Terms and Conditions of "BOC Credit Card x Lee Gardens Spending Program"

- 1. "BOC Credit Card x Lee Gardens Spending Program" (the "Program") runs from 7 January to 2 February 2025, both dates inclusive (the "Promotion Period"). The Reward(s) will be terminated immediately after all quota of the program is depleted without prior notice.
- 2. Unless otherwise specified, the Program is only applicable to Physical cards of BOC Credit Cards, BOC Dual Currency Credit Cards and BOC Co-branded Cards issued in Hong Kong bearing the logo, or transactions made by Apple Pay, Google Pay, Samsung Pay or Huawei Pay with these physical cards (if applicable) ("Eligible Mobile Payments") but excluding BOC Credit Cards issued in the mainland and Macau, USD Credit Cards, Private Label Cards and Intown Cards (the "Eligible Credit Cards");
- 3. The Program is only applicable to the participating malls of the Lee Gardens Area: including Lee Garden One Six, Hysan Place, Lee Theatre Plaza, Leighton Centre, One Hysan Avenue I.T HYSAN ONE or other designated merchants at 25 Lan Fong Road or 12 Pak Sha Road (the "Participating Malls")
- 4. Unless otherwise specified, this Program is only applicable to the promotion operated by Hysan Marketing Services Limited (the "Partner") and BOC Credit Card (International) Limited (the "Company") and to payments settled at merchants in Participating Malls ("Eligible Merchants") during the Promotion Period. Eligible Merchants include the merchants of The Spa by Valmont, mtm labo and Amorepacific located in Lee Garden Five. Eligible Merchants do not include the "non-designated retail merchants" listed on www.leegardens.com.hk, including but not limited to Apple, Challenger, Jumpin Gym U.S.A., pop-up stores or pop-up bazaars at G/F (Kai Chiu Road) Hysan Place, the 1/F Atrium at Hysan Place, the G/F Piazza at Lee Theatre Plaza.
- 5. Customers must download the Lee Gardens App and register as a Lee Gardens Club member (includes hy! member and Club Avenue member) with correct mobile phone number to participate in the Program ("Eligible Customers").
- 6. Unless otherwise specified, this Program cannot be combined with any other promotional offers.
- 7. Any fraudulent, unauthorised, cancelled or refunded transactions will not be deemed as eligible transactions, and will not qualify for the Program. Only posted transactions with payment slip(s)/record(s) are eligible for the Program.
- 8. Bank of China (Hong Kong) Limited ("BOCHK") and/or the Company are not the providers of the goods or the services of the merchant. Any enquiries or disputes relating to the goods and the services should be directed to the merchant. BOCHK and/or the Company give no representation or guarantee as to the goods and services provided by the merchant (including but not limited to the quality and quantity of goods), and do not accept any liability arising in conjunction with the goods and services provided by the merchant. The merchant is solely responsible for all obligations and liabilities relating to the goods and services. BOCHK and/or the Company shall not be responsible for any additional promotional offers / discounts and the products and service quality provided by the Participating Malls. Please check with the Partner/ the staff of the Participating Malls for the details, terms and conditions of the offers.
- 9. The Program is subject to its respective terms and conditions. BOCHK and/or the Company and/or Partner reserve the right to amend, suspend or cancel the Program or its terms and conditions, and the right of final decision on all matters and disputes.
- 10. This program reward is composed of both Basic Reward ("Reward 1") and BOC Credit Card Extra Reward ("Reward 2") (the "Rewards"). Eligible Customers are entitled to redeem both Reward 1 and Reward 2 based on its spending tier upon designated sameday cumulative spending amount with the same Eligible Credit Card or Eligible Mobile Payment in the Participating Malls. Eligible Customers can redeem Reward 1 while redeeming Reward 2. Details are shown below:

Same-day Cumulative Spending Amount (Max. of 2 Receipts)	Lee Gardens Basic Reward (Reward 1)# (Lee Gardens Area e-coupons and / or designated merchants e-coupons)	BOC Credit Card Extra Reward (Reward 2)* (Lee Gardens Area e-cash coupons)
HK\$3,800-HK\$17,999.9	HK\$150	HK\$100
HK\$18,000- HK\$37,999.9	HK\$600	HK\$500
HK\$38,000- HK\$87,999.9	HK\$1,200	HK\$1,100
HK\$88,000- HK\$237,999.9	HK\$2,800	HK\$1,100
HK\$238,000 or above	HK\$7,800	HK\$1,100

[#] Reward 1 is managed and offered by the Partner and subject to the Partner's applicable terms and conditions, please refer to related promotion materials for details.

