

## **Terms and Conditions Governing BOC Qoo10 Credit Cards Qmoney Rebate Programme**

Under the BOC Qoo10 Credit Cards Qmoney Rebate Programme (“**Programme**”), Qmoney (as defined below) will be awarded on spend made by a BOC Qoo10 Credit Card Cardmember with his/her BOC Qoo10 World Mastercard Credit Card and/or BOC Qoo10 Platinum Mastercard Credit Card.

The terms and conditions of this Programme (“**Terms and Conditions**”) are set out below.

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.

### **1. Definitions**

- a. “**BOC**” means Bank of China Limited, Singapore Branch.
- b. “**Card**” refers to the BOC Qoo10 World Mastercard Credit Card or the BOC Qoo10 Platinum Mastercard Credit Card, issued by Bank of China Limited, Singapore Branch, and shall include, as the context may require, any supplementary card, and any replacement or renewal thereto.
- c. “**Card Account**” refers to the account maintained with BOC in respect of the Card.
- d. “**Cardmember**” refers to the person named on the Card.
- e. “**Credit Failure Notice**” has the meaning given to it in Clause 4(d).
- f. “**Qoo10**” refers to the online shopping platform under the brand “Qoo10” operated by Qoo10 Pte. Ltd.
- g. “**Qaccount**” refers to the account maintained by a Qoo10 registered user on Qoo10 in which Qmoney can be credited.
- h. “**Qmoney**” refers to Qoo10’s virtual currency that can be used by Qoo10 registered users to make payments on Qoo10.

### **2. Awarding of Qmoney**

- a. Under the Programme, an eligible Cardmember will be awarded rebates in the form of Qmoney to be credited to his/her Qaccount when he/she has fulfilled the minimum spend requirement tier(s).
- b. The BOC Qoo10 World Mastercard Credit Card comes with the following features:
  - i. With a minimum qualifying spend of S\$400 and above in a calendar month, the Cardmember will be awarded Qmoney calculated as follows:
    - **3%** of the spend on Qoo10 transactions.
    - **0.3%** of the spend on all other transactions.
  - ii. With a minimum qualifying spend of S\$800 and above in a calendar month, the Cardmember will be awarded Qmoney calculated as follows:
    - **10%** of the spend on Qoo10 transactions.
    - **15%** of the spend on Public Transport transactions.
    - **3%** of the spend on Selected Categories transactions.
    - **0.3%** of the spend on all other transactions.
  - iii. The awarding of Qmoney for the BOC Qoo10 World Mastercard Credit Card is subject to a cap of S\$70 Qmoney, which includes a maximum of S\$30 Qmoney for Qoo10 transactions, and a maximum of S\$40 Qmoney for all other transactions (inclusive of Selected Categories transactions), per valid Card Account per calendar month.

- iv. BOC reserves the right to review and/or revise the minimum monthly qualifying spend tiers at its sole discretion.
- c. The BOC Qoo10 Platinum Mastercard Credit Card comes with the following features:
  - i. With a minimum qualifying spend of S\$200 and above in a calendar month, the Cardmember will be awarded Qmoney calculated as follows:
    - **3%** of the spend on Qoo10 transactions.
    - **10%** of the spend on Public Transport transactions.
    - **3%** of the spend on Selected Categories transactions.
    - **0.3%** of the spend on all other transactions.
  - ii. The awarding of Qmoney is subject to a cap of S\$30 Qmoney, which includes a maximum of S\$10 Qmoney for Qoo10 transactions, and a maximum of S\$20 Qmoney for all other transactions (inclusive of Selected Categories transactions), per valid Card Account per calendar month.
  - iii. BOC reserves the right to review and/or revise the minimum monthly qualifying spend tiers at its sole discretion.
- d. Definitions of the various transaction categories:
  - i. **“Qoo10 transactions”** means all Singapore transactions made via [www.Qoo10.sg](http://www.Qoo10.sg) and/or the Qoo10 Mobile App.
  - ii. **“Public Transport transactions”** refers to contactless card transit transactions on MRT Trains and SBS/SMRT Buses via the SimplyGo system. A Cardmember is required to create a SimplyGo account by visiting TransitLink SimplyGo Portal ([simplygo.com.sg](http://simplygo.com.sg)), and registering his/her Card to pay Train and Bus fares.
  - iii. **“Selected Categories”** transactions include spend on a valid Card for Transport, Local Fast Food, Entertainment, Online and Overseas.
  - iv. **“Transport”** means all Singapore transactions for Public Taxi and Grab services.
  - v. **“Local Fast Food”** means all Singapore transactions made at fast food restaurants with the assigned Merchant Category Code (MCC) 5814. It excludes all food and beverage spend at restaurants, cafes and within hotels and wedding banquet held in hotels.
  - vi. **“Entertainment”** refers to all Singapore transactions made at movie theaters with the assigned MCC 7832 (Motion Picture Theater), and at drinking places that sell alcoholic beverages such as wine, beer, ale, mixed drinks, and other liquors and beverages for consumption on the premises., with the assigned MCC 5813 (Drinking places (alcoholic beverages) — bars, taverns, night-clubs, cocktail lounges and discothèques).
  - vii. **“Online”** refers to retail transactions which are made via the internet in both Singapore Dollars and Foreign Currencies, charged to a valid Card and processed by the respective merchants/acquiring banks as an online transaction through Visa/Mastercard Worldwide networks.
  - v. **“Overseas”** refers to all foreign currency transactions charged to a valid Card at the point of transaction. It excludes Dynamic Currency Conversion transactions made overseas, and online transactions charged in Foreign Currency.

