Terms and Conditions of Gift Point Rewards Programme (the "Programme")

- 1. The Programme includes, but is not limited to:
 - (i) "Offset Spending with Gift Points" Redemption Programme ("Pay with Points");
 - (ii) "Cash Voucher" Redemption Programme;
 - (iii) "Cash Rebate" Redemption Programme;
 - (iv) Instant Rewards; and
 - (v) Mileage Awards and Merchant Partner Loyalty Points Redemption Awards.
- 2. Unless otherwise specified in the terms and conditions below, the Programme is applicable to:
 - (i) BOC Credit Cards that are issued in Hong Kong bearing the Bank of China (Hong Kong) Limited (the "BOCHK") logo but excluding BOC Credit Cards issued in the mainland and Macau, BOC CEA Dual Currency Credit Cards, BOC Hong Kong Airlines Visa Cards, BOC Great Wall International Credit Cards, USD cards, BOC Purchasing Cards, Private Label Cards and participants of the Automated Cash Rebate Redemption (the "Eligible Credit Cards"); or
 - (ii) Smart Account, Payment Account, Pay+ Wallet and Pay+ Wallet Lite (collectively the "BoC Pay+ Wallet") (collectively the "Eligible Banking Accounts").

The Eligible Credit Cards and Eligible Banking Accounts are collectively called the "Eligible Accounts".

- 3. The Programme is not applicable to customers who only hold BOC Supplementary Card(s) with no other Eligible Accounts. For the purpose of these terms and conditions, Supplementary Card(s) shall bear the same meaning as Additional Card(s) issued by BOCCC (as defined below). Gift Points earned from various Eligible Credit Cards under the same Main Cardholder (including Supplementary Card(s)) can be pooled together for redemption (except BOC Henderson Club Visa Card) by the Main Cardholder. Unless otherwise specified, Gift Points earned through Eligible Accounts (the "Gift Points of Eligible Account") under the same customer (identified by the Identification Document Number) can be pooled together for gift redemption. Gift Points earned by Commercial Cards cannot be pooled for gift redemption.
- 4. Unless otherwise specified, where Gift Points balance from the selected Eligible Credit Card or Eligible Banking Account for redemption is insufficient, the remaining Gift Points will be automatically deducted from other Eligible Account(s) of the customer, calculated based on the most recent expiry date of the Gift Points. The status of the relevant Eligible Account(s) must be normal, valid and in good standing at the time of redemption. BOCHK and/or BOC Credit Card (International) Ltd (the "BOCCC") reserve the right to cease gift redemption for a relevant Eligible Account which is blocked or terminated (whether or not resulting from a discretion exercised by BOCHK or BOCCC).
- 5. Unless otherwise specified, the available Gift Point(s) balance of an Eligible Credit Card is subject to the record shown on the latest monthly statement. The Gift Point(s) balance of an Eligible Banking Account can be checked through the BoC Pay+ Mobile App ("BoC Pay+"). Enquiries on Gift Points

can be made via, but not limited to BoC Pay+. The Gift Points earned on each transaction may not be reflected instantly. Actual transaction record of Gift Points and the latest points balance are subject to BOCHK and/or BOCCC record.

