

Revision to Terms and Conditions Governing the BOC Family Credit Card Cash Rebate Programme

Revision to BOC's existing Terms and Conditions governing the BOC Family Credit Card Cash Rebate Programme is set out as follows and will come into effect for transactions made in the billing cycle beginning on and from 1 February 2017.

1. The existing Clause 1(b)(iii) shall be deleted in its entirety and be replaced with the following:

"1(b)(iii) 5% cash rebate on Hospital bills

"Hospital bills" means on-site transactions made at hospitals in Singapore with the assigned MCC 8062 – Hospitals. For the avoidance of doubt, all transactions made at hospitals in Singapore that do not fall within the assigned MCC 8062 will be eligible for 0.5% cash rebate."

2. The existing clause reference to Clauses 1(b)(vi) and 1(b)(vii) shall be amended to Clause 1(b)(vii) and Clause 1(b)(viii) respectively.

3. A new Clause 1(b)(vi) shall be inserted immediately after the existing Clause 1(b)(v) and which shall read as follows:

"1(b)(vi) 5% cash rebate on Online purchases

"Online purchases" means retail transactions which are made via the internet, charged to your Card and processed by the respective merchants/acquiring banks as an online transaction through Visa/MasterCard Worldwide networks and which shall exclude the following transactions:

- a) payments to government institutions and payment for government related services;*
- b) payments to financial institutions (including banks and brokerages) and payment for financial services;*
- c) utility bill payments;*
- d) donations and charity;*
- e) payment of funds to prepaid accounts and merchants who are categorised as "payment service providers";*
- f) payment for parking lots;*
- g) payment for cleaning, maintenance, and janitorial services;*
- h) payments made via AXS and SAM; and*
- i) any other transaction as determined by BOC from time to time.*

Some examples of merchants which are excluded for Online purchases:

Category	Examples
<i>Government Institutions / Services</i>	<i>ACRA, CPF, HDB SEASON PARKING, ICA, LTA, MOM, Town Council, URA</i>
<i>Financial Institutions / Services(including banks and brokerages)</i>	<i>helloPay, MatchMove Pay, Saxo Cap Markets, IG MARKETS, FOREX.COM, MONEYBOOKERS.COM, OANDA PACIFIC, Swiss Money Transfer</i>
<i>Utility Bill Payments / Other Payments</i>	<i>SP Services , AXS, SAM payments</i>

<i>Prepaid accounts and payment service providers</i>	<i>EZLINK (FEVO), EZLINK (IMAGINE), TransitLink, NETS FlashPay</i>
<i>Cleaning, Maintenance, and Janitorial Services</i>	<i>Helping, Sendhelper</i>

The 5% cash rebate that Cardmembers may be eligible to receive for Online purchases is made up of: (1) 0.5% Base Cash Rebate and (2) 4.5% Family Cash Rebate.”

4. *The existing Clause 1(c) shall be deleted in its entirety and be replaced with the following:*

“1(c) Additional Cash Rebate

Principal Cardmember who qualifies for Family Cash Rebate will be awarded a 2% cash rebate (“Additional Cash Rebate”) for all spend (excluding spend categories on Dining, Supermarkets, Hospital bills, NETS FlashPay ATU, Selected Merchants, Online purchases and Telecommunication bills that earn Family Cash Rebate) charged to his/her Supplementary Card(s) if a minimum aggregate amount of S\$200 is charged to such Supplementary Card(s) for each billing cycle in a calendar quarter (as set out below) (“Calendar Quarter”).

<i>Calendar Quarter</i>
<i>1 January to 31 March</i>
<i>1 April to 30 June</i>
<i>1 July to 30 September</i>
<i>1 October to 31 December</i>

Total Additional Cash Rebate is capped at S\$20 per Principal Cardmember’s Card account (“Account”) for each billing cycle in each Calendar Quarter.”

5. *The existing Clause 2(d) shall be deleted in its entirety and be replaced with the following:*

“2(d) Transactions made must be posted transactions before the end of each billing cycle. BOC shall not be responsible for any delay in the transmission to BOC of evidence of retail purchases by the merchants or any other third party.

