

## **“SPC & U” Cards Terms & Conditions**

### **Part A - “SPC & U”**

1. “SPC & U” is a card programme proprietary to Singapore Petroleum Company Limited (“SPC”).
2. Under the card programme, the “SPC & U” Card (“**Card**”) is issued by SPC to be used to obtain or redeem benefits and/or privileges under or to participate in any promotions, offers or discounts that are made available by SPC from time to time (any such use of the Card shall hereafter be referred to as “**Use of the Card**”). Use of the Card is only permitted within Singapore at any of SPC’s service stations and any designated outlets.
3. “**Cardmember**” refers to an individual person in whose name a card account has been opened by SPC and to whom a Card has been issued. Any application to be a Cardmember shall be subject to the approval of SPC. Participation in the programme shall be governed by the prevailing terms and conditions set out herein.
4. The Card is not transferable and the Use of the Card is restricted to the Cardmember only. Each Cardmember shall be entitled to one Card.
5. All Card applications must be completed in full as per the relevant application form and must contain amongst other things, the name, NRIC and/or Passport number and address of the applicant. The applicant warrants and represents that the details and particulars contained in the application form shall be true.
6. Application for the Card and/or Use of the Card shall constitute full and unreserved acceptance of the terms and conditions herein.
7. Any individual person aged eighteen (18) or above is eligible to apply, without charge, to be a Cardmember. However, SPC has a right in its sole discretion to reject any application without giving any reason whatsoever.
8. The Cardmember agrees that SPC may from time to time, without giving prior notice to the Cardmember, vary, add and/or amend the terms and conditions herein set out.

### **Part B - Issue of the Cards**

9. The Card shall remain at all times the property of SPC and may be used by Cardmember only in accordance with prevailing terms and conditions. SPC reserves the right to require a Card to be returned and/or cancelled on demand without giving any reason whatsoever.
10. Telephone notification of any loss or theft of a Card may be effected via the SPC Retail Hotline No. 1800-477-1800. SPC shall not be responsible for any transactions made with the Card as a result of loss or theft of the Card effected prior to the receipt by SPC of notice of such loss or theft and SPC shall have the right to debit the Cardmember’s account for any and all such transactions effected.
11. SPC will not be responsible in any way whatsoever for the loss of the Use of the Card or any misuse of the Card in the event of loss or theft, and SPC shall not be required to provide any compensation whatsoever to any party.
12. The Cardmember shall take reasonable care of the Card. Should the Card be lost, stolen, damaged or defaced, SPC may cancel the Card and issue a replacement Card but is not obliged to do so and if SPC issues a replacement Card, it has the sole discretion to impose a fee for the replacement

Card. The Card shall be confiscated if found to be misused in any way. SPC is entitled up to ten - fifteen (10-15) working days to process and issue a replacement Card.

13. In the event that the Card is lost, stolen, damaged or defaced SPC may at its sole discretion carry over any part or the whole of the transaction(s) recorded on the lost or stolen Card to the replacement Card, but is not obliged to do so.
14. Before leaving the participating SPC service stations or any designated outlets at which the Card is accepted, the Cardmember must check the Card returned to him/her to ensure that he/she has been returned the correct Card.

***Part C- Use of the Card***

15. Prevailing details pertaining to the Use of the Card will be made available from time to time by SPC. All such details which may be amended or varied at SPC's sole discretion shall be deemed incorporated herein and all Cardmembers shall be bound accordingly.
16. Certain permitted purchases from SPC's service stations and any designated outlets will be eligible to be recorded at the time of the purchase, as a transaction in the Card. Such transactions accumulated over a calendar month period will qualify the Cardmember to certain benefits, privileges, promotions, offers or discounts in the immediate following calendar month. Such benefits, privileges, promotions, offers or discounts may be obtained or claimed by the Cardmember at SPC's service stations and any designated outlets. Use of the Card is in addition to any prevailing on-site discounts at SPC's service stations and any designated outlets, but not with any other promotions or discounts, unless otherwise permitted by SPC.
17. Where possible, permitted purchases that qualify to be recorded as a transaction in the Card will be listed down in a promotional catalogue (and such a catalogue may also be sent to the latest address of the Cardmember reflected on SPC's records) and/or labeled in SPC's service stations and any designated outlets. However, SPC will not be liable or responsible for any failure to label such permitted purchases or to list such permitted purchases down in a promotional catalogue. In the event that a promotional catalogue is issued, its contents shall be for the purpose of information only and shall not be construed for any other purposes whatsoever, including as constituting any offer, representation or warranty as to their availability.
18. Cardmember must present his/her Card at SPC's service stations and any designated outlets where Use of the Card is at any time allowed before making any payment. If his/her Card is not presented at the time of purchase, the Cardmember shall not be allowed to obtain or redeem benefits and/or privileges under or to participate in any promotions, offers or discounts under the Card at the particular point of purchase. If required or requested, Cardmember has to present his/her NRIC/Passport.
19. Without prejudice to clauses 16 and 18, in the event that any transaction(s) was made but was not recorded, the Cardmember shall be required to provide proofs of purchase including receipts for the purposes of recording such purchases as a transaction in the Card, if so permitted by SPC. However, SPC reserves the right not to record such transaction(s), or to accept or reject such proofs at its sole and absolute discretion.
20. If the record(s) of such transaction(s) in the Card is not used by the Cardmember to obtain or claim any benefits, privileges, promotions, offers or discounts in the immediate following calendar month, the said record(s) shall expire absolutely at the end of that calendar month and shall not be carried forward to the next following calendar month.
21. Transactions recorded in one Card cannot be transferred, assigned to another card or combined with another Card, or otherwise dealt with except in accordance with the terms and conditions herein.

