

## Terms of Use for Etiqa Rewards

The Terms of Use stated herein (collectively, the “Terms of Use” or this “Agreement”) constitute an agreement between you and Etiqa Insurance Pte. Ltd. (“Etiqa Insurance” or “we” or “us” or “our”). By accessing and/or using Etiqa Rewards (“Program”), you hereby expressly acknowledge and agree to be bound by the Terms of Use, including any future amendments, additions, replacements and modifications hereto as may from time to time be made by Etiqa Insurance. If you do not agree to any of these Terms of Use, please do not access or continue using the Program.

In addition to these Terms of Use, you may be required to agree to other terms and conditions in respect of particular Contents or Services we may make available on or via this Program from time to time. In the event and to the extent only of any conflict or inconsistency between the terms and conditions of any particular Content or Service and these Terms of Use, the terms and conditions for such Content and/or Service will prevail over these Terms of Use.

Etiqa Insurance may amend these Terms of Use from time to time, without giving any notice to you and without giving any reason for doing so by posting an updated version of the Terms of Use. Any changes and amendments shall be effective immediately or on such date as may be otherwise stated upon such changes being posted on Etiqa Insurance's website or mobile application. It is your responsibility to check them periodically for any changes. If you do not agree to the updated Terms of Use, you must immediately cease using the Program.

### 1. Definitions

Unless the context otherwise requires, the following words shall have the following meanings:

“Content” or “Contents” means any data and/or information that is available, accessible or stored in Etiqa Rewards in an electronic form, including, without limitation, any information, advertisements, documents, text, files, images, sounds, moving images and videos.

“Points” means points earned by Members by purchasing selected insurance products or participating in applicable activities, or awarded by Etiqa Insurance to Members from time to time. The award of any Points shall be at the sole and absolute discretion of Etiqa Insurance.

“User” or “Member” means an individual who has earned or received Points issued by Etiqa Insurance.

“Services” means any of the Internet-based, mobile based, interactive information services, software, content, or interactive tools that may be provided by Etiqa Insurance.

### 2. Eligibility

To access the Etiqa Rewards, you must register an account with Etiqa's customer portal (Web or mobile application).

You accept that you will have to successfully pass all identification checks, due diligence and other checks, screenings and verifications (including for anti-fraud, anti-terrorism, anti-money laundering and countering financing of terrorism purposes) which Etiqa Insurance or any relevant third party in their sole and absolute discretion consider necessary for the provision of Services to you under Etiqa Rewards.

If you are under 18 years of age you may only use the Program with the consent of and under the supervision of your parent or legal guardian who shall be responsible for your use of the Program.

### 3. Provision of Data and Consent

3.1 By accessing and/or using Etiqa Rewards, you agree and consent to Etiqa Insurance and its related corporations (collectively, the “Companies”), as well as the Companies’ authorised service providers and relevant third parties, collecting, using, disclosing and/or sharing amongst themselves your personal data for purposes reasonably required by the Companies to administer and/or manage your participation in the Program.

#### 3.2 Marketing Consent

You can choose to withdraw your consent to receive marketing related information on our products, services, benefits, promotions and rewards, at no cost by clicking on the link [here](#).

If you have received our emails and would like to unsubscribe from our database, you may do so at no cost by clicking on the ‘Unsubscribe’ link provided in the email sent to you.

3.3 We expect the data and information that you provide to be accurate and true to the best of your ability. You acknowledge and agree that:

- a. You will not knowingly falsify any data.
- b. You agree that if you have falsified any data we reserve the right to:
  - i. modify, amend, update, or delete the falsified records;
  - ii. cancel any Points/voucher earned through such means; and
  - iii. suspend, disable, or delete your Points in the case of repeated or egregious activity.

### 4. Points

4.1 Points may be earned via the following, including but not limited to:

- a. Purchase of selected insurance products by Members;
- b. Participate in designated activities by Members; or
- c. Other avenues that may be determined by Etiqa Insurance from time to time.

The award of any Points shall be at the sole and absolute discretion of Etiqa Insurance.

