

## **DBS PayLah! 2018 Member-Get-Member 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 PayLah!**” is a mobile service offered by DBS Bank Ltd. 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.

**2.2.** “**DBS PayLah! Application**” or “**Application**” refers to the DBS PayLah! Application for mobile devices that can be downloaded by the User from the Apple App Store and Google Play store.

**2.3.** As part of the DBS PayLah! Application, users will have to create and register a wallet account (individually a “**Wallet Account**” and collectively, “**Wallet Accounts**”).

### **3. Promotion Mechanics**

**3.1.** This Promotion will commence from 4 March 2018 and will end on 31 December 2018 or when all 160,000 successful referrals have been made as explained in Clause 3.4, whichever is earlier (“**Promotion Period**”).

**3.2.** During the Promotion Period, an existing DBS PayLah! User can generate a unique Referral Code (“**Referral Code**”) via the DBS PayLah! Application and share the Referral Code as a Referrer (individually a “**Referrer**” and collectively, “**Referrers**”), to another individual who does not have a registered Wallet Account, to download and register for his or her own Wallet Account for the first time as a Referee (individually a “**Referee**” and collectively, “**Referees**”).

**3.3.** On or before the end of the Promotion Period, the Referee must successfully download the Application, register and create his or her own Wallet Account for the first time and enter the unique Referral Code shared by the Referrer during the registration of the Wallet Account on the Application, for the referral to qualify as successful (“**Successful Referral**”).

- 3.4. The Promotion is valid only for the first 160,000 Successful Referrals made during the Promotion Period, based on the date and time of the Successful Referral. Once all 160,000 Successful Referrals have been completed, the Promotion will end.
- 3.5. For each Successful Referral, the Referrer will be entitled to a S\$5 Referrer Cash Credit (individually a “**Referrer Cash Credit**” and collectively, “**Referrer Cash Credits**”), to be credited to the Referrer’s Wallet Account within 3 calendar days, or as and when DBS may in its sole discretion determine. The Referrer will only receive the Referrer Cash Credit if the Referee enters the Referrer’s unique Referral Code during successful registration of the Wallet Account.
- 3.6. Each Referrer will be entitled to a maximum of 10 Referrer Cash Credits throughout the Promotion Period, regardless of the number of Successful Referrals made and the number of Referees who successfully register for a Wallet Account using the unique Referral Code shared by the Referrer.
- 3.7. Upon successful registration of the Wallet Account with the unique Referral Code, the Referee will be entitled to a S\$5 Referee Cash Credit, to be credited to the Referee’s Wallet Account on the same day, or as and when DBS may in its sole discretion determine.
- 3.8. Referees will not qualify to receive the Referee Cash Credit 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.

#### 4. **Cash Credits**

- 4.1. The Referrer Cash Credits and Referee Cash Credits are strictly non-transferable and non-assignable.

#### 5. **General**

- 5.1. Notwithstanding anything herein, DBS has the absolute discretion to determine the eligibility of a participant to participate in the Promotion or receive any Referrer or Referee Cash Credit (“**Cash Credit**”). 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.

- 5.2. 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 Cash Credit, 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.
- 5.3. 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 Cash Credit or parts thereof awarded pursuant to the Promotion; and
  - b) the participation in the Promotion or any Cash Credit -related activities.
- 5.4. 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 Cash Credit at any time without any notice or liability to any person.
- 5.5. 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 the Promotion. 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).
- 5.6. 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.
- 5.7. 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.
- 5.8. 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.

- 5.9. 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.
- 5.10. 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.