22. Any transaction(s) pertaining to the Use of the Card cannot be undone and any benefits obtained cannot be returned or exchanged, and are not refundable for cash or credit under any circumstances whatsoever. In the event that SPC agrees at its sole discretion to allow the above, SPC reserves the right to charge the Cardmember an administrative fee.
23. Any Use of the Card shall be irrevocable and irreversible, and any transaction(s) recorded thereunder shall not be cancelled or varied nor will there be a refund or payment of any kind to the Cardmember under any circumstances.
24. SPC shall have the sole right and discretion to determine the number of times a Cardmember is allowed Use of the Card over a twenty-four (24) hour period or on a single calendar day, week or month or such other periods as SPC deems fit.
25. In the event that redemption of any items on promotion or items eligible for benefits, privileges, offers or discounts (“**Items**”) may be effected by cash payment, the Cardmember shall make the payment at participating supplier's outlet, SPC’s service stations or any designated outlets at which the Use of the Card is to be made or as instructed by SPC. Such payment shall be borne solely by the Cardmember and the Cardmember shall not dispute the amount payable.
26. Any Use of the Card is subject to stock availability of Items and SPC reserves the right at any time to cancel, change, substitute or remove any benefits, privileges, promotions, offers or discounts related to the Use of the Card, or make amendments to, change or substitute the conditions relating to the same with or without notice to the Cardmember. Any Use of the Card at SPC's service stations and any designated outlets shall be based on a first-come-first-served basis and at such hours as shall be permitted by SPC. Suppliers are not obliged to reserve stocks/goods for Cardmembers and neither SPC nor its supplier(s) shall be liable/responsible for any out of stock situations.
27. In the event that such benefits, privileges, promotions, offers or discounts are issued by vouchers/certificates, such vouchers/certificates are valid for use subject to the expiry date specified on the said vouchers/certificates. All unused vouchers/certificates shall after the expiry date be deemed null and void, and no replacement shall be made of any such voucher/certificate by SPC. Use of such vouchers/certificates is subject to the terms and conditions contained therein and are valid for use only at such participating establishments as are stated thereon.
28. The **Items** are available on an as-is basis, and shall exclude, among others, batteries, accessories and installation costs.
29. If the Cardmember is requested by the supplier to pay any taxes, levies, duties, Goods and Services Tax (GST) or service charge in relation to the Use of the Card, such taxes, levies, duties, GST or service charge shall be borne solely by the Cardmember.
30. Any Use of the Card may be subject to the suppliers' terms and conditions, if any, e.g. participating redemption outlets, validity period and usage.
31. The Cardmember is responsible to examine any Items upon collection and to reject any damaged or defective Items at SPC’s service stations or any designated outlets at which Use of the Card is made. Where such Item(s) is found to be damaged, defective or its contents incomplete, the Cardmember is to reject the Item(s) on the spot, to the cashier at the SPC service station, supplier or any person delivering the Item(s). Where it is not possible to check the Item(s) on the spot, any complaints of any such damage or defect must be lodged within seven (7) days of receipt of the Item(s) at the same place where the Item(s) was received. SPC or the supplier may at its discretion replace the Item(s), but is not obliged to do so. SPC is entitled to refuse such a replacement if the Item(s) has been found to be damaged by the negligent or deliberate acts of the Cardmember.

