

**Terms and Conditions Governing the BOCSG Taobao Promotion using BOCSG MasterCard
Debit and Credit Cards(2020.9.15-12.31)**

The following Taobao Promotions using BOC Mastercard Cards (the “**Promotion**”) is available as stated in the following but excluding the period on which other BOC Mastercard Cards promotions with Taobao may occur (the “**Promotion Period**”).

(A) BOC Tuesdays Promotion

- A discount of S\$8 (the “**Discount**”) on your purchase transaction if, during the Promotion Period on every Tuesday between 15 September to 14 November 2020 using BOC Mastercard Debit Card (both dates inclusive) or between 20 October to 14 November 2020 using BOC Mastercard Credit Card (both dates inclusive), you are one of the first 80 Cardholders to charge a minimum Qualifying Spend of S\$80 to your Card
- A discount of S\$12 (the “**Discount**”) on your purchase transaction if, during the Promotion Period on every Tuesday between 15 November to 31 December 2020 (both dates inclusive), you are one of the first 80 Cardholders to charge a minimum Qualifying Spend of S\$80 to your Card

(B) 11.11 Promotion

- A discount of S\$15 (the “**Discount**”) on your purchase transaction if, during the Promotion Period between 1 to 3 November 2020 (both dates inclusive), you are one of the first 300 Cardholders to charge a minimum Qualifying Spend of S\$100 to your Card
- A discount of S\$15 (the “**Discount**”) on your purchase transaction if, during the Promotion Period on 11 November 2020, you are one of the first 500 Cardholders to charge a minimum Qualifying Spend of S\$100 to your Card
- A discount of S\$30 (the “**Discount**”) on your purchase transaction if, during the Promotion Period on 11 November 2020, you are one of the first 200 Cardholders to charge a minimum Qualifying Spend of S\$200 to your Card

(C) 12.12 Promotion

- A discount of S\$15 (the “**Discount**”) on your purchase transaction if, during the Promotion Period between 10 to 12 December 2020 (both dates inclusive), you are one of the first 400 Cardholders to charge a minimum Qualifying Spend of S\$100 to your Card

- A discount of S\$30 (the “**Discount**”) on your purchase transaction if, during the Promotion Period between 10 to 12 December 2020 (both dates inclusive), you are one of the first 200 Cardholders to charge a minimum Qualifying Spend of S\$200 to your Card

By participating in these Promotions, you agree to be bound by these Terms and Conditions.

1) To be eligible for these Promotions, you must be an existing customer (the “**Cardholder**”) of Bank of China Limited, Singapore Branch (“**BOC**” or the “**Bank**”) who:

a) is a cardholder of a BOC Mastercard Debit Card starting with card number 516672 to which your bank account with the Bank (the “**Account**”) is linked (the “**Debit Card**”); or a cardholder of a BOC Mastercard Credit Card starting with card number 540877 or 524597 (the “**Credit Card**” and together with the Debit Card, the “**Cards**”); and

b) ensures that such Card(s) and/or Account(s) are validly existing (i.e. must not be suspended, cancelled or terminated for any reason), in good standing, and conducted in a proper and satisfactory manner at all times, as may be determined by the Bank in its sole and absolute discretion; and

c) has downloaded the Taobao mobile application (手机淘宝) (the “**Taobao App**”) onto your mobile device and registered for an account with Taobao (“**Taobao**”) on the Taobao App.

2) You shall be entitled to receive the discount on your purchase transaction if, during the Promotion Period, you are one of the qualifying Cardholders to charge the required minimum Qualifying Spend to your Card using the Taobao App.

3) The discount will be applied automatically upon checkout on the Taobao App.

4) A maximum of six stores may be consolidated in a single purchase transaction for the purpose of this Promotion.

5) Each Taobao user shall only be entitled to

(A) a maximum of one discount for BOC Tuesday Promotion during 15 September to 31 December 2020

(B) a maximum of two discounts for the Promotion Period during 1 to 3 November 2020

- (C) a maximum of one discount for the promotion on 11 November 2020
- (D) a maximum of one discount for the Promotion Period during 10 to 12 December 2020

regardless of how many purchase transactions you may make during this time.