4.2 If there is any mistake or error in the crediting or deduction of Points, Etiqa Insurance reserves the rights to credit or deduct the correct number of Points.

4.3 Members may use their Points to redeem merchant vouchers, to offset the premiums for purchase of applicable insurance products, or for use in other areas as determined by Etiqa Insurance from time to time. The methods for redemption of Points, including the conversion rate applied for redemptions shall be at the sole and absolute discretion of Etiqa Insurance.

### 5. Points Expiry

Members are responsible for the usage of points before the stated expiry date, failing which the points become null and void and removed. These points shall not be replaced, extended or exchanged for cash.

## 6. Redemption of Merchant Vouchers

6.1 You acknowledge and accept that the use of the voucher(s) is subject to the terms and conditions imposed by the participating merchants providing the relevant reward.

6.2 Voucher(s) can be in the form of digital vouchers; promo codes or barcodes:

- a) are denominated in Singapore Dollars, unless otherwise stated;
- b) must be used before the expiry date, failing which, voucher shall be null and void and removed from the list and shall not be replaced or extended.
- c) where the voucher is in the form of a promo code or barcode, it shall not be shared or disclosed to other person(s).
- d) where prior reservations are required for the use of such voucher(s) with a merchant, Member shall be responsible for making such prior reservations and paying the ancillary cost (if any) associated with the use of such voucher(s).

6.3 Vouchers are not exchangeable for cash or other vouchers.

6.4 Members who have redeemed physical voucher(s), item(s) or prize(s) are not allowed to sell, or request for an exchange.

6.5 If the value of the goods and/or services purchased by the Member using the voucher exceeds the value stated therein, the Member shall be responsible for paying the difference to the merchant.

6.6 All voucher(s) redeemed are non-refundable and non-returnable. However, if there is a mistake or error in the amount of Points required for the redemption, Etiqa Insurance reserves the right to cancel the Member's redemption request or process the Member's redemption request and adjust the correct amount of Points required for the redemption from the Member's account.

6.7 All vouchers are subjected to availability and on a first-come-first served basis. In the event that the requested voucher is out of stock or unavailable for whatever reason, Etiqa Insurance reserves the right to substitute the voucher with a voucher of similar value.

## 7. Performance of Etiqa Rewards

7.1 Etiqa Insurance will use reasonable endeavours to generally make Etiqa Rewards available during its normal business hours. However, the availability of Etiqa Rewards depends on various third party service providers, and accordingly, Etiqa Insurance does not represent, warrant or guarantee that:

- a) your use of Etiqa Rewards will be continuous, uninterrupted, secure or error-free;
- b) there will be no occurrence of network connection difficulties.

7.2 You acknowledge and accept that Etiqa Rewards is provided on an "as in, as available" basis and it may not be available for use from time to time, and that you may be disconnected from your use of Etiqa Rewards at any time for any reason, including if:

- a) You have breached any of these Terms of Use; or
- b) Etiqa Insurance decides, in its sole discretion to suspend, block or terminate your access to Etiqa Rewards for any reason.

7.3 The information available through Etiqa Rewards is subject to updates from time to time. While Etiqa Insurance aims to ensure that it is up-to-date, there may be delays, errors or omissions that could affect its currency or accuracy due to the nature of the Internet.

## 8. Third party Links

Etiqa Rewards may contain links to other third party websites owned and/or operated by third part(ies) who are not related or affiliated to Etiqa Insurance ("Third Party Websites"). The Third Party Websites are not under the control and/or supervision of Etiqa Insurance. By providing hyperlinks or connection to third parties' services/products/contents via the Program, Etiqa Insurance is not responsible for the contents, and shall not be deemed to endorse, invite, recommend, approve, guarantee, or introduce any third parties or their services/products/contents, or have any form of cooperation with such third parties and websites. Etiqa Insurance is not a party to any contractual arrangements entered into between you and the third party provider of services/products/contents unless otherwise expressly specified or agreed to by Etiqa Insurance. Such third party products and/or services, and any act or omission of such third parties, shall be the sole responsibility of the relevant third party, and you must and may only pursue any claim, dispute or remedy in respect thereof with such third party. Etiqa Insurance shall have no obligations or liabilities whatsoever in relation to the offer(s), goods and/or service(s) (including, without limitation, their quality and supply) provided by third parties.

