

SWEETER WITH MILLENNIUM CONTEST OFFICIAL RULES

A. GENERAL

1. A participant's decision to participate in the **SWEETER WITH MILLENNIUM** contest ("**Contest**") constitutes acceptance of these terms and conditions ("**Official Rules**") by the said participant. All participants in the Contest ("**Participants**") are bound by these Official Rules. Please read these Official Rules carefully. These Official Rules shall constitute the contract between a Participant and **Millennium & Copthorne International Limited** and shall set out all the terms and conditions applicable to each Participant including the limitations of a Participant's rights and remedies thereunder.
2. The Contest begins on **31 July 2020** and will end on **30 November 2020** (both dates inclusive) ("**Contest Period**").
3. The Contest is sponsored by Millennium & Copthorne International Limited (Company Registration No. / UEN: 199600354R) (the "**Sponsor**"), a company incorporated in Singapore and having its registered office at 9 Raffles Place, #12-01 Republic Plaza, Singapore 048619. Any questions, comments, or complaints about this Contest should be directed to MCIL at MyMillennium@millenniumhotels.com.
4. Where participation in the Contest is made available via a link shared through Facebook, Instagram, Twitter or through any other social media service provider (each a "**Social Media Service Provider**"), a Participant understands that the use of any such Social Media Service Provider's services and website by the Participant are governed by the respective terms and policies of each Social Media Services Provider. (**Note:**
 - Facebook's terms and policies can be viewed at <https://www.facebook.com/policies/?ref=pf>.
 - Instagram's terms of service can be viewed at <https://help.instagram.com/581066165581870> and
 - Twitter's terms of service can be viewed at <https://twitter.com/tos>).
5. Please note that the Contest is in no way sponsored, endorsed, or administered by, or associated with any Social Media Service Providers. By participating in the Contest, each Participant hereby releases and holds harmless any such Social Media Service Providers from any and all liability associated with this Contest. Any information provided by a Participant while participating in the Contest is provided to the Sponsor, not to any Social Media Service Providers. Any costs associated with accessing or using any of the Social Media Service Providers' services and/or websites is the Participant's responsibility and is dependent on the internet service provider used.

B. ELIGIBILITY

1. The Contest is open to all guests, non-members, new and existing members of the **My Millennium** rewards programme ("**My Millennium**"), who are 18 years old or older and who are residents or citizens of Singapore residents.
2. Employees (whether full-time, part-time, interns or volunteers) of the Sponsor or any entity that is directly or indirectly controlled by the Millennium Hotels & Resorts Group (including, for the avoidance of doubt, any hotel property within the group) (collectively, the "**MHR Group**") and their immediate family members (for example, spouse, ex-spouse, de-facto spouse, partner, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin) and household members of each such employee are not eligible to participate in the Contest.

3. The Sponsor reserves the right to verify and check (including with third parties) the eligibility of Participants (including, without limitation, identity, age, place of residence). Upon the Sponsor's request, Participants shall present proper identification or other documentation supporting their eligibility for the Sponsor's review.
4. Any false or deceptive entries or fraudulent acts will render all entries by an entrant ineligible. Any use of robotic, automatic, programmed, or similar methods of entry will void all submissions using such methods.

C. HOW TO ENTER

1. There are two (2) ways to enter the contest –
 - a. Make a purchase and scan the receipt using the **My Millennium** app. The receipt has to be clear and visible.
 - b. Take a photo and upload it on social media with the hashtag #SweeterWithMillennium. The most creative entry stands a chance to win.
2. To enter the Contest and be considered for a prize as set out in Section E in the Contest (each a "**Prize**"), a Participant must undertake either of the following two (2) actions.
 - a Participant must make a purchase at any Millennium Hotels and Resorts Singapore restaurant and upload the dining receipt(s) onto the **My Millennium** Mobile App; **OR**
 - a Participant may choose to double the chances of winning by taking a photo of the Participant's meal and uploading it on social media. This photo must be published on either Facebook or Instagram with the hashtag #SweeterWithMillennium.

