

General Terms and Conditions of “Exclusive Privileges at YATA”:

1. “Exclusive Privileges at YATA” consist of “Shopping to enjoy up to HK\$80 gift certificate” (“Offer 1”) and “Extra 5% off on selected products” (“Offer 2”) (the “Promotion”). The Promotion runs from 16 August to 18 September 2024 (both dates inclusive) (the “Promotion Period”). Promotion Period of Offer 1 is divided into 2 phases. Phase 1 is from 16 August to 25 August 2024 (“Phase 1”); Phase 2 is from 26 August to 18 September 2024 (“Phase 2”). 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, BOC Dual Currency Credit Cards and BOC Co-branded Credit Cards issued in Hong Kong bearing the BOC logo, but excluding BOC Credit Cards issued in the Mainland or Macau, USD Credit Cards, Private Label Cards and Intown Cards (the “Eligible Credit Card”); and/or
 - ii. BoC Pay mobile app payments, which refer to QR Code payments made with the BoC Pay mobile app. The customer may settle payment by successfully binding BoC Pay with a BOC Dual Currency Credit Card issued in Hong Kong bearing the BOC logo (“BoC Pay”). The Promotion is not applicable to payments settled by BoC Pay bound to a Smart Account and/or Payment Account and/or Consumption Voucher Account.
3. The Promotion is applicable to all physical outlets in Hong Kong of YATA Limited (the “Merchant”) and Merchant designated venue, except YATA eShop.
4. Offer 1 and Offer 2 can be used in conjunction, while the Promotion cannot be used in conjunction with any other YATA promotions. All Offers can neither be exchanged for cash nor refunded, and is not exchangeable for other products, transferable or saleable.
5. All images and details are for reference only.
6. 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.
7. Bank of China (Hong Kong) Limited (“BOCHK”) and/or BOC Credit Card (International) Limited (the “Company”) will determine the eligibility of each transaction by matching the cardholder transaction records held by BOCHK or the Company and the relevant data provided. If the information from the cardholder differs from those of the Card Company records, the latter shall be final and conclusive.
8. BOCHK and/or the 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 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.
9. Any fraudulent, unauthorised, unposted, cancelled or refunded transaction will not be deemed as an Eligible Transaction and will not be eligible for this Promotion. Only duly posted transactions with valid sales slips/records are eligible for this Promotion. In the event of cancellation of the transactions that are used for the offer eligibility, or any illegal or fraudulent act committed by a customer, BOCHK and/or the Company reserve the right to debit the relevant Credit Card / BoC Pay with the amount equivalent to the value of the Offers without prior notice. BOCHK and/or the Card Company also reserve the right to cancel the respective credit card account and/or take further legal actions as deemed necessary.
10. 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 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.

11. Mobile Payment Applications are the third parties' Mobile Applications. Mobile Payment Applications are subject to such service providers' terms and conditions. The Company and the Merchant 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 and the Merchant give 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.
12. The Company and the Merchant have 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 under any circumstances be liable for 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 and the Merchant do not or do 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 and the Merchant 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.
13. Customers are responsible for the data charges of downloading and/ or using the BOCHK mobile application.
14. 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.
15. No person other than the customers, the Merchant, BOCHK and 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.
16. BOCHK and/or the Company and/or the Merchant reserve the right to amend, suspend or cancel the Promotion or its terms and conditions. BOCHK and/or the Company and/or the Merchant reserve the right of final decision on all matters and disputes.
17. These terms and conditions shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.
18. Should there be any discrepancy or inconsistency between the English and the Chinese versions of these terms and conditions, the Chinese version shall prevail.

Terms and Conditions of Offer 1:

19. Unless otherwise specified, during the Promotion Period, customer accumulate net transaction of designated amount with an Eligible BOC Credit Card or BoC Pay at the Merchant on the same day, can enjoy the following offers:
 - i. Phase 1: Customer is entitled to redeem a HK\$40 YATA gift certificate upon accumulate net transaction of HK\$800 with a BOC Credit Card or BoC Pay at the Merchant (“HK\$40 YATA gift certificate”). Each customer with Eligible Credit Card or BoC Pay is entitled to redeem a maximum of **two pieces** of HK\$40 YATA gift certificate per day.
 - ii. Phase 2: Customer is entitled to redeem a HK\$40 YATA gift certificate upon accumulate net transaction of HK\$800 with a BOC Credit Card or BoC Pay at the Merchant. Each customer with Eligible Credit Card or BoC Pay is entitled to redeem a maximum of **one piece** of HK\$40 YATA gift certificate per day.
20. “Eligible Transaction” refers to the final amount payable after deducting the value of any conditional coupon/gift vouchers used when making the retail purchase in a single transaction. Please note, only a maximum of **two receipts** upon same day spending at same YATA outlet will be accepted. Not applicable to the purchase of YATA gift certificate, designated goods and after sales service fees.
21. The customer must redeem the HK\$40 YATA gift certificate in person on the day of spending at designated redemption locations after payment at the same YATA physical outlet 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 HK\$40 YATA gift certificate. All original copies of sales slip(s) and credit card slip(s) will be stamped by staff after redemption of HK\$40 YATA gift certificate. The customer must return the related gift certificate in case of any goods are returned.
22. During the Promotion Period (Phase 1 & 2), total quotas of HK\$40 YATA gift certificate is 24,500 and on a first-come-first-served basis while quotas last.
23. Each Eligible Credit Card or BoC Pay is entitled to enjoy the Offer 1 once per day only.
24. The HK\$40 YATA gift certificate is valid until 31 October 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.
25. The HK\$40 YATA gift certificate will not be re-issued in case of loss or damage.
26. The HK\$40 YATA gift certificate cannot be cancelled, altered, transferred or exchanged for cash, gifts, services, other products or discounts once issued under any circumstances.

Terms and Conditions of Offer 2:

27. Customers require to settle payment with an Eligible BOC Credit Card and/or BoC Pay in order to enjoy Offer 2.
28. Offer 2 is only applicable to the selected products at all YATA physical outlets.
29. Products are limited, on a first-come-first-served basis while stock lasts. Product price, image and information are based on the actual merchandise from the merchant. Subject to change without prior notice, please check with merchant staff for more details.

BoC Pay SVF License Number SVFB072

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