- 6. Gift Points cannot be exchanged for cash and are not transferrable.
- 7. Accepted redemptions cannot be cancelled or changed. Redeemed gifts cannot be transferred, returned, exchanged for other gifts/gift vouchers, converted into cash or refunded. Usage of gifts is bound by the relevant terms of the suppliers. BOCHK and/or BOCCC are not the suppliers of the gifts. Customers need to contact relevant suppliers directly if there is any enquiry or complaint regarding the gifts. BOCHK and/or BOCCC will not guarantee the quality and the services of the gifts provided by relevant suppliers. BOCHK and BOCCC will not be responsible for consequences related to the usage of gifts and their related services. Redeemed Gift Points cannot be returned.
- 8. Gift Point(s) of a cancelled/expired Eligible Credit Card and/or a closed Eligible Banking Account will be cleared immediately and automatically and will not be accepted for any gift redemption.
- 9. Subject to the requirements stated thereinafter, an Eligible Credit Card cardholder who successfully conducts any one of the Eligible Credit Card Transactions set out below with an Eligible Credit Card (includes payment through mobile payment bound with an Eligible Credit Card, except Alipay, WeChat Pay, PayMe and BoC Pay+) will be entitled to participate in the Programme:
 - (i) Retail Purchase[#]
 - (ii) "Cash Before Card Service"
 - (iii) Online bill payment# (Only applicable to BOC Visa Infinite Card, BOC UnionPay Dual Currency Card, BOC World MasterCard, BOC Visa Signature Card, BOC Platinum Credit Card, BOC Titanium Credit Card and BOC Commercial Card)
 - (iv) "JET Payment" Service#
 - (v) Octopus Automatic Add Value Service[#]

(each an "Eligible Credit Card Transaction")

An Eligible Credit Card Main Cardholder is entitled to earn 1 Gift Point of Credit Card for every HK\$1 spent or for every RMB¥1 spent with a BOC Dual Currency Card using an Eligible Credit Card or Additional/Supplementary Card under his or her name (except top-up transactions made to BoC Pay+ Wallet, annual fees, handling fees, cash advances, balance transfers and cash instalment plans). The Programme does not apply to any transaction / merchant category as BOCCC may at its sole discretion determine from time to time. The Programme does not apply to the BOC Dual Currency Card spending in the mainland for purchase of property, motor vehicle, fuel, air ticket, hospital services or the settlement of school fees, as well as purchases in wholesale and at supermarkets. Whether a transaction is considered an Eligible Credit Card Transaction shall be determined at the sole discretion of BOCCC and BOCCC reserves the right to change the abovementioned categories and merchants from time to time at its sole discretion.

*Gift Points are not applicable to bill payments made to payees such as the "Inland Revenue Department", "Banking and Credit Card Services", "Securities Broker", "Credit Services" and

under the bill type of "Policy Loan Repayment". Gambling and betting transactions, transactions at non-financial institutions (including but not limited to the purchase of foreign currency, money order and travelers cheques), transactions of financial institutions (including but not limited to the purchase of merchandise and services from banks, savings and loans), purchase of cryptocurrencies, wire transfer, money order, purchase and/or reload of stored value cards or e-Wallets, transactions via Alipay, WeChat Pay, PayMe, BoC Pay+ and person to person (P2P) fund transfers via mobile device/app/electronic platform are not eligible for Gift Points. For Online Bill Payment, "JET Payment", Octopus Automatic Add Value Service transactions as well as retail transactions under Supermarket, Convenience Store, Grocery Stores, Miscellaneous Food Stores and Government Department categories, each Main Card and Additional/Supplementary Card of an Eligible Credit Card under the name of the same Main Cardholder is eligible for an aggregate maximum of 10,000 Gift Points per statement cycle. Merchant categories are defined by VISA Worldwide Pte. Limited, Mastercard Asia/Pacific (Hong Kong) Limited, UnionPay International or BOCCC at their sole discretion and may be subject to change from time to time.