### 3. Qualifying Spend Computation

The total qualifying spend by a Cardmember and the awarding of Qmoney per Card Account in each calendar month are computed based on the following:

- a. Transactions must be posted in that calendar month. Transactions charged in a calendar month but posted after the last day of the calendar month will be considered as spend made in the next calendar month.
- b. The total qualifying spend excludes interest, annual fees, finance charges, cash advances, balance transfer, purchases made through Instalment Payment Plans, Purchase Instalment Plan, Tax Payment Facility, IRAS processing fee, goods and services taxes, loading of prepaid accounts, cards and merchants, 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.
- c. Further, the total qualifying spend excludes the following transactions:
  - payments to government institutions and payments for government related services;
  - payments to financial institutions (including banks and brokerages) and payment for financial services;
  - utility bill payments;
  - donations and charity;
  - payments of funds to prepaid accounts and merchants who are categorised as “payment service providers”;
  - payments for parking lots;
  - payments for cleaning, maintenance, and janitorial services;
  - payments to educational institutions;
  - payments made via AXS and SAM; and
  - any other transactions as determined by BOC from time to time.

Some examples of merchants which are excluded:

Category	Examples
Government Institutions / Services <i>(MCC 9211/9222/9223/9311/9399/9402)</i>	ACRA, CPF, HDB SEASON PARKING, ICA, LTA, MOM, Town Council, URA
Financial Institutions / Services (including banks and brokerages) <i>(MCC 4829/6211)</i>	helloPay, MatchMove Pay, Saxo Cap Markets, IG MARKETS, FOREX.COM, MONEYBOOKERS.COM, OANDA PACIFIC, Swiss Money Transfer
Utility Bill Payments / Other Payments <i>(MCC 4900)</i>	SP Services , AXS, SAM payments
Prepaid accounts and payment service providers <i>(MCC 6540)</i>	EZLINK (FEVO), EZLINK (IMAGINE), TransitLink, NETS FlashPay, SingTel Dash, Youtrip
Cleaning, Maintenance, and Janitorial Services <i>(MCC 7349)</i>	Helping, Sendhelper

List of merchants is not exhaustive; BOC reserves the rights to add, remove and/or reclassify merchants in the exclusion list from time to time at its sole discretion.

- d. 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 awarding of Qmoney.
- e. Total spend is aggregated at the Card Account level – the spend from principal and supplementary Cards is combined for the purposes of the awarding of Qmoney.
- f. Any Qmoney awarded shall be computed based on the amount of each posted transaction, and rounded down to the nearest two decimal places.
- g. BOC shall not be responsible for any failure or delay in the posting of sales transactions to BOC of evidence of retail purchases by the merchants or any other third parties.
- h. BOC identifies transactions and their categories via universal MCC assigned by Mastercard. 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 Qmoney 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 Qmoney to such Cardmember.

#### 4. Qmoney Crediting

- a. Qmoney will be credited into a Cardmember’s Qaccount.
- b. Qmoney awarded for the qualifying spend in a calendar month will be credited into the Cardmember’s Qaccount on or before the 15<sup>th</sup> day of the third calendar month. An illustration of the crediting timeline is as follows:

Qualifying Spend Period	Qmoney Crediting Date
1 to 30 June 2018	15 August 2018
1 to 31 July 2018	15 September 2018
1 to 31 August 2018	15 October 2018

