Terms and Conditions of "Guangzhou K11 Art Mall Spending Promotion"

- "Guangzhou K11 Art Mall Spending Promotion" (the "Promotion") runs from 1 June to 31 July 2023 (the "Promotion Period", both dates inclusive and based on the transaction date).
- 2. Unless otherwise specified, this Promotion is applicable to the below means of payment:
 - (a) Physical cards of BOC Credit Cards, BOC Dual Currency 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 linked to these physical cards (if applicable) (the "Eligible Mobile Payment"), but excluding BOC Credit Cards issued in the mainland and macau, USD Credit Cards, Private Label Cards, BOC Purchasing Cards and Intown Cards (the "Eligible Credit Card"); and/or
 - (b) BoC Pay mobile app, which refers to QR Code payments made with the BoC Pay mobile app. The customer may settle payments by successfully binding the BoC Pay mobile app with a BOC Dual Currency Card issued in Hong Kong bearing the logo and/or a Smart Account and/or a Payment Account (if applicable) ("BoC Pay").
- 3. Unless otherwise specified, this Promotion is only applicable to the promotion operated by 廣州新詩 懿文化藝術發展有限公司 (the "Partner") and BOC Credit Card (International) Limited (the "Company") and to payments settled at merchants (the "Eligible Merchants") in Guangzhou K11 Art Mall (the "Participating Mall") during the Promotion Period.
- 4. Unless otherwise specified, offers cannot be used in conjunction with any other promotional offers.
- 5. The Promotion is applicable to customers who are members of Guangzhou KLUB 11 and customers that participate in the Promotion with electronic coupons in the "K11 GO" app (the "Eligible Customers").
- 6. To redeem the ZZZ'S COFFEE Coffee Coupon (the "Welcome Gift"), the Eligible Customer should present his/her physical Eligible Credit Card and Eligible Mobile Payment (if applicable) and/or BoC Pay relevant page of "My account" at B1 Koncierge (the "Designated Redemption Counter"). The Welcome Gift is available on a first-come-first-served basis, subject to a daily quota of 10 and is available while stocks last. The daily quota is calculated independently and cannot be merged or accumulated. Each Eligible Customer can only redeem the Welcome Gift once during the entire Promotion Period. The Coffee Coupon will be valid for 7 days after collection. Usage of the Coffee Coupon is subject to relevant terms and conditions. For details, please refer to the back of the Coffee Coupon.
- 7. To redeem the rewards (the "Rewards") below, the Eligible Customer should present his/her physical Eligible Credit Card and Eligible Mobile Payment (if applicable) and/or proof of BoC Pay transaction,

eligible machine-printed original receipt(s) and the credit card / electronic payment slip(s) on the date of the transaction(s) (the "Eligible Receipts") and get verification from the mall staff.

Reward	Cumulative Same-Day	Eligible Credit Card/ BoC Pay Rewards	Daily
	Spending (RMB)	(RMB)	Quota
1	1,500-2,999	RMB50 Selected Merchant e-Coupon*	5
2	3,000 or above	RMB50 Selected Merchant e-Coupon* x 2	5
Daily Total Quota:			10

Rewards are available on a first-come-first-served basis, subject to daily quota and available while stocks last. The daily quota is calculated independently and cannot be merged or accumulated. Rewards can only be claimed on the day of the spending. Opening hours for redemption is from 10 a.m. to 10 p.m. Late redemption will not be accepted. Receipts that are overdue or out of the Promotion Period are not accepted. Each Eligible Customer (based on the Guangzhou KLUB 11 ID) can redeem each reward tier only once per day. 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 Partner and/or the Participating Mall. Customers are suggested to check the redemption status at the Designated Redemption Counter. The customer redeeming the Reward(s) must be the person who made the transactions. Staff of the Participating Mall reserves the right to ask for identity proof for the sole purpose of verification. The Partner may not process the redemption if the customer refuses to provide the above relevant information.

* An Eligible Customer can select either "Selected cosmetic e-Coupon" or "Adidas Originals e-Coupon" while redeeming Reward 1 or Reward 2. "Selected cosmetic e-Coupon" is valid at TOM FORD, LA MER, YSL Beauty, ESTEE LAUDER, LANCOME, BOBBI BROWN and Atelier Cologne at the Participating Mall and can be used as RMB50 cash upon any purchase. "Adidas Originals e-Coupon" is valid at Adidas Originals at the Participating Mall and can be used as RMB50 cash upon any purchase. A maximum of 1 e-Coupon can be used in each transaction and each e-Coupon can be used once only. The total value of the e-Coupon will be deducted in full when used and any unused balance of the e-Coupon will be forfeited. The e-Coupon will be valid for 30 days after collection. Usage of the e-Coupon is subject to relevant terms and conditions. For details, please refer to details mentioned on the e-Coupon in the K11 GO app.

