

**Terms and Conditions governing the Esso Microwaveable Food Container Spend and Redeem Campaign Promotion:**

1. This Promotion (as defined below) is valid for all OCBC (refers to Oversea-Chinese Banking Corporation Limited) Cards except corporate cards and private label cards\* (“OCBC Cards”) from 1<sup>st</sup> May 2017 to 31<sup>st</sup> May 2017 (both dates inclusive) (the “Promotion Period”).

\*Private Label Cards refer to in-store credit or charge cards issued by a retailer, and not by OCBC.

2. OCBC Cardmembers are eligible to receive one free silicone food container per transaction with a minimum of S\$70 gross fuel spend in one transaction (based on gross spend) charged to an OCBC Credit / Debit Card via Visa / Mastercard transaction, in a single receipt at all FairPrice Xpress and Cheers stores in Esso (refers to ExxonMobil Asia Pacific Pte Ltd) service stations in Singapore only (“The Promotion”).
3. NTUC/OCBC Plus! Visa Cardmembers who have linked their NTUC/OCBC Plus! Visa Card to a new Smiles account just need to charge a minimum of S\$50 gross fuel spend in a single transaction to redeem the silicone food container.
4. Cash/NETS/other payment made via non-OCBC cards are not eligible for this offer.
5. There are 4 colours for the silicone food container. Each colour is subject to availability, on a while stocks last basis. There are only 20,000 silicone food containers to be redeemed for each colour and a total of 80,000 food containers to be redeemed.
6. OCBC Bank and Esso shall not be responsible for the quality, merchantability or fitness for any purpose or any other aspect of the silicone food container. Notwithstanding anything herein, OCBC Bank and Esso shall not at any time be responsible or held liable for any defect or malfunction in any product or for inferior service, and/or for any loss, injury, damage or harm suffered in connection with the use of any such product.
7. The decision of OCBC Bank and Esso on all matters relating to this offer shall be final and binding. No correspondence or appeal shall be entertained. In the event of any inconsistency between these terms and conditions and any brochure, marketing or promotional material, these terms and conditions will prevail.
8. OCBC Bank and Esso reserve the right to terminate or suspend any of the Promotions and/or add to, delete, change or vary these terms and conditions at any time or from time to time without notice.
9. OCBC Bank and Esso shall not be responsible for any loss or damage to any person in connection with the Promotion howsoever arising, including without limitation any breakdown or malfunction in any computer system or equipment, any notice which is misdirected or lost in the post.

10. The silicone food container is not a toy and it should be kept away from fire or flame. To avoid any danger, the silicone food container should be kept away from babies and children. No claims, representations or warranties, whether express or implied, are made by Esso and OCBC as to the safety, quality, merchantability, reliability, durability, fitness for any purpose and performance of the silicone food container. In no event shall Esso nor OCBC be liable for any direct, indirect, punitive, incidental, or consequential damages, whether to property or life, howsoever arising out of or in connection with the use of the silicon food container by any person
  
11. These terms and conditions shall be governed by the laws of Singapore and the participants shall irrevocably submit to the non-exclusive jurisdiction of the courts of Singapore. 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 of these terms and conditions.

Version Date: 28<sup>th</sup> April 2017