

## Terms and Conditions Governing BOC Elite Miles World MasterCard Programme

The terms and conditions (the "**Terms and Conditions**") of this BOC Elite Miles World MasterCard Programme (the "**Programme**") are to be read in conjunction with the BOC Cardmember Agreement, the Terms and Conditions of the BOC Rewards Programme, the BOC Air Miles Programme Terms and Conditions and such other terms and conditions as may be expressly stated in these Terms and Conditions. Unless otherwise stated, in the event of any inconsistency in these Terms and Conditions and any other terms and conditions in relation to the Programme, these Terms and Conditions shall prevail.

### 1. DEFINITIONS

In these Terms and Conditions, the following words and expressions shall, unless the context otherwise requires, have the following meanings:

- "**Bank**" or "**BOC**" means Bank of China Limited, Singapore Branch and its successors and assigns.
- "**BOC Bonus Points**" means the loyalty points awarded under this Programme. Annual Card fees, interest, late payment charges, goods and services taxes, cash advances, fund transfer and other fees and charges shall not be taken into account in the award and computation of BOC Bonus Points.
- "**Card**" means the BOC Elite Miles World MasterCard issued by BOC, and shall include, as the context may require, any Supplementary Card and any replacement or renewal thereto.
- "**Card Account**" means the account maintained with BOC in respect of the Card.
- "**Cardmember**" means the person named on the Card and shall include the Principal Cardmember and Supplementary Cardmember.
- "**Eligible Transactions**" means all Card transactions eligible for the award and computation of BOC Bonus Points, and includes retail purchases and online transactions charged to the Card Account, but excludes the Excluded Transactions.
- "**Excluded Transactions**" means all Card transactions excluded from the award and computation of BOC Bonus Points, and includes card annual fees, interest and late payment charges, goods and services taxes, cash advances, fund transfers, other fees and charges pursuant to BOC's Cardmember Agreement, instalment payments (in the form of Interest-free Instalment Plans (IPP), purchase instalments, statement instalments and tax payment plans), unposted, cancelled, disputed and refunded transactions, and transactions made on excluded spend categories as may otherwise be stipulated in these Terms and Conditions.
- "**Principal Cardmember**" means the person to whom a Card other than a Supplementary Card is issued by BOC.
- "**Supplementary Card**" means a Card issued by BOC under Clause 3 of the BOC Cardmember Agreement to the Supplementary Cardmember.
- "**Supplementary Cardmember**" means the person to whom a Supplementary Card is issued by BOC.

All capitalised words and expressions in these Terms and Conditions shall, unless otherwise defined herein, have the same meanings as defined in the BOC Cardmember Agreement.

## 2. BOC BONUS POINTS AWARD RATE

(a) A Cardmember will be awarded BOC Bonus Points for all Eligible Transactions made by the Cardmember and/or his/her Supplementary Cardmember with the Card at the following rates:

- 9 BOC Bonus Points will be awarded for every S\$1 Overseas Spend; and
- 4.5 BOC Bonus Points will be awarded for every S\$1 Local Spend.

For the purpose of this Clause 2:

- **“Overseas Spend”** refers to all Card transactions charged overseas, including card transactions made overseas but effected/charged in Singapore dollars, and online transactions effected in Singapore dollars or foreign currencies at merchants with payment gateway outside of Singapore.
- **“Local Spend”** refers to all Card transactions charged in Singapore, and online transactions effected in Singapore dollars or foreign currencies at merchants with payment gateway in Singapore.

(b) In the addition to the above, the following transactions shall be deemed Excluded Transactions from the award of BOC Bonus Points under these Terms and Conditions:

- payments to government institutions and/or payments for government related services;
- payment of funds for money transfers and remittance services;
- utility bill payments;
- donations to charity;
- payments of funds to prepaid accounts and/or merchants who are categorised as “payment service providers”; and
- payments made via AXS or SAM.

