

**TERMS AND CONDITIONS FOR UOB COMMERCIAL CARDS AND SHELL FLEET CARD
QUARTERLY BONUS REBATE PROMOTION (“PROMOTION”)**

1. Promotion

1.1 This **UOB COMMERCIAL CARDS AND SHELL FLEET CARD QUARTERLY BONUS REBATE PROMOTION (“Promotion”)** is valid from 1 September 2020 to 31 August 2022, both dates inclusive (the **“Promotion Period”**). By participating in this Promotion, you agree to be bound by the terms and conditions of this Promotion (the **“Terms”**).

1.2 This Promotion is open to all cardholders of a UOB Commercial Card **AND** a Shell Fleet Card, except UOB Business Debit Cardusers who are existing Shell Fleet Card customers as at 1 September 2020.

1.3 To participate in this Promotion, you must:

(a) successfully charge a total of at least S\$1,000 (to qualify for Tier 1 Bonus) or S\$10,000 (to qualify for Tier 2 Bonus) (the **“Minimum Spend”**) in Eligible Transactions on your UOB Commercial Card per Quarter during the Promotion Period.

1.4 For the purposes of this Promotion:

1.4.1 **“Eligible Transactions”** means transactions **for the purchase of fuel** via the Shell Fleet Card in Singapore that are successfully charged on a recurring basis to your UOB Commercial Card and posted on UOB’s systems, and which are effected in Singapore dollars and/or at merchants with a payment gateway in Singapore, but shall exclude the Excluded Transactions.

1.4.2 **“Excluded Transactions”** means all other transactions including but not limited to bill payment transactions, funds to prepaid accounts (including top-ups for any pre-paid card or mobile wallet such as Revolut, YouTrip, GrabPay, WeChat Pay or Alipay), Instalment Payment Plan, NETS transactions (for Debit Cards), online money transfers, balance/funds transfers, cash advances, personal loans, fees, interests, finance charges, late payment charges, annual fee charges, reversals, other financial charges, International Processing Fee, SMART\$ transactions, gambling-related transactions, payments made to government institutions and services, member financial institutions, securities brokers and dealers, insurance companies, educational institutes, PayPal, AXS, charities or religious or political organisations, recurring bill payments, utilities bill payments, UOB Business Payment Plans, UOB LuxePay, UOB Pay Anything, transactions that are unposted, subsequently cancelled, voided or reversed for any reason, and/or any other transactions as may be prescribed by UOB from time to time.

1.4.3 **“UOB”** means United Overseas Bank Limited.

1.4.4 **“UOB Account”** means any account you now or hereafter have with UOB, used for the purposes of services provided to you, whether singly or jointly.

1.4.5 **“UOB Commercial Card”** refers to any of the following cards issued by UOB in Singapore:

- (a) UOB Regal World Elite Business Card
- (b) UOB Empire World Business Mastercard;
- (c) UOB Corporate Card;
- (d) UOB Platinum Business Card;
- (e) UOB Business Plus Card;
- (f) UOB Business Gold Card; and
- (g) UOB Business Debit Card.

1.4.6 **“Shell Fleet Card”** refers to the specific corporate fuel card issued by Shell Eastern Petroleum (Pte) Ltd.

1.4.7 “Quarter” refers to each of the three-month periods ending on March 31, June 30, September 30 and December 31. For avoidance of doubt, “Quarterly” shall adopt the same definition herein, *mutatis mutandis*.

2. Bonus Rebate

2.1 If you have satisfied all of the conditions in Clause 1.3 above (each, an “Qualified Customer”), you shall be eligible to receive the following Quarterly bonus rebates (the “Quarterly Bonus”):

Tier 1 Bonus (>S\$1,000 Quarterly spend)	Tier 2 Bonus (>S\$10,000 Quarterly spend)
Quarterly Bonus of 0.3% cash rebate or UNI\$1 per S\$5 spend on the fuel transactions	Quarterly Bonus of 1% cash rebate or UNI\$2 per S\$5 spend on the fuel transactions

2.2 The Quarterly Bonus (cash rebate or UNI\$) will be credited to your UOB Commercial Card account on the following month after each Quarter.

2.3 The Quarterly Bonus is not exchangeable for cash, credit or kind, in full or in part, and is not replaceable if lost, damaged or stolen. No reservation, refund or exchange of the Quarterly Bonus is allowed.