- * Lee Gardens Area e-cash coupons of BOC Credit Card Extra Reward is only applicable to designated retail merchants and restaurants. There will not be any prior notice if there are changes about the merchant/outlet list. For the details of the merchant/outlet list, please refer to the latest news on leegardens.com.hk. All Lee Gardens Area e-cash coupon is valid and must be used on or before 28 February 2025. Expired e-cash coupon will not be accepted and re-issued. Please read through the Lee Gardens Area e-cash coupons or ask relevant merchants for details. For details, please visit www.leegardens.com.hk/car-park-promotion.aspx?lang=en-US.
- 11. Eligible Customers using Eligible Credit Card or Eligible Mobile Payment can earn HK\$250 in rewards upon same-day cumulative spending of HK\$3,800 HK\$17,999.9; earn HK\$1,100 in rewards within spending of HK\$37,999.9; earn HK\$2,300 in rewards within spending of HK\$88,000 HK\$237,999.9; earn HK\$3,900 in rewards within spending of HK\$237,999.9; earn HK\$8,900 in rewards upon spending of HK\$238,000 or above. Eligible Customers will not solely redeem Reward 2. If the quota of a specific spending tier of the Reward 1 is full, the quota of Reward 2 in the same spending tier will be discontinued accordingly without prior notice.
- 12. Each Eligible Customer can only redeem Reward 1 and Reward 2 once for each spending tier each day in the Participating Malls, up to a total of HK\$16,450 Rewards. Eligible Receipts (Please refer to#14 for the definition) used in this Program cannot be used in conjunction with other promotions (except parking promotions and Kids Rewards Piggy e-Stamp Redemption). Please check with the staff of the Participating Malls for the details, terms and conditions of the offers.
- 13. Total redemption quota for Reward 1 is 6,550 and quota for Reward 2 is 1,191 across all Participating Malls in the entire Promotion Period. Quotas for Reward 1 and Reward 2 are available on a first-come-first-served basis, while stocks last. The Reward(s) will be terminated immediately after all quotas are depleted without prior notice. Reward 1 is organised and provided by the Partner, please refer to #15 about the redemption details.
- 14. Each Eligible Customer who redeem Reward 1 and Reward 2 at the same time must present their physical Eligible Credit Card and/or Eligible Mobile Payment (include its cardface and transaction record)(if applicable) bearing the same card number as imprinted on the payment slips, together with the original copies of the eligible merchant machine-printed invoices and the corresponding payment slips (the "Eligible Receipts") in person at the designated redemption locations on the transaction day within the designated redemption time. Redemption is valid after verification by staff of the Participating Malls. Expired receipts and receipts that are out of the Promotion Period are not accepted. Redemption details are as follows:

Lee Gardens Club	Redemption Location	Redemption Time
Membership Level	Redemption Location	
hy! Member	Concierge on 1/F Lee Garden One, 2/F Hysan Place and 1/F Lee	11:00am - 10:30pm
	Theatre Plaza	
Club Avenue Member	3/F Club Avenue Lounge, Lee Garden One and	12:00nn - 8:00pm
	2/F Club Avenue Service Counter, Lee Garden One	

Redemption Flow:

- Redeem Reward 1 (Basic Rewards Lee Gardens Area e-coupons) and Reward 2 (BOC Credit Card Extra Rewards Lee Gardens Area e-cash coupons) at the same time:
 - Eligible Customers must present their Eligible Receipts in person at the designated redemption locations on the transaction day within the designated redemption time. Redemption for Reward 1 Lee Gardens e-coupons and Reward 2 Lee Gardens e-cash coupons is valid after verification by staff of the Participating Malls.
 - Reward 1 Lee Gardens Area e-coupons and Reward 2 Lee Gardens Area e-cash coupons will be delivered electronically via "My Wallet" of Lee Gardens App within 7 days from the day of redemption.

A maximum of 2 sets of Eligible Receipts with <u>spending amount no less than HK\$100 for each set of Eligible Receipts</u> from different merchants in the Participating Malls on the same transaction day with <u>the same</u> Eligible Credit Card or BoC Pay can be accumulated for each redemption. The customer redeeming the Reward(s) must be Lee Gardens Club member and the person who made the transactions. Staff of the Participating Malls reserves the right to ask for identity proof for the sole purpose of verification. Participating Malls may not process the redemption if the customer refuses to provide the above relevant information.