8. Redemption for Reward 1 and Reward 2 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. The customer's payment slip issued by Eligible Merchants must clearly state the credit card number, merchant name, transaction date, spending amount, valid authorisation code and customer's signature (if applicable). The merchant machine-printed invoice must clearly state the merchant name, transaction date, spending amount and purchased items. Credit card statements, photocopies of payment slips / merchant machine-printed invoices, and transaction types displayed as "FPS" on BoC Pay 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 Card and/or Eligible Mobile Payment and/or relevant

interface of BoC Pay transaction record (for any reason) on the transaction day, or if the information provided by the customer is incomplete. Eligible Receipts that are damaged, outdated or not clearly showing the relevant information are not accepted. All Eligible Receipts for the same redemption must be settled with an Eligible Credit Card and/or BoC Pay of the same Guangzhou KLUB 11 member. Transactions from the same merchant cannot be split into multiple merchant machine-printed invoices or payment slips with the same or different credit card(s) or BoC Pay to participate in the Promotion. Receipt splitting is not acceptable. Multiple redemptions by using different Guangzhou KLUB 11 memberships of the same customer at the Participating Mall will not be accepted. Spending with different principal credit card and supplementary credit card will be counted separately.

- 9. The customer must keep all original copies of the Eligible Receipts. In case of dispute, the Company and/or the Partner and/or the Participating Mall may at any time ask a customer to submit these receipts, and/or further documents or evidence for inspection and record.
- 10. Merchant Staff at the Participating Mall are not eligible to redeem Reward 1 and Reward 2. Merchant Staff at the Participating Mall cannot redeem Reward 1 and Reward 2 on behalf of the customers under any circumstance. The customer must redeem in person and redemption by third party is not accepted.
- 11. BoC Pay spending includes eligible transactions made by BoC Pay linked with a BOC Dual Currency Credit Card and/or Smart Account and/or Payment Account at merchants at the Participating Mall. The Smart Account/ Payment Account is subject to the transaction limit of up to HK\$10,000 per day or relevant terms & conditions. For details, please refer to "Help" or "Consumption Voucher Scheme" section in the BoC Pay App or contact Personal Customer Service Hotline on (+852) 3988 2388.
- 12. All same-day eligible receipts can be counted into the cumulative spending amount. Spending on different transaction days cannot be merged. Eligible receipts exclude spending in K Dollars and/or physical/electronic gift voucher(s). Eligible spending amount applies to the final amount after deduction of all applicable discounts and cash vouchers.
- 13. During the Promotion Period, Eligible Customers must provide eligible machine-printed original receipts issued by Eligible Merchants on the date of Eligible Transactions to redeem the Rewards. The Partner does not accept any photocopies or receipts with amendment or handwritten receipts, and reserves 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.
- 14. If only a deposit is paid in a transaction, the eligible amount is the paid deposit on the same day, and not the total amount of the purchase.
- 15. "Eligible Transaction" means a transaction between the Eligible Customer and an Eligible Merchant through payment by an Eligible Credit Card (including Eligible Mobile Payment) and/or BoC Pay but excluding: (a) any spending by cash; (b) any purchase of pre-paid items, cash vouchers, gift cards or

coupons, stored value cards or pre-paid cards; and (c) any other transactions classified as ineligible transactions by the Partner and/or the Participating Mall and/or BOCHK and/or the Company.

