

Terms and Conditions for the United Overseas Bank Limited ("UOB") & Shell Eastern Petroleum (Pte) Ltd ("SHELL") JOINT CAMPAIGN Additional UOB 5% SMART\$ Rebate Promotion for UOB One Credit Card

- 1. The Additional UOB 5% SMART\$ Rebate Promotion ("Promotion") is valid from 1 September 2011 to 30 September 2011, both dates inclusive or such other period as may be determined by UOB in its absolute discretion from time to time. The Additional UOB 5% SMART\$ Rebate Promotion is only applicable to all new and existing principal and supplementary cardholders of UOB One Credit Cards issued in Singapore prior to and during this promotion period and are not applicable to any other UOB Credit/Debit Cards ("Eligible Cardmembers").
- 2. An Eligible Cardmember's UOB One Credit Card account must be 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 and shall be final, conclusive and binding upon the Eligible Cardmembers.
- (a) Subject to Clause 5 below, an Eligible Cardmember must charge a minimum retail spend of \$\$500 per calendar month at any SHELL petrol station (excluding all Shell Autoserve outlets) located in Singapore ("Singapore SHELL Station") to his/her UOB One Credit Card during the Additional UOB 5% SMART\$ Rebate Promotion period for the Eligible Cardmember to qualify for the additional 5% SMART\$ rebate when Eligible Cardmember spends at any Singapore SHELL Station.

(b) The additional 5% SMART\$ rebate earned at the Singapore SHELL Station:-

(i) may only be redeemed :-

(1) after such SMART\$ rebates has been credited into the Eligible Cardmember's UOB One Credit Card Account; and

(2) when an Eligible Cardmember makes his/her next purchase at any of the participating SMART\$ merchants. 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(ii) cannot be transferred, exchanged for cash or in kind, withdrawn as cash or used to offset payments such as fund transfers, tax payments, financial charges, late charges, fees, interests and other outstanding balances.

- 4. No combination of spending for principal and supplementary Eligible Cardmembers. SMART\$ rebate credited to the principal card can only be redeemed by the principal Eligible Cardmember. SMART\$ rebate credited to the supplementary card can only be redeemed by the supplementary Eligible Cardmember.
- 5. Eligible retail spends at any Singapore SHELL Station under this Additional UOB 5% SMART\$ Rebate Promotion refers only:-

(a) to purchases made locally at any Singapore SHELL Station ("Purchases") only wherein:-

(i) there is no minimum purchase required for fuel purchases;

(ii) a minimum spend of S\$20 is required for merchandise purchase only; and

(iii) the minimum purchase of S\$20 will not be applicable if the Eligible Cardmember purchases both fuel and merchandise items at the said Singapore SHELL Station; and

(b) shall exclude:-

(i) any purchase of service items consisting of parking coupons, all pre-paid phone cards, SIM cards, top-up cards, cashcards, newspapers and postage stamp, For the avoidance of doubt, any payment by credit/debit card for the purchase of such service items is not permitted.; and

(ii) all recurring payments like GIRO and Interest-free Instalment Payment Plan and any payments for funds transfers, cash advance, fees, interests, late charges, tax payments or any other financial charges.

6. In the event that the relevant UOB One Credit Card account is delinquent, voluntarily or involuntarily closed or terminated or suspended for any reasons whatsoever before the additional 5% SMART\$ rebates are credited into the said card account, such additional 5% SMART\$ rebates shall automatically be forfeited and shall not be transferable to any other UOB Smartcard Account and the Eligible Cardmember shall not be entitled to any compensation or payment whatsoever.

7. (a) All Purchases made will have to be posted into UOB's credit card systems before the end of this Promotion period. UOB accepts no liability or responsibility for any late posting of the purchases, failure or delay in the transmission of evidence of sale transaction by merchants or for whatsoever reasons which may result in a charge incurred or made by the Eligible Cardmember being omitted during the promotional period for this Promotion valid from 1 September 2011 to 30 September 2011, both dates inclusive and such other period as may be determined by UOB in its absolute discretion from time to time or for the acts or defaults of Singapore SHELL Station or defects in the goods and services offered in this Promotion and shall not be liable to the Eligible Cardmember for any injury, loss and/or cost of damages of any kind resulting from the Eligible Cardmember's participation in this Promotion howsoever arising or arising from the redemption or usage of the goods and services provided under this Promotion and the Eligible Cardmember shall indemnify UOB for any claims, actions, losses or damages or costs (including legal costs on a full indemnity basis) made against or incurred by UOB in connection therewith.

(b) UOB is not an agent of any Singapore SHELL Station and not liable for the quality, merchantability, the fitness for any purchase or any other aspect of any goods and/or services provided by any Singapore SHELL Station. Any dispute between an Eligible Cardmember and Singapore SHELL Station shall be resolved directly between the Eligible Cardmember and Singapore SHELL Station. Singapore SHELL Station terms and conditions apply hereto. Please refer to the Shell website at <u>www.shell.com.sg</u> for the applicable terms and conditions.

(c) UOB reserves the right to amend/terminate/ withdraw/ substitute the Additional UOB 5% SMART\$ Rebate Promotion or the Additional UOB 5% SMART\$ Rebate or vary, delete or add any of the terms and conditions of the Additional UOB 5% SMART\$ Rebate Promotion or the Additional UOB 5% SMART\$ Rebate at its absolute discretion and at any time, without prior notice and without having to disclose any reason thereof and without payment or compensation whatsoever to the Eligible Cardmembers and all Eligible Cardmembers shall be bound by these amendments.

(d) The decision of UOB on all matters relating to the Additional UOB 5% SMART\$ Rebate or the Additional UOB 5% SMART\$ Rebate Promotion (including, but not limited to, any disputes) shall be final, conclusive and binding and UOB shall not be obliged to give any reason. No correspondence and claims will be given or entertained on any matter arising from the Additional UOB 5% SMART\$ Rebate Promotion.

8. The SMART\$ rebates earned by the Eligible Cardmember under the Additional UOB 5% SMART\$ Rebate Promotion will be credited into the relevant Eligible Cardmember's UOB One Credit Card account within two weeks after the expiry of this Promotion period and will be reflected in that said month's Eligible

Cardmember's credit card statement. UOB will inform Eligible Cardmembers in writing on the aggregate awarded SMART\$ rebates after the expiry of this Promotion period. UNI\$ are not awarded for card transactions that earn SMART\$ rebate.

- 9. UOB SMART\$ rebate terms and conditions apply. Please refer to uob.com.sg for details.
- 10. These terms and conditions shall be governed by the laws of Singapore and all Eligible Cardmembers who participate in this Promotion shall be deemed to have agreed to irrevocably submit to the exclusive jurisdiction of the courts of Singapore. A person who is not a party to any agreement governed by these terms and conditions shall have no right under the Contract (Rights of Third Parties) Act (Cap 53B) to enforce any of these terms and conditions.
- 11. While all information provided herein is believed to be correct and reliable at the time of publishing or posting online, UOB makes no representation or warranty whether expressed or implied, and accepts no responsibility or reliability for its completeness or accuracy. In the event of any inconsistency between these terms and conditions and any brochure, marketing or promotional material relating to the Additional UOB 5% SMART\$ Rebate Promotion, these terms and conditions shall prevail.