

TERMS & CONDITIONS FOR DBS PAYLAH! #ULTIMATE HAWKER CAMPAIGN 2021

1. EVENT:

- a. The “#UltimateHawker” Game (“UH”) is organised by Sqkii Pte Ltd (“Sqkii”) in conjunction with DBS Bank Ltd (“DBS”). The event commences from 7 December 2021 and closes on 5 January 2022, 23:59 Hours.
- b. There is no participation fee for joining UH. You, the participant (“Participant”), agree that any costs incurred while participating in UH is solely to be borne by the Participant.
- c. Communications in relation to UH will only be distributed through Sqkii’s official communication channels. Sqkii retains the discretion to disqualify any Participant from UH if the Participant is found to be monetizing the hints (if any) or power-ups as distributed through Sqkii’s official communication channels.
- d. By participating in UH, the Participant agrees that he or she is at least 18 years old or, if under 18, have his or her parent or legal guardian’s consent to participate in UH.
- e. By participating in UH, the Participant agrees to conduct themselves in an appropriate manner throughout the event and agrees not to obstruct, injure, or otherwise harass fellow Participants and/ or Sqkii and/ or DBS’s employees.
- f. By participating in UH, the Participant agrees to strictly abide by and comply with the safety instructions issued by Sqkii and/or DBS. The Participant also agrees to take reasonable precaution and safety measures while participating in UH.
- g. Staff employed by Sqkii, and shareholders of Sqkii, and their immediate family members are not eligible to participate in UH.
- h. Staff employed by DBS who have been directly involved in the conceptualisation, development and execution of UH, and their immediate family members, are not eligible to participate.

2. LICENSE

- a. Each Participant agrees to grant Sqkii and DBS the non-exclusive and royalty free transferable licence to publish, promote, copy, reproduce, transmit, display, edit, adapt, modify, create derivative works of and/or otherwise distribute the Participants’ works for the promotion and publicity of Sqkii and DBS events; in any manner, format, or media known or later devised, in perpetuity, including and without limitation to online platforms such as Facebook, Twitter, Instagram, Telegram.
- b. Each Participant also agrees to grant Sqkii and DBS the right to sublicense the rights licenced above
- c. For the avoidance of doubt, Sqkii and DBS expressly reserves the right to adapt, edit, or modify the aforesaid works for any promotional or marketing purposes of Sqkii.

3. DBS PAYLAH!

- a. "DBS PayLah!" is a mobile service offered by DBS that may be used by a user of the mobile service (individually a "User" and collectively, "Users") to transfer funds via the DBS PayLah! application for mobile devices that can be downloaded by Users from the Apple App Store and Google Play Store ("Application").
- b. As part of the DBS PayLah! Application, Users will have to register a wallet account (individually a "Wallet Account" and collectively, "Wallet Accounts").

4. PRIZE

- a. There will be multiple UH Virtual Earnings (collectively, "Earnings") with cash prizes (collectively, "Prize(s)") between the range of SGD \$0.05 to SGD \$1000. Sqkii and DBS reserve the right to modify and/or terminate the Prize(s) at any time at its sole discretion without any prior notice to the winners ("Winner").
- b. Prizes will be credited by 5 February 2022, 23:59 Hours to each Winner's respective DBS PayLah! Wallet Account, where the Wallet Account is successfully opened no later than 5 January 2022 23:59 Hours.
- c. Each Winner is responsible for ensuring that the mobile number submitted for UH registration is the same mobile number registered in his/her own DBS PayLah! Wallet Account. If a Winner submits his/her mobile number inaccurately as part of UH registration or does not have DBS PayLah! Wallet Account as of 5 January 2022, 23:59 Hours or is found to have closed his/her DBS PayLah! before Prizes are credited, the Winner is deemed to have forfeited his/her Prize. Sqkii and DBS accept no responsibility for any inability or failure to award the Prize(s) to a Winner(s) who has given inaccurate or incomplete account information.
- d. Upon completing an in-game challenge on their mobile device, the Winner must link his/her DBS PayLah! Wallet Account to UH if he/she has not done so before they will be able to receive Earnings. Earnings not redeemed before the end of the UH event shall be forfeited.
- e. If Sqkii discovers that the Winner has, among other things, not conducted him or herself in an appropriate manner in the course of obtaining the Earnings, or in a manner that is clearly prejudicial to the spirit of the game, the Winner will be not be entitled to the Prize(s). Should the aforesaid breach be discovered after the collection of the Prize(s), such Prize(s) shall be forfeited and be returned to Sqkii on demand.
- f. The Winner will be responsible for all costs associated with collecting the Prize(s).
- g. The Winner agrees to have his/her name published on the Sqkii's and DBS's websites and on Sqkii's and DBS's official Facebook, Twitter, Instagram, and any other social media accounts.

