

Terms and Conditions for DBS Live Fresh Card X Mr. Sabotage Lucky Draw & Top Spenders Campaign ("Campaign")

These terms and conditions govern the Draw. Participation in the Draw constitutes acceptance of these terms and conditions.

1. Eligibility

1.1 The DBS Live Fresh Card X Mr. Sabotage Lucky Draw & Top Spenders Campaign ("**Campaign**") is conducted by DBS Bank Ltd. ("**DBS**") and (except those persons listed under paragraph 1.3 below) is open only to:

- a) Existing principal DBS Live Fresh Card ("**Card**") customers ("**Cardmembers**") whose DBS Live Fresh Card Account ("**Card Account**") is opened prior to 8 January 2018 and is valid, subsisting and in good standing as may be determined by DBS at its sole and absolute discretion and have successfully registered at go.dbs.com/sg-livefreshq12018 between 8 January 2018 and 31 March 2018 ("**Qualifying Period**"); and
- b) New principal DBS Live Fresh Card customers whose Card Account is opened during the Qualifying Period automatically qualify for the Campaign.

For the avoidance of doubt, the benefit of all charges incurred by a Supplementary Cardmember in respect of the Campaign shall accrue to the eligible Principal Cardmember only.

1.2 All information provided at go.dbs.com/sg-livefreshq12018 must match existing DBS' records. Registration with incorrect information may result in Cardmember being omitted from qualifying for the Campaign.

1.3 The following persons are not eligible to participate and will be disqualified from participating in the Campaign:

- a) Cardmembers whose card accounts have been suspended, cancelled or terminated by DBS at any time during the Qualifying Period (as defined below); and
- b) DBS Live Fresh Student Cardmembers

2. Qualifying Period, Campaign Mechanics and Lucky Draw Date

2.1 The qualifying period for the campaign is from 8 January 2018 to 31 March 2018 (“**Qualifying Period**”).

2.2 Campaign Mechanics

a) Lucky Draw (“**Draw**”):

1 Draw Chance will be allocated for every S\$50 Qualifying Spend made to the Card during the Qualifying Period, where 1,000 Winners will each win a Prize defined in clause 3.1a).

b) Top Spenders:

The top 100 Cardmembers with the highest Qualifying Spend during the Qualifying Period will each receive a Gift defined in clause 3.2a).

2.3 Calculation of Qualifying Spend is based on the transaction date of retail spend charged to Card.

2.4 Qualifying Spend is based on transacted and posted retail sales and recurring bill payment, and excludes:

- a) Bill payments via internet banking and all transactions via AXS, SAM, eNETS;
- b) Payments to educational institutions;
- c) Payment 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);
- d) Payment to insurance companies (sales, underwriting, and premiums);
- e) Payments to financial institutions (including banks and brokerages);
- f) Payment to non-profit organisations;
- g) Betting (including lottery tickets, casino gaming chips, off-track betting, and wagers at race tracks) through any channel;
- h) Any top-ups or payment of funds to payment service providers, prepaid cards and any prepaid accounts (including EZ-Link, NETS FlashPay and Transit Link);
- i) 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).

- 2.5 Transaction must be posted into the Card Account at the point of report extraction to qualify for the Draw. DBS shall not be responsible for any failure or delay in the transmission of evidence of sales transactions by any acquiring merchant, merchant establishments, postal or telecommunication authorities or any other party.
- 2.6 The Draw will be conducted on 2 May 2018 (“**Draw Date**”).
- 2.7 Unless DBS notifies otherwise, the Draw will be conducted in the presence of external auditors on the above Draw Date at 5pm (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.
- 2.8 The winners of the Draw (“**Winners**”) will be published on DBS' website and in a local English-Language newspaper within 7 calendar days from the Draw Date.
- 2.9 The Winners and Top Spenders of the Campaign will be notified by post within 10 working days from the Draw Date, at the Winners’ and Top Spenders’ mailing address in DBS’ records.

3. The Prizes, Winners and Gifts

3.1 Lucky Draw Prizes

- a) There will be 1,000 unique Winners drawn and each Winner will win ONE (1) limited-edition CASIO G-Shock (“**Prize**”) exclusively designed by Mr. Sabotage.
- b) Subject to Clause 2.3, 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 a “reserve winner” to replace any Winner drawn who is subsequently disqualified or unable to collect the Prize.
- c) Prizes are strictly non-redeemable for credit, non-transferable, non-assignable and non-exchangeable and non-replaceable.
- d) Every Winner’s eligibility to participate in the Draw is subject to verification, and in the event that a Winner is verified 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.
- e) A Winner who has 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.

f) If a Winner fails to claim his/her Prize within the stipulated redemption period in the Prize notification letter issued by DBS, his/her Prize will be forfeited.

g)

3.2 Top Spender Gifts

a) The top 100 Cardmembers ("**Top Spenders**") with the highest qualifying card spend during the Qualifying Period will each receive ONE (1) pair of limited-edition NIKE Air Force 1 ("**Gift**") exclusively designed and hand painted by Mr. Sabotage (worth S\$600).

b) Gift will be hand painted and delivered within 6 weeks from Campaign end date.

c) Top Spenders will be contacted within 10 working days after Campaign end date by post at the Top Spender's mailing address in DBS' records to facilitate the preparation of the Gift.

d) Design of the Gift is fixed and final per what is being featured in our advertisements, no additional personalization is allowed.

e) No response by the deadline stipulated in the notification letter will result in the Gift deemed as forfeited.

f) Cardmember who has been awarded a Gift shall not be entitled to any compensation, benefits or substitution in any form whatsoever in lieu of the Gift and/or should any Gift be forfeited or reclaimed.

g) Gifts are strictly non-redeemable for credit, non-transferable, non-assignable and non-exchangeable and non-replaceable.

h)

3.3 The Winners and Top Spenders consent to DBS disclosing and/or publishing their names, and pictures/photographs/videos in any manner which DBS may deem fit for publicity purposes, including via the modes described in Clause 2.4 above. The Winners and Top Spenders 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 Campaign, 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 Campaign, including any person or entity involved in organizing, promoting or conducting the Campaign for

purposes of the Campaign. 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 Campaign, 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. The failure by any Winner and Top Spender to comply with this clause shall result in his/her disqualification as a winner or eligible cardmember and to receive the Prize or Gift.

3.4 If DBS subsequently determines that a person is in fact not eligible for the Prize or Gift or to participate in the Campaign, for any reason whatsoever, DBS may at its discretion reclaim the Prize or Gift 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 or Gift from his/her DBS Live Fresh Card account.

4. General Terms and Conditions

4.1 DBS will not be responsible for any injuries, loss, claim or damage suffered or incurred in connection with the Prizes, 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.

4.2 By participating in this Campaign, 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 Gift or parts thereof awarded pursuant to the Campaign; and
- b) the participation in the Campaign or any prize-related activities.

4.3 Notwithstanding anything herein, DBS has the absolute discretion to determine the eligibility of a customer to participate in the Campaign or receive a Prize or Gift. DBS' decision on all matters relating to the Campaign (including but not limited to the number of Draw Chances to be awarded to any customer, and the selection of the Winners or Top Spenders) shall be final and binding on all participants. Except for the notification letters issued by DBS pursuant to Clause 2.9 (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 Campaign.

4.4 DBS' decision on all matters relating to the Campaign shall be final. No correspondence or claims will be entertained.

4.5 DBS may vary these Terms and Conditions or suspend or terminate the Campaign without any notice or liability to any party.