

## Terms and Conditions for Dash to WHYQ Campaign Promotion

- 1) These Terms and Conditions ("**Terms and Conditions**") for the Dash to WHYQ Campaign Promotion ("**Promotion**") are binding on all persons participating in the Promotion jointly organised by Telecom Equipment Pte Ltd ("**Singtel**") and WHYQ Pte. Ltd. ("**Merchant**").
- 2) The Promotion commences on 18<sup>th</sup> November 2019 and will end on 23<sup>rd</sup> November 2019 (both dates inclusive) ("**Promotion Period**").
- 3) Under the Promotion, and subject to these Terms and Conditions, eligible Dash Customers ("**Eligible Customers**") shall be entitled to up to \$5 cashback in their Dash account ("**Cashback**"), when they
  - a) Sign up for Singtel Dash using the code DASHWHYQ, all caps required ("**Referral Code**");
  - b) Add Dash Visa Card as a payment method to WHYQ; and
  - c) Make your first Dash transaction on WHYQ during the Promotion Period.
- 4) To be eligible for the Cashback:
  - a) Your Dash Balance must be and remain valid, and must not for any reason be terminated and/or suspended, during the Promotion Period.
  - b) 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 (which may be accessed at <http://www.dash.com.sg/terms>).
- 5) The first up to \$2 Cashback will be credited to your Dash Balance the next day after the Eligible transaction, and the remaining \$3 Cashback will be credited to your Dash Balance on 24<sup>th</sup> November 2019.
- 6) The Cashback is not exchangeable for cash.
- 7) This Promotion is limited to the first 1000 redemptions only and 1 redemption per Eligible Customer.
- 8) This Promotion may not be combined with any other on-going promotions offered by Singtel
- 9) 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);
    - ii) 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.
- 10) 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.
  - 11) Notwithstanding any other provision of these Terms and Conditions, Singtel has the sole and absolute discretion to determine the eligibility of an Eligible Customer to enter and participate in this Promotion and your entitlement to the Cashback.
  - 12) 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.
  - 13) 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 credit the Cashback (or any part thereof) to you or any person).
  - 14) Singtel is not an agent of any of the merchants participating in this Promotion. The goods and/or services purchased or obtained from the Merchants shall be subject to such other terms and conditions as may be imposed by the respective Merchants, and you agree to be bound by such terms.
  - 15) 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 Merchants and assumes no liability or responsibility for the acts or omissions of the Merchants. Any dispute about the value, condition or performance of any of such goods and/or services is to be resolved directly with the relevant Merchants.
  - 16) These Terms and Conditions are to be read in conjunction with other applicable terms and conditions 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.
  - 17) 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.

18) 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.