

DBS PayLah! Member-To-Member Promotion (“Promotion”) Terms and Conditions

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

- 1) This Promotion is organised by DBS Bank Ltd (“DBS”).
- 2) The Promotion is valid from 1 July 2014 to 31 July 2014 (“Promotion Period”), both dates inclusive. In these Terms and Conditions, “DBS PayLah!” refers to a mobile service offered by DBS that comprises a stored value facility that may be used by DBS customers to transfer funds to another DBS customer via the DBS PayLah! application for mobile devices that can be downloaded by DBS customers from the Apple AppStore and Google PlayStore (“Application”).
- 3) The Promotion is applicable to DBS/POSB customers (individually a “Customer” and collectively, “Customers”) who:
 - a) have valid account(s) which are in good standing with DBS and whose account(s) have not been frozen, suspended or terminated as at 31 July 2014;
 - b) have an internet banking account linked to a bank account with DBS/POSB (local savings or current account) and whose internet banking account(s) have not been terminated as at 31 July 2014;
 - c) have successfully downloaded the Application before or during the Promotion Period;
 - d) have successfully registered for and created a wallet account in the Application (“Wallet Account”) before or during the Promotion Period; AND
 - e) have not terminated or closed their Wallet Account as at 31 July 2014.
- 4) Mechanics of the Promotion are as follows:
 - a) Subject to these Terms and Conditions, Customers who fulfil the following criteria will be entitled to a S\$5 DBS PayLah! cash credit (“Cash Credit”):
 - i. During the Promotion Period, a Customer (“Referrer”) must successfully send any amount from his or her Wallet Account (“Transaction”) to 5 unique recipients (“Referees”) who do not have a registered DBS PayLah! Wallet Account; and
 - ii. by the end of the Promotion Period, each of the 5 Referees must download the Application, register for and create their own Wallet Accounts in the Application to receive the money sent by the Referrer.
 - iii. The actions listed above in (i) and (ii) are collectively referred to as a “Transaction Set” in these Terms and Conditions.
 - b) Customers who have previously registered and created a Wallet Account but who have subsequently closed the Wallet Account before or during the Promotion Period will not qualify as a Referee.
 - c) The Cash Credit is limited to the first 12,000 Transaction Sets completed during the Promotion Period (“Qualified Transaction Sets”).
 - d) Subject to paragraph 4(c) above, referrers who perform multiple Qualified Transaction Sets qualify for multiple Cash Credits.
 - e) Referrers who qualify for the Cash Credit (“Qualified Referrers”) will receive their entitled Cash Credit in their Wallet Account by 30 September 2014.
 - f) Qualified Referrers’ should ensure that their Wallet Accounts remain open till 30 September 2014 to enable DBS to transfer the Cash Credit to your Wallet Account failing which the Customer is deemed to have forfeited the Cash Credit.
- 5) DBS assumes no responsibility for any loss, claim, damage or expenses arising or incurred in connection with this Promotion, howsoever arising, including without limitation, from any late or non notification, any computation error, 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 Referrer's eligibility to or receipt of the Cash Credit under this Promotion.

- 6) Cash Credit is non-transferable, non-assignable and not exchangeable for cash or in kind.
- 7) Notwithstanding anything herein, DBS has the absolute discretion to determine the eligibility of any person to participate in the Promotion or receive the Cash Credit.
- 8) DBS' decision on all matters relating to this Promotion is final and binding.
- 9) DBS shall not be obliged to enter into any correspondence on any matter concerning the Promotion.
- 10) DBS may vary these Terms and Conditions of or suspend or terminate the Promotion at any time without any notice or liability to any party.
- 11) The Customers' consent under the Personal Data Protection Act (Cap 26 of 2012) ("Act") to the collection, use and disclosure of the Customers' personal data by/to the organizers, promoters or conductors of the Promotion and such other third party for the purpose of the Promotion and the Customers 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 on www.dbs.com/privacy
- 12) These Terms and Conditions shall be read in conjunction with the Terms and Conditions for DBS PayLah!, all of which shall apply to the Customers.
- 13) These Terms and Conditions shall be governed by and construed in accordance with the laws of Singapore and the Customers irrevocably submit to the exclusive jurisdiction of the Singapore courts.
- 14) A person who is not a party to these Terms and Conditions may not enforce any of them under the Contracts (Rights of Third Parties) Act (Chapter 53B) and notwithstanding any terms herein, the consent of any third party is not required for any variation of the terms of the Promotion (including any release or compromise of any liability) or termination of the Promotion.