#### PRIVACY POLICY

The Sands Lifestyle Web Site ("Sands Lifestyle Site") is offered to you conditioned on your acceptance without modification of the terms and conditions contained herein. By being a member of the Sands Lifestyle program, you agree to be bound by the terms and conditions contained herein.

This site is operated by MasterCard Asia/Pacific Pte Ltd ("Mastercard"), the loyalty program administrator, for and on behalf of Venetian Cotai Limited and its affiliates ("VCL"), the owners of Sands Lifestyle program.

In this policy a reference to "we", "us" or the "Company" means VCL and any reference to "you" and "your" means any individual customer and any other individual whose personal data we (through our service provider, Mastercard) process.

This Policy sets out the way that we (through our service provider, Mastercard) will collect, use, store, share, transmit, delete or otherwise process (collectively "process") your personal data. Personal Data is any information that identifies or can be used to identify, contact, locate, or be traced back to the specific person to whom such information pertains, or from which identification or contact information of an individual person can be derived. Personal Data includes, but is not limited to, any personally identifiable information such as a person's name, address, phone number, e-mail address, social security number, financial profile, medical profile, credit or any other payment card information, and any other information by which one is reasonably able to personally identify a person.

# **Website Agreement**

Sands Lifestyle Site is offered to you conditional to your acceptance without modification of the terms, conditions, and notices contained herein. Your use of Sands Lifestyle Site constitutes your agreement to all such terms, conditions and notices. If you do not agree with these terms or with any portion of this Privacy Policy you should discontinue the usage of Sands Lifestyle™ Site immediately.

# **Our Commitment to Privacy**

Your privacy is important to us. To better protect your privacy we provide this notice explaining our online information practices and the choices you can make about the way your Personal Data is collected and used.

#### **The Information We Collect**

For the purposes of managing and administering the Sands Lifestyle program, you authorize us to collect all Personal Data that you voluntarily provide to us or to Sands Lifestyle Site, entered or uploaded by you (in relation to you or to any other individual you are representing) or in any way related with your use of Sands Lifestyle™ Site and membership card ("Your Personal Data"). This may include name, address, birth date, telephone number, and email address etc. as well as any financial information provided to Sands Lifestyle™ Site. You also authorize us to receive personal data from your Bank card issuer, including any and all Personal and financial Data related with your use of your Sands Lifestyle membership and payment card.

Your Personal Data and any other personal data provided by you will be used by us for the purposes improving your experience while you use our site, for compliance and any other legitimate purposes as may be required, authorized or permitted by the applicable laws, which you acknowledge and agree.

You also acknowledge and agree that when you visit our website, we track certain information that is non-personally identifiable. Data is collected in aggregate and anonymously, which may include the type of Internet browser you are using, the type of computer operating system you are using, the pages you visited

on our site, and how you arrived at our website. This information is used for the purpose of creating a better user experience and to identify areas for improvement on our website.

#### **Sharing of Information**

You acknowledge and agree that your Personal Data and any other personal data provided by you may be stored at or transmitted between the offices of Mastercard, acting as our service provider, for carrying out the purposes above mentioned (see Information We Collect); and disclosed to relevant government departments and related organizations and to our employees or agents with responsibility for carrying out the purposes mentioned above (see "Information We Collect"). You further acknowledge and agree that your Personal Data may be shared, in confidentiality, with such service providers as may be currently used or selected in the future by us to assist with the administration and management of the data (namely with cloud service providers, mobile apps or other entities).

You authorize us to share Your Personal Data with our service providers and their affiliates for all purposes in connection with the operation of the Sands Lifestyle program, including, without limitation, marketing, processing, administration and management of the Sands Lifestyle program, the granting of awards and benefits and to be able to provide you a more personalized experience across our properties. You further acknowledge and agree that your Personal Data may be disclosed to other third parties when one or more of the following applies:

- 1. Such third party is a service provider of VCL that has entered into a written agreement with us that reflects the provisions and protections Macau personal Data Protection Act;
- 2. It is necessary to enforce our Web Site Agreement;
- 3. It is necessary to protect and defend our rights or property;
- 4. 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
- 5. In our sole discretion, in exceptional circumstances, such as a national emergency, security concern, or other situation in which, we deem such disclosure is prudent.