- c. For the purpose of identifying a Cardmember’s Qaccount to credit the Qmoney, the Cardmember must provide to BOC, his/her email address AND mobile number which was used for the set-up of his/her Qaccount. BOC is not responsible for any wrong or unsuccessful crediting of Qmoney due to wrong/missing email address and/or mobile number provided by the Cardmember.
- d. In the event of unsuccessful crediting of Qmoney, BOC shall, within 5 days from BOC’s receipt from Qoo10 of such notice of unsuccessful crediting, notify the Cardmember via SMS to the mobile number registered and maintained in BOC’s system (“**Credit Failure Notice**”). Such Cardmember shall provide BOC with the correct email address and mobile number as soon as possible and in any case within 2 months from the Credit Failure Notice. Any Cardmember’s request for re-crediting of Qmoney will be processed in the subsequent monthly Qmoney crediting batch.
- e. If left uncredited, all Qmoney for a qualifying spend period shall expire on the date falling 3 months from the Credit Failure Notice.

- f. Illustration 1:
- i. Qmoney was earned in the 1-30 June 2018 qualifying spend period
  - ii. BOC attempted to credit the Qmoney to the relevant Qaccount on 15 August 2018.
  - iii. Such crediting failed due to the Cardmember's failure to provide the correct email address and mobile number.
  - iv. BOC provided the Cardmember with a Credit Failure Notice on 20 August 2018.
  - v. Such unsuccessfully credited Qmoney shall expire on 20 November 2018 (being 3 months from the Credit Failure Notice) unless the Cardmember provides the correct information to BOC on or before 20 October 2018 (being 2 months from the Credit Failure Notice).
- g. Qmoney 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. Terms and conditions governing the use of Qmoney apply, and may be amended from time to time as stipulated by Qoo10. BOC shall not be responsible for any change in the terms of use for Qmoney. For full details, please refer to [www.qoo10.sg](http://www.qoo10.sg).

## 5. General Terms and Conditions

- a. The Card Account must be in good standing at the time of crediting of the Qmoney. In the event the Card Account is delinquent, terminated or suspended for any reason whatsoever before the Qmoney is credited into the Qaccount of the relevant Cardmember, BOC reserves the right to forfeit the Qmoney at its sole discretion.
- b. 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 the Qmoney, to rectify any errors in the computation, or otherwise adjust such computation. Any abuse or fraud in respect of the award of the Qmoney may result in the cancellation of the Qmoney already credited into the Qaccount of the relevant Cardmember. BOC reserves the right to debit the Card Account for the value of any Qmoney awarded and/or to charge the Cardmember in relation to errors, abuse, fraud, reversed, refunded or cancelled posted transactions.
- c. BOC reserves the right in its absolute discretion to amend, supplement or vary any of these Terms and Conditions or change (including to vary the percentage of the Qmoney awarded or revise the minimum spend required), 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, a Cardmember shall be deemed to have read, understood and accepted these Terms and Conditions (as may be amended, supplemented or varied from time to time).
- d. 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).

In addition, the Cardmember hereby consents to BOC disclosing his/her personal data and relevant customer information to Qoo10 and Qoo10 Pte. Ltd. for the purpose of this Programme and the award and crediting of Qmoney, and further consents to the subsequent collection, use and disclosure of such information (including the transfer of such information overseas) by Qoo10 and Qoo10 Pte. Ltd. in accordance with the personal data protection policy of Qoo10 and Qoo10 Pte. Ltd. (a copy of which can be found on [www.qoo10.com.sg](http://www.qoo10.com.sg)). The Cardmember agrees that any consent given is additional to any other consent which he/she may have previously provided or provided elsewhere to BOC to inform him/her of marketing information, and does not supersede any rights which BOC may have at law to collect, use and disclose his/her personal data and customer information.

- e. 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.
- f. BOC shall not be liable for any errors, delays, omissions in the performance of its obligations under these Terms and Conditions.
- g. All Qmoney is supplied by Qoo10 and Qoo10 Pte. Ltd.. BOC makes no representation or warranty whatsoever as to the quality, merchantability or fitness for purpose or any other implied terms or conditions with respect to the Qmoney or any goods/ services purchased with such Qmoney on the Q10 platform. BOC assumes no responsibility or liability for the acts or defaults of Qoo10 and Qoo10 Pte. Ltd., or for any delay, postponement, non-delivery, non-performance or defects in the Qmoney. BOC is not an agent of Qoo10 or Qoo10 Pte. Ltd.. Any dispute about the quality or performance of the Qmoney must be resolved directly with Qoo10 and/or Qoo10 Pte. Ltd..
- h. Should there be any inconsistency between the English and the Chinese version of these Terms and Conditions, the English version shall prevail.
- i. 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.
- j. A person who is not a party to these Terms and Conditions shall have no rights under the Contracts (Rights of Third Parties) Act (Chapter 53B) of Singapore to enforce or enjoy the benefit of any provision of any of these Terms and Conditions. Notwithstanding any provisions of these Terms and Conditions, the consent of any third party is not required for any variation (including any release or compromise of any liability) or termination of this Programme.
- k. These Terms and Conditions shall be governed by the laws of Singapore and any Cardmember participating in this Programme irrevocably submits to the non-exclusive jurisdiction of the Singapore courts.
- l. All information is correct at the time of publishing or posting online.