- 16. If an Eligible Transaction relating to an Eligible Receipt used in redeeming any Spending Reward is subsequently cancelled or reversed for whatever reason, resulting in the total spending amount falling under the requisite amount to redeem the Spending Reward, the Partner has the right to request the Eligible Customer to pay to the Koncierge a reasonable amount for the redeemed Spending Reward as determined by the Partner. Until the Eligible Customer has paid the amount to the Partner, the relevant merchant shall have the right not to issue any refund to the Eligible Customer. For the avoidance of doubt, the refund shall be governed by the terms and/or restrictions of the relevant merchant.
- 17. All transactions made via Alipay, WeChat Pay and the UnionPay App and other designated payment means / e-Wallets as decided by the Company, and split transactions will not be accepted.
- 18. The Partner reserves the right to scan the Eligible Customers' set of Eligible Receipts, and to check the name, record the corresponding transaction amount printed on the receipts and the last 4 digits of the corresponding Eligible Credit Card/ BoC Pay Account for internal reference only. The personal information collected will be destroyed 3 months after the Promotion has ended.
- 19. The Partner reserves the right to make any marking on each set of Eligible Receipts during Reward redemption and registration. Eligible Receipts marked by the Partner cannot be used again for redeeming Reward 1 or Reward 2.
- 20. The Eligible Customer shall present his or her original valid Guangzhou KLUB 11 electronic membership card for inspection at the time of redemption.
- 21. Eligible Customers' personal data may be collected by Guangzhou KLUB 11 for the purposes of this Promotion. The use of such personal data is subject to the privacy policy of Guangzhou KLUB 11. Please contact Guangzhou KLUB 11 for further details. By providing the relevant personal data to Guangzhou KLUB 11, the Eligible Customer is deemed to have understood the purpose of such collection of personal data and have agreed to such collection. All personal information collected is subject to relevant terms and conditions of the Participating Mall. The Company does not accept any liability arising in conjunction with the personal information collected.
- 22. The Company will verify the transaction record of the relevant credit card or BoC Pay account to confirm the customer's eligibility for registration and entitlement to Reward 1 and Reward 2. In case of discrepancy between the Company's record and details recorded on the payment slip, the Company's record shall prevail. For any cancelled / refunded transactions, the Partner and/or the Company has the right to and will be entitled to debit the Reward(s) so granted to the account directly without prior notice.

- 23. Any fraudulent, unauthorised, unposted, cancelled or refunded transactions will not be deemed as eligible transactions, and will not qualify for the Promotion. Only posted transactions with valid sales slip(s)/record(s) are eligible for the Promotion.
- 24. Should there be any illegal or fraudulent act or violation of Promotion rules committed by a customer, BOCHK/ the Company/ the Partner/ the Participating Mall has the right of forfeiture of a customer's eligibility to participate in this Promotion and reserves the right to take legal action in such instances.
- 25. The status of the Eligible Customer's credit card accounts and BoC Pay accounts must be valid, normal and in good credit by the time of Rewards received in order to be eligible for this Promotion. 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 bad credit record, BOCHK/ the Company/ the Partner has the right of forfeiture of a customer's eligibility for Rewards redemption without prior notice.
- 26. Rewards cannot be cancelled, altered, transferred, refunded, or redeemed for cash or other gifts, and no change will be provided under any circumstance once they have been issued. They will not be re-issued in case of loss or damage. The Company and/or the Partner and/or the Participating Mall reserves the right to collect or cancel the Rewards used for sale.
- 27. 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 gives 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 does not accept any liability arising in conjunction with the goods and services provided by the merchant is solely responsible for all obligations and liabilities relating to the goods and services.
- 28. BOCHK and/or the Company and/or the Partner reserve the right to amend, suspend or cancel the Promotion or its terms and conditions, and the right of final decision on all matters and disputes.
- 29. The Promotion is subject to its respective terms and conditions. For details, please refer to the relevant Promotion materials, or make enquiries to the Partner and/or merchants and/or the staff of BOCHK and/or the Company.
- 30. All information and images are for reference only.
- 31. These terms and conditions of the Promotion are governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.
- 32. No person other than the customers, the Partner, 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.

- 33. Please download the BoC Pay mobile app from official application stores or the BOCHK website, and ensure the search wording is correct (i.e. "BoC Pay"). iPhone users may download BoC Pay via the App Store; Android users may download BoC Pay via Google Play, Huawei App Gallery or the BOCHK website. By using the BoC Pay mobile app, the customer agrees to be bound by the contents of the relevant disclaimer and privacy policy posted on the BoC Pay mobile app and which may be updated by BOCHK from time to time. For more details, please refer to Menu>Settings>About> Related Terms & Conditions>Terms and Conditions for BoC Pay. Recommended Operating Systems are iOS (14.0 or above) and Android (8.1 or above). Customers are responsible for the data charges of downloading and/or using BoC Pay imposed by their service providers. Apple and the Apple logo are trademarks of Apple Inc., registered in the U.S. and other countries. App Store is a service mark of Apple Inc. Google Play and the Google Play logo are trademarks of Google LLC. Huawei App Gallery is provided by Huawei Services (Hong Kong) Co., Limited.
- 34. 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.
- 35. 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 complaints about the Mobile Payment Applications, please directly contact the service providers. The Company gives no guarantee to 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.
- 36. 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.
- 37. 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 Credit 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 Credit 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.

38. Should there be any discrepancy or inconsistency between the English and the Chinese versions of these terms and conditions, the Chinese version shall prevail.

BoC Pay SVF License Number: SVFB072

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