

MEMBERSHIP TERMS & CONDITIONS

1. **TERMS AND CONDITIONS:** These terms and conditions (“T&C”) govern the membership of the Sands Lifestyle Loyalty Program (“Sands Lifestyle”).
2. **SANDS LIFESTYLE LOYALTY PROGRAM:** Sands Lifestyle is a co-branded loyalty program of Sands China Ltd. (“SCL”) in collaboration with Industrial and Commercial Bank of China (Macau) Limited and Industrial and Commercial Bank of China (Asia) Limited (collectively “ICBC”) administered by our service provider, Mastercard Asia/Pacific Pte Ltd and its affiliates, including Mastercard Asia Pacific (Hong Kong) Limited, (“Mastercard”). These T&C and Sands Lifestyle may be varied, suspended, or cancelled by SCL from time to time at its sole discretion.
3. **ELIGIBILITY:** Membership to Sands Lifestyle is open to individuals aged 18 years or above who are approved by ICBC. Only one membership per person is allowed and membership is free. Membership is not open to legal entities or other groups or associations.
4. **HOW TO BECOME A SANDS LIFESTYLE MEMBER:**
 - a. Consumers who apply for an ICBC Sands Lifestyle Credit Card (the “Card”) and who are approved by ICBC are eligible to sign up for Sands Lifestyle membership.
 - b. The Card is applied for through ICBC branch offices, Sands Lifestyle kiosks, online or by paper application.
 - c. Upon receipt of the Card, membership in Sands Lifestyle may be initiated at their respective ICBC branch or at a Sands Lifestyle kiosk or by visiting sandslifestyle.com (the “Website”) and creating a profile and providing the following information: email address, phone number, card number (number on the front of the issued card) and password.
 - d. If your membership application is accepted, you would become a member of Sands Lifestyle (“Member”).
 - e. By signing up for Sands Lifestyle membership and accepting these T&C, you are requesting to become a Member of Sands Lifestyle and agreeing to accept and abide by these T&C.
5. **ACCEPTANCE OF THESE T&C:** As a Member of Sands Lifestyle you are deemed to have accepted these T&C and you agree to abide by all rules and conditions as published and amended by SCL from time to time and shall accept as final and binding the decisions of SCL.
6. **AWARDING OF POINTS:**
 - a. Points are awarded to the Members for any and all Card transactions or purchases, as follows:

- i. **Base Points:** Members earn base points (12 Sands Lifestyle points) for every MOP/HKD 240 spent (equivalent to MOP 1 cash rebate). Overseas or cross border transactions made with Hong Kong issued Sands Lifestyle Mastercard will be awarded 3 times base points.
 - ii. **Bonus Points:** Members earn “bonus” points on top of base points when they spend within certain SCL properties, through direct and official channels, and at participating retailers, as determined by SCL from time to time. Bonus points are awarded to Blue (during promotion periods), Platinum, and World Card for spending within SCL properties.
- b. The transactions below do not qualify for the award of bonus points:
 - i. Purchase of SCL goods and services through third-party vendors, travel agencies and wholesalers, payment of stay bookings under wholesale or travel agents’ rates.
- c. The transactions below do not qualify for the award of points:
 - i. Cash advances, balance transfers, cash installment loan amount/tax loan and personal loan amount/merchant installment loan amount and all repayment amount, reload/transfer of e-wallet thereof, donations, tax payments, purchase of casino chips, gambling transactions, Card fees, any financial charges and unauthorized transactions; and
- d. A retrospective claim of points will be accepted if submitted within a maximum of 6 months after the transaction date.
- e. Neither SCL or Mastercard (or any of their respective affiliates) shall be liable for points that were awarded inaccurately as a result of technical malfunction, operator fault, and misrepresentation or as a result of any reason beyond their control and any such points shall be cancelled and shall be void.

7. REDEMPTION OF POINTS

- a. Members can redeem points in Macau, within certain SCL properties at authorized participating retailers as determined from time to time by SCL in its sole discretion, by using “Pay with Rewards” (“PwR”). PwR can be used for a transaction (subject to these T&C) at participating retailers where PwR is accepted and processed by the Mastercard payment network and is subject to Members downloading the PwR app and complying with the corresponding terms of use.
- b. Members will have the choice to configure and enable PwR via the Sands Lifestyle Website, PwR APP or Sands Lifestyle Rewards Centre if they wish to use this redemption option.
- c. 12 points are redeemable for 1 MOP. SCL retains the right to amend this ratio at its sole discretion.
- d. Minimum redemption is 1200 points per eligible redemption (equivalent to minimum spending of MOP 100 (for Members in Macau) or HKD 100 (for Members in Hong Kong)).

