

## **DBS PayLah! New User Transport Cashback 2019 Promotion (“Promotion”) Terms & Conditions**

### **1. The Promotion**

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

### **2. General Terms**

- 2.1. DBS is in the business of providing banking facilities and services, including digital mobile payment services offered by DBS on DBS mobile platforms such as DBS PayLah!, DBS/POSB digibank and iWealth (“**DBS Mobile Payment Platforms**”).
- 2.2. “**DBS Mobile Payment Platforms Application**” or “**Application**” refers to the DBS Application for mobile devices that can be downloaded by the User from the Apple App Store and Google Play store.
- 2.3. “**DBS PayLah!**” is a mobile service offered by DBS Bank Ltd. (“**DBS**”) that comprises a stored value facility that may be used by a user (individually a “**User**” and collectively, “**Users**”) as a mobile wallet on their mobile device.
- 2.4. As part of the DBS PayLah! Application, Users will have to register a wallet account (individually a “**Wallet Account**” and collectively, “**Wallet Accounts**”).

### **3. Promotion Mechanics**

- 3.1. The Promotion will commence on 20 September 2019 and end on 31 January 2020, or when all 60,000 successful registrations have been made as explained in Clause 3.8, whichever is earlier (“**Promotion Period**”).
- 3.2. Users will need to perform the following successfully during the Promotion Period to qualify as a qualified registration (individually a “**Qualified Registration**” and collectively, “**Qualified Registrations**”):
  - a) Download and install the DBS PayLah! Application on your mobile device,
  - b) Follow the steps to register your mobile number on the app with your DBS/POSB

digibank credentials and select your desired DBS/POSB account to link to DBS PayLah!.

3.3. Upon completion of the Qualified Registration, to qualify for the Promotion as a qualified registered User (individually a “**Qualified Registered User**” and collectively, “**Qualified Registered Users**”), a User will need to perform either one of the below eligible transactions (individually an “**Eligible Transaction**”, and collectively “**Eligible Transactions**”):

a) complete a Comfort or CityCab Taxi Ride (“**Taxi Ride**”) and successfully make payment, with minimum spend of S\$6.00, by scanning the QR Code generated on the NETS terminals with DBS PayLah! after a Taxi Ride is completed (individually a “**Successful QR Code Transaction**”, and collectively “**Successful QR Code Transactions**”);

or

b) successfully complete an EZ-Link top up on the EZ-Link App (Android only) (“**EZ-Link Top Up**”) with DBS PayLah!, with a minimum top up of S\$10.00 (individually a “**EZ-Link Top Up**”, and collectively “**EZ-Link Top Ups**”);

during the Promotion Period.

3.4. Each Qualified Registered User will be entitled to receive a S\$5.00 Cashback (individually an “**New User Cashback**” and collectively, “**New User Cashbacks**”) for the first Eligible Transaction during the Promotion Period.

3.5. Users will not qualify for the New User Cashback if they delete their existing DBS PayLah! Application and/or close their existing Wallet Account before or during the Promotion Period, and subsequently download the Application and/or successfully register for a new Wallet Account during the Promotion Period.

3.6. Users who have no prior relationship with DBS, (individually an “**New to Bank Customer**” and collectively, “**New to Bank Customers**”), will only qualify as Qualified Registered Users, after performing either of the Eligible Transactions, after 2 calendar days of opening a new account with DBS.

3.7. The Promotion is valid only for the first 60,000 Qualified Registrations made during the Promotion Period, based on the date and time of the Qualified Registration. Once all 60,000

Qualified Registrations have been completed, the Promotion will end.

3.8. Qualified Users will receive the Cashback immediately in their PayLah! Wallet Account.

3.9. The Cashback is strictly non-transferable and non-assignable.

#### **4. General**

4.1. Notwithstanding anything herein, DBS has the absolute discretion to determine the eligibility of a participant to participate in the Promotion or receive any Cashback. The decision of DBS on all matters relating to or in connection with the Promotion 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 Promotion and the results thereof to participants.

4.2. DBS shall not be liable in any way to any participant or any other person for any injury, loss, damage or expense arising out of or in connection with the Promotion or the Cashback, 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.

4.3. 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:

a) the awarding, acceptance, receipt, possession, use or misuse of any Cashback or parts thereof awarded pursuant to the Promotion; and

b) the participation in the Promotion or any Cashback-related activities.

4.4. DBS may, at any time at its sole discretion and without prior notice, vary, modify, delete or add to these Terms and Conditions (including the Promotion Period, the conduct of the Promotion and the Promotion Mechanics) and may also suspend or terminate the Promotion or substitute the Cashback at any time without any notice or liability to any person.

4.5. The participants consent under the Personal Data Protection Act (Cap 26 of 2012) ("Act") to

the collection, use and disclosure of the participants' personal data by/to DBS and such other third party for the purpose of the Promotion and the participants 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](http://www.dbs.com/privacy).

- 4.6. 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.
- 4.7. DBS' Terms and Conditions governing Accounts, Terms and Conditions governing Electronic Services, Terms and Conditions governing Electronic Statements and terms and conditions governing all other account-related services apply.
- 4.8. These Terms and Conditions shall be read in conjunction with the Terms and Conditions for DBS PayLah!, all of which shall apply to the participants.
- 4.9. These Terms and Conditions shall be governed by and construed in accordance with the laws of Singapore, and subject to the exclusive jurisdiction of the Singapore courts.
- 4.10. 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 (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 these Terms and Conditions.