## 9. Limit of Liability

The information and materials contained in Etiqa Rewards are provided on an "as is" and "as-available" basis without representation and/or warranty of any kind, either express or implied. In particular, no warranty or responsibility is assumed by Etiqa Insurance and our related or holding companies regarding non-infringement, security, accuracy, completeness, adequacy, reasonableness, fitness for a purpose, or freedom from computer viruses in connection with the information and materials provided. Etiqa Insurance and its related corporations do not accept any liability for any loss, damage, cost or other expense, whether wholly or partially, directly or indirectly, arising from any error, inaccuracy, or omission in relation to Etiqa Rewards to the extent that such liability is not excluded by law.

## 10. Indemnity

You agree to indemnify and keep indemnified Etiqa Insurance, its related companies and any holding companies, officers, directors, members, employees and agents from and against any and all damages, losses, liabilities, costs and expenses (including full legal costs on a solicitor-client basis) arising from or in connection with:

- (i) your misuse of Etiqa Rewards and Services;
- (ii) any other party's misuse of Etiqa Rewards using your account and/or password;
- (iii) your violation of any rights of any third party based on your use or misuse of Etiqa Rewards and Services; or
- (iv) your violation or breach of any of these Terms of Use or any applicable law or regulation;
- (v) any other party's breach of any of these Terms of Use where such party was able to access or use Etiqa Rewards using your Account and/or password.

## **11. Intellectual Property**

All copyright and other intellectual property rights in Etiqua Rewards are proprietary to Etiqua Insurance and its licensors. You shall not (and shall not attempt to):

- a. use, copy, reproduce, altered, adapt, broadcast, modify, stored in a retrieval system, create derivative works or use in any other way for public or commercial purposes any part of Etiqua Rewards;
- b. modify, reproduce, distribute, translate, transmit or tamper with any part of Etiqua Rewards;
- c. create derivate works of or from any part of Etiqua Rewards;
- d. permit or assist any person to engage in any act of plagiarism.

## **12. Ownership of Information**

Any information (including data, questions, comments or suggestions but excluding personal data) that you transmit to us via Etiqua Rewards will be treated as non-confidential and non-proprietary and will become our property. Such information may be used by us for any purpose, including, but not limited to reproduction, disclosure, transmission, publication, broadcast and posting. Etiqua Insurance may use any ideas, concepts, know-how or techniques contained in any communication you send to us via Etiqua Rewards for any purpose whatsoever, including developing and marketing products using such information. You therefore waive all applicable rights you may have in any information (other than personal data) you transmit to us via the Program for the purposes of this section of the Terms of Use.

## **13. Personal Data Protection**

Any personal information submitted to Etiqua Insurance via Etiqua Rewards will be subject to Etiqua Insurance's Privacy and Security Policy available on Etiqua Insurance's website. <https://www.etiqua.com.sg/useful-information/data-protection/>

## **14. Third party rights**

A person who has not agreed to be bound by the Terms of Use shall have no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any of the terms herein.

## **15. Inconsistency in wordings**

In the event of any inconsistency and/or omission between the English language and other language versions of these Terms of Use, the English language version shall prevail.

## **16. No Waiver**

The delay or failure of Etiqua Insurance to enforce any right or provision in these Terms of Use shall not constitute a waiver of such right or provision.

## **17. Severability**

If any provision of the Terms of Use is held to be invalid or unenforceable, such provision shall be ineffective to the extent of such unenforceability or invalidity, without affecting the remaining provisions hereof.

## **18. Governing Law and Jurisdiction**

The above Terms of Use shall be governed and construed in all respects in accordance with the laws of Singapore. You and Etiqua Insurance agree to submit to the exclusive jurisdiction of the Singapore courts.

## **19. Contact Information**

Email: [customer.service@etiqua.com.sg](mailto:customer.service@etiqua.com.sg)

WhatsApp or Call: +65 6887 8777

Operating hours: Monday to Friday, 8.45am to 5.30pm