

## Terms and Conditions Governing The “UOB X Shell Spend & Redeem A Free Golf Umbrella 2018” Promotion

### 1. Definitions

- 1.1. **“Bank”** or **“UOB”** means United Overseas Bank Limited.
- 1.2. **“Eligible Cardmembers”** means customers who are valid and existing (i) Shell Escape Cardmembers, or (ii) Shell Riders Cardmembers (iii) Shell Value Drive Cardmembers and are all Principal Cardmembers and Supplementary Cardmembers holding a personal UOB debit or credit 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, all commercial and business debit and credit cards are excluded from this Promotion.
- 1.3. **“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 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 Instalment Payment Plans, 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.
- 1.4. **“Promotion”** refers to this UOB X Shell Spend & Redeem A Free Golf Umbrella 2018 Promotion.
- 1.5. **“Promotion Period”** means the period commencing from 0001hrs on 7 May 2018 to 2359hrs on 8 July 2018 (both dates inclusive).
- 1.6. **“Shell”** means Shell Eastern Petroleum (Pte) Ltd.
- 1.7. **“Shell Fuels”** means Shell V-Power Nitro+, Shell FuelSave 98, Shell FuelSave 95 and/or Shell FuelSave Diesel.

### 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) on Shell Fuels at any Shell service station in a single receipt. Issuance of stickers can only be done at the point of purchase.

- 2.3. Eligible Cardmembers who collect and present all three (3) stickers on a Promotion redemption card (the “**Redemption Card**”) at any Shell services stations in Singapore, will be entitled to redeem a golf umbrella (collectively referred to as “**Gifts**” and each a “**Gift**”).

### 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. Redemption of the Gift will be limited to first 50,000 redemptions at any Shell stations in Singapore. 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 Promotion Period, the Gifts may run out at any Shell stations in Singapore. Neither UOB nor Shell shall be liable in any way to the Eligible Cardmembers under such circumstances and shall 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 purpose 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<sup>®</sup> Card, UOB Preferred Platinum American Express<sup>®</sup> 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](http://www.uob.com.sg/fuelpowershell) for full details.

## **6. Participation and Personal Data**

- 6.1. By participating in the Promotion, the Eligible Cardmembers agree to be bound by the rules, regulations and decisions of UOB and Shell, by the terms contained herein, and by any other applicable terms and conditions. Failure to comply with any of the foregoing will result in a disqualification for the Promotion.
- 6.2. By participating in the Promotion, 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. An Eligible Cardmember who withdraws his/her consent to collection, use and disclosure of his/her personal data under this paragraph shall be disqualified from the Promotion.

## **7. General**

- 7.1. The prevailing terms and conditions under the prevailing UOB 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](http://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. If any person is subsequently discovered to be ineligible or not entitled to participate in the Promotion or ineligible to receive the Gift, UOB and Shell reserves the right to forfeit/reclaim the Gift at UOB and Shell’s discretion.
- 7.4. 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.
- 7.5. UOB and Shell shall not be responsible for the quality, merchantability or the fitness for any purpose or any other aspect of the products and/or services provided by third parties as part of the Gift. UOB and Shell shall not at any time be held liable for any loss, injury, damage, or harm suffered as a result of availing the products and/or services.
- 7.6. UOB and Shell assumes 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, or goods and services offered in the Promotion. UOB and Shell are not agents of the manufacturer, merchants and/or suppliers or 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 arising from or in connection with the Promotion or arising from or in connection with the Promotion, howsoever arising. 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 and/ or the Gifts should be directed to UOB and Shell.
- 7.7. The Eligible Cardmember consents to UOB and Shell using the name, identification/passport number, pictures/photographs of the Eligible Cardmember and such other information for print advertisements or other publicity materials; and the Eligible Cardmember agrees to co-operate with UOB and Shell for their publicity purposes without any compensation whatsoever and in such manner as UOB and Shell deem fit.

- 7.8.** UOB and Shell reserve the right at its 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 Cardmember shall be bound by these variations, deletions and/or additions.
- 7.9.** 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 accepts no responsibility or reliability for its completeness or accuracy. In the event of any inconsistency between these terms and conditions and any advertising, promotional, publicity and other materials relating to or in connection with the Promotion, these terms and conditions shall prevail.
- 7.10.** The terms and conditions are governed by the laws of Singapore, and all participants shall be deemed to have irrevocably agreed to submit to the exclusive jurisdiction of the Singapore Courts.
- 7.11.** 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.