



Terms and Conditions for Dash Merchant-Get-Member Program

The Dash Singtel Merchant-Get-Member Program (the “**MGM Program**”) is organised by Telecom Equipment Pte Ltd (“**Singtel**”) and subject to these Terms and Conditions. By participating in the MGM Program, 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. In these Terms and Conditions, the following words and expressions shall have the following meaning:

“**Referrer**” means a merchant (including existing merchants of Singtel), who has referred a Friend to sign up for a new Dash account under this MGM Program.

“**Friend**” means a person invited by a Referrer to sign up for a new Dash account under the MGM Program.

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

“**Qualifying Transaction**” shall refer to a successful Transaction via Dash (inclusive of any transactions made through the Dash Visa Virtual Account) at any of Dash-accepting merchants for payment of goods and services (excluding donations, peer-to-peer transfers and any remittance made via Dash) made by the Friend via the Dash Account within 30 days after registration of the Dash Account.

2. A Referrer shall be provided with a unique referral code (“**Referral Code**”) which should be used by Friends invited by the Referrer to sign up for new Dash accounts under the MGM Program.
3. Subject to these Terms and Conditions, a Referrer shall be entitled to receive a \$5 Referral Incentive (“**Referral Incentive**”) for each Friend referred by him/her who has successfully signed up for a new Dash account using the Referral Code under the MGM Program and who have made a Qualifying Transaction (“**Successful Sign Up**”).
4. The Friend cannot be the same person as the Referrer.
5. Within 7 days after the end of each calendar month, Singtel will provide the Referrer a statement setting out the amount of Referral Incentive payable to the Referrer for Successful Sign Ups in the preceding month (“**Statement**”). The Referrer shall issue an invoice to Singtel for such Referral Incentives in accordance with the Statement. Singtel will make payment for such Referral Incentives within 30 days of receiving the invoice from the Referrer.
6. Notwithstanding any provision in these Terms and Conditions:
 - (a) Singtel shall not be required to pay the Referral Incentive or any part thereof to the Referrer 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 the Friend’s Dash Account (whether by Friend or any other person, with or without the Referrer’s knowledge);
 - (ii) the Friend’s Dash Account and/or his/her access to or use of Dash is for any reason terminated and/or suspended during the period from the date of commencement of the MGM Program Period to the date of payment of the Referral Incentive by Singtel (“**Relevant Period**”); or



- (iii) the MGM Program is terminated in accordance with these Terms and Conditions at any time during the Relevant Period.
 - (b) The Referral Incentive, or any part thereof that is not paid for such reasons in (a) above shall be forfeited at the sole and absolute discretion of Singtel, and the Participants shall not be entitled to any compensation for the same.
 - (c) Singtel shall be entitled, at Singtel's sole and absolute discretion and without notice to Referrer, to claw-back from the Referrer the Referral Incentive which has been paid to the Referrer in connection with these Terms and Conditions (or any part thereof), if such amount has, in Singtel's sole opinion, been wrongfully paid to the Referrer for any reason whatsoever.
- 7. The Referral Incentive is non-transferable, non-assignable and non-exchangeable for any other items. Singtel may deduct from, or set-off against any Referral Incentive which they must pay to the Referrer under these Terms and Conditions (or any part thereof) against any amount payable by the Referrer to Singtel or any company within the Singtel Group.
- 8. For avoidance of doubt, Referral Incentives will only be payable to the Referrer whose Referral Code has been used by the Friend during the Successful Sign Up. By using the Referral Code, the Friend agrees to the Terms and Conditions of this MGM Program.
- 9. Singtel reserves the right to terminate the MGM Program 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 Referral Incentive in respect of the terminated MGM Program.
- 10. Notwithstanding any other provision of these Terms and Conditions, Singtel has the sole and absolute discretion to determine the eligibility of a Referrer to enter and participate in this MGM Program and the Referrer's entitlement to the Referral Incentive. Singtel may at its sole and absolute discretion disallow or disqualify any persons from participating in the MGM Program, and shall not be required to provide any reason or explanation for any of its determinations, decisions and opinions in this regard.
- 11. Singtel's decisions on all matters relating to or in connection with the Statement, this MGM Program 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 the Participants or any person for any loss, liability, damages or expense whatsoever, howsoever arising, in connection with this MGM Program (including, but not limited to, that arising from or in connection with any failure or delay by Singtel to pay the Referral Incentive (or any part thereof) to the Referrer or any person).
- 13. By participating in the MGM Program, 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 Referrer, of the Participants' personal data and/or information provided to Singtel, for the purposes of administration of the MGM Program; 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.



14. Where the Referrer provides Singtel with personal data of another individual, the Referrer warrants that the Referrer is authorised by the individual to provide Singtel with such personal data on his/her behalf and have obtained the 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>.
15. 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 MGM Program.
16. The Participants shall indemnify and hold harmless Singtel and/or its affiliates 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.
17. 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.
18. 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.
19. 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.