

**Terms and Conditions for United Overseas Bank Limited ("UOB")
"UOB/Shell Festive Promotion 2012/2013"**

1. Promotion

- 1.1 Subject to Clause 1.2 below, the UOB/Shell Festive Promotion 2012/2013 is open to all Eligible Cardmember who makes a S\$50.00 minimum gross purchase of Shell V-Power, Shell FuelSave 98 or 95 or Shell diesel (before any applicable station discount, card discount or rebate) in a single receipt at any participating Shell Group of companies station in Singapore ("Shell Station") using the Eligible Cards during the Promotion Period.
- 1.2 The term:
- (a) "Eligible Cardmember" shall mean any principal holders of the Eligible Cards, whose card account(s) is/are valid, subsisting, in good standing and satisfactorily conducted as determined by UOB in its sole and absolute discretion.
 - (b) "Eligible Card" shall mean any of the following cards issued by UOB in Singapore: Platinum Debit Cards (UOB NOW Debit Card, UOB Direct Debit Card and UOB Debit Visa Card) and UOB Credit Cards, but does not include UOB Preferred Platinum American Express Card, UOB UnionPay Platinum Card, UOB Travel Account Card, Purchasing and Private Label Card unless otherwise stated.
- 1.3 The following are not eligible to participate in the Promotion:
- (a) Directors and employees of UOB and Shell and their respective immediate family members;
 - (b) Employees or staffs of UOB's partners, advertising, promotion agencies and any other persons involved in organizing, promoting and/or conducting the Promotion;
 - (c) Principal Cardmembers whose accounts are valid and subsisting on the Draw Date (defined in Clause 3(a) below);
 - (d) Persons who are unsound of mind, deceased, insolvent or have legal proceedings of any nature instituted against them; and;
 - (e) Any other accounts that are deemed to be delinquent or unsatisfactorily conducted by UOB at its sole and absolute discretion.
- 1.4 Notwithstanding anything herein, UOB has the absolute discretion to determine the eligibility of any Cardmembers for the Promotion and such determination shall be final and conclusive and UOB shall not be obliged to give any reasons thereof.

2. Promotion Period

The Promotion is valid only for the period commencing from 13 December 2012, 0700 hours to 18 February 2013, 2300 hours (all days including Public Holidays) ("Promotion Period") or such other period as may be determined by UOB and Shell in their absolute discretion. All times referred to here and hereinafter are in Singapore time (GMT +8).

3. S\$1,000 worth of Shell Fuel Vouchers ("Lucky Draw Prize"), S\$18 Shell Fuel Voucher ("Daily Prize") and God of Fortune S\$8 Shell Fuel Voucher ("God of Fortune Prize")

- (a) S\$1,000 worth of Shell Fuel Vouchers
- (i) Every Eligible Cardmember who meets the criteria set out in Clauses 3(a)(i)(aa), (bb) and (cc) below shall be allocated one (1) lucky draw chance with every S\$50.00 spending on Fuel to win the Lucky Draw Prize:-

- (aa) pumps Shell V-Power, Shell FuelSave 98 or 95 or Shell diesel ("Fuel") between between 0700 hours until 2300 hours daily during the Promotion Period;
 - (bb) makes payment for the Fuel using a valid Eligible Card; and
 - (cc) has purchased a minimum of S\$50.00 worth of Fuel at any Shell Station.
 - (ii) There will be a total of twenty (20) Lucky Draw Prizes to be given away in this Promotion.
 - (iii) The benefit of all and any charges incurred by a supplementary Cardmember shall accrue to the applicable principal Cardmember and for the avoidance of doubt no lucky draw chance shall be allocated to a supplementary Cardmember.
 - (iv) For the avoidance of doubt, each Eligible Cardmember shall be entitled to win the Lucky Draw Prize only once during the Promotion Period.
 - (v) Unless UOB notified otherwise, the lucky draw will be conducted on 28 February 2013 or such other dates as UOB may determine at its sole and absolute discretion ("Draw Date"), in the presence of the external auditors of UOB at Singapore Press Holdings Limited, 100 Toa Payoh North, News Centre, Singapore 318994 or at such other venue as may be determined by UOB. Winners will be notified by post by 1st week of March 2013.
 - (vi) UOB reserves the right to draw reserve winners to substitute any winner of the Lucky Draw Prize subsequently found to be disqualified.
 - (vii) Winners will be selected at random by UOB during the lucky draw in a manner deemed fit and/or appropriate by UOB. The draw will be witnessed by any one of UOB staff together with an external auditor.
 - (viii) The winners will be announce and published on our website <http://www.uobgroup.com.sg/personal/promotions/index.html>
 - (ix) Winners will be notified by post based on the last known address with UOB Card Centre's records. The Lucky Draw Prize must be collected by the winner within the stipulated time frame stated in the notification/redemption letter. The unclaimed Lucky Draw Prize will be forfeited and any winner whose Lucky Draw Prize has been forfeited shall not be entitled to any payment or compensation notwithstanding non-receipt of notification.
 - (x) Use of the Lucky Draw Prize is subject to the terms and conditions of the merchant providing the relevant products and/or services.
- (b) S\$18 Shell Fuel Voucher
- (i) **Every day, the 80th** Eligible Cardmember or supplementary Cardmember (subject to Clauses 1.3 above and 3(b)(ii) below) ("Supplementary Cardmember") who meets the criteria set out in

