

Terms and Conditions for VIA – AFTER YOU Promotion

- These Terms and Conditions ("Terms and Conditions") for the VIA AFTER YOU Promotion ("Promotion") are binding on all persons participating in the Promotion jointly organised and conducted by Telecom Equipment Pte Ltd (holder and issuer of the DASH mobile wallet) and Cross Border Payments Pte Ltd (operator of the VIA cross border payment gateway) (together, the "Organisers").
- 2. The Promotion commences on 15 November 2018 and will end on 31 May 2019 (both dates inclusive) ("**Promotion Period**").
- 3. During the Promotion Period, and subject to these Terms and Conditions, eligible Dash customers ("**Eligible Customers**") who spend a minimum of THB 200 at After You outlets ("**Merchant**") through the VIA QR Code cross border payment gateway using Dash shall be entitled to receive a free cup of Royal Thai Milk Tea ("**Free Gift**").
- 4. The Promotion is limited to the first 500 redemptions only and is not available at After You Durian at Siam Paragon. The Free Gift is subject to availability and is non-exchangeable, non-transferable, non-assignable and non-redeemable for cash and/or any other items.
- 5. To be eligible for the Promotion:
 - (a) The Eligible Customer's Dash Balance must be and remain valid, and must not for any reason be terminated and/or suspended, during the Promotion Period; and
 - (b) The Eligible Customer must comply at all times with the terms and conditions governing the use of Dash, including, but not limited to, the Dash Terms and Conditions (which may be accessed at <u>http://www.dash.com.sg/terms</u>).
- 6. The Organisers are not agents of the Merchant or the supplier(s) of the Free Gifts. The purchased items/Free Gifts shall be subject to such other terms and conditions as may be imposed by the Merchant and/or suppliers of the purchased items/Free Gifts, and you agree to be bound by such terms.
- 7. The Organisers make no warranty or representation as to the quality, value, merchantability or fitness for purpose of the purchased items/Free Gifts and assumes no liability or responsibility for the acts or omissions of the Merchant(s) and/or suppliers of the purchased items/Free Gifts. Any dispute about the value, condition or performance of any of the purchased items/Free Gifts is to be resolved directly with the relevant Merchant(s) and/or suppliers of the purchased items/Free Gifts.
- 8. Unless otherwise stated, this Promotion is not valid with other offers, discounts, rebates, vouchers, privileges reward stamps or promotions by the Merchant.
- 9. The Organisers reserve 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 and without liability to any party.
- 10. Notwithstanding any other provision of these Terms and Conditions, The Organisers have the sole and absolute discretion to determine the eligibility of an Eligible Customer to enter and participate in this Promotion.
- 11. The Organisers' 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. The Organisers shall not in any event be liable in any way to you or any person for any loss, liability, damages or expense whatosever, howsoever arising, in connection with this Promotion.
- 13. By participating in the Promotion, you hereby agree and authorize each of the Organisers, to use at its discretion, without further compensation to the Eligible Customers, any of their names, photographs, and any likeness of them, for publicity (where not prohibited by written law).
- 14. 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 or any brochure, marketing or promotion material relating to the Promotion, these Terms and Conditions shall prevail to the extent of such inconsistency.
- 15. 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.
- 16. 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.