32. In the event that there are any damaged or defective mechanical and/or electrical Items, the Cardmember shall contact and liaise directly with the supplier/manufacturer of such mechanical and/or electrical Items. Such Items may carry the guarantee/warranty of the supplier/manufacturer and the Cardmember shall be bound by such supplier's/manufacturer's guarantee/warranty.
33. SPC makes no representation or warranty as to the quality of the Items, or liability for any defects or damage, or otherwise. The Cardmember agrees that any and all disputes concerning any Items so obtained pertaining to the Use of the Card shall be settled between the Cardmember and the supplier/manufacturer directly. SPC shall not in any way be involved or be brought in as a party to such disputes.
34. Notwithstanding any other provisions and without prejudice to any other rights and remedies stated herein, SPC reserves the right to refuse Use of the Card where the transaction is suspected to be and/or is fraudulently recorded or obtained, erroneously recorded as a result of system glitches or for any other reasons as shall be determined at SPC's sole discretion.

***Part D - Issue of Statements***

35. Statements may be issued by SPC. If so, Cardmembers can elect to receive the statements either online or by post.
36. SPC may at its absolute discretion and without assigning any reason discontinue the sending of statements or change the frequency of sending the statements to the Cardmembers, irrespective of whether the statements are online statements or are sent by post.
37. In the event statements are issued and the Cardmember does not receive any statements from SPC, the Cardmember shall immediately contact SPC Retail Hotline No. 1800-477-1800 to inform SPC of the same. The Cardmember shall provide any relevant information requested by SPC for verification purposes.

***Part E - Cardmembers' Information***

38. Cardmembers shall ensure that SPC is kept informed and updated of any change of address or other personal information.
39. A notice shall be deemed to have been given by SPC to a Cardmember if it is sent to the latest know address of the Cardmember that is on record with SPC on the day of delivery if sent by hand, or on the next working day after posting if sent by post.
40. SPC may at any time send to any Cardmember any form of promotional catalogues, pamphlets and notices.
41. The Cardmember hereby authorizes SPC and/or its employees or servants to hold, make use of, disclose, divulge or reveal any information relating to the Cardmember and the Cardmember's Use of the Card in such manner and to such extent as SPC may deem necessary, from time to time. In addition, the Cardmember agrees to allow SPC to disclose their particulars and information, including information relating to purchases and mode(s) of payment, for the purpose of maintaining the Cardmember's account or any other purposes as SPC deems fit.

***Part F - Cancellation, Termination and Suspension***

42. SPC may at any time without assigning any reason whatsoever and without prior notice cancel, suspend and/or terminate the Card. The Cardmember shall not be entitled to any compensation for any such cancellation, suspension and/or termination. Un-utilised benefits, if any shall be immediately invalidated on cancellation, suspension and/or termination of the Card.

43. A Cardmember may terminate the Card and forfeit or invalidate any Use of the Card at any time by returning the Card, cut in half to SPC.
44. SPC reserves the right to cancel/terminate any Card that has not been used for any continuous period of six (6) months and accordingly all unused benefits shall be immediately forfeited/invalidated.

***Part G - Exclusions by SPC***

45. Unless SPC is and has expressly held itself to be, in writing, the supplier of the Items, any Items listed in the promotional catalogues, pamphlets and notices refers to benefits and/or privileges (including goods and services) that are provided by the member merchants. SPC shall not be responsible for the quality or fitness for purpose or any other matters relating to any benefits or privileges (including goods or services) provided to the Cardmember upon Use of the Card.
46. Items may carry the warranty of their manufacturer. As indicated above, SPC makes no product representation or warranties, express or implied, and whether arising under any legislation or otherwise and disclaims any and all liability, as to the condition, quality, merchantability or fitness for use of goods/products and/or services provided to the Cardmember (whether at the merchant's outlet or otherwise) upon Use of the Card, to the extent permitted by law. SPC will not be liable for any loss or injury suffered by Cardmembers, their family or third parties as a result of Use of the Card (whether direct, indirect, consequential, pecuniary or of any other nature), nor shall SPC be liable for any loss or damage to property as a result of Use of the Card.
47. Without prejudice to any other terms and conditions set out herein, any liability SPC may owe to the Cardmember arising out of Use of the Card which cannot be excluded or which is not already provided herein is hereby limited, where permitted, to the reinstatement of the transaction record in the Card, or to the cost of Items in conjunction with Use of the Card, as SPC may determine at its sole and absolute discretion.
48. SPC shall not be liable in any way whatsoever if any person fails and/or refuses to recognise or honour the Card for any reason whatsoever.
49. SPC shall not be liable for any loss or damage suffered by the Cardmember by reason of any loss, theft or damage to any Items sent to the Cardmember by post, or any failure or omission to notify the Cardmember of any changes in the Use of the Card. SPC shall not be liable for any event or occurrence beyond the reasonable control of SPC, including but not limited to acts of God, war, and industrial disputes. SPC shall also not be liable for any loss or damage suffered by the Cardmember arising out of or in connection with the use of the Card that is not caused by the willful misconduct or gross negligence on the part of SPC, its employees or agents.
50. SPC shall not be liable for any erroneous handling or processing of the Use of the Card, any duplicate transactions, any loss of benefits, any errors, delays, damage or any other loss whatsoever suffered by the Cardmember whether as a result, directly or indirectly, of any breakdown, or failure of any machine, data processing or communication system or transmission link or an inability to retrieve any information or data from the computer system or for any reason whatsoever. SPC shall also not be liable for any loss of transaction records in the Card due to any act or omission of the operator of the service station, appointed agents, contractors and/or suppliers, unless this is the direct result of the willful misconduct or gross negligence of SPC, and in such event, SPC may at its sole discretion reinstate the lost transaction records and/or offer any other kind of discount to the Cardmember, or otherwise, as SPC may deem fit.
51. Without prejudice to Clause 50, should there be a breakdown or failure of any machine, data processing or communication system or transmission link or an inability to retrieve any information or data from the computer system, SPC may at its sole discretion apply a rate of

