

Terms & Conditions

General Terms and Conditions

1. Marina Bay Sands Pte Ltd (“**MBS**”) is the organiser of the Marquee Singapore: Marquee Road to DWP Instagram Giveaway 2024 (“**Giveaway**”). This Giveaway is in no way sponsored, endorsed, or administered by, or associated with Instagram. By participating in this Giveaway, you agree to release Instagram from any responsibility and agree to their terms of use.

Terms. The terms and conditions herein (“**General T&Cs**”), and any other applicable specific terms and conditions relevant to this Giveaway, including the terms and conditions of any gift, voucher, coupon or any other item which the participant may receive in connection with this Giveaway (“**Other 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 Giveaway, you confirm that you have read, understood, and agree to be bound by the General T&Cs and Other T&Cs (collectively, the “**Rules**”). In the event of any conflict or inconsistency between these General T&Cs and the Other T&Cs, the Other T&Cs will prevail followed by the General T&Cs.

1. **Eligibility and Participation.**

- a. MBS reserves the absolute discretion to determine the eligibility of any participant who is eligible to participate in the Giveaway. Such determination is final and conclusive, and MBS is not obliged to give any reason for excluding or disqualifying anyone from participating in the Giveaway. No correspondence in relation to MBS’s determination will be entertained. By participating in the Giveaway, participants will be deemed to have read, understood and agreed to be bound by these rules and any other requirements set out in any related promotional material and all amendments, additions, replacements, modifications as may be made from time to time. Participants who fail to comply with any of the Rules will have their eligibility forfeited.
- b. To be eligible to participate in this Giveaway, you must:
 - i. Agree and comply with the Rules;
 - ii. Be eighteen (18) years of age or older;
 - iii. Complete all of the following during the Entry Period (as defined below):
 - a) Be a follower of the @MarqueeSingapore Instagram account.
 - b) Tag your best friend in the comments section of the giveaway post and tell us why they are your ultimate DWP partner.
 - iv. Each eligible participant is limited to one (1) Entry (being the first throughout the Entry Period. Subsequent Entries from the same participant will not be considered);
 - v. Eligible participants must set their Instagram account privacy setting as “public” for the entire duration of the giveaway;
 - vi. Not fall within any of the following categories of persons: (a) advertising agencies (and affiliates) of MBS; (b) permanent, contract and/or temporary staff or employees of MBS or its affiliates, and or such staff or employees’ immediate family members; and (c) Public/Government Officials and Relative or Close Associates of such Public/Government Officials.

Public Official or Government Official means any:

- Employee, representative officer, director, agent, consultant or board member of any body or branch of national, regional, provincial, state, municipal or local government, whether legislative, executive, or judicial, or any person acting in an official capacity on behalf of a government entity.
- Officer, representative director, employee, agent, consultant, or official of a public international organization, officials of political parties and candidates for political office.
- Officers, representative directors, employees, agents, consultants, or officials of business entities owned, operated or controlled by, or otherwise under the influence of, a governmental body, agency or entity (commonly referred to as state owned enterprises). Business entities may be “controlled by” a government even though government ownership is less than 50%. The determination of government control should be made on a case-by-case basis in consultation with the MBS Compliance Department.
- Any other person while knowing that the Prize (as defined below) will be passed on to one of the individuals or parties referenced above.

Relative or Close Associate means individuals with close personal or familial dealings with a Public/Government Official, such as business associates or people related to the Public/Government Official by blood or marriage.

(“Eligible Participant”)

- If you are not an Eligible Participant and have participated in this Giveaway, MBS reserves the right to disqualify your participation as well as seek the return of any payment, award or prize (including such payment, award or prizes credited to any of your membership accounts with MBS) from you.
- MBS further reserves the right to disqualify your participation in this Giveaway, delete any posts and/or comments made by you and/or to seek the return of any payment, award or prize (including such payment, award or prizes credited to any of your membership accounts with MBS) from you, if:
 - you have cheated or committed a fraud;
 - tampered or attempted to tamper with the entry process/operation of this Giveaway;
 - manipulated or attempted to manipulate the operation of this Giveaway;
 - your entry features any content which may contravene the Casino Control (Advertising) Regulations;
 - your entry features any nudity or obscene or inappropriate language or material that is libelous or defamatory or infringes any third party rights;
 - your conduct is in breach of the Rules including providing false information (such as fake accounts, personas or photos) or deliberately withholding information; or
 - you do not make the redemption of a relevant prize or award, as the case may be, in person.

