

FIN\$ Rewards Programme Terms & Conditions

Last updated: [3 August 2022]

DEFINITIONS

For the purpose of these FIN\$ Rewards Programme Terms and Conditions ("FIN\$ Terms"), the following terms shall have the meanings as set forth below, except where the context otherwise requires:

1. "**Account**" means the FIN\$ points account maintained by BelugaFins Pte Ltd for the FIN\$ Member.
2. "**Award**" means the award of FIN\$ points to the FIN\$ Member by FIN\$ Partner.
3. "**Member**" refers to the member of the FIN\$ Programme.
4. "**Partner**" means the partner participating in the FIN\$ Programme with whom BelugaFins has entered into a valid Partner Agreement.
5. "**FIN\$ Programme**" refers to the FIN\$ Rewards Programme owned and managed by BelugaFins Pte Ltd which issues FIN\$ points to BelugaFins Members in accordance with these FIN\$ Terms and Conditions.
6. "**FIN\$ points**" means the reward points awarded to the BelugaFins Member under the FIN\$ Programme.
7. "**Partner Agreement**" means the agreement between BelugaFins Pte Ltd and the Partner setting out the terms and conditions of the BelugaFins Partner's participation in the FIN\$ Programme, including but not limited to the terms and conditions relating to Awards for qualifying purchases of the BelugaFins Partner's goods and/or services.
8. "**Partner's Terms**" means the terms and conditions stipulated by the BelugaFins Partner and approved by BelugaFins Pte Ltd, in relation to the

Awards for qualifying purchases of the BelugaFins Partner's goods and/or services.

9. **"Personal Data"** means data, whether true or not, about an individual who can be identified from that data; or from that data and other information to which the organisation has or is likely to have access.

10. **"Portal"** means <https://belugafins.com/portal>

FIN\$ PROGRAMME

1. ELIGIBILITY

As the FIN\$ Programme belongs to BelugaFins Pte Ltd, any individual's participation in the FIN\$ Programme shall be at the sole discretion of BelugaFins Pte Ltd. An individual must hold a valid Account in order to participate in the FIN\$ Programme.

2. REWARDS

2.1 Member can earn FIN\$ points via the following methods:

a. when purchasing qualifying goods and/or services from a BelugaFins Partner.

2.2 Where the purchase of goods and/or services from a BelugaFins Partner is made online or via other methods prescribed by BelugaFins Pte Ltd and/or the Partner, the Member shall provide all necessary information as reasonably requested by BelugaFins Pte Ltd and/or the Partner in order for the Award to be made.

2.3 FIN\$ points will be awarded for purchase of qualifying goods and/or services, subject to minimum spend conditions and (if applicable) other terms for earning FIN\$ points as may be determined by the Partner.

2.4 All Awards shall be made in accordance with the FIN\$ Terms herein and the Partner's Terms.

2.5 FIN\$ points accrued in an Account are not transferable or assignable to any other Member or Account.

2.6 BelugaFins Pte Ltd will only record and credit the FIN\$ points in the Member 's Account when the following conditions are met ("Award Conditions"):

a. BelugaFins Pte Ltd's receipt, verification and acceptance of the notification of Award from the BelugaFins Partner. The Member acknowledge and agree that BelugaFins Pte Ltd shall not be responsible for any delay or failure on the part of the Partner in submitting the notification of Award to BELUGAFINS PTE LTD; and

b. That the Partner has entered into and maintains a valid Partner Agreement with BELUGAFINS PTE LTD and that the Partner is not in breach of any provisions of the Partner Agreement whether or not BELUGAFINS PTE LTD has notice of or has given notice to the Partner for any breach by the Partner.

2.7 In the event that any of the Award Conditions is not met, BelugaFins Pte Ltd may, in its sole discretion, do any of the following:

a. delay the recording and crediting of such FIN\$ points in the Member's Account until all the Award Conditions are met;

b. refuse to record and credit such FIN\$ points in Member Account; or

c. if the FIN\$ points have already been recorded and credited into the Member's Account, to cancel and deduct such FIN\$ points from such Account.

Any decision made by BELUGAFINS PTE LTD shall be final and binding.

2.8 Where requested by the BelugaFins Partner and supported by documentary evidence satisfactory to BELUGAFINS PTE LTD, BELUGAFINS PTE LTD may, but shall not be obliged to do so, cancel and deduct the credited FIN\$ points from the Member Account. Any decision made by BELUGAFINS PTE LTD shall be final.

2.9 FIN\$ points are automatically void upon termination of the FIN\$ Programme. Member shall not be entitled to any compensation in respect of any cancellation of FIN\$ points by BELUGAFINS PTE LTD pursuant to these FIN\$ Terms.

3. USING FIN\$ POINTS TO OFFSET PAYMENTS

3.1 Member may use their FIN\$ points to offset payments at Partner website where payment by FIN\$ points (whether partially or fully) is allowed by the Partner and BELUGAFINS PTE LTD.

