Terms and conditions of "MTR Malls Spending Rewards Program"

- 1. "MTR Malls Spending Rewards Program" (the "Program") runs from 8 December 2023 to 31 March 2024, both dates inclusive (the "Promotion Period"). The MTR Points Reward during the Promotion Period are subject to limited quotas and the Program will end when the quotas are full.
- 2. Unless otherwise specified, the Program is only applicable to the below means of payment:
 - i. 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 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"); and/or
 - ii. 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 Smart Account and/or Payment Account and/or Consumption Voucher Account ("BoC Pay").
- 3. Unless otherwise specified, this Program is only applicable to the promotion operated by MTR Corporation Limited ("MTR Limited") and BOC Credit Card (International) Limited (the "Company") and to payments settled at merchants ("Eligible Merchants") in Participating MTR Malls (including Telford Plaza, Maritime Square, PopCorn, The LOHAS and The Wai) ("MTR Malls") ("Eligible Merchants") during the Promotion Period. Please refer to the MTR Malls website for the latest updated shop categories and Eligible Merchants.
- 4. Unless otherwise specified, this Program cannot be combined with any other promotional offers.
- 5. Any fraudulent, unauthorised, unposted, 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.
- 6. Customers must download the latest version of the "MTR Mobile" mobile application ("MTR Mobile") and sign up as Registered Users before Reward redemption to participate in the Program (the "Eligible Customer"). Each Eligible Customer must sign up as an MTR Mobile Registered Users with email and mobile number. Each effective email and mobile number can be used for one account only. Duplicate registration of the same mobile number or holding more than one membership account by the same individual or by any means to hack and/or amend computer software to redeem MTR Points to spend at shops will not be accepted. The Eligible Customer must update to the latest mobile version for the MTR Points usage, otherwise customers may not be able to use MTR Points successfully.
- 7. The Eligible Customer must present their physical Eligible Credit Card and/or Eligible Mobile Payment (if applicable) bearing the same card number as imprinted on the payment slips and/or relevant interface of BoC Pay transaction record, 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 self-redemption kiosks at MTR Malls within 8 days from the transaction date, or on or before 31 March,2024 (whichever is earlier) within the redemption time. Redemption is valid after verification by staff of MTR Malls. MTR Malls may not process the redemption if the customer refuses to provide the above relevant information.
- 8. During the Promotion Period, the Eligible Customer is entitled to redeem 8,000 MTR Points ("Reward 1") upon same-day cumulative spending of HK\$1,000 or above with the same Eligible Credit Card or BoC Pay; and/or to redeem 30,000 MTR Points ("Reward 2") upon same-day cumulative spending of HK\$3,000 or above with the same Eligible Credit Card or BoC Pay; and/or to redeem 50,000 MTR Points ("Reward 3") upon same-day cumulative spending of HK\$5,000 or above with the same Eligible Credit Card or BoC Pay; and/or to redeem 50,000 MTR Points ("Reward 3") upon same-day cumulative spending of HK\$5,000 or above with the same Eligible Credit Card or BoC Pay in the same MTR Mall. A maximum of 3 sets of Eligible Receipts with spending amount no less than HK\$200 for each set of Eligible Receipts from different merchants in the same MTR Mall on the same transaction day with the same Eligible Credit Card or BoC Pay can be accumulated for each redemption of Reward 1 / Reward 2 / Reward 3.
- 9. BoC Pay spending includes eligible transactions made by BoC Pay with a BOC Dual Currency Card and/or Smart Account and/or Payment Account and/or Consumption Voucher Account at Eligible Merchants in MTR Malls. If using BoC Pay Consumption Voucher Account, the usage will be restricted to the Consumption Voucher amount that has been stored, and other terms and conditions apply. The Smart Account/Payment Account are 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.
- 10. The total MTR Points for Reward 1, Reward 2 and Reward 3 in all participating MTR Malls are not less than 350,000,000 points during the Promotion Period. Each Eligible Customer (based on the registration number of MTR Mobile) can redeem Reward 1 five times, Reward 2 three times and Reward 3 three times during the whole Promotion Period in all participating MTR Malls (up to a total of 280,000 MTR Points). Quotas for MTR Points are available on a first-come-first-served basis, while stocks last. Multiple redemptions with different Eligible Credit Cards or BoC Pay, or with different MTR Mobile registered accounts from the same customer will not be accepted.
- 11. 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 MTR Malls. Customers are suggested to check the redemption status with the staff of MTR Malls at the Self-redemption kiosk.
- 12. Customer can redeem the Rewards within 8 days from the transaction date, or on or before 31 March,2024 (whichever is earlier). Late redemption will not be accepted. Receipts that are out of the Promotion Period are not accepted. The customer redeeming the Reward(s) must be the person who made the transactions. Staff of the MTR Malls reserves the right to ask for identity proof for the sole purpose of verification. Spending at different Participating Malls or on different transaction days cannot be accumulated for redemption.
- 13. Rewards cannot be cancelled, altered, transferred, refunded or exchanged for cash, gifts or services under any circumstances once issued. The Company and/or MTR Malls reserve the right to collect or cancel the Rewards used for sale.
- 14. The redemption location and time of participating of MTR Malls are as follows:

Participating MTR Malls	Location of Self-redemption kiosk	Redemption time
Telford Plaza	G/F, Telford Plaza 1 & 3/F, Telford Plaza 2 (near Customer Service Centre)	1pm – 9pm
Maritime Square	1/F, Maritime Square 1 (near Customer Service Centre)	1pm – 9pm
PopCorn	G/F, PopCorn 1 & G/F, PopCorn 2 (near Customer Service Centre)	1pm – 9pm
The LOHAS	4/F, The LOHAS (opposite Emperor Cinemas)	1pm – 9pm
The Wai	2/F, The Wai (next to Customer Service Counter)	1pm – 9pm

15. All original copies of the Eligible Receipts will be recorded by the staff of the MTR Malls and MTR Mobile system upon Reward registration and redemption for identification purpose. Customers cannot request refunds from the merchants with the recorded original copies of the merchant machine-printed invoices. Please check the MTR Points balance update in the effective registered account of the MTR Mobile Registered Users on the spot after the reward redemption. MTR Points cannot be cancelled or changed once issued. The MTR Points redeemed from this Promotion cannot be refunded or exchanged for cash or as cash change.

- 16. Unless otherwise specified, Reward 1 / Reward 2 / Reward 3 will be credited to the registered MTR user account. The customer can visit MTR Mobile for the points balance. The MTR Points redeemed from this Promotion will be effective till 3 May 2024. The Eligible Customer can use MTR Points to redeem MTR free rides, eVouchers and more gifts. Please refer to the terms and conditions of MTR Mobile (https://www.mtr.com.hk/en/customer/main/mtr-mobile-terms-andconditions.html#01) for details of MTR Points / the use of MTR Points.
- 17. Each set of Eligible Receipts can only be used to redeem Reward 1 or Reward 2 or Reward 3 once. Eligible Receipts used for Reward 1 redemption cannot be re-used to redeem Reward 2, and vice versa. Each Eligible Customer can redeem the Reward once using the same-day spending at the same Eligible Merchant. Any amount exceeding the spending requirement for redemption cannot be retained and used for other promotions and/ or other offers. Customers are advised to check the details and related terms and conditions with the staff of the MTR Malls.
- 18. The above-mentioned transactions which are eligible for Reward redemption are also required to meet the requirements for earning MTR Points including, but not limited to spending amount requirements and related required transaction record for submission. For details, please check with the staff of MTR Malls for the Promotion details and terms and conditions.
- 19. Staff of the MTR Malls and sales personnel of the merchants in the MTR Malls are not allowed to join this Promotion. Sales personnel of the merchants in the MTR Malls cannot redeem the Reward(s) on behalf of the customers under any circumstance.
- 20. 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, photocopies of payment slips / merchant machine-printed invoices, transaction type 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 Cards and/or Eligible Mobile Payment and/or relevant interface of BoC Pay transaction record (for any reasons), or the information provided by the customer is incomplete. Eligible Receipts that are damaged, outdated and not clearly showing the relevant information are not accepted.
- 21. Spending amount is counted by individual Eligible Credit Cards or BoC Pay (by credit card or BoC Pay account number), 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 / cash coupon / Instant Rewards). Spending of different principal credit card and supplementary credit card will be counted separately.
- 22. Eligible transaction means transaction between the Eligible Customer and the Eligible Merchant through payment with an Eligible Credit Card (including Eligible Mobile Payment) and/or BoC Pay. Receipts for/from the following are not eligible for Reward registration and redemption: Any non-designated electronic payment, temporary promotional booths, online shopping / takeaway order platform (including online shopping transaction which is paid at the physical shop), online ticketing (excluding online purchase of movie tickets from Emperor Cinemas), online payment (including collect in store) or transfer, purchase and usage of gift vouchers / coupons / gift cards / stored-value cards, reload of stored-value cards (except game centre), bill payments, autopay, bank, foreign currency exchanges, insurance and value-added services, property rental and sale, domestic services, other non-retail related spending (for instance: care and maintenance services, repair services, goods delivery, dismantling services, installation services), betting, school fees, purchase of travel or transport or entertainment related tickets fees or charges, 999.9 gold and gold savings club (not including decorated gold), or any ineligible transaction designated by MTR Malls / the Company. Any photocopied, amended, duplicated, handwritten or reprinted invoices / payment slips and / or credit card statement are not accepted. MTR 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.
