

Terms and Conditions for the United Overseas Bank Limited (“UOB”) & Shell Eastern Petroleum (Pte) Ltd (“Shell”) 20.8% Savings Terms & Conditions:

1.
 - (i) The “*UOB and Shell 20.8% Fuel Savings*” Promotion (“**Promotion**”) is applicable to cardholders of an Eligible Card (“**Eligible Cardmember**”).
 - (ii) For the avoidance of doubt, the following Eligible Cardmembers are not eligible for the Promotion:-
 - (a) Eligible Cardmembers whose Eligible Card account is not active, valid, subsisting, in good standing and satisfactorily and properly conducted at all times in the opinion of UOB and such opinion shall be made at the absolute discretion of UOB;
 - (b) Eligible Cardmembers whose Eligible Card account is delinquent, voluntarily or involuntarily closed or terminated or suspended for any reasons whatsoever; and
 - (c) Eligible Cardmembers who are or who become mentally incapacitated, deceased, bankrupt, insolvent, or who face legal incapacity;
 - (d) Eligible Cardmembers who face legal proceedings of any nature or any threat of legal proceedings of any nature instituted against them;
 - (e) Eligible Cardmembers who charged any Fuel Purchases to a credit card or a debit card which is not an Eligible Card; or
 - (f) such other persons whom UOB may decide to exclude at its discretion without prior notice and without furnishing any reason, at any time.

Notwithstanding anything herein to the contrary, UOB and Shell has the absolute discretion at any time and from time to time to determine the eligibility of any person to take part in the Promotion and shall not be obliged to give any reason or prior notice therefore and shall not be liable to make any payment or compensation whatsoever to any person rendered ineligible for participation in the Promotion.

2. For the purposes of the Promotion, the terms:-
 - (i) “**Eligible Card**” refers to a credit card or a debit card that is issued by United Overseas Bank Limited (“**UOB**”) in Singapore prior to or during the Promotion Period but shall exclude UOB PRVI Miles Platinum American Express® Card, UOB Preferred Platinum American Express® Card, UOB UnionPay Platinum Card, Bank 121, MPC Mastercard, Travel Accounts, Purchasing and/or Private Label Card;
 - (ii) “**Fuel Purchase**” refers to the purchase of any Shell Fuel by an Eligible Cardmember at any Singapore Shell Station;
 - (iii) “**Shell Fuel**” refers to Shell V-Power Nitro+, Shell FuelSave 98 or 95 or Shell FuelSave Diesel;
 - (iv) “**Singapore Shell Station**” refers to any Shell petrol station located in Singapore.

3. The Promotion is only valid from 17 October 2016 to 16 October 2017, both dates inclusive ("**Promotion Period**").
4. (i) Under the Promotion and depending on which Eligible Card an Eligible Cardmember has charged the Fuel Purchase to, that Eligible Cardmember will enjoy up to 20.8% worth of savings for his/her Fuel Purchase that is successfully charged by that Eligible Cardmember to his/her Eligible Card during the Promotion Period and which said purchase successfully posted and captured in UOB's system during the Promotion Period. The table below set out the percentage of savings that an Eligible Cardmember would enjoy when he/she successfully charges his/her Fuel Purchases to his/her Eligible Card during the Promotion Period and which said purchase successfully posted and captured in UOB's system during the Promotion Period:-

<u>Type of Discounts Awarded for Fuel Purchase charged to an Eligible Card</u>	Fuel Purchase charged to a Gold/Classic Eligible Card	Fuel Purchase charged to a Platinum Eligible Card	Fuel Purchase charged to a Premium Eligible Card	Fuel Purchase charged to the Eligible Card which is a UOB One Card
Shell Station Discount	5%	5%	5%	5%
Shell Escape Card Discount	5%	5%	5%	5%
UOB Rebate (SMART\$)	4%	4%	4%	7%
UOB One Card Additional Rebate	-	-	-	5%*
Total Core Savings for Fuel Purchase	13.6%	13.6%	13.6%	20.8%

*Up to 5% cash rebate is conditional on there being a spend of S\$2,000 monthly for each qualifying quarter (consisting of three (3) consecutive statement periods) with minimum three (3) purchases monthly to earn the quarterly cash rebate of S\$300. Alternatively, enjoy up to 3.33% cash rebate based on a spend of S\$500 or S\$1,000 monthly for each qualifying quarter (consisting of three (3) consecutive statement periods) with minimum three (3) purchases monthly to earn the quarterly cash rebate of S\$50 or S\$100 respectively. Other terms and conditions apply. Please refer to full set of UOB Visa Credit Terms and Conditions at uob.com.sg/one.

