

Terms and Conditions for #TGIFRESH: DBS Live Fresh Student Card x Marshall Headphones Lucky Draw Promotion (“Promotion”)

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

Definitions

1. The Promotion shall run from 3 April to 30 June 2020 (“**Promotion Period**”).
2. The Promotion is only applicable to all customers with a principal DBS Live Fresh Student Card (“**Eligible Cardmembers**”).
3. “**Eligible Card**” means the principal DBS Live Fresh Student Cardmember’s Card Account (“**Card Account**”) must not be suspended, cancelled or terminated by DBS and in good standing throughout the Promotion Period.
4. “**Online Spend**” refers to retail transaction for goods and services made via the Internet and processed by the respective merchants/acquirers as an online transaction through Visa Worldwide networks, charged to the Card (i.e. transaction date) in a calendar month and posted into the Card Account (i.e. posting date) at the point of computation of the Draw Chances. It excludes:
 - i. payments made via AXS, SAM and eNETS;
 - ii. payments made to CardUp, iPaymy and SmoovPay;
 - iii. payments to educational institutions;
 - iv. payments to financial institutions (including but not limited to banks, online trading platforms and brokerages);
 - v. payments to government institutions and services (court cases, fines, bail and bonds, tax payment, postal services, parking lots and garages, intra-government purchases and any other government services not classified here);
 - vi. payments to hospitals;
 - vii. payments to insurance companies (including but not limited to sales, underwriting and premiums);
 - viii. payments to non-profit organisations;
 - ix. payments made via online banking;
 - x. payments to professional service providers (including but not limited to accounting, auditing, bookkeeping services, advertising services, funeral services, legal services and attorneys, and Pay+Earn);
 - xi. payments to utility bill companies;
 - xii. payments made via telephone or mail order;
 - xiii. any top-ups or payment of funds to payment service providers, prepaid cards, any prepaid accounts or purchase of prepaid cards/credits (including but not limited to EZ-Link, GrabPay, NETS FlashPay and Singtel Dash);
 - xiv. any betting transactions (including levy payments to local casinos, lottery tickets, casino gaming chips, off-track betting and wagers);
 - xv. any transactions related to crypto currencies;

- xvi. instalment payment plan purchases, preferred payment plans, balance transfer, fund transfer, cash advances, annual fees, interest, late payment charges, all fees charged by DBS, miscellaneous charges imposed by DBS (unless otherwise stated in writing by DBS); and
- xvii. any other transactions determined by DBS from time to time.

Promotion Mechanics

- 5. Eligible Cardmembers will earn 1 Draw Chance for every S\$20 Online Spend on the Eligible Card during the Promotion Period ("**Qualified Cardmembers**").
- 6. Qualified Cardmembers must accumulate the Online Spend on the Eligible Card and meet the Personalised Spend Goal on the DBS Lifestyle App during the Promotion Period to earn double Draw Chances.
- 7. Each Eligible Cardmember will be assigned a Personalised Spend Goal which is determined based on his/her average monthly Online Spend made between 1 March 2019 to 29 February 2020 on his/her DBS Live Fresh Student Card. Each Eligible Cardmember can login to the DBS Lifestyle App to view his/her assigned Personalised Spend Goal for the Promotion Period.
- 8. 50 winners ("**Winners**") will be selected during the Lucky Draw ("**Draw**").
- 9. Each Winner will walk away with a pair of Marshall Headphones with a custom pouch ("**Prize**").

Lucky Draw

- 10. The Draw will be conducted on 15 July 2020 ("**Draw Date**").
- 11. Unless DBS notifies otherwise, the Draw will be conducted in the presence of external auditors on the above Draw Date at 10am (or on such other dates as DBS may determine at its sole and absolute discretion) at 12 Marina Boulevard, DBS Asia Central @ MBFC Tower 3, Singapore 018982 or at such other venue as may be determined by DBS.
- 12. Winners of the Draw will be announced on DBS' website within 14 calendar days from the Draw Date.
- 13. Winners will be contacted via ordinary post on the redemption of the Prize within 14 calendar days from the Draw Date at their mailing addresses in DBS' records. It is the responsibility of all Winners to provide DBS with their updated mailing addresses.

Prize

- 14. In the unlikely event that a Prize should become unavailable, DBS reserves the right to substitute a prize which it may deem as being of equal value.
- 15. Winners are to redeem the Prize within the stipulated ("**Redemption Period**") in the notification letter sent by DBS.

