

Terms and Conditions for Dash First Use Cashback for Dash Vending Machine at Comic Con 2019 Promotion

- 1. These Terms and Conditions for the Dash Vending Machine at Comic Con 2019 Promotion ("**Promotion**") are binding on all persons participating in the Promotion organised by Telecom Equipment Pte Ltd ("**Singtel**").
- 2. The Dash Vending Machine Promotion will apply from 7th December 2019 to 8th December 2019 (both dates inclusive). ("**Promotion Period**").
- 3. Under this Promotion and subject to these Terms and Conditions, first time eligible Dash users ("Eligible Customers") will be credited a cashback amount up to a maximum of \$2 ("Cashback") for either (i) the first Dash payment transaction of any amount made at Dash accepted merchants (excluding charity organizations and transactions made through Singtel Dash for transit on public buses and trains in Singapore); or (ii) first top up minimum \$10 Singapore Dollars of a local Singtel Prepaid Account via Singtel Dash account ("Eligible Transactions"). Each purchase at the Dash Vending Machine located at the PVP Esports Booth at Comic Con 2019 ("Vending Machine"), will also be considered an Eligible Transaction, while stock lasts
- 4. To be eligible for the Promotion:
 - (a) You must have first applied for your Dash Account before or during the Promotion Period;
 - (b) Your Dash Balance must be and remain valid, and must not for any reason be terminated and/or suspended, during the Promotion Period; and
 - (c) You must comply at all times with the terms and conditions governing your use of Dash, including, but not limited to, the Dash Terms and Conditions, Terms and Conditions for First Use Cashback (which may be accessed at <u>http://www.dash.com.sg/terms</u>).
- 5. If the eligibility criteria in paragraph 4 are met, Singtel will, on the calendar day immediately following the date on which the Eligible Transaction was made (such day, the "Credit Date"), credit to your Dash Balance, either:

(a) an amount equivalent to your first Dash payment transaction made at Dash accepted merchants (excluding charity organizations and transactions made through Singtel Dash for transit on public buses and trains in Singapore) up to \$2; or

(b) an amount of \$2 on the first top up of minimum \$10 Singapore Dollars of a local Singtel Prepaid Account via Dash, in accordance with the applicable Dash Terms and Conditions whichever is higher. Each Eligible Customer is entitled to the Cashback only once.

- 6. The Cashback is not exchangeable for cash.
- 7. This Promotion may not be combined with any other on-going promotions including without limitation, the First Use Cashback Promotion, by Singtel unless otherwise stated. Eligible Customers who qualify for this Promotion, shall not be entitled to participate in the First Use Cashback Promotion, and vice versa.
- 8. Notwithstanding any provision in these Terms and Conditions:
 - (a) Singtel shall not be required to credit the Cashback or any part thereof to your Dash Balance in connection with these Terms and Conditions, if:



- (i) at any time Singtel, at its sole and absolute discretion, suspects any fraud in relation to, and/or misuse of your Dash Balance (whether by you or any other person, with or without your knowledge);
- your Dash Balance and/or your access to or use of Dash is for any reason terminated and/or suspended during the period from the commencement of the Promotion Period to the date on which Singtel credits your Dash Balance with the Cashback pursuant to these Terms and Conditions (both dates inclusive) ("Relevant Period");
- (iii) your Dash Balance following the credit of the Cashback will exceed the wallet limit of \$999 under the Dash Terms and Conditions;
- (iv) the Promotion is terminated in accordance with these Terms and Conditions at any time during the Relevant Period; and/or
- (v) the phone number which is registered in respect of your Dash Balance is for any reason changed (whether by you or any other person, with or without your knowledge) during the Relevant Period.
- (b) Singtel shall be entitled, at Singtel's sole and absolute discretion and without notice to you, to claw-back from your Dash Balance, the Cashback which has been credited to your Dash Balance in connection with these Terms and Conditions (or any part thereof), if such amount has, in Singtel's sole opinion, been wrongfully credited to you for any reason whatsoever.
- 9. Singtel reserves the right to terminate the Promotion in its entirety and/or to vary, amend, delete or supplement any of these Terms and Conditions, at any time, in its sole absolute discretion and without prior notice to you. In the event of such termination, Singtel may at its absolute discretion elect not to award the Cashback in respect of the terminated Promotion.
- 10. Notwithstanding any other provision of these Terms and Conditions, Singtel has the sole and absolute discretion to determine the eligibility of a Customer to enter and participate in this Promotion and your entitlement to the Cashback.
- 11. Singtel's decisions on all matters relating to or in connection with this Promotion and these Terms and Conditions shall be final. No correspondence or claims will be entertained.
- 12. Singtel shall not in any event be liable in any way to you or any person for any loss, liability, damages or expense whatsoever, howsoever arising, in connection with this Promotion (including, but not limited to, that arising from or in connection with any failure or delay by Singtel to award or credit the Cashback (or any part thereof) to you or any person).
- 13. Singtel is not an agent of the Merchant. The goods and/or services purchased or obtained from the Merchant shall be subject to such other terms and conditions as may be imposed by the Merchant, and you agree to be bound by such terms.
- 14. Singtel makes no warranty or representation as to the quality, value, merchantability or fitness for purpose of the goods and/or services supplied by the Merchant and/or Singtel. Singtel also assumes no liability or responsibility for the acts or omissions of the Merchant. Any dispute about the value, condition or performance of any of such goods and/or services is to be resolved directly with the Merchant.
- 15. These Terms and Conditions are to be read in conjunction with other applicable terms and conditions, including without limitation the Terms and Conditions for First Use Cashback which can be accessed at http://www.dash.com.sg/terms). If there is any inconsistency between these Terms and Conditions



and such other applicable terms and conditions, these Terms and Conditions shall prevail to the extent of such inconsistency.

- 16. These Terms shall be subject to and construed in accordance with the laws of Singapore and you hereby submit to the non-exclusive jurisdiction of the courts of Singapore.
- 17. A person who is not a party to these Terms and Conditions has no right under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore to enforce or enjoy the benefit of any provision of these Terms and Conditions.