## DBS/ POSB Credit Cards - Air Asia BIG Points Promotion("Promotion") Terms and Conditions

Cardholders who participate in the **DBS/POSB Credit Cards – Air Asia BIG Points Promotion** will <u>not</u> be eligible for **POSB Credit/Debit Card- Online Application Promotion** in our public web. (www.dbs.com.sg)

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

## 1. Applicants who:

- a) apply online for a principal DBS Live Fresh / POSB Everyday credit card ("Card") and whose Card is approved in the period from 1 September to 31 October 2015 (both dates inclusive) ("Promotion Period"); and
- b) charge a minimum of \$\$300 ("Qualifying Spend") to their Card within one(1) month of card approval date,

(Collectively, the "Qualified Cardmembers"), will be entitled to receive Air Asia BIG Points of 21,000 each.

- 2. For the purpose of this Promotion, "Card" means any one of the following principal DBS/ POSB credit cards:
  - a) DBS Live Fresh Card
  - b) POSB Everyday Card
- 3. Applicants who have cancelled their Cards within the last six (6) months prior to the commencement date of the Promotion Period will not be eligible to participate in this Promotion.
- 4. Qualified Cardmembers will be notified by DBS by SMS not later than 3 months from the date of the card approval at their mailing addresses in DBS' records.
- 5. The Qualifying Spend is based on posted local and foreign retail sales, posted 0% interest-free instalment plan, posted recurring bill payment but excludes interest, finance charges, cash withdrawal, balance transfer, smart cash and all other fees charged by DBS. Bill payment of DBS credit card bills performed through DBS iBanking is <u>not</u> an eligible transaction for the purposes of calculating the Qualifying Spend under this Promotion.

For the avoidance of doubt, supplementary Cardmembers are not eligible to participate in the Promotion; however supplementary card spend can be included in the calculation of Qualifying Spend.

- 6. Each Cardmember is eligible to receive only one (1) 21,000 Air Asia BIG Points, regardless of the accumulated transactions on the Cards and the number of Cards applied for and successfully approved during the Promotion Period.
- 7. The Air Asia Points are strictly non-transferable, non-assignable and non-exchangeable.
- 9. DBS reserves the right to substitute or replace the Air Asia BIG Points with another gift of similar value without giving any prior notice or liability to any party.

- 10. Notwithstanding anything herein, DBS has the absolute discretion in determining a person's eligibility in participating in the Promotion.
- 11. DBS assumes no responsibility for any loss or damage or expenses arising in connection with this Promotion, howsoever arising, including without limitation, from any late or non-notification, any error in computing, technical hardware or software breakdown, malfunctions or defects, failed, delayed or incorrect transactions, or lost or unavailable network connections, or any notice that is lost or misdirected, which may affect a Cardmember's eligibility in the Promotion.
- 12. DBS' decision on all matters relating to this Promotion is final and binding on all Cardmembers. DBS shall not be obliged to enter into any correspondence on any matter concerning the Promotion.
- 13. DBS may vary these Terms and Conditions without notice, or withdraw or discontinue the Promotion at any time without any notice or liability to any party. 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.
- 14. Cardmembers consent under the Personal Data Protection Act (Cap 26 of 2012) to the collection, use and disclosure of Cardmembers' personal data by/to the DBS' agent or vendors and such other third party for the purpose of the Promotion, and 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 <a href="https://www.dbs.com/privacy">www.dbs.com/privacy</a>.
- 15. These Terms and Conditions are governed by Singapore law and the Cardmembers agree to submit to the exclusive jurisdiction of the Singapore courts.
- 16. A person who is not a party 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 the Promotion.