## Terms and Conditions of "3x Rewards Gift Points on CMHK Spending" (The "Promotion")

- 1. The promotion period is valid until 31 December 2023 (the "Promotion Period") and assessed by reference to the transaction date.
- To be eligible for the Promotion, cardholders should make the transaction with the BOC CMHK Dual Currency Diamond Card ("Eligible Card") issued by BOC Credit Card (International) Ltd. (the "Company") in Hong Kong within the Promotional Period.
- 3. <u>During the Promotion Period, the transactions via direct payment made with the Eligible Card at</u> <u>all shops of CMHK (the "Merchant") or the Merchant Online Shop ("Eligible Transactions") can</u> <u>enjoy The Promotion.</u>
- 4. The 3x Rewards Gift Points include the basic 1x Rewards Gift Point (HK\$1= 1 Rewards Gift Point) and the extra 2x Rewards Gift Points awarded under this program. There is a maximum cap on the Rewards Gift Points being earned per cardholder per month during the Promotion Period. Cardholder is entitled to a maximum of extra 25,000 Rewards Gift Points per month during the Promotion Period. Spending of Main cardholder and additional cardholder can be combined.
- 5. The extra 2x Rewards Gift Points will be credited to the Eligible Card account of the main cardholder in the billing cycle that follows the posting of the originating transactions.
- 6. The reward of Gift Points will be counted on a calendar month basis that is starting from the first day of the month until the last day of the month. The Eligible Transactions must be made within the promotion period and posted to Eligible Card account within 7 days from the transaction date.
- 7. Any fraudulent, unauthorized, cancelled, refunded transactions as well as unposted transactions will not be deemed as Eligible Transaction and will not be qualified for the Rewards Gift Points.
- 8. Should there be any illegal or fraudulent act perpetrated by a cardholder, the Company shall cancel the eligibility of the respective cardholder for the Reward and reverse any awarded Reward from the card account and/or debit the account with a sum equivalent to the monetary value of the Reward awarded (in the ratio of every 25,000 Gift Points being equivalent to HK\$100) without prior notice. The Company also reserves the right to cancel the respective credit card account and/or take such further legal actions as deemed necessary.
- 9. Only cardholders whose Eligible Card accounts are valid and in good standing throughout the Promotion Period and at the time when the Rewards Gift Points being awarded will be eligible for the Reward. In the event of termination of a credit card account, violation of the Card User Agreement or the card account being in default, the Reward entitlement will be forfeited automatically forthwith and will not be re-awarded afterwards regardless of the card status.
- 10. The Rewards Gift Points awarded cannot be refunded, transferred, resold, or redeemed for cash or other gift items.
- 11. If the Eligible Transaction is cancelled subsequent to the award of the Reward, cardholders have to return to the Company the Rewards Gift Points being awarded. The Company reserves the right to debit the credit card account with the Rewards Gift Points awarded or, with a monetary amount equivalent to the value of the Gift Points awarded without prior notice.
- 12. Cardholders must retain all original transaction sales slips for reference. In case of any dispute, the Company reserves the right to request a cardholder to provide the original transaction sales

slip(s) and/or such further documentation or evidence for verification. All sales slips and/or such further documentation submitted to the Company will not be returned.

- 13. The Company will determine the eligibility of submitted transaction details by verifying the cardholder transaction records kept by the Company. The Company records shall be final and conclusive.
- 14. No person other than the cardholder and the Company will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefits of any of the provisions of these terms and conditions.
- 15. The Company accepts no liability for any matters arising from the products and services (including but not limited to product quality and quantity) provided by the Merchant. The Merchant is solely responsible for all obligations and liabilities relating to its respective products and services.
- 16. The Company reserves its right to change, suspend or terminate the Promotion or amend the terms and conditions at its sole discretion. All matters and disputes will be subject to the final decision of the Company.
- 17. Should there be any discrepancy or inconsistency between the English and the Chinese versions of these terms and conditions, the Chinese version shall prevail.

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