15. Eligible Customer can only redeem Reward 1 and Reward 2 once for each spending tier on each day. The reward redeemed cannot be exchanged. Each Eligible Customer can redeem the Reward(s) once using the same-day spending at the same Eligible Merchant on

the same day. Reward(s) will be delivered electronically via "My Wallet" of Lee Gardens App within 7 days from the day of redemption.

Please refer to www.leegardens.com.hk/car-park-promotion.aspx?lang=en-US or check with the staff of the Participating Malls for details regarding to the redemption of Reward 1. Reward 1 is organised and provided by the Partner, the Company shall not be liable for any problem(s) regarding to the redemption of Reward 1, whether due to unsuccessful upload of Eligible Receipts or any other reasons.

Reward 1 is subject to relevant terms and conditions of the Partner. For details, please refer to the relevant promotion materials. The Company is not liable for arranging reward or responding to queries regarding the promotion content regarding to Reward 1.

- 16. Rewards can only be claimed on the transaction day. Late redemption will not be accepted. Customers can redeem the Reward(s) with Eligible Receipts on the next day if the merchant machine-printed invoices are issued after 7:45pm. The last redemption date is 2 February,2025. Receipts that are out of the Promotion Period are not accepted. Spending on different transaction days cannot be accumulated for redemption. Redemption time is subject to change without prior notice.
- 17. There will not be any prior notice if the quotas are full. The quotas are calculated based on the computer record of the Company and/or the Participating Malls. Customers are suggested to check the redemption status with the staff of the Participating Malls.
- 18. All original copies of the Eligible Receipts will be stamped by staff of the Participating Malls upon Reward registration and redemption for identification purpose. Partner and staff of the Participating Malls reserve the right to make any markings on the Eligible Receipts during Reward registration and redemption. Customers cannot request refunds from the merchants with the stamped original copies of the merchant machine-printed invoices.
- 19. Rewards cannot be cancelled, altered, transferred, refunded or exchanged for cash, gifts/promotion points or services/changes under any circumstances once issued. It will not be re-issued if the Reward(s) are lost or damaged. Merchants shall be fully responsible for all enquiries, claims and complaints whatsoever by customers regarding the validity or use of the e-coupons and e-cash coupons. Offers are subject to relevant terms and conditions of the merchant, please check with the merchants for details. The Company is not the providers of the goods of the merchant, and shall not be liable for any loss or damage (includes but not limited to direct or redirect) during the Reward(s) usage. The Company and/or the Participating Malls reserve the right to collect or cancel the Rewards used for resale.
- 20. Unless otherwise specified, Reward(s) will be delivered electronically via "My Wallet" of Lee Gardens App within 7 days from the day of redemption. Customer must download "Lee Gardens" App and register as Lee Gardens Club member with correct mobile phone number to open and use the e-coupons and e-cash coupons, the Partner and the Company shall not be responsible for non-delivery of e-coupons or e-cash coupons arising from wrong information of the customers. Relevant e-coupon or e-cash coupon will not be re-issued. Internet access and a smartphone (iOS or Android) with the Lee Gardens App installed are required to access the e-coupon or e-cash coupon. Relevant e-coupon or e-cash coupon are valid only with the validation of the Partner. E-cash coupon is valid til 28 February,2025. Any unused balance of e-cash coupon will be forfeited. Any outstanding balance after deducting the face value of this e-cash coupon must be settled with Eligible Credit Card. Usage of the e-cash coupon is subject to the terms and conditions, please refer to relevant terms and conditions of the e-cash coupon.
- 21. Staff of the Participating Malls and sales personnel of the merchants in the Participating Malls are not eligible to join this Program. Sales personnel of the merchants in the Participating Malls cannot redeem the Reward(s) on behalf of the customers under any circumstance.
- 22. Redemption is only eligible for customers with original copies of the payment slips and merchant machine-printed invoices issued by the Eligible Merchants within the opening hours. Customer's payment slips issued by the Eligible Merchants must clearly state the credit card number, merchant name, transaction date, spending amount, valid authorization code and customer's signature (if applicable); whereas the merchant name, transaction date, spending amount and purchased items must be clearly stated on the merchant machine-printed invoices. Credit card statements or photocopies of payment slips / merchant machine-printed invoices are not accepted. The customer will not be eligible for redemption if he / she cannot present the original copies of the payment slips and merchant machine-printed invoices and/or the relevant Physical Eligible Credit Cards and/or its Eligible Mobile Payment (include its cardface and transaction records) on the transaction day, or if the information provided by the customer is incomplete. Eligible Receipts that are damaged, outdated and not clearly showing the relevant information are not accepted.
- 23. Spending amount is counted by individual Eligible Credit Cards and only the actual spending amount will be counted (i.e. the net amount after deducting the discounted price / the use of promotion coupon / gift certificate / Gift Card / cash coupon). Spending of different principal credit card and supplementary credit card will be counted separately.

