

Terms and Conditions Governing The “UOB X Shell Spend & Redeem LOQI Tote Bag or Collins Notebook 2019” Promotion

1. Definitions

- 1.1. “**Bank**” or “**UOB**” means United Overseas Bank Limited.
- 1.2. “**Shell**” means Shell Eastern Petroleum (Pte) Ltd.
- 1.3. “**Promotion**” refers to this UOB X Shell Spend & Redeem LOQI Tote Bag or Collins Notebook 2019 Promotion.
- 1.4. “**Promotion Period**” means the period commencing from 0001hrs on 1 September 2019 to 2359hrs on 31 December 2019 (both dates inclusive).
- 1.5. “**Eligible Cardmembers**” means customers who are principal Cardmembers and supplementary Cardmembers holding a personal UOB Credit or Debit Card issued in Singapore (collectively referred to as “**Cards**” and each a “**Card**”) which is valid, subsisting, in good standing and satisfactorily conducted, as determined by UOB at its discretion. For avoidance of doubt, payment with JCB Credit and Debit cards and all commercial and business Credit and Debit cards are excluded from this Promotion.
- 1.6. “**Eligible Transaction**” means a retail transaction for the purchase of goods and/or services at Shell service stations in Singapore which is successfully carried out and charged in Singapore Dollars to an Eligible Cardmember’s Card account during the Promotion Period and is successfully captured/posted in UOB’s systems during the Promotion Period. Eligible Transactions **exclude** transactions for payments under all instalment payment plans, interests, late charges, annual fees, cash advance, balance transfers, fund transfers, instalment loans, fees and other financial charges imposed by UOB, NETS and NETS-related transactions, transactions which were subsequently cancelled, voided or reversed for any reason and such other transactions as may be excluded by UOB from time to time in its sole discretion without prior notice.
- 1.7. “**Shell Fuels**” means Shell V-Power, Shell FuelSave 98, Shell FuelSave 95 and/or Shell FuelSave Diesel.
- 1.8. “**Gift**” refers to the following:

Month	Gift of the month
September 2019	1 x ARBARO LOQI Bag
October 2019	1 x CATS LOQI Bag
November 2019	1 x Collins Enigma Notebook (Midnight Blue)
December 2019	1 x Collins Enigma Notebook (Moonlight Silver)

2. Promotion

- 2.1. The Promotion is open to all Eligible Cardmembers subject to the terms and conditions herein.
- 2.2. To qualify for the Promotion, Eligible Cardmembers have to make a nett spend of Two Hundred and Fifty Singapore Dollars (S\$250) worth of Eligible Transactions on Shell Fuels and/or any merchandise(s) at any Shell Select convenience stores for that calendar month during the Promotion Period (“**Qualifying Spend**”) at any Shell services station in Singapore with a Card. For the purposes of calculating the Qualifying Spend, spend incurred by a supplementary Cardmember in respect of the Promotion shall accrue to the principal Card. An Eligible Cardmember who meets the Qualifying Spend shall be referred to in these terms and conditions as a “**Qualifying Customer**”.
- 2.3. A Qualifying Customer shall be entitled to redeem a corresponding Gift of the month at any one of the 21 selected Shell stations set out in Appendix A. Please refer to the table below for more details:

Charge period (both dates inclusive)	Gift of the month	UOB SMS on Gift Redemption to be sent out by	Collection period
1 Sep - 30 Sep 2019	1 x ARBARO LOQI Bag	By 18 October 2019	Till 30 November 2019
1 Oct - 31 Oct 2019	1 x CATS LOQI Bag	By 18 November 2019	Till 31 December 2019
1 Nov - 30 Nov 2019	1 x Collins Enigma Notebook (Midnight Blue)	By 18 December 2019	Till 31 January 2020
1 Dec – 31 Dec 2019	1 x Collins Enigma Notebook (Moonlight Silver)	By 18 January 2020	Till 29 February 2020

- 2.4. Qualifying Customers will be notified by UOB via SMS with redemption details of the Gift of the month by the 18th day of the following month. Gifts are limited to the first 12,500 Qualifying Customers. Should there be a scenario where UOB or Shell foresees a potential out of stock situation for the Gift, UOB and Shell reserve the right to send the redemption SMS to a limited number of Qualifying Customers only.

3. Exclusions

- 3.1. The following persons are not eligible for the Promotion:
- a. Eligible Cardmembers whose UOB Credit and/or Debit accounts is/are voluntarily or involuntarily cancelled, terminated, closed or suspended anytime during the Promotion Period;
 - b. Persons whose UOB Credit and/or Debit card accounts are not active, valid, subsisting or in good standing or which are otherwise determined by UOB in its absolute discretion as being delinquent or unsatisfactorily conducted for any reason as may be determined by UOB at its discretion; or

- c. Persons who are or become mentally incapacitated, deceased, insolvent or is declared a bankrupt or have legal proceedings of any nature instituted against them.
- 3.2. UOB reserves the right to determine at its sole discretion the eligibility of cardmembers and/or persons for this Promotion. The decisions of UOB on all such matters relating to the eligibility of any such cardmembers and/or persons are final, conclusive and binding, and UOB is not obliged to give any reason or prior notice.

