DBS PayLah! Scan & Pay August to September 2017 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. As part of the DBS PayLah! Application, Users will have to register a wallet account (individually a “Wallet Account” and collectively, “Wallet Accounts”).

3. Promotion Mechanics

3.1. The Promotion will commence on 10 August 2017 and end on 30 September 2017 (“Promotion Period”).

3.2. To be eligible for the Promotion, Users need to be amongst the first 75,000 Users to use the DBS PayLah! QR Code functionality and successfully scan a QR Code for payment of goods and services (“Scan & Pay”) at:

   a) Merchants displaying the PayLah! QR Code payment logo in Singapore (“PayLah! QR Code Merchants”), or

   b) Merchants with valid NETS QR Code-enabled terminals in Singapore (“NETS Merchants”), during the Promotion Period, as eligible Users (“Eligible Users”).

3.3. Users may refer to go.dbs.com/sg-paylahqr for more information on PayLah! QR Code Merchants and NETS Merchants in Singapore (“Merchant Information”). DBS will take all reasonable steps to ensure that the Merchant Information is updated promptly and
accurately. Users agree not to hold DBS liable for any loss they may suffer as a result of their reliance on the Merchant Information.

3.4. The Promotion comprises of two offers (\textit{Promotion Mechanics}):

a) Scan & Get S$5 Cashback Offer (\textit{Cashback Offer}), and

b) Scan & Get S$10 Exclusive Cashback Offer (\textit{Exclusive Cashback Offer}).

3.5. The mechanics for the Cashback Offer are as follows:

a) Eligible Users will need to make successful Scan & Pay transactions at PayLah! QR Code Merchants or NETS Merchants to qualify for the Cashback Offer (individually a \textit{Qualified Cashback Offer User} and collectively, \textit{Qualified Cashback Offer Users}).

b) Qualified Cashback Offer Users will enjoy 100% cashback for all their successful Scan & Pay transactions made at PayLah! QR Code Merchants and/or NETS Merchants during the Promotion Period, subject to a cap of S$5 in cashback per Qualified Cashback Offer User (\textit{Cashback}).

c) Each Qualified Cashback Offer User will be eligible for only one Cashback for the Cashback Offer, regardless of the number of Scan & Pay transactions made at PayLah! QR Code Merchants and/or NETS Merchants during the Promotion Period.

d) The Qualified Cashback Offer User will receive the Cashback directly to his/her Wallet Account within 60 calendar days, or on a subsequent date which DBS may in its sole discretion determine, provided the Wallet Account is not closed, frozen or suspended at the point of crediting.

e) Qualified Cashback Offer Users will not receive any form of notification from DBS at the end of the Promotion Period, other than a push notification (\textit{Push Notification}) sent via DBS PayLah! Application to their mobile device informing each Qualified Cashback Offer User that the Cashback was credited successfully. Note that Users need to enable DBS PayLah! Push Notifications on their mobile device settings in order to receive any Push Notifications via DBS PayLah! Application.

f) The Cashback is strictly non-transferable and non-assignable.

3.6. The mechanics for the Exclusive Cashback Offer are as follows:
a) Eligible Users will need to make successful Scan & Pay transactions at the following Participating NETS Merchants ("Participating NETS Merchants") to qualify for the Exclusive Cashback Offer (individually a "Qualified Exclusive Cashback Offer User" and collectively, "Qualified Exclusive Cashback Offer Users"):

i. Cathay Cineplexes Pte Ltd
ii. Délifrance Singapore
iii. Hang Ten
iv. H:Connect
v. Japan Home
vi. Nando’s Chickenland Singapore
vii. Popular Book Co Pte Ltd
viii. Sportslink
ix. Texas Chicken Singapore

b) Qualified Exclusive Cashback Offer Users will enjoy 100% cashback for all their successful Scan & Pay transactions made at Participating NETS Merchants during the Promotion Period, subject to a cap of S$10 in exclusive cashback per Qualified Exclusive Cashback Offer User ("Exclusive Cashback").

c) Each Qualified Exclusive Cashback Offer User will be eligible for only one Exclusive Cashback for the Exclusive Cashback Offer, regardless of the number of Scan & Pay transactions made at Participating NETS Merchants during the Promotion Period.

d) Successful Scan & Pay transactions made by Eligible Users at Participating NETS Merchants will only qualify for the Exclusive Cashback Offer and not for the Cashback Offer.

e) The Qualified Exclusive Cashback Offer User will receive the Exclusive Cashback directly to his/her Wallet Account within 60 calendar days, or on a subsequent date which DBS may in its sole discretion determine, provided the Wallet Account is not closed, frozen or suspended at the point of crediting.

f) Qualified Exclusive Cashback Offer Users will not receive any form of notification from DBS at the end of the Promotion Period, other than a Push Notification sent via DBS PayLah! Application to their mobile device informing each Qualified Exclusive Cashback Offer User that the Exclusive Cashback was credited successfully. Note
that Users need to enable DBS PayLah! Push Notifications on their mobile device settings in order to receive any Push Notifications via DBS PayLah! Application.

g) The Exclusive 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 Cashback or Exclusive Cashback (collectively referred to as “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.

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 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.

4.4. 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.

4.5. 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.

4.6. 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.

4.7. 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.

4.8. 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.

4.9. 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.

4.10. 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 not withstanding 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.