

TERMS AND CONDITIONS FOR UOB X SHELL FLEET ACQUISITION CAMPAIGN

1. Promotion

- 1.1. This **UOB x Shell Fleet Acquisition Campaign** (“**Promotion**”) is valid from 1 April 2022 to 31 December 2022, both dates inclusive (the “**Promotion Period**”).
- 1.2. By participating in this Promotion, you agree to be bound by the terms and conditions of this Promotion (the “**Terms**”).
- 1.3. This Promotion is only open to non-individuals referred to UOB by Shell to apply for a new UOB Commercial Card issued by UOB in Singapore as a Principal Account Holder.
- 1.4. To participate in this Promotion, you must satisfy all of the following conditions:
 - (a) you must be referred to UOB by Shell during the Promotion Period to apply for a new UOB Commercial Card issued by UOB in Singapore;
 - (b) you must not be an existing Principal Account Holder of any UOB Commercial Card issued by UOB in Singapore at the time when your application under this Promotion is approved and you have not cancelled any of your UOB Commercial Card(s) six (6) months prior to the commencement of the Promotion Period;
 - (c) you must successfully submit an application for a new UOB Commercial Card issued by UOB in Singapore as a Principal Account Holder during the Promotion Period (the “**Application**”);
 - (d) your Application must be approved by UOB during the Promotion Period;
 - (e) you must, during the Promotion Period, successfully enroll your new UOB Commercial Card issued pursuant to your Application for recurring payment of Shell Fleet invoices; and
 - (f) you must successfully charge at least one (1) Eligible Transaction to your new UOB Commercial Card issued pursuant to your Application by 31 January 2023.
- 1.5. UOB has the right at its discretion to approve or decline any Application and is neither obliged to give any reason or prior notice on any matter concerning the Application nor be liable to any party.
- 1.6. For the purposes of this Promotion:
 - (a) “**Eligible Transaction**” means a new recurring Shell Fleet invoice payment which is successfully charged and posted to your new UOB Commercial Card and posted or captured on UOB’s systems but shall exclude the Excluded Transactions.
 - (b) “**Excluded Transactions**” means interests, finance charges, late payment charges, annual fee charges, reversals, other financial charges and/or transactions that are unposted, subsequently cancelled, voided or reversed for any reason.
 - (c) “**UOB**” means United Overseas Bank Limited.
 - (d) “**UOB Commercial Card**” refers to any of the following cards issued by UOB in Singapore:
 - (i) UOB Platinum Business Card
 - (ii) UOB Business Plus Card
 - (iii) UOB Empire World Business Card
 - (iv) UOB Regal World Elite Business Card

- (v) UOB Corporate Card
- (vi) UOB Purchasing Card
- (vii) UOB Visa Signature Business Card
- (viii) UOB Business Debit Card

(e) **“Shell”** means Shell Eastern Petroleum (Pte) Ltd.

(f) **“Shell Fleet”** means the Shell Fleet Solutions services offered by Shell in Singapore.

1.7. For the avoidance of doubt, UOB reserves the right at any time to amend the list of Eligible Transactions and the list of Excluded Transactions in its sole discretion and without any prior notice or giving any reasons.

2. Gift

2.1. If you are among the first 50 participants to satisfy all of the conditions in Clause 1.4 above, you shall be eligible to receive a one-time cash rebate of S\$100 (the **“Gift”**).

2.2. The Gift will be credited directly into the account of your new UOB Commercial Card and reflected on your UOB Commercial Card statement by 30 April 2023 (or such other date as UOB may determine in its sole discretion) if you are eligible to receive the Gift.

2.3. Your Gift can only be used to offset your subsequent UOB Commercial Card bill of the account of your new UOB Commercial Card.

2.4. Gifts are on a first-come-first-served basis, whilst stocks last and subject to availability. UOB shall not be required to notify and/or update on the stock availability of the Gift.

2.5. You are only eligible to receive one (1) Gift under this Promotion, regardless of the number of new UOB Commercial Cards you have successfully applied for during the Promotion Period.