Participating restaurants are:

- Grand Shanghai Restaurant,
 - Grissini,
 - Food Capital (Grand Copthorne Waterfront),
 - Beast and Butterflies (M Social Singapore),
 - Hua Ting Restaurant,
 - The Orchard Café (Orchard Hotel Singapore) and
 - Café 2000 (M Hotel Singapore).
3. The social media account used to publish the photograph must be public in order for the photograph to be visible, except that for Facebook. As long as the photograph can be viewed by the public, it will be deemed sufficient for the purposes set out under this Section C.
 4. An entry must not contain obscene, profane, lewd, defamatory, distasteful, offensive or inappropriate images or text and must not show, promote or incite any inappropriate or dangerous behaviour, as determined by the Sponsor in its sole discretion.
 5. By entering the Contest and submitting an entry, via social media, the Participant confirms that he/she owns the copyright in the entry, which must not contain any third party material and/or content that the Participant does not have permission to use or which violates or infringes (or may be at risk of violating or infringing) any third party rights, including, without limitation, any privacy rights (including portrayal in a false light), publicity rights, or other intellectual property rights. If the Sponsor has reason to believe that the participant's entry is not his/her own work or otherwise breaches these Official Rules, then the Sponsor may at its sole discretion disqualify it.
 6. Late, invalid, incomplete and/or fraudulent entries will not be accepted. Sponsor is not responsible for entries which are lost or delayed in transit, regardless of cause.

D. SELECTION OF WINNER(S)

1. The Judges will assess each entry using the three (3) key metrics should the Participant elect to enter the Contest through uploading a photo on social media, as described in Section 2.b.
 - a) **Metric 1: Quality of Photograph** – The photograph should have a sharp resolution, good lighting with a clear subject focus.
 - b) **Metric 2: Quality of Caption** – The caption should either be aspirational, inspirational, funny and/or witty.
 - c) **Metric 3: Overall Narrative:** The photograph and caption should have a theme or subject association and cannot be completely random, unless it was intended to be illustrative of the said narrative.
2. At the end of the contest period, three (3) MHR staff members will go through social media to determine the creative entries that are assessed to be able to or stand a chance to win the Prize detailed in Section E.1.
3. The Prize winners will be notified by the Sponsor, by social media direct message, promptly following such determination through the account provided by the Participant when the Participant registered for the Contest. If the Prize winner entered the Contest through scanning the Participant's receipt(s), the Participant's details would have been registered on the *My Millennium* App and the Sponsor would be able to contact the Participant directly.
4. After notification of winning, the Winner may be required to complete and sign a Liability and Publicity Release (where not prohibited by law), confirming these terms and conditions and compliance with any other applicable legal requirements.
5. The decisions of the Panel of Judges shall be final. No correspondence will be entered into under any circumstances with any Participant.

E. PRIZES

1. Prize
 - a. Weekly winners – 2,000 My Points to be credited into winner's membership account. This has an approximate retail value ("**ARV**") of USD 10. There will be a total of fourteen (14) weekly winners for the duration of 24 August 2020 to 30 November 2020 to be determined after the end of the Contest Period.
 - b. Grand Prize Winners - 1 2D1N staycation at either M Social Singapore or Orchard Hotel Singapore. This has an approximate retail value ("**ARV**") of USD 200. There will be three (3) grand prize winners to be determined after the end of the Contest Period.
2. The awarding of any Prize is subject to Participant's compliance with all Official Rules, including, without limitation, the eligibility and entry requirements. Following notification of winning, and (where requested by the Sponsor) the Winner's completion of a Liability and Publicity Release, the applicable Prize will be given to the Winner.
3. The Prize may **not** be redeemed for cash (except where required by law) or substituted, transferred, sold or exchanged in any manner. However, the Sponsor reserves the right to substitute a Prize (or part thereof) of equal or greater value if the specified Prize (or part thereof) becomes unavailable.
4. Any lost, stolen, or damaged Prize cannot be replaced or refunded.
5. Prize details not specified herein will be determined by the Sponsor in its sole discretion.
6. Any and all taxes on a Prize are the sole responsibility of the Winner. The value of any Prize awarded to a Winner may be reported for tax purposes as required by law, and a Winner must

provide any additional information requested by the Sponsor so that the Sponsor can comply with applicable tax reporting obligations.

7. The Prize has a validity period of six (6) months and will not be valid after 31 May 2021. The voucher is non-exchangeable, non-transferrable and non-refundable.

