

## DBS PayLah!Palooza New User Cash Credit 2017 Promotion (“Promotion”) Terms & Conditions

### 1. The Promotion

- 1.1. The DBS PayLah!Palooza New User Cash Credit 2017 Promotion (“**Promotion**”) is organised and conducted by DBS Bank Ltd (“**DBS**”).
- 1.2. The Promotion will commence on 20 April 2017 and will end on 30 June 2017, or when all 10,000 successful registrations have been made as explained in Clause 3.4, whichever is earlier (“**Promotion Period**”).

### 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. Users will need to perform the following successfully during the Promotion Period to qualify as a qualified registration (individually a “**Qualified Registration**” and collectively, “**Qualified Registrations**”):
  - a) Download and install the DBS PayLah! Application on your mobile device;
  - b) launch the DBS PayLah! Application and register for a Wallet Account for the first time; and
  - c) enter the referral code “PAYLAH505” (“**Referral Code**”) on the “Enter Referral Code” page before completing the registration process on the DBS PayLah! Application.
- 3.2. Upon completion of the Qualified Registration, the User will be entitled to a S\$5 cash credit (“**Cash Credit**”) as a qualified User (individually a “**Qualified User**” and collectively,

“Qualified Users”).

- 3.3. Users will not qualify for the Cash Credit if they delete their existing DBS PayLah! Application and/or close their existing Wallet Account before or during the Promotion Period, and subsequently download the Application and/or successfully register for a new Wallet Account during the Promotion Period.
- 3.4. The Promotion is valid only for the first 10,000 Qualified Registrations made during the Promotion Period, based on the date and time of the Qualified Registration. Once all 10,000 Qualified Registrations have been completed, the Promotion will end.

#### **4. Cash Credit**

- 4.1. The Cash Credit will be credited to the Qualified User’s Wallet Account on the same day as the Qualified Registration, or on a subsequent date which DBS may in its sole discretion determine.
- 4.2. Each Qualified User will be credited with only one Cash Credit for this Promotion.
- 4.3. The Cash Credit is strictly non-transferable and non-assignable.

#### **5. General**

- 5.1. Notwithstanding anything herein, DBS has the absolute discretion to determine the eligibility of a participant to participate in the Promotion or receive any 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.
- 5.2. 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.
- 5.3. 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.

- 5.4. 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.
- 5.5. 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](http://www.dbs.com/privacy).
- 5.6. 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.
- 5.7. 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.
- 5.8. 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.
- 5.9. 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.
- 5.10. 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 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.