

**TERMS & CONDITIONS**  
**Singapore Youth Olympic Games DBS Visa Prepaid Card**

**Definitions:**

1. "Act" means the Payment Systems (Oversight) Act 2006;
2. "Activation" refers to the act of unblocking the Card for use at Appointed Activation Channels and the words "activate" and "activated" shall be construed accordingly;
3. "Appointed Activation Channels" refers to the channels through which a Card can be activated as more particularly described in Clause 2.2.3;
4. "Appointed Refund Channels" refers to the channels through which a refund of the Stored Value of a Card can be obtained as more particularly described in Clause 2.5;
5. "Appointed Distribution Channels" refers to the channels through which a Card can be purchased as listed under Column H of Schedule A;
6. "Appointed Top-Up Channels" refers to the channels through which the Stored Value of a Card can be loaded or topped-up as more particularly described in Clause 2.4;
7. "Approved Bank" shall have the same meaning ascribed to it under the Act;
8. "Approved Holder" shall have the same meaning ascribed to it under the Act;
9. "Card" refers to the Singapore Youth Olympic Games DBS Visa Prepaid Card and includes by reference any of the card types listed under Column A of Schedule A;
10. "Cardholder" refers to any person who is in possession of and/or uses the Card;
11. "DBS" refers to DBS Bank Ltd;
12. "DBS Prepaid Card Hotline" means +65 6773 7243 or such other telephone number as may be designated by DBS from time to time;
13. "DBS Prepaid Card Portal" means the DBS Prepaid Card website portal at [www.dbs.com](http://www.dbs.com);
14. "Expiry Date" shall mean the expiry date as more particularly set out in Clause 1.6.
15. "Maximum Load Value" refers to the maximum monetary value which may be stored on a Card at any one time as listed under Column D of Schedule A;
16. "POSB" refers to POSB Bank;
17. "Stored Value Facility" shall have the same meaning ascribed to it under the Act;
18. "Stored Value" refers to the monetary value which is stored on a Card at any one time;
19. "Refund" refers to the full redemption of the Stored Value of a Card at Appointed Refund Channels and the word "refunded" shall be construed accordingly;
20. "SingPost" refers to the post offices in Singapore that are operated by Singapore Post Limited;
21. "SYOGOC" refers to the Singapore Youth Olympic Games Organizing Committee;

22. "Service Charges" refers to the fees and/or charges payable by a Cardholder to DBS in relation to the use of the Card as more particularly set out in Schedule B;
23. "Terms & Conditions" refers to the terms and conditions set out herein, as may from time to time be changed by DBS in accordance with Clause 6;
24. "Visa" refers to Visa Worldwide Pte Ltd;
25. "VPS" refers to Visa Processing Services Pte Ltd;
26. "Widely Accepted Stored Value Facility" shall have the same meaning ascribed to it under the Act.

## **1. THE SINGAPORE 2010 YOUTH OLYMPIC GAMES DBS VISA PREPAID CARD**

- 1.1. The Card is a proprietary form of a Visa Prepaid Card which is designed exclusively for the Singapore 2010 Youth Olympic Games and is issued by DBS under trademarks/brand names licensed by Visa and the SYOGOC.
- 1.2. By purchasing and/or using the Card, the Cardholder expressly agrees to be bound by these Terms & Conditions.
- 1.3. The Card is approved as a Widely Accepted Stored Value Facility under the Act. The Card is not linked to nor does it access, in any way, any checking or other accounts with DBS. The Card is not legal tender and is not a credit card, or a security. No interest will be paid on any amount transferred or loaded onto a Card.
- 1.4. The Card is approved as a Widely Accepted Stored Value Facility under the Act. The Card is not linked to nor does it access, in any way, any checking or other accounts with DBS. The Card is not legal tender and is not a credit card, or a security. No interest will be paid on any amount transferred or loaded onto a Card.
- 1.5. The Card is a Widely Accepted Stored Value Facility under the Act. As the Approved Bank and the Approved Holder of the aforesaid approved Widely Accepted Stored Value Facility, DBS is responsible for the operation of the Stored Value Facility and is also fully liable to Cardholders for the Stored Value of the Card as provided for under the Act.
- 1.6. The Card will be valid for use from the date printed on the Card until 31 December 2011.