4. Gift Redemption

- 4.1. At the time of redemption of a Gift during the Promotion Period, presentation of the SMS message enclosed with the unique redemption link must be made to the cashier at Shell stations in Singapore and the redemption link must be scanned by the cashier at the Shell stations in Singapore upon the collection of the Gift.
- 4.2. Redemption of the Gift of the month is available till the date stated in the table under Clause 2.3 above or until fully redeemed, whichever comes first. Gift redemption is only available at the 21 Shell stations set out in Appendix A. Each of the 21 Shell stations in Singapore will have a limited quantity of Gifts. The Gifts are available on a first-come-first-served basis, while stocks last.
- 4.3. During the Promotion Period, the Gifts may run out at any Shell stations in Singapore. UOB or Shell shall not be liable in any way to the Qualifying Customers under such circumstances and shall not be required to provide any other substitute products or be obliged to transfer stocks from one Shell station to another.
- 4.4. UOB and Shell reserve the right to vary or substitute the Gifts with other items of similar or equal value at any time without having to give any notice or provide any notice or explanation.
- 4.5. The Gift shown on any advertising materials is for illustration purposes only. The design and colour of the Gift may differ from the pictures shown on any advertising materials. The Gift is not exchangeable for cash, credit or kind, in full or in part, and is not replaceable if lost, damaged or stolen.
- 4.6. UOB and Shell make no warranty or representation (whether express or implied) on the quality, merchantability or suitability for use of the Gift. Neither UOB nor Shell shall be liable for the quality of the Gift and/or any loss, injury or damage that may be suffered or incurred by any person in connection with the Gift or the use of the Gift.

5. Year-long savings of up to 20.8%

- 5.1 Year-long savings of up to 20.8% is calculated based on 5% site discount and 5% Shell Escape discount, 7% SMART\$ rebate and/or, if applicable, 5% UOB One Card rebate. SMART\$ rebate and/or UOB One Card rebate apply after Shell discount and Shell Escape discount.
- 5.2 1 SMART\$ is equivalent to S\$1.00. SMART\$ rebate is not applicable to UOB PRVI Miles Platinum American Express® Card, UOB Preferred Platinum American Express® Card, UOB

UnionPay Platinum Card, Bank 121, MPC MasterCard, Travel Accounts, Purchasing and Private Label Card. UOB SMART\$ and UOB One Card terms and conditions apply. Other terms and conditions apply. Please visit www.uob.com.sg/fuelpowershell for full details.

6. Participation and Personal Data

- 6.1.** Participation in the Promotion is subject to these Terms and Conditions. Eligible Cardmembers are deemed to have accepted these Terms and Conditions when they participate in the Promotion.
- 6.2.** The Eligible Cardmember is deemed to have consented to the collection, use and disclosure of his/her personal data by UOB, Shell, the organizers, sponsors, promoters and/or their respective contractors for verifying the eligibility of the Eligible Cardmember, contacting the Eligible Cardmember regarding the foregoing, and all purposes and promotions incidental to the Promotion.
- 6.3.** Eligible Cardmembers agree to the collection, processing, use and storage of their personal data (which may include their names, mobile phone number, mailing address) by Shell, Shell's partners, respective affiliates and/or companies hired by Shell to process the data, acting strictly under the directions of Shell. Eligible Cardmembers who have queries may contact Shell by calling 1800-ESCAPEE (1800-372 2733) from Monday to Friday between 8.30am and 6.00pm, or by emailing SSC-Loyalty@shell.com. If so selected by Shell, the personal data of Eligible Cardmembers may be used in news feature, marketing or publicity materials concerning this Promotion. Use, collection and disclosure of personal data will be in line with Shell's privacy policy at <https://www.shell.com.sg/privacy.html> and any requests can be made via Eligible Cardmembers' Shell account profile or communicate with Shell at SGP-DPO@shell.com for the local Data Privacy Officer for Singapore, at www.shellescape.com or by calling the Shell Escape customer hotline 18003722733 or at such number as updated by Shell from time to time.