- 10. Eligible Credit Card and Eligible Banking Account Transactions, whether posted or not, which are subsequently partly or fully cancelled, refunded or reversed (including tax refund on purchases) will not be counted as Eligible Credit Card and Eligible Banking Account Transactions ("Invalid Transactions") and will not be eligible for Gift Points. BOCHK and/or BOCCC may request supporting documents for any underlying transactions to determine whether there has been any fraudulent or abusive use of the Eligible Credit Card and/or Eligible Banking Account. For any Gift Points (no matter if the Gift Points have been redeemed for any gift) in respect of Invalid Transactions, fraud, abuse or abnormal repetitive purchase and refund transaction ("Fraudulent Gift Points"), BOCHK and/or BOCCC may, at their sole discretion, in respect of all such Fraudulent Gift Points and without prior notice to the customer, deduct the Fraudulent Gift Points or charge back the value equivalent to the Fraudulent Gift Points, based on the basic redemption rate of each Gift Point to Cash Rebate, which is defined under the Terms and Conditions of "Cash Rebate" Gift Points Redemption Programme section, from (i) the associated Eligible Credit Card; and/or (ii) any banking account which the customer has with BOCHK. Any Fraudulent Gift Points obtained by customer shall become immediately due and repayable by the customer to BOCCC.
- 11. Any fraudulent use or abuse of the Programme or the redemption process may result in forfeiture of the accrued Gift Point(s) as well as the suspension or cancellation of the customer's Eligible Credit Card(s) and/ or the closing of Eligible Banking Accounts. BOCHK and/or BOCCC further reserve the right to take such legal actions as may be appropriate in such instances.
- 12. An Eligible Credit Cardholder of a BOC Dual Currency Card can participate in the Programme using the account denominated in Hong Kong dollars.
- 13. Unless otherwise specified, the maximum retention period for Gift Points is as follows: 3 years for BOC Visa Infinite Card and BOC UnionPay Dual Currency Diamond Card, 2 years for BOC World Mastercard, BOC Visa Signature Card and BOC Platinum Card, and 1 year (i.e. Gift Points earned from 1 December of a given year to 30 November of the following year ("2nd Year") will expire on

- 31 December of the 2nd Year) for Eligible Banking Accounts and other card types. BOCCC reserves the right to reject any redemption request and/or to cancel all awarded Gift Points if a Cardholder breaches the provision of the Credit Card User Agreement/Credit Card Agreement, defaults in card payments or have bad records.
- 14. Unless otherwise specified, the earned Gift Point(s) will be reflected within 3 days after the transaction is posted. Gift Point(s) earned with an Eligible Credit Card within the last statement cycle before Gift Points expiry will only be reflected in the next Gift Points validity period. For example, if the expiry date of the Eligible Credit Card Gift Points is 31 December 2024, Gift Point(s) posted during 1 31 December 2024 will expire on 31 December 2025 (assuming the validity period for Gift Points of such Eligible Credit Card is 1 year).
- 15. Subject to the requirements stated thereinafter, the customer of an Eligible Banking Account who successfully conducts any one of the Eligible Banking Account Transactions set out below through BoC Pay+ will be entitled to participate in the Programme:
 - (i) Purchases at merchant(s)
 - (ii) Transactions via "Transit Code"
 - (iii) Bill payments

(each an "Eligible Banking Account Transaction")

All transactions via e-CNY Wallet, WeChat Pay QR code and top-up transactions through BoC Pay+ are not eligible for earning Gift Points. The customer of an Eligible Banking Account is entitled to earn 1 Gift Point for every HK\$1 value or its equivalent in another currency spent with BoC Pay+. Eligible Banking Account Transactions, whether posted or not, which are subsequently partly or fully cancelled, refunded or reversed will not be eligible for Gift Points.

- 16. BOCHK reserves the right to change the upper limits of the Gift Points entitlement, above-mentioned categories and merchants from time to time at its sole discretion. Please refer to the FAQ for the latest limits on earning Gift Points. BOCHK and BOCCC reserve the right to change or amend the Gift Points exchange rate and/or the minimum Gift Points required each time.
- 17. <u>Customers are responsible for the data charges of using and/or downloading BOCHK Mobile Banking and/or BoC Pay+ (the "Mobile Applications") imposed by their service providers.</u> Please download the Mobile Applications from the official software application store or BOCHK homepage, and pay attention to the identifying words of the search. By using the Mobile Applications, the customers agree to the disclaimer and policy of BOCHK on the Mobile Applications from time to time.
- 18. BOCHK and BOCCC accept no liability for the quality of or any matter relating to the gift or services provided by the participating suppliers/merchants. The relevant participating suppliers/merchants are solely responsible for the obligations and liabilities relating to the gift or services.
- 19. BOCHK and/or BOCCC reserve the right to change, suspend or terminate the Programme or to amend the terms and conditions of this Programme at their sole discretion. Terms and conditions apply for

the above products, services and offers. For details, please make enquiries to BOCCC and/or BOCHK's Customer Service Hotline.