- (ii) For the avoidance of doubt:-

- (a) the UOB Rebate, the Launch Rebate, the SMART\$ rebates and, where applicable, UOB One Card rebates apply to the nett amount of the Fuel Purchase after the Shell Station discount and Shell Escape Card discount has been deducted from the Fuel Purchase.
- (b) 1 SMART\$ is equivalent to S\$1.00.
- (c) UOB SMART\$ and UOB One Card terms and conditions apply including up to 5% UOB One Card rebate being conditional on a minimum spend of S\$2,000 a month (including fuel purchases) on the UOB One Card for 3 consecutive months. Please refer to www.uob.com.sg/one for full terms and conditions.
- (d) the SMART\$ rebate earned at the Singapore Shell Station:-
- (i) may only be redeemed:
- After the SMART\$ rebates has been credited into the Eligible Cardmember's UOB Credit Card/ Debit Card Account; and
 - When an Eligible Cardmember makes his/her next purchase at any of the participating SMART\$ merchants including Singapore Shell Stations.
 - Please visit uob.com.sg for a complete listing of participating SMART\$ merchants and take note that such merchants may impose conditions for redemption of goods and services; and
- (ii) cannot be transferred, exchanged for cash or in kind, withdrawn as cash or used to offset payments such as fund transfers, tax payments, financial charges, late charges, fees, interests and other outstanding balances.
- (e) UNI\$ are not awarded for card transactions that earn SMART\$ rebate.
- (f) In the event that the UOB credit card or, where applicable, UOB debit card transaction goes offline or if there is a credit card/debit card system downtime at any Singapore Shell Station, SMART\$ rebate will only be awarded after end of day batch run upon merchant settlement.
- (g) No combination of spending for principal and supplementary Eligible Cardmembers. SMART\$ rebate credited to the principal Eligible Card can only be redeemed by the principal Eligible Cardmember. SMART\$ rebate credited to the supplementary Eligible Card can only be redeemed by the supplementary Eligible Cardmember.
5. 1 SMART\$ is equivalent to S\$1.00. SMART\$ rebate is not applicable to UOB PRVI Miles Platinum American Express® Card, UOB Preferred Platinum American Express® Card, UOB UnionPay Platinum Card, Bank 121, MPC Mastercard, Travel Accounts, Purchasing and Private Label Card. UOB SMART\$ and UOB One Card terms and conditions apply. Other terms and conditions apply. Visit uob.com.sg/fuelpowershell for more details. SMART\$ will not be issued for spending made at Shell autoserv.
6. UOB and Shell reserve the right at any time and from time to time to vary the terms of all or withdraw the Promotion at any time without giving any reason or prior notice or being liable to any party.

