

The Great Singapore ATM Card Upgrade Terms and Conditions

These terms and conditions govern the Draw. Participation in the Draw constitutes acceptance of these terms and conditions.

1. Eligibility

- 1.1 'The Great Singapore ATM Card Upgrade Lucky Draw' ("Draw") is conducted by DBS Bank Ltd ("DBS") and is open to selected customers ("Eligible Customers") (except those persons listed under Clause 1.2):
- a) Existing DBS/POSB ATM cardholders, as of 31 August 2013, and whose card accounts are valid, subsisting and in good standing as may be determined by DBS at its sole and absolute discretion, or
 - b) New DBS/POSB customers who open a new DBS/POSB current/savings account from 1 September 2013 to 31 December 2014.
- 1.2 The following persons are not entitled to participate and are disqualified from the Draw:
- a) Customers whose card accounts have been suspended, cancelled or terminated by DBS at any time during the Qualifying Period (as defined below);
 - b) Employees of DBS/POSB (permanent and temporary) and their immediate family members;
 - c) Employees or staff of vendors, advertising agencies or external auditors of DBS and any other parties which are directly involved in organising, promoting or conducting the Draw; and
 - d) DBS/POSB Debit Card applicants who are below the age of 16 years old at the point of card application.

2. Qualifying Period, Draw and Draw Date

- 2.1 The qualifying period for the Draw is from 1 May 2013 to 31 December 2014 ("Qualifying Period"), both dates inclusive.
- 2.2 The Draw is comprised of the following:
- a) Seven (7) Bi-monthly lucky draws ("Bi-monthly Draw") to be conducted on 13 November 2013, 15 January 2014, 12 March 2014, 14 May 2014, 16 July 2014, 10 September 2014 and 12 November 2014 respectively (each a "Bi-monthly Draw Date"); and
 - b) One (1) grand lucky draw ("Grand Draw") to be conducted on 23 January 2015 ("Grand Draw Date").

The term "Draw Date" as used in these terms and conditions, and all references to the Draw Date, shall for all purposes refer to the Bi-monthly Draw Date and the Grand Draw Date.

- 2.3 Unless DBS notifies otherwise, the Draw will be conducted in the presence of external auditors on the Draw Date at 3pm (or on such other dates or time as DBS may determine at its sole and absolute discretion) at 12 Marina Boulevard, DBS Asia Central @ MBFC Tower 3, Singapore 018982, or at such other venue as may be determined by DBS.
- 2.4 The winners of the Bi-monthly Draw and the Grand Draw will be published on POSB website, in a local English-language newspaper within seven (7) calendar days from the Draw Date. The winners will also be notified by ordinary post within fourteen (14) working days from the respective Draw Dates, at the winners' mailing address in DBS' records.

3. Allocation of Lucky Draw Chances

3.1 To qualify for the Draw, Eligible Customers must successfully perform the following transaction:

- a) For existing DBS/POSB ATM cardholders, such Eligible Customers must terminate their existing DBS/POSB ATM Card and successfully perform either of the following:
- (i) activate their new DBS/POSB Debit Card or DBS/POSB Chip ATM Card during the Qualifying Period; or
 - (ii) link their DBS/POSB current/savings account to their existing DBS/POSB Credit Card during the Qualifying Period;

AND

- b) For new DBS/POSB customers, such Eligible Customers must open a new DBS/POSB current/savings account from 1 September 2013 to 31 December 2014, and apply for and successfully activate their new DBS/POSB Chip ATM Card or Debit Card during the Qualifying Period.

The term "Qualified Cards" as used in these terms and conditions, and all references to the Qualified Cards, shall for all purposes refer to the DBS/POSB Debit Card and/or DBS/POSB Chip ATM Card and/or POSB/DBS Credit Card.