2.4 For the avoidance of doubt, the Quarterly Bonus will be forfeited if the Qualified Customer’s card account(s) is/are terminated or closed before the Quarterly Bonus is credited.

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 whose UOB account(s) is/are voluntarily or involuntarily suspended, cancelled, closed or terminated at any time;
 - (b) 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;
 - (c) individuals who are mentally unsound, facing legal incapacity or are incapable of handling their affairs, deceased, insolvent, bankrupt or have any legal proceedings (or any threat) of any nature instituted against them; or
 - (d) 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 Quarterly Bonus 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, 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 Quarterly Bonus, UOB may in its sole discretion forfeit the Quarterly Bonus, reclaim the Quarterly Bonus or charge to and debit an amount equal to the value of the Quarterly Bonus 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 Quarterly Bonus 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 (Sole Corporate Liability / Joint & Several Liability), UOB Corporate Cardmember Agreement (Personal Liability), UOB Business Debit 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 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 (Cap 53B) 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.

**TERMS & CONDITIONS FOR UOB COMMERCIAL CARDS AND SHELL FLEET CARD
WELCOME GIFT PROMOTION (“PROMOTION”)**

1. The Promotion is open to all new individual applicants (“**Applicant**”) who apply for a UOB Commercial Card **AND/OR** a Shell Fleet Card (“**Application**”) during the period from 1 September 2020 to 31 August 2022, both dates inclusive (“**Promotion Period**”) and the Applicant’s Application must be approved by UOB and/or Shell during the Promotion Period.
2. For the purposes of this Promotion:
 - (a) “**Eligible Transactions**” means transactions for the purchase of fuel via the Shell Fleet Card in Singapore that are successfully charged on a recurring basis to your UOB Commercial Card and posted on UOB’s systems, and which are effected in Singapore dollars and/or at merchants with a payment gateway in Singapore, but shall exclude the Excluded Transactions;
 - (b) “**Excluded Transactions**” means all other transactions including but not limited to bill payment transactions, funds to prepaid accounts (including top-ups for any pre-paid card or mobile wallet such as Revolut, YouTrip, GrabPay, WeChat Pay or Alipay), Instalment Payment Plan, NETS transactions (for Debit Cards), online money transfers, balance/funds transfers, cash advances, personal loans, fees, interests, finance charges, late payment charges, annual fee charges, reversals, other financial charges, International Processing Fee, SMART\$ transactions, gambling-related transactions, payments made to government institutions and services, member financial institutions, securities brokers and dealers, insurance companies, educational institutes, PayPal, AXS, charities or religious or political organisations, recurring bill payments, utilities bill payments, UOB Business Payment Plans, UOB LuxePay, UOB Pay Anything, transactions that are unposted, subsequently cancelled, voided or reversed for any reason, and/or any other transactions as may be prescribed by UOB from time to time;
 - (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 Regal World Elite Business Card
 - ii. UOB Empire World Business Mastercard;
 - iii. UOB Corporate Card;
 - iv. UOB Platinum Business Card;
 - v. UOB Business Plus Card;
 - vi. UOB Business Gold Card; and
 - vii. UOB Business Debit Card.
 - (e) “**Shell Fleet Card**” refers to the specific corporate fuel card issued by Shell Eastern Petroleum (Pte) Ltd.
3. The Promotion shall not apply to the following: -
 - (a) Applicants who are existing holders of both a UOB Commercial Card **AND** a Shell Fleet Card;
 - (b) Any other persons as UOB may decide to exclude at its discretion without notice and without furnishing any reason.
4. UOB and/or Shell have 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.
5. Successful Applicants who commence charging monthly Eligible Transactions to the UOB Commercial Card within 30 days of approval of the Application as captured and posted on UOB’s system will each qualify to receive the Welcome Gift as set out in Table A below.

6. Successful Applicants who charge monthly 300L worth of fuel in Eligible Transactions to the UOB Commercial Card for the first 3 months after approval of the respective Application(s) as captured and posted on UOB's system will each qualify to receive the Bonus Gift (in addition to the Welcome Gift) as set out in Table A below.

