

TERMS AND CONDITIONS GOVERNING BOC DEBIT CARD CASH REBATE PROGRAMME

The terms and conditions (the “**Terms and Conditions**”) of this Debit Card Cash Rebate Programme (the “**Programme**”) are to be read in conjunction with BOC’s (defined below) Terms and Conditions Governing Accounts (as may be supplemented, amended or modified from time to time), available at <http://www.bankofchina.com/sg>, including but not limited to Part A. General Terms and Conditions Governing Accounts (the “**Part A General Account Terms**”) and Part I Specific Terms and Conditions Governing Debit Card (the “**Part I Debit Card Terms**”), collectively, the “**Accounts Terms and Conditions**”. In the event of any inconsistency between these Terms and Conditions and the Accounts Terms and Conditions, these Terms and Conditions will prevail. Further, in the event of any inconsistency between these Terms and Conditions and any brochure, marketing or promotional material relating to or in connection with this Programme, these Terms and Conditions shall prevail.

1. In these Terms and Conditions, unless a contrary indication appears and except where defined below, terms used in the Part A General Account Terms and Part I Debit Card Terms have the same meaning and construction and, in addition:
 - (a) “**BOC MasterCard Debit Card**” means any MasterCard Debit Card issued or to be issued by BOC from time to time to the Cardholder pursuant to the applicable terms and conditions and any substitution, replacement or renewal thereof.
 - (b) “**BOC UnionPay Debit Card**” means any UnionPay Debit Cards issued or to be issued by BOC from time to time to the Cardholder pursuant to the applicable terms and conditions and any substitution, replacement or renewal thereof.
 - (c) “**Qualifying Spend**” means the aggregate amount of Retail Transactions, whether in Singapore or elsewhere, that are charged to the Cardholder’s Debit Card and posted to the Cardholder’s Card Account within the calendar month to be eligible for the Cash Rebate (defined below), excluding annual fees, interests, bill payments, finance charges, fund transfers, cash withdrawals and/or any other transactions and/or amounts that may be deemed as ineligible by BOC from time to time at its sole and absolute discretion without prior notice to the Cardholder.

A transaction is “posted” to the Cardholder’s Card Account when it is debited against the Cardholder’s Card Account.

“**Retail Transaction**” means any consumer transaction including but not limited to a purchase, lease, or other manner of supply of goods or services to the Cardholder in his individual capacity, otherwise than exclusively in the ordinary course of business.

2. A Cardholder may earn the cash rebate in accordance with these Terms and Conditions (the “**Cash Rebate**”) if such Cardholder meets the relevant minimum Qualifying Spend and the minimum Card Account balance (if applicable). The details are as follows:

(a) BOC MasterCard Debit Card

The minimum Qualifying Spend for the BOC MasterCard Debit Card is S\$100.

Subject to a Cash Rebate cap of S\$10 per calendar month, the Cardholder may enjoy 0.1% Cash Rebate on the Qualifying Spend.

(b) BOC UnionPay Debit Card

The minimum Qualifying Spend for the BOC UnionPay Debit Cards is (i) S\$100, with a minimum Card Account balance of S\$1,500 per calendar month; or (ii) RMB 500, with a minimum Card Account balance of RMB 7,500 per calendar month.

The Cardholder may enjoy 0.3% Cash Rebate on the Qualifying Spend, with no cap on the Cash Rebate that may be earned per calendar month.

3. The Cash Rebate will be rounded off to the nearest two (2) decimal places and capped at the maximum amount applicable for each Debit Card, if any, per calendar month, as set out in paragraph 2 above. The Cash Rebate will be credited into the Card Account in the following calendar month of which the Retail Transaction(s) eligible for the computation of the Qualifying Spend were made.
4. BOC shall not be liable for any costs, losses and/or liabilities incurred by the Cardholder as a result of or in connection with any failure or delay by BOC in posting the transactions to the Cardholder's Card Account which may result in the Cardholder being omitted from enjoying the Cash Rebate.
5. The Debit Card(s) and the Card Account must be in good standing, not blocked from use and conducted in a proper and satisfactory manner as determined by BOC in its sole and absolute discretion at all times during the subsistence of this Programme. In the event the Card Account is delinquent, voluntarily or involuntarily closed, suspended, terminated or blocked from use for any reason whatsoever before the Cash Rebate is credited into the said Card Account, BOC reserves the right not to credit the Cash Rebate at its sole and absolute discretion.
6. BOC reserves the right to claw-back the Cash Rebate without prior notice if it determines in its sole and absolute discretion that the Cardholder is not eligible for the Cash Rebate, including but not limited to where the Cash Rebate was awarded due to an error, where the posted transaction was cancelled or refunded or where there was any abuse or fraud.
7. BOC may in its sole and absolute discretion amend, supplement or vary any of these Terms and Conditions or vary, suspend or terminate this Programme without any prior notice or liability to any party. BOC's decision on all matters relating to this Programme shall be final and binding and no correspondence will be entertained.
8. By participating in this Programme, Cardholders shall be deemed to have read, understood and accepted these Terms and Conditions and the Accounts Terms and Conditions.
9. By participating in this Programme, Cardholder irrevocably consents and authorises BOC and its agents and vendors (including but not limited to the parties involved in organising, promoting and conducting this Programme) to collect, use and disclose his/her personal data to any person for the purpose of this Programme, and confirm that he/she has read and agrees to be bound by the terms of BOC's Personal Data Protection Policy, as may be amended, supplemented and/or substituted by BOC from time to time, a copy of which is available at www.bankofchina.com/sg/aboutus.
10. BOC shall not be liable in any way if it is unable to perform its obligations under these Terms and Conditions as a result of or in connection with any Force Majeure event.
11. Save in the case of BOC's gross negligence or wilful misconduct, BOC shall not be liable for any errors, delays, omissions in the performance of its obligations under these Terms and Conditions.
12. A person who is not a party to these Terms and Conditions has no right under the Contracts (Rights of Third Parties) Act (Cap 53B of Singapore) to enforce any of these Terms and Conditions.
13. These Terms and Conditions shall be governed by the laws of Singapore and the Cardholder by participating in this Programme irrevocably submits to the non-exclusive jurisdiction of the Singapore courts to settle any dispute arising out of or in connection with these Terms and Conditions.