discount to all Cardmembers, and Cardmembers will be required to provide information on a written form to record their purchases. SPC is entitled up to ten - fifteen (10-15) working days for manual processing of such records.

***Part H - Assignment***

52. There shall be no assignment by the Cardmember. SPC may at any time assign all or any part of its rights and/or obligations relating to the Card without the prior consent of any Cardmember.

***Part I - Variation of Terms***

53. SPC may without notice to the Cardmember amend or vary any aspect of the Use of the Card, including the terms and conditions herein and/or the published details relating to the enjoyment of benefits and/or privileges, without being liable to the Cardmember in any manner whatsoever.

***Part J - Miscellaneous***

54. Where a Card bears a name and/or mark indicating that the Card may be used to obtain benefits and/or privileges under any other programme, the prevailing terms and conditions governing that programme shall apply and SPC shall not be responsible in any manner whatsoever for the operation of that programme.
55. SPC may, at any time in its absolute discretion and without assigning any reason, discriminate between different Cardmembers in that benefits or privileges may be offered or granted to certain categories of Cardmembers but not to others.
56. Unless otherwise indicated on the Card, the Card is not a charge or a payment card and cannot be used as such. Where it is indicated on the Card that the Card is also a charge card, use of the Card as a charge card shall be governed by the prevailing terms and conditions applicable to that charge card.
57. In the event that any provision or condition herein shall be or at any time shall become invalid, illegal or unenforceable in any respect under any law, such invalidity, illegality or unenforceability shall not in any way affect or impair any other provisions or conditions herein and these terms and conditions shall be construed as if such invalid or illegal or unenforceable provision or condition had never been contained herein.
58. Where a Cardmember is incapable or rendered incapable, by reason of death, mental disorder or permanent disability, of managing and administering his/her property, affairs and estate, upon the happening of any of the events indicated above, all unused benefits pertaining to the Card shall be automatically invalidated and will not inure to the benefit of any other persons, including the representatives and/or the estate of the Cardmember.
59. The Cardmember is to take note that in the event of any changes to his/her particulars or delivery address, SPC shall have the right to direct all future correspondences or notices to the new address provided. The Cardmember shall be responsible to ensure that he/she immediately contacts SPC in the event that he/she fails to receive such correspondences or notices from SPC. In the event of any fraud or theft as a result of the above, SPC shall not be responsible or liable for any transactions effected prior to the receipt by SPC of such notice and SPC shall have the right to handle and process any Use of the Card that was affected prior to such notification.
60. Any claim or dispute relating to the programme or to the Use of the Card shall be referred to SPC directly, whose decision shall be final and binding on the Cardmember, and SPC's records of all matters relating to the programme shall be conclusive and binding on the Cardmember.

61. Notwithstanding anything stated herein, SPC's rights and entitlement herein shall continue to remain in full force and effect and shall survive any cancellation, revocation or suspension of the programme, the Use of the Card, and/or the Cardmember's participation in the programme.
62. The terms and conditions herein stated shall be in addition to and not in derogation of any specific agreement or arrangement with regard to the programme now or hereafter, and from time to time, subsisting between SPC and the Cardmember, and/or any terms and conditions that may be specified in any written communication notified by SPC to the Cardmember from time to time.
63. SPC reserves the right to invite or allow any other companies to participate in the programme, and in such event, to modify the programme and any of the terms and conditions provided herein or other agreements or other documents relating to the programme, including but not limited to the conditions for permitted purchases that can qualify for any benefit, privilege, promotion, offers or discounts.
64. These terms and conditions are governed by Singapore law. The Cardmember hereby submit irrevocably to the non-exclusive jurisdiction of the Singapore Courts.