

Terms and Conditions Governing the BOC SuperSaver Campaign

These Terms and Conditions (the "**Terms**") Governing the BOC SuperSaver Campaign (the "**BOC SuperSaver Campaign**") are to be read in conjunction with the General Terms and Conditions Governing Accounts, the Terms and Conditions Governing Electronic Banking Services, the Terms and Conditions Governing the BOC PayNow Service and such other terms and conditions as may be expressly stated in these Terms. Unless otherwise stated, in the event of any inconsistency in these Terms and any other terms and conditions in relation to the BOC SuperSaver Campaign, these Terms shall prevail.

1. Definitions

For purposes of these Terms, the following words and expressions shall, unless the context otherwise requires, have the following meanings:

1.1 "**Account**" means a valid and active SGD current account opened with BOC.

1.2 "**Account Holder**" refers to the principal account holder of an Account.

1.3 "**AEB**" or "**Average Effective Balance**" is calculated on a monthly basis as the summation of each day-end Effective Balance for a month divided by the number of calendar days in that month.

1.4 "**AEB Ceiling**" refers to the maximum threshold limit on which Bonus Interest is calculated (as BOC may determine in its discretion from time to time without prior notice), and may vary across different types of Bonus Interest, but shall not in any case exceed S\$5,000,000 per Account.

1.5 "**AEB Floor**" refers to the minimum threshold limit on which Bonus Interest will be awarded (as BOC may determine in its discretion from time to time without prior notice), and may vary across different types of Bonus Interest.

1.6 "**AEB Limits**" refers to the AEB Ceiling and the AEB Floor.

1.7 "**Bank**" or "**BOC**" means Bank of China Limited, Singapore Branch.

1.8 "**BOC PayNow Service**" means the service relating to the use of PayNow offered by BOC.

1.9 "**Bonus Interest**" has the meaning ascribed to it in Clause 3.2.

1.10 "**Campaign Period**" means the period in relation to the BOC SuperSaver Campaign commencing from 1 August 2020 and ending on such date as BOC may determine in its sole and absolute discretion.

1.11 "**Effective Balance**" means the SGD day-end available balance of the Account but does not include earmarked balance, overdraft, cheque float amount and such other balances as BOC may determine in its discretion from time to time without prior notice.

1.12 “**Mobile Number**” means a mobile phone number registered in the Account Holder’s name which is on record with BOC.

1.13 “**SGD**” or “**S\$**” means Singapore dollars.

2. Eligibility Criteria

2.1 BOC SuperSaver is a deposit plan available to new or existing Account Holders who open a new Account with BOC during the Campaign Period in accordance with these Terms, and entitles such Account Holders to earn Bonus Interest on the amounts standing to his/her Account subject to fulfilment of the relevant eligibility criteria set out in these Terms.

2.2 To qualify for BOC SuperSaver, the Account Holder must:

- (a) be a citizen or permanent resident of Singapore;
- (b) successfully open a new Account with BOC using MyInfo (whether via the BOC Mobile Banking App or otherwise);
- (b) deposit a minimum amount of S\$3,000 into this Account; and
- (c) link this Account to the BOC PayNow Service using his/her Mobile Number for the receipt of incoming funds.

2.3 Only **one** Account per Account Holder meeting the eligibility criteria set out in Clause 2.2 above may be designated as a BOC SuperSaver Account under these Terms.

2.4 A minimum monthly average account balance of at least S\$3,000 must be maintained in the Account for each month during the Campaign Period. BOC reserves the right to charge a monthly account maintenance fee if the Account Holder’s monthly average account balance in the Account falls below S\$3,000.

2.5 The Account 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 BOC in its sole and absolute discretion.

2.6 For the avoidance of doubt, no cheque book will be issued for any Account designated as a BOC SuperSaver Account under these Terms.

3. Bonus Interest

3.1 As the Account is a non-interest bearing account, the Account Holder shall not be entitled to receive any interest on the Account, unless the Account has been designated as a BOC SuperSaver Account under these Terms.

