

TERMS AND CONDITIONS GOVERNING THE BOC PAYNOW CASH REBATE PROMOTION (“TERMS AND CONDITIONS”)

This **BOC PayNow Cash Rebate Promotion** (“**Promotion**”) is available during the following promotion periods:

- **Tier 1 Cash Rebate Promotion:** from 13/08/2018 to 31/08/2018 (both dates inclusive) (“**Tier 1 Promotion Period**”); and
- **Tier 2 Cash Rebate Promotion:** from 01/09/2018 to 31/12/2019 (both dates inclusive) (“**Tier 2 Promotion Period**”).

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

ELIGIBILITY

1. To be eligible for this Promotion, you must be a customer of Bank of China Limited, Singapore Branch (“**BOC**” or the “**Bank**”), and:
 - a) an existing user of the Bank’s Personal Online Banking and/or Personal Mobile Banking service(s);
 - b) hold one or more valid Multi-Currency Savings Account(s) with the Bank (each, a “**Bank Account**”); and
 - c) such Bank Account(s) must be validly existing (i.e. must not be suspended, cancelled or terminated), in good standing, and conducted in a proper and satisfactory manner at all times, as determined by the Bank in its sole and absolute discretion.
2. Single, Joint-Alternate and Joint-All Bank Accounts are eligible for this Promotion. All joint holders of a Joint-Alternate Bank Account will be considered as one eligible customer for the purpose of this Promotion.

For the purpose of this Promotion, “**BOC PayNow Account**” refers to any Bank Account which is registered for the BOC PayNow Service and linked to your bank-registered Mobile Number.

CASH REBATE

Tier 1 Cash Rebate Promotion: S\$8 Cash Rebate when you make a PayNow Registration and at least one incoming PayNow Transfer is credited into your BOC PayNow Account during the Tier 1 Promotion Period

3. You shall be entitled to receive a cash rebate of S\$8 (“**Tier 1 Cash Rebate**”) from the Bank if, during the Tier 1 Promotion Period, you are one of the first 1,000 customers to:
 - a) successfully register for the BOC PayNow Service via the Bank’s Personal Online Banking or Personal Mobile Banking service(s) by linking your bank-registered Mobile Number to your Bank Account (“**PayNow Registration**”);
 - b) have at least one incoming funds transfer via PayNow (“**PayNow Transfer**”) of at least S\$50 is credited (whether by you or any other party) into your BOC PayNow Account; and
 - c) maintain your PayNow Registration with the Bank during the course of the Tier 1 Promotion Period.
4. The Bank’s decision on whether or not you are one of the first 1,000 customers to satisfy Clause 1 above shall be final and binding on you, and the Bank shall not be obliged to disclose any reason therefor or entertain any objection, challenge, appeal or correspondence.
5. You shall only be entitled to receive one Tier 1 Cash Rebate during the Tier 1 Promotion Period, regardless of the number of PayNow Registration(s) and/or PayNow Transfer(s) performed by you.
6. The Tier 1 Cash Rebate will be credited into your BOC PayNow Account the following month after the date you successfully complete your PayNow Registration .

Tier 2 Cash Rebate Promotion: S\$5 Cash Rebate when you make any BOC SmartSaver Transaction and at least two incoming PayNow Transfers are credited into your BOC PayNow Account during the Tier 2 Promotion Period

7. You shall be entitled to receive a monthly cash rebate of S\$5 (“**Tier 2 Cash Rebate**”) from the Bank if, on a monthly basis during the Tier 2 Promotion Period, you:
 - a) have completed a PayNow Registration;
 - b) perform at least one designated BOC SmartSaver transaction (each, a “**BOC SmartSaver Transaction**”) comprising:
 - a. Any Card Spend on any BOC Credit Card or Debit Card;
 - b. Salary crediting to your Multi-Currency Savings Account(s); or
 - c. At least three bill payments of at least S\$30 per bill payment made from your Multi-Currency Savings Account(s);

- c) have at least two incoming PayNow Transfers of at least S\$10 per PayNow Transfer credited (whether by you or any other party) into your BOC PayNow Account; and
 - d) maintain your PayNow Registration with the Bank during the course of the Tier 2 Promotion Period.
8. You shall only be entitled to receive one Tier 2 Cash Rebate per month during the Tier 2 Promotion Period, regardless of the number of BOC SmartSaver Transaction(s) and/or PayNow Transfer(s) performed by you during that month.
9. The Tier 2 Cash Rebate will be credited into your BOC PayNow Account the following month after the date you successfully complete your first BOC SmartSaver Transaction for that month.