Clauses 3(a)(i)(aa), (bb) and (cc) above shall stand a chance to receive one Daily Prize.

- (ii) The supplementary Cardmember's card account(s) must be valid, subsisting, in good standing and satisfactorily conducted as determined by UOB in its sole and absolute discretion.
 - (iii) For the avoidance of doubt, notwithstanding that no lucky draw chance will be allocated to the Supplementary Cardmember, the Supplementary Cardmember is eligible to win the Daily Prize provided that all the terms and conditions herein are met.
 - (iv) A maximum of one hundred (100) Daily Prizes will be given away daily during the Promotion Period to the daily winners who will be selected at random by UOB after a computerized count across all Shell Stations in Singapore.
 - (v) A daily winner from any particular day during the Promotion Period can continue to participate in the Promotion and win further Daily Prizes even though he/she may have already received a Daily Prize.
 - (vi) The daily winners of the Daily Prize will be notified via a message reflected on the applicable debit/credit card sales receipt immediately after the sales transaction during the Promotion Period. The daily winners are then required to sign the acknowledgement letter at the Shell Station and hand the original credit/ debit sales receipt back to the Shell Station cashier. Splitting of receipt into multiple to qualify for more chances is not allowed.
 - (vii) Redemption of the Daily Prize by duplicated credit/ debit card sales receipt will not be accepted unless otherwise stated.
 - (viii) It is the sole responsibility of the daily winners to check that they have won the Daily Prize. For the avoidance of doubt, Eligible Cardmember and Supplementary Cardmember with the winning messages but have not complied with all the terms and conditions herein shall not have any right or be entitled to claim any of the Daily Prizes.
 - (ix) Winners of the Daily Prize must claim their Daily Prize within the same day that the winning credit/debit sales receipt is issued and from the same Shell Station where it was issued, unless otherwise stated. Failure to do so will render the Daily Prize being forfeited without liability to UOB and Shell. The Daily Prize will be forfeited without liability to UOB and Shell if the receipts produced are defaced, mutilated and/or altered. Any winner whose Daily Prize has been forfeited shall not be entitled to any payment or compensation.
 - (x) Use of the Daily Prize is subject to the terms and conditions of the merchant providing the relevant products and/or services.
- (c) A chance to win S\$8 Shell Fuel Voucher (the "God of Fortune Prize")

- (i) Between 1 February and 8 February 2013, both dates inclusive ("God of Fortune Period"), Eligible Cardmember or Supplementary Cardmember who:-
 - (aa) meets the criteria set out in Clauses 3(a)(i)(aa), (bb) and (cc) above;
 - (bb) spot the God of Fortune at any Shell Station, shall be eligible to receive one God of Fortune Prize.
- (ii) There will be a total of S\$8,000 worth of Shell Fuel Vouchers to be given away during the God of Fortune Period to winners who will be selected at random.
- (iii) For the avoidance of doubt, notwithstanding that no lucky draw chance will be allocated to the Supplementary Cardmember, the Supplementary Cardmember is eligible to win the God of Fortune Prize provided that all the terms and conditions herein are met.
- (iv) Winners of the God of Fortune Prize must claim their God of Fortune Prize on the same day from the same Shell Station where he/she spots the God of Fortune. Failure to do so will render the God of Fortune Prize being forfeited without liability to UOB and Shell. Any winner whose God of Fortune Prize has been forfeited shall not be entitled to any payment or compensation.
- (v) The winners are required to sign the acknowledgement letter at the Shell Station and hand the original credit/ debit sales receipt back to the Shell Station cashier. Splitting of receipt into multiple to qualify for more chances is not allowed.
- (vi) Use of the God of Fortune Prize is subject to the terms and conditions of the merchant providing the relevant products and/or services.
- (c) The Daily Prize, the God of Fortune Prize and the Lucky Draw Prize shall be hereinafter each be referred to separately as the "Prize" and collectively as the "Prizes" and the winners of the Daily Prize, the God of Fortune Prize and the Lucky Draw Prize shall each be referred to separately as the "Winner" and collectively as the "Winners".

