

## **TERMS AND CONDITIONS OF SMART ENERGY CARD POINTS PROGRAM**

1. Smart Energy Cardmembers can only earn Points when purchasing qualifying diesel products sold by Smart Energy Pte Ltd. In order to earn Points for such purchase, the Cardmember must activate the diesel pump and make payment at the point of sale using his valid Energy card. Identification card may be requested for verification purposes. Any points earned from the purchase will be credited into the Energy Card used for such purchase.
2. Smart Energy Pte Ltd may, in its sole discretion and without prior notice, delay, suspend or terminate the recording and crediting of Energy Card Points and/or cancel and deduct Points from any given Cardmember's Energy Card account due to reasons such as system error and suspected fraud.
3. In the event of fraud, misuse, security breach, inaccuracy of information and/or other misconduct involving the acquisition and/or use of point, Smart Energy Pte Ltd reserves the right to immediate cancellation, restriction or termination of the Smart Energy Card and not award Energy Card Points.
4. All Energy Card Points are void upon cancellation of the Smart Energy Card and the Cardmember shall not be entitled to any compensation in respect of any cancellation/deduction of Energy Card Points.
5. Once redeemed, Energy Card Points cannot be refunded to the Cardmember in any way or form for any reason whatsoever.
6. Smart Energy Pte Ltd shall not be liable for any loss or damage suffered by the Cardmember by reason of:
  - a. any loss or theft of or damage to the Energy Card, whether occurring at Smart Energy Pte Ltd's premises or elsewhere;
  - b. any failure or omission to notify the Cardmember of any changes in the Energy Card Points Programme and/or the details relating to accumulation of Points and/or redemption of Points;
  - c. any event or occurrence beyond the reasonable control of Smart Energy; or
  - d. any loss or damage suffered by the Cardmember arising out of or in connection with the use of the Energy Card
  - e. any erroneous crediting or debiting of or failure to credit or debit Points, any duplicate transactions, any loss of accumulated Points or any other loss whatsoever suffered by the Cardmember whether as a result 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.
7. Smart Energy will not be held responsible for loss of Points in the event that the Cardmember's Energy Card is misused or misappropriated by others with malicious intent, before the Cardmember has informed Smart Energy of the lost card.
8. Smart Energy Pte Ltd reserves the right to, in its sole discretion and without prior notice to the Cardmember, suspend, terminate the Smart Energy Card Points Program.
9. S-Mart Pte Ltd vouchers cannot be used to offset purchases of Newspapers, Alcohol and Tobacco products and other products that may be excluded in this program from time to time.
10. Upon the termination or cancellation of the Energy Card member account for whatever reasons, all Points will be forfeited and Cardmember shall have no further claim against Smart Energy Pte Ltd.
11. Smart Energy Pte Ltd and S-Mart Pte Ltd reserves the right to in its sole discretion and without prior notice to the Cardmember, amend the terms and conditions of the Smart Energy Card Points Program and terms and conditions governing the use of the S-Mart Voucher.

## **TERMS AND CONDITIONS OF S-MART VOUCHER**

1. The Voucher will only be honoured at S-Mart Pte Ltd. at the Serangoon North and Mandai Link outlets, and is valid for seven (7) days from the date of issuance;
2. The Voucher is strictly not exchangeable for cash;
3. The Voucher cannot be used to offset purchases of Newspapers, Alcohol and Tobacco products and other products that may be excluded in this program from time to time.
4. The Voucher must be fully utilised in a single transaction when making payment for S-Mart Pte Ltd products. Any unutilised amount of the Voucher may be forfeited.
5. Smart Energy Pte Ltd and S-Mart Pte Ltd will not be responsible for misuse, loss or damage to the Voucher;
6. The Voucher is deemed void if the QR Code, Barcode, or serial code is defaced.