Further, BOC identifies transactions and their categories via universal MCC assigned by Visa. The MCC is not decided by BOC but rather by the respective merchants and their acquiring banks. As such, BOC shall not be liable in any way whatsoever to award any rebate to any Cardmember or to compensate any Cardmember for any losses, liabilities, expenses or claims suffered or incurred by any such Cardmember, if a relevant merchant classifies its MCC inaccurately and results in BOC not awarding any rebate to such Cardmember.”

Full Terms and Conditions Governing the BOC Family Credit Card Cash Rebate Programme (Effective for billing cycles beginning on and from 1 February 2017)

The BOC Family Credit Card Cash Rebate Programme (this “**Programme**”) is valid for BOC Family Credit Card Cardmembers (“**Cardmembers**”) for transactions made with BOC Family Credit Card (“**Card**”).

1. Cash Rebate

(a) Base Cash Rebate

0.5% cash rebate (“**Base Cash Rebate**”) will be awarded on all retail transactions if Cardmember charges a spend of less than S\$500 to his/her Card account for each billing cycle.

(b) Family Cash Rebate

If Cardmember charges a minimum spend of S\$500 to his/her Card, Cardmember will be awarded cash rebate (“**Family Cash Rebate**”) on the following spend categories:

(i) 7% cash rebate on Dining

“Dining” means all Singapore and Overseas transactions made at all restaurants, cafes and fast food restaurants with the assigned Merchant Category Code (MCC) 5812 - Eating Places and Restaurants and MCC 5814 - Fast Food Restaurants excluding all food and beverage spend within hotels and wedding banquet held in hotels;

(ii) 5% cash rebate on Supermarkets

“Supermarkets” means transactions made at all major supermarkets and/or hypermarket stores in Singapore with the assigned MCC 5411 – Grocery Stores and Supermarkets;

(iii) 5% cash rebate on Hospital bills

“Hospital bills” means on-site transactions made at hospitals in Singapore with the assigned MCC 8062 – Hospitals. For the avoidance of doubt, all transactions made at hospitals in Singapore that do not fall within the assigned MCC 8062 will be eligible for 0.5% cash rebate;

(iv) 5% cash rebate on NETS FlashPay Auto Top-up (“ATU”)

ATU transactions are automatic top ups on the NETS FlashPay facility charged to a Card. The 5% cash rebate for ATU transactions is awarded for up to four top ups per Card account, per billing cycle;

(v) 5% cash rebate on Selected Merchants

“Selected Merchants” means transactions made at Best Denki, BIG BOX with the assigned MCC 5411 - Grocery Stores and Supermarkets, MCC 5712 - Furniture, Home Furnishings, and Equipment Stores, MCC 5732 - Electronics Stores and MCC 5912 - Drug Stores and Pharmacies, POPULAR Bookstore, Toys ‘R’ Us, Unity Pharmacy and Watsons in Singapore (except for retail stores in school, roadshow, expo and events);

(vi) 5% cash rebate on Online purchases

“Online purchases” means retail transactions which are made via the internet, charged to your Card and processed by the respective merchants/acquiring banks as an online transaction through Visa/MasterCard Worldwide networks and which shall exclude the following transactions:

- a) payments to government institutions and payment for government related services;
- b) payments to financial institutions (including banks and brokerages) and payment for financial services;
- c) utility bill payments;
- d) donations and charity;
- e) payment of funds to prepaid accounts and merchants who are categorised as “payment service providers”;
- f) payment for parking lots;
- g) payment for cleaning, maintenance, and janitorial services;
- h) payments made via AXS and SAM; and
- i) any other transaction as determined by BOC from time to time.

