



## Terms and Conditions for Dash Top Referrer Promotion

The Dash Top Referrer Promotion (the “**Promotion**”) is organised by SingCash Pte Ltd (“**Singtel**”) and subject to these Terms and Conditions. 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 from 5<sup>th</sup> April 2021 at 0000hr to 31<sup>st</sup> May 2021 at 2359hr (the “**Promotion Period**”).
2. In these Terms and Conditions, the following words and expressions shall have the following meaning:

“**Referrer**” means an existing Dash customer who has referred a Friend to register for a new Dash Account under this Promotion.

“**Friend**” means a person invited by a Referrer through the Dash Application to register for a new Dash Account under the Promotion.

“**Participants**” means the persons, including Referrers and Friends, participating in the Promotion.

“**Qualifying Transaction**” shall refer to any of the following:

- (a) Purchase related transaction at any Dash accepted offline merchants where payment is made via Dash for goods and/or services (hereinafter referred to as “Offline Purchase Transaction”); or
- (b) Purchase related transaction at any Dash accepted online merchants where payment is made via Dash Virtual Prepaid Card for goods and/or services (hereinafter referred to as “Online Purchase Transaction”),

PROVIDED ALWAYS THAT none of the following transactions shall be regarded as a Qualifying Transaction:

- i. Donations to charity organisations;
- ii. Transactions made through Singtel Transit NFC SIM for public transport on buses/trains;
- iii. Settlement of a Singtel issued invoice relating to telecommunication services;
- iv. FAST/PayNow related payment;
- v. Peer to Peer transaction where funds are transferred from a Dash account to another;
- vi. Top up to a stored-value facility or e-wallet (including but not limited to EZ-Link, TransitLink, GrabPay and Dash) or any other account;
- vii. Payment made to an insurance company, including without limitation, Etiqa Insurance Pte. Ltd. and Great Eastern General Insurance Limited, or otherwise made to Dash EasyEarn and/or Dash PET accounts; and
- viii. Cash out and/or an adjustment made for a refunded or void transaction.

“**Successful Referral**” shall refer to (i) the referral by the Referrer of a Friend who has successfully registered for a new Dash Account through the Link using the Referral Code; and (ii) whose first transaction via such new Dash Account following its activation is a Qualifying Transaction, and this Qualifying Transaction is completed within the Promotion Period.

3. A Referrer may invite any number of Friends through the Dash Application to register for a new Dash Account under the Promotion. The invitations containing either a registration link (“**Link**”) or a unique referral code (“**Referral Code**”), will be sent to the Friends from the Referrer’s mobile device via



SMS/Facebook/Whatsapp or such other mode or forum of transmission as Singtel may determine in its absolute discretion ("**Invitation**").

4. Subject to these Terms and Conditions, the Referrer who is able to amass the highest number of Successful Referrals will stand to win a Huawei Matebook 13 (the "Prize") provided that out of all the Qualifying Transactions undertaken by the Friends, there must at least be one (1) Offline Purchase Transaction and one (1) Online Purchase Transaction ("**Winner**"). Singtel's determination of the winner shall be final and binding on all Participants.
5. To be eligible for the Promotion:
  - (a) Both the Referrer and Friend must have downloaded and must be using the latest version of the Dash application in sending any Invitations or making any Qualifying Transactions under this Promotion, as the case may be;
  - (b) The Dash Accounts of the Referrer and Friend must be and remain valid and must not for any reason be terminated and/or suspended, during the Promotion Period; and
  - (c) The Referrer and Friend must comply at all times (including, but not limited to, in making the Qualifying Transactions) with the terms and conditions governing the use of Dash, including but not limited to, the Dash Terms and Conditions <https://www.dash.com.sg/terms>.Employees of Singtel and any other parties who are directly involved in the Promotion may not, at the discretion of Singtel, be eligible to participate in the Promotion.
6. The Winner shall be notified by Singtel and the Prize must be collected by the Winner within fourteen 14 days of such notification, failing which the Prize will be forfeited.
7. There will only be one (1) winner for this Promotion.
8. Notwithstanding any provision in these Terms and Conditions:
  - (a) The Winner may, at the discretion of Singtel, be disqualified if:
    - (i) at any time Singtel, at its sole and absolute discretion, suspects any fraud, unlawful or illegal activity in relation to, and/or misuse of the Participant's Dash account (whether by the Participant or any other person, with or without the Participant's knowledge);
    - (ii) the Participant's Dash account and/or the Participant's access to or use of Dash is for any reason terminated and/or suspended during the period from the date of commencement of the Promotion Period to the date on which the Prize is collected by the Winner pursuant to these Terms and Conditions (both dates inclusive) ("**Relevant Period**");
    - (iii) the Promotion is terminated in accordance with these Terms and Conditions at any time during the Relevant Period;
    - (iv) the phone number which is registered in respect of the Participant's Dash account is for any reason changed (whether by the Participant or any other person, with or without the Participant's knowledge) during the Relevant Period;
    - (v) at any time, Singtel reasonably believes that the Participant 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 reversal of the successful Qualifying Transaction or a refund is made to the Referee for any reason whatsoever; or
    - (vii) the Participant is determined, at Singtel's sole discretion, to be ineligible for any reason whatsoever
  - (b) The Winner must forthwith return the Prize upon demand if Singtel, in its sole and absolute discretion, believes that the Prize has been wrongly awarded for any reason whatsoever or if any of the events in paragraph 8(a)(i), 8(a)(v), 8(a)(vi) or 8(a)(vii) shall occur.



