

## Terms & Conditions for Dash Agoda 5% Cashback Promotion 2021

1. These Terms and Condition for the Dash Agoda 5% Cashback Promotion ("**Promotion**") are binding on all persons participating in the Promotion organised by SingCash Pte. Ltd. ("**SingCash**").
2. The Promotion shall run for the period starting from 7 June 2021, and may, at the sole discretion of SingCash, be discontinued at any time.
3. Under the Promotion, and subject to these Terms and Conditions, an eligible Dash Customer ("**Eligible Customer**") will be entitled to receive a 5% cashback ("**Cashback**") when it successfully completes the purchase, within the Dash app, of an accommodation from Agoda Company Pte. Ltd. ("Agoda") (hereinafter each purchase shall be referred to as "**Purchase Transaction**") subject always to the following conditions:
  - a. For the avoidance of doubt, a Purchase Transaction excludes inter alia the purchase/booking of any tour package, tourist attraction ticket, mode of transportation and/or services offered by the accommodation provider.
  - b. The Cashback is computed by applying the discount to the aggregate price of the accommodation only ie it excludes inter-alia any applicable tax, service charge and/or fee imposed on the Purchase Transaction. SingCash's determination of the quantum of the Cashback payable to the Eligible Customer shall be final and binding on the Eligible Customer;
  - c. No Cashback shall be awarded on any purchase that is made other than within the Dash app; and
  - d. The Eligible Customer's Dash account must remain valid at the point of crediting of the Cashback.
4. Subject to these Terms and Conditions, SingCash will endeavour to credit the Cashback to the Eligible Customers' Dash account within thirty (30) calendar days of:
  - a. the end of the month in which payment is made by the Eligible Customer towards reservation of the accommodation, as duly confirmed by Agoda; or
  - b. the check-out date of the Eligible Customer as indicated in the accommodation reservation confirmation furnished by Agoda to SingCash, whichever shall occur later.
5. Eligible Customers are bound by (a) the [terms and conditions issued by Agoda](#) pertaining to the Purchase Transaction; and (b) [Singtel's Terms and Conditions](#) for In-App Services within Dash.
6. Notwithstanding any provision in these Terms and Conditions:
  - (a) SingCash shall not be required to credit any Cashback to the Eligible Customer's Dash account (or to pay the Eligible Customer any amount in any other form or manner) in connection with these Terms and Conditions, if:
    - (i) at any time SingCash, at its sole discretion, suspects any fraud or other unlawful or illegal activity in relation to, and/or misuse of, the Eligible Customer's Dash Account and/or any amount in your Dash Balance (whether by you or any other person, with or without your knowledge);
    - (ii) the Eligible Customer's Dash Account is for any reason terminated and/or suspended at any time leading up to the point at which the Cashback is being uploaded to the account ("**Relevant Period**");
    - (iii) the phone number which is registered in respect of your Dash Account is for any reason changed (whether by you or any other person, with or without your knowledge) during the Relevant Period;

- (iv) the Promotion is terminated at the discretion of SingCash at any time during the Relevant Period;
  - (v) at any time, SingCash reasonably believes that the Eligible Customer is involved in manipulating, rigging, abusing, cheating the underlying system or is otherwise engaged in any activity calculated to game the system or gain an unfair advantage; or
  - (vi) there is a cancellation or reversal of the successful Purchase Transaction and a refund is made to the Eligible Customer for any reason whatsoever.
- (b) SingCash shall be entitled, at its sole discretion and without prior notice to the Eligible Customer, to remove from the Eligible Customer's Dash Account, the Cashback which has been credited in connection with these Terms and Conditions (or any part thereof), if:
  - (i) the Cashback was wrongly granted to the Eligible Customer for any reason whatsoever; or
  - (ii) any of the events described in paragraphs 6(a)(i), 6(a)(iii), 6(a)(v) or 6(a)(vi) shall occur.
- 7. SingCash reserves the right, at its sole discretion and without prior notice to the Eligible Customer, to add, delete or change these Terms and Conditions at any time. Without prejudice to the foregoing, SingCash has sole and absolute discretion to determine a participant's eligibility to receive the Cashback (or any part thereof).
- 8. SingCash's decisions on all matters relating to or in connection with the Promotion, Cashback and these Terms and Conditions shall be final, including SingCash's determination as to whether a transaction qualifies as a Purchase Transaction. No appeal, correspondence or claims will be entertained. SingCash shall not in any event be liable in any way to the Eligible Customer or any other person for any direct or indirect loss, liability, damages or expense whatsoever, howsoever arising, in connection with the Promotion and/or these Terms and Conditions (including, but not limited to, that arising from or in connection with any failure or delay by SingCash to credit the Cashback (or any part thereof) to the Eligible Customer).
- 9. Unless otherwise stated, this Promotion is not valid with other offers, discounts, rebates, vouchers, privileges or promotions.
- 10. SingCash is not licenced to provide accommodation reservation services. SingCash is not an agent of Agoda and the accommodation provider and makes no representation that any due diligence was undertaken on them for the purpose of the Promotion. The products or services purchased or obtained from Agoda may be subject to such other terms and conditions as may be imposed by Agoda and the accommodation provider.
- 11. SingCash makes no warranty or representation as to the quality, value, suitability, reliability, authenticity, legality, safety, merchantability or fitness for purpose of any of the products or services sold by Agoda and the accommodation provider and assumes no liability or responsibility for any of their acts or omissions. Nothing herein shall be construed as a recommendation on or endorsement of such products or services. The Eligible Customer must understand and accept the risk of purchasing such products or services. It is advisable for the Eligible Customer to undertake further research into such products or services. The Eligible Customer shall assume all and any risk associated with dealing or entering into any transaction with them. Any complaints or disputes in relation to such products or otherwise shall be resolved directly with Agoda's [Customer Service team](#).
- 12. 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.

13. The Eligible Customer acknowledges and agrees that its use of the Dash Account shall be governed by the terms and conditions found at [www.dash.com.sg/terms](http://www.dash.com.sg/terms).
14. These Terms and Conditions shall be subject to and construed in accordance with the laws of Singapore and the Eligible Customer hereby submits to the exclusive jurisdiction of the courts 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, Chapter 53B of Singapore to enforce or enjoy the benefit of any provision of these Terms and Conditions.
16. By participating in the Promotion, the Eligible Customer consents to SingCash's collection, holding, storage, use, processing, transfer, disclosure and/or reporting (whether directly or indirectly) to any relevant third party (including Agoda), of its personal data and/or information provided to SingCash by such Eligible Customer or any relevant third party (including Agoda), for the purposes of administration of the Promotion and the Eligible Customer further consents and acknowledges that its personal data and/or information (i) will also be processed in line with the Dash Data Protection Policy available at <http://www.dash.com.sg/terms>; and (ii) may be used in accordance with SingCash's policies, terms and conditions or notices made available by SingCash from time to time. In the event that an Eligible Customer does not agree to its name and/or personal data being disclosed or used in the manner aforesaid, then such Eligible Customer is required to contact SingCash immediately.
17. In the event of any inconsistency between the terms and conditions referred to herein and these Terms and Conditions, SingCash shall make a determination as to the terms and conditions that will apply.