Some examples of the merchants referred to above include the following:

Category	Examples
Government Institutions / Services	ACRA, CPF, HDB SEASON PARKING, ICA, LTA, MOM, Town Council, URA, IRAS
Money Transfer and Remittance Services	Swiss Money Transfer, TransferWise, WorldRemit

Utility Bill Payments / Other Payments	SP Services , AXS, SAM payments
Prepaid accounts and payment service providers	EZLINK, TransitLink, NETS FlashPay, SingTel Dash, Youtrip, GrabPay, MatchMove Pay, HelloPay

The above table of merchants is provided as an example and is not exhaustive. BOC reserves the right to add, remove and/or reclassify merchants in the above table from time to time at its sole discretion.

- (c) Purchases made with the Card which have yet to be posted to the Card Account shall not be included in the computation of BOC Bonus Points to be awarded.

### 3. ISSUANCE OF BOC BONUS POINTS

- (a) Any BOC Bonus Points awarded to a Cardmember will be stated in the Card Account statement of the Principal Cardmember. For the avoidance of doubt, Supplementary Cardmembers are not entitled to separate BOC Bonus Points.
- (b) BOC Bonus Points are accumulated on an annual basis and valid for period of 12 months commencing from their date of issue, or any other duration as may be specified by BOC. BOC Bonus Points accumulated but not utilised during such period will be automatically forfeited, cancelled and shall become null and void upon expiry (as illustrated in the table below), or upon the termination of the Card or Card Account, whichever is earlier.

BOC Rewards Period Illustration Table:

BOC Bonus Points Earned in the Period of	BOC Bonus Points Expiry Date
1 Jul 2018 to 30 Jun 2019	30 Jun 2020
1 Jul 2019 to 30 Jun 2020	30 Jun 2021
1 Jul 2020 to 30 Jun 2021	30 Jun 2022

- (c) BOC Bonus Points shall be awarded to the Cardmember based on the total aggregate amount charged to the Card Account each billing cycle, rounded down to the nearest whole number. Transactions posted after the current billing cycle will be awarded BOC Bonus Points in the statement cycle such transactions are posted in. BOC shall not be liable for costs, losses and/or liabilities incurred by the Cardmember or any other person as a result of or in connection with any failure or delay in the transmission to BOC of evidence of retail transactions by merchants or any other third parties or the posting of by BOC any transaction to a Card Account.
- (d) BOC Bonus Points may be used by a Cardmember to redeem BOC Rewards Vouchers or certain BOC Rewards.

- (e) For more information, please refer to the Terms and Conditions of the BOC Rewards Programme.

#### 4. CONVERSION OF BOC BONUS POINTS TO AIR MILES

- (a) Only a Principal Cardmember who is enrolled in the BOC Air Miles Programme may convert his/her BOC Bonus Points to Air Miles under the BOC Air Miles Programme.
- (b) A Principal Cardmember enrolled in the BOC Air Miles Programme may effect Air Miles transfers to his/her Frequent Flyer Programme Account bearing his/her own name on the relevant participating airline's records at the conversion rate set out under Clause 2 (*BOC Bonus Points Award Rate*) in blocks of 10,000 KrisFlyer air miles and/or 6,000 Asia Miles air miles respectively, and capped at a maximum of 10 blocks of air miles per transfer, or as may be otherwise stipulated by BOC from time to time.
- (c) Each air miles transfer will be subject to a non-refundable conversion fee of S\$30 (or a conversion fee of such other amount as BOC may determine in its absolute discretion).
- (d) The air miles transfer process will take approximately 14 to 21 working days.
- (e) Strictly no urgent requests for transfers or cancellations will be entertained.
- (f) BOC will not be responsible for any fraudulent or unsuccessful transfer. In the case of an unsuccessful transfer, the Principal Cardmember's BOC Bonus Points will be reinstated to his/her Card Account. The conversion fee of S\$30 will not be refunded.
- (g) The Cardmember is subject to and shall comply with the terms and conditions of the Frequent Flyer Programme of the participating airline(s) in which he/she is enrolled.
- (h) BOC shall not be responsible for the Principal Cardmember's air miles which has been successfully transferred to the Principal Cardmember's Frequent Flyer Programme Account or for the actions of the participating airlines in connection with the BOC Air Miles Programme.
- (i) For more information, please refer to the BOC Air Miles Programme Terms and Conditions.

