# Book Direct, Spin and Win OFFICIAL RULES

#### A. GENERAL

- 1. Decision to participate in Book Direct, Spin & Win ("Promotion") constitutes the participants' acceptance of these terms and conditions ("Official Rules"). All participants in the Promotion ("Participants") are bound by these Official Rules. These Official Rules shall constitute the agreement between a Participant and Millennium & Copthorne International Limited (Company Registration No. / UEN: 199600354R) ("Sponsor") and shall set out all the terms and conditions applicable to each Participant including the limitations of a Participant's rights and remedies thereunder. The Promotion starts from 8 March 2023 onwards in selected hotels ("Promotion Period"). The Sponsor reserves the right to amend the dates of the promotion at its sole discretion.
- 2. The Promotion is sponsored by 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 feedback about the Promotion should be directed to the Sponsor at MyMillennium@millenniumhotels.com.

#### **B. THE PROMOTION**

- 1. To be eligible for the Promotion, a Participant must make a booking on <a href="www.millenniumhotels.com">www.millenniumhotels.com</a> for a stay at any of the participating hotels.
- 2. Each eligible transaction is entitled to one (1) participation in the Promotion.
- 3. After making a booking, Participants have the option of clicking on a banner to spin a wheel and win guaranteed rewards ("Reward").
- 4. Rewards will be allocated to Participants based on chance.
- 5. In the event that a Participant cancels his or her booking, the Reward will be forfeited.

#### C. ELIGIBILITY

- 1. The Promotion is open only to all My Millennium members who are 18 years old or older.
- 2. 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 Sponsor's request, Participants shall present proper identification or other documentation supporting their eligibility for Sponsor's review.
- 3. Any false or deceptive entries or fraudulent acts will disqualify all entries by a Participant.

## D. REWARDS

- 1. An email confirmation on the Reward won will be sent to the Participant together with instructions on redeeming the Reward.
- 2. Rewards will be selected at random through an automated process.
- 3. The Reward is non-transferable.
- 4. Individual Terms and Conditions apply to each Reward.
- 5. The Reward is subject to the Participant's compliance with all Official Rules, including, without limitation, the eligibility and entry requirements.

- 6. Reward may not be redeemed for cash or substituted, transferred, sold or exchanged in any manner. However, Sponsor reserves the right to substitute a Reward (or part thereof) of equal or greater value in the event that the specified Reward (or part thereof) becomes unavailable.
- 7. Any lost, stolen, or damaged Reward cannot be replaced or refunded.
- 8. Reward details that are not specified herein shall be determined by the Sponsor in its sole discretion.
- 9. Any and all taxes on a Reward are the sole responsibility of the Winners. The value of any Reward awarded to a Winners may be reported for tax purposes as required by law, and the Winner(s) must provide any additional information requested by the Sponsor so that the Sponsor can comply with applicable tax reporting obligations.

## **E. DISQUALIFICATION**

- 1. Sponsor may disqualify any Participant (and in the case of a winner, cause any applicable Reward 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 Sponsor in its sole discretion); (ii) the Participant fails to respond to the winner's notification or any other notice within three (3) months after its transmission; (iii) the Participant fails to complete and sign a Liability and Publicity Release Agreement, if requested by Sponsor (except where prohibited by law); or (iv) the inability of Sponsor to contact a potential winner or the return of any Reward as undeliverable. In the event of disqualification of a winner, Sponsor shall have no obligation to award the Reward applicable to such disqualified winner.
- 2. In the event that any Reward is not claimed in accordance with these Official Rules, Sponsor may dispose of the Reward as it sees fit, subject, however, to any applicable legal and/or regulatory requirements.