## **2. PURCHASING AND USING THE CARD**

### **2.1. Purchasing the Card:**

- 2.1.1 The Card can be purchased online via the DBS Prepaid Card Portal or from Appointed Distribution Channels. Cards which are purchased via the DBS Prepaid Card Portal will be delivered to the specified addresses in Singapore only. Card sales from all distribution channels will cease from 1<sup>st</sup> Jan, 2011
- 2.1.2 At the time of purchase of the card, the Cardholder should print the online transaction reference (for Cards purchased via the DBS Prepaid Card Portal) or sign the sales transaction receipt (for Cards purchased through Appointed Distribution Channels) for his/her records.
- 2.1.3 A purchaser of a Card will need to pay a Card purchase fee (inclusive of GST) independent of any amount to be paid in respect of the initial load value. Different Card purchase fees and initial load values will apply depending on the type of the Card purchased, as more particularly specified in Columns C and E of Schedule A.

## 2.2 **Signing and Activating the Card:**

- 2.2.1 Before using the Card, the Cardholder must sign on the back of the Card. Once the Card is signed, it is non-transferable. The Cardholder should not give his/her Card to anyone else to use once he/she has signed the back of it. The Cardholder should not sign the Card if he/she intends to give it to another person. The person who signs the Card should be the person who uses it.
- 2.2.2 Whilst signing the Card ensures that the Card is personal to the Cardholder, it should not be taken or construed in any way that the unauthorized usage of the Card will not occur. Cardholders are ultimately responsible for the care and safekeeping of their Cards and DBS shall not in any way be responsible or liable to a Cardholder for any unauthorized usage even where there is a discrepancy between the signatures appearing on the Card and any corresponding sales transaction receipt. The Cardholder agrees and understands that any discrepancy between the signature appearing on the Card and the corresponding sales receipt shall not by itself be a ground for disputing the validity of any transaction effected through the use of the Card.
- 2.2.3 Upon signing the Card, the Cardholder will need to activate the Card through one of the following Appointed Activation Channels before the Card can be used:
- (a) Online via the DBS Prepaid Card Portal; or
  - (b) DBS/POSB ATMs (applicable with effect from June 2010 and only to Cardholders with existing current or savings accounts with DBS/POSB); or
  - (c) AXS Stations.
- 2.2.4 At the point of Activation, the Cardholder will be required to complete a simple registration of his/her personal details including, but not limited to, the Cardholder's name, mailing address and valid mobile phone number, and to key in the Activation Code:
- (a) For Cards that are purchased over-the-counter through Appointed Distribution Channels, the Cardholder will have to key in the Activation Code found in the Card pack during the Activation step.
  - (b) For Cards purchased online, the Cardholder will have to key in the Activation Code which will be the Cardholder's mobile phone number which was registered by him/her during the Activation step.
- 2.2.5 To complete the Activation process, a one-time PIN will be sent to the Cardholder's registered mobile phone number and must be keyed in as a validation check. The Card can be used if, and only if, Activation is successful.
- 2.2.6 Each registered mobile phone number can only be used to activate a maximum of 5 Cards.

2.3. **Using the Card:**

2.3.1 **Purchase of Goods and/or Services:**

- (a) The Cardholder may use the Card as a means of payment for goods and/or services from merchants that accept Visa cards up to the amount of its Stored Value. The Cardholder, however, cannot use his/her Card to make pre-authorized regular payments.
- (b) The amount of any purchase will be deducted from the Stored Value of the Card. If the amount of the Cardholder's purchase is greater than the remaining Stored Value of the Card, the difference can be paid with another form of payment which is acceptable to the merchant.
- (c) Some merchants, such as restaurants and hotels, may obtain an authorization/approval on the Card for an amount up to 15% more than the total bill to cover any tip/ gratuity that the Cardholder may add to the purchase. Merchants such as restaurants, hotels, car rental agencies, cruise lines and petrol kiosks may also secure an authorization/approval on the Card in excess of the estimated purchase amount to ensure that adequate funds are available to cover the final purchase. The entire amount of the authorization/approval will remain unavailable until the actual transaction posts (typically within 3 business days), although only the amount which the Cardholder actually authorises will be deducted from the Stored Value of the Card.
- (d) Any transaction attempted for more than the Stored Value of the Card will be declined. It is the Cardholder's responsibility to ensure that there is sufficient Stored Value in his/her Card to effect any contemplated transaction.
- (e) The Card is not exchangeable for cash at all times save that refunds or cash withdrawal transactions may be effected at Appointed Refund Channels or Appointed Withdrawal Channels, as the case may be.
- (f) The Cardholder shall not use this Card for any unlawful or prohibited purpose.