By using this website, you confirm that you authorize us, and confirm that you had obtained all relevant consents for that purpose, to collect, use, store, transfer, disclose, communicate and process, automatically or mechanically, any of Your Personal Data as herein stated.

You acknowledge that the transfers hereby authorized may constitute an international transfer of Your Personal Data to other jurisdictions and that the different jurisdictions where the recipients are incorporated, including, without limitation, 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.

### Cookies

A "cookie" is a small text file that a website can place on your computer's hard drive to personalize your experience, track shopping cart data, and to gather website statistical data. The cookie transmits this information back to the site's server which, generally speaking, is the only computer that can read it.

We currently use cookies on our website for the following purposes: to detect your web browser's multimedia capabilities; to track promotional advertisements that we have displayed to you; to maintain current login and purchase information on secure portions of the site; and to provide a unique identifier to

your computer so that we can generate statistics regarding website usage. The unique identifiers are not matched with any personal information.

# **Changes to Policy**

We reserve the right to modify or change this privacy policy at any time, simply by posting such changes on the site. Any such change, update, or modification will be effective immediately upon posting. For questions regarding our privacy policy, please contact us on privacy@sands.com.mo

Personal and Non-Commercial Use Limitations

Unless otherwise specified, Sands Lifestyle Site is for your personal and non-commercial use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from Sands Lifestyle Site. Sands Lifestyle reserves all rights to pursue all necessary actions, including without limitation injunctive relief, against any third parties who copy, reproduce, modify, distribute, transfer and/or publish any part of the information provided by Sands Lifestyle Site without proper authorization.

### No Unlawful or Prohibited Use

As a condition of your use of Sands Lifestyle Site, you will not use Sands Lifestyle Site for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use The Sands Lifestyle™ Site in any manner which could damage, disable, overburden, or impair Sands Lifestyle Site or interfere with any other party's use and enjoyment of Sands Lifestyle Site. You may not attempt to gain unauthorized access to Sands Lifestyle Site, other accounts, computer systems or networks connected to Sands Lifestyle Site, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through Sands Lifestyle Site.

#### **Modification of Terms of Use**

Sands Lifestyle reserves the right to change the terms, conditions, and notices under which Sands Lifestyle Site and its services are offered. You are responsible for reviewing these terms and conditions and additional terms posted each time when you use Sands Lifestyle Site. Your continued use of Sands Lifestyle Site constitutes your continuing agreement to all such terms, conditions, and notices.

### Disclaimer

The information, products, and services included in or available through Sands Lifestyle Site may include inaccuracies or typographical errors. Changes are periodically made to Sands Lifestyle site and to the information therein. Sands Lifestyle™ and/or its respective suppliers may make improvements and/or changes in Sands Lifestyle site at any time without advance notice. In no event shall Sands Lifestyle™ and/or its affiliates or suppliers be liable for any direct, indirect, punitive, incidental, special or consequential damages or any other damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of Sands Lifestyle site, with the delay or inability to use Sands Lifestyle site or related services, the provision of or failure to provide services, or for any information, products, services and related graphics obtained through Sands Lifestyle site, or otherwise arising out of the use of Sands Lifestyle site, whether based on contract, tort, negligence, strict liability or otherwise, even if Sands Lifestyle or any of its affiliates or suppliers has been advised of the possibility of damages. If you are dissatisfied with any portion of Sands Lifestyle site, or with any of these terms of use, your sole and exclusive remedy is to discontinue using Sands Lifestyle site.

Sands Lifestyle hereby disclaims all warranties express, implied or statutory including, without limitation, any warranty of merchantability or fitness for a particular use.

In the event of any dispute regarding these terms and conditions, the decision of VCL shall be final and binding.