

## **DBS Mini Surprises**

### **Terms & Conditions Governing DBS PayLah! Mini Surprises Lucky Draws (“Draws”)**

#### **1. The Draws**

1.1. The Draws are organised and conducted by DBS Bank Ltd (“DBS”).

#### **2. Eligibility**

2.1. 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 App Store and Google Play Store (“Application”).

2.2. The Draws comprise of two (2) lucky draws (“Draw 1” and “Draw 2”) as stated in Clause 3.1. The Draws are open to eligible DBS/POSB customers (individually an “Eligible Customer” and collectively, “Eligible 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 on or before 5 August 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 on or before 5 August 2014;
- c) have successfully downloaded the Application during the Qualifying Periods as defined in Clause 3.1;
- d) have successfully registered for and created a wallet account in the Application (“Wallet Account”) during the Qualifying Periods as defined in Clause 3.1;
- e) have not terminated or closed their Wallet Account during the Qualifying Periods as defined in Clause 3.1;
- f) are not employees of DBS/POSB (permanent and temporary) and their immediate family members; AND
- g) are not employees or staff of vendors, advertising agencies or external auditors of DBS and any other parties which are directly involved in organising, promoting or conducting the Draw.

#### **3. Conduct of the Lucky Draws and Lucky Draw Prizes**

3.1. Ten (10) winners (individually a “Winner” and collectively, “Winners”) will be chosen from each of the following Qualifying Periods stated below::

	<b>Lucky Draws</b>	<b>Qualifying Periods</b>
Draw 1	15 July 2014	1-Jun-2014 to 13 July 2014 (Both Dates Inclusive)
Draw 2	5 August 2014	1-Jun-2014 to 31 July 2014 (Both Dates Inclusive)

3.2. Each Winner will receive a S\$300 Cash Credit (“Lucky Draw Prize”) to be credited directly to the Winner’s Wallet Account by 30 September 2014.

- 3.3. Each Eligible Customer will be entitled to a maximum of one (1) lucky draw chance in each of Draw 1 and 2.
- 3.4. A Winner who has won in Draw 1 is disqualified from further participation in Draw 2.
- 3.5. The Lucky Draws will be conducted at 3:00pm on 15 July 2014 for Draw 1 and at 3:00pm on 5 August 2014 for Draw 2 ("Draw Dates"), at DBS Marina Bay Financial Centre Tower 3 branch or at such other time or venue as may be determined by DBS.
- 3.6. The Lucky Draw Prize will only be credited by 30 September 2014 to each Winner's own Wallet Accounts provided they not blocked or closed during the time of crediting.
- 3.7. The Lucky Draw Prize is non-exchangeable, non-transferable and non-redeemable for cash, credit or any other prizes and other items in part or in whole. DBS reserves the right to replace or substitute the Lucky Draw Prize with another prize of a similar value at any time and without prior notice.
- 3.8. The winners will be notified by ordinary post within thirty (30) working days from each of the Draw Dates, at their mailing address in DBS' records. The results will also be published on DBS websites within seven (7) working days from each of the Draw Dates.

#### **4. General**

- 4.1. Participation in the Draws constitutes acceptance of these terms and conditions.
- 4.2. The participants consent to the Bank disclosing, publishing or otherwise using the names, identification numbers, pictures/photographs and/or other particulars of any or all winners for publicity purposes, and may otherwise engage any or all winners for its publicity purposes without any compensation whatsoever and in such manner as the Bank deems fit. In addition, participation in these Draws are deemed express consent to disclosure of the participant's personal particulars to any person or entity involved in organizing, promoting or conducting the Draws for purposes of the Draws. The failure of any winner to comply with this clause shall result in his/her disqualification as a winner and to receive the Prize.
- 4.3. Notwithstanding anything herein, the Bank has the absolute discretion to determine the eligibility of a customer to participate in the Draws or receive a prize. The decision of the Bank on all matters relating to or in connection with these Draws shall be final and binding on the participants. No correspondence or claims will be entertained. DBS shall not be obliged to disclose any matter relating to the Draws and the results thereof to participants
- 4.4. The Bank shall not be liable in any way to any Customer or any other person for any injury, loss, damage or expense arising out of or in connection with these Draws and the Prizes, howsoever arising, including without limitation, any loss, (including lost opportunities) arising from any late or non notification, any error in computing chances, any technical, hardware or software breakdown, malfunction or defects, failed delayed or incorrect transactions, lost or unavailable network connections or any notice that is lost or misdirected.

- 4.5. By participating in these Draws, participants agree to release and hold DBS harmless from any and all liability whatsoever for any injuries, losses or damages of any kind to any person or property arising from or in connection with, either directly or indirectly:
- a) the awarding, acceptance, receipt, possession, use or misuse of any Prize or parts thereof awarded pursuant to the Draws; and
  - b) the participation in the Draws or any Prize-related activities.
- 4.6. The Bank may, at any time at its sole discretion and without prior notice, vary, modify, delete or add to these terms and conditions (including the Qualifying Periods, the conduct of the Draws and the number of winners and prizes) and may also suspend or terminate the Draws at any time without any notice or liability to any Customer
- 4.7. In the event of any inconsistency between these terms and conditions and any brochures, marketing or promotional materials relating to the Draws, these terms and conditions shall prevail.
- 4.8. The Bank's Terms and Conditions governing Accounts, Terms and Conditions governing Electronic Services, Terms and conditions governing iBanking, Terms and Conditions governing Electronic Statements and terms and conditions governing all other account-related services apply.
- 4.9. 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.
- 4.10. These terms and conditions shall be governed by and construed in accordance with the laws of Singapore, and the Customer irrevocably submits to the non-exclusive jurisdiction of the Singapore courts.
- 4.11. A person who is not party to any agreement governed by these terms and conditions shall have no right under the Contracts (Rights of Third Parties) Act to enforce any of these terms and conditions.