3.2 Draw chances will be allocated in the following manner:

- a) One (1) Draw chance will be allocated to every Eligible Customer who have successfully performed the transaction(s) under Clause 3.1 by 31 December 2014, subject to the following:
- each Eligible Customer is only entitled to one (1) Draw chance for any and all transactions performed under Clause 3.1, regardless of the number of successful transactions performed during the Qualifying Period;
 - each Eligible Customer having multiple existing DBS/POSB ATM Cards are entitled to a maximum of one (1) Draw chance per terminated card by fulfilling either Clause 3.1(a)(i) or (a)(ii); and
 - each Eligible Customer who have successfully opened multiple new DBS/POSB current/savings accounts are entitled to a maximum of one (1) Draw chance per new DBS/POSB Chip ATM Card or Debit Card activated under Clause 3.1(b);

AND/OR

- b) One (1) Draw chance will be allocated to every Eligible Customer for every S\$50 retail transaction via NETS, Visa, MasterCard or American Express® charged to any Qualified Card during the Qualifying Period. Retail transaction excludes bill payments, cash withdrawals, fund transfer, card fees and late charges; (collectively the "Draw Chances").

3.3 Draw Chances under Clause 3.2 are computed and allocated every 2 full calendar months. Allocated Draw Chances are cumulative, and entitles the Eligible Customers to participate in both the Bi-monthly Draw and the Grand Draw.

Draw Chances computation and allocation period	Draw Dates	
1 May 2013 - 31 October 2013	13 November 2013	Bi-monthly Draw
1 November 2013 - 31 December 2013	15 January 2014	Bi-monthly Draw
1 January 2014 - 28 February 2014	12 March 2014	Bi-monthly Draw
1 March 2014 - 30 April 2014	14 May 2014	Bi-monthly Draw
1 May 2014 - 30 June 2014	16 July 2014	Bi-monthly Draw
1 July 2014 - 31 August 2014	10 September 2014	Bi-monthly Draw
1 September 2014 - 31 October 2014	12 November 2014	Bi-monthly Draw
1 November 2014 - 31 December 2014	23 January 2015	Grand Draw

4. The Prizes and Winners

- 4.1 Subject to the terms herein, the number of winners and prizes for the Draw are as follows:
- a) For each Bi-monthly Draw (save for the Bi-Monthly Draw where the Draw Date falls on 15 January 2014), there will be one hundred (100) winners of S\$1,000 cash each ("Bi-monthly Draw Prize");
 - b) For the Bi-Monthly Draw where the Draw Date falls on 12 March 2014, there will be one hundred (100) winners of S\$2,000 cash each ("Special Bi-monthly Draw Prize"); and
 - c) For the Grand Draw, there will be one (1) winner of S\$500,000 cash ("Grand Prize").

The term "Prize" as used in these terms and conditions, and all references to the Prize, shall for all purposes refer to the Bi-monthly Draw Prize, Special Bi-monthly Draw Prize and the Grand Prize.

- 4.2 Eligible Customers can win a maximum of one (1) S\$1,000 cash only in the Bi-monthly Draw except for the Bi-Monthly Draw where the Draw Date falls on 12 March 2014 ("Special Bi-monthly Draw"), Eligible Customers can win a maximum of one (1) S\$2,000 cash only in the Special Bi-monthly Draw. For the avoidance of doubt, an Eligible Customer who is a winner in the Bi-monthly Draw or the Special Bi-monthly Draw will still be eligible to participate in the Grand Draw to win the Grand Prize.

The term "Winner" as used in these terms and conditions, and all references to the Winner, shall for all purposes refer to the Bi-monthly Draw Prize winners, Special Bi-monthly Draw Prize winners and the Grand Prize winner.

