

Terms & Conditions

Marina Bay Sands Pte Ltd (“MBS”) is the organizer of the [LAVO SINGAPORE REOPENING CAMPAIGN GIVEAWAY] (the “Contest”).

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 Marina Bay Sands Pte. Ltd. (“MBS”) and you. By participating in this Contest, you confirm that you have read, understood and agree to be bound by the General T&Cs (collectively, the “Rules”).
2. **Contest Period.** The Contest will start on [17 August, 12PM] Singapore time and end on [20 September, 1159PM] Singapore time (“Contest Period”). Entries received outside the Contest Period will not be considered.

3. Eligibility and Participation.

a. To be eligible to participate in the Contest, you must, during the Contest Period:

- i. be at least eighteen (18) years of age or older as of the date of your submission for the Contest;
- ii. post a picture of your items purchased under the 1-for-1 offer (cocktail or pasta) at LAVO Singapore during the LAVO Singapore Reopening Campaign Giveaway on Instagram and hashtag #LavoLovesYou and tag @LavoSingapore on the submitted Instagram post with your most creative and fun caption.
- iii. Set your Instagram account to “public”
- iv. Have the legal right and capacity under your respective jurisdictions to enter into the Contest and to agree to the General T&Cs. This Contest is void where prohibited or restricted by law, and entries from such jurisdictions shall not be accepted;
- i. not fall within any of the following categories of persons: (x) advertising agencies (and affiliates) of MBS or the Tao Group; and (y) employees of such advertising agencies, MBS or the Tao Group and their immediate family members or (z) 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 payment or promise to pay 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.

(“Qualifying Participant”).

- b. Multiple entries per participant will be accepted.
- c. If you are not a Qualifying Participant and have participated in this Contest, MBS reserves the right to disqualify your participation as well as seek the return of any payment, award or prize from you.

- d. MBS further reserves the right to disqualify your participation in this Contest if:
 - i. you have cheated or committed a fraud;
 - ii. tampered or attempted to tamper with the entry process/operation of this Contest;
 - iii. manipulated or attempted to manipulate the operation of this Contest; or
 - iv. your conduct is in breach of the Rules including providing false information (such as fake accounts, personas or photos including old photos) or deliberately withholding information.

4. Prizes, Draws and Collection.

- a. Two winners of the giveaway (“Winners”) will be selected based on the most creative caption and fun captions. This is a skill-based Contest, and chance plays no part in the determination of Contest winners. The Contest winners will be determined by MBS judges in their sole discretion, such determination to be final and binding.
- b. The Winners will be announced on LAVO Singapore’s Instagram account within (1) days from the end of the Contest Period, and must private message LAVO Singapore’s account within three (3) days to claim their prize. Note that if a Winner fails to contact LAVO Singapore within this time or fails to meet any of the eligibility requirements or is otherwise unable to comply with the Contest terms and conditions, MBS reserves the right to disqualify that entrant and offer the prize to the next eligible participant.
- c. All prizes must be collected in the manner and within the period specified in the winning notification sent to the Winner. If the Winner fails to collect the prize, MBS reserves the right to select another winner in place of the Winner or to regard the prize as forfeited without liability to the Winner. MBS’ decision is final.
- d. MBS reserves the right not to award a prize or to seek the return of any prize awarded in the event that the Winner not entitled to receive such prize in accordance with applicable law (provided always that the 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 in accordance with section 3.
- e. The Winners of the Contest shall each receive 1 pair of complimentary entry to the LAVO Singapore Sunday Champagne Brunch, which may be redeemed upon the resumption of the Brunch in accordance with the COVID-19 (Temporary Measures) Act and all related regulations, advisories, guidelines and/or measures. Reservations must be made at least five (5) days in advance, or any such other timeline as MBS may determine.
- f. Qualifying Participants who have won prizes as a result of participating in this Contest (“Winning Participant”) must accept the relevant prize “as is”. Prizes 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.
- 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. Prizes do not include any costs, fees or expenses relating to acceptance or usage of the prizes that are not explicitly stated in these Terms and Conditions, such as but not limited to visas, taxes, food and beverages not provided as part of the LAVO Singapore Sunday Champagne Brunch, merchandise, service charges, souvenirs, and gratuities and tips (the “Expenses”), which are the responsibility of the Winner. Neither MBS 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 (each a “MBS Party”), shall be held accountable for the Expenses.
- h. MBS reserves the right to substitute any prize with one or more prize alternatives of equivalent value (other than cash).
- a. The prizes shall be subject to such other terms and conditions as may be imposed by the relevant merchants and/or suppliers of the prizes. Each Winner agrees to be bound by such prize terms.

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.

5. **Publicity and Intellectual Property.** By participating in this Contest, you agree to MBS, or any of its related companies (collectively, the “**Company**”), the Tao Group, 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 MBS from time to time (the “**Data**”) for the purposes of:
- i. processing and administering matters relating to this Contest, 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 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 MBS may be unable to administer the Contest without your consent to the above.

6. 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 Contest 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 Contest, or (d) any loss of opportunity to participate in this Contest 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 Winners under the Rules 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 Contest.
- c. You agree to release and hold harmless MBS 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 Contest, 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 Contest.

7. Modification to the Rules.

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