- 23. All transactions made via AlipayHK, WeChat Pay HK and UnionPay App 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) or BoC Pay account(s) to participate in this Program. Multiple redemptions by the same customer with different The Point accounts will not be accepted.
- 24. For instalment payments, the full amount listed on the merchant machine-printed invoice will be counted. For transactions that must involve both deposit and balance payments, the customer can choose to use either the spending amount of the deposit or the balance payment, but not the total transaction amount for Reward redemption. Balance payment can be used to participate in the Program only if the deposit has not already been used to participate in this Program and presentation of the original copies of merchant machine-printed invoices and payment slips of the deposit is required at redemption for verification. The Point bonus points registration is applicable to both deposit and balance payment.
- 25. Staff of the MTR Malls reserve the right to record the first 6 digits and last 4 digits of the Eligible Credit Card or BoC Pay Account number (if applicable) and examine 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 Participating Malls. The Company does not accept any liability arising in conjunction with the personal information collected.
- 26. The Company will verify the transaction record of the relevant credit card or BoC Pay account 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.
- Reward(s) will not be granted on any unregistered, void, and partially or fully refunded transactions. For any cancelled / refunded transactions, rewards will be automatically counted as invalid and will not be re-issued. MTR 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 The Point account directly without prior notice. For the avoidance of doubt, the refund shall be governed by the terms and/or restrictions of the relevant merchants.
- 28. The customer must keep all original copies of the Eligible Receipts. In case of dispute, the Company and/or the MTR Malls may at any time ask a customer to submit these receipts, and/or further documents or evidence for verification and record.
- 29. Should there be any illegal or fraudulent act or violation of promotion rules committed by a customer, Bank of China (Hong Kong) Limited ("BOCHK") / the Company / MTR Limited / MTR 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.
- 30. The status of the Eligible Customer's credit card accounts and BoC Pay 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 / MTR Limited / MTR Malls has the right of forfeiture of a customer's eligibility of Reward redemption without prior notice.
- 31. 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 the quality of the goods or the services, or any additional promotional offers / discounts provided by the Participating Malls. Please check with the staff of the MTR Malls for the latest details and terms and conditions of the offers.

- 32. BOCHK and/or the Company and/or MTR Limited and/or MTR 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.
- 33. This Program is subjected to the terms and conditions of "MTR Points" scheme. Should there be any discrepancy, this version shall prevail. Please refer to the websites of Telford Plaza, Maritime Square, PopCorn, The LOHAS, The Wai, MTR Mobile for details of the use of MTR Points, or check the details with the staff of the MTR Malls.
- 34. 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 MTR Malls and/or BOCHK and/or the Company.
- 35. All information and images are for reference only
- 36. These terms and conditions of the Program are governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.
- 37. No person other than the customers, MTR Limited, MTR 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.
- 38. 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 AppGallery 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.
- 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. For "Earn up to 10X Credit Card Gift Points on gourmet dining with BOC Cheers Card!" Program, please refer to: www.bochk.com/s/a/cheerscard
- 44. For "20X Amazing Rewards! Earn up to 20X Gift Points!" Program, please refer to: www.bochk.com/s/a/ms2024 20xe

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

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