



## Terms and Conditions for VIA – MBK Food Island Promotion

1. These Terms and Conditions ("**Terms and Conditions**") for the VIA – MBK Food Island 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 platform) (together, the "**Organisers**").
2. The Promotion commences on 15 November 2018 and will end on 15 February 2019 (both dates inclusive) ("**Promotion Period**").
3. During the Promotion Period, and subject to these Terms and Conditions, eligible Dash customers ("**Eligible Customers**") will be entitled to free additional credit of THB 20 ("**Free Gift**") for every successful top up of THB 100 or more for their MBK Food Island Card. Payment of the top up must be made through the VIA cross border payment platform via Dash using QR .
4. The Promotion is only valid at MBK Food Island at MBK Centre Bangkok ("**Merchant**"). Only 1 redemption may be made per successful top up transaction. The Free Gift is non-exchangeable, non-transferable, non-assignable and non-redeemable for cash and/or any other items and valid only on day of purchase.
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 <http://www.dash.com.sg/terms>).
6. The Organisers are not agents of the Merchant or the supplier(s) of the MBK Food Island Card/Free Gifts. The use of the MBK Food Island Card shall be subject to such other terms and conditions as may be imposed by the Merchant, 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 MBK Food Island Card/Free Gifts and assumes no liability or responsibility for the acts or omissions of the Merchant. Any dispute about the value, condition or performance of the MBK Food Island Card /Free Gifts is to be resolved directly with the relevant Merchant.
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. You may refer to <https://www.viaconnects.com/deals> for the latest updated Terms and Conditions for this Promotion.
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 whatsoever, 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> and <https://www.viaconnects.com/deals>). 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.