2.3.2 **Foreign Currency Transactions:**

- (a) Transactions in US dollars shall be converted to Singapore dollars on the date of conversion. Transactions in foreign currency other than US dollars will be converted into US dollars before being converted into Singapore dollars. All conversions shall be based on the prevailing wholesale interbank rates or the government-mandated rate, as determined by Visa. The rate used for the conversion may be different from the rate in effect on the date of the transaction due to market fluctuation.
- (b) All transactions in foreign currency are subjected to a charge, either as a reimbursement charge representing the charge imposed on DBS or as a direct charge to the Cardholder.
- (c) Any administrative fee for services provided or actions taken by DBS in relation to any foreign currency transactions shall be payable by the Cardholder and will be debited from the Stored Value of the Card. The prevailing administrative fee is 1.5% of the foreign currency transaction amount for transactions involving Visa.

2.4. **Loading/Reloading the Card:**

On top of the initial Stored Value amount (if any) which is loaded onto a card at the point of purchase, but subject always to the payment of any applicable Service Charges, the Stored Value of a Card can be topped-up any time by a Cardholder up to the Maximum Load Value of his/her Card through any of the following Appointed Top-Up Channels:

- (a) Online via a secured payment gateway found in the DBS Prepaid Card portal (top-up amount will be charged to an existing debit card, credit card or current account or savings account); or
- (b) By way of funds transfer at any DBS/POSB ATMs (applicable with effect from June 2010 and only to Cardholders with current or savings accounts with DBS/POSB); or
- (c) By way of funds transfer at AXS Stations (only applicable to customers of banks which are serviced by AXS); or
- (d) Top up using cash over-the-counter at such other locations or retail outlets as may from time to time be designated by DBS.

**2.5. Refunds:**

2.5.1 A Cardholder may obtain a Refund of any remaining Stored Value in his/her Card (without any interest thereon) at any time up to 31 December 2013 at any of the following Appointed Refund Channels, subject to the payment of any applicable Service Charges:

- (a) DBS Prepaid Card Hotline;
- (b) DBS/POSB ATMs (applicable with effect from June 2010 and only to Cardholders with current or savings accounts with DBS/POSB).

2.5.2 DBS shall determine the amount of any Stored Value to be refunded based on the records maintained by it, VPS or any other third party service provider involved in the operation of the DBS Visa Prepaid Card Stored Value Facility and such determination shall be deemed conclusive and binding against the Cardholder.

2.5.3 DBS reserves the right not to effect any refunds in circumstances where the Card has been altered, tampered, intentionally damaged, or interfered with. A refund shall be made only after DBS is satisfied that the claim is valid.

2.5.4 In the event that a Cardholder fails to seek a Refund by 31 December 2013, then any remaining Stored Value in a Card shall be deemed forfeited and may be utilized or otherwise disposed off at the absolute discretion of DBS.

**2.6. Card Retention:**

All Cards issued shall remain the property of DBS at all times and shall be returned to DBS at any time on its demand. Without prejudice to the foregoing, DBS and its agents shall be entitled to retain any Card which it determines:

- (a) To be a counterfeit; or
- (b) To have been fraudulently or illegally issued or revalued; or
- (c) To have been used by a person other than the signatory of the Card; or
- (d) To have been used in an illegal or fraudulent manner; or
- (e) To pose a risk of damage to any system or device used in the operation of the DBS Visa Prepaid Card Stored Value Facility; or
- (f) To have been blocked or blacklisted by DBS; or
- (g) To have been made the subject of any recall or retention by DBS.

