# Terms and Conditions of BOCHK Whampoa Garden Branch Promotion (the "Promotion")

# **General Terms and Conditions**

- 1. The promotion period runs from 13 May to 9 August 2024 (both dates inclusive) (the "Promotion Period").
- 2. The Promotion is held by BOC Credit Card (International) Limited (the "Company").
- 3. The Promotion is only applicable to the Whampoa Garden Branch of Bank of China (Hong Kong) Limited ("BOCHK") (the "Eligible Branch").
- 4. Private Wealth / Wealth Management / Enrich Banking / i-Free Banking "Total Relationship Balance" requirements:

a. In order to enjoy the exclusive services, benefits and privileges of the Integrated Banking Services, a customer should maintain the "Total Relationship Balance" of the following designated amount or above. If a customer is not able to meet the "Total Relationship Balance" requirement, the Bank may allocate the customer to the appropriate Integrated Banking Services status or withdraw the same and the relevant exclusive services, benefits and privileges enjoyed by the customer at its sole discretion.

Integrated Banking Services	"Total Relationship Balance" Requirements
Private Wealth	HK\$8,000,000 or above
Wealth Management	HK\$1,000,000 or above
Enrich Banking	HK\$200,000 or above
i-Free Banking	HK\$10,000 or above

b. *i-Free Banking* customers aged under 18 are eligible for the waiver of "Total Relationship Balance" requirement. When customers reach the age of 18, it is necessary to maintain the "Total Relationship Balance" up to the above designated amount to continue to enjoy the exclusive services, benefits and privileges of the relevant Integrated Banking Services.

# c. Allocation of Integrated Banking Services status:

- i. <u>BOCHK can allocate, vary or withdraw the Integrated Banking Services status</u> of a customer as the Bank sees fit from time to time.
- ii. <u>BOCHK can review and change the setting and arrangement of the Integrated</u> <u>Banking Services status (including but not limited to newly add or cancel an</u> <u>Integrated Banking Services status) from time to time and allocate, vary or</u> <u>withdraw the related customers' Integrated Banking Services status according</u> <u>to the new setting and arrangement.</u>

- iii. <u>BOCHK can review the Integrated Banking Services status allocated to a</u> <u>customer from time to time. If the "Total Relationship Balance" of the</u> <u>customer is lower than the designated amount as required, BOCHK can</u> <u>allocate, vary or withdraw the related customer's Integrated Banking Services</u> <u>status.</u>
- iv. After changing or withdrawal of the Integrated Banking Services status, the customer can no longer enjoy the exclusive services, benefits and privileges of the Integrated Banking Services status to which the customer was formerly allocated. Nonetheless, the terms applicable to such services, benefits and privileges are still binding on the customer until the customer has paid and fulfilled all obligations and liabilities of BOCHK in relation thereto.

For details of the "Total Relationship Balance" requirements, please contact BOCHK staffs or visit BOCHK website.

- 5. Deposits may not be uplifted before maturity. For a call deposit, maturity refers to the expiry of your notice of the agreed period to BOCHK. BOCHK may permit an early uplift subject to payment of BOCHK losses, expenses and charges (in the amounts determined by BOCHK). No interest will be payable on the deposit if an early uplift is permitted. Interest on a deposit is only payable at maturity. A deposit, which would otherwise mature on a non-business day (like Saturday, Sunday or public holiday), matures on next business day.
- 6. If BOCHK exercises discretion to allow uplift of time deposit before maturity, no interest will be payable and the customer must pay charges calculated based on the following formulae (whichever is higher) subject to a minimum of HKD200: Time Deposit Principal x (Prime Rate\* Time Deposit Interest Rate) x No. of Days due to Maturity/Total No. of Days in a Year Time Deposit Principal x (Inter-Bank Offer Rate\* Time Deposit Interest Rate) x No. of Days due to Maturity/Total No. of Days in a Year
  No. of Days due to Maturity/Total No. of Days in a Year
  \*Subject to the rate as quoted by BOCHK from time to time.
- 7. BOCHK and/or the "Company reserves the right to change, suspend or terminate the offers below, or to amend the relevant terms and conditions at its sole discretion, and reserves the right of final decision on all matters and disputes.
- 8. Should there be any discrepancy or inconsistency between the English and the Chinese versions of these terms and conditions, the Chinese version shall prevail.

# Terms and Conditions of BOC Cheers Card Rewards

- 1. Customer is required to apply BOC Cheers Card (including BOC Cheers Visa Infinite Card and BOC Cheers Visa Signature Card, collectively "Eligible Credit Card") at the Eligible Branch within the Promotion Period with the Eligible Credit Card approved and at least 1 transaction made within 1 month after card issuance (with any amount) in order to receive 25,000 Gift Points ("BOC Cheers Card Rewards").
- 2. Customer is required to fill in the Eligible Branch code during the application in order to receive BOC Cheers Card Rewards.
- 3. The Gift Points of BOC Cheers Card Rewards awarded will be credited to the main

Cardholders' account by 30 November 2024. The status of the credit card account being rewarded must be normal, valid and in good credit condition.

- 4. If multiple redemption of BOC Cheers Card Rewards has occurred or any of the transactions to fulfill the spending requirement has been refunded/cancelled for whatever reason or the main credit card account is cancelled within 12 months from card issuance, the Company reserves the right to debit the credit card account with the Gift Points awarded or, in the event of insufficient Gift Points for the purpose as aforesaid, with a monetary amount equivalent to the value of the Gift Points awarded (in the ratio of every 25,000 Gift Points being equivalent to HK\$100) without prior notice, that is HK\$100.
- 5. <u>The Company reserves the right to offer an alternative gift of an equivalent or approximate value.</u>
- 6. <u>The Gift Points cannot be converted into cash or exchanged for other gifts and is</u> <u>also not refundable and transferrable.</u>
- 7. The terms and conditions specified in the BOC Credit Card "Gift Point Gift Rewards Programme" also apply, please visit BOCHK website for details.
- 8. These terms and conditions shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.
- 9. 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 benefit of any of the provisions of these terms and conditions.

# Terms and Conditions of BOC Cheers Card Instant Application Offer

- 1. Customer can receive an exclusive gift of luggage strap for instant Eligible Credit Card application at the Eligible Branch during the Promotion Period.
- 2. The number of gifts is limited and available on a first-come-first-serve basis while stock lasts.

# Terms and Conditions of Newly Take Up or Upgrade to *Private Wealth / Wealth Management* Rewards

- 1. To become an Eligible Customer ("Eligible Customer") and entitle to selected prize once (collectively defined as "the Gift"), customers are required to
  - newly take up or upgrade to *Private Wealth / Wealth Management* at the Eligible Branch during the Promotion Period; and have not taken up or cancelled Integrated Banking Services in BOCHK in the past 6 months prior to 1 May 2024. AND
  - 2) newly take up Kiddie Sky Savings Account (below the age of 11) or i-Free Banking service (starting from the age of 11 to 17) for their children at the Eligible Branch of BOCHK during the Promotion Period; and have not taken up or cancelled Integrated Banking Services in BOCHK in the past 6 months prior to 1 May 2024. During account opening of "i-Free Banking service", "My Invitation Code" of *Wealth Management* customer must be input in "Referrer Invitation Code" field by BOCHK branch staff to verify their relationship.

- 2. The Gift(s) is/are limited and available on a first-come-first-serve basis while stock lasts.
- 3. The gifts cannot be transferred, returned, exchanged for other gifts or redeemed for cash. The usage of the gifts is subject to the terms as specified by the supplier.
- 4. BOCHK is not the supplier of the Gift(s). The name of the gift supplier has been printed on the gift packaging. Any enquiry or complaint in respect of the Gift(s) should be directed to the relevant supplier. BOCHK gives no guarantee to the Gift(s) or the services of the supplier, or does not accept any liability arising.

## Terms and Conditions of Whampoa Garden Branch Lucky Draw (the "Promotion")

1. No registration is needed for the Promotion. Customer who complete the designated missions in the following table at the Eligible Branch during the Promotion Period is entitled to the respective Lucky Draw chances. Please refer to the following table for the details of the designated missions.

	Lucky Draw Chance		
Designated Mission	New BOC Credit Card Customer	Existing BOC Credit Card Customer (Not holding Eligible Credit Card)	Existing BOC Credit Card Customer (Holding Eligible Credit Card)
Apply BOC Cheers Card (including BOC Cheers Visa Infinite Card and BOC Cheers Visa Signature Card) (the "Eligible Credit Card") via the Eligible Branch (Eligible Branch code is required to fill in during the application)	2	1	Not applicable
Newly take up/ upgrade to <i>Private Wealth</i> via the Eligible Branch	2	2	2
Newly take up/ upgrade to <i>Wealth Management</i> via the Eligible Branch	1	1	1
Take up Payroll Account via the Eligible Branch	1	1	1
Place a 3-month or above of HKD or Foreign Currencies time	1	1	1

deposit (equivalent to HK\$100,000 or above)
via the Eligible Branch
(Each customer can
only receive a
maximum of 1 Lucky
Draw Chance during the
Promotion Period)

Customer who complete the designated mission in the following table during the Promotion Period is also entitled to the respective Lucky Draw chances

Designated Mission	Lucky Draw Chance
Accumulate any	
spending of every	
HK\$5,000 with the	
Eligible Credit Card	
(Each customer can	
only receive a	1
maximum of 10 Lucky	
Draw Chances during	
the Promotion Period,	
that is a maximum of	
HK\$ 50,000 spending)	

Please refer to the following table for the definition of customer category.

Customer Category	Definition
New BOC Credit Card Customer	Customer who has not cancelled or was not once cardholder of any BOC Credit Card in the 12 months prior to the date of application
Existing BOC Credit Card Customer (Not holding Eligible Credit Card)	Holding any BOC Credit Card before 13 May 2024 (Not including Eligible Credit Card)
Existing BOC Credit Card Customer (Holding Eligible Credit Card)	Holding Eligible Credit Card before 13 May 2024

## 2. The prizes of Lucky Draw include:

	Lucky Draw Prize	Winner
1 <sup>st</sup> Prize	500,000 Miles	1
	(worth about HK\$100,000)	L

2 <sup>nd</sup> Prize	50,000 Miles (worth about HK\$10,000)	2
3 <sup>rd</sup> Prize	AMI 8-course Tasting Dinner for two (worth about HK\$3,800)	1
4 <sup>th</sup> Prize	SOMMdegustation 6-course Menu Dinner for two (worth about HK\$3,100)	1
5 <sup>th</sup> Prize	5,000 Miles (worth about HK\$1,000)	5

3. To become an Eligible Customer ("Eligible Customer") and entitle to Lucky Draw Chance(s), customers are required to newly take up or upgrade to *Private Wealth / Wealth Management* at the Eligible Branch during the Promotion Period; and have not taken up or cancelled Integrated Banking Services in BOCHK in the past 6 months prior to 1 May 2024. At the time of conducting Lucky Draw, <u>Eligible Private Wealth Customers are required to maintain Private Wealth with Total Relationship Balance of HK\$8,000,000 or above; Eligible Wealth Management Customers are required to maintain Wealth Management with Total Relationship Balance of HK\$1,000,000 or above.</u>

### Definition of "Total Relationship Balance":

- a. Includes the monthly value of the following items under the customer's name:
  - (i) The average amount of the total day-end balance of the deposit balance in the savings and current accounts, the principal amount of time deposits, contributed amounts of the Club Deposits, value of the investment assets<sup>1</sup> (including Securities<sup>2</sup>, Securities Margin, Bonds, Certificate of Deposit, Funds, Structured Notes, Equity Linked Investments, Currency Linked Investment, Structured Investment, Investment Deposit, Precious Metal / FX Margin, Precious Metals), utilised overdraft balance under the current accounts, life insurance plan<sup>3</sup>, outstanding balance of other loans<sup>4</sup> and the vested balance of the Mandatory Provident Funds ("MPFs")<sup>5</sup>; and
  - (ii) Mortgage payments<sup>6</sup>, outstanding balance and un-post installment balance under the BOC Credit Card<sup>7</sup> and the "Total Relationship Balance" of the Master Customer of "Business Integrated Account"<sup>8</sup>.
- b. The "Total Relationship Balance" under the customer's name includes the "Total Relationship Balance" of all his/her sole-name and joint-name accounts. Actual monthly calculation period starts from the last business day of the previous month to the day before last business day of the prevailing month.
- c. All foreign currency balances are calculated based on exchange rates quoted by the Bank from time to time.
- d. The relevant calculation results shall be subject to the Bank's records.
- <sup>1</sup> The Bank calculates the daily market value according to the features of investment products. Unsettled bought quantities of the stock are excluded while securities collateral is included.