4. Participation

- 4.1 By participating in this Promotion, the Winners also agree and consents to the disclosure of his/her names, mobile phone numbers, mailing addresses and NRIC or passport numbers and such other information and particulars, including photographs of the Winners to UOB and Shell or to any other party for the purpose of organizing, promoting and/or conducting the lucky draw and consent to receiving promotional, marketing and other publicity information from UOB and/or Shell from time to time.
- 4.2 The Winners shall, if required by UOB, attend any prize presentation and participate in any advertising, promotional and publicity activities relating to or in connection with the lucky draw at his/her own costs.
- 4.3.1 UOB and Shell reserve the right to disclose and publish the names and any other particulars of the Winners, including photographs and testimonies of these Winners, for publicity purposes, and by participating in this Promotion, the winners agree to co-operate with and participate in such publicity activities without any payment or compensation.

5. General

- 5.1 In the event that the credit/debit card transaction goes offline or if there is a credit/debit card system downtime at any Shell Station, Eligible Customers and Supplementary Cardmember will not be eligible to participate in this Promotion. In the event that winning messages appear on receipts as a result of any technical glitches, malfunction or computer errors, customers with such messages shall not be eligible to claim the prize. In such events, Shell and UOB shall not be liable or responsible for any costs or losses.
- 5.2 UOB's determination of the Winners shall be final, conclusive and binding. No correspondence or claims will be entertained
- 5.3 The decisions of UOB and Shell on all matters relating to this Promotion are final, conclusive and binding. UOB and Shell shall not be obliged to give any reason or enter into any correspondence with any persons on any matter concerning this Promotion.
- 5.4 Prizes won are non-transferable, non-interchangeable, and cannot be exchanged for cash, credit or kind, partially or wholly, and is not replaceable if lost, damaged or stolen. It cannot be used in conjunction with any other discounts, privileges, promotions or redemptions. Any unutilized balance will not be refunded.
- 5.5 The redemption is provided by the merchant, under such terms and conditions as determined by the merchant, and therefore, UOB will not be responsible for the quality, merchantability or the fitness for purpose or any other implied term or condition with respect to the redemption.
- 5.6 UOB and Shell assume 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 this Promotion, or for any injury, loss, damage, costs or expenses in connection with or arising out of the redemption or usage of the goods and services offered in this 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.
- 5.7 UOB and Shell reserve the right to vary, amend, add or delete any of the terms and conditions governing this Promotion at any time in their absolute discretion including but not limited to varying the Promotion Period including the God of Fortune Period, eligibility terms and criteria, the selection of the Eligible Cardmembers (other than those mentioned in paragraph 1.2) for any of the Promotion and/or the designated UOB card for the Promotion, the timing of any act to be done, and even terminating this Promotion without giving any reason or prior notice or assuming any liability to any customer, and all customers shall be bound by these amendments.
- 5.8 UOB and Shell may, at any time without notice, in its sole and absolute discretion, substitute any Prize stipulated herein, with another prize of similar value (whether in cash or otherwise). UOB and Shell's determination of the substituted Prize shall be final, conclusive and binding. No correspondence or claims will be entertained.
- 5.9 While the information provided herein is believed to be reliable as at the date of publishing, UOB and Shell make no representation or warranty whether expressed or implied, and accept no responsibility or reliability for its completeness or accuracy.

- 5.10 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.
- 5.11 A person who is not a party to these Terms and Conditions has no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) of Singapore to enforce any term herein.
- 5.12 These terms and conditions contained herein shall be governed by and construed in accordance with the laws of Singapore, and all Eligible Cardmembers and Supplementary Cardmember 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.
- 5.13 For the full set of terms and conditions of Shell with regards to this promotion, please refer to www.shell.com.sg.



Shell T&Cs for
Festive Promotion 20

Deleted: