

## Terms and Conditions Governing BOC Family Credit Card Cash Rebate Programme

Under the BOC Family Credit Card Cash Rebate Programme (this “**Programme**”), cash rebate will be awarded on spend made by a BOC Family Credit Card Cardmember (“**Cardmember**”) with his/her BOC Family Credit Card (“**Card**”).

The terms and conditions of this Programme (“**Terms and Conditions**”) are set out below. BOC may in its absolute discretion amend, supplement or vary any of these Terms and Conditions or change, cancel or withdraw this Programme at any time without giving any reason or prior notice. These Terms and Conditions are additional to, and shall be read together with, the terms contained in the prevailing BOC Cardmember Agreement, which shall continue to apply. Unless the context otherwise requires or these Terms and Conditions expressly provide otherwise, all words and expressions defined in the prevailing BOC Cardmember Agreement shall have the same meanings when used or referred to below.

### 1. Cash Rebate

#### (a) Base Cash Rebate

0.3% cash rebate (“**Base Cash Rebate**”) will be awarded on all retail transactions spend if a Cardmember charges less than S\$800 to his/her Card Account in a billing cycle.

#### (b) Family Cash Rebate

If a Cardmember charges a minimum spend of S\$800 to his/her Card Account in a billing cycle, the Cardmember will be awarded cash rebate (“**Family Cash Rebate**”) on the following spend categories:

##### (i) 10% cash rebate on Dining and Movies

###### Dining

“Dining” means all Singapore and Overseas transactions made at all restaurants, cafes and fast food restaurants with the assigned Merchant Category Code (MCC) 5812 - Eating Places and Restaurants and MCC 5814 - Fast Food Restaurants excluding all food and beverage spend within hotels and wedding banquet held in hotels.

###### Movies

“Movies” means transactions made at all movie theatres in Singapore (including online store) with the assigned MCC 7832 - Motion Picture Theaters.

The Family Cash Rebate for Dining and Movies is capped at S\$25 per Card Account per billing cycle.

##### (ii) 5% cash rebate on Family Club Merchants

###### Family Club Merchants

“Family Club Merchants” means transactions made at Best Denki, Chien Chi Tow, Eu Yan Sang, Harvey Norman, Motherswork, POPULAR Bookstore, Q&M

Dental, Unity Pharmacy, Watsons and Welcia-BHG, and merchants classified under “Family Club” by BOC in Singapore (except for retail stores in schools, roadshows, expo and events). The constituents of “Family Club Merchants” may be modified by BOC from time to time.

The Family Cash Rebate for Family Club Merchants is capped at S\$25 per Card Account per billing cycle.

**(iii) 3% cash rebate on Public Transport transactions**

**Public Transport Transactions**

“Public Transport transactions” refers to contactless card transit transactions on MRT Trains and SBS/SMRT Buses via the TransitLink Account-Based Ticketing (ABT) System with the assigned MCC 4111 – Local and Suburban Commuter Passenger Transportation.

The Family Cash Rebate for Public Transport transactions is capped at S\$25 per Card Account per billing cycle.

**(iv) 3% cash rebate on Supermarket, Online purchases and Hospital**

**Supermarkets**

“Supermarkets” means transactions made at all major supermarkets and/or hypermarket stores in Singapore with the assigned MCC 5411 – Grocery Stores and Supermarkets.

**Online purchases**

“Online purchases” means retail transactions which are made via the internet, charged to the Card and processed by the respective merchants/acquiring banks as an online transaction through Visa/MasterCard Worldwide networks but shall exclude the following transactions:

- a) payments to government institutions and payments for government related services;
- b) payments to financial institutions (including banks and brokerages) and payment for financial services;
- c) utility bill payments;
- d) any form of donations
- e) payments of funds to prepaid accounts and merchants who are categorised as “payment service providers”;
- f) payments for parking lots;
- g) payments for cleaning, maintenance, and janitorial services;
- h) payments made via AXS and SAM; and
- i) any other transactions as determined by BOC from time to time.

Some examples of merchants which are excluded for Online purchases:

Category	Examples
Government Institutions / Services	ACRA, CPF, HDB SEASON PARKING, ICA, LTA, MOM, Town Council, URA
Financial Institutions / Services (including banks and brokerages)	helloPay, MatchMove Pay, Saxo Cap Markets, IG MARKETS, FOREX.COM, MONEYBOOKERS.COM, OANDA PACIFIC, Swiss Money Transfer
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 (FEVO), EZLINK (IMAGINE), TransitLink, NETS FlashPay, SingTel Dash, Youtrip, GrabPay Top up, MatchMove Pay, HelloPay
Cleaning, Maintenance, and Janitorial Services	Helpling, Sendhelper

### Hospital

"Hospital" bills means on-site transactions made at hospitals in Singapore with the assigned MCC 8062 – Hospitals. For the avoidance of doubt, all transactions made at hospitals in Singapore that do not fall within the assigned MCC 8062 will be eligible for 0.3% cash rebate.

- (v) 0.3% cash rebate on all other retail purchases ("other spend") unless stated in these Terms and Conditions or by BOC in its absolute discretion.**

The Family Cash Rebate for (iv) Online purchases, Supermarkets and Hospital; and (v) all other retail purchases is capped at S\$25 per Card Account per billing cycle.

## 2. Other Terms and Conditions

(a) The total spend by a Cardmember and cash rebate awarded per Account in one billing cycle are based on posted local and foreign retail transactions in that billing cycle, and excludes interest charges, card annual fees, finance charges, late payment charges, goods and services taxes, cash advances, fund transfers, purchases made through Installment Payment Plans (IPP), any form of purchase or statement instalments, tax payment plans, unposted, cancelled, disputed and refunded transactions, payments made to government or government-related institutions (including but not limited to ACRA, CPF, HDB, ICA, LTA, MOM, URA, IRAS and town councils), utility bill payments, AXS payments, SAM payments, loading of prepaid accounts, cards and merchants (including but not limited to EZ-Link, TransitLink, NETS FlashPay, Singtel Dash, Youtrip, GrabPay, MatchMove Pay and HelloPay), any form of donations, any form of money transfer and remittance payments (including but not limited to Swiss Money Transfer, TransferWise and WorldRemit), all fees charged by BOC or any other third parties (if any) and such other transactions as determined by BOC from time to time at its sole discretion.

(b) Combined spend from Principal and Supplementary Cards is allowed for the purposes of the award of the Base Cash Rebate or Family Cash Rebate.

(c) Any cash rebate shall be computed based on the amount of each posted transaction, and rounded down to the nearest two decimal places.

(d) Transactions made must be posted transactions before the end of each billing cycle. BOC shall not be responsible for any delay in the transmission to BOC of evidence of retail purchases by the merchants or any other third parties.

Further, BOC identifies transactions and their categories via universal MCC assigned by Visa. The MCC is not decided by BOC but rather by the respective merchants and their acquiring banks. As such, BOC shall not be liable in any way whatsoever to award any rebate to any Cardmember or to compensate any Cardmember for any losses, liabilities, expenses or claims suffered or incurred by any such Cardmember, if a relevant merchant classifies its MCC inaccurately and results in BOC not awarding any rebate to such Cardmember.

(e) Base Cash Rebate or Family Cash Rebate awarded will be credited into the Card Account in the next billing cycle. The cash rebate awarded will be reflected on the monthly statement for the Card Account.

(f) In the event of a reversal, refund or cancellation of any posted transactions, the amount of such reversed, refunded or cancelled posted transactions shall be deducted from the relevant monthly billed amount for computation and award of cash rebate. BOC reserves the right to debit the Card Account for cash rebate credited and/or to charge the Cardmember in relation to such reversal, refund or cancellation of posted transactions.

(g) All cash rebate may only be used to settle card transactions incurred on the Principal Card or the Supplementary Card (if any). Cash rebate may not be: (i) converted to or exchanged for cash; (ii) transferred or paid to any person in any manner whatsoever; (iii) used to settle or pay any other liability of any person whatsoever; or (iv) applied towards settlement of any Cardmember's liabilities.

(h) All unused cash rebate will be forfeited on the earlier of: (i) the expiry of such cash rebate at the end of two (2) calendar years from the month on which the cash rebate was first credited into the Card Account; or (ii) BOC's receipt of the Principal Cardmember's request to terminate his/her Card; or (iii) the termination of the Principal Card by BOC for any reason whatsoever.

(i) The Card Account must be in good standing at the time of crediting of the cash rebate. In the event the Card Account is delinquent, terminated or suspended for any reason whatsoever before the cash rebate is credited into the said Card Account, BOC reserves the right to forfeit the cash rebate at its sole discretion.

(j) BOC's records of all matters relating to this Programme are conclusive and binding on the Cardmembers. BOC is entitled, for any reason and at any time, without liability, to suspend the computation or awarding of cash rebate, to rectify any errors in the computation, or otherwise adjust such computation. Any abuse or fraud in respect of the issuance of cash rebate may result in the cancellation of cash rebate already credited into the Card Account.

(k) BOC reserves the right in its absolute discretion to amend, supplement or vary any of these Terms and Conditions or change (including to vary the percentage of the cash rebate or revise the minimum spend required), cancel or withdraw this Programme at any time without giving any reason or prior notice. In the case of any dispute, BOC's decision on all matters relating to this Programme shall be final and binding and no correspondence will be entertained. By participating in this Programme, a Cardmember shall be deemed to have read, understood and accepted these Terms and Conditions.

(l) 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).

(m) 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.

(n) BOC shall not be liable for any errors, delays, omissions in the performance of its obligations under these Terms and Conditions.

(o) All information is correct at the time of publishing or posting online.

(p) Should there be any inconsistency between the English and the Chinese version of these Terms and Conditions, the English version shall prevail.

(q) In the event of any inconsistency between these Terms and Conditions and any brochure, marketing or promotional material relating to this Programme, these Terms and Conditions shall prevail.

(r) 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.

(s) 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.