

## Terms and Conditions for Dash Foodpanda Promotion

- 1. These Terms and Conditions ("Terms and Conditions") for the Dash Foodpanda Promotion ("Promotion") are binding on all persons participating in the Promotion jointly organised, conducted and operated by Telecom Equipment Pte Ltd ("Singtel") and Food Panda Singapore Pte Ltd ("Foodpanda").
- 2. The Promotion commences on 30 April 2018 and will end on 15 May 2018 (both dates inclusive) ("Promotion Period").
- 3. Under the Promotion, and subject to these Terms and Conditions,
  - (i) new Foodpanda customers shall be entitled to receive a \$10 discount off their first Foodpanda transaction (applicable only for transactions of minimum \$25 only) made via Dash during the Promotion Period, and limited to the first 300 redemptions; and
  - (ii) existing Foodpanda customers shall be entitled to receive a \$3 cashback off their Foodpanda transaction ("**Cashback**") (applicable only for transactions of minimum \$25 only) made via Dash during the Promotion Period, and limited to the first 300 redemptions and to 1 redemption per customer only.
- 4. To be eligible for the Promotion, the applicable Promo Code below ("**Promo Code**") must be applied upon check out and payment for the Eligible Transaction must be made through Dash via Dash Visa Virtual Account, in accordance with the applicable Dash Terms and Conditions and Terms and Conditions for Dash Visa Virtual Account (which may be accessed at <a href="http://www.dash.com.sg/terms">http://www.dash.com.sg/terms</a>):

Customer Type	Promo Code
New Customer	SDFPNEW

- 5. The Terms of Use set out at <a href="https://www.foodpanda.sg/contents/terms-and-conditions.htm">https://www.foodpanda.sg/contents/terms-and-conditions.htm</a> shall apply to all Foodpanda transactions and uses of the Promo Code. Foodpanda reserves the right to amend Terms of Use or to cancel or reject use of the Promo Code at any time.
- 6. Only 1 Promo Code may be applied for each Foodpanda transaction. The Promo Code may not be applied jointly with any other promotional codes.
- 7. This Promotion may be combined with any other on-going promotions offered by Singtel. Unless otherwise stated, this Promotion is not valid with other offers, discounts, rebates, vouchers, privileges or promotions by the Merchant.
- 8. To be eligible for the Discount/Cashback:
  - (a) Your Dash Balance must be and remain valid, and must not for any reason be terminated and/or suspended, during the Promotion Period.
  - (b) You must comply at all times with the terms and conditions governing your use of Dash, including, but not limited to, the Dash Terms and Conditions (which may be accessed at <a href="http://www.dash.com.sg/terms">http://www.dash.com.sg/terms</a>).
- 9. The Discount is not exchangeable for cash. The Cashback may be credited to your Dash Balance by within one day of the relevant transaction.



- 10. Notwithstanding any provision in these Terms and Conditions:
  - (a) Singtel shall not be required to credit the Cashback or any part thereof to your Dash Balance 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 your Dash Balance (whether by you or any other person, with or without your knowledge);
    - (ii) your Dash Balance and/or your access to or use of Dash is for any reason terminated and/or suspended during the period from the commencement of the Promotion Period to the date on which Singtel credits your Dash Balance with the Cashback pursuant to these Terms and Conditions (both dates inclusive) ("Relevant Period");
    - (iii) your Dash Balance following the credit of the Cashback will exceed the wallet limit of \$999 under the Dash Terms and Conditions:
    - (iv) the Promotion is terminated in accordance with these Terms and Conditions at any time during the Relevant Period; and/or
    - (v) the phone number which is registered in respect of your Dash Balance is for any reason changed (whether by you or any other person, with or without your knowledge) during the Relevant Period.
- 11. Notwithstanding any provision in these Terms and Conditions, Singtel shall be entitled, at Singtel's sole and absolute discretion and without notice to you, to claw-back from your Dash Balance, the Discount/Cashback which has been granted to you in connection with these Terms and Conditions (or any part thereof), if such Discount/Cashback has, in Singtel's or Foodpanda's sole opinion, been wrongfully granted to you for any reason whatsoever.
- 12. 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 absolute discretion and without prior notice to you. In the event of such termination, Singtel may at its absolute discretion elect not to grant you the Discount/Cashback in respect of the terminated Promotion.
- 13. Notwithstanding any other provision of these Terms and Conditions, Singtel has the sole and absolute discretion to determine the eligibility of an Eligible Customer to enter and participate in this Promotion and your entitlement to the Discount/Cashback.
- 14. Single's 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.
- 15. Singtel is not an agent of Foodpanda. Goods purchased from or through Foodpanda ("Relevant Goods") shall be subject to such other terms and conditions as may be imposed by Foodpanda and/or the respective suppliers or merchants for such goods ("Merchants"), and you agree to be bound by such terms.
- 16. Singtel makes no warranty or representation as to the quality, value, merchantability or fitness for purpose of the Relevant Goods and assumes no liability or responsibility for the acts or omissions of the Merchants. Any dispute about the value, condition or performance of any of the Relevant Goods is to be resolved directly with the relevant Merchants.
- 17. Singtel 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.



- 18. These Terms and Conditions are to be read in conjunction with other applicable terms and conditions which can be accessed at <a href="http://www.dash.com.sg/terms">http://www.dash.com.sg/terms</a>). 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.
- 19. 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.
- 20. 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.