- 20. All matters and disputes are subject to the final decision of BOCHK and/or BOCCC.
- 21. No persons other than the customers, BOCHK and BOCCC will have any rights under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefits of any of the provisions of these terms and conditions.
- 22. Should there be any discrepancy or inconsistence between the English and the Chinese versions of these terms and conditions, the English version shall prevail.

Terms and Conditions of "Cash Voucher" Redemption Programme:

- 23. "Cash Voucher" Gift Points Redemption Programme via BoC Pay+ is applicable to customers who hold an Eligible Account(s) (excluding co-brand cards that may be announced by BOCCC from time to time, including but not limited to BOC Henderson Club Visa Card).
- 24. Customers can only redeem Cash Vouchers via BoC Pay+. While participating in the "Cash Voucher" Gift Points Redemption Programme, the Eligible Account selected by the customer will be treated as the "master account"; Gift Points will be deducted from the "master account" first. Where the Gift Points in the "master account" are insufficient, the remaining Gift Points will be automatically deducted from the customer's other Eligible Account(s) which has Gift Points that will expire sooner.
- 25. A redemption of Cash Vouchers using Gift Points cannot be altered, returned or cancelled once confirmed. The Gift Points of Eligible Accounts used for redemption will not be returned. Relevant redemptions will be shown on BoC Pay+. Cash Vouchers redeemed will be stored on the customer's BoC Pay+ after the redemption. The customer must keep and handle Cash Vouchers with care. Cash Vouchers redeemed cannot be changed, refunded or transferred. BOCHK and/or BOCCC will not reissue or change Cash Vouchers, nor accept responsibility for the loss of a Cash Voucher if it is not caused by BoC Pay+ system issues.
- 26. BOCHK and/or BOCCC are not the suppliers of the Cash Vouchers. Customers can contact relevant suppliers directly if there is any enquiry or complaint regarding the Cash Vouchers. BOCHK and/or BOCCC will not guarantee the quality and the services of the Cash Vouchers provided by relevant suppliers. BOCHK and/or BOCCC will not be responsible for consequences related to the usage of Cash Vouchers and their related services.
- 27. There is limited stock of each type of Cash Voucher. Redemption will be on a first-come-first-served basis and while stocks last. Cash Vouchers will be bound by the terms and conditions of respective suppliers, please refer to the detail page of the relevant Cash Voucher.

Terms and Conditions of "Pay with Points":

- 28. Pay with Points via BoC Pay+ is applicable to customers who hold an Eligible Account(s) and select an Eligible Account as the payment method for top up to BOC Pay+ Wallet (excluding Supplementary Cards and the co-brand cards that may be announced by BOCCC from time to time, including but not limited to BOC Henderson Club Visa Card).
- 29. Customers can only participate in Pay with Points via BoC Pay+. While participating in Pay with Points unless otherwise specified, Gift Points will be automatically deducted from the customer's Eligible Account(s) which has Gift Points that will expire sooner.
- 30. Eligible Spending refers to purchases at merchant(s) and/or transactions via "Transit Code" on BoC Pay+, excluding transactions via Faster Payment System, e-CNY Wallet, and any top-up transaction made to the BoC Pay+ Wallet (each an "**Eligible Spending**").
- 31. Every 250 Gift Points can be used to offset HK\$1 value or its equivalent in another currency of Eligible Spending amount. Customer has to meet the minimum amount requirement (HK\$1 equivalent value) per redemption. Customer may redeem up to the Eligible Spending amount in full with Gift Points (the Eligible Spending amount must be in a whole number, e.g. if the Eligible Spending amount is HK\$100.5, customer can offset a maximum of HK\$100 with 25,000 Gift Points, and the residual amount must be settled via BoC Pay+).
- 32. The amount offset by Pay with Points will be posted into the source of fund of the Eligible Spending within 3 working days after the Pay with Points redemption. For BOC Credit Cards, records of Eligible Spending and that of Pay with Points redemption may differ, and may be shown on different monthly statements, due to different cut-off dates of the credit card.
- 33. "Pay with Points" can be used together with any other discount offers by BOCHK and/or BOCCC ("Discount Offer"). The following situations are only applicable to transactions via QR Code Payment: if the customer confirms to offset an Eligible Spending with Gift Points, the Discount Offer will be applied to the relevant spending first, and the Eligible Spending amount to be offset will be equal to the amount after the deduction of the relevant Discount Offer from the original price. If the customer has sufficient Gift Points of Eligible Account(s) to offset the Eligible Spending in full, Gift Points of Eligible Account to offset the Eligible Spending in full, all the available Gift Points of the Eligible Account(s) will be deducted and the residual amount must be settled via BoC Pay+.

Example	Original Price	"Discount/ Offer" Amount	Payment Amount	Gift Point balance of Eligible Account (for Offset the Spending)	Points to be Deducted	Offset Amount	Point Balance
A	\$99	\$20	\$79	24,750 (\$99)	19,750	\$79	5,000

В	\$99	\$20	\$79	22,250 (\$89)	19,750	\$79	2,500
С	\$99	\$20	\$79	17,250 (\$69)	17,250	\$69	0

34. Pay with Points cannot be cancelled after redemption. If a customer returns or cancels the Eligible Spending, Gift Points used for offset will not be returned. The offset amount will be credited to the customer's Eligible Account used for settling the Eligible Spending. For Eligible Credit Cards, returned credit amount can be used to settle outstanding retail spending on the credit card. For Eligible Banking Accounts, returned credit amount can be used to settle other Eligible Spending. The returned credit amount cannot be transferred, returned or exchanged for cash.

Terms and Conditions of "Cash Rebate" Redemption Programme

- 35. Unless otherwise specified, a customer who holds an Eligible Credit Card (excluding the co-brand cards that may be announced by BOCCC from time to time) is entitled to redeem cash rebates with Gift Points of the Eligible Account. During the redemption, the Eligible Credit Card selected by the customer will be treated as the "master account", Gift Points will be deducted from the "master account" first. Where the Gift Points balance in the "master account" is insufficient, the remaining Gift Points will be automatically deducted from the customer's other Eligible Account(s) which has Gift Points that will expire sooner. "Cash Rebate" Redemption Program is not applicable to customers who do not hold an Eligible Credit Card. Unless otherwise specified, each batch of 25,000 Gift Points equals to a HK\$100 cash rebate, and the redemption must be in multiples of 25,000 Gift Points. Redemption of BOC Henderson Club Visa Card should refer to designated promotion terms and conditions.
- 36. Under normal circumstances, it may take up to 3 working days to post the redeemed "Cash Rebate" amount to the requesting Cardholder's Eligible Credit Card. Related transaction activities will be shown on the monthly statement that follows. All accepted redemptions can neither be cancelled nor changed.
- 37. "Cash Rebate" amount cannot be transferred, refunded or exchanged for cash. Should the "Cash Rebate" be posted to an account that is blocked or terminated (whether or not resulting from a discretion exercised by BOCCC), the related cash rebate redemption will be cancelled and the affected Cardholder will not have any right to seek redress from BOCCC.

Terms and Conditions of Instant Rewards:

38. Unless otherwise specified, a customer who holds and spends with an Eligible Credit Card with minimum HK\$1 is entitled to redeem instant cash discounts/designated vouchers/gift vouchers with Gift Points of the Eligible Account. During the redemption, the credit card used for payment is by

default the "master account", Gift Points will be deducted from the "master account" first. Where the Gift Points balance in the "master account" is insufficient, the remaining Gift Points will be automatically deducted from the customer's other Eligible Account(s) which has Gift Points that will expire sooner. Instant Rewards are not applicable to customers who do not hold an Eligible Credit Card.

