

TERMS AND CONDITIONS - KOI CAMPAIGN

(26 July 2024 – 19 September 2024)

1. These terms and conditions (“Terms and Conditions”) shall apply to the “**KOI**” Campaign (“Campaign”) organised by SimplyGo Pte Ltd (“SPL”).
2. By registering or taking part in this Campaign, you agree to be bound by these Terms and Conditions and the decision(s) of SPL in relation to and in connection with this Campaign.
3. This Campaign starts from 26 July 2024 00:00hrs and ends on 19 September 2024 23:59hrs (both dates inclusive) (“Campaign Period”) and will be applicable to transactions made at selected KOI outlets through the KOI SG59 Bubble Tea SimplyGo EZ-Link charm within the Campaign Period.
4. Please refer to the following link for detailed information on the selected KOI outlets that accept payments by the KOI SG59 Bubble Tea SimplyGo EZ-Link charm;
<https://ezlink.simplygo.com.sg/card-charm/simplygo-ezlink/where-to-use/promotions/koi/>
5. Campaign Mechanics:
 - a. By using the KOI SG59 Bubble Tea SimplyGo EZ-Link charm to transact with a minimum spend of six Singapore dollars (S\$6) in a single transaction at selected KOI outlets within the Campaign Period (“Eligible Transaction”), users will get a one Singapore dollar (S\$1) cashback into their KOI SG59 Bubble Tea SimplyGo EZ-Link charm for every Eligible Transaction performed within the Campaign Period (“Cashback Incentive”).
 - b. There is no limit on the number of Cashback Incentives each KOI SG59 Bubble Tea SimplyGo EZ-Link charm can redeem. However, the total cashback available for this Campaign is limited to the first six thousand (6,000) Cashback Incentive redemptions and it is on a first come, first served basis.
 - c. If a user is entitled to Cashback Incentive, the user will receive the Cashback Incentive within one (1) week from the date of purchase. In order to view the Cashback Incentive transaction, users need to download the SimplyGo app and link the KOI SG59 Bubble Tea SimplyGo EZ-Link charm to the SimplyGo app.
6. To be eligible for the Cashback Incentive, the KOI SG59 Bubble Tea SimplyGo EZ-Link charm must meet all of the following criteria:
 - a. The KOI SG59 Bubble Tea SimplyGo EZ-Link charm must not be blacklisted;
 - b. The KOI SG59 Bubble Tea SimplyGo EZ-Link charm must not have any outstanding debt exceeding \$1; and

- c. The balance of the KOI SG59 Bubble Tea SimplyGo EZ-Link charm, after the Cashback Incentive(s) have been credited, must not exceed five hundred Singapore dollars (S\$500).
7. All Eligible Transactions made during the Campaign Period must be posted and captured in SPL's system within the Campaign Period in order to qualify for any Cashback Incentive(s). It excludes any cancelled, disputed, reversed, refunded, unauthorised/fraudulent transactions or any other non-qualifying transactions as determined by SPL.
8. SPL may at any time and in its sole and absolute discretion vary or substitute the Cashback Incentive(s) without any further notice or liability to any party. The substituted Cashback Incentive(s) may or may not be of similar value to the original Cashback Incentive(s).
9. Cashback Incentive(s) are not transferrable, exchangeable, refundable, or redeemable for cash/credit in kind. Cashback Incentive(s) also cannot be used to offset against any outstanding amounts owed to SPL prior to the user's participation in this Campaign.
10. SPL will have the right to claw back the Cashback Incentive(s), forfeit the Cashback Incentive(s) and/or pick a replacement user to receive the Cashback Incentive(s), in the event of refund or transaction cancelled and/or in the following circumstances:
 - a. an Eligible Transaction is (in full or in part) cancelled or reversed by any party for any reason;
 - b. it is determined by SPL that the user has breached any of the terms and conditions stated herein.
11. Selected eligible users are decided by SPL in its sole and absolute discretion and the determination of the selected winners according to SPL transaction records shall be final and conclusive.
12. SPL shall not be responsible for any failure or delay in the posting of transactions or for any failed deductions at any KOI's outlets, which may result in any customer being omitted from this Campaign.
13. This Campaign is subject to the General Conditions of Issue and use for EZ-Link cards and Terms and Conditions for the SimplyGo Mobile Application, located at <https://simplygo.com.sg/terms-and-conditions-simplygo-services/#simplygo-mobile-app-usage-terms-and-conditions>.

14. SPL will not be responsible for any injuries, loss, claim or damage suffered or incurred in connection with this Campaign (including but not limited to any error, failure or delay in the transmission of evidence of sales transactions by any acquiring merchant, merchant establishments, postal or telecommunication authorities, or any other party, 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.
15. When an eligible user receives or redeems his/her Cashback Incentive, he/she agrees that the laws of Singapore apply, without regard to principles of conflict of laws, and such laws will govern these Terms and Conditions. SPL reserves the right to changes these Terms and Conditions from time to time in its discretion to the extent permitted by law.
16. SPL reserves the right to investigate complaints or reported violations of these Terms and Conditions and to take any action SPL deems appropriate, including, but not limited to reporting any suspected unlawful activity to law enforcement officials or regulators and disclosing any information necessary or appropriate to such persons.
17. SPL's decision on all matters relating to this Campaign shall be final, conclusive and binding on all cardmembers and any other person. SPL has the sole discretion to exclude any person from participating in this Campaign without any obligation to furnish any notice and/or reason. No correspondence or claims will be entertained.
18. SPL reserves the right to vary any of the terms and conditions herein, or withdraw, or suspend, or terminate this Campaign at any time without any further 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 this Campaign, these Terms and Conditions shall prevail.
19. These Terms and Conditions shall be governed by the laws of the Republic of Singapore.

Correct as of 28 August 2024