

MBS & WTA FINALS LUCKY DRAW

General Terms and Conditions

Marina Bay Sands Pte Ltd ("MBS") is the organizer of the WTA Finals & MBS Lucky Draw (the "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 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.
2. **Promotion Period.** The period of this Promotion will be from 19 October 2018 to 23 October 2018 ("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, you must:
 - i. order any tennis-themed cocktails at The Bird Southern Table & Bar from 19 October to 23 October 2018;
 - ii. complete and submit the Promotion entry form ("Entry Form") with the required details, no later than 11.59pm on 23 October 2018. Entry Forms submitted after this time will not be accepted. Each participant may only submit one (1) Entry Form throughout the Promotion Period;
 - iii. not fall within any of the following categories of persons: (v) advertising agencies (and affiliates) of MBS or MBS Retail Management Company Pte Ltd ("MBSRM"); (w) employees of MBS tenants; (x) employees of MBS, MBSRM and their immediate family members; (y) employees of WTA Tour Inc ("WTA"); and (z) employees of Lagardere Sports Asia Pte Ltd ("LSA"); and
 - iv. be at least 18 years of age at the time you submit the Entry Form.("Qualifying Participant").
 - b. If you are not a Qualifying Participant and have participated in this Promotion, MBS reserves the right to disqualify your participation as well as seek the return of any payment, award or prize from you.
 - c. MBS further reserves the right to disqualify your participation in this Promotion if:
 - i. you have cheated;
 - ii. tampered or attempted to tamper with the entry process;
 - iii. manipulated or attempted to manipulate the operation of this Promotion;
 - iv. you have submitted more than one (1) Entry Form; or
 - v. your conduct is in breach of the General T&Cs including providing false information (such as fake accounts, personas or photos) or deliberately withholding information.
4. **Prizes, Draws and Collection.**
 - a. A maximum of 15 winners ("Winning Participants") will be selected through a prize draw which will take place at 12.00pm on 24 October 2018. MBS reserves the right to change the time, date and location of the draw.
 - b. The Winning Participants shall each receive a prize of (2) tickets to a WTA Finals match for either of the following sessions:
 - i. Session 9 (Saturday 27 October 2018, 1:30pm Doubles Semi Final, 4:00pm Singles Semi Final);
 - ii. Session 10 (Saturday 27 October, 7:30pm Singles Semi Final, Followed by Doubles Semi Final); or
 - iii. Session 11 (Sunday 28 October, 4:00pm Doubles Final, then Singles Final)

(each, a “Prize”)

- c. The Winning Participants and the corresponding Prize will be selected at random.
 - d. Winning Participants must accept the relevant Prize “as is”. Prizes cannot be exchanged for other Prizes or 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 Winning Participant would be entitled to collect fees or receive any remuneration. Seat selection is not available.
 - e. The Winning Participant is solely responsible for the payment of any applicable tax in relation to the relevant Prize and for any costs associated with the Prize or its use. The Winning Participant is solely responsible for complying with any conditions or instructions as determined by WTA or LSA to be applicable to the Prize.
 - f. Notwithstanding sections 4b and 4d, MBS reserves the right to substitute any Prize with one or more Prize alternatives of equivalent value (other than cash).
 - g. Winning Participants shall be notified by MBS via the contact details (email address, telephone, or postal address), provided to MBS in the Entry Form.
 - h. All Prizes must be collected by the Winning Participant in person no later than two (2) working days after being notified by MBS. Winning Participants must provide the original notification received from MBS and their valid and original identification documents for verification purposes for collection of their Prize. If the Winning Participant fails to collect the prize or fails to provide the required information for verification, MBS reserves the right to draw another winner in place of the Winning Participant or to regard the Prize as forfeited without liability to the Winning Participant. MBS’ decision is final.
 - i. MBS reserves the right not to award a Prize or to seek the return of any Prize awarded in the event that the Winning Participant is not entitled to receive such Prize in accordance with applicable law (provided always that the Winning Participant is solely responsible for providing evidence that he/she is entitled to receive any Prize) or if MBS has cause to disqualify the Winning Participant in accordance with section 3c.
 - j. Prizes are provided to MBS from WTA or LSA. MBS is not an agent of WTA or LSA. MBS will not accept contractual, torts or any other kind of liability in respect of any of the Prizes. Any photograph used to showcase or promote a Prize is for illustrative purposes only and the actual Prize may differ from appearance and other features from the item shown in the photograph. MBS makes no representation or warranty as to the quality, design, specifications, condition or performance of such a prize and assumes no liability or responsibility for the acts or omissions of WTA or LSA or any non-performance or defects in any Prize. Any dispute about the quality, condition or performance of a Prize is to be resolved directly between the Winning Participant and LSA or WTA.
5. **Publicity and Intellectual Property.** By participating in this Promotion, you agree to MBS collecting, using, disclosing and/or handling your personal data in accordance with prevailing MBS’ privacy policy as stated on <http://www.marinabaysands.com/policy.html>. You also agree that without any fee or other form of compensation, and for an unlimited period of time, you grant MBS permission to use your name, other personal details, photographs, videos or likeness for feedback, promotional, advertising, marketing and/or publicity purposes on MBS’ website, in print materials, radio broadcasts, on MBS’ Facebook Page, Twitter or any other social media pages relating to this Promotion.
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 Winning Participants under the General T&Cs 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.

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 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 prizes, at its sole and absolute discretion.
- b. MBS has the right to final interpretation of the General T&Cs.