



## Terms and Conditions for Dash Giveaways at AsiaMalls Promotion

These Terms and Conditions for the Dash Giveaways at AsiaMalls Promotion (“**Promotion**”) are binding on all persons participating in the Promotion organized, conducted and operated by Telecom Equipment Pte Ltd (“**Singtel**”). By participating in the Promotion, all participants shall be deemed to have accepted and agreed to be bound by these Terms and Conditions and all decisions of Singtel, which shall be final and binding in all respects.

1. The Promotion is available on 15th November 2019 to 26th December 2019 (inclusive of both dates) (the “**Promotion Period**”).
2. Under the Promotion, and subject to these Terms and Conditions, customers who register for a new Dash account and make a minimum Eligible Dash Top Up of five dollars (\$5) with Singtel Dash Promoters at the following malls Century Square, Hougang Mall, Tampines 1 and Tiong Bahru Plaza during the Promotion Period (“**Eligible Customers**”) shall be entitled to receive a Dash pen (“**Giveaways**”), limited to 1 set of Giveaway per customer, while stocks last.
3. Redemption for the Giveaways shall be made with Singtel Dash promoters at the following roadshows on the day of making a successful registration and Dash Top Up during the Promotion Period:

<b>Dates</b>	<b>Venues</b>
23 <sup>rd</sup> & 24 <sup>th</sup> November 2019	Tiong Bahru Plaza
30 <sup>th</sup> November & 1 <sup>st</sup> December 2019	Tampines One
7 <sup>th</sup> & 8 <sup>th</sup> December 2019	Century Square
14 <sup>th</sup> & 15 <sup>th</sup> December 2019	Hougang Mall
21 <sup>st</sup> & 22 <sup>nd</sup> December 2019	Tiong Bahru Plaza

### **Eligibility**

3. To be eligible for the Promotion, Eligible Customers must:
  - a) comply at all times (including, but not limited to, in making the Eligible Dash Top Up) with the terms and conditions governing the use of Dash Balance, including, but not limited to, the Dash Terms and Conditions (which may be accessed at <https://www.dash.com.sg/terms-and-conditions/>) and Terms and Conditions for Dash –It-On Christmas Promotion 2019 (which may be accessed at <https://dash.com.sg/index.php/terms-and-conditions-festive>).
  - b) For the avoidance of doubt, participation in the Promotion is open to individuals only. Corporate or other entities shall not be eligible to participate in the Promotion.
4. All Giveaways shall be given on an “as-is” basis and are non-transferable, non-assignable, non-exchangeable and non-redeemable for cash and/or any other items. No payment or compensation whether in cash, credit or kind shall be made for any uncollected, lost, misplaced, defaced, stolen or damaged Giveaways. Singtel further reserves the right, at its absolute discretion, to remove, change or substitute any Giveaway with any other items of equivalent or similar value or otherwise, without prior notice or reason.



5. Singtel makes no warranty or representation as to the quality, value, merchantability or fitness of the Giveaways for the purpose of this Promotion and assumes no liability or responsibility for the acts or omissions of the merchants and/or suppliers of the Giveaways or any non-performance or defects in the Giveaways.

### **General**

6. By participating in the Promotion, the Eligible Customers consent to Singtel's collection, holding, storage, use, processing, transfer, disclosure and/or reporting (whether directly or indirectly) to any relevant third party, of the participants' personal data and/or information provided to Singtel, including but not limited to, for the purposes of administering the participants' registration, organizing and promoting the Promotion, or otherwise for purposes relating to the Promotion; and the Eligible Customers further consent and acknowledge that their personal data and/or information (i) will also be processed in line with Singtel's Data Protection Policy available at <http://www.dash.com.sg/terms> and (ii) may be used in accordance with Singtel's policies, terms and conditions or notices made available by Singtel from time to time.
7. Singtel reserves the right to, at its sole and absolute discretion, vary, modify and amend any of these Terms and Conditions and/or to suspend, discontinue or terminate the Promotion at any time without prior notification, or liability to any party.
8. Singtel reserves the right to determine at its sole and absolute discretion all matters arising out of or in connection with the Promotion, including the Eligible Customer's eligibility and the applicable criteria. Singtel's determination of all matters relating to this Promotion shall be final and binding and no appeal or objection on any grounds will be entertained.
9. Unless otherwise stated, this Promotion is valid with other offers, discounts, rebates, vouchers, privileges or promotions.
10. In the event of any inconsistency between these Terms and Conditions and any brochure, marketing or promotion material relating to the Promotion, these Terms and Conditions shall prevail.
11. By participating in the Promotion, each Eligible Customer agrees to fully and effectively indemnify, defend and hold harmless Singtel from and against any and all rights, demands, claims, causes of action, losses, damages, costs and expenses whatsoever that the participant may have, or which may arise, whether in whole or in part, and whether directly or indirectly, due to or arising out of participation in the Promotion. These obligations will continue to survive the expiry or termination of the Promotion.
12. To the extent permitted by law, Singtel shall not be liable in any way to any participant or any other person for any losses or damages of any kind, including but not limited to direct, indirect, incidental, consequential, special or punitive damages arising out of or in connection with the Promotion, including without limitation, 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.

13. Singtel is not an agent of any merchant or supplier of the Giveaways. The Giveaways shall be subject to such other terms and conditions as may be imposed by the relevant merchant, and you agree to be bound by such terms.
14. These Terms and Conditions shall be subject to and construed in accordance with the laws of Singapore and the participants hereby submit to the exclusive jurisdiction of the courts of the Republic of Singapore.
15. A person who is not a party to these Terms and Conditions has no right under the Contracts (Rights of Third Parties) Act of Singapore to enforce or enjoy the benefit of any provision of these Terms and Conditions.