

# ELEVATE CASH REBATE PROGRAM

## Terms and Conditions

The Cash Rebate Offer Program (“the **“Program”**”) is offered by CardUp Pte Ltd (the **“Organiser”**) to users of Elevate Debit Card (“the **Participants**”) for all eligible spending subject to the following terms and conditions (the **“Terms and Conditions”**). For the avoidance of doubt, the Elevate Debit Card and the Elevate Account to which the Elevate Debit Card is linked to is separately powered by Mastercard and Matchmove, and governed under the terms of the Account and Cards Terms and Conditions [\[here\]](#). The Terms and Conditions herein are separate from the Account and Cards Terms and Conditions. All persons who participate in this Program shall be referred to as a **“Participant”**.

### Cash Rebate

Cash Rebate	Validity of Cash Rebate %
1% of cash rebate on all transactions using Elevate Debit Card	Applicable for all transactions using Elevate Debit Card except in certain Merchant Codes (MCC) or categories listed below

### Eligibility

All settled transactions made on the Elevate Debit Card **EXCLUDING** the list of transactions that fall within the specified Merchant Codes below (**“Eligible Transactions”**) shall entitle the Participant to receive the Cash Rebate in the prescribed rates under the Program. The Organiser reserves the right to amend the list set out below from time to time without any prior notice or giving any reason or being liable to any party.

### Exclusion List of Eligible Transactions from the Program

Transactions under the following:

1. Transit card or app top-up or any top up Any top-ups or payment of funds to payment service providers, prepaid cards, any prepaid accounts or purchase of prepaid cards/credits
2. Money Transfer, Financial Services and Funding-

3. Investment, Brokerage, Insurance, and Real Estate
4. Payments made via AXS, AXS BizPAY, SAM and eNETS;
5. Any betting transactions (including Levy Payments to local casinos, lottery tickets, casino gaming chips, off-track betting and wagers)
6. Funds transfer
7. NETS purchase
8. Payments related with Cryptocurrency
9. Payments to insurance companies (sales, underwriting, and premiums)
10. Hospital
11. Schools and Educational
12. Charities, Political Organizations, and Religious Organizations
13. Fines, Court Costs, Bail and Bond payments
14. Tax Payments
15. Government
16. Aquariums, Amusement park/carnivals
17. Calls Through Use of Magnetic Stripe
18. Employment agency
19. Online payment service providers
20. Digital goods, sports, variety stores, appliance stores and bakeries
21. Telecommunication
22. Logistics, shipping and delivery
23. Legal Services and Attorneys
24. Beauty and Barber Shops
25. Camera and Photographic Supply Stores, Motion Pictures Theatres, Record shops
26. Automobile Rental Agency

Or any other transaction effected via any medium or channel, electronic or otherwise, which The Organiser may in its sole and absolute discretion choose to disallow from time to time. The list above is not exhaustive.

### **Pay-out**

The Cash Rebate shall be paid out on a monthly basis wherein all Eligible Transactions made within a particular calendar month shall be paid out to the Participant's Elevate Account on the following calendar month. The Organiser can change the payment frequency without notice and The Organiser accepts no liability if there are any delays. Notwithstanding the above, in the event where the Cash Rebate to be paid out within a particular month is less than one (1) Singapore Dollar, the payout shall be withheld until

the next following payout cycle when the total Cash Rebate to be repaid has accumulated to more than one (1) Singapore Dollar.

## **General**

1. By proceeding to complete or attempting to complete the online application process for Elevate Account and Cards within the Offer Period, the Participant is deemed to have accepted and agreed to be bound by these Terms and Conditions and any other terms and conditions that the Organiser may issue from time to time.
2. Neither the Organiser nor any of its directors, officers, employees, members, representatives, affiliates, agents, parent(s), subsidiaries, successors and assigns shall be liable to any Participants or persons in the Program for any loss, expense, injuries or damages whatsoever nature and howsoever incurred or arising whether in contract, tort, negligence, strict liability or any other basis, including without limitation, direct or indirect, special, incidental, consequential or punitive damages, or loss of profits or savings in respect of, in connection with and/or arising from the Program.
3. The Organiser reserves the right to withdraw or cancel the Program and to amend or change these Terms and Conditions at any time for whatever reason without giving prior notice to the Participants, this shall include but not limited to changes in the timing of payout. The decision of the Organiser on all matters relating to or in connection with the Program is final, and no correspondence will be entertained.
4. The Organiser reserves the right to determine at its sole and absolute discretion all matters arising out of or in connection with this Program, including but not limited to:
  - (a) your eligibility to participate in this Program;
  - (b) your eligibility to receive any cash rebate under this Program; and/or
  - (c) calculation of the cash rebate to be received under this Program.
5. Each Participant shall fully indemnify and hold the Organiser harmless from and against all losses, damages, costs, liabilities, claims, actions, penalties or expenses (including legal fees) and all detrimental consequences, whether direct or indirect, which the Organiser suffers or incurs in respect of, in connection with and/or arising from the Participant's breach of any of these Terms and Conditions.
6. In the event of any inconsistency or discrepancy between the Terms and Conditions and the contents of any brochure, marketing and/or promotional materials relating to the Program, these Terms and Conditions shall prevail.

7. Whilst the Organiser endeavor to ensure that information and materials and the contents of any brochure, marketing and/or promotional materials relating to the Program are correct, no warranty or representation, express or implied, is given that they are complete, accurate, up-to-date, fit for a particular purpose, error-free and, to the extent permitted by law, it does not accept any liability for any errors or omissions. In the event of any inconsistency or discrepancy between the English version and any other translated versions of the Terms and Conditions, the English version shall prevail.
8. The Program's Terms and Conditions shall be governed by and interpreted in accordance with Singapore law. The courts of Singapore shall have exclusive jurisdiction over any disputes arising from these Terms and Conditions, including the validity and enforceability thereof.
9. In the event where any portion of the Cash Rebate was credited to the Participant's Elevate Account erroneously, or if it was later found that the the transaction to which the Participant had received the Cash Rebate for did not fall within the requirement of Eligible Transaction or if there are refunds for Debit Card transactions done in the period of cashback was calculated or in any case the Participant receives a surplus payment beyond the Cash Rebate amount the Participant is or should be entitled to receive under the Program as determined by the Organiser at its sole discretion, the Participant consents that the Organiser reserves the right to request Matchmove to set off such amount from the Participant's Elevate Account and return such amount to the Organiser without further reference to the Participant. The Participant shall not be entitled to any payment or compensation whatsoever in respect of such set off or deduction.