

#### Shangri-La and Mastercard Campaign

### **Terms and Conditions**

Shangri-La International Hotel Management Limited (together with its affiliate companies, hotels and resorts, "Shangri-La") and Mastercard Asia/Pacific Pte Ltd ("Mastercard") (together, the "Organisers") are pleased to launch the following offers and the top spender "priceless experience" (the "Campaign") on the terms and conditions set out below.

# A. Eligibility / Participants

Mastercard cardholders in Mainland China the Philippines and Singapore who are members of Golden Circle, a frequent guest programme managed and operated by Shangri-La or who successfully register for Golden Circle membership with Shangri-La before [28 February 2019] ("**Participants**").

Participants must be in good standing and up-to-date on all payments on his/her Mastercard card and Golden Circle account at all times in order to participate in this Campaign.

### B. 100 GC Award Points

- To earn "100 GC Award Points", a Participant must sign in to his or her Golden Circle account and successfully add a valid Mastercard card in the Participant's name on the Shangri-La Mobile App (the "App") between 24 August 2018 and 28 February 2019 ("Offer Period").
- 2. 100 GC Award Points will be credited to a successful Participant's Golden Circle account within 2 to 4 weeks after adding a valid Mastercard card on the App.
- 3. Each Golden Circle member is only entitled to a one-time credit of 100 GC Award Points and each Mastercard card can only be used once for the 100 GC Award Points offer. No additional GC Award Points will be awarded for: (i) the addition of multiple Mastercard cards by a Golden Circle member to his/her account; or (ii) the addition of a Mastercard card by multiple Golden Circle members to their accounts.

# C. 10% off Best Available Rate

- 1. Participants who insert the\_promotion code "MCGC18" when making an advanced hotel room reservation on the Shangri-La App between 24 August 2018 and 31 October 2018 and who complete their stay at a participating Shangri-La hotel or resort ("**Participating Hotel**") by 28 February 2019 may enjoy 10% discount off the Best Available Rate ("**BAR Offer**").
- 2. The BAR Offer is subject to availability of rooms and black-out dates at Participating Hotels. Black-out dates vary at each Participating Hotel.
- 3. All rates are charged at the Best Available Rate on per room, per night basis, single or double occupancy and subject to local taxes, service charges and availability at the Participating Hotel. Rates will be charged at the Participating Hotel's exchange rate.
- 4. "Best Available Rate" is a specific industry-defined rate type and varies according to the time of purchase for the same room type and stay period, is unrestricted, non-qualified and excludes discount or negotiated rates not available to the general public, including, but not limited to: membership,

corporate, government, promotional, group, packages, unpublished, prepaid, heavily restricted or rates only available on auction websites.

- 5. Full payment must be made with any Mastercard card in the Participants' name.
- 6. The BAR Offer cannot be transferred from one Participant to another person and cannot be exchanged for cash or combined with any other offer, promotion or discount.
- 7. Shangri-La hotel cancellation policies apply. Participants are subject to the terms and conditions of the Participating Hotel. For further information, please contact the relevant Participating Hotel.

### D. TOP SPENDER "PRICELESS EXPERIENCE"

- 1. The top spender of the BAR Offer stands a chance to win a "Priceless Experience" from the Organisers. To participate in the top spender competition, a Participant must meet the requirements set out below:
- (i) The Participant is the cardholder of a Mastercard card and a Golden Circle member;
- (ii) The Participant is age 18 years or older on the date of the first qualification spend;
- (iii) The Participant has booked and paid for the stays under the "10% off Best Available Rate" offer at Participating Hotels during the Promotion Period using the Participant's Mastercard card; and
- (iv) The Participant is ordinarily resident in Mainland China, the Philippines or Singapore and holds a Mastercard card issued in Mainland China, the Philippines or Singapore.
- 2. For the avoidance of doubt, amounts spent on a Mastercard supplementary card will not be added to the amount spent on the Mastercard primary card for the purpose of this Campaign.
- 3. The "Priceless Experience" is not open to employees of the Organisers, their affiliate companies, and family members of these employees.
- 4. Only one entry per household (same name) for the Top Spender "Priceless Experience" is permitted.
- 5. In cases of conflict between the English language version of these terms and conditions and the local language version of these terms and conditions, the English language version of these terms and conditions shall prevail.
- 6. Top Spender Selection
  - (a) Announcement of the winner will take place 4 to 6 weeks after the completion of the campaign (28 February 2019) and 1 winner will be selected from amongst the qualifying entrants.
  - (b) The winner will receive:

- (i) Package for two (2) adults (shared room) for a 5 day 4 night travel to London and Paris from Mainland China, the Philippines or Singapore (as the case may be);
- (ii) Accommodation at Shangri-La hotels in London and Paris, complimentary breakfast and WiFi at the Shangri-La hotels during the stay;
- (iii) Priceless experience includes: Dinners at 3-star Michelin restaurants, Private Tour of London and Paris, a Dinner atop the Eiffel Tower at Jules Verne, a Traditional English Afternoon Tea, one luxury spa treatment
- (iv) Airport transfers and transportation for all arranged activities.
- (v) 2 return flight tickets from Mainland China, Philippines or Singapore (depending on where the winner resides) to Europe (Paris and/or London, to be determined by the Organisers). Costs incurred for any domestic flights and/or transfers required shall be borne by the winner.

The 4 night stay shall comprise only of room nights and daily breakfast. It shall not include, minibar items, laundry, room service and any other hotel services.