9. The Prize is non-exchangeable for cash and/or any other items.
10. The Referrer must not make any changes or amendments to the Invitation, failing which a referral arising from a changed or amended Invitation may be regarded as unsuccessful at the discretion of Singtel. Singtel shall not be liable to the Participant for any changes or amendments to the Invitation made by the Referrer in breach of these Terms and Conditions.
11. 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 and absolute discretion and without prior notice to the Participant. In the event of such variation or termination, Singtel may at its absolute discretion elect not to award the Prize in respect of such Promotion.
12. Notwithstanding any other provision of these Terms and Conditions, Singtel has the sole and absolute discretion to determine (a) the eligibility of a Participant to enter and participate in this Promotion; (b) whether a transaction qualifies as a Qualifying Transaction; and (c) the Referrer's entitlement to the Prize. Singtel may at its sole and absolute discretion disallow or disqualify any persons from participating in the Promotion, and shall not be required to provide any reason or explanation for any of its determinations, decisions and opinions in this regard.
13. Singtel's decisions on all matters relating to or in connection with this Promotion and these Terms and Conditions shall be final. No appeal, correspondence or claims will be entertained.
14. Singtel shall not in any event be liable in any way to the Participant 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 announce the winner or award the Prize.
15. By participating in the Promotion, the Participants consent to Singtel's collection, holding, storage, use, processing, transfer, disclosure and/or reporting (whether directly or indirectly) to any relevant third party, including the Winner and Referrer, of their personal data and/or information provided to Singtel, for the purposes of administration of the Promotion (including without limitation public announcement and/or social media posting of the Winner's name and photograph of the prize presentation) and the Participants further consent and acknowledge that the Participants' 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 Singtel's policies, terms and conditions or notices made available by Singtel from time to time. In the event that a Participant does not agree to their names and/or personal data being disclosed on any forms of media, then such Participant is required to contact Singtel as soon as possible. However, such Referrer would then be required to forgo its chance of being declared the winner for the Promotion. The Winner shall be announced after the end of the Promotion Period on a day which Singtel deems fit and appropriate.
16. Where a Participant is providing Singtel with personal data of another individual, the Participant warrants that it is authorised by the individual to provide Singtel with such personal data and have obtained the written consent of the individual for the collection, use and disclosure of such personal data by Singtel in accordance with Dash Data Protection Policy available at <http://www.dash.com.sg/terms>.
17. Nothing in these Terms and Conditions is intended to, or shall be deemed to, establish any partnership, joint venture or relationship of partnership or agency between Singtel and any of the Participants. Accordingly, no Participant shall be deemed to have any authority to pledge the credit of, make any representation, or enter into any commitment or contract on behalf of Singtel. Each Participant confirms it is acting on its own behalf and not for the benefit of Singtel or any other person.



No Participant shall be construed as being an agent or employee of Singtel by virtue only of these Terms and Conditions or this Promotion.

18. Singtel is not an agent of any Dash accepted merchant and makes no representation that any due diligence was undertaken on such a merchant for the purpose of the Promotion. The goods and/or services purchased or obtained from the Merchant may be subject to such other terms and conditions as may be imposed by the merchant.
19. Singtel makes no warranty or representation as to the quality, value, safeness, durability, reliability, capabilities, functionalities, authenticity, legality, merchantability or fitness for purpose of any of the goods or services sold by the merchant and the Prize and assumes no liability or responsibility for any of the acts or omissions of the merchant. The Referee shall assume all and any risk associated with dealing or entering into any transaction with the merchant including (without limitation) the security, stability and robustness of the merchant's payment platform. Any complaints or dispute whether in relation to the value, condition or performance of any of such goods and/or service or otherwise shall be resolved directly with the merchant.
20. The Participants shall indemnify and hold harmless Singtel against any and all damages, losses, costs (including legal costs) incurred by Singtel in connection with or in relation to any breach by the Participant of its obligations and warranties under these Terms and Conditions.
21. 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.
22. These Terms shall be subject to and construed in accordance with the laws of Singapore and the Participant hereby submits to the exclusive jurisdiction of the courts of Singapore.
23. 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.