3. Entry Period & Redemption

- The period of the Giveaway shall be from 12.00pm Singapore Time on 20 Nov 2024 to 11.59pm Singapore Time on 21 Nov 2024 (“**Entry Period**”). Upon the expiry of the Entry Period, no further participation in this Giveaway will be permitted.
- The Winners (see definition in para 4 below) will be contacted by Marquee Singapore via direct messaging on Instagram by 10.00pm Singapore Time on 22 Nov 2024.
- The Winners will need to reply to the direct message and provide Marquee Singapore with the following information by 6.00 pm Singapore Time on 23 Nov 2024:

- i. Full name (as per NRIC or passport)
 - ii. Email address
- d. If the Winner fails to provide their information for the Prize to be issued by 6.00pm Singapore Time on 23 Nov 2024, MBS reserves the right to either select another winner or to regard the prize as forfeited without liability to the Winner. MBS' decision is final.
- e. Winners are to collect their prizes at JIEXPO Kemayoran Jakarta (Ticket Box near GA Gate Entrance) on the event days from 13 Dec 2024 to 15 Dec 2024. Winners have to show the valid ID that was submitted for their prize redemption.

4. Prize.

- a. The three (3) participants who submit the most creative comments and have also fulfilled all the requirements listed will be the winners ("**Winner**") of this Giveaway. This is a skill-based Giveaway and chance plays no part in the determination of the Winners. The Giveaway winners will be determined by MBS judges in their sole discretion, such determination to be final and binding. The Winners will each win a pair of DWP festival tickets from 13 Dec 2024 to 15 Dec 2024. ("**Prize**"). Winners must be in Jakarta, Indonesia during the event to redeem the Prize.
- b. The Winner must accept the Prize "as is". The Prize cannot be exchanged for cash, is 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 Winner would be entitled to collect fees or receive any remuneration. Terms and conditions for the use of the Prize shall apply.
- c. The Winner 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, including but not limited to any air tickets, accommodation, or purchases of food or beverage.
- d. MBS reserves the right to substitute any Prize with one or more alternatives of equivalent value (other than cash).
- e. MBS reserves the right not to award a Prize or to seek the return of any Prize awarded in the event that the Winner is not entitled to receive such prize in accordance with applicable law (provided always that a Winner is solely responsible for providing evidence that he/she is entitled to receive any Prize) or if MBS has cause to disqualify the Winner.
- f. MBS reserves the right to change the Rules without prior notice. In the event of any dispute, the decision of MBS is final without notice or liability.
- g. Issues or concerns with the Prize are to be resolved directly between the supplier of the Prize and the Winners.

5. Publicity and Intellectual Property.

- a. By participating in this Giveaway, you agree to MBS or any of its related companies including but not limited to 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**") collecting, using, storing, disclosing to the Parties, and/or broadcasting via any corporate and public media platforms in any jurisdiction ("**Use**") your personal data as collected by MBS from time to time (the "**Data**") for the purposes of:
 - i. processing and administering matters relating to this Giveaway, customer service matters (e.g. contacting you for surveys, conducting data profiling and data analytics to better understand your preferences to improve MBS' 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;
 - ii. 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

- iii. marketing and advertising the Company's business within and outside of Singapore. For this purpose, you grant MBS a license to Use your personal data, including your image and likeness, and you waive all claims for payment for such Use.

You may withdraw your consent to the above processing or access or correct your personal data by following the instructions as set out in <https://www.marinabaysands.com/data-protection-office.html>. Please note that MBS may be unable to administer the Giveaway without your consent to the above.

- b. Where you are selected as the Winner of this Giveaway, your personal data, in particular full name and email address, which you provide to MBS pursuant to these General T&Cs will be disclosed to PT. Ismaya Group Sejahtera and/or its subsidiaries and affiliates (the "Ismaya Group") in Indonesia for the purposes of processing and administering matters relating to this Giveaway and related purposes, including issuing the Prize to you in accordance to these General T&Cs. Please note that the Ismaya Group will collect, use and/or disclose your personal data in accordance with their privacy notice <https://www.ismaya.com/privacy-policy-app>). If you do not agree to Ismaya Group's privacy notice, you may choose not to provide your personal data to MBS for onward disclosure to Ismaya Group, however, MBS and/or the Ismaya Group may be unable to administer the Giveaway or issue the Prize to you.

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 Giveaway 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 Giveaway, or (iv) any loss of opportunity to participate in this Giveaway for any reason whatsoever.
- b. MBS shall not be held liable for any delay in performing or partial or total failure to perform any of its obligations to the Eligible Participants under the Rules if such delay or failure is caused by circumstances beyond the reasonable control of (i) MBS, or (ii) its affiliates, authorised dealers/distributors, agents, 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 Giveaway.
- c. To the maximum extent permitted by law, you agree to release MBS and its affiliates, advertising and promotion agencies, representatives, agents, successors, assigns, employees, officers, and directors from all liabilities that might arise from: (i) your participation in the Giveaway, and/or (ii) your acceptance, possession, use, or misuse of any prize or any portion thereof.
- d. You agree to indemnify MBS 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 MBS may suffer or incur or which may be made, instituted or asserted against MBS 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 Giveaway.

7. **Modification to the Rules.**

- a. MBS reserves all rights in relation to this Giveaway, 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 Giveaway, or adjust the structure, type and distribution of this Giveaway including prizes, at its sole and absolute discretion.
- b. MBS has the right to final interpretation of the Rules.