

DBS Live Fresh Visa Card - Card Sign-up Promotion (“Promotion”) Terms and Conditions

These Terms and Conditions govern the Promotion. Participation in the Promotion constitutes acceptance of these Terms and Conditions.

1. The first 1,000 applicants who:
 - a) apply for a Principal DBS Live Fresh Visa Card (“Card”) and whose Card is approved during the period from 1 November to 31 December 2014 (all dates inclusive) (“Promotion Period”); and
 - b) charge a minimum of five (5) retail transactions (which must consist of at least one (1) retail transaction on Apple iTunes or Google Play) to their new Card (“Qualifying Spend”) within one month of the card approval date (“Qualified Cardmembers”), will be entitled to receive S\$50 Apple iTunes or Google Play credits (“Gift”).
 2. For the purpose of this Promotion, “Card” means the DBS Live Fresh Visa Card.
 3. Cardmembers who have cancelled their Card within the last six (6) months prior to the commencement date of this Promotion will not be eligible to participate in this Promotion.
 4. In order to be eligible for the Gift, Cardmembers must charge five (5) retail transactions on the Card. The five (5) retail transactions must consist of at least one (1) retail transaction on Apple iTunes or Google Play (“Online Transaction”). Whether the Qualified Cardmembers will be gifted with Apple iTunes credits or Google Play credits depends on whether the Card was used to make the Online Transaction on Apple iTunes or Google Play. The Gift will be sent to the Qualified Cardmember in the form of a redemption code in an email (for Apple iTunes credit) or credited to the Qualified Cardmember’s Card account and reflected in the Qualified Cardmember’s Card Statement (for Google Play credits) within two months from the end of the Promotion Period.
 5. The Qualifying Spend is based on posted local and foreign retail sales, posted 0% interest-free instalment plan(s) and/or posted recurring bill payments but excludes interest, finance charges, cash withdrawal, balance transfer, smart cash and all fees charged by DBS.
- For avoidance of doubt, supplementary cardmembers are not eligible to participate in the Promotion. However, supplementary card spend can be included in the calculation of Qualifying Spend.
6. Each Qualified Cardmember is eligible to enjoy only one (1) Gift.
 7. The Gift is strictly non-redeemable for cash, non-transferable, non-assignable and non-exchangeable.
 8. The Gift is non-replaceable if lost, stolen or damaged.
 9. DBS assumes no responsibility for any loss or damage or expenses arising in connection with this Promotion, howsoever arising, including without limitation, from any late or non-notification, any error in computing, technical hardware or software breakdown, malfunctions or defects, failed, delayed or incorrect transactions, or lost or unavailable network connections, or any notice that is lost or misdirected, which may affect a Cardmember’s eligibility in the Promotion.

10. DBS makes no representation to the quality or performance of the goods and services provided by the merchants/ partners/ vendors in connection with this Promotion.

11. These Terms and Conditions shall be read in conjunction with the DBS Cards General Promotions Terms & Conditions. In the event of any inconsistency, these Terms and Conditions shall prevail insofar as they apply to the Promotion. The DBS Cards General Promotions Terms & Conditions are available at www.dbs.com/sg/cards/tc.

12. DBS' decision on all matters relating to this Promotion is final and binding on all Cardmembers. DBS shall not be obliged to enter into any correspondence on any matter concerning the Promotion.

13. DBS may vary these Terms and Conditions without notice, or withdraw or discontinue the Promotion at any time without any notice or liability to any party. In the event of any inconsistency between these Terms and Conditions and any brochures, marketing or promotional materials relating to the Promotion, these Terms and Conditions shall prevail.

14. Qualified Cardmembers consent under the Personal Data Protection Act (Cap 26 of 2012) to the collection, use and disclosure of the Qualified Cardmembers' personal data by/to the DBS' agent or vendors and such other third party for the purpose of the Promotion. Qualified Cardmembers also confirm that they have read and agree to be bound by the terms of the DBS Privacy Policy, as may be amended, supplemented and/or substituted by DBS from time to time, a copy of which can be found at www.dbs.com/privacy.

15. These Terms and Conditions are governed by Singapore law and the Qualified Cardmembers agree to submit to the exclusive jurisdiction of the Singapore courts.

16. A person who is not a party these Terms and Conditions shall have no right under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce any of these Terms and Conditions and notwithstanding any terms herein, the consent of any third party is not required for any variation (including any release or compromise of any liability) or termination of the Promotion.