

DBS PayLah! x Gong Cha October 2018 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. (“**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.

2.2. “**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. “**Gong Cha Application**” is a mobile application offered by Gong Cha (Singapore) Pte Ltd and its successors operating under the name “Gong Cha - SG” which allows user to access and use this application and the payment platform to make a transaction.

2.4. “**Payment Platform**” refers to the payment service embedding DBS PayLah! as contained in the Gong Cha Application.

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

2.6. As part of the Gong Cha Application, Users may access the Gong Cha App without creating and registering an account. However, Users will be required to provide a mobile number with a valid email address (“**Account**”) to use the Payment Platform to make a transaction. This information shall be used to access the Payment Platform.

3. Promotion Mechanics

3.1. The Promotion will commence on 1 October 2018 and end on 31 October 2018, or when all 40,000 successful transactions have been made as explained in Clause 3.5, whichever is earlier (“**Promotion Period**”).

3.2. To be eligible for the Promotion, Users need to use DBS PayLah! to either:

a) Scan the QR Code generated on the NETS terminal at selected Gong Cha outlets in

- Singapore and successfully make payment for their purchases ("**Scan & Pay**"), or
- b) Place their orders through the Gong Cha App and successfully make payment for their purchases ("**App Checkout**"), during the Promotion Period,
- to qualify as eligible Users ("**Eligible Users**").
- 3.3. Eligible Users will need to use DBS PayLah! to make a successful Scan & Pay and/or App Checkout transaction with a minimum spend of S\$3.50 (individually a "**Qualified User**" and collectively, "**Qualified Users**") during the Promotion Period.
- 3.4. Each Qualified User will be entitled to receive a 10% Cashback ("**Cashback Offer**") for each of their first 4 Transactions during the Promotion Period, capped at a maximum of S\$0.50 cashback per transaction.
- 3.5. The Cashback Offer is valid for the first 40,000 Successful Scan & Pay Transactions made at all Gong Cha outlets, except Bugis, Tan Tock Seng Hospital and Takashimaya, and/or App Checkout made at all outlets listed in the app.
- 3.6. Qualified Users who use PayLah! to Scan & Pay for their transactions will receive the Cashback in their PayLah! Wallet Account after they have completed the transaction.
- 3.7. 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 Discount. 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 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.

- 4.3. By accessing and using the Gong Cha App and the Payment Platform to make a transaction, Users agree to be bound by the Gong Cha App Terms and Electronic Terms.
- 4.4. 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.
- 4.5. 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.
- 4.6. 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.
- 4.7. 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.
- 4.8. 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.
- 4.9. 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.
- 4.10. 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.

4.11. 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.