

# **TERMS AND CONDITIONS OF PRUSAFE COVIDCOVER TELECONSULTATION FLAT RATE INITIATIVE**

## **A. Initiative Details**

### 1. Definitions:

- a) "Prudential" means Prudential Assurance Company Singapore (Pte) Limited.
- b) "Customer" means any eligible individual policyholder who has registered for a PRUSafe COVIDCover policy on Pulse by Prudential ("Pulse") since 26 January 2021.
- c) "Redemption Code" refers to the last 4 digits of the Policyholder's PRUSafe COVIDCover policy.
- d) "Offering" refers to flat rate S\$5 Teleconsultation through MyDoc on Pulse, for eligible PRUSafe COVIDCover Policyholders (including existing in-force policy holders and new sign-ups)

### 2. Mechanisms of the Initiative

The Initiative is open to all qualifying Customers, as defined above.

### 3. Offering Redemption/Collection

The eligible Customer will state the Redemption Code, which is valid till 31 December 2022. This redemption code must be mentioned to the concierge service, after a consultation to qualify for the "Offering". The Customer will be required to enter their credit card details to book an appointment.

There is no limit on the number of times a policyholder may use the \$5 teleconsultation for each teleconsultation service. For the avoidance of doubt, the cost of any medication and medication delivery costs associated will not form part of the "Offering" and will be billed separately.

## **B. General Terms and Conditions**

1. By participating in the Initiative, each Customer is deemed to have accepted and agreed to be bound by these Terms and Conditions and any other instructions, terms and conditions that Prudential may issue from time to time.
2. Prudential assumes no responsibility for incomplete, lost, late, damaged, illegible or misdirected forms or email communication, for technical hardware or software failures of any kind, lost or unavailable network connections, or failed incomplete, garbled or delayed electronic transmission which may limit a Customer's ability to participate in the initiative.
3. Prudential has the sole and absolute discretion to exclude any Customers from participating in the Initiative without any obligation to furnish notice and/or reason.
4. Prudential reserves the right to disqualify or disregard any Customer who does not comply with the Terms and Conditions.
5. Prudential may at its discretion forfeit the "Offering", or, if already awarded, reclaim the "Offering" at the expense of the eligible Customer without payment, compensation, or having to give any reason whatsoever in the event Prudential subsequently discovers that the eligible Customer is not eligible to participate in the initiative and/or to receive the "Offering".

6. The "Offering" is subject to availability while stocks last. Prudential reserves the right to replace any "Offering" with items of similar value at any time without prior notice.
7. Prudential shall not be liable for any loss of, damage to, defects, delay, mis-delivery or non-delivery of the "Offering".
8. Prudential reserves the right to deal with any unclaimed "Offering" in any manner it deems fit. Prudential reserves the right to request for the Customer's proof of eligibility, identity and/or otherwise for the purposes of verifying the Customer's claim to the "Offering"(s) at the time of "Offering" collection. Prudential is under no obligation whatsoever to disclose the identity of its customers or to publish the same for any reason at any point of time.
9. The "Offering" is not exchangeable for cash, credit or any other items of equivalent value. The validity period of the "Offering" is non-extendable. Prudential will be under no obligation to replace or pay to Customers the value of any "Offering"(s) that are not utilised by the Customer before the end of the validity period of the "Offering"(s) as may be stipulated by Prudential and/or relevant merchants.
10. By participating in this Initiative, each Customer agrees and consents under the Personal Data Protection Act (Cap 26 of 2012) to the collection, use and disclosure of any and all personal data of the Customer by/to Prudential, advertising and promotional agencies of the initiative and such other third party, in Prudential's absolute discretion, consider appropriate or necessary in connection with the initiative and redemption of "Offering"(s).
11. If a Customer provides Prudential with personal data of any third party, that Employee hereby:
  - a) Agrees on behalf of that third party to be bound by the Terms and Conditions contained herein; and
  - b) Consents on behalf of that third party, to Prudential's collection, use, disclosure and processing of his/her personal data in accordance with the Terms and Conditions contained herein.

The Customer warrants that he/she has obtained the said third party's prior consent to such collection, use, disclosure and processing of his/her personal data by Prudential and that the personal data that the Customer provides to Prudential is true, accurate and complete.

12. Prudential shall not be liable for any third party's misuse of the Customer's submitted information and photograph as a result of the Customer taking part in the Initiative.
13. Unless prohibited by law, participation in the Initiative constitutes permission for Prudential, its advertising and promotional agencies to use any of the Customer's names, and/or likeness for advertising and promotional purposes. Each Customer further agrees and acknowledges that the copyright and all other intellectual property rights in and to all photographs or audio-video or other recordings of the Customer taken or made in connection with the initiative shall vest solely and absolutely in Prudential without any compensation to the Customer.
14. Prudential may at any time at its absolute discretion, without prior notice or assigning any reason thereof or being liable to any person, (i) suspend, cancel or terminate the initiative, or (ii) delete, vary, supplement, amend, modify any one or more of the terms and conditions of the Initiative. Prudential's determination of all matters in connection with the Initiative and the "Offering" shall be final, binding and conclusive. Prudential is not obliged to give any reason or prior notice on any matter concerning the Initiative or the "Offering". No appeal, correspondence or claims will be entertained. Prudential has the right and discretion to

determine whether a party has met the requirements of the Initiative and/or to receive the "Offering". Customers shall not be entitled to any damages or compensation whatsoever or howsoever arising as a result of such amendment, suspension or termination.

15. By participating in the Initiative, all Customers agree and undertake to, at all times, indemnify, keep indemnified, and hold Prudential, its employees and agents harmless against all losses (including direct, indirect, incidental and/or consequential losses), damages (including general, special, and/or punitive damages), demands, injuries (other than personal injury caused by Prudential's negligence), claims, costs, penalties, interest and fees (including all legal fees as between solicitor and client or otherwise on a full indemnity basis whether or not incurred in respect of any real, anticipated, or threatened legal proceedings), howsoever caused by, arising or resulting from, whether directly or indirectly, their participation in the Initiative, acceptance or usage of any "Offering", and/or any breach or purported breach of these Terms and Conditions and/or any applicable law.
16. Prudential makes no warranty or representation as to the quality, merchantability or fitness for purpose of the merchants' goods and services in respect of the "Offering"(s). Any dispute about the same must be resolved directly with the merchant. Merchant terms and conditions apply.
17. 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 Initiative, these Terms and Conditions shall prevail.
18. Any trademarks, graphic symbols, logos or intellectual property contained in any materials used in connection with this Initiative, in particular the "Offering"(s), are the property of their respective owners. Prudential is not affiliated with, or endorsed or sponsored by, such owners and their relevant affiliates.
19. Failure by Prudential to exercise any of its right or remedy under these Terms and Conditions does not constitute a waiver of that right or remedy.
20. The Terms and Conditions shall be governed by Singapore law and the Customers agree to submit to the exclusive jurisdiction of the courts of Singapore.
21. A person who is not a party to any agreement governed by these terms and conditions shall have no right under the Contracts (Right of Third Parties) Act (Cap 53B) to enforce any of these terms and conditions.