

Terms and Conditions Governing The “UOB X Shell Spend & Redeem A Free Oasis Thermal Food Flask 2021” 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 A Free Oasis Thermal Food Flask Promotion.
- 1.4. **“Promotion Period”** means the period commencing from 0001hrs on 1 January 2021 to 2359hrs on 31 March 2021 (both dates inclusive).
- 1.5. **“Gift Redemption Period”** means the period commencing from 0001hrs on 1 January 2021 to 2359hrs on 31 March 2021 (both dates inclusive).
- 1.6. **“Eligible Cardmembers”** means customers who are valid and existing (i) Shell Escape Cardmembers or Shell Value Drive Cardmembers **and** (ii) Principal Cardmembers and Supplementary Cardmembers holding a personal UOB Credit or Debit Card issued in Singapore (collectively referred to as **“UOB Cards”** and each a **“UOB Card”**) which is valid, subsisting, in good standing and satisfactorily conducted, as determined by UOB at its discretion. For avoidance of doubt, Shell Value Care Card, Corporate Shell Card and all commercial and business Credit and Debit cards are excluded from this Promotion.
- 1.7. **“Eligible Transaction”** means a retail transaction for the purchase of goods and/or services (except purchases of alcohol, tobacco and in-store service items as listed below*) at Shell service stations in Singapore which is successfully carried out and charged in Singapore Dollars to Eligible Cardmember’s UOB 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 plan, interests, late charges, annual fees, cash advance, balance transfers, fund transfers, instalment loans, fees and other financial charges imposed by UOB, transactions which were subsequently cancelled, voided or reversed for any reason and such other transactions as may be excluded from UOB time to time.
- 1.8. **“Shell Fuels”** means Shell V-Power, Shell FuelSave 98, Shell FuelSave 95 and/or Shell FuelSave Diesel.
- 1.9. **“Gift”** refers to the following:

Gift	1 litre Oasis Thermal Flask	450ml Oasis Thermal Flask
Gift Redemption Period	1 January 2021 – 31 March 2021	1 February 2021 – 31 March 2021
Designs available	Cherry Red design	Hammertone Blue design
	Charcoal design	Summer Vibe design

2. Promotion

- 2.1. The Promotion is open to all Eligible Cardmembers subject to the terms and conditions herein.
- 2.2. During the Promotion Period, one (1) sticker will be awarded to Eligible Cardmembers with every gross spend of Sixty Singapore Dollars (S\$60) (before GST / taxes / discount) on Shell Fuels and/or merchandise(s) at Shell Select convenience stores (excluding alcohol, tobacco and in-store service items as listed below*) with a UOB Card in a single receipt (for illustration purposes, if Eligible Cardmember makes a gross spend of \$120, 2 stickers will be awarded). Issuance of stickers can only be done at the point of purchase.

*List of in-store service items as updated on 29 November 2018:

- NETS Cashcard
- NETS Cashcard Stored Value
- NETS Flashpay Card
- NETS Flashpay Card Stored Value
- NETS Top Up
- NETS Service Fee
- UOB Cash Out
- All Parking Coupons

- 2.3. During the Promotion Period:

- (a) Eligible Cardmembers who collect and present all five (5) stickers on a Promotion redemption card (the "Redemption Card") at any Shell services stations in Singapore, will be entitled to redeem one (1) 450ml thermal food flask OR
- (b) Eligible Cardmembers who collect and present all six (6) stickers on a Promotion Redemption Card at any Shell services stations in Singapore, will be entitled to redeem a 1litre thermal food flask.

- 2.4. Each Eligible Cardmember is limited to one redemption per Redemption Card.

3. Eligibility

- 3.1. Eligible Cardmembers who made an Eligible Transaction with their UOB Cards at any Shell service stations are eligible to participate in the Promotion.
- 3.2. 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 who are or become mentally incapacitated, deceased, insolvent or have legal proceedings of any nature instituted against them; and/or

- c. 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.
- 3.3. UOB reserves the right to determine at its 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 a valid Redemption Card must be made to the cashier at Shell stations in Singapore and must be collected by the cashier at the Shell stations in Singapore upon the collection of the Gift.
- 4.2. Gift redemption is available till 31 March 2021 or until fully redeemed, whichever comes first. Each Shell station 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 Gift Redemption Period, the Gifts may run out at any Shell stations in Singapore. UOB or Shell shall not be liable in any way to the Eligible Cardmembers under such circumstances and shall not be required to provide any other substitute products or be obliged to transfer stocks from one 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. 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 +65 6235 3261 from Monday to Friday between 8.30am and 6.00pm. 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 +65 6235 3261 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.