- 24. Eligible transactions refer to transactions between the Eligible Customer and the Eligible Merchants through payment with an Eligible Credit Card (including Eligible Mobile Payment). This Program does not accept the transaction from non-designated retail merchants, including but not limited to the receipts from Apple, Challenger, Jumpin Gym U.S.A., pop-up stores or pop-up bazaars at G/F (Kai Chiu Road) Hysan Place, the 1/F Atrium at Hysan Place, the G/F Piazza at Lee Theatre Plaza and the "non-designated retail merchants" listed on www.leegardens.com.hk. Applicable transactions do not include tips for merchants/restaurants, online purchase with in-store pick up transaction, utility bill payments, Octopus automatic add-value service amounts or transactions, office tenant transactions, unrecorded/unauthorized transactions, transactions without credit card sales slips/merchant sales receipts (such as online purchases, mail/fax/phone orders or charity donations), use/purchase of merchant vouchers or cash coupons, bank services, telecommunications services, car parks, stored-value cards or any value added to or transactions by stored-value cards. Handwritten receipts, standalone credit card sales slips, reprinted or photocopied receipts, damaged receipts, deposit receipts (whether partially or fully paid), receipts for purchasing or using cash or gift vouchers/coupons, and bill payment receipts will not be accepted. Receipts for any cancelled, refunded, or exchanged transactions or derived from exchanged, forged, fraudulent or other trades decided by the Participating Malls or any ineligible transaction designated by the Partner / the Company will not be accepted.
- 25. Any photocopied, amended, handwritten or reprinted invoices / payment slips and / receipts or credit card statement are not accepted. The Partner / Participating Malls reserve the right not to accept any receipts that are suspected to be invalid, forged, or issued for spurious transactions, or on other grounds, without any need for explanation. Cancelled, refunded, forged, or unsettled transactions and any other transactions as designated by the Company are not eligible for Reward redemption. Transaction date and time of the Company's record shall prevail
- 26. All transactions made via Alipay HK, WeChat Pay HK, Alipay CN, WeChat Pay CN, UnionPay App, BoC Pay or its updated version and other designated payment means / e-Wallets as decided by the Company, and split transactions will not be accepted. Transaction from the same merchant cannot be split into multiple merchant machine-printed invoices or payment slips with same or different credit card(s) to participate in this Program. Multiple redemptions by the same customer with different The Lee Gardens Club member accounts will not be accepted.
- 27. During the Promotion Period, for product deposit payments and deposit payments for dining bookings, eligible spending amount is counted by the total value of deposit amount with Eligible Credit Cards and/or Eligible Mobile Payments on the date of placing deposit; for product balance payments and balance payments for dining bookings, eligible spending amount is counted by the total value of balance amount on the date of settling balance. Only the first payment of instalment will be counted for joining this program, and the remaining balance is not accepted for joining any promotion program. Any photocopied, handwritten, reprinted invoices and split payment invoices /slips or receipts are not accepted.
- 28. Staff of the Participating Malls reserve the right to record Lee Gardens Club membership numbers, the first 6 digits and last 4 digits of the Eligible Credit Card (if applicable), and spending amount of each eligible receipt and make copies of the information stated on the Eligible Receipts or relevant electronic payment receipts during Reward redemption and registration for the purpose of verification. By providing the above information for Reward registration and redemption, the customer is deemed to have understood the purpose of such collection of personal data and have agreed on the collection of related data. The personal information collected is limited for the use of this Program only and will be destroyed 3 months after the Program has ended. All personal information collected is subject to relevant terms and conditions of the Partner / the Participating Malls. The Company does not accept any liability arising in conjunction with the personal information collected.
- 29. The Company will verify the transaction record of the relevant credit card to confirm the customer's eligibility for redemption and entitlement of the Rewards. In case of discrepancy between the Company's record and details recorded on the payment slip, the Company's record shall prevail.
- 30. For any cancelled / refunded transactions, the Partner and/or the Participating Malls have the right to and will be entitled to debit the equivalent amount of the Reward(s) so granted to the customer from the relevant Lee Gardens Club membership account directly without prior notice.
- 31. The customer must keep all original copies of the Eligible Receipts. In case of dispute, the Company and/or the Participating Malls may at any time ask a customer to submit these receipts, and/or further documents or evidence for verification and record.
- 32. Should there be any illegal or fraudulent act or violation of promotion rules committed by a customer, BOCHK / the Company / the Partner / Participating Malls have the right of forfeiture of a customer's eligibility to participate in this Program and reserve the right to take legal action in such instances.