Table A

Gifts	
Welcome Gift	Bonus Gift
<ul style="list-style-type: none"> • S\$120 worth of Shell vehicle wash vouchers; • S\$40 worth Shell car care kit vouchers; and • 30% off S\$128 servicing package at Shell Autoserv 	<ul style="list-style-type: none"> • S\$120 worth of Shell vehicle wash vouchers;

7. For the avoidance of doubt, each successful Applicant is only eligible to receive one (1) Welcome Gift and one (1) Bonus Gift.
8. The Gifts will be sent by post to each successful Applicant's address in the Application.
- (i) UOB may at its discretion forfeit the Gift(s), or, if already awarded, reclaim the Gift(s) at the expense of the Applicant (whether by deductions to the successful Applicant's UOB account(s) or otherwise) without payment, compensation, or having to give any reason whatsoever, including but not limited to scenarios where UOB subsequently discovers that the Applicant is not eligible to participate in the Promotion and/or to receive the Gift(s).
9. UOB reserves the right, at its discretion, at any time, without notice or assigning any reason thereof, replace or substitute the Gift(s) with any other gift of equal or similar value selected by UOB.
10. 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 or purchase of the cash rebates, goods and services offered in or associated with the Promotion or of the Gift(s) including, but not limited to, the loss of life, injury to person and/or loss or damage to property arising from or in connection with the Promotion and/or any of the Activation and/or use of the goods or services offered in the Promotion or arising from or in connection with the Promotion howsoever arising.
11. UOB shall not be responsible to ensure that the transactions are posted promptly and/or Applications are received promptly. UOB shall also not be liable or responsible in any manner whatsoever for:-
- (i) any failure or delay in the transmission of transactions by Visa International / MasterCard / American Express / CUP / JCB / UPI, acquiring merchants for the foregoing, merchant establishments, postal or telecommunication authorities or any other parties which may result in a transaction made by the Applicant being omitted; or
- (ii) any late posting of the transactions and thereby affecting the Applicant's eligibility for this Promotion or the Gift(s); or
- (iii) for any notice or communication which gets lost, misplaced, defaced, tampered with, stolen, damaged or misdirected in the post; or
- (iv) if UOB is unable to perform its obligations hereunder as a result of (whether direct or indirect) the delay or failure of any third party including, but not limited to, the SMS vendor, telecommunication authorities or service provider, the failure of any machine or communication system, industrial dispute, war, Act of God or for any act or omission outside the control of UOB; or
- (v) for any breakdown or malfunction in any computer system or equipment; or
- (vi) any communication or letter which is misdirected or lost in the post or which is not received by the intended recipient; or

- (vii) any loss to or expense of any Applicant or any other person in connection with the Promotion, howsoever arising including without limitation, to any of the aforesaid.
12. By participating in the Promotion, the Applicant agrees to be bound by the rules, regulations and decisions of UOB, by the terms contained herein, and by any other applicable terms and conditions.
 13. UOB may at any time at its absolute discretion, without prior notice or assigning any reason thereof or being liable to any person, delete, vary, supplement, amend or modify any one or more of the terms and conditions of the Promotion. UOB's determination of all matters in connection with the Promotion and the Gift(s) shall be final, binding and conclusive. UOB is not obliged to give any reason or prior notice on any matter concerning the Promotion or the Gift(s). No appeal, correspondence or claims will be entertained. UOB has the right and discretion to determine whether a party has met the requirements of the Promotion and/or to receive the Gift(s).
 14. The prevailing terms and conditions under the prevailing UOB Corporate Cardmember Agreement (Sole Corporate Liability / Joint & Several Liability), UOB Corporate Cardmember Agreement (Personal Liability), UOB Business Debit Cardmember Agreement and any other terms that may be relevant in connection with this Promotion ("Standard Terms") will continue to apply. Participation in the Promotion is subject to these Terms and Conditions and the CardUsers are deemed to have accepted these Terms and Conditions herein when they participate in the Promotion. In the event of any inconsistency between these Terms and Conditions herein and the Standard Terms, these Terms and Conditions herein shall prevail to the extent of such inconsistency and prevail in respect of matters relating to the Promotion.
 15. 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 Singapore) to enforce or enjoy the benefit of any term of such agreement.
 16. These terms and conditions are governed by Singapore laws and all parties participating in the Promotion agree to submit to the exclusive jurisdiction of the Singapore Courts.
 17. Except where the context otherwise requires, words denoting the singular include the plural and vice versa.