

### **General Terms and Conditions of the WINDEE Game Promotion (“Promotion”)**

1. **Terms.** The terms and conditions herein (“**General T&Cs**”), and any other applicable specific terms and conditions relevant to this Promotion, including the terms and conditions of any beverage items which the participant may receive in connection with this Promotion (“**Other T&Cs**”), together with any amendments as may be made from time to time, shall form a legal agreement between Marina Bay Sands Pte Ltd (“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 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. In the T&Cs, each day a Promotion is conducted shall be known as a “Promotion Day”.
2. **Eligibility and Participation.**
  - a. MBS reserves the absolute discretion to determine the eligibility of any participant who is eligible to participate in the Promotion. Such determination is final and conclusive, and MBS is not obliged to give any reason for excluding or disqualifying anyone from participating in the Promotion. No correspondence in relation to MBS’ determination will be entertained. By participating in the Promotion, 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 Promotion (an “Eligible Participant”), you must:
    - i. Agree and comply with the Rules;
    - ii. Be eighteen (18) years of age or older;
    - iii. Meet the requirements as set out in these terms and conditions.
  - c. If you are not an Eligible 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 (including such payment, award or prizes credited to any of your membership accounts with MBS) from you.
  - d. MBS further reserves the right to disqualify your participation in this Promotion, and/or to seek the return of any payment, award or prize from you, if:
    - i. you have cheated or committed a fraud;
    - ii. tampered or attempted to tamper with the entry process/operation of this Promotion, including tampering or attempting tampering related to any receipts;
    - iii. manipulated or attempted to manipulate the operation of this Promotion;
    - iv. your conduct is in breach of the Rules including providing false information or deliberately withholding information; or
    - v. you do not make the redemption of a relevant prize or award, as the case may be, in person.
3. **Conduct of Promotion**
  - a. For every S\$40 (including GST) spent on beverages at the bars in Marquee Singapore in a single receipt from 12:00am to 3:00am on a Promotion Day (“Activation Period”), participants will receive one (1) turn at Marquee Singapore’s WINDEE activation.

- b. The number of turns will be awarded according to the following Tiered Spend Structure and there is no limit to how many turns a participant can receive per qualifying receipt:

Purchase Amount (in a single receipt and including GST)	Turns Awarded
S\$40	1 Attempt
S\$80	2 Attempts
S\$120	3 Attempts
And so on..	No limit

- e. To use their turn(s) to play the WINDEE game, , participants must present their original same-day receipt at the designated activation booth (“Activation Booth”) during the Activation Period. Original same-day receipts must be presented for each turn. Duplicates, copies or photographs will not be accepted. Participants must ensure that their receipts are stamped for each turn that they take.
- f. Each turn lasts 15 seconds.
- g. During a turn, participants must, within the time limit of 15 seconds, grab only purple balls from inside the WINDEE game machine and place them in a specified container at the game machine. Only the purple balls that are secured count towards winning prizes. Prizes will be awarded after each turn based on whether purple balls are successfully secured in the container during that turn, according to the table set out at Clause 4. After each turn, the count of secured purple balls is reset to zero.

#### 4. Prize.

- a. Participants who manage to successfully secure one (1) purple ball in each turn will be a winner of this Promotion (“**Winner**”). This is a skill-based Promotion and chance plays no part in the determination of the Winners.
- b. Each Winner will receive one (1) of the prizes listed below after securing one (1) purple ball. Winners may not select the specific prize. Each Winner will receive only one (1) prize regardless of how many purple balls are caught during a turn:

Prize
Pokémon card packs
Old Maid Card Game
Marbles (or Goli)
Pick-Up Sticks
Flag Erasers

- c. Prizes must be deemed from 12:00am to 05:45am on the relevant Promotion Day (“**Redemption Period**”). Prizes will not be available for redemption on any other day.

- d. The Winner must redeem the Prizes in person. MBS staff may request for identification for verification purposes.
  - e. If the Winner fails to redeem the prizes within the Redemption Period on the relevant Promotion Day, MBS reserves the right to regard the prize as forfeited without any liability to MBS.
  - f. The Winner must accept the relevant prize “as is”. The prize cannot be exchanged for 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 Winner would be entitled to collect fees or receive any remuneration. Terms and conditions for the use of the prizes shall apply.
  - g. 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 any purchases of additional items .
  - h. MBS reserves the right to substitute any prize with one or more prize alternatives of equivalent value (other than cash).
  - i. 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 Marquee Singapore has cause to disqualify the Winner.
  - j. MBS reserves the right to change the Rules without prior notice. In the event of any dispute, the decision of MBS is final.
5. **Publicity and Intellectual Property.** By participating in this Promotion, 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 Promotion, 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 <https://www.marinabaysands.com/privacy-notice.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 Promotion without your consent to the above.

## 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 (iv) any loss of opportunity to participate in this Promotion for any reason whatsoever.

- b. 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 Promotion, and/or (ii) your acceptance, possession, use, or misuse of any prize or any portion thereof.
- c. 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 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 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. MBS has the right to final interpretation of the Rules.
- c. These Terms and Conditions may be provided to members in other languages for reference. These versions of these Terms and Conditions are translations and intended solely for reference purposes only. If there is any conflict, inconsistency or ambiguity between the English version and any other version of these Terms and Conditions, the English version shall prevail.