- e. The points can be redeemed by the Members to pay, in total or part, any and all transactions wherever PWR is accepted.
 - f. Points and benefits are not redeemable for cash.
 - g. Points will only be redeemed via a valid card or if your account is in good standing. Expired Cards will not be accepted.
 - h. Pay with Rewards will not be applicable to the following transaction types:
 - i. Cash advances / ATM Cash Disbursements
 - ii. Money Transfers
 - iii. Quasi - Cash Non-Financial Institution
 - iv. Truck Stop Transactions
 - v. Gaming Transactions
 - vi. Tax Payments
 - vii. Purchase + Cashback
8. **CHALLENGES TO POINTS AWARDED OR REDEEMED:** Any challenge by Members regarding the awarding or redemption of points must be made within 2 months from the date when points were credited to or deducted from the Member's account and SCL's determination on the matter shall be final and binding.
9. **NON-ASSIGNMENT:** The Card, points and any other benefits granted by the membership are non-assignable and non-transferrable and may only be used by the Member in whose name the Card is issued.
10. **USE OF THE SANDS LIFESTYLE CREDIT CARD:**
- a. The Card and its associated benefits and points cannot be used in conjunction with other promotion unless otherwise indicated.
 - b. The Card is not applicable for use for settlement of goods, services and bookings under wholesale or contracted agents' rates at SCL.
 - c. Points accumulated by a person other than the Member will be forfeited.
 - d. Credit and deduction of points: points will typically be credited within 14 days from each transaction and deduction of points is made instantly.
 - e. Any credit or refund applied to the card will result in the corresponding points being instantly deducted from the Member's account.
 - f. Supplementary credit cards of one primary cardholder may register into the Sands Lifestyle program and enter the program as an independent Member, and are eligible to earn and redeem their own points as per the program structure.
 - g. Sands Lifestyle points accumulated by two Members, including points earned by a Member holding a supplementary credit card, cannot be pooled into one account.
11. **CANCELLATION OF POINTS:** If points are not redeemed within 36 months of earning, any existing points will be forfeited and cancelled.

12. **PROMOTIONAL/CAMPAIGN POINTS:** From time to time SCL and the retailers of SCL properties will run promotional/campaign offers that issue bonus points to members, at SCL's discretion. These points and campaign details will have their own terms and conditions and time frame of use.

13. **EMBEDDED BENEFITS & COMPLIMENTARY SERVICES:** You may receive embedded benefits according to your Card type, at SCL's sole discretion. Complimentary services, if any, are extended to at the discretion of SCL.

14. **USE OF SANDS LIFESTYLE WEBSITE**

- a. The Website is to be used for you to manage your membership account. You must not misuse the Website. You will not: send or otherwise post unauthorized commercial communications; upload viruses, trojans, worms, logic bombs or other malicious code; corrupt data; post material that is hateful, threatening, pornographic, or that contains nudity or graphic or gratuitous violence; use the website to do anything unlawful, misleading, malicious or discriminatory; facilitate or encourage any violation of these T&C.
- b. You must not establish any link to the website to suggest any form of association, approval or endorsement on our part where none exists or establish a link from any website that is not owned by you. The Website must not be framed on any other site, and you may not create a link to any part of the Website other than the home page.
- c. The Website is provided solely for your personal use. You may not use the website for any commercial purpose.
- d. We reserve the right to amend, remove or vary the Website, any page of the Website, any content on the Website, or any service offered on the Website at any time and without notice.

15. **PERSONAL INFORMATION:**

- a. You should provide true and updated personal information when you sign up for membership. Any change of your personal details (identification or passport details, postal / email address, contact telephone numbers, etc) should be communicated to the Sands Lifestyle Rewards Centre and or ICBC to the contacts on the Website. SCL is not responsible for any loss due to the outdated or incorrect information.
- b. By signing up to be a Member of Sands Lifestyle you acknowledge and agree with the following:
 - i. Mastercard, as our service provider, manages and administers the Sands Lifestyle loyalty program, subject to instructions on marketing strategy as defined by SCL;
 - ii. ICBC provides your personal details to Mastercard for Mastercard to open your membership account;
 - iii. Once your membership account is opened, Mastercard collects all Personal Data that you enter or upload on Sands Lifestyle website in relation to you (or to any other individual you are representing) or in any way related with your use of

Sands Lifestyle website and Card (“Your Personal Data”). This may include name, address, birth date, telephone number, and email address etc. as well as any financial information related with your Sands Lifestyle Card transactions. Mastercard will also receive personal data from ICBC on a daily basis, including any and all personal and financial data related with your use of the Card, which will then be processed by Mastercard.