7. UOB is not an agent of Shell Eastern Petroleum (Pte) Ltd ("**Shell**") and any Singapore Shell Station, the SMART\$ merchants, the merchant, agent, supplier and service provider. UOB is not liable or responsible for (i) the defects, quality, merchantability, the fitness for any purchase or any other aspect of any goods and/or services provided by or purchased from Shell and, where applicable, any Singapore Shell Station, the SMART\$ merchants, the merchant, agent, supplier and/or service provider; (ii) the acts or defaults of the Shell, any Singapore Shell Station, the SMART\$ merchant, the merchant, agent, supplier and/or service provider; or (iii) for any injury, loss, claim or damage or consequences whatsoever or for any charges, costs or expenses of any kind whatsoever suffered or incurred as a result of or in connection with the purchase, redemption or utilization of the goods and services provided or redeemed or purchased or in connection with the Promotion, howsoever arising. Any dispute between an Eligible Cardmember and Shell, any Singapore Shell Station, the SMART\$ merchant, any merchant, agent, supplier and, where applicable, service provider shall be resolved directly between the Eligible Cardmember and Shell, the applicable Singapore Shell Station, the SMART\$ merchant, any merchant, agent, supplier and, where applicable, service provider. Shell, Singapore Shell Station, the SMART\$ merchant, the merchant, agent, supplier and, where applicable, service provider may impose terms and conditions for the purchase, redemption and/or, where applicable, utilisation of goods and/or services provided. Singapore Shell Station terms and conditions apply hereto. Please refer to the Shell website at www.shell.com.sg for the applicable terms and conditions.
8. UOB assumes no liability or responsibility in any manner whatsoever for the acts or defaults of the merchant or defects in the goods and services offered in the Promotion, or for any injury, loss, damage, costs or expenses in connection with or arising out of the purchase, redemption or usage of the goods and services offered in the Promotion. UOB is not an agent of the merchants. Any dispute about the quality or service standard of the goods and services offered in the Promotion must be resolved directly with the respective merchants.
9. UOB and Shell shall not be responsible or liable:-
 - (i) for any breakdown or malfunction in any computer system or equipment; or
 - (ii) for any cost, damage, claim of, loss to or expenses of any Eligible Cardmember or any other person in connection with the Promotion, howsoever arising.
10. Notwithstanding anything to the contrary, UOB and Shell reserve the right to terminate the Promotion and/or to vary, amend, add or delete any of the terms and conditions governing the Promotion at any time in their absolute discretion including, but not limited to, varying the Promotion Period, eligibility terms and criteria, the percentages referred to in the table under Paragraph 4 above, the selection of the Eligible Cardmembers for the Promotion and/or the designated Eligible Card for the Promotion, the timing of any act to be done, and even terminating the Promotion without giving any reason or prior notice or assuming any liability to any person, and all Eligible Cardmembers shall be bound by these amendments.
11. The decision of UOB and Shell on all matters relating to the Promotion (including, but not limited to, any disputes) is at its discretion and shall be final, conclusive and binding and UOB and Shell shall not be obliged to give any reason or prior notice. UOB and Shell shall not be liable to any party. No correspondence, appeal, demands, payments and, where applicable, claims will be given or entertained on any matter

arising from the Promotion and no payment or compensation will be given or paid by UOB and Shell.

12. Participation in the Promotion is subject to these terms and conditions and by participating in the Promotion, the Eligible Cardmembers are deemed to have accepted these terms and conditions. Singapore Shell Station terms and conditions apply hereto ("**Singapore Shell Station Terms**"). Please refer to the Shell website at www.shell.com.sg for the applicable Singapore Shell Station Terms. The prevailing UOB Cardmembers Agreement, the prevailing UOB SMART\$ rebate terms and conditions and, where the Eligible Card is a UOB One Card, the prevailing UOB One Card terms and conditions also apply (collectively the "**Standard Terms**"). Please refer to uob.com.sg for details. The Standard Terms and the Singapore Shell Station Terms are to be read together with the terms and conditions of the Promotion. In the event of any inconsistency between these terms and conditions and the Standard Terms or these terms and conditions and the Singapore Shell Station Terms, these terms and conditions shall prevail to the extent of such inconsistency in connection with this Promotion.
13. While all information provided herein is believed to be correct and reliable as at the date of printing and publishing, UOB and Shell make no representation or warranty whether expressed or implied, and accept no responsibility or reliability for its completeness or accuracy.
14. In the event of any inconsistency between these terms and conditions herein and any advertising, promotional, publicity and other materials relating to or in connection with the Promotion, the terms and conditions herein shall prevail.
15. A person who is not a party to these terms and conditions herein and/or any agreement governed by these terms and conditions herein shall have no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) of Singapore to enforce any term of such agreement or any of these terms and conditions herein.
16. These terms and conditions contained herein shall be governed by and construed in accordance with the laws of Singapore, and all Eligible Cardmembers who participate in the Promotion shall be deemed to have agreed to submit to the exclusive jurisdiction of the courts of the Republic of Singapore.
17. Except where the context otherwise requires, words denoting the singular include the plural and vice versa.