3.2 Any deduction of FIN\$ points from the Account will not be refunded to the Member for any reason whatsoever.

4. CHANGES TO THE ACCOUNT

4.1 Notwithstanding any other provisions in these FIN\$ TERMS and without prejudice to any other rights and remedies stated herein, BELUGAFINS PTE LTD reserves the right to make any changes to the Account (including but not limited to crediting or deducting FIN\$ points from the Account, suspending or terminating the Account) and/or disqualify the Member from participating in any event organised by

BELUGAFINS PTE LTD (whether solely or jointly with the BelugaFins Partners, or other collaborators) without prior notice to the Member, upon the occurrence of any of the following circumstances:

a. Wrongful crediting or deduction of FIN\$ points arising from:

(i) System glitches, malfunction, failure or disruption;

(ii) Human error;

(iii) Dishonest or fraudulent means; or

(iv) Operational mistakes or changes;

b. Inaccurate, false, misleading or illegible information supplied by the Member; or

c. Changes in the terms and conditions of the event.

5. TERMINATION

5.1 BELUGAFINS PTE LTD may in its sole discretion, without prior notice to the FIN\$ Member, suspend or terminate the FIN\$ Programme.

5.2 BELUGAFINS PTE LTD may terminate the Member's Account immediately if any one or more of the following shall occur:

a. the Member commits any fraud or misrepresents any information supplied or to be supplied by the Member; or

b. the Member defaults on the due observance and performance of any of these FIN\$ Terms and such default (if capable of being remedied) is

not remedied within a period of thirty (30) days after BELUGAFINS PTE LTD has given to the Member written notice of such default.

5.3 Upon the termination of the Member's Account, the Member's participation in the FIN\$ Programme shall terminate immediately and all FIN\$ points in the Member's Account shall be forfeited. For the avoidance of doubt, the Member shall not be entitled to any compensation in respect of such forfeiture.

6. REPRESENTATIONS AND DUTIES OF THE FIN\$ MEMBER

6.1 Each Member represents and warrants that all his or her particulars submitted in the application to BELUGAFINS PTE LTD, as the case may be, are true, accurate and correct. It is the responsibility of each Member to notify BELUGAFINS PTE LTD if there are any changes to his or her particulars.

7. NO PRINCIPAL AND AGENT RELATIONSHIP

7.1 Each Member acknowledges that BELUGAFINS PTE LTD and each Partner are independent contractors, and neither entity is an agent of the other entity. As such, each Member agrees to approach the Partner directly in respect of any queries or disputes relating to such Member's account in the FIN\$ Programme.

8. BELUGAFINS PTE LTD'S DISCLAIMER OF WARRANTIES AND EXCLUSION OF LIABILITY

8.1 Members acknowledge and accept that the use of FIN\$ points to offset payments at the Partner's website for the purchase of goods and/or services shall constitute a contract for sale between the Member and such Partner. As such, BELUGAFINS PTE LTD assumes no liability in respect of any goods and/or services purchased by the Member from the Partner using FIN\$ points. The Member agrees to direct all claims in relation to such goods and/or services to the Partner, manufacturer or

such appropriate third party concerned with the supply of the goods and/or services.

8.2 To the fullest extent permitted by law, BELUGAFINS PTE LTD shall not be liable for any claim, loss, damage, cost or expense incurred, suffered or sustained by Member arising from or in connection with:

- a. any failure or refusal by any Partner in accepting the crediting of FIN\$ points in the Account;
- b. any loss of data and records relating to the Account or FIN\$ Programme;
- c. any acts, omissions, negligence or wilful default on the part of the Partner;
- d. any acts, omissions, negligence or wilful default on the part BELUGAFINS PTE LTD, and its respective directors, officers, employees, agents or contractors;
- d. the inability of BELUGAFINS PTE LTD to perform any Services or of their respective obligations due, whether directly or indirectly, to the failure of any computer, machine, processing or communication systems, power failure, industrial dispute, war, act of God, governmental regulations, prohibitions or measures of any kind, or any event beyond reasonable control of BELUGAFINS PTE LTD, as the case may be; or
- e. any failure or inability of the FIN\$ Member or User to access the Portal or to use any of the Services.

9. MISCELLANEOUS

9.1 BELUGAFINS PTE LTD may amend these FIN\$ Terms from time to time without prior notice to the Member. It is the responsibility of the Member to check the website regularly for any amendments to these FIN\$ Terms. By logging into his or her Account on the Portal to participate in the FIN\$ Programme, or using any of the Services after these FIN\$ Terms have been amended, the Member is deemed to have accepted such amendments to these FIN\$ Terms.

9.2 No failure or delay on the part of BELUGAFINS PTE LTD in exercising any right or remedy under these FIN\$ Terms will operate as a waiver of such right or remedy, nor will any single or partial exercise of any right or remedy preclude any other or further exercise of such right or remedy. Any waiver by BELUGAFINS PTE LTD of their right or remedy in respect of any of these FIN\$ Terms or any breach of these FIN\$ Terms by the Member shall be made in writing and may be given subject to such conditions as may be imposed by BELUGAFINS PTE LTD, and shall only be effective in the instance and for the purpose for which the waiver was given.

9.3 FIN\$ Terms are severable and distinct from one another and if at any time any of the terms in these FIN\$ Terms or any part thereof is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining terms shall not be affected or impaired in any way.

9.4 BELUGAFINS PTE LTD shall have the right to assign the FIN\$ Programme and/or any of its rights, obligations or liabilities hereunder to any persons or entities without the consent of the Member. The Member shall not have any right to assign any of its rights, obligations or liabilities hereunder to any persons or entities without the prior written consent of BELUGAFINS PTE LTD.

9.5 These FIN\$ Terms are governed by and shall be construed in accordance with the laws of the Republic of Singapore. Members and Users hereby irrevocably submit themselves to the exclusive jurisdiction of the courts of the Republic of Singapore.