- 39. Customer is entitled to convert Gift Points of an Eligible Account to instant cash discounts/designated vouchers/gift vouchers at physical stores/online stores of designated merchants on the basis of 250 Gift Points to HK\$1 instant cash discount or 25,000 Gift Points to HK\$100 specific voucher/gift voucher. For redeeming the instant cash discount, the maximum redeemable amount of Instant Rewards is subject to the transaction amount and available balance of Gift Points.
- 40. Instant Rewards is only applicable to designated products and services as may be specified at the physical stores/online stores of participating merchants.

Terms and Conditions of Mileage Awards and Merchant Partner Loyalty Points Redemption Awards:

- 41. An Eligible Credit Card cardholder who wishes to participate in the Mileage Awards and/or Merchant Partner Loyalty Points Redemption Awards must be a member of one of the participating airline's air mileage scheme(s) and/or merchant partner loyalty scheme(s), and link their membership to Mileage Awards and/or Merchant Partner Loyalty Points Redemption Awards, in order to transfer Gift Points to air mileage/merchant partner loyalty points. For details, please refer to the BOCHK website (www.bochk.com) (Home > Credit Card > Gift Point Rewards > Mileage Awards/Merchant Partner Loyalty Points Redemption Awards).
- 42. Customer cannot redeem air mileage/merchant partner loyalty points using a membership number(s) not belonging to them or not under their own registered personal name.
- 43. Customer who participates in Mileage Awards and/or Merchant Partner Loyalty Points Redemption Awards, and holds an Eligible Credit Card that is valid and in good standing, will be entitled to transfer the Gift Points to the respective air mileage scheme(s) and/or merchant partner loyalty scheme(s). Mileage Awards may not be applicable to customers who do not hold an Eligible Credit Card.
- 44. The conversion rate and conversion requirement of Gift Points to air mileage and/or merchant partner loyalty points may differ for each participating airline and/or merchant partner, and may be varied from time to time. For latest conversion rate, please refer to the BOCHK website (www.bochk.com) (Home > Credit Card > Gift Point Rewards > Mileage Awards/Merchant Partner Loyalty Points Redemption Awards).
- 45. For customer who participates in Mileage Awards, <u>handling fees may be incurred for conversion of related Miles/Miles Points/Kilometers</u>. For details regarding handling fee, please refer to the BOCHK website (www.bochk.com) (Home > Credit Card > Gift Point Rewards > Mileage Awards).

46. All Gift Points redeemed and deducted from the customer's Gift Points of Eligible Credit Cards

cannot be reinstated.

47. BOCHK and/or BOCCC accept no liability for the Gift Points transferred to any of the participating

airline(s) and/or merchant partner(s) under Mileage Awards and/or Merchant Partner Loyalty Points

Redemption Awards, or for the actions taken/contemplated by the participating airline(s) and/or

merchant partner(s) in connection with its mileage scheme and/or merchant partner loyalty scheme

or otherwise.

48. Customer is subject to and must comply with the terms and conditions of respective participating

airline(s)' air mileage scheme(s) enrolled under Mileage Awards and/or merchant partner(s)' loyalty

scheme(s) enrolled under Merchant Partner Loyalty Redemption Awards. Customer who has

successfully applied for the relevant mileage program and/or merchant partner loyalty program will

be notified of the terms and conditions by the participating airline(s) and/or merchant partner(s).

49. The participating airlines and/or merchant partners may change its mileage program and/or merchant

partner loyalty program rules, including but not limited to regulations, policies, benefits, participation

conditions, mileage/loyalty point expiry or mileage/loyalty point levels, in whole or in part, at any

time, with or without prior notice, even though such changes may materially affect the value of the

mileage/loyalty point already accumulated. BOCHK and BOCCC accept no liability for any impact

to the customer due to such changes.

BoC Pay SVF License Number: SVFB072

Reminder: To borrow or not to borrow? Borrow only if you can repay!

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