#### 5. REDEMPTION OF BOC BONUS POINTS FOR ANNUAL FEE WAIVER

- (a) BOC Bonus Points may be used by the Cardmember to redeem Card annual fee waiver(s), at the following rates:

	Annual Fee	BOC Bonus Points
<b>Principal Card</b>	S\$190	95,000
<b>Supplementary Card</b>	S\$95	45,000

- (b) Redemption of BOC Bonus Points under this Clause 5 must be made at least one month before the Card annual fee is billed or within the actual Card annual fee billing month.

## 6. GENERAL TERMS & CONDITIONS

- (a) BOC is entitled to suspend the award or computation of BOC Bonus Points, to rectify any errors in the computation, or otherwise adjust such computation at any time without giving any reason or prior notice and without liability to any person. Any abuse or fraud relating to the issuance and/or redemption of BOC Bonus Points may result in the forfeiture of accrued BOC Bonus Points, as well as the cancellation of the Cardmember's Card(s).
- (b) Where any charge posted to a Card Account is reversed or is found to be in respect of, or related to Excluded Transactions, or other reasons deem fit by BOC, the BOC Bonus Points will be cancelled, or reversed at any point at BOC's sole discretion. In the event that the BOC Bonus Points to be cancelled/ reversed have been redeemed, BOC reserves the rights to debit the equivalent cash value of the redemption to the Card Account of the Cardmember, based on the retail value of the relevant BOC Rewards redeemed by Cardmember, without further notice to the Cardmember.
- (c) BOC may at any time at its absolute discretion and with prior notice to the Cardholder and Supplementary Cardholder, amend, supplement or vary any one or more of these Terms and Conditions.
- (d) BOC may, at its sole and absolute discretion and without prior notice, suspend, cancel or discontinue the Card at any time.
- (e) BOC's decision on all matters relating to or in connection with the Card shall be final and binding and no correspondence or claims will be entertained. By using this Card, a Cardmember shall be deemed to have read, understood and accepted these Terms and Conditions, including any amendments and variations thereto.
- (f) The Card Account must be in good standing at the time of crediting of the BOC Bonus Points. In the event that the Card Account is delinquent, terminated or suspended for any reason whatsoever before the BOC Bonus Points are credited into the said Card Account or if the Cardmember fails to effect due payment for the Card transactions, BOC reserves the right to revoke, deduct, recompute and/or forfeit such BOC Bonus Points at its sole and absolute discretion and the relevant Cardmember shall not be entitled to any compensation or payment whatsoever.
- (g) Without prejudice to Clauses 16 (*Disclosure*) and 21 (*BOC's Personal Data Protection*) of the BOC Cardmember Agreement, by participating in this Programme, a Cardmember irrevocably consents and authorises BOC and its agents and vendors (including but not limited to the parties involved in organising, promoting and conducting this Programme) to collect, use and disclose his/her personal data to any person for the purpose of this Programme, and confirm that he/she has read and agrees to be bound by the terms of BOC's Personal Data Protection Policy, as may be amended, supplemented and/or substituted by BOC from time to time, a copy of which can be found on [www.bankofchina.com/sg/aboutus](http://www.bankofchina.com/sg/aboutus).
- (h) BOC shall not be liable if it is unable to perform its obligations under these Terms and Conditions, due directly or indirectly to the failure of any machine or communication system, industrial dispute, war, Acts of God, or anything outside the control of BOC or its servants or agents.

- (i) BOC shall not be liable for any losses, damages, expenses, errors, delays, omissions suffered or incurred by such person in connection with the performance of its obligations under these Terms and Conditions.
- (j) All information is correct at the time of publishing or posting online. BOC reserves the right to amend the above without prior notice.
- (k) In the event of any inconsistency between these Terms and Conditions and any brochure, marketing or promotional material relating to the Card, these Terms and Conditions shall prevail.
- (l) A person who is not a party to these Terms and Conditions has no right under the Contracts (Rights of Third Parties) Act Cap 53B to enforce any of these Terms and Conditions.
- (m) These Terms and Conditions shall be governed by the laws of Singapore and any Cardmember participating in this Programme irrevocably submits to the non-exclusive jurisdiction of the Singapore courts.