5. POWER-UPS AND DBS PAYLAH! TRANSACTIONS

- a. A Participant may obtain in-game power-ups known as Special Order, Restock Stall and/or Extension Oven (collectively, "Power Up") on UH.

- b. Each Participant will be given the option to obtain 1 (one) Power Up whenever the Participant clicks on the button labelled “Redeem” at the section titled “Power Ups” on UH after making an eligible cashless transaction.
- c. An Eligible Cashless Transaction is defined as follows:
 - i. Transaction made with DBS PayLah! Application via any of the following:
 - Payment to merchants through DBS PayLah! In-app checkout, Merchant in-app checkout, Web checkout, Express checkout
 - Scan & Pay transaction to merchants via DBS PayLah! QR Code functionality, and using the QR Code generated on the NETS terminal or SGQR and PayNow QR codes in Singapore

6. LIABILITIES

- a. By participating in UH, the Participant agrees to defend and hold Sqkii from and against all claims, losses, damages, costs, and expenses, including legal fees on an indemnity basis, arising out of the Participant’s use of Sqkii websites and/or social media platforms or any breach of these Terms and Conditions.
- b. By participating in UH, the Participant agrees not to hold Sqkii responsible in any manner whatsoever for any problems or any financial costs incurred (whether as a result of fake and/or doctored hints (if any), malfunctioned power-ups, or otherwise), including any injury or damage to Participants or any other persons related to or resulting from participation in this competition.
- c. By participating in UH, the Participant agrees not to hold Sqkii legally liable for any accident, loss, injury, or damage to any individual or property, whether directly, indirectly, consequential, special, punitive, or exemplary, whether in contract, tort, negligence, or otherwise arising out of or in connection with UH or the Prize(s), either during the duration of UH or after UH’s conclusion.
- d. By participating in UH, the Participant agrees that no claim relating to any losses or injuries (including special, indirect, and consequential losses) shall be asserted against Sqkii, its directors, officers, employees, from any and all losses, damages, rights, claims, and actions of any kind resulting in relation to UH, including and without limitation to, personal injuries, death, and property damage.

7. WARRANTIES

- a. Sqkii does not warrant that any hints (if any), clues (if any), power-ups, clarifications, Global Positioning System data, questionnaires, and/ or any other communication given with reference or in relation to UH will be error-free and/or uninterrupted.
- b. Sqkii makes no warranty, whether expressly or impliedly, that the content or any functions associated within Sqkii’s websites will be uninterrupted or error-free or that its websites are free of any viruses and/or other harmful elements.
- c. Sqkii does not warrant that its safety instructions are the only safety guidelines that the Participants have to abide by.

- d. Sqkii makes no warranty, whether expressly or impliedly, as to any harm arising from accessing any information or material through Sqkii websites or its social media platforms, including and without limitation to harm caused by viruses or similar contamination or destructive features, whether or not known.

8. SEVERABILITY

- a. If any provision of this Terms and Conditions is determined by any court or any competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.
- b. If any unlawful and/or unenforceable provision of this Terms and Conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

9. NOTICE

- a. The decision of Sqkii on all matters pertaining to UH (including any dispute arising from the hints (if any), clues (if any), power-ups, clarifications, or any information transmitted by Sqkii in relation to UH, or interpretation of this Terms and Conditions) is final and binding on all parties.
- b. The Participant hereby agrees and acknowledges that all electronic communications made pursuant to the participation in UH shall be given legal effect, validity, and enforceability and shall have, between the parties thereto, comparable evidential value to that accorded to a signed written document.

10. VARIATION

- a. Each Participant agrees that Sqkii may revise this Terms and Conditions from time to time.
- b. Any revision to this Terms and Conditions shall apply to UH from the date of publication of the revised Terms and Conditions on the official website, and the Participant hereby waives any right that the Participant may otherwise have to be notified of, or to consent to, any such revisions.

11. GOVERNING LAW

- a. This Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of Singapore.
- b. Any disputes relating to this Terms and Conditions shall be subject to the exclusive jurisdiction of the courts of the Republic of Singapore.