- <sup>2</sup> Local listed securities (including securities settled in Hong Kong Dollar and non-Hong Kong Dollar), A shares, US securities, specified Singapore listed securities (The value of the specified Singapore listed securities would be calculated on the basis of the closing price at the end of the previous month).
- <sup>3</sup> Only apply to in force life insurance plans distributed by the Bank as an insurance agent with details as follows:
  - (i) Investment-linked life insurance plans and "HKMC Annuity Plan" underwritten by HKMC Annuity Limited are calculated based on the Policy Value of the policies; Other life insurance policies are calculated based on the Policy Value or Accumulated Net Premium Paid for the policies, whichever is higher;
- (ii) The Bank reserves the right to update the scope of in force life insurance plans from time to time, without prior notice to customers.
- <sup>4</sup> Other loans refer to the loan products provided by BOC Credit Card (International) Limited ("Card Company") or the Bank excluding the overdraft under the current accounts, mortgage loans and the payments and un-post installment balance under the BOC Credit Cards.
- <sup>5</sup> Only apply to the MPFs with BOCI-Prudential Trustee Limited as the Trustee.
- <sup>6</sup> (i) Excludes any prepayment amount; (ii) For the "All-You-Want" Mortgage Scheme, the next monthly minimum payment will be counted; (iii) For the Reverse Mortgage Scheme, the monthly payout amount is counted, except the first monthly payout amount.
- <sup>7</sup> BOC Credit Cards refer to the credit cards issued by Card Company.
- <sup>8</sup>Only apply to the sole proprietorships owned by the personal customers (for solename account only) who maintain *Private Wealth / Wealth Management* service with the Bank. Such sole proprietorship holds the "Business Integrated Account" with the Bank and the customer has registered with the Bank to add the "Total Relationship Balance" of the Master Customers to his/her individual "Total Relationship Balance". For the details of "Total Relationship Balance" of "Business Integrated Account", please refer to the relevant product leaflets and terms for the services.

### Private Wealth / Wealth Management "Total Relationship Balance" requirements:

a. In order to enjoy the exclusive services, benefits and privileges of the Integrated Banking Services, a customer should maintain the "Total Relationship Balance" of the following designated amount or above. If a customer is not able to meet the "Total Relationship Balance" requirement, the Bank may allocate the customer to the appropriate Integrated Banking Services status or withdraw the same and the relevant exclusive services, benefits and privileges enjoyed by the customer at its sole discretion.

Integrated Banking Services	"Total Relationship Balance" Requirements
Private Wealth	HK\$8,000,000 or above

,000 or above
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For details of the "Total Relationship Balance" requirements, please contact BOCHK staffs or visit BOCHK website.

- 4. To become an Eligible Customer ("Eligible Customer") and entitle to Lucky Draw Chance(s), customers are required to register for Payroll Account at the Eligible Branch during the Promotion Period, and start receiving salary via Payroll Account by "electronic payroll arrangement" or newly set up "Standing Instruction" on or before 31 August 2024.
- 5. Each customer can win one prize only during the Promotion Period.
- 6. Lucky Draw shall be completed by computer programme (non-manual) on 16 September 2024.
- 7. Lucky Draw result will be announced and published in Wen Wei Po and South China Morning Post on 25 September 2024. The Company will, based on the system record of the Company (include SMS and email), notify the winner for prize arrangement. If the winner does not contact the Company on or after 14 October 2024, or the winner cannot receive the notification message because of the contact information in our record is, including without limitation, incomplete, outdated and incorrect, prize will be awarded to the winner on waiting list.
- 8. <u>The winner must hold a valid Eligible Credit Card in order to receive the prize. If</u> <u>the prize is Miles, the winner is required to enroll as a member of the designated</u> <u>air mileage scheme in order to receive the relevant Miles.</u>
- 9. The prizes awarded cannot be transferred, exchanged nor redeemed for cash or credit limit.
- 10. If anyone engages in swindle or fraudulence (decision made by the Company), the Company reserves its right to disqualify the Cardholder from participating or awarding. The Company reserves it right to pursue legal action.
- 11. All customers participating in the Promotion shall be deemed to have read and agreed to be bound by all relevant Terms and Conditions of the Promotion and agreed the Company have the right of the Terms and Conditions.
- 12. All customers participating in the Promotion acknowledge and agree that BOCHK and/or the Company may use the customer data, and authorize BOCHK to disclose the Company the customer data for the Lucky Draw purpose. The customer data collected is only for the Lucky Draw purpose and shall be deleted after the Lucky Draw completed.
- 13. BOCHK and/or the Company is not Supplier of the Lucky Draw prizes and does not bear any liability in relation to the quality of Lucky Draw prizes. Any enquiries, claims or complaints should be made to Supplier directly.
- 14. No person other than the Cardholder and BOCHK and/or 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.

### **Risk Disclosure of Foreign Currency Trading:**

Foreign currencies are subject to exchange rate fluctuations which may provide both opportunities and risks. The fluctuation in the exchange rate of foreign currencies may result in losses in the event that the customer converts the foreign currencies fund into Hong Kong dollar or other foreign currencies.

Reminder: To borrow or not to borrow? Borrow only if you can repay! Trade Promotion Competition Licence No.: 58589-95