

## 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, UOB\$ 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.