## F. PERSONAL DATA

- 1. By participating in this Promotion, the Participants agree that Sponsor may collect, use and process their personal data for the purposes of conducting this Promotion (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 Participants, 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 Sponsor may disclose and transfer their personal data to any third party, both within and outside of their jurisdiction, for or in connection with the Limited Purpose, or to the extent required in the normal course and scope of Sponsor business. This may include disclosure to Sponsor and/or Sponsor'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 Promotion to them, by SMS, telephone calls, faxes, emails, mail and/or through social media sites.
- 3. In addition, each Participant acknowledges and agrees that any personal information that is provided to the Sponsor through participation in the Promotion will be handled by the Sponsor as a data controller and may be transferred and utilised by other Sponsor's members in accordance with relevant data protection laws (including, without limitation the Singapore Personal Data Protection Act 2012, UK Data Protection Act 1998 and the EU General Data Protection Regulation, as (which applicable), and the Sponsor Privacy Policy is available https://www.millenniumhotels.com/en/utilities/privacy-and-cookie-policy), for the purposes of conducting and administering the Promotion (including publishing information relating to the Participant on various mediums, such as on the Sponsor's websites and relevant social media pages), and as otherwise permitted by applicable law. Each Participant may address questions regarding the Sponsor 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 Sponsor Global Data Privacy inbox at: dataprivacy@millenniumhotels.com.

#### G. PUBLICITY

1. Where permitted by law, by participating in the Promotion, Participants grant the Sponsor, and its parents, subsidiaries, affiliates, and its and their advertising and Promotion 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 Promotion 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.

#### H. LIMITATION OF LIABILITY: RELEASE: INDEMNIFICATION: DISCLAIMER OF WARRANTIES

- 1. BY PARTICIPATING IN THE PROMOTION, PARTICIPANTS AGREE: (I) TO BE BOUND BY THESE OFFICIAL RULES AND THE DECISIONS OF SPONSOR AND (II) IN SO FAR AS IS PERMITTED BY APPLICABLE LAWS, TO FOREVER AND IRREVOCABLY RELEASE, INDEMNIFY, AND HOLD HARMLESS SPONSOR AND ITS PARENTS, SUBSIDIARIES, AFFILIATES, AND ADVERTISING AND PROMOTION 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 PROMOTION AND/OR ANY ELEMENT OR ACTIVITY THEREOF OR (B) ANY REWARD, INCLUDING ANY LIABILITY/DAMAGE RESULTING FROM, ARISING FROM, OR IN CONNECTION WITH (1) TRAVEL TO OR FROM OR PARTICIPATION IN ANY PROMOTION-RELATED ACTIVITY; OR (2) THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF ANY REWARD; ANY DEFECTS IN ANY REWARD: ANY INABILITY TO USE ANY REWARD: OR LOST, LATE, STOLEN, MISDIRECTED, OR DAMAGED REWARDS.
- 2. Without limiting Section H(1), 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 Promotion and/or any Reward. Without limiting Section H(1) and in so far as is permitted by applicable laws, under no circumstances shall Sponsor have any liability that exceeds the value of any Reward awarded.
- 3. Furthermore, without limiting Section H(1), 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 Sponsor or communication disruption or other forces beyond the reasonable control of 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 Promotion.
- 4. The Promotion and Rewards are "as is" without warranty of any kind, express or implied, including without limitation any warranty of merchantability or suitability for a particular purpose. Sponsor is not responsible for any typographical or other printing errors in the offer or administration of the Promotion, 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 Rewards.

## J. Governing Law and Jurisdiction

 These Official Rules are governed by the laws of Singapore, without regard to the conflicts of laws principles of any jurisdiction. Any disputes arising out of or in connection with these Official Rules, after failing amicable discussions between the Sponsor and the Participants of the Promotion, shall be determined by the courts of Singapore.

## K. MISCELLANEOUS

- 1. By participating, a Participant agree to be bound by the decisions of Sponsor, which are final and binding in all matters relating to the Promotion.
- 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 Sponsor website(s) or via Facebook, Twitter or any other Social Media Service Providers. A Participant's continued participation in the Promotion indicates full acceptance of any such amendments.
- 3. The Sponsor may suspend, modify, or terminate the Promotion at any time for any reason, including if the Sponsor believes, in its sole discretion, that fraud, technical failures, unauthorized human intervention, digital viruses, bugs, malfunctions, errors, disruptions, damages, or any matters beyond Sponsor's reasonable control are impairing or will impair the administration, security, fairness, integrity, or proper conduct of the Promotion.
- 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 term.
- 6. The 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 Promotion-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 PROMOTION ENTRY METHOD OR INTERFERE WITH THE OPERATION OF THE PROMOTION MAY BE 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.