prize collection details will be emailed to the Winners by 20 April 2016, but only upon Marina Bay Sands receiving the necessary information as set out at above. Participation in the Event, and usage of the prizes will be subject to the terms and conditions set out in the ticket and/or accompanying email.

10. By participating in the Competition and/or accepting the prize, each Entrant and Winner consents to the collection, use and disclosure to third party service providers by Marina Bay Sands, of any personal data provided by a participant to Marina Bay Sands in conjunction with the Competition, for such purposes as MBS deems reasonably necessary for the administration and management of the Competition..

11. In the event that a Winner is at any time determined to be ineligible or withdraws from the Competition, Marina Bay Sands reserves the right to substitute another selected Entrant to replace such person, although it will not be under any obligation to do so. The selection of the replacement Entrants shall be within the sole and absolute discretion of Marina Bay Sands, which decisions shall be final.

12. Marina Bay Sands reserves the rights to immediately disqualify any Winner whose Instagram profile settings are not PUBLIC during the Competition and prize redemption periods [06 April – 22 April 2016]. Disqualified parties will be informed of their disqualification by Marina Bay Sands; however Marina Bay Sands will not entertain any other correspondence with any disqualified party.

13. Entrants agree to the privacy policy as stated on <http://www.marinabaysands.com/policy.html>. By submitting an entry to the Competition, the Entrant, at any time, without any fee or other form of compensation:

- a. Grants Marina Bay Sands permission for his/her entry to be published on Marina Bay Sands' websites, in print materials, radio broadcasts, and displayed on Marina Bay Sands' Facebook Page, Instagram, Twitter or any other social media pages.
- b. Grants Marina Bay Sands permission to use his/her name and other personal details, photographs, videotapes or any likeness of him/her, for feedback, promotional, advertising, marketing and/or publicity purposes and to have his/her submitted name posted on Marina Bay Sands' websites, in print materials, radio broadcasts, displayed on Marina Bay Sands' social media pages and/or used by Marina Bay Sands.

14. Any Entrant found cheating will be disqualified from the Competition and rendered ineligible for any prizes. Marina Bay Sands reserves the right to disqualify Entrants for fraud, manipulation or other related issues, including providing false information (such as fake account(s), personas or photos) or for deliberately withholding information.

15. Automated submissions via computer modems or any other programs will be deemed invalid. Marina Bay Sands reserves the right in its sole discretion to disqualify any individual who tampers with the submission or voting process.

16. Entrants may not object to the prizes given out by Marina Bay Sands. The prizes are non-transferable and non-refundable. The prizes may not be sold or used for any commercial purpose, including but not limited to any use for which the registrant participant would be entitled to collect fees or receive any remuneration. Marina Bay Sands will be under no obligation to replace or pay to Winner the value of any prizes that are not utilized by the Winners before any expiry date as may be stipulated by Marina Bay Sands.

17. Marina Bay Sands reserves the right to revise, cancel, suspend or modify the Competition at its sole discretion without notice. At any time, Marina Bay Sands reserves the right to disqualify an Entrant, to modify these Terms and Conditions, or any aspect of the Competition as it deems necessary, or to cancel the production and development of the Competition. Marina Bay Sands shall not be obliged to give any reason or enter into any correspondence with any persons on any matter concerning the Competition. Marina Bay Sands is under no obligation to exploit the Competition in any media. In case of any dispute arising in connection with the Competition or these Terms and Conditions, any decision by Marina Bay Sands is final and no challenges to such decision will be entertained.

18. Instagram is not involved in terms of sponsorship, endorsement or the event administration of this Competition. Entrants are providing their information to Marina Bay Sands and not to Instagram. By participating in the Competition, Entrants confirm that they release Instagram of responsibility and agree to Instagram's terms of use.

19. Marina Bay Sands is not responsible for (a) electronic transmission errors or delays resulting in an inability to participate in the Competition, claim a prize, 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 Marina Bay Sands, or by any of the equipment or programming associated with or utilised in the Competition or by any technical or human error which may occur in the processing of submissions which may limit, restrict, or prevent a party's ability to participate in the Competition or claim a prize. Proof of delivery of an entry or email is not proof of receipt by Marina Bay Sands.

20. The following parties are not eligible to participate in this event: (i) advertising agencies, tenants and affiliates of Marina Bay Sands; and (ii) employees of Marina Bay Sands and their immediate family members. It shall be the duty of employees of Marina Bay Sands to inform their immediate family members that they are not eligible to participate in this promotion. Marina Bay Sands reserves the right to refuse to issue a prize to a Winner determined to be non-eligible.

21. Each Entrant agrees to release, discharge, and hold harmless Marina Bay Sands, its parent companies, affiliates, directors, officers, employees or agents from any and all claims including, without limitation, claims for slander, libel, defamation, violation of rights of privacy, publicity, personality, and/or civil rights, depiction in a false light, intentional or negligent infliction of emotional distress, copyright infringement, and/or any other tort and/or damages arising from or in any way relating to the submission of an entry, participation in the Competition, and/or the use of the Entrant's provided details and/or likeness in connection with the Competition, or the promotion thereof in all media now known or hereafter devised.

22. By participating in the Competition or accepting and/or using the prizes, the Entrant agrees that MBS shall not be responsible, and no claim relating to any losses or injuries (including special, indirect and consequential losses) shall be asserted against Marina Bay Sands, its parent companies, affiliates, directors, officers, employees or agents for any and all losses, damages, rights, claims and actions of any kind resulting from the Competition and acceptance or usage of any prize, including without limitation, personal injuries, death and property damage.

23. Entrants shall indemnify Marina Bay Sands 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 Marina Bay Sands may suffer or incur or which may be made, instituted or asserted against Marina Bay Sands arising out of or by reason of negligent acts, omissions, fraud, willful misconduct, or a breach of obligations, covenants, representations or warranties by the participant in connection with this Competition.

24. The Competition and these Terms and Conditions will be governed by Singapore law.

25. Apart from Marina Bay Sands and the specific Entrant, no other parties shall have any rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any term of such agreement or these Terms and Conditions.