

SANDS LIFESTYLE MEMBERSHIP TERMS & CONDITIONS

1. SCOPE

These terms and conditions (“T&C”) govern the membership of the Sands Lifestyle Loyalty Program (“Sands Lifestyle” or the “Program”).

2. SANDS LIFESTYLE LOYALTY PROGRAM

Sands Lifestyle is a co-branded loyalty program of Sands China Ltd. (SCL) in collaboration with Bank of China (Macau) Limited (“BOC Macau”) launched by Venetian Cotai Limited (“VCL”).

3. HOW TO BECOME A SANDS LIFESTYLE MEMBER

- 3.1 Any individual customer aged 18 years or above who applies for an BOC Sands Lifestyle Credit Card (the “Card”) and who is approved by BOC Macau will become a Sands Lifestyle member (“Member”). Only one membership per person is allowed and membership is free. Membership is not open to legal entities or other groups or associations.
- 3.2 Customers may apply for the Card in person at any Bank of China Macau Branch, or through the BOC Online Banking, or BOC Mobile Banking App (“BOC Macau App”).

4. 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 regulations as published and amended by VCL from time to time and shall accept as final and binding the decisions of VCL.

5. AWARDING OF POINTS

- 5.1 Points are awarded by BOC Macau on any eligible Card transactions or purchases, as follows:
- i. **Base Points:** Cardholders earn 1 point for every MOP1 spent. Base Points does not apply to tax payments, withdrawal of debit balance from card, UnionPay Card transactions in the Mainland, nor transactions made for purchase of properties, cars, air tickets, gasoline, wholesale goods, paying hospitalization fees, tuition fees, other types of transaction or as announced by the Bank from time to time.
 - ii. **Bonus Points:** Cardholders earn bonus points on top of base points when they spend with their BOC Sands Lifestyle Credit Card at VCL’s and its affiliates’ participating retailers at Shoppes at Venetian, Shoppes at Parisian, Shoppes at Four Seasons, Shoppes at Londoner and Shoppes at Sands Macao (collectively, “Sands Shoppes”), as determined by VCL from time to time.
- 5.2 From time to time, VCL and the participating retailers at Sands Shoppes will run promotional campaigns offering additional bonus points to Members. These points will

be awarded by BOC Macau and each promotional campaign will have its own terms and conditions.

- 5.3 The awarding of points is subject to the terms and conditions administered by BOC Macau

6. CASH REBATE

Cardholders will receive a cash rebate of MOP 1 for each 200 points accumulated, which will be automatically credited by BOC Macau to cardholders' credit card by the end of each quarter. The remaining points balance under 200 points will be carried forward to the next quarter.

7. EMBEDDED BENEFITS & COMPLIMENTARY SERVICES

Cardholders are entitled to embedded benefits and complimentary services according to the relevant Card type, at VCL's sole discretion.

8. 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.

9. USE OF SANDS LIFESTYLE WEBSITE

- 9.1 The Sands Lifestyle website ("Website") is to be used for you to review your benefits, latest promotions and offers, and the Program terms and conditions. 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.
- 9.2 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.
- 9.3 The Website is provided solely for your personal use. You may not use the website for any commercial purpose.
- 9.4 VCL 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. VCL will not be responsible or liable to you for any loss of material uploaded or transmitted through the Website.

9.5 VCL reserves the right to amend, remove or modify the Website, in full or part, including but not limited to any page of the Website, any content on the Website, or any service offered on the Website at any time and without notice.

10. PERSONAL INFORMATION

10.1 All personal data provided by you under the Program (“Personal Data”), including but not limited to your name, email address, phone number and Card number will be used and processed by BOC Macau. BOC Macau is the Data Controller of your Personal Data, and BOC Macau will not process any Personal Data on behalf of VCL.

10.2 You should provide accurate and updated personal information when you apply for the Card with BOC Macau. Any change of your personal details shall be communicated to BOC Macau.

10.3 VCL and its affiliates will not have access to, control, process or transfer any of your Personal Data and it shall not be held liable in relation thereto, including but not limited for any loss or damage you may suffer in relation thereof.

11. NON-ELIGIBILITY TO PARTICIPATE IN SANDS LIFESTYLE PROGRAM

The employees of VCL, its parent company, affiliates and subsidiaries (“Employees”) are eligible to participate in the Program as set forth in these T&C but are subject to the following exceptions:

- a) Employees are not eligible to participate in any contests, lucky draws or similar activities that may be conducted within the Program, or win any prizes thereof; and
- b) All members of SCL’s executive committee, as well as Employees that have been involved in the decision-making and creation of Sands Lifestyle are not eligible to participate in the Program.

12. MISCELLANEOUS

12.1 VCL reserves the right to advise BOC Macau on the termination of an individual’s Card, including but not limited to events where 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 of VCL’s or its affiliates’ properties. Upon termination of the Card, any associated benefits or promotions shall be considered expired and shall be forfeited.

12.2 VCL reserves the right to cancel the Program at any time, in which case VCL shall provide the cardholder a reasonable period of time to redeem existing points and any other benefits.

12.3 VCL reserves the right, at VCL’s sole discretion, to change, modify, add, amend or remove any part of these T&C from time to time and it is the Members’ responsibility to check these T&C from time to time for any updates.

- 12.4 To the fullest extent permissible under applicable law, VCL disclaims any and all liability and/or warranties whatsoever of any kind, whether express or implied, in relation to your participation in the Program and/or your use of the Card or the Website. VCL is not liable, whether in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise, for any claim arising out of or in connection with these T&C, the Program or the acts or omissions of BOC Macau.
- 12.5 You agree to defend, indemnify and hold harmless VCL, its affiliates, and their respective officers, directors, employees, agents, suppliers and customers, to the extent customers are indemnified by VCL or its affiliates, from and against all claims, liabilities, damages, losses, costs and expenses, including but not limited to reasonable legal fees, arising out of any breach of these T&C, the improper use of your Card or of your rights and obligations as a Member, or any actual or alleged act, error, omission, violation of any applicable laws or other misconduct arising out of or relating to the Program.
- 12.6 VCL and its affiliates will not be liable for any special, indirect, consequential (including but not limited to loss of profits), exemplary or punitive damages arising out of or relating to these T&C or the Program.
- 12.7 If any clause of these T&C shall be deemed void, invalid, unenforceable or illegal, it shall be severed from these T&C and the remaining terms shall remain in full force and effect. The balance of these T&C shall be construed and enforced as if these T&C did not contain the particular provision held to be void, invalid, unenforceable or illegal.
- 12.8 The delay or failure of VCL to enforce any provision of these T&C, or to require performance of any provision, shall not in any way be construed as a waiver of such provision, or affect the right of VCL to subsequently enforce each and every provision of these T&C.
- 12.9 The English version of these T&C shall prevail wherever there is a discrepancy between the English and Chinese versions.
- 12.10 Governing Law and Jurisdiction: These T&C shall be governed by and interpreted in accordance with the laws of Macau. The Macau courts shall have exclusive jurisdiction in any proceedings arising from or related to these T&C or the Program.