

## Terms and Conditions for The Shoppes at Marina Bay Sands – Standard Chartered Bank

1. MBS Retail Management Company Pte Ltd (the “**Organizer**” or “**MBSRM**”) is the organizer of the Promotion. By participating in the Promotion, the participating customer agrees to accept these terms and conditions.
2. The Promotion shall take place from 1 September 2021, 11AM, until 15 October 2021 , 10.59PM (“**Promotion Period**”).
3. During the Promotion Period, eligible Standard Chartered Bank Cardholders who fulfill the following requirements shall be entitled to receive Sands Rewards Dollars (“**Rewards Dollars**”):
  - a. The customer is a member of the Marina Bay Sands Sands Rewards LifeStyle (“**SRL**”) programme who is in good standing (“**Member**”)
  - b. The customer makes a minimum spend of S\$1,500 (to receive 50 Rewards Dollars) or S\$3,000 (to receive 150 Reward Dollars), within three (3) same-day receipts at participating outlets within The Shoppes at Marina Bay Sands (See [MarinaBaySands.com/ShoppesSCB](http://MarinaBaySands.com/ShoppesSCB)) (“**Purchase**”).
  - c. The customer presents the valid and original receipt(s) for their purchases, their original Standard Chartered Bank Debit or Credit card and SRL membership card (physical or virtual) in person at the Retail Concierge Counter at L1 (near Bayfront MRT).
  - d. The customer has not previously received the Rewards Dollars (in any amount) on the same day.
4. The Reward Dollars is subject to availability on a first-come-first-serve basis on a limited quantity throughout the Promotion Period.
5. All Rewards Rewards will be credited into the respective Members’ accounts within 48 hours of successful redemption, or such other time as MBS may determine in its sole discretion.
6. MBSRM may at its discretion revise the specific Rewards Dollars for each eligible customer.
7. The Promotion is only available to customers who have made final sales at the participating outlets. Amounts placed as deposits with the participating outlets shall not be counted towards the minimum spend required under Clause 3a. In the event a customer returns his/her Purchase or any part thereof, the Rewards Dollars shall be considered void.
8. The Rewards Dollars are non-transferrable, non-exchangeable, and cannot be exchanged for cash. The Reward Dollars may not be sold or used for any commercial purpose, including but not limited to any use for which the customer would be entitled to collect fees or receive any remuneration. MBSRM and/or its related corporations shall not be under any obligation to replace the Rewards Dollars, or to pay to any customer the value of the Rewards Dollars or any part thereof, if the Rewards Dollars are not utilized by the relevant expiry date(s). The Rewards Dollars are valid for a period of 12 months upon redemption.
9. Prior to awarding the Rewards Dollars, MBSRM may request the customer to produce any identification as required to confirm the customer’s eligibility.

10. Terms and conditions of the Sands Reward Dollars membership programme and use of Rewards Dollars shall apply.
11. MBSRM reserves the right to disqualify any customer who does not meet the terms and conditions of the Promotion, and to refuse to allow any party to receive or redeem the Reward Dollars. MBSRM and/or its related corporations are not responsible for the loss of opportunity to participate or for any delayed, lost, stolen, incomplete, late or misdirected requests caused by any reason whatsoever.
12. **Publicity and Intellectual Property.** By participating in this Promotion, you agree to MBSRM or any of its related companies (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”) your 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 you for surveys, conducting data profiling and data analytics to better understand your preferences to improve MBSRM’s services, etc.), or any purposes as set out in the prevailing MBS’ 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, you grant MBSRM a licence to Use your personal data, including your images and likeness, and waive all claims for payment for such Use.

You 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 your consent to the above.

**13. MBSRM Liability.**

- a. MBSRM 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 MBSRM, its affiliates, their 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. MBSRM shall not be held liable for (i) any delay in performing or partial or total failure to perform any of its obligations to you under the Rules if such delay or failure is caused by

circumstances beyond the reasonable control of MBSRM, 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. MBSRM shall not be obliged to give any reason or enter into any correspondence with any persons on any matter concerning this Promotion.

- c. You agree to release and hold harmless MBSRM 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: (i) your participation in the Promotion, and/or (ii) your acceptance, possession, use, or misuse of any prize or any portion thereof.
- d. You agree to indemnify MBSRM 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 MBSRM may suffer or incur or which may be made, instituted or asserted against MBSRM arising out of or by reason of negligent acts, omissions, fraud, wilful misconduct, or a breach of obligations, covenants, representations or warranties by you in connection with this Promotion.

**14. Modification to the Rules.**

- a. MBSRM 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 in the Rules 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. MBSRM has the right to final interpretation of the Rules.

15. In the event of any dispute, the decision of MBSRM and/or its related corporations is final and binding.