Prizes are not transferable, cannot be returned, exchanged or redeemed for cash or any other type of gift. The Organisers reserve the right to substitute the prize with a prize of similar value. Except for the prizes and benefits described above, all other costs incurred in connection with the Priceless Experience and related matters shall be the responsibility of the prize winners, including but not limited to visa for travel. The Organisers are not be responsible for any other costs and expenses. All aspects of the program are subject to change at the discretion of the Organisers.

- (c) The winner will be notified by email at the email address stated in their Golden Circle account. Unsuccessful Participants will not be contacted.
- (d) The "Priceless Experience" sponsorship package must be used between 1 June and 31 August 2019, subject to availability and approval by the Organisers. The trip will commence at least 2 months after the winner's acceptance of the prize.
- (e) The winner must respond within 7 working days (by reference to their place of residence) from the date of the prize notification email in order to be eligible winner. The Organisers may forfeit the winner's prize if he/she does not respond within the time frame above. The Organisers reserve the rights to deal with all unclaimed prizes in any manner they deem fit.
- (f) The Organisers' decision regarding the award of all prizes, and/or in every situation including any not covered in these Terms and Conditions, shall be final and binding on all Participants, and no queries, challenges or appeals may be made or entertained regarding the Organisers' decision on the same. The receipt by any winner of any prize under this Campaign is conditional upon compliance with any and all applicable laws, rules and regulations.
- (g) The Organisers may further communicate with the prize winner for the purpose of determining his/her eligibility to participate in the promotion or eligibility to receive the prize, including contacting him/her to authenticate his/her identity and any submitted information on his/her citizenship and to carry out such other activities as are necessary to administer or organise the selection of the winner. If the prize winner fails to provide the required information by the deadline or fails to promptly satisfy the Organisers as to his or her identity

and eligibility, the prize winner shall be deemed to have forfeited his/her prize. Participants agree to disclose information (including personal and contact details) and consent to the use of such information for the purpose of the Campaign.

- (h) In accepting a prize, the prize winner agrees to be interviewed, photographed and filmed during and in connection with the Campaign and the prize, and to participate in any publicity arrangements made by or on the behalf of the Promoter and its affiliates in relation to the promotion. The prize winner shall grant to the Organisers the exclusive right to use all materials obtained during or through such interviews, photography or filming in all media in all languages, including for future promotional and marketing purposes in any manner whatsoever without any further reference, payment or compensation.
- (i) Acceptance of any prize shall constitute a release and discharge of the Organisers by each winner from any and all liability, claims, demands, causes of action, and/or damages which the winner may have, whether known or unknown at the present time, of any nature whatsoever, arising out of or relating to: (i) the contest, (ii) personal injury and/or property damage, theft or loss suffered by the winner as a result of the use and/or enjoyment of the prize, and/or (iii) any tax liabilities in relation to the contest, prize and/or use or enjoyment of the same.

### **General Terms and Conditions**

- Participants agree that any personal data provided to the Organisers in relation to the Campaign will be collected, processed and used for the Campaign, for promotional and publicity purposes as determined by the Organisers. The Participants agree to take part and allow their participation in the Campaign to be used in any promotional activities reasonably requested by the Organisers.
- This Campaign is also subject to the Terms & Conditions of the Shangri-La Mobile App and the Golden Circle Programme. In the event of any conflict or inconsistency between the terms and conditions, the following order of precedence shall apply: (i) the Shangri-La Mobile App; (ii) Golden Circle Programme; and (iii) these Terms and Conditions.
- 3. The Organisers reserve the right to modify, suspend or cancel any aspect of the Campaign, including including these Terms and Conditions, prizes, the "Priceless Experience" or to terminate the Campaign at any time. Although the Organisers will use reasonable effort to notify Participants of material changes to these Terms and Conditions, it is the responsibility of Participants to keep themselves upto-date in respect of these Terms and Conditions at http://www.shangri-la.com/dlp/mastercard-app-offer/.
- 4. A Participant's participation (and continued participation) in the Campaign will be deemed as acceptance of these Terms and Conditions and any subsequent amendment(s). The Organisers will not be liable for loss or damage resulting from any amendment(s) to these Terms and Conditions.
- 5. These terms and conditions do not seek to exclude the liability of the Organisers for (a) death or personal injury caused by their negligence, (b) fraud or fraudulent misrepresentation, and/or (c) any other matter for which it would be unlawful for them to exclude or attempt to exclude their liability.

- 6. Participants shall not use the Organisers' names, logos or images from or relating to the Campaign without express written approval from the Organisers. Participants may not make any public announcement regarding the Priceless Experience or any other aspect of this Campaign without the Organisers' prior written consent and any breach of this provision shall confer a right on the Organisers at the Organisers' discretion not to award prizes or GC points to a Participant or withdraw prizes / points from a Participant immediately and without notice.
- 7. If the Organisers suspect that a Participant has committed any illegal, fraudulent or dishonest act in relation to the Campaign, including but not limited to in respect of the accumulation of Golden Circle points and qualifying spends, the Organisers reserve the right to investigate and delay the award of any Golden Circle points, prizes at their discretion pending the conclusion of such investigation. The Organisers reserve the right to disqualify such Participant from this and all future Campaigns and take further action with any authorities as the Organisers consider appropriate.
- 8. These Terms and Conditions and any disputes arising from these Terms and Conditions are governed by the laws of Singapore.
- 9. All interpretations of these Terms and Conditions shall be at the sole and absolute discretion of the Organisers. If this English version of the Terms and Conditions does not conform to other language versions, the English version shall prevail. In case of dispute, the Organisers reserve the right of final decision on the interpretation of these Terms and Conditions.