## 1. The DBS SPARKS X STARBUCKS LATTE UP PROMOTION (this

**"Promotion**") is organised by DBS Bank Ltd. ("**DBS**") and is valid from 7.30am – 10.00pm commencing on 12 February to 14 February 2018, or while stocks last, whichever is earlier ("**Promotion Period**").

2. Participation in this Promotion constitutes acceptance of these terms and conditions.

The Promotion

3. Under this Promotion and subject to these terms and conditions, each Qualified Person (defined below) will be able to purchase tall-sized hot or iced Caffe Latte ("**Promotional Item**") at a discounted price of SGD 2.00 nett per cup from participating Starbucks outlet(s) during the Promotion Period. Each Qualified Person is entitled to purchase a maximum of two Promotional Items at the discounted price per transaction.

4. The participating Starbucks outlet is as follows:

a. Outlet at 50 Raffles Place #01-02B Singapore Land Tower, Singapore 048623

b. Outlet at Hong Leong Building, 16 Raffles Quay #01-01, Singapore 048581

c. Outlet at 8A Marina Boulevard, #B2-38-36, Marina Bay Link Mall, Singapore 018984

d. Outlet at 10 Collyer Quay, B1-07, Ocean Financial Centre, Singapore 049315

e. Outlet at 12 Marina View, #02-22, Asia Square Tower II, Singapore 018961

5. The Promotional Items are available on a first-come-first-serve basis and while-stocks-last basis, and non-exchangeable, non-refundable, nontransferable and non-replaceable. Any change in the size of the drink purchased or additional condiments are to be paid for by the relevant Qualified Person.

6. This Promotion is not applicable in conjunction with other promotions, discounts and vouchers.

Eligibility and Mechanics

7. To qualify for the Promotion, each participant must fulfil the following conditions:

a. the participant must have successfully "liked" or "reacted" to the Facebook or Instagram Promotion post, posted by DBS on the DBS Facebook and Instagram page;

b. the participant must present the Promotion Post to the cashier at the point of redemption;

c. payment for the Promotional Items must be made using a DBS/POSB Visa/Mastercard/American Express credit or debit card or cash]; and

(individually a "Qualified Person" and collectively "Qualified Persons"):

Liabilities

8. DBS is not an agent of the merchant supplying the Promotional Items. DBS shall not be responsible for the quality or value of the Promotional Items nor the acts or omissions of the merchant supplying the Promotional Items. Any dispute about the Promotional Items must be resolved directly with the relevant merchant.

9. DBS shall not be responsible for any damage, loss, liability, expense, injury or disappointment suffered by any person in connection with this Promotion (including without limitation: (a) any injury or damage to any person's computer or mobile telephone related to or resulting from participation or downloading any materials for the purpose of this Promotion; and (b) any errors or non-availability of posts, whether due to malfunction of computer on-line systems, servers, providers, computer or mobile telephone equipment, software or network failure).

10. This Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook and Instagram. By participating in this Promotion, each participant agrees to a complete release of Facebook and Instagram from any claims.

11. Each participant is solely responsible and liable for his/her posts and/or comments made under his/her name, user name, email address and/or Facebook or Instagram profile. DBS reserves the right to delete or edit, without notice to any participant, any posts, comments, entries or content that DBS deems, in its sole discretion, inappropriate or in violation of Facebook's or Instagram's terms of use.

12. By opening a Facebook or Instagram account and using any services, products or features of Facebook and Instagram for the purposes of this Promotion (including without limitation, uploading any materials onto Facebook or Instagram, or sharing any materials on Facebook and Instagram), each participant is fully liable and responsible for complying with all terms and conditions as may be imposed by Facebook or Instagram (including its cookie and privacy policy), and DBS shall not be liable in any way whatsoever for such account and usage or Facebook or Instagram's handling of the participant's personal data. Comments, photos and/or video responses posted to Facebook or Instagram page are also subject to the terms of use of Facebook and Instagram.

## General

13. DBS may, at its sole discretion, vary these terms and conditions or suspend or terminate this Promotion, without assigning any reason thereof and without any notice or liability to any persons. 14. DBS will have the final decision on all matters regarding this Promotion, including without limitation to determining the eligibility of any person to participate in this Promotion.

15. These terms and conditions shall be read in conjunction with other terms to the extent applicable, including but not limited to the DBS Cards General Promotions Terms & Conditions (a copy of which can be found at <u>www.dbs.com.sg/dbscardstnc</u>). In the event of any inconsistency, these terms and conditions shall prevail insofar as they apply to this Promotion.

16. In the event of any inconsistency between these terms and conditions and any brochure, marketing or promotional material relating to this Promotion, these terms and conditions shall prevail.

17. By participating in this Promotion:

a. each participant agrees to the terms of the DBS Privacy Policy (a copy which can be found at <u>www.dbs.com/privacy</u>), and consents to DBS' collection, use and/or disclosure of such participant's personal data for the purpose of this Promotion; and

b. each participant acknowledges that Starbucks may collect, use and disclose the participant's personal data for the purposes of this Promotion and DBS shall not be liable in any way whatsoever for Starbucks' handling of the participant's personal data. It is the participant's responsibility to review Starbuck's privacy policy and accept the same before participating in this Promotion.

18. These terms and conditions shall be subject to and construed in accordance with the laws of Singapore and each participant irrevocably submits 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 Singapore Contracts (Rights of Third Parties) Act to enforce or enjoy the benefit of any provision of these terms and conditions.

## Disclaimer

Please be advised that all materials posted on Facebook and Instagram are subject to viewing and possible public downloading by third party viewers and DBS *shall not be held responsible for any* consequences that may result from this.