<u>Terms and Conditions for Shell x UOB The Planet Traveller Crossing Packing Essentials (2 January to 31 March 2023) Promotion</u>

Eligibility Criteria for Promotion

- These terms and conditions shall apply to the Shell x UOB The Planet Traveller Crossing Packing Essentials (2
 January 2023 to 31 March 2023 ("Promotion") organised by Shell Eastern Petroleum (Pte) Ltd ("Shell") and
 United Overseas Bank Limited ("Bank" or "UOB").
- 2. Participation in this Promotion constitutes acceptance of the following terms and conditions of relating to the Promotion (the "**Terms**").

Definitions

- 3.1 "Eligible Cardmembers" means customers who are valid and existing Shell Escape Cardmembers / Shell GO+ members and who hold a personal credit card issued by UOB in Singapore (a "Card") which is valid, subsisting, in good standing and satisfactorily conducted, as determined by UOB at its sole discretion. For avoidance of doubt, Corporate Shell Card and all commercial and business Credit and Debit cards are excluded from this Promotion.
- 3.2 "Eligible Transaction" means a transaction for the purchase of Shell Fuels and/or merchandise(s) at any Shell Select service station in Singapore (excluding alcohol, tobacco and In-Store Service Items) which is successfully carried out and charged in Singapore Dollars to your Card account during the Promotion Period and is successfully captured/posted in UOB's systems during the Promotion Period.
- 3.3 "Gift" refers to The Planet Traveller Crossing Packing Essentials comprising the items set out in Clause 5.2.
- 3.4 "In-store service items" mean the following:

NETS Cashcard	Parking Coupon \$0.60	Singtel Top Up \$10	Starhub Prepaid Top Up Card \$8
NETS Cashcard	Parking Coupon	Singtel Top Up \$20	Starhub Prepaid
Stored Value	\$0.65		Top Up Card \$18
NETS Flashpay	Parking Coupon	Singtel Top Up \$15	Starhub Prepaid
Card	\$1.20		Top Up Card \$28
NETS Flashpay	Parking Coupon	Singtel Bighot \$130	Starhub \$12 Travel
Card Stored Value	\$2.40 (Day)		Prepaid SIM
NETS Top Up	Parking Coupon \$5.00 (Night)	Singtel Top Up \$18	Starhub \$15 Happy Prepaid
NETS Service Fee			

^{*}Shell has the sole discretion to update/change the list of in-store service items without notice

- 3.5 **"Promotion Period**" is from 2 January 2023 to 31 March 2023 (both dates inclusive), within which the Promotion will run subject to the terms and conditions herein.
- 3.6 "Shell Fuels" means Shell V-Power, Shell FuelSave 98, Shell FuelSave 95 and/or Shell FuelSave Diesel.

4. Customers who pay for Eligible Transactions using the Shell Corporate Card are **NOT** eligible to participate in this Promotion.

Promotion

- 5. To participate in this Promotion:
 - 5.1 You must be an Eligible Cardmember.
 - 5.2 During the Promotion Period, one (1) sticker will be awarded to you with every S\$70 (gross spend) in a single Eligible Transaction with a Card in a single receipt. Issuance of stickers can only be done at the point of purchase, will be subject to availability, and will be issued together with a Promotion redemption card for the purposes of collecting the stickers (the "Redemption Card").

During the Promotion Period, if you collect and present all seven (7) stickers on a single Redemption Card at any Shell services stations in Singapore, you will be entitled to redeem a Gift. The type of Gift will depend on the item available for redemption based on the table set out in the table below.

Gift redemption period	Items available for redemption	
From 11 January 2023	Packing Cubes (set of 3)	
From 1 February 2023 onwards	Foldable Duffle Bag (63L)	
From 1 March 2023 onwards	Waterproof Dry Bag (20L)	

5.3 Shell and UOB shall not be responsible for lost, illegible or mutilated Redemption Cards.

Redemption Process

- 6. Gift Redemption
 - 6.1 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 redemption of the Gift.
 - 6.2 Gift redemption is available from 11 January 2023 to 31 March 2023 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.
 - 6.3 Shell or UOB shall not be liable in any way to the Eligible Cardmembers for any Gift which is out-of-stock or otherwise not available for redemption and shall not be required to provide any other substitute products or be obliged to transfer stocks from one station to another.
 - 6.4 Shell and UOB reserve the right to vary or substitute the Gifts with other items of similar or equal value at any time <u>without</u> having to give any notice or provide any notice or explanation.
 - 6.5 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.

Shell and UOB make no warranty or representation (whether express or implied) on the quality, merchantability or suitability for use of the Gift. Neither Shell and UOB 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.

Use of Personal Information

7. For purposes of organizing and conducting this Promotion (including but not limited to verifying the eligibility of the Eligible Cardmembers, awarding and accounting for the promotional items), Eligible Cardmember may also be required to provide their personal data to Shell. By participating in this Promotion, 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 UOB, Shell, Shell's partners, respective affiliates and/or companies hired by Shell to process the data, acting strictly under the directions of Shell and in line with Shell's policy at https://www.shell.com.sg/privacy/b2c-notice.html (and as updated from time to time). If selected by Shell, the personal data of Eligible Cardmember may also be used in news feature, marketing or publicity materials concerning this Promotion. Eligible Cardmembers who have queries may contact Shell by calling +65 6235 3261 or at such number as updated by Shell from time to time, or communicate with Shell at SGP-DPO@shell.com for the local Data Privacy Officer for Singapore, or at www.shellescape.com.

General

- 8. 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.
- 9. UOB and Shell have 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.
- 10. 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.
- 11. Unless otherwise stated, this Promotion is not valid with other offers, privileges or promotions.
- 12. Neither Shell nor UOB shall not be liable or responsible for any injury, loss or damage suffered as a result of, or in connection with this Promotion howsoever arising, including but not limited to, any error in calculation of the

gross spend criteria for the Gift redemption, , any breakdown or malfunction in any computer system or equipment, any notice which is misdirected and/or lost in the post, loss of income, profits or goodwill, as well as any other direct or indirect, incidental, consequential, exemplary, punitive or special damages of any party including third parties howsoever arising whether in contract, tort (including negligence) or otherwise. For the avoidance of doubt, cancellation, termination or suspension by Shell of this Promotion shall not entitle any party to any claim or compensation against Shell and UOB for any and all losses or damage suffered or incurred as a direct or indirect result of the act of cancellation, termination or suspension.

- 13. The Terms shall be read in conjunction with the prevailing UOB 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.
- 14. This Promotion and these terms and conditions shall be governed by the laws of the Republic of Singapore and all Eligible Cardmembers participating in this Promotion are deemed to have agreed to submit to the exclusive jurisdiction of the Singapore courts.
- 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 2001 to enforce any terms of such agreement.