

Terms and Conditions for “Exclusive Privileges at YATA”:

1. Unless otherwise specified, “Exclusive Privileges at YATA” (the “Promotion”) runs from 1 February to 31 March 2023 (both dates inclusive and based on the transaction date) (the “Promotion Period”). The offers are subject to limited quotas and available while quotas last.
2. Unless otherwise specified, the Promotion is only applicable to the following payment methods:
  - i. BOC Credit Cards and BOC Co-branded Credit Cards issued in Hong Kong bearing the BOC logo, but excluding BOC Credit Cards issued in Mainland China or Macau, USD Credit Cards, Private Label Cards and Intown Cards (the “Eligible Credit Card”); and/or
  - ii. BoC Pay mobile app payments, which refers to QR Code payments made with the BoC Pay mobile app. The customer may settle payment by successfully binding the BoC Pay mobile app with a BOC Dual Currency Credit Card issued in Hong Kong bearing the BOC logo and/or Smart Account and/or Payment Account and/or Consumption Voucher Account (the “BoC Pay”).
3. The Promotion is applicable to physical outlets in Hong Kong of YATA Limited (the “Merchant”), including YATA Department Stores, YATA Supermarkets, YATA KONBINI and YATA eShop (<https://eshop.yata.hk>).
4. Unless otherwise specified, during the Promotion Period, a customer who settles payment with an Eligible BOC Credit Card or BoC Pay at the Merchant can enjoy the following offers (the “Offers”):
  - i. Offer 1: During the Promotion Period, the customer is entitled to get a HK\$30 YATA gift certificate upon eligible single net transaction of HK\$400 or above with a BOC Credit Card or BoC Pay at the Merchant (“Offer 1”).
  - ii. Offer 2: During the Promotion Period, the customer is entitled to get a HK\$30 instant discount at checkout upon a single net transaction of HK\$400 or above with a BOC Credit Card (except BOC UnionPay Dual Currency Credit Card) at YATA eShop (“Offer 2”).
5. “Eligible Transaction” refers to **the final amount payable after deducting the value of any cash/gift vouchers used when making the retail purchase in a single transaction. Please note, any split transactions would not be entitled to get any offer.**
6. Primary Cardholder and additional Cardholder under the same Eligible Credit Card account shall for all purposes of this Promotion be treated as separate Cardholders. **Each eligible Cardholders can entitle Offer 1 and Offer 2 once per day during the Promotion Period.**
7. The customer must redeem the YATA gift certificate in person on the day of spending at designated redemption locations after payment at the same physical YATA store by presenting the same-day original copies of the Eligible Credit Card slip(s) and the corresponding machine-printed sales invoice(s), together with the corresponding Eligible Credit Card/ BoC Pay for redemption of Offer 1. All original copies of sales slip(s) and credit card slip(s) will be stamped by staff after redemption of Offer 1. The customer must return the related gift certificate in case of any goods are returned.
8. During the Promotion Period, there are total 70,000 quotas of Offer 1 and Offer 2 on a first-come-first-served basis while quotas last.
9. The HK\$30 YATA gift certificate is valid until 31 March 2024 and can only be used in the next purchase with an Eligible Credit Card or BoC Pay. Use of the gift certificate is subject to the terms and conditions stipulated by the Merchant. Please refer to the back of the gift certificate for details.
10. The HK\$30 YATA gift certificate will not be re-issued in case of loss or damage.
11. The HK\$30 instant discount will be used at the time of making the Eligible Transaction, and cannot be accumulated, reissued or reserved for future use.
12. The HK\$30 YATA gift certificate and HK\$30 instant discount cannot be cancelled, altered, transferred or exchanged for cash, gifts, services, other products or discounts once issued under any circumstances.
13. The Offers cannot be used in conjunction with any other discounts, cash vouchers, promotional offers, discount items or promotional activities, unless otherwise specified.
14. All images and details are for reference only.
15. Customers are responsible for the data charges of using the YATA eShop.

16. Customers are responsible for all expenses related to this Promotion, including but not limited to transportation, tax and insurance.
17. By participating in this Promotion, the customer acknowledges that he/she has read, understood, accepted and agreed to be bound by these Terms and Conditions.
18. The Offer is only applicable to customers whose eligibility is determined at the sole discretion of Bank of China (Hong Kong) Limited ("BOCHK") and BOC Credit Card (International) Limited (the "Card Company") during the Promotion Period.
19. BOCHK and/or the Card Company are not the service providers of the Merchant's products and services. Any enquiries, opinions, claims, complaints or disputes relating to the Merchant should be directed to the respective service providers. BOCHK and/or the Card Company accept no liability for and shall not be responsible for the quality of products and/or services or any other matters relating to the Merchant. The Merchant is solely responsible for all obligations and liabilities.
20. Any cancelled, refunded, falsified and unposted transactions are not counted as Eligible Transactions. In case of such transactions, the Offer will be cancelled together with those transactions. Any fraud and/or abuse of the Offer by any person (as determined by the Merchant, BOCHK and the Card Company at their sole discretion) will result in forfeiture of the person's eligibility to the Offer. The Merchant, BOCHK and/or the Card Company reserve the right to deduct the value of any Offer redeemed inappropriately by a customer directly from any of the customer's Eligible relevant Credit Card/Smart Account/Payment account without prior notice and/or take legal action in such instances to recover any outstanding amounts.
21. 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. 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.
22. BOCHK and/or the Card Company have not reviewed or verified the information in the third parties' website, Mobile Applications or any materials, products or services posted or offered therein or thereat and shall not be under any circumstances liable for any loss (whether in privacy claims or negligence or otherwise) whatsoever or howsoever that customers may sustain arising from the use of any information, materials, products or services or privacy practices posted or offered by the third parties' website and Mobile Applications. BOCHK and/or the Card Company and Merchant do not or do not mean to endorse or recommend any information, materials, products or services posted or offered at the third parties' website and Mobile Applications. Nor shall BOCHK and/or the Card Company and the Merchant be liable for any inaccuracy or failure of any information, materials, products or services posted or offered at the third parties' website and 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 Mobile Applications.
23. Customers are responsible for the data charges of downloading and/ or using the BOCHK mobile application.
24. Please download the BoC Pay mobile application from official application stores or the BOCHK website, and ensure the search wording is correct.
25. By using the BOCHK Mobile App, the viewer agrees to be bound by the content of this disclaimer as may be amended by BOCHK from time to time.
26. These terms and conditions shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.
27. No person other than the customer, BOCHK and/or the Card Company and the Merchant 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.

28. BOCHK and/or the Card Company and/or the Merchant reserve the right to amend, suspend or cancel the Promotion or its terms and conditions. BOCHK and/or the Card Company and/or the Merchant reserve the right of final decision on all matters and disputes.
29. 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 Licence Number: SVFB072

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