7. General

- 7.1.** The prevailing terms and conditions under the prevailing UOB Credit Cardmember Agreement and UOB Debit Cardmember Agreement (the "Standard Terms") will continue to apply and be binding on the Eligible Cardmembers. Visit uob.com.sg for the Standard Terms. In the event of any inconsistency between these terms and conditions and the Standard Terms, these terms and conditions shall prevail insofar as it relates to the Promotion.
- 7.2.** In the event of any inconsistency or discrepancies between these terms and conditions and any advertising, promotional, publicity, brochure, marketing or promotional material relating to or in connection with the Promotion, these terms and conditions will prevail.
- 7.3.** UOB and Shell shall not be responsible or liable for any loss whatsoever to any person in connection with this Promotion howsoever arising, including any error in calculation of the gross spend criteria for the Gift redemption.

- 7.4.** UOB and Shell assume no liability or responsibility for the acts or defaults of the merchant or defects, quality, merchantability, the fitness or any other aspect of the Gifts, goods and services offered in the Promotion. UOB and Shell are not agents of the manufacturer, merchants and/or suppliers. Any dispute about the quality or service standard must be resolved directly with the respective manufacturer, merchants and/or suppliers. Any enquiries and redemptions regarding the Promotion should be directed to UOB or Shell.
- 7.5.** Neither Shell nor UOB are liable for any injury, loss or damage whatsoever or for any charges, costs or expenses of any kind whatsoever suffered or incurred as a result of or in connection with the Promotion, including, but not limited to, the loss of life, injury to person and/or loss or damage to property.
- 7.6.** UOB and Shell has the absolute right and unfettered discretion to make decisions on all matters relating to or in connection with the Promotion. UOB and Shell's decisions on all matters relating to this Promotion shall be final, conclusive and binding on all parties concerned and no payment or compensation will be given or paid by UOB and Shell to any person (including the Eligible Cardmember). UOB and Shell shall not be obliged to give any reason or prior notice or enter into any correspondence with any person on any matter relating to the Promotion and no appeal, correspondence or claims will be entertained.
- 7.7.** UOB and Shell reserve the right at its and their reasonable discretion to unilaterally terminate the Promotion or vary, delete and/or add to any of these terms and conditions from time to time without prior notice, including but not limited to cancelling, terminating or suspending this Promotion, the eligibility terms and criteria, the redemption of the Gift, and the timing of any act to be done, and all Eligible Cardmembers shall be bound by these variations, deletions and/or additions.
- 7.8.** While all information provided herein is believed to be correct and reliable at the time of publishing or posting online, UOB and Shell make no representation or warranty whether express or implied, and accept no responsibility or reliability for its completeness or accuracy.
- 7.9.** The terms and conditions are governed by the laws of Singapore, and all participating Eligible Cardmembers shall be deemed to have irrevocably agreed to submit to the exclusive jurisdiction of the Singapore Courts.
- 7.10.** 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 terms of such agreement.

Appendix A – List of 21 Shell stations for collection of the Gifts

REGION	STATION	ADDRESS	POSTAL CODE
CENTRAL	SHELL ALEXANDRA	358 ALEXANRRA ROAD	159950
CENTRAL	SHELL DUNEARN UNIVERSITY	314 DUNEARN ROAD	299551
CENTRAL	SHELL MOULMEIN	103 MOULMEIN ROAD	308080
CENTRAL	SHELL TELOK BLANGAH	450 TELOK BLANGAH ROAD	098857
CENTRAL	SHELL UPP BUKIT TIMAH PIE	35 UPPER BT TIMAH ROAD	588166
EAST	SHELL GEYLANG LOR 7	203 GEYLANG ROAD	389266
EAST	SHELL PAYA LEBAR MACPHERSON	255 PAYA LEBAR ROAD	409037
EAST	SHELL PASIR RIS	1 NEW LOYANG LINK	506931
EAST	SHELL SIGLAP	40 UPPER EAST COAST ROAD	455212
EAST	SHELL TAMPINES AVE 2	9 TAMPINES AVE 2	529731
NORTH	SHELL BRADDELL	110 BRADDELL ROAD	359914
NORTH	SHELL LAKEVIEW	80 UPPER THOMSON ROAD	574326
NORTH	SHELL PUNGGOL	821 PUNGGOL ROAD	829169
NORTH	SHELL SENKANG	61 SENKANG EAST ROAD	545015
NORTH	SHELL TOA PAYOH	248 LOR 1 TOA PAYOH	319755
NORTH	SHELL WOODLANDS AVE 9	20 WOODLANDS AVE 9	738954
NORTH	SHELL YISHUN AVE 5	1 YISHUN STREET 11	768642
WEST	SHELL BOON LAY	2 BOON LAY AVENUE	649960
WEST	SHELL BT BATOK NATURE PARK	28 BT BATOK EAST AVE 6	659760
WEST	SHELL BUKIT BATOK RD	11 BUKIT BATOK WEST AVENUE 3	659166
WEST	SHELL BUKIT PANJANG	772 UPP BT TIMAH ROAD	678122