#### **6. Terms and Conditions for SimplyGo (previous working name “Account-Based Ticketing (ABT) System”)**

- a. “SimplyGo system” refers to the system that enables commuters to use Mastercard or Visa credit, debit and prepaid cards with contactless function for fare payments. There will be no need for upfront top-ups, and your bus and train transactions will be processed and charged to your credit, debit or prepaid card.
- b. “SimplyGo account” refers to the account that the Cardmember registers at the TransitLink SimplyGo Portal ([simplygo.com.sg](http://simplygo.com.sg)). Upon successful creation and activation of the SimplyGo account, the Cardmember can view travel transactions and charges imposed on the card(s), and submit claims if there are any discrepancies in the travel transactions or billings of the linked card(s).

- c. "SimplyGo system" refers to the system that enables commuters to use Mastercard or Visa credit, debit and prepaid cards with contactless function for fare payments. There will be no need for upfront top-ups, and the Cardmember's bus and train transactions will be processed and charged to the Cardmember's credit, debit or prepaid card.
- d. Each Mastercard/Visa contactless card to be used by a Cardmember for SimplyGo can be registered to the Cardmember's SimplyGo account. Multiple Mastercard/Visa contactless cards can be registered to a Cardmember's SimplyGo account.
- e. To add a card into the SimplyGo account, the Cardmember has to fill in the mandatory fields as stipulated in the SimplyGo system.
- f. When adding a card into the SimplyGo account, the Cardmember will have to undergo authentication through the payment gateway in the form of a One-Time-Password ("OTP") sent via SMS to the Cardmember's mobile number registered with BOC.
- g. If a Cardmember's personal details as required to be provided in the SimplyGo account change after the SimplyGo account is created, such Cardmember must sign in to his/her SimplyGo account and update the relevant personal details accordingly within 14 days, so that his/her personal details remain accurate at all times.
- h. Each SimplyGo account is personal to the relevant Cardmember and is non-transferable.
- i. In the event that the Cardmember misplaces or loses the Card, the Cardmember shall promptly contact BOC to block the Card.
- j. Cardmember who wish to utilise Mastercard/Visa contactless cards with CEPAS (EZ-Link or NETS FlashPay) function ("Co-brand Cards") will have to switch the payment mode of such Co-brand Cards at any GTM located at the train stations. There is currently no authentication mechanism for switching the payment mode of Co-brand Cards at the GTMs. Should a Cardmember decide to ask a proxy to switch the payment mode of the Co-brand Card at the GTM on his/her behalf, TransitLink, BOC and/or Mastercard/Visa will not be held responsible for the disclosure of Cardmember's personal information to such third party in this regard.
- k. Other than the current adult fares and transfer rules on buses and trains which remain applicable, no additional charges will be imposed when using Singapore-issued Cards for SimplyGo.
- l. Transactions will be processed and charged to Cardmembers in their subsequent credit or debit card bills. The amount displayed in each Cardmember's SimplyGo account will be an aggregated amount for the relevant period of travel.
- m. Upon first usage of the Card at the point of boarding a bus or entering a train gantry, an authorisation request will be sent to BOC to approve the transaction. Subsequent authorisation requests and transactions shall be sent and posted on an aggregated basis.
- n. The amount of funds to be earmarked by BOC and thereby deducted from the credit or debit limit of the Card upon receiving the initial authorisation request shall be based on the sole discretion of BOC.
- o. There shall be no cap on the amount of fares or number of commutes a Cardmember may use a Card for, subject to the credit or debit limit available in such Card.
- p. If there are any discrepancies in the transactions recorded in a Cardmember's SimplyGo account, the Cardmember may submit a claim for fares overcharged via the TransitLink SimplyGo Portal or TL SimplyGo mobile app.
- q. Cardmembers may retrieve their transaction history from the SimplyGo account under "My Statements". Travel details will be available for viewing for up to 180 days from the date of such transaction.

- r. Full terms and conditions for SimplyGo apply, and may be amended from time to time as stipulated by TransitLink. Visit [www.simplygo.transitlink.com.sg](http://www.simplygo.transitlink.com.sg) for more information.