## 2.7. **Expiry of the Card:**

- 2.7.1 After the Expiry Date, the Card will no longer be valid and cannot be activated, topped-up or used to effect any transactions.
- 2.7.2 For every Card that has any remaining Stored Value after the Expiry Date, DBS shall be entitled to deduct a maintenance fee of S\$1.00 per month or part thereof from the Cardholder's Card balance at every month end until the balance is reduced to zero or is fully refunded in accordance with the provisions herein. Cards with Stored Value of zero will be automatically terminated without notice.
- 2.7.3 Whilst a Cardholder can obtain a Refund of the remaining Stored Value of his/her Card pursuant to Clause 2.5.1, Cardholders are nonetheless encouraged to use up all of the Stored Value of the Card before the Expiry Date to avoid the cost and inconvenience of obtaining refunds.

## 3. **OBTAINING CARD BALANCE AND INFORMATION ON TRANSACTIONS PREVIOUSLY MADE**

### 3.1 **Online Statement:**

To check the Card balance or to get a summary of recent transactions which the Cardholder has made, the Cardholder may visit the DBS Prepaid Card portal to view the balance and recent transactions via secured login using a self-nominated Username, Password and 2-factor authentication through a one-time PIN sent to Cardholder's valid mobile phone number registered at the point of Activation. Transactions can be viewed anytime by the Cardholder at no charge. Please note that the Cardholder will not receive any statement or written summary of transactions.

### 3.2 **Phone Services:**

Cardholders can self-nominate a PIN online via the DBS Prepaid Card Portal to check the Card balance and last 5 transactions over the phone by calling the DBS Prepaid Card Hotline. The use of this service will be subject to the payment of applicable Service Charges in addition to normal phone charges.

### 3.3 **SMS Facilities:**

Cardholders can also check their Card balance and last 5 transactions via SMS by sending "BAL <space> <Last 4 digits of card>" and "TRAN <space> <Last 4 digits of card>" to 73222. The use of this service will be subject to the payment of applicable Service Charges in addition to normal SMS charges.

## 4. **LOST, DAMAGED OR STOLEN CARDS**

- 4.1 Cardholders are responsible for the care and safekeeping of their Cards. Cardholders should not bend, print or write on, modify or deface the Card in any way, or otherwise expose the Card to heat, moisture, pressure or magnetic, electrical sources or subject the Card to any treatment which will or will likely damage the Card.
- 4.2 Cardholders can report a lost or stolen Card by calling the DBS Prepaid Card Hotline from further use. DBS will render a Cardholder all reasonable assistance to prevent the further use of any lost or stolen Card.

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## **5. ERRORS AND DISPUTES**

### **5.1 Suspected Errors:**

In case of complaints of errors or questions about electronic transactions effected using Card (including where the Cardholder thinks the transaction history or receipt is wrong or if the Cardholder needs more information about a transaction listed in the transaction history or a receipt), the Cardholder can visit the DBS Prepaid Card Portal or call the DBS Prepaid Card Hotline to notify DBS of such transaction. Where a Cardholder calls to speak to a Customer Service Officer via the DBS Prepaid Card Hotline, DBS may require that the Cardholder sends his/her inquiry or complaint in writing to DBS within 30 days. DBS shall determine if an error has been made based on the records maintained by it, VPS or any other third party service provider and such determination shall be deemed conclusive and binding against the Cardholder.

### **5.2 Disputes with Merchants:**

5.2.1 The Cardholder is responsible for resolving any dispute, complaint or problem concerning the quality, fitness, or non-availability of goods or services directly with the merchant from whom such goods or services were purchased. DBS, Visa, VPS and their respective agents shall not in any way be responsible for any loss, damage, liability, cost or expense which may be incurred or suffered by a Cardholder as a result of or in connection with the purchase or use of any goods or services.

5.2.2 At the time of any exchange or return of any goods, the Cardholder should present both the merchandise receipt and his/her Card. Any refunds received from a merchant will be credited to the Cardholder's Card.

