

## General Terms and Conditions of BOC SOGO Visa Card “SOGO Christmas Carnival Extra 5% Cash Rebate Offer”

1. “**SOGO Christmas Carnival Extra 5% Cash Rebate Offer**” (the “**Program**”) is applicable to the cardholders of BOC SOGO Visa Platinum Cards/ BOC SOGO Visa Signature Cards (the “**BOC SOGO Visa Card**”, “**Eligible Credit Cards**”) (collectively “**Cardholder(s)**”, “**Customer(s)**”).
2. The Program is applicable to the Causeway Bay store (the “**Eligible Merchant Physical Store**”) and/or the eStore at [www.sogo.com.hk](http://www.sogo.com.hk) (the “**Eligible Merchant eStore**”) of SOGO Hong Kong Company Limited (collectively the “**Eligible Merchant**”).
3. The Program runs from 1 December to 31 December 2023 (both dates inclusive and based on the transaction date) (the “**Promotion Period**”).
4. The registration period of the Program runs from 10:00 on 1 December to 23:59 on 31 December 2023 Hong Kong Time (the “**Registration Period**”). The Cardholder must input correct information and register once via the BoC Pay Mobile Application, BOCHK Mobile Application, BOCHK Credit Card Official Account (WeChat ID: BOCHK\_CC) in WeChat or BOCHK Website ([www.bochk.com/s/a/sogoxmas2023en](http://www.bochk.com/s/a/sogoxmas2023en)) during the Registration Period (the “**Registration**”). A Registration reference number will be issued upon successful registration.
5. There is a quota limit on Registration of the Program which is only applicable to the first 4,000 successful registered Cardholders. The Registration record and quota are calculated based on the computer record of the BOC Credit Card (International) Limited (the “**Company**”).
6. Once the Registration has been completed, the information provided will be recorded and cannot be cancelled, altered or exchanged. The Registration record issued upon successful Registration is only for reference and cannot be taken as confirmation of eligibility. The Company will determine the eligibility of each transaction by matching the Cardholder transaction records held by the Company. If the information from the Cardholder differs from those of the Company records, the latter shall be final and conclusive.
7. The Cardholder who registers during the registration period and makes a cumulative retail spending of HK\$5,000 or above (based on the net spending amount) at the Eligible Merchant during the Promotion Period (the “**Eligible Transaction**”) can enjoy the extra 5% cash rebate offer.
8. During the Promotion Period, an Eligible Credit Card Customer who made the Eligible Transaction at Eligible Merchant will be entitled to 5% Cash Rebate (the “**Cash Rebate**”). Each BOC SOGO Visa Cardholder can earn a maximum of HK\$400 Cash Rebate throughout the Promotion Period. The total awarded cash rebate shall be rounded to the nearest dollar.
9. The “**Eligible Transaction**” refers to the Eligible Transaction at the Eligible Merchant Physical Store and/or Eligible Merchant eStore with a BOC SOGO Visa Card or by means of mobile payment (including Apple Pay/ Google Pay/ Samsung Pay), the spending excludes Instant Rewards transactions, balance transfer amounts, autopay transactions, Octopus Add Value/Automatic Add Value transactions, instalment transactions (including but not limited to cash instalments, statement instalments, online bill payment instalments and monthly payments of merchant interest-free instalments), annual fees, finance charges, arrangement fees, payments for public utilities/bill payments (including but not limited to payments for tax, telecommunication, membership fees, educational institution fees/tuition fees or utilities bills), transactions via online payment systems to designated merchants (including but not limited to PayPal or Alipay), purchases and/or reloads of stored value cards or e-wallets, product/service transactions at financial/non-financial institutions (including but not limited to deposits, purchases of foreign currency, money transfers, speculation transactions, insurance transactions, mutual fund payments, stock monthly contribution and property purchasing ), casino and gambling transactions, transactions on charity donations and non-profit organisations, and any unauthorised transactions. Net retail spending does not include the amount deducted by discount and usage of gift certificates/cash vouchers. All Eligible Transactions must be completed during the Promotion Period and posted within 7 days.
10. A cardholder who has more than one Eligible Credit Card only has to register once with any one of the Eligible Credit Cards during the Registration Period. Registration and Eligible Transaction made with a supplementary card will be combined with those from the main card to calculate towards the Cash Rebate. All Eligible Credit Card accounts under the same number of identification proof document will be automatically combined for the calculation of the entitled Cash Rebate. Cash Rebate will be automatically credited to the first successful registered

main credit card account. If a cardholder registered more than once, the Cash Rebate will be posted to the first successful registered credit card account. No Cash Rebate will be awarded to a cardholder who has not registered during the Registration Period or has inputted incorrect information. Cash Rebate will not be awarded to transactions made with an ineligible credit card or for registration using an ineligible credit card.