- iv. Mastercard may share Your Personal Data with its affiliates for marketing and for loyalty program fulfillment purposes and to be able to provide you with a more personalized experience. Your Personal Data may be disclosed to other third parties only when one or more of the following applies:
 - Such third party is a service provider of Mastercard that has entered into a written agreement with Mastercard that at least conceptually reflects the provisions and protections of the Macau and Hong Kong Personal Data Protection legislation as necessary to operate Sands Lifestyle;
 - It is necessary to protect and defend our rights or property;
 - It is necessary to comply with a court order or other legal or regulatory process or other legal requirements of any governmental authorities as well as requests from relevant authorities, including but not limited to, authorities which regulate and/or have jurisdiction over gaming or non-gaming activities conducted by us; or
 - In our sole discretion, in exceptional circumstances, such as a national emergency, a security concern, or other situations in which we deem such disclosure to be prudent.
- v. Mastercard operates and manages the Sands Lifestyle Rewards Centre on our behalf.
- c. Your Personal Data and any other personal data provided by you will be used and process to manage the Sands Lifestyle loyalty program, for marketing purposes, for compliance and any other legitimate purposes as may be required, authorized or permitted by the applicable laws. SCL will not have access to, or control of, any of Your Personal Data and it shall not be held liable in relation thereto, including for any loss or damage you may suffer in relation thereof.
- d. By signing up to become a Member of Sands Lifestyle you confirm that you authorize the collection, use, storage, transfer, disclosure, communication and processing, automatically or mechanically of any of Your Personal Data as herein stated or contemplated. You also acknowledge that neither SCL nor any of its affiliates controls Your Personal Data.
- e. You acknowledge and agree that the transfers hereby authorized may constitute an international transfer of personal data from a jurisdiction to another jurisdiction(s) and that the different jurisdictions where the recipients are located or incorporated, including in the United States of America, may have different data privacy laws and protections. Your Personal Data will be kept by the recipients only for the necessary period of time and thereafter if legally required.

- f. SCL takes reasonable care, in so far as reasonably possible, to keep your personal information secure through the appointment of Mastercard, but in the absence of gross negligence or willful misconduct by SCL itself will not be liable in relation thereto, including for any loss you may suffer if a third party procures unauthorized access to any of Your Personal Data you provide as a result of your Membership. SCL shall not be held liable in any way whatsoever in respect of any act or omission by or on behalf of ICBC or Mastercard (or their affiliates, officers, employees, representatives or service providers).

16. NON-ELIGIBILITY TO PARTICIPATE IN SANDS LIFESTYLE PROGRAM

Current employees of SCL, its parent, affiliates and subsidiaries (“**Employees**”) are eligible to participate in the Sands Lifestyle program as set forth in these T&C but are subject to certain exceptions as follows:

- a. Employees are not eligible to enter or win any contests, lucky draws or similar activity awarding prizes that may be conducted within the Sands Lifestyle program; and
- b. All members of SCL’s executive committee, as well as SCL’s Employees that handled and/or handle the creation and operation of the Sands Lifestyle program are not eligible to participate in the program.

17. MISCELLANEOUS:

- a. SCL reserves the right, with or without notice, to terminate an individual’s membership, namely (but not exclusively) if a Member breaches these T&C; attempts to obtain points or benefits by providing false information or in any other improper or abusive way; behaves improperly while on any SCL properties. Upon termination of membership, any rewards, benefits or promotions shall be considered expired and shall be forfeited.
- b. SCL reserves the right to cancel this Sands Lifestyle loyalty program at any time, in which case SCL shall provide the Member a reasonable period of time to redeem existing points and any other benefits.
- c. SCL reserves the right, at SCL’s sole discretion, to change, modify, add, amend or remove any part of these T&C from time to time and it is your responsibility to check these T&C from time to time for changes.
- d. Warranties: SCL makes no warranty that the Website will meet your requirements or will be uninterrupted, timely or error-free, that defects will be corrected, or that the Website or the server that makes it available are free of viruses or bugs nor does it represent the full functionality, accuracy, and reliability of the Website. SCL will not be responsible or liable to you for any loss of material uploaded or transmitted through the Website.
- e. To the fullest extent permissible under applicable law, SCL and its service providers disclaim any and all liability and/or warranties whatsoever of any kind, whether express or implied, in relation to your Sands Lifestyle Membership and/or your use of the Website. SCL and its service providers are not liable, whether in contract, tort

- (including, without limitation, negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise, out of or in connection with the T&C, Your Personal Data (in the care of SCL only) or the acts or omissions of Mastercard or ICBC for any direct, special, incidental, indirect or consequential loss, damages or compensation of any kind, including loss of profit or loss of opportunity that result.
- f. You agree to fully indemnify, defend and hold us and our agents, officers, directors, employees and suppliers, service providers, harmless immediately on demand, from and against all claims, liability, damages, losses, costs and expenses, including reasonable legal fees, arising out of any breach of these T&C or improper use of your Card or your rights as a Member.
 - g. If any clause of these T&C shall be deemed unlawful, void or for any reason unenforceable, then that clause shall be deemed severable from the T&C and shall not affect the validity and enforceability of the remainder of these T&C which shall continue to have full force and effect.
 - h. If you breach these T&C and SCL takes no action we will still be entitled to use our rights and remedies in other situations where you are in breach. No waiver by us should be construed as a waiver of any proceeding or succeeding breach of any clause of these T&C.
 - i. The English version of these T&C shall prevail wherever there is a discrepancy between the English and Chinese versions.
 - j. Applicable Law and Jurisdiction: These T&C shall be construed in accordance with the applicable laws of Macau. The Macau Courts shall have exclusive jurisdiction in any proceedings arising out of these T&C.