## **6. DBS' RIGHTS**

6.1 DBS may cancel or suspend the Card or refuse to give effect to any Transaction at any time without notice if DBS suspects that the Card is being used, or may be used:

- (a) by any person other than the Cardholder; or
- (b) in breach of these Terms and Conditions; or
- (c) in a manner that may cause loss to the Cardholder or DBS.

6.2 DBS shall have the right at any time to discontinue the Card at its absolute discretion. In such a case, DBS may place advertisements in Singapore or by any media deemed suitable by DBS, stating that the Card Programme has been terminated and that Cardholders may present their Cards at Appointed Refund Channels (or such other designated locations) to receive a Refund of any remaining Stored Value within a specified period.

6.3 DBS also reserves the right to change these Terms & Conditions at any time and from time to time. Unless otherwise decided by DBS, DBS will notify Cardholders of any such changes by publishing such changes at the DBS Prepaid Card Portal or in any local newspaper, or by displaying them at any of its branches. Any changes notified to Cardholders shall take effect on the date specified in any such notice. By continuing to use the Card after the specified date, the Cardholder shall be deemed to have accepted such changes.

## **7. EXCLUSION OF LIABILITY**

- 7.1 All warranties and conditions, whether expressed or implied under statute, common law, commercial usage, equity or any general applicable principles of law or otherwise, including implied warranties of merchantability, condition, quality or fitness for a particular purpose, are hereby excluded and negated to the fullest extent permitted by law.
- 7.2 Neither DBS, Visa, VPS nor any of their respective affiliates, employees, officers or agents shall be liable to a Cardholder in respect of any claim, demand, liability, obligation, loss, damage, action, judgment, suit, cost, expense or disbursement of any kind or nature whatsoever which may be brought against, incurred or suffered by a Cardholder as a result of or in connection with any transaction effected or which cannot be effected though the use of a Card for any reason whatsoever including but not limited to the following circumstances:
- (a) The value of a transaction exceeds the Stored Value available on the Cardholder's Card; or
  - (b) The terminal or system of payment used by a merchant fails to function either properly or at all; or
  - (c) Any force majeure event including, without limitation, strike, lockout, labour dispute, act of God, war, riot, terrorism, civil commotion, accident, fire, flood, earthquake, typhoon, hurricane, storm and power outage, lightning, severe weather, shortages of materials, rationing, utility or communications failures, failure of any automated clearing house association, failure or delay in receiving electronic data, earthquakes, revolution, blockade, embargo, or any law, order, proclamation, regulation, ordinance, demand or requirement having legal effect of any government or any judicial authority or representative of any such government); or
  - (d) Any failure on the part of any merchant to honour the Card; or
  - (e) The retention, suspension, discontinuance or revocation of the Card; or
  - (f) Any breakdown or fault in any system or device used in connection with the DBS Visa Prepaid Card Stored Value Facility; or
  - (g) Any damaged, corrupted, defective or faulty Card; or
  - (h) Any lost or stolen Cards; or
  - (i) Any unauthorized transactions effected using a Cardholder's Card.
- 7.3 Without prejudice to the foregoing provisions, in no event shall DBS be liable to any Cardholder for any loss or damage which may be sustained by the Cardholder arising from the use of the Card in an amount exceeding S\$100.00.

## **8. ASSIGNMENT**

- 8.1 The Cardholder hereby irrevocably agrees that DBS is entitled to and may assign or transfer absolutely to a transferee all or some of its rights, title, interests, benefits, obligations and liabilities under these Terms & Conditions without the Cardholder's consent.
- 8.2 The Cardholder shall not assign, transfer, encumber or otherwise deal with in any way whatsoever all or some of his/her rights, title, interests, benefits, obligations and liabilities under these Terms & Conditions.

**9. DISCLOSURE OF INFORMATION**

9.1 The Cardholder hereby authorises DBS to transfer and/or disclose any information relating to the Cardholder and/or any transaction made by the Cardholder using his/her Card to:

- (a) DBS' subsidiaries, affiliates and agents and any of its assignees;
- (b) VPS;
- (c) Any credit bureau recognized by the Monetary Authority of Singapore under or pursuant to the Banking Act (Chapter 19); and
- (d) Such parties as may be permitted or required by any applicable law to receive such information.