11. The Cash Rebate will be credited to the Eligible Credit Card account on or before 29 February 2024 upon verification of the transaction details and will be posted in the February or March 2024 monthly statement of the Cardholder. Cardholders should check their monthly statements. The Company will not be responsible for notification. Cardholders must retain all original transaction sales slips for reference. In case of dispute, the Company reserves the right to request a Cardholder to provide the original transaction sales slip(s) and/or further documentation or evidence for verification at any time during or after the promotion. All sales slip(s) and/or further documentation submitted to the Company will not be returned.
12. The Cash Rebate can neither be exchanged for other gift nor refunded, and is non-transferable and not saleable. Cash Rebate is only applicable to spending after crediting the relevant Cash Rebate, and cannot be used to exchange for cash or offset any cash advance, financial charge or outstanding balance incurred before the Cash Rebate was awarded.
13. Should there be any illegal or fraudulent act committed by a Cardholder, Bank of China (Hong Kong) Limited ("BOCHK") and/or BOC Credit Card (International) Limited (the "Company") shall cancel the eligibility of the Cash Rebate, and shall debit the awarded Cash Rebate from the Cardholder's credit card account without prior notice. BOCHK and/or the Company also reserve the right to cancel the respective credit card account and/or take further legal actions as deemed necessary.
14. Only Cardholders whose Eligible Credit Card accounts are valid and in good standing during the entire Promotion Period and at the time the Cash Rebate is being awarded will be eligible for the Program. In the event of termination of a credit card account, violation of the Card User Agreement Credit Card User Agreement or Credit Card Agreement ("User Agreement") during the Promotion or at the time the cash rebate is being awarded, the Cash Rebate will be cancelled automatically.
15. Any fraudulent, unauthorised, unposted, cancelled or refunded transactions will not be deemed as Eligible Transactions, and will not qualify for the Program and Cash Rebate. Only posted transactions with valid sales slip(s) are eligible for the Program.
16. The above products, services and offers are subject to the respective terms and conditions. For details, please refer to the relevant promotion materials, or make enquiries to the staff of the Merchant or BOCHK and/or the Company.
17. All images and information are for reference only.
18. Eligible Merchant eStore [www.sogo.com.hk](http://www.sogo.com.hk) and/or Mobile Payment Applications are the third parties' website and/or Mobile Applications. Merchant's website and/or Mobile Payment Applications are subject to such service providers' terms and conditions. BOCHK and/or the Company is not the service provider of the website and/or Mobile Payment Applications. If customers have any enquiries or complaint about the Merchant's website and/or Mobile Payment Applications, please directly contact the Merchant and/or service providers. BOCHK and/or the company gives no guarantee for the Merchant's website and/or Mobile Payment Applications, and does not accept any liability arising in conjunction with the use of the website and/or Mobile Payment Applications or the services provided.
19. BOCHK and/or the Company have not reviewed or verified the information in Merchant's website and/or the third parties' Mobile Applications or any materials, products or services or privacy practices posted or offered therein or thereat and shall not be under any circumstances liable for any loss (whether in negligence or otherwise). BOCHK and/or the Company do not and do not mean to endorse or recommend any information, materials, products or services posted or offered at Merchant's website and/or the third parties' Mobile Applications. Nor shall BOCHK and/or the Company be liable for any inaccuracy or failure of any information, materials, products or services posted or offered at the third parties' website and/or Mobile Applications. Please read the terms and conditions and the relevant disclaimer(s) and privacy policy that may be contained in the third parties' website and/or Mobile Applications.
20. Customers are responsible for the data charges of downloading and/or using the BOCHK Mobile Application,

Merchant's website and/or the third parties' website and/or Mobile Applications imposed by their service providers.

21. Please download BoC Pay from the official app stores or BOCHK official website, and be sure to use "BoC Pay" as the keyword to search. iPhone or iPad users may download BoC Pay via the App Store; Android users may download BoC Pay via Google Play, and Huawei AppGallery or BOCHK official website.
22. Please download the BOCHK Mobile Application from official application stores or the BOCHK website, and ensure the search wording is correct.
23. By using the BOCHK Mobile Application, the customer agrees to be bound by the contents of the relevant disclaimer and privacy policy posted on the BOCHK Mobile Application and which may be updated by BOCHK from time to time.
24. No person other than the Cardholders, Merchant, 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.
25. 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 accept no liability for the quality products and services provided by the merchant (including but not limited to the quality of products and supplied amount). The merchant is solely responsible for all obligations and liabilities relating to the products and service.
26. BOCHK and/or the Company and/or the Merchant reserve the right to amend, suspend or cancel the Program or its terms and conditions.
27. BOCHK and/or the Company and/or the Merchant reserve the right of final decision on all matters and disputes.
28. 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!

BoC Pay SVF License Number: SVFB072