2.6. The Gift is strictly non-transferable and non-assignable. The Gift is not exchangeable for cash, credit or kind, in full or in part. No reservation, refund or exchange of the Gift is allowed.

2.7. UOB may substitute the Gift with any item of equivalent or similar value, without prior notice or reason or being liable to any person.

2.8. For the avoidance of doubt, the account of your new UOB Commercial Card must be good standing at all times as determine by UOB in its absolute discretion. In the event that the account of your new UOB Commercial Card is delinquent, voluntarily or involuntarily suspended, cancelled, closed or terminated for any reason whatsoever before the Gift is credited into the account of your new UOB Commercial Card, the Gift shall be forfeited and you shall not be entitled any compensation or payment whatsoever.

3. General

The General Terms and Conditions Governing Promotions set out in Appendix 1 will apply to this Promotion and form an integral part of these Terms.

General Terms and Conditions Governing Promotions

1. The following persons shall not be eligible to participate in the Promotion:
 - (a) individuals;
 - (b) non-individuals whose UOB account(s) is/are voluntarily or involuntarily suspended, cancelled, closed or terminated at any time during the Promotion Period and within 8 weeks after the end of the Promotion Period;
 - (c) non-individuals whose UOB account(s) is/are not active, valid, subsisting or in good standing or delinquent or unsatisfactorily conducted as may be determined by UOB at its sole discretion;
 - (d) non-individuals who are insolvent or have any legal proceedings (or any threat) of any nature instituted against them; or
 - (e) anyone whom UOB may decide to exclude, at its sole discretion, without any reason or prior notice at any time.
2. UOB will not be liable or responsible for any injury, loss or damage whatsoever or for any charge, cost or expense of any kind whatsoever suffered or incurred as a result of or in connection with the redemption or usage of the Gift or participation in this Promotion. Without limiting the foregoing, UOB will not be liable or responsible for any undelivered, misdirected, corrupted, lost or delayed text, transmission or transaction or any delay or failure in posting any transaction or accessing any of UOB's online banking services or mobile banking services or third party applications, howsoever caused.
3. UOB has the absolute right and unfettered discretion to make decisions on all matters relating to or in connection with the Promotion, including but not limited to the determination of whether you have met all the requirements of the Promotion. UOB's decisions shall be final, conclusive and binding and no payment or compensation will be given. UOB shall not be obliged to give any reason or prior notice or enter into any correspondence with any person on any matter or decision relating to the Promotion.
4. If UOB determines that you are ineligible to participate in this Promotion or to receive the Gift, UOB may in its sole discretion forfeit the Gift, reclaim the Gift or charge to and debit an amount equal to the value of the Gift from any of your accounts with UOB without prior notice to you. If the monies standing to the credit of your accounts are insufficient to reimburse UOB, you shall immediately reimburse UOB for the value of the Gift through such means as UOB may determine in its sole discretion.
5. The Terms shall be read in conjunction with the prevailing UOB Corporate Cardmember Agreement and any other terms that may be relevant in connection with this Promotion (collectively the "**Standard Terms**"). In the event of any inconsistency between (i) the Terms and the Standard Terms, the Terms shall prevail to the extent of such inconsistency; and (ii) the Terms and any advertising, promotional, publicity, brochure, marketing or other materials relating to or in connection with the Promotion, the Terms shall prevail to the extent that such discrepancy relates to this Promotion.
6. UOB may, at any time and at its discretion terminate the Promotion and/or amend any of the Terms, and all persons shall be bound by such amendments.
7. Unless otherwise stated, this Promotion is not valid with other offers, privileges or promotions.
8. By participating in this Promotion and in addition to any other consent you have already provided to UOB and any right of UOB under applicable laws, you consent to UOB and the necessary third parties

collecting, using and disclosing your information (including your personal data) for the purposes of this Promotion and to contact you, including by voice call or text message

9. A person who is not a party to the Terms shall have no rights under the Contracts (Rights of Third Parties) Act 2001 to enforce the Terms.
10. The Terms shall be governed by the laws of the Republic of Singapore and you shall be deemed to have agreed to submit to the exclusive jurisdiction of the courts of the Republic of Singapore.