- 4.3 Subject to Clause 2.3, the Winners will be randomly drawn from the pool of entries by means of a computerized draw under the supervision of an external auditor on the Draw Date(s). DBS shall have the right to draw a "reserve winner" to replace any Winner drawn who is subsequently disqualified.
- 4.4 Prizes are strictly non-redeemable for credit, non-transferable, non-assignable, non-exchangeable and non-replaceable if lost, or stolen.
- 4.5 Every Winner's eligibility to participate in the Draw is subject to verification, and in the event that a Winner is verified by DBS to be ineligible to participate in the Draw, DBS shall have the right to disqualify that Winner without notice, and award his/her Prize to a reserve winner.
- 4.6 A Winner who has been awarded a Prize shall not be entitled to any compensation, benefits or substitution in any form whatsoever in lieu of the Prize and/or should any Prize be forfeited or reclaimed.
- 4.7 The Winners consent to DBS disclosing and/or publishing their names, particulars and pictures/photographs in any manner which DBS may deem fit for publicity purposes. The Winners shall cooperate with and participate in such publicity activity organised by DBS without any compensation whatsoever and in such manner as DBS deems fit. In addition, participation in this Draw is deemed express consent to disclosure of the participant's personal particulars to any person or entity involved in organizing, promoting or conducting the Draw for purposes of the Draw. The failure by any Winner to comply with this clause shall result in his/her disqualification as a winner and to receive the Prize.
- 4.8 If DBS subsequently determines that a person is in fact not eligible for the Prize or to participate in the Draw, for any reason whatsoever, DBS may at its discretion reclaim the Prize and award or dispose of it in such manner and to such person(s) as DBS deems fit in its sole discretion. Each participant hereby authorizes and consents to DBS debiting the cash value of the Prize from any of his/her DBS/POSB Current/ Savings account(s).

- 4.9 The Prize(s) must be issued in the Winner's name. The Prizes will be credited to the Winners' primary accounts which are linked to the Qualified Cards within three (3) weeks from the date of publication of the Draw results.

5. General Terms and Conditions

- 5.1 DBS will not be responsible for any injuries, loss, claim or damage suffered or incurred in connection with the Prizes, the Draw (including but not limited to any error in computing any qualifying transaction, any breakdown or malfunction in any computer system or equipment) and/or any notices, letters or correspondence lost, stolen or misdirected in the postal system or telecommunication system, and the consequences arising from the non-receipt of such communication.
- 5.2 By participating in this Draw, participants agree to release and hold DBS harmless from any and all liability whatsoever for any injuries, losses or damages of any kind to any person or property arising from or in connection with, either directly or indirectly;
- a) the awarding, acceptance, receipt, possession, use or misuse of any Prize or parts thereof awarded pursuant to the Draw; and
 - b) the participation in the Draw or any prize-related activities.
- 5.3 Notwithstanding anything herein, DBS has the absolute discretion to determine the eligibility of a customer to participate in the Draw or receive a Prize. DBS' decision on all matters relating to the Draw (including but not limited to the number of Draw Chances to be awarded to any customer, and the selection of the Winners) shall be final and binding on all participants. Except for the notification letters issued by DBS pursuant to Clause 2.4 (after any verification as may be required has been completed), DBS shall not be obliged to enter into any correspondence on any matter with any party concerning the Draw.
- 5.4 DBS may vary these terms and conditions, or withdraw or terminate the Draw at any time without any notice or liability to any party. In the event of any inconsistency between these terms and conditions and any brochures, marketing or promotional materials relating to the Draw, these terms and conditions shall prevail.
- 5.5 These terms and conditions shall be read in conjunction with the DBS Cards General Promotions Terms and Conditions. In the event of any inconsistency, these terms and conditions shall prevail insofar as they apply to the Draw. The DBS Cards General Promotions Terms and Conditions is available at www.dbs.com.sg.
- 5.6 These terms and conditions shall be governed by and construed in accordance with the laws of Singapore, and participants irrevocably submit to the exclusive jurisdiction of the Singapore courts.
- 5.7 A person who is not a party to these terms may not enforce any of them under the Contracts (Rights of Third Parties) Act (Chapter 53B) and notwithstanding any terms herein, the consent of any third party is not required for any variation of the terms of the Draw (including any release or compromise of any liability) or termination of the Draw.