F. DISQUALIFICATION

1. The Sponsor may disqualify any Participant (and cause any applicable Prizes to be forfeited) due to any of the following: (i) the Participant fails to comply with any of the terms, conditions, restrictions, or limitations of these Official Rules (as determined by the Sponsor in its sole discretion); (ii) the Participant fails to respond to the Winner notification or any other notice within thirty (30) days after its transmission; (iii) the Participant fails to complete and sign a Liability and Publicity Release, if requested by the Sponsor (except where prohibited by law); or (iv) the inability of the Sponsor to contact a potential Winner or the return of any Winner notification, notice, or prize as undeliverable. In the event of disqualification of a Winner, the Sponsor shall have no obligation to award the Prize applicable to such disqualified Winner.
2. In the event that any Prize is not claimed by a Winner in accordance with these Official Rules, the Sponsor may conduct a further determination by the Panel of Judges in order to distribute the Prize, or otherwise dispose of the Prize as it sees fit, subject, however, to any applicable legal and/or regulatory requirements.

G. PERSONAL DATA

1. By participating in this Contest, the Participant agrees that the Sponsor and the MHR Group may collect, use and process the personal data of the Participant (including without limitation the photograph submitted for this Contest) for the purposes of conducting this Contest (including publishing information relating to the Winner on various medium such as the newspapers, internet and social media sites), sending communications, updates and marketing information to the Participant, conducting market surveys and analysis, and for such other purposes permitted and/or required under applicable law ("**Limited Purpose**").
2. Each Participant further agrees that the Sponsor may disclose and transfer the personal data of the Participant to any third party, both within and outside of Singapore, for or in connection with the Limited Purpose, or to the extent required in the normal course and scope of the Sponsor's and the MHR Group's business. This may include disclosure to the Sponsor's and/or MHR Group's third party service providers, auditors, lawyers, consultants, agents, subcontractors or partners. Without limiting the generality of this paragraph, each Participant specifically agrees that the Sponsor may send information regarding this Contest to the Participant, by SMS, telephone calls, faxes, emails, mail and/or through social media sites.
3. Each Participant hereby confirms and undertakes that the photograph submitted for this Contest in relation to the Limited Purpose, is submitted on a non-exclusive and no-fee basis, and subject to an irrevocable, worldwide and perpetual licence in favour of the Sponsor and the MHR Group members which shall have unlimited permission to use, re-use, publish, and republish the photograph, whether in whole or in part, composite, or distorted in character or form, or in colour, black and white; and to use the photograph in Singapore and throughout the world, in various medium, including, without limitation, in the Sponsor's or any of MHR Group's printed publications, presentations, promotional materials, in the advertising of their respective hotels, goods or services or on the Sponsor's, the MHR Group's or their hotels' websites without further approval, notification or compensation.
4. In addition, each Participant hereby acknowledge and agrees that any personal information provided to the Sponsor through participation in the Contest will be handled by the Sponsor (a subsidiary within the MHR Group, as a data controller) and may be transferred and utilised by other MHR Group members in accordance with relevant data protection laws (including, without limitation the Singapore Personal Data Protection Act 2012) and the MHR Group Privacy Policy (which is available at <https://www.millenniumhotels.com/en/utilities/privacy-and-cookie-policy>), for the purposes of conducting and administering the Contest (including publishing information relating to the Participant on various mediums, such as on the MHR Group's websites and relevant social media pages), and as otherwise permitted by applicable law. Each Participant may address

questions regarding the MHR Group Privacy Policy, update marketing preferences (if any) and submit requests for inspection, correction and/or deletion of that Participant's personal data by writing to the MHR Group Global Data Privacy inbox at: dataprivacy@millenniumhotels.com.

H. PUBLICITY

1. Where permitted by law, by participating in the Contest, a Participant grants the MHR Group, and its parents, subsidiaries, affiliates, and its and their advertising and Contest agencies, and those acting pursuant to their authority, the right to print, publish, broadcast, and use any materials submitted by Participant in connection with the Contest as well as the Participant's name, portrait, picture, likeness, voice, statements attributable to him/her, city and state of residence, and other biographical information for advertising and promotional purposes throughout the world in any and all media now known or existing at any time in the future, without further approval, notification, or compensation.