- 6) The Bank's decision on whether or not you are one of the qualifying Cardholders to satisfy the above Clause above shall be final and binding on you, and the Bank shall not be obliged to disclose any reason therefor or entertain any appeal, correspondence or claim.
- 7) For the purpose of these Terms and Conditions, "**Qualifying Spend**" shall refer to Mastercard retail transactions made on the Taobao App and processed by Taobao as transactions through Mastercard networks, charged to the Card during the Promotion Period at the point of spending computation. The Bank shall have the sole discretion to determine whether a purchase transaction constitutes a Qualifying Spend.
- 8) For the avoidance of doubt, minimum Qualifying Spend does not take into account taxes and fees, including but not limited to goods and services tax and shipping and handling fees, unless otherwise stated.
- 9) Purchase transactions which are subsequently cancelled or reversed will not be included in the computation of Qualifying Spend.
- 10) A Discount is not transferable or exchangeable in part or in kind for any cash, credit or other goods or services.
- 11) If the Bank determines at any time that any of the eligibility requirements relating to a Discount set out in Clauses above were or had not been complied with but a Discount had already been awarded to a Cardholder, the Bank reserves the right at its sole and absolute discretion and without any liability on the part of the Bank to any person, to recover the whole or any part of the value of that Discount from such Cardholder. No person shall be entitled to any payment or compensation from the Bank should the Bank exercise its discretion under this Clause.

- 12) The Taobao App is supplied by Taobao. The Bank is not an agent of Taobao, any of its affiliates or business partners and makes no representation as to the quality, finesse of use or merchantability of the Taobao App and/or goods or services provided on the Taobao App. The Bank assumes no liability or responsibility whatsoever in respect of the Taobao App and/or any goods and services rendered on Taobao App or for any injury, loss, damage, cost or expense in connection with or arising out of the usage of the Taobao App and/or the goods or services offered under this Promotion, provided that the same is arising out of or in connection with Bank's fault, omission, inaction or misconduct. Any dispute which a Cardholder may have in relation to the Taobao App and/or the goods or services provided on Taobao App shall be resolved directly between the Cardholder and Taobao or the relevant third party who sells, offers to sell, and/or provide the goods or services without the Bank's involvement.
- 13) By participating in this Promotion, the Cardholder irrevocably consents and authorises the Bank and its agents and vendors (including but not limited to the parties involved in organising, promoting and conducting this Promotion) to collect, use and disclose his/her personal data, in whole or in part, whether in Singapore or outside Singapore, to any person for the purpose of this Promotion, and confirm that he/she had read and agrees to be bound by the terms of the Bank's Personal Data Protection Policy, as may be amended, supplemented and/or substituted by the Bank from time to time, a copy of which can be found on www.bankofchina.com/sg/aboutus.
- 14) This Promotion is not valid with any other promotions, offers or privileges and cannot be combined or repeated with any existing promotions unless otherwise stated.
- 15) Notwithstanding any other provision in these Terms and Conditions, the Bank shall be entitled at any time in its sole and absolute discretion and without liability to any person to amend, vary, modify, supplement or cancel any of these Terms and Conditions in whole or in part, to extend, shorten, revise, terminate or withdraw this Promotion, subject to separate consultation with and agreement by Taobao, and/or to terminate a Cardholder's participation in this Promotion, in each case without giving any reason or prior notice therefor to Cardholders.

- 16) The decision of the Bank in connection with any matter relating to this Promotion is final, conclusive and binding on all Cardholders and no appeal, correspondence or claims will be entertained.
- 17) The Bank shall not be responsible for nor shall accept any liabilities of whatsoever nature and howsoever arising or suffered by all Cardholders resulting directly or indirectly from this Promotion, including but not limited to where the Bank is unable to perform its obligations under these Terms and Conditions due (directly or indirectly) to the failure of Taobao, any telecommunication authority or service provider or any other third party which may be engaged for the this Promotion, any machine or communication or computer system, industrial dispute, war, Act of God, or anything outside the control of the Bank.
- 18) By participating in this Promotion, the Cardholder agrees to be bound by these Terms and Conditions including any amendments and variations thereto.
- 19) These Terms and Conditions are additional to, and shall be read together with, the General Terms and Conditions Governing Accounts (including the Specific Terms and Conditions Governing Debit Card) and the BOC Cardmember Agreement, which shall continue to apply, and such other terms and conditions as may be expressly stated in these Terms and Conditions. Unless otherwise stated, in the event of any inconsistency in these Terms and Conditions and any other terms and conditions in relation to this Promotion, these Terms and Conditions shall prevail to the extent of such inconsistency.
- 20) These Terms and Conditions are governed by and shall be construed in accordance with the laws of Singapore and by participating in this Promotion, the Cardholder agrees to irrevocably submit to the non-exclusive jurisdiction of the Singapore courts.
- 21) Unless expressly provided to the contrary in these Terms and Conditions, a person who is not a party to these Terms and Conditions shall have no rights under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce any term herein or enjoy any benefit conferred hereunder.

22) All information provided herein is correct at the time of publishing or posting online.
However, the Bank makes no representation or warranty whether express or implied,
and accepts no responsibility or liability for, its completeness or accuracy.