

## **Terms and Conditions Governing BOC Sheng Siong Credit Card Cash Rebate Programme**

The Bank of China (“**BOC**”) Sheng Siong Credit Card Cash Rebate Programme (this “**Programme**”) is valid for BOC Sheng Siong Credit Cardmembers (“**Cardmembers**”) for transactions made with the BOC Sheng Siong Credit Card (“**Card**”).

The terms and conditions of this Programme (“**Terms and Conditions**”) are set out below. These Terms and Conditions are additional to, and shall be read together with, the terms contained in the prevailing BOC Cardmember Agreement, which shall continue to apply. By participating in this Programme, Cardmembers shall be deemed to have read, understood and accepted these Terms and Conditions (as may be amended, supplemented or varied from time to time). Unless the context otherwise requires or these Terms and Conditions expressly provide otherwise, all words and expressions defined in the prevailing BOC Cardmember Agreement shall have the same meanings when used or referred to below. For the purpose of these Terms and Conditions, “**Sheng Siong**” means such stores and stalls (including any online store) engaged in groceries retailing and operated by Sheng Siong Group Ltd and its subsidiaries.

### **1. Cash Rebate**

#### **(a) Up to 12% cash rebate on Sheng Siong Spend**

##### **(i) 6% cash rebate on Sheng Siong Spend**

6% cash rebate will be awarded on the first dollar spend made at Sheng Siong and charged to the Card with the assigned Merchant Category Code (MCC) 5411 – Grocery Stores and Supermarkets (“**Sheng Siong Spend**”) for each billing cycle. The cash rebate is capped at S\$45 per Card account for each billing cycle.

##### **(ii) Additional 6% cash rebate on Sheng Siong Spend**

An additional 6% cash rebate will be awarded on the Sheng Siong Spend if a Cardmember charges at least S\$600 Out-Store Spend to his/her Card account in the same billing cycle as the Sheng Siong Spend. (S\$400 spend for BOC Sheng Siong S\$500 Card). The term “**Out-Store Spend**” means local and foreign retail transactions made outside of Sheng Siong. The cash rebate for this additional 6% cash rebate is capped at S\$30 per Card account for each billing cycle.

#### **(b) 1.6% cash rebate on Overseas Spend**

A Cardmember will be awarded 1.6% cash rebate on Overseas Spend.

“**Overseas Spend**” means all transaction(s) charged overseas, including card transactions made overseas but effected/charged in Singapore dollars, and online transactions effected in Singapore dollars or foreign currencies at merchants with payment gateway(s) outside of Singapore. For the avoidance of doubt, transactions effected with merchants with payment gateway(s) in Singapore will not be considered as Overseas Spend. There is no earn cap on the cash rebate on Overseas Spend. In the event of any ambiguity, BOC retains the right to determine whether a particular transaction qualifies as an “Overseas Spend” transaction.

**(c) 0.3% cash rebate on all other Out-Store Spend**

0.3% cash rebate will be awarded on all Out-Store Spend that is not Sheng Siong Spend or Overseas Spend. There is no earn cap on the cash rebate on such Out-Store Spend.

**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 charges, card annual fees, finance charges, late payment charges, goods and services taxes, cash advances, fund transfers, purchases made through Installment Payment Plans (IPP), any form of purchase or statement instalments, tax payment plans, unposted, cancelled, disputed and refunded transactions, payments made to government or government-related institutions (including but not limited to ACRA, CPF, HDB, ICA, LTA, MOM, URA, IRAS and town councils), utility bill payments, AXS payments, SAM payments, loading of prepaid accounts, cards and merchants (including but not limited to EZ-Link, TransitLink, NETS FlashPay, Singtel Dash, Youtrip, GrabPay, MatchMove Pay and HelloPay), any form of donations, any form of money transfer and remittance payments (including but not limited to Swiss Money Transfer, TransferWise and WorldRemit), 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 purpose of the award of cash rebate.

- (c) Any 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 merchants or any other third parties.  
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 loss, liabilities, expenses or claims suffered or incurred by such Cardmember, if a relevant merchant classifies its MCC inaccurately and results in BOC not awarding any rebate to such Cardmember.
- (e) 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) 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 a Cardmember in relation to such reversal, refund or cancellation of posted transactions.
- (g) 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: (i) converted to or exchanged for cash; (ii) transferred or paid to any person in any manner whatsoever; (iii) used to settle or pay any other liability of any person whatsoever; or (iv) applied towards settlement of any Cardmember's liabilities.
- (h) All unused cash rebate will be forfeited on the earlier of: (i) 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 (ii) BOC's receipt of a Principal Cardmember's request to terminate his/her Card; or (iii) the termination of the Principal Card by BOC for any reason whatsoever.
- (i) 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.

- (j) 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, 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.
- (k) BOC may vary the percentage of the cash rebate or revise the minimum spend required at any time without giving any reason.
- (l) BOC reserves the right to amend, supplement or vary any of these Terms and Conditions by giving notice through such means of communication as BOC may deem appropriate, including exhibiting such notice or making available a set of the amended Terms and Conditions at its branches or on its website or via publication through any media. The amendments shall take effect on the date specified in the notice. The obligation to give prior notice does not apply if amendments are required in an emergency or where it is not practicable to give such notice. Further, BOC may make amendments for administrative or clarification purposes without giving any notice. If a Customer does not wish to accept any of the amended Terms and Conditions, he/she should not participate in this Programme or immediately withdraw from this Programme.
- (m) 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.
- (n) By participating in this Programme, a 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](http://www.bankofchina.com/sg/aboutus).
- (o) 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.

- (p) BOC shall not be liable for any errors, delays, omissions in the performance of its obligations under these Terms and Conditions.
- (q) All information is correct at the time of publishing or posting online. However, BOC makes no representation or warranty whether express or implied, and accepts no responsibility or liability for its completeness or accuracy.
- (r) Should there be any inconsistency between the English and the Chinese versions of these Terms and Conditions, the English version shall prevail.
- (s) 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.
- (t) 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.
- (u) These Terms and Conditions shall be governed by the laws of Singapore and Cardmembers participating in this Programme irrevocably submit to the non-exclusive jurisdiction of the Singapore courts.