

TERMS AND CONDITIONS OF BOC ESSO WORLD MASTERCARD

GENERAL TERMS AND CONDITIONS

1. The Offer is only applicable to BOC Esso World Mastercard (the "Eligible Credit Card") issued by BOC Credit Card (International) Limited (the "Company") in Hong Kong.
2. The promotion period is valid from 1 January to 31 December 2023 (both dates inclusive) ("Promotion Period").
3. Auto linkage of BOC Esso World Mastercard with an Esso Smiles membership is applicable to main cardholder (not applicable to additional cardholder) of BOC Esso World Mastercard applied after 26 July 2020.
4. To link BOC Esso World Mastercard with an Esso Smiles membership, the cardholder should read and accept Esso Smiles Driver Rewards™ Programme terms and conditions and contact the Company Customer Service Hotline on (852)2928 2388 for the arrangement.
5. If the BOC Esso World Mastercard has been cancelled, cardholder has to notify Esso to terminate the Esso Smiles membership and the linkage separately.
6. If cardholder delinks BOC Esso World Mastercard and Esso Smiles membership, spending on BOC Esso World Mastercard at Esso or Feoso stations cannot earn Esso Smiles points automatically.
7. "Esso Smiles Instant Petrol Discount" offer announced by Esso website shall prevail.
8. Any fraudulent, unauthorized, cancelled, refunded transactions as well as unposted transactions will result in the forfeiture of eligibility for the Promotion and the Company reserves the right to debit the equivalent amount of discount(s) from the cardholder's Eligible Credit Card account without prior notice. The Company also reserves its right to cancel the respective credit card account and/or take such legal action as may be necessary.
9. No person other than the cardholder and the Company 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.
10. Cardholder must retain all original transaction sales slips for reference. In case of any dispute, the Company reserves the right to request the cardholder to provide the original transaction sales slip(s) and/or such further documentation or evidence for verification at any time during or after the Promotion. All sales slips and/or such further documentation submitted to the Company will not be returned.
11. The Company reserves the right to change, suspend or terminate the promotion or amend their terms and conditions at its sole discretion without prior notice. In case of any dispute(s), the decision of the Company shall be final.
12. The Company does not warrant the quality of the products and services (including but not limited to the product quality and its quantity) provided by the participating merchant(s). The participating merchant(s) shall be solely responsible for all the effects and consequences of the products and services.
13. In case of any discrepancy or inconsistency between the Chinese and the English versions of these terms and conditions, the Chinese version shall prevail and apply.

Offer 1: Extra Petrol Discount Offer with BOC Esso World Mastercard

1. Cardholder must purchase Synergy™ Supreme+ premium petrol or Synergy Extra petrol at any Esso or Feoso service station in Hong Kong with physical BOC Esso World Mastercard in order to enjoy extra HK\$0.4/L instant petrol discount during Promotion Period.
2. Offer 1 is not applicable to any other types of fuel purchase.
3. Cardholder can enjoy this offer in conjunction with the Esso Smiles. Instant Petrol Discount and other special promotions including Extra Esso Smiles instant petrol discount or instant extra Esso Smiles points promotion.
4. This offer cannot be redeemed for cash.
5. This offer is not applicable to Esso Fleet Card, Discount Card or Affinity Card customers.

Offer 2: 5X Gift Points for Dining and Department Store Offer

1. Within the Promotion Period, eligible local transactions on dining and department store* can enjoy below offer:

- 1.1 **"2X Gift Points for dining and department store transactions": Cardholders make eligible transactions on local dining and department store* at any amount entitle 2X gift points.**
- 1.2 **"5X Gift Points for dining and department store transactions": Cardholders make monthly accumulated transaction amount on local and /or oversea retail purchase and/or cash advance of HK\$15,000 or above within the calendar month ("Monthly Accumulated Transaction Amount"), eligible transactions on local dining and department store entitle extra 3X gift points, total 5X gift points. Net of amount redeemed under 'Instant Reward', online bill payment, online bill payment installment, payment by credit card via internet banking or online payment system to designated merchants, tax payment, Octopus Add-Value, for purchase and/or reload of store-value cards or e-wallets, annual fee, financial fee, handling fee, balance transfer, cash before card service amount, installment fee, internet payment amount, mail order, telephone or fax order, casino transaction, investment, person to person (P2P) fund transfer via mobile device/app/electronic platform, any other transactions without sales slip and any other category as may be defined by the Company at its sole discretion from time to time are all excluded in Monthly Accumulated Transaction Amount.**

***Eligible transactions on local dining and department store include local transactions on dining (not applicable to banquet services, private parties/functions, private room events, dining outlets in social/sports association or clubhouses) and department store ('Eligible Transactions'). Eligible Transactions include transactions made at merchants with merchant codes defined as restaurant, dining and department store merchants/organizations (as defined by the Company/MasterCard Worldwide from time to time). Net of amount redeemed under 'Instant Reward', online bill payment or online transactions, online bill payment installment, payment by credit card via internet banking or online payment system to designated merchants, tax payment, Octopus Add-Value, for purchase and/or reload of store-value cards or e-wallets, annual fee, financial fee, handling fee, balance transfer, cash before card service amount, installment fee, internet payment amount, mail order, telephone or fax order, casino transaction, investment, person to person (P2P) fund transfer via mobile device/app/electronic platform, any other transactions without sales slip and any other category as may be defined by the Company at its sole discretion from time to time are all excluded.**

2. The Company may from time to time at its sole discretion define the meaning of "Eligible Transaction", with reference to Mastercard Asia/ Pacific (Hong Kong) Limited for properly defining the above-mentioned designated category.
3. The Company reserves the right to amend/change the listed spending categories from time to time without prior notice. The Company will not be liable for any financial loss or otherwise to the cardholders due to such change(s) to the list of spending categories. Transactions performed at/with any merchant outside the spending categories will not be counted as Eligible Transactions.
4. The Offer have included the basic 1X gift point (HK\$1=1 Gift Point). Eligible Transactions of an additional card will be combined with those from the main card to calculate towards the total Gift Points.
5. Gift Points Reward accrual is to be counted on a calendar month basis, starting from the first day of the month until the last day of the month. Only transaction successfully posted to the account within seven days from the transaction date will be counted. Gift Points awarded will be rounded to the nearest dollar where appropriate and credited to the main card HKD account of Eligible Card in the month following the transaction month.
6. Only cardholders whose credit card accounts are valid and in good standing throughout the Promotion Period and at the time when the gift points are being awarded will be eligible for the Offer. In the event of termination of a credit card account, violation of the Card User Agreement or the card account being in default, the Offer entitlement will be forfeited automatically forthwith.
7. The Company will verify the transaction record to confirm the gift points entitlement of each cardholder. In the event of discrepancy between the Company's record and details recorded on the credit card sales slip, the Company record shall prevail.
8. **The Gift Points cannot be converted into cash or exchanged for other gifts and is also not refundable and transferrable.**
9. If a cardholder commits any dishonest or fraudulent act, the Company shall cancel the eligibility of the respective cardholder for the offer and reverse any so awarded Gift Points from the related card account

without prior notice. The Company also reserves its right to cancel the respective credit card account and/or take such legal action as may be necessary.

10. If the Eligible Transaction is cancelled subsequent to the Offer of the gift points, cardholders will have to return to the Company the gift points being awarded. The Company reserves the right to debit the HKD card account with the gift points awarded without prior notice.

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