Some examples of merchants which are excluded for Online purchases:

Category	Examples
Government Institutions / Services	ACRA, CPF, HDB SEASON PARKING, ICA, LTA, MOM, Town Council, URA
Financial Institutions / Services(including banks and brokerages)	helloPay, MatchMove Pay, Saxo Cap Markets, IG MARKETS, FOREX.COM, MONEYBOOKERS.COM, OANDA PACIFIC, Swiss Money Transfer
Utility Bill Payments / Other Payments	SP Services , AXS, SAM payments
Prepaid accounts and payment service providers	EZLINK (FEVO), EZLINK (IMAGINE), TransitLink, NETS FlashPay
Cleaning, Maintenance, and Janitorial Services	Helpling, Sendhelper

The 5% cash rebate that Cardmembers may be eligible to receive for Online purchases is made up of: (1) 0.5% Base Cash Rebate and (2) 4.5% Family Cash Rebate.”

(vii) 1 % cash rebate on Telecommunication bills

“Telecommunication bills” means any payment made to the three major telecommunication companies in Singapore; and

(viii) 0.5% cash rebate on all other retail purchases

Total Family Cash Rebate is capped at S\$100 per Card account for each billing cycle.

(c) Additional Cash Rebate

Principal Cardmember who qualifies for Family Cash Rebate will be awarded a 2% cash rebate (“**Additional Cash Rebate**”) for all spend (excluding spend categories on

Dining, Supermarkets, Hospital bills, NETS FlashPay ATU, Selected Merchants, Online purchases and Telecommunication bills that earn Family Cash Rebate) charged to his/her Supplementary Card(s) if a minimum aggregate amount of S\$200 is charged to such Supplementary Card(s) for each billing cycle in a calendar quarter (as set out below) (“Calendar Quarter”).

Calendar Quarter
1 January to 31 March
1 April to 30 June
1 July to 30 September
1 October to 31 December

Total Additional Cash Rebate is capped at S\$20 per Principal Cardmember’s Card account (“Account”) for each billing cycle in each Calendar Quarter.”

2. Other Terms and Conditions

(a) The total spend by a Cardmember and cash rebate awarded per Account in one billing cycle are based on posted local and foreign retail transactions in that billing cycle, and excludes interest, annual fees, finance charges, cash advances, balance transfer, purchases made through Installment Payment Plans, Purchase Instalment Plan, Tax Payment Facility, IRAS processing fee, goods and services taxes, loading of prepaid accounts, cards and merchants (including EZ-Link and TransitLink), all fees charged by BOC or any other third parties (if any) and such other transactions as determined by BOC from time to time at its sole discretion.

(b) Combined spend from Principal and Supplementary Cards is allowed for the purposes of the award of the Base Cash Rebate or Family Cash Rebate. Combined spend from Supplementary Cards is allowed for the purposes of the award of the Additional Cash Rebate.

(c) Cash rebate shall be computed based on the amount of each posted transaction, and rounded down to the nearest two decimal places.

(d) Transactions made must be posted transactions before the end of each billing cycle. BOC shall not be responsible for any delay in the transmission to BOC of evidence of retail purchases by the merchants or any other third party.

Further, BOC identifies transactions and their categories via universal MCC assigned by Visa. The MCC is not decided by BOC but rather by the respective merchants and their acquiring banks. As such, BOC shall not be liable in any way whatsoever to award any rebate to any Cardmember or to compensate any Cardmember for any losses, liabilities, expenses or claims suffered or incurred by any such Cardmember, if a relevant merchant classifies its MCC inaccurately and results in BOC not awarding any rebate to such Cardmember.

(e) Base Cash Rebate or Family Cash Rebate awarded will be credited into the Account in the next billing cycle. The cash rebate awarded will be reflected on the Principal Cardmember’s monthly statement.

(f) Additional Cash Rebate awarded will be credited into the Account in the calendar month following the end of each Calendar Quarter.

(g) In the event of a reversal, refund or cancellation of any posted transactions, the amount of such reversed, refunded or cancelled posted transactions shall be deducted from the relevant monthly billed amount for computation and award of cash rebate. BOC reserves the right to debit the Account for cash rebate credited and/or to charge the Cardmember in relation to such reversal, refund or cancellation of posted transactions.

