# **"DRIVE FOR FREE" PROMOTION**

# **TERMS AND CONDITIONS**

## 1 <u>Eligibility</u>

1.1 Subject to Clauses 1.2 and 1.3, the UOB's DRIVE FOR FREE at Shell ("the Promotion") is open to all eligible principal Cardmembers of UOB Credit and UOB NOW Debit Cards (collectively "Principal Cardmembers" or each a "Principal Cardmember") which are valid, subsisting and in good standing as may be determined by United Overseas Bank Limited ("UOB") at its sole and absolute discretion (collectively "Eligible Cardmembers" or each an "Eligible Cardmember").

For the avoidance of doubt, (a) the benefit of all charges incurred by a supplementary Cardmember in respect of the Promotion shall accrue to the Eligible Cardmember; (b) termination of a supplementary Cardmember's account will not by itself disqualify the Eligible Cardmember from the Promotion.

1.2 The following are not eligible for the Promotion:

1.2.1 Directors, employees and their respective immediate families, of UOB; 1.2.2 Employees of UOB's partners including advertising and promotion agencies and any other persons involved in organizing, promoting and/or conducting the Promotion;

1.2.3 Principal Cardmembers whose accounts are terminated between 2 February 2009 and 31 March 2009 (both dates inclusive);

1.2.4 Persons who are or become insane, deceased, insolvent or have legal proceedings of any nature instituted against them;

1.2.5 Persons below the age of 21 years as at 2 February 2009;

1.2.6 Any accounts that are deemed to be delinquent or unsatisfactorily conducted at UOB's sole and absolute discretion; and

1.2.7 Any other persons as UOB may decide to exclude at its sole and absolute discretion without notice and without furnishing any reason.

- 1.3 This Promotion is not applicable to UOB JCB Card, UOB CUP Card, Bank 121 Card, Travel Accounts, Purchasing and Private Label Card; and purchases at Shell Autoserv.
- 2 <u>Qualifying Period</u>
- 2.1 The Qualifying Period for this Promotion commences on 2 February 2009 and ends on 31 March 2009 (both dates inclusive).

#### 3. <u>Allocation of Chances</u>

- 3.1 One (1) chance will be awarded to every Eligible Cardmember for a minimum S\$50 charged in a single receipt to the UOB Credit Card or UOB NOW Debit Card at Shell stations in Singapore during the Qualifying Period.
- 3.2 The first qualifying customer of the hour stands to win S\$100 (Hourly Winner) and the 1000<sup>th</sup> qualifying customer of the day stands to win S\$1,000 (Daily Winner) worth of Shell fuel rebates in the form of SMART\$ respectively.
- 3.3 UOB's transaction records and the total number of chances allotted to an Eligible Cardmember shall be final and conclusive. No correspondence will be entertained.

## 4. <u>Prizes</u>

- 4.1 The winners will be chosen daily. There will be a total of 1,392 Hourly Winners and 58 Daily Winners. Each Hourly Winner will win S\$100 worth of Shell fuel rebates and each Daily Draw winner will win S\$1,000 worth of Shell fuel rebates, all in the form of SMART\$ (the "Prize") which are redeemable only at Shell stations in Singapore. Hourly Winners will be notified by post. Daily Winners will be informed at the time of transaction and by post.
- 4.2 UOB reserves the right to select reserve winners to substitute any winner subsequently found to be disqualified. UOB's determination of the winners shall be final, conclusive and binding. No correspondence or claims will be entertained.
- 4.3 The Prize is neither transferable nor exchangeable for cash or otherwise.
- 4.4 The Prize must be redeemed within 6 months from the date of issue of the SMART\$. Prizes not redeemed by the expiry date will be forfeited. Any winner whose Prize has been forfeited shall not be entitled to any payment or compensation notwithstanding non-receipt of notification.
- 4.5 UOB may, at any time without notice in its sole and absolute discretion, substitute the Prize with another prize of similar value.

#### 5. Participation

5.1 It is a condition precedent for participation in the Promotion that the winner consents to the public disclosure of his/her name, identification/passport number and photographs for publicity or commercial purposes or otherwise participate in the publicity activities of UOB and Shell in relation to the Promotion and to the use of any data provided by such winner for any future marketing effort by the UOB group of companies, without any payment or compensation thereof.

#### 6. <u>General</u>

- 6.1 The decisions of UOB on all matters relating to the Promotion are final, conclusive and binding. UOB shall not be obliged to give any reason or enter into any correspondence with any persons on any matter concerning the Promotion.
- 6.2 Notwithstanding anything in these Terms and Conditions, UOB reserves the right at any time in its absolute discretion to determine and/or amend, by addition to, subtraction from or variation of, these Terms and Conditions without prior notification, including but not limited to the eligibility terms and criteria, the selection of winners, and the timing of any act to be done, and all participants shall be bound by these amendments.

- 6.3 In the event of any inconsistency between these Terms and Conditions and any advertising, promotional, publicity and other materials relating to or in connection with the Promotion, these Terms and Conditions shall prevail.
- 6.4 A person who is not a party to any agreement governed by these Terms and Conditions shall have no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any term of such agreement.
- 6.5 These Terms and Conditions shall be governed by 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 Singapore Courts.