

## BOC Mastercard® Debit Card Cash Rebate Terms and Conditions

1. BOC Mastercard® Debit Card Cash Rebate Terms and Conditions ( "**Terms and Conditions**" ) is only applicable to the "BOC Mastercard® Debit Card" ( "**Eligible Debit Card**" ) issued by Bank of China (Hong Kong) Limited (the "**Bank**") in Hong Kong. To be eligible for the offers, the BOC Mastercard® Debit Card Cardholder (the "**Cardholder**" ) must settle full payment with his/her BOC Mastercard® Debit Card.
2. The Bank may offer cash rebate to transactions other than those specified in paragraph 9 below ( "**Eligible Transactions**" ) made by the Eligible Debit Card. The Bank has the sole discretion to set, vary, suspend or withdraw any cash rebate arrangements from time to time, including the following matters:
  - (a) the rate of cash rebate (including the different rates applicable to different types of debit cards, customer segments and transaction types);
  - (b) any minimum and/or maximum amount of cash rebate which may be earned;
  - (c) the types of transactions eligible for earning cash rebate;
  - (d) any minimum and/or maximum limit on the transaction amount for earning cash rebate;
  - (e) how and when and the currency in which cash rebate will be paid;
  - (f) the channel through which a transaction must be effected in order to be eligible for earning cash rebate;
  - (g) the circumstances under which any cash rebate paid to you is to be subsequently reversed, cancelled or identified as ineligible and our right to deduct such cash rebate from your account; and
  - (h) any other details relating to earning or paying cash rebate.
3. Cash rebate reward accrual is counted on a transaction basis. Cash rebate awarded will be rounded to the nearest cent where appropriate. All transactions will be counted based on the transaction date and only Eligible Transactions posted to Eligible Debit Card account within 7 days from the transaction date will be counted.

4. The cash rebate will be credited to the Eligible Debit Card account automatically within 3 months after each settlement. Only Cardholders whose debit card accounts are valid and in good standing throughout the relevant promotion period and at the time when the cash rebates are being awarded will be eligible for the cash rebate. In the event of termination of an Eligible Debit Card account, cancellation of an Eligible Debit Card, violation of the BOC Mastercard® Debit Card Terms and Conditions or an Eligible Debit Card account being in default, the cash rebate entitlement will be forfeited automatically forthwith. The Bank has the right not to offer cash rebate if an Eligible Debit Card account is restricted or conditions have been imposed for accessing the account.
5. Eligible Transactions of a supplementary card will be combined with those from the principal card to calculate towards the total cash rebate under the same debit card account.
6. The cash rebate is based on the net spending amount, which means the final amount charged to the Eligible Debit Card, and the use of any discount offers and cash vouchers will not be taken into account.
7. The Bank has the right to determine the currency in which cash rebate will be paid. The Bank will try to pay you the cash rebate in the same currency as the one in which the transaction was settled, where feasible.
8. If the Bank decides to pay the cash rebate in a currency that is different from the currency that was used to settle the transaction, the Bank will calculate the cash rebate amount at the exchange rate determined by us with reference to the rate set by the relevant card association.
9. The following transactions are ineligible for cash rebate:
  - (a) fees and charges;
  - (b) cash withdrawal;
  - (c) bank transfers;
  - (d) purchase transactions effected outside of Mastercard network;
  - (e) bill payment (including tax payments to the tax authorities);
  - (f) quasi cash transactions, including:
    - (i) betting and gambling transactions;

- (ii) transactions at non-financial institutions (including purchase of foreign currency, money orders and travellers cheques);
- (iii) transactions at financial institutions (including purchase of merchandise and services from banks or investment trading platforms);
- (iv) wire transfers;
- (v) rental payment or property purchase;
- (vi) purchase and/or reload of stored value cards or e-Wallets;
- (vii) purchase of cryptocurrencies; and
- (viii) instalment payments.

10. The Bank may from time to time at its sole discretion define the meaning of "Eligible Transactions" , designated spending categories and merchant list, with reference to Mastercard Asia/Pacific (Hong Kong) Limited for properly defining the abovementioned designated categories. Since the codes are managed by the card association, we are not liable for their accuracy or categorization of transaction merchant types. Our decision on a transaction's eligibility for the cash rebate is final and conclusive.
11. The Bank has no obligation to clarify which transactions are eligible for the cash rebate before the transactions are made.
12. All fraudulent, unauthorised, unposted, cancelled or refunded transactions, transactions without sales slips and unsettled transactions due to insufficient balances in bank accounts will be excluded from the cash rebate.
13. If an Eligible Transaction is cancelled subsequent to the offer of the cash rebate, Cardholders will have to return to the Bank the cash rebate being awarded. The Bank reserves the right to debit the HKD account of the Eligible Debit Card with the cash rebate awarded without prior notice.
14. The Bank will verify the transaction record to confirm the cash rebate entitlement of each Cardholder. In the event of discrepancy between the Bank's record and details recorded on the Eligible Debit Card sales slip, The Bank record shall prevail.
15. If a Cardholder commits any dishonest or fraudulent act, the Bank shall cancel the eligibility of the respective Cardholder for the offer and reverse any

awarded cash rebate from the related card account without prior notice. The Bank also reserves the right to cancel the respective Eligible Debit Card account and/or take such legal actions as may be necessary.

16. The Bank reserves the right to change, suspend or terminate the cash rebate or amend these Terms and Conditions at its sole discretion.
17. Cardholders must retain all original transaction sales slips for reference. In case of any dispute, the Bank reserves the right to request a Cardholder to provide the original transaction sales slip(s) and/or such further documentation or evidence for verification at any time during or after the promotion. All sales slips and/or such further documentation submitted to the Bank will not be returned.
18. Subject to paragraph 20 below, a person who is not a party to these Terms and Conditions or any other agreements or arrangements subject thereto (collectively, the "Relevant Agreements" ) has no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) (the "Third Parties Ordinance") to enforce or to enjoy the benefit of any term of these Terms and Conditions and the Relevant Agreements.
19. Notwithstanding any term of these Terms and Conditions, the consent of any person who is not a party to these Terms and Conditions and the Relevant Agreements is not required to rescind or vary these Terms and Conditions.
20. Any of our director, officer, employee, affiliate or agent may, by virtue of the Third Parties Ordinance, rely on any provision of these Conditions and the Relevant Agreements (including without limitation any indemnity, limitation or exclusion of liability) which expressly confers rights or benefits on that person.
21. These Terms and Conditions are governed by the laws of the Hong Kong Special Administrative Region. You agree to submit to the non-exclusive jurisdiction of the Hong Kong courts.
22. Should there be any discrepancy or inconsistency between the English and the Chinese versions of these terms and conditions, the English version shall prevail and apply.