

Terms and Conditions for the UOB Cards x Shell SmartPay Promotion

Eligibility Criteria for Promotion

1. These terms and conditions shall apply to the **UOB Cards x Shell SmartPay Promotion** (this “Promotion”) organised by Shell Singapore 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 (these “Terms”).
3. **Definitions**
 - a. “**Eligible Cardmember**” means a customer who is a valid and existing Shell GO+ member and who holds a personal credit or debit card issued by UOB in Singapore (a “**UOB Card**”) which is valid, subsisting, in good standing and satisfactorily conducted, as determined by UOB at its sole discretion. For avoidance of doubt, the Shell Corporate Card and all UOB commercial and business credit and debit cards are excluded from this Promotion. Shell GO+ members under the ‘Riders’ scheme is also excluded from this promotion.
 - b. “**Eligible Transaction**” means the purchase of Shell Fuels with a valid UOB Card through the Shell SmartPay in Shell Asia app. The transaction must be successfully carried out and charged in Singapore Dollars to your UOB Card account during the Promotion Period and is successfully captured/posted in UOB’s systems during the Promotion Period.
 - c. “**Promotion Period**” is from 9 April 2024 to 9 July 2024 (both dates inclusive).
 - d. “**Shell Fuels**” means Shell V-Power, Shell FuelSave 98, Shell FuelSave 95 and/or Shell FuelSave Diesel.
4. Customers who pay for the 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; and
 - 5.2 You must make an Eligible Transaction.
6. The Eligible Cardmember will be entitled to extra 3% Shell SmartPay discount on Shell Fuels after all applicable station discounts (“Discount”). Up to 24% fuel savings is calculated based on 5% Shell site discount, 5% Shell GO+ discount, 7% UOB One Credit Card discount, 3% UOB Cards x Shell SmartPay promotion, and up to 5% cash back (after Shell and UOB discounts) with UOB One Credit Card. Please refer to <https://www.uob.com.sg/personal/cards/card-privileges/fuel-power-shell.page> for details.
7. This Promotion entitles the Eligible Cardmember to an extra 3% discount after all applicable station discounts, and is NOT exchangeable for cash, reward points, credit or kind in all cases, in full or in part, or for other services.
8. This Promotion is available on a first-come-first-served basis. Shell and UOB shall not be required to notify and/or update on the availability of the limited redemption.
9. Shell and UOB reserve the right to, at any time and in their sole and absolute discretion, replace and/or substitute the Discount with an alternative item of equal or greater value based on Shell and UOB’s assessment of value.

Use of Personal Information

10. For purposes of organizing and conducting this Promotion (including but not limited to verifying the eligibility of the Eligible Cardmember, awarding and accounting for the promotional items), the Eligible Cardmember may also be required to provide their personal data to Shell. By participating in this Promotion, the Eligible Cardmember agrees to the collection, processing, use and storage of their personal data (which may include, but not limited to 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 ShellGoPlus-SG@Shell.com for the local Data Privacy Officer for Singapore, or at shell.com.sg/shellgoplus.

General

11. 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 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.
3. If UOB and Shell determines that you are ineligible to participate in this Promotion or to receive the Discount, UOB and Shell may in their sole discretion forfeit the Discount, reclaim the Discount or charge to and debit an amount equal to the value of the Discount 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 and Shell, you shall immediately reimburse UOB and Shell for the value of the Discount through such means as UOB and Shell may determine in its sole discretion.
4. Unless otherwise stated, this Promotion is not valid with any other ongoing offers, privileges or promotions.
5. 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 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.

6. These 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) these Terms and the Standard Terms, these Terms shall prevail to the extent of such inconsistency; and (ii) these Terms and any advertising, promotional, publicity, brochure, marketing or other materials relating to or in connection with this Promotion, these Terms shall prevail to the extent that such discrepancy relates to this Promotion.
7. This Promotion and these Terms shall be governed by the laws of the Republic of Singapore and by participating in this Promotion, you are deemed to have agreed to submit to the exclusive jurisdiction of the Singapore courts.
8. A person who is not a party to any agreement governed by these Terms shall have no rights under the Contracts (Rights of Third Parties) Act 2001 to enforce any terms of such agreement.