In these terms and conditions, a “**Cash Rebate**” may refer to a Tier 1 Cash Rebate or a Tier 2 Cash Rebate and “**Promotion Period**” may refer to a Tier 1 Promotion Period or a Tier 2 Promotion Period.

GENERAL

10. A Cash Rebate is provided at the Bank’s discretion, and the Bank reserves the right at any time in its sole and absolute discretion to rescind, vary or modify a Cash Rebate, or to substitute such Cash Rebate with any other gift of equal or similar value as the Bank may select, without prior notice to any customer or being obliged to provide any reason therefor.
11. A Cash Rebate is not transferable or exchangeable in part or in kind for any cash, credit or other goods or services.
12. If the Bank determines at any time that any of the eligibility requirements relating to a Cash Rebate set out in Clauses 3 to 9 above were or have not been complied with but a Cash Rebate has already been awarded to a customer, 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 Cash Rebate from such customer. No person shall be entitled to any payment or compensation from the Bank should the Bank exercise its discretion under this Clause.
13. Participation in the Promotion is subject to these Terms and Conditions and customers who participate in the Promotion shall be deemed to have accepted these Terms and Conditions. Failure to comply with any of the provisions of these Terms and Conditions will result in a disqualification from the Promotion, and customers shall indemnify the Bank against any claims, expenses, actions, losses or damages or costs (including legal costs on a full indemnity basis) made against or incurred by the Bank in connection with any such breach of these Terms and Conditions.
14. Notwithstanding any other provision in these Terms and Conditions, the Bank reserves the right, at any time in its sole and absolute discretion and without any liability on the part of the Bank to any person, to vary, modify, add, delete or otherwise revise any of these Terms and Conditions or terminate, withdraw, extend or shorten the Promotion, without prior notice to any customer or being obliged to provide any reason therefor.

15. These Terms and Conditions shall be read in conjunction with the Bank's *Terms and Conditions Governing Accounts*, *Terms and Conditions Governing Electronic Banking Services* and *Terms and Conditions Governing the BOC PayNow Service* (collectively, "**Other Terms**"), which shall continue to apply and be binding on all customers. In the event of any inconsistency between these Terms and Conditions and the Other Terms, or any brochures, marketing or promotional materials relating to the Promotion, these Terms and Conditions will prevail to the extent of such inconsistency.
16. The Bank shall not be responsible or liable for:-
- i. any losses, damages or expenses incurred by any person arising from or in connection with 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 any telecommunication authority or service provider or such other third party which may be engaged for the Promotion, any machine or communication or computer system, industrial dispute, war, Act of God, or anything outside the control of the Bank;
 - ii. any failure or delay in the transmission or receipt of evidence of transactions by any telecommunication authority or service provider or any other third party which may result in any transaction made by a customer being omitted from being posted to such customer's Bank Account and/or captured in the Bank's system during the relevant Promotion Period;
 - iii. any notice, communication or email which is lost, misplaced, defaced, tampered with, stolen, damaged or misdirected;
 - iv. any breakdown or malfunction in any computer system or equipment;
 - v. any other costs, losses, damages, claims and/or expenses incurred by any Customer or any other person arising from or in connection with the Promotion; or
 - vi. any act of the independent telecommunication authority, service provider or such other third party which is beyond the control of the Bank.
17. By participating in this Promotion, you irrevocably consent and authorise the Bank and its agents and vendors (including but not limited to the parties involved in organising, promoting and conducting the Promotion) to collect, use and disclose your personal data to any person for the purpose of the Promotion, and confirm that you have read and agree 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 <http://www.bankofchina.com/sg/aboutus/>.
18. The Bank's decision on all matters relating to this Promotion and these Terms and Conditions shall be final, conclusive and binding on all customers, and the Bank shall not be obliged to give any reason or enter into any correspondence with any customer or any other persons on any matter concerning this Promotion or these Terms and Conditions and no objection, challenge, appeal or correspondence will be entertained.

19. 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.
20. Unless expressly provided to the contrary in these Terms and Conditions, a person who is not a party to these Terms and Conditions shall not be entitled to enforce any provision of these Terms and Conditions under the Contracts (Rights of Third Parties) Act (Cap. 53B).
21. These Terms and Conditions shall be governed by and construed in accordance with the laws of Singapore and all persons who participate in this Promotion shall be deemed to have irrevocably agreed to submit to the non-exclusive jurisdiction of the courts of Singapore.