- 33. The status of the Eligible Customer's credit card accounts must be valid, normal and in good credit at the time the Rewards are received in order to be eligible for this Program. In the event of violation of the Card User Agreement, Credit Card User Agreement or Credit Card Agreement, termination of the accounts, overdue payment or in bad credit record, BOCHK / the Company / the Partner / Participating Malls has the right of forfeiture of a customer's eligibility of Reward redemption without prior notice.
- 34. BOCHK and/or the Company and/or the Partner and/or Participating Malls reserve the right to amend, suspend or cancel the Program or its terms and conditions, and the right of final decision on all matters and disputes.
- 35. The Program is subject to its respective terms and conditions. For details, please refer to the relevant promotion materials, or make enquiries to the staff of the Partner and/or Participating Malls and/or BOCHK and/or the Company.
- 36. All information, prices and images are for reference only.
- 37. These terms and conditions of the Program are governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.
- 38. No person other than the customers, the Partner, Participating Malls, BOCHK and/or 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.
- 39. By using the BOCHK mobile applications, the customer agrees to be bound by the contents of the relevant disclaimer and privacy policy posted on the BOCHK mobile applications which may be updated from time to time.
- 40. Mobile Payment Applications are the third parties' Mobile Applications. Mobile Payment Applications are subject to such service providers' terms and conditions. The Company is not the service provider of the Mobile Payment Applications. If customers have any enquiries or complaint about the Mobile Payment Applications, please directly contact the service providers. The Company gives no guarantee on the Mobile Payment Applications of the service providers, and does not accept any liability arising in conjunction with the use of the Mobile Payment Applications or the services provided by the service providers.
- 41. The Company has not reviewed or verified the information in the third parties' Mobile Applications or any materials, products, services or privacy practices posted or offered therein or thereat, and shall not be under any circumstances liable to any loss (whether in negligence or otherwise) whatsoever or howsoever that customers may sustain arising from the use of any information, materials, products, services, or privacy practices posted or offered by the third parties' Mobile Applications. The Company does not nor does not mean to endorse or recommend any information, materials, products or services posted or offered at the third parties' Mobile Applications. Not shall the Company be liable for any inaccuracy or failure of any information, materials, products or services posted or offered at the third parties' Mobile Applications. Please read the terms and conditions and the relevant disclaimer(s) and privacy policy that may be contained in the third parties' Mobile Applications.
- 42. Apple Pay is a trademark of Apple Inc., registered in the US and other countries. For compatible devices and more details about Apple Pay, please refer to www.apple.com/hk/apple-pay. Google Pay is not applicable to BOC Commercial Cards and BOC Dual Currency Cards. Google Pay is a trademark of Google Inc. Google Pay works with NFC capable Android™ devices running Android Lollipop 5.0 or higher. Samsung Pay is not applicable to BOC Commercial Cards and BOC Dual Currency Cards. Samsung Pay is a trademark of Samsung Electronics Co., Ltd. Samsung Pay only supports NFC payments. For compatible devices and more details about Samsung Pay, please refer to www.samsung.com/hk/samsungpay/#samsung-pay. Huawei Pay is not applicable to BOC Commercial Cards. Huawei Pay is a trademark of Huawei Technologies Co., Ltd., registered in China and other countries. For compatible devices and more details about Huawei Pay, please refer to the Hong Kong website of Huawei Pay.
- 43. Please refer to www.bochk.com/s/a/ms_v25e for the details of the BOC Visa Credit Card "Amazing Local Rewards" Program.
- 44. 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!