(h) All cash rebate may only be used to settle card transactions incurred on the Principal Card or the Supplementary Card (if any). Cash rebate may not be converted to or exchanged for cash nor be transferred or paid to any person in any manner whatsoever nor be used to settle or pay any other liability of any person whatsoever nor be applied towards settlement of any Cardmember's liabilities.

(i) All unused cash rebate will be forfeited on the earlier of: (a) the expiry of such cash rebate at the end of two (2) calendar years from the month on which the cash rebate was first credited into the Account; or (b) BOC's receipt of the Principal Cardmember's request to terminate his/her Card; or (c) the termination of the Principal Card by BOC for any reason whatsoever.

(j) The Account must be in good standing at the time of crediting of the cash rebate. In the event the Account is delinquent, terminated or suspended for any reason whatsoever before the cash rebate is credited into the said Account, BOC reserves the right to forfeit the cash rebate at its sole discretion.

(k) BOC's records of all matters relating to this Programme are conclusive and binding on the Cardmembers. BOC is entitled, for any reason and at any time, without liability, to suspend the computation or awarding of cash rebate, to rectify any errors in the computation, or otherwise adjust such computation. Any abuse or fraud in respect of the issuance of cash rebate may result in the cancellation of cash rebate already credited into the Account.

(l) BOC reserves the right in its absolute discretion to amend, supplement or vary any of the terms and conditions of this Programme (the "**Terms and Conditions**") or change, cancel or withdraw this Programme at any time without giving any reason or prior notice. In the case of any dispute, BOC's decision on all matters relating to this Programme shall be final and binding and no correspondence will be entertained. By participating in this Programme, Cardmembers shall be deemed to have read, understood and accepted the Terms and Conditions. The Terms and Conditions are additional to, and shall be read together with the terms contained in the BOC Cardmember Agreement, which shall continue to apply.

(m) By participating in this Programme, Cardmember 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 can be found on www.bankofchina.com/sg/aboutus.

(n) BOC shall not be liable if it is unable to perform its obligations under these Terms and Conditions, due directly or indirectly to the failure of any machine or communication system, industrial dispute, war, Acts of God, or anything outside the control of BOC or its servants or agents.

(o) Save in the case of 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.

(p) All information is correct at the time of publishing or posting online.

(q) Should there be any inconsistency between the English and the Chinese version of these Terms and Conditions, the English version shall prevail.

(r) In the event of any inconsistency between these Terms and Conditions and any brochure, marketing or promotional material relating to this Programme, these Terms and Conditions shall prevail.

(s) 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 to enforce any of these Terms and Conditions.

(t) These Terms and Conditions shall be governed by the laws of Singapore and the Cardmember participating in this Programme irrevocably submits to the non-exclusive jurisdiction of the Singapore courts.

3. Terms and Conditions for NETS FlashPay

(a) Cardmember is aware that the Card comes with the NETS FlashPay stored value facility held and operated by Network for Electronic Transfers (Singapore) Pte Ltd ("**NETS**") and agrees to give BOC his/her permission to share information about his/her account as BOC considers appropriate to NETS, Visa, MasterCard or other persons as may be necessary for the usage of the stored value facility.

(b) By using the Card's NETS FlashPay stored value facility and/or the NETS FlashPay ATU facility, Cardmember agrees to, and will use the Card according to, the terms of "NETS Terms and Conditions Governing the Use of NETS FlashPay" and "NETS' Terms and Conditions Governing the Use of the NETS FlashPay ATU Facility for the Bank Scheme Card" (available at www.nets.com.sg) respectively.

(c) By using the Card's NETS FlashPay ATU facility, Cardmember agrees to pay fees and/or charges inclusive of GST of such amount as BOC and/or NETS may determine from time to time, as the amount to be charged to the Cardmember and debited from the Card for each ATU transaction ("**ATU Fee**").

(d) A total ATU Fee of S\$0.50 (BOC ATU fee: S\$0.25 and NETS ATU fee: S\$0.25) is applicable for each ATU transaction. Please refer to www.nets.com.sg for any changes to NETS ATU Fee.