



DIAMOND ELECTRIC & YANG REWARD TERMS AND CONDITIONS

Date: 24 July 2019 ("Effective Date")

By subscribing to this "Reward" offered by Diamond Energy Merchants Pte Ltd ("Diamond Electric") all customers accept the following terms and conditions:

1. Definitions

- (a) "Customer" means any person who signs up to Diamond Electric electricity plan(s).
- (b) "Customer Personal Data" means Personal Data which any Customer or prospective customer discloses to Diamond Electric, or which Diamond Electric processes on behalf of any Customer or prospective customer, pursuant to this Reward.
- (c) "Diamond Electric Representative" means the employees, officers, agents, and other such authorised representatives of Diamond Electric.
- (d) "Offer" means the offer of the Service following the sign up of any Diamond Electric electricity plans.
- (e) "Personal Data" means data, whether true or not, about an individual who can be identified (a) from that data alone, or (b) from that data and other information which Diamond Electric has or is likely to have.
- (g) "Merchant" means Yang Coffee & Toast Pte Ltd.
- (h) "Service" & "Reward" mean the Merchant's Reward or Promotion as indicated in Diamond Electric's Diamond Rewards Page at <https://www.diamond-electric.com.sg/diamond-rewards>.

2. Complimentary Promotion

This Reward is offered in good faith and is complimentary. Diamond Electric takes no responsibility for the Merchant's obligations and performance of the Service and any loss or damage suffered by the Customer as a consequence thereof.

3. Offer

The Offer for the Service is made by the Merchant or its authorised representatives. For each customer who has successfully signed up to any of Diamond Electric's plans, the customer will be eligible for the Reward.

4. Validity of Promotion

Please refer to Clause 6 for the validity of the Reward.

5. Eligibility and Selection

- (a) Only residential & businesses Customers located in Singapore are eligible for this Promotion.
- (b) Diamond Electric reserves the right to refuse this Reward to any Customer and Merchant is not responsible or liable for Diamond Electric's exercise of its discretion and rights under this Promotion.

6. Promotion



- To redeem this Reward, inform the Cashier during payment the '**promo code**' indicated in your Diamond Electric customer portal.
- Receive 10% discount off all spend at Yang Coffee & Toast Cafe.
- Reward is valid until 31st December 2019.
- Only redeemable at Yang Coffee & Toast Cafe located at 371 Beach Road, #01-02 City Gate, Singapore 199597.
- Offer is not refundable or exchangeable for cash, and any unused balance will not be refunded.
- For more information on the products & services, please visit <https://yang-coffee-toast.business.site>
- This Promotion is not redeemable for cash or any other products and/or services unless stated otherwise by Diamond Electric, and cannot be transferred or exchanged.
- Diamond Electric reserves the right to amend the Terms & Conditions of, or suspend, or terminate, this Promotion at any time without prior notice.

7. Personal Data

- (a) Diamond Electric shall not, and shall take all steps to ensure that each Diamond Electric Representative shall not, transfer Customer Personal Data to a place outside Singapore without the Customer's prior written consent.
- (b) Diamond Electric shall protect Customer Personal Data in Diamond Electric's control or possession by making reasonable security arrangements (including, where appropriate, physical, administrative, procedural, and information & communications technology measures) to prevent unauthorised or accidental access, collection, use, disclosure, copying, modification, disposal or destruction of Customer Personal Data, or other similar risks.
- (c) Diamond Electric shall only permit authorised personnel to access Customer Personal Data on a need-to-know basis.
- (d) Where Diamond Electric provides Customer Personal Data to the Merchant or its authorised representatives, Diamond Electric shall make reasonable efforts to ensure that the Customer Personal Data is accurate and complete before providing the same to the Merchant or its authorised representatives. Diamond Electric shall put in place adequate measures to ensure that the Customer Personal Data in its possession or control remains, or is otherwise accurate and complete. In any case, Diamond Electric shall take steps to correct any errors in the Customer Personal Data, as soon as practicable.
- (e) The Merchant shall not retain Customer Personal Data (or any documents or records containing Customer Personal Data, electronic or otherwise) for any period of time longer than is necessary to serve the purposes of this Promotion.

8. Indemnity

Each Customer releases and indemnifies Diamond Electric and its officers, shareholders, employees, agents, directors, affiliates, assigns, suppliers, licensors, promoters, and agencies ("Representatives") connected with this Promotion against all liability, cost, loss or expense arising out of acceptance of the Service or participation in this Promotion including (but not limited to) damage to property and whether direct, consequential, or reasonably foreseeable due to a negligent act or omission. IN NO EVENT WILL DIAMOND ELECTRIC OR ITS REPRESENTATIVES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE,



EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE.

9. Governing law

This Agreement is governed by the laws of Singapore.