

DBS ESSO MasterCard® Ultimate Drivers' Fuel Promotion 2015 Terms and Conditions

1. Eligibility

1.1 DBS Esso MasterCard® Card Ultimate Drivers' Fuel Promotion 2015 ("Promotion") is valid from 17 August to 16 October 2015 ("Promotion Period") and is open to all (except those persons listed under Clause 1.2) DBS Esso MasterCard® cardmembers ("Cardmembers") whose card accounts are valid, subsisting and in good standing as may be determined by DBS at its sole and absolute discretion.

1.2 Cardmembers whose card accounts have been suspended, cancelled or terminated by DBS at any time during the Promotion Period are not entitled to participate in the Promotion.

2. Qualifying Period, Criteria and Rebate

2.1 To qualify for the Promotion, Cardmembers must successfully charge at least S\$500 to their DBS Esso MasterCard® card ("Card") outside Esso service stations in Singapore, from 17 August to 16 September 2015 and 17 September to 16 October 2015 (each a "Qualifying Period") ("Eligible Cardmembers").

2.2 Spend amount of S\$500 (both principal and supplementary cards) is calculated based on local and foreign retail sales charged outside Esso service stations, posted 0% interest-free instalment plan and recurring bill payment, but excludes interest, bill payment, finance charges, cash withdrawals, balance transfer, smart cash and all fees charged by DBS.

2.3 Subject to Clause 2.1, Eligible Cardmembers who have successfully charged the transactions to their DBS Esso MasterCard® Card during a Qualifying Period will receive 3.5% additional cash rebate ("Cash Rebate") on their nett fuel transaction amount (after all applicable discounts have been applied) and will be credited to DBS Esso MasterCard® Card principal card account statement within 2 calendar months of their fuel transaction or such other date as may be determined by DBS.

2.4 Limited to one (1) Cash Rebate for each DBS Esso MasterCard® Card principal card account, subject to a maximum rebate amount of S\$25 per qualifying period.

2.5 For the avoidance of doubt, Cardmembers will continue to enjoy the existing 17% discount (5% site discount + 5% Smiles card discount + 7% card discount) when they charge their fuel purchases to DBS Esso MasterCard® Card ("Existing Offer").

2.6 Existing Offer validity periods and amounts are subject to change at merchant's discretion without prior notice. Please check on-site for latest applicable discounts.

3. General

3.1 DBS is not an agent of the merchant or vice versa.

3.2 DBS makes no warranty or representation as to the quality, merchantability or fitness for purpose of the merchant's goods and services. Any dispute about the same must be resolved directly with the merchant. Merchant's products and services have not been certified by DBS and

under no circumstances shall the inclusion of any product or service in this Promotion be construed as an endorsement or recommendation of such product or service by DBS.

3.3 DBS assumes no responsibility for any loss or damage or expenses arising in connection with this Promotion, howsoever arising, including without limitation, from any late or non-notification, any error in computing, technical hardware or software breakdown, malfunctions or defects, failed, delayed or incorrect transactions, or lost or unavailable network connections, or any notice that is lost or misdirected, which may affect a Cardmember's eligibility in the Promotion.

3.4 If DBS subsequently determines that a person is in fact not eligible to receive the Cash Rebate or to participate in the Promotion, for any reason whatsoever, DBS may at its discretion reclaim the Cash Rebate and award or dispose of it in such manner and to such person(s) as DBS deems fit in its sole discretion. Each Cardmember hereby authorizes and consents to DBS debiting the value of the Cash Rebate from any of his/her/their DBS/POSB bank account(s).

3.5 No person shall be entitled to any payment or compensation from DBS should any Cash Rebate be forfeited or reclaimed.

3.6 DBS' decision on all matters relating to the Promotion shall be final and binding. DBS shall not be obliged to enter into any correspondence on any matter with any party concerning the Promotion.

3.7 DBS may vary these Terms and Conditions without notice, or withdraw or discontinue the Promotion at any time without any notice or liability to any party.

3.8 In the event of any inconsistency between these Terms and Conditions and any brochures, marketing or promotional materials relating to the Promotion, these Terms and Conditions shall prevail.

3.9 These Terms and Conditions shall be read in conjunction with the DBS Cards General Promotions Terms and Conditions. In the event of any inconsistency, these Terms and Conditions shall prevail insofar as they apply to the Promotion. The DBS Cards General Promotions Terms and Conditions is available at www.dbs.com.sg/cards

3.10 Cardmembers consent under the Personal Data Protection Act (Cap 26 of 2012) to the collection, use and disclosure of Cardmembers' personal data by/to the DBS' agent or vendors and such other third party for the purpose of the Promotion and Cardmembers confirm that they agree to be bound by the terms of the DBS Privacy Policy, a copy of which can be found on www.dbs.com/privacy.

3.11 These Terms and Conditions shall be governed by and construed in accordance with the laws of Singapore, and Cardmembers irrevocably submit to the exclusive jurisdiction of the Singapore courts.

3.12 A person who is not a party to these terms may not enforce any of them under the Contracts (Rights of Third Parties) Act (Chapter 53B).