I. LIMITATION OF LIABILITY; RELEASE; INDEMNIFICATION; DISCLAIMER OF WARRANTIES

1. BY PARTICIPATING IN THE CONTEST, PARTICIPANTS AGREE: (I) TO BE BOUND BY THESE OFFICIAL RULES AND THE DECISIONS OF THE SPONSOR AND (II) IN SO FAR AS IS PERMITTED BY APPLICABLE LAWS, TO FOREVER AND IRREVOCABLY RELEASE, INDEMNIFY, AND HOLD HARMLESS THE SPONSOR AND ITS PARENTS, SUBSIDIARIES, AFFILIATES, AND ADVERTISING AND CONTEST AGENCIES (AND THE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, AND ASSIGNS OF EACH) FROM AND AGAINST ANY AND ALL LIABILITY FOR PERSONAL INJURIES, LOSS, OR DAMAGE, INCLUDING, WITHOUT LIMITATION, DIRECT AND INDIRECT DAMAGES, AND DEATH OR PROPERTY DAMAGE RESULTING FROM, ARISING FROM, OR IN CONNECTION WITH (A) THE PARTICIPATION (OR THE INABILITY TO PARTICIPATE) IN THE CONTEST AND/OR ANY ELEMENT OR ACTIVITY THEREOF OR (B) ANY PRIZE, INCLUDING ANY LIABILITY/DAMAGE RESULTING FROM, ARISING FROM, OR IN CONNECTION WITH (1) TRAVEL TO OR FROM OR PARTICIPATION IN ANY CONTEST-RELATED ACTIVITY; OR (2) THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF ANY PRIZE; ANY DEFECTS IN ANY PRIZE; ANY INABILITY TO USE ANY PRIZE; OR LOST, LATE, STOLEN, MISDIRECTED, OR DAMAGED PRIZES.
2. Without limiting the ambit of Section I(1), the Sponsor excludes all liability whatsoever for any costs, expenses, losses, damages, liabilities, injury or disappointment including any loss of profit, business, contracts, revenues or anticipated savings and whether special, direct, indirect or consequential suffered by any Participant howsoever arising in connection with the Contest and/or any Prize. Without limiting Section I(1) and in so far as is permitted by applicable laws, under no circumstances shall the Sponsor have any liability that exceeds the value of any Prize awarded.
3. Furthermore, without limiting the ambit of Section I(1), the Sponsor shall have no liability whatsoever (i) for any computer, hardware, software, programming or network malfunction or error (including, for the avoidance of doubt and without limitation, any malfunction or error relating to any Internet website/service); (ii) for any inaccurate transmission of or failure to receive Participant's information by the Sponsor or communication disruption or other forces beyond the reasonable control of the Sponsor, including, without limitation, disruption related to Internet traffic, viruses, bugs, or non-authorized interventions; or (iii) any injury or damage to a Participant's or any other person's computer related to or resulting from participating in the Contest.
4. The Contest and Prizes are "as is" without warranty of any kind, express or implied, including without limitation any warranty of merchantability or suitability for a particular purpose. The Sponsor is not responsible for any typographical or other printing errors in the offer or administration of the Contest, including, but not limited to, errors in the printing of posting of the offer or in these Official Rules, the selection or announcement of the Winner(s), or the distribution of any Prizes.

J. GOVERNING LAW AND JURISDICTION

1. These Official Rules are governed by the laws of Singapore, without regard to the conflicts of laws principles of any jurisdiction. Venue with respect to any disputes arising out of or in connection with

these Official Rules will be had only in the courts of Singapore, without waiver of any right to removal by MCIL.

K. MISCELLANEOUS

1. By participating, a Participant agrees to be bound by the decisions of the Sponsor, which are final and binding in all matters relating to the Contest.
2. The Sponsor reserves the right to amend the terms and conditions set forth in these Official Rules at any time by posting updated Official Rules on the MHR Group website(s) or via Facebook, Twitter or any other Social Media Service Provider. A Participant's continued participation in the Contest indicates full acceptance of any such amendments.
3. The Sponsor may suspend, modify, or terminate the Contest at any time for any reason, including if the Sponsor believes, in its sole discretion, that fraud, technical failures, unauthorized human intervention, viruses, bugs, malfunctions, errors, disruptions, damages, or any matters beyond the Sponsor's reasonable control are impairing or will impair the administration, security, fairness, integrity, or proper conduct of the Contest.
4. The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision of these Official Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid, unenforceable, or illegal provisions were not contained herein.
5. The Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision.
6. Participants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of any provision. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest-related materials and these Official Rules, these Official Rules shall prevail, govern, and control, and the discrepancy will be resolved in the Sponsor's sole and absolute discretion.
7. ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT A PARTICIPANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER, OR VANDALIZE THE CONTEST ENTRY METHOD OR INTERFERE WITH THE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.
8. For a copy of these Official Rules, send an email request to MyMillennium@millenniumhotels.com specifying your request as "Sweeter With Millennium Contest".