

## Terms and Conditions

1. Marina Bay Sands is the organizer of the Epicurean Market Event Weekend 'Most Instagrammable Moment' Instagram Competition ("the Competition"). The Competition will start on 14 August 2015 at 12:00hrs Singapore time and end on 16 August 2015 at 23:59hrs Singapore time ("**Period**"). Entries received before or after these dates and times will not be considered.

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

a. must have a valid Instagram account. Instagram profile settings must be PUBLIC for an individual's photo submission to qualify.

b. must follow the Marina Bay Sands Instagram feed at @marinabaysands (<http://instagram.com/marinabaysands>).

c. will need to take an Instagram picture while at Epicurean Market, post the picture on Instagram and tag the @marinabaysands account and use the hashtag #EpicureanMarket in their entry caption.

3. Entrants may submit an unlimited number of distinct entries. However, multiple entries will not increase the Entrants chances of winning. 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. Entrants below the age of 18 must obtain their Parent/Guardian's consent in writing before entering the Competition.

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

a. The photograph must be the Entrant's original work and not contain any third-party copyrighted material (including without limitation, copyrighted images or footage); and

b. The photograph may not feature nudity or obscene images or material that is libelous or defamatory.

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

6. Three (3) winning Entrants ("**Winners**") will be chosen. The determination of the Winners shall be made by Marina Bay Sands' judges in their sole discretion based on the creativity of the entries, and such determination shall be final and binding.

7. Winners will each receive an experience at The Cheese and Chocolate Bar for 2, at The Club at Marina Bay Sands.

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, transport to Marina Bay Sands Integrated Resort, taxes, meals, beverages of any type, merchandise, service charges, souvenirs, telephone calls 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 announced on the Marina Bay Sands Instagram Account on 18 August 2015. The Winners will also be notified by a comment placed on their post for their winning photo submission. Once the Winners have been notified, Winners will need to email Marina Bay Sands at [socialmedia@marinabaysands.com](mailto:socialmedia@marinabaysands.com) with their name, identification number and contact number. Winners below the age of 18 must also forward a copy of their Parent/Guardian's consent letter with this email.

Participation in and usage of the prizes may be subject to the terms and conditions in a prize letter which will be provided to the Winner.

10 Winners, who do not, by 21 August 2015, contact Marina Bay Sands or provide the necessary information and documents will be disqualified and their prizes forfeited. Prize collection details will be shared with the winners via email after they have provided Marina Bay Sands with the necessary information.

11. In the event that a Winner is at any time determined to be ineligible or does not collect his or her Prize, Marina Bay Sands reserves the right to substitute another 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. 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' Page, Twitter or any other social media pages and/or used by Marina Bay Sands.

13. 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.

14. 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 process.

15. Entrants may not object or reject 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 Winner would be entitled to collect fees or receive any remuneration. Marina Bay Sands will be under no obligation to replace any prizes that are not utilized.

16. 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.

17. 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 at their sole discretion. By participating in the Competition, Entrants confirm that they release Instagram of responsibility and agree to Instagram's terms of use.

18. Marina Bay Sands is not responsible for (a) electronic transmission errors or delays resulting in an inability to participate in the Competition 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. Proof of delivery of an entry is not proof of receipt by Marina Bay Sands.

19. 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.

20. 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.

21. 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.

22. 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.

23. The Competition and these Terms and Conditions will be governed by Singapore law and Entrants agree to submit to the exclusive jurisdiction of the Singapore courts.

24. 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.