9.2 The Cardholder agrees that his/her signing and/or using of the Card shall constitute his/her written permission for any such disclosure for the purposes of Section 47 and the Third Schedule of the Banking Act (Chapter 19) or for any other disclosure imposed by law.

**10. NO WAIVER**

No failure or delay on the part of DBS in exercising any power, right, or remedy under these Conditions shall operate as a waiver of such power, right, or remedy nor shall any single or partial exercise of any power, right, or remedy preclude the further or other exercise thereof, or the exercise of any power, right, or remedy that it may have.

**11. RIGHT OF THIRD PARTIES**

Any person or entity which is identified or referred to in these Terms & Conditions (whether as a class of persons or otherwise) shall be deemed to be a party to these Terms & Conditions and shall accordingly be entitled to the benefit of, and to enforce in its own right, any provision of these Terms & Conditions which may be relevant to it or them to the fullest extent permitted by law. Save as aforesaid, the Contracts (Rights of Third Parties) Act shall not apply to give any person or entity who is not a party to these Terms & Conditions any right to enforce any term of these Terms & Conditions. For the avoidance of doubt, nothing in this Clause shall affect the rights of any permitted assignee or transferee of these Conditions.

**12. INDEMNITY**

The Cardholder hereby undertakes to indemnify and keep DBS harmless from and against any and all actions, proceedings, claims, liabilities (including statutory liability), penalties, demands, costs (including without limitation, legal costs on a solicitor and own client basis), awards, damages, losses and/or expenses however arising as may be directly or indirectly suffered or incurred by DBS by reason of and/or as a result of any breach or non-compliance by the Cardholder of these Terms & Conditions.

**13. GOVERNING LAW**

The construction, validity and performance of these Terms & Conditions shall be governed by and construed in accordance with Singapore law.

**SCHEDULE A**  
**Card Types and Attributes**

[A] Product	[B] Customer Segment	[C] Any Initial Load	[D] Max Load	[E] Purchase Price (excl Initial load)	[F] With ez-link purse	[G] With Transit Pass to Games Venues	[H] Distribution Channel	[I] Reloadable / Nonreloadable	[J] Activation required
Singapore 2010 Companion Prepaid Card	Customers who buy tickets to the Games	No	S\$500	S\$0	Yes	Yes	By SYOGOC through appointed ticketing agents	Reloadable	Yes
Singapore 2010 Opening/Closing Ceremony Prepaid Card	Customers who buy tickets to the opening and/or closing ceremonies	No	S\$500	S\$0	Yes	Yes (also as a ticket for admission)	By SYOGOC through ballot-to purchase via appointed ticketing agents	Reloadable	Yes
Singapore 2010 Accredited Personnel Prepaid Card	Given to athletes, officiates, volunteers, VIPs	No	S\$500	S\$0	Yes	Yes	By SYOGOC	Reloadable	Yes
Singapore 2010 Mascots Edition Prepaid Card	Customers who buy the prepaid cards for commemorative purposes	Yes S\$5 per card	S\$500	S\$23 per card	Yes	No	Ceased from 1st Jan, 2010	Reloadable	Yes
Singapore 2010 Champions Edition Prepaid Card	Customers who buy the prepaid cards for commemorative purposes, in a set of 2 cards	Yes S\$5 per card	S\$500	S\$168 per set	No	No	Ceased from 1st Jan, 2010	Reloadable	Yes

**SCHEDULE B**  
**Service Charges**

(a) To top-up at DBS Prepaid Card Portal (using DBS/POSB Credit or Debit Card)	-
(b) To top-up at DBS Prepaid Card Portal (using non DBS/POSB Credit or Debit Card)	S\$1.00 for every S\$50 topped-up
(c) To top-up at SingPost branches (using cash) Services ceased after 30 Nov, 2010	
(d) To refund remaining Stored Value at Approved Refund Channels (via cheque)	S\$5.00 per refund made
(e) Monthly account maintenance imposed after the Card Expiry date of 31 December 2011	S\$1.00 per month or part thereof

Charges above are inclusive of GST.

For any other services chargeable, Cardholder will be notified by DBS.

DBS reserves the right to change any of the Service Charges at any time without any prior written notice to the Cardholder.