16. Winners who are unable to redeem their Prizes in person during the Redemption Period defined in Clause 15 may appoint someone to redeem the Prize on their behalf. In such an event, any information provided to DBS with personal data of an appointed person for purposes of redemption can be collected, used and disclosed by/to DBS and/or third parties. The Winners and the appointed persons thereby agree to the terms of the DBS Privacy Policy in Clause 22.
17. Winners will be randomly drawn from the pool of entries by means of a computerized draw under the supervision of an external auditor on the Draw Date. DBS shall have the right to draw ("**Reserve Winners**") to replace any Winner drawn who is subsequently disqualified or unable to collect the Prize.
18. Prizes are strictly non-redeemable for credit, non-transferable, non-assignable and non-exchangeable and non-replaceable.
19. Winners' eligibility to participate in the Draw is subject to verification, and in the event that a Winner is determined by DBS to be ineligible to participate in the Draw, DBS shall have the right to disqualify that Winner without notice and award his/her Prize to a Reserve Winner.
20. Winners who have been awarded a Prize shall not be entitled to any compensation, benefits or substitution in any form whatsoever in lieu of the Prize and/or should any Prize be forfeited or reclaimed.
21. Prizes that remain unclaimed after the stipulated Redemption Period stated in the Prize notification letter sent by DBS will be forfeited.
22. Winners consent to DBS disclosing and/or publishing their names, and picture/photograph/video in any manner which DBS may deem fit for publicity purposes. Winners shall cooperate with and participate in such publicity activity organised by DBS without any compensation whatsoever and in such manner as DBS deems fit. In addition, by participating in this Promotion, each participant consents to DBS disclosing his/her name, NRIC/passport number or any of his/her personal information to any third-party DBS may reasonably consider appropriate or necessary in connection with administering the Promotion, including any person or entity involved in organising, promoting or conducting the Promotion for purposes of the Promotion. Participants consent under the Personal Data Protection Act (Cap 26 of 2012) to the collection, use and disclosure of their personal data by/to DBS and such other third party as DBS may reasonably consider necessary for the purpose of the Promotion, and confirm that they agree to be bound by the terms of the DBS Privacy Policy, a copy of which can be found on www.dbs.com/privacy. Winners who fail to comply with this clause shall result in their disqualification as a Winner or Eligible Cardmember and to receive the Prize.
23. If DBS subsequently determines that a person is in fact not eligible for the Prize or to participate in the Promotion, for any reason whatsoever, DBS may at its discretion reclaim the Prize and award or dispose of it in such manner and to such person(s) as DBS deems fit in its sole discretion. Each participant hereby authorises and consents to DBS debiting the cash value of the Prize from his/her Card Account.

General Terms & Conditions

24. The main business activity and any transaction performed at a merchant are classified under a Merchant Category Code (“MCC”) assigned by Visa and determined by the merchant and the merchant’s acquiring bank. The main business activity and the assigned MCC of a merchant is not determined by DBS. If any transaction is not classified under a relevant MCC, such transactions will not be considered as Online Spend.
25. Only posted transactions will be considered as Online Spend. DBS shall not be responsible for any failure or delay in posting of sales transactions which may result in Cardmembers being ineligible for the promotion.
26. Draw Chances are computed based on a whole number without rounding up.
27. Draw Chances will not be awarded to an Eligible Cardmember whose Card Account is delinquent, voluntarily or involuntarily closed or terminated or suspended for any reasons whatsoever.
28. DBS will not be responsible for any injuries, loss, claim or damage suffered or incurred in connection with the Prize, the Draw (including but not limited to any error in computing any qualifying transaction, any breakdown or malfunction in any computer system or equipment) and/or any notices, letters or correspondence lost, stolen or misdirected in the postal system or telecommunication system, and the consequences arising from the non-receipt of such communication.
29. By participating in this Promotion, 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:
 - i. the awarding, acceptance, receipt, possession, use or misuse of any Prize or parts thereof awarded pursuant to the Promotion; and
 - ii. the participation in the Promotion or any prize-related activities.
30. Notwithstanding anything herein, DBS has the absolute discretion to determine the eligibility of a customer to participate in the Promotion or receive a Prize. DBS’ decision on all matters relating to the Promotion (including but not limited to the number of Draw Chances to be awarded to any customer, and the selection of Winners) shall be final and binding on all participants. Except for the notification letter issued by DBS pursuant to Clause 13 (after any verification as may be required has been completed), DBS shall not be obliged to enter into any correspondence on any matter with any party concerning the Promotion.
31. DBS’ decision on all matters relating to the Promotion shall be final. No correspondence or claims will be entertained.
32. DBS may vary these Terms and Conditions or suspend or terminate the Promotion without any notice or liability to any party.