3.2 The Account Holder who satisfies the eligibility criteria set out in Clause 2 above shall be entitled to receive bonus interest (“Bonus Interest”) on his/her Account. Bonus Interest shall be calculated subject to the AEB Limits as determined by BOC and is credited on a monthly basis.

3.3 No Bonus Interest will be awarded to the Account Holder if the Account’s AEB falls below the AEB Floor for that month.

3.4 If the Account Holder’s AEB exceeds the AEB Ceiling for that month, Bonus Interest shall only be calculated on the portion of the AEB not exceeding the AEB Ceiling.

3.5 No Bonus Interest will be awarded to the Account Holder for the month if the Account Holder de-links his/her Account from the BOC PayNow Service at any time during that month.

3.6 Subject to fulfilment of the eligibility criteria set out in these Terms, Bonus Interest shall be credited into the Account within 15 Business Days of the start of the following month, unless otherwise stated. If the Account Holder fails to satisfy any of the eligibility criteria set out in these Terms for any month, no Bonus Interest will be credited into his/her Account in the following month.

3.7 Bonus Interest will not be applicable to any existing funds that have been earmarked in an Account for any other promotion offered by BOC.

3.8 Any dormant, voluntarily or involuntarily frozen or closed Account, or any Account that is not in good standing as determined by BOC at its sole and absolute discretion, shall not be eligible to receive Bonus Interest.

3.9 For the avoidance of doubt, BOC reserves the right to vary (a) the Bonus Interest rates, (b) the AEB Limits, and (c) the eligibility criteria for the BOC SuperSaver Campaign and Bonus Interest, in its sole and absolute discretion from time to time without prior notice. BOC’s decision on whether an Account Holder satisfies the eligibility criteria set out in these Terms shall be final and binding, and BOC shall not be obliged to disclose any reason therefor or entertain any appeal, correspondence or claim in respect thereof.

3.10 In the event that BOC determines that any transaction is fraudulent, unauthorised, cancelled or reversed, or that any Bonus Interest was irregularly or wrongly awarded or credited to the Account Holder (including where the Account Holder does not satisfy the eligibility criteria set out in these Terms), BOC reserves the right to cancel, recover or otherwise clawback the Bonus Interest (in whole or in part) awarded or credited to the Account Holder at any time. No person shall be entitled to any payment or compensation from BOC pursuant to any exercise by BOC of its rights under this Clause.

4. Additional Terms and Conditions

4.1 The Account Holder irrevocably consents and authorises BOC and its agents and vendors (including but not limited to any parties involved in organising, promoting and conducting the BOC

SuperSaver Campaign) to collect, use and disclose his/her personal data to any person for the purpose of or in connection with the BOC SuperSaver Campaign (including in respect of any Bonus Interest calculation and/or credit), and confirms 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 <http://www.bankofchina.com/sg/aboutus>.

4.2 The BOC SuperSaver Campaign (including any Bonus Interest hereunder) is not valid with any other promotion(s), offers or privileges and cannot be combined or repeated with any existing promotions unless otherwise stated.

4.3 Notwithstanding any other provision in these Terms, BOC reserves the right at any time in its sole and absolute discretion and without liability to any person to extend, shorten, revise, terminate or withdraw the BOC SuperSaver Campaign, and is entitled to vary, delete or amend these Terms in whole or part, in each case without prior notice or assigning any reason therefor.

4.4 The decision of BOC in connection with any matter relating to the BOC SuperSaver Campaign and these Terms is final, conclusive and binding on all customers and no appeal, correspondence or claims will be entertained.

4.5 BOC shall not be responsible nor shall accept any liabilities of whatsoever nature and howsoever arising or suffered by all customers resulting directly or indirectly from the BOC SuperSaver Campaign, including but not limited to where BOC is unable to perform its obligations under these Terms 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 BOC SuperSaver Campaign, any machine or communication or computer system, industrial dispute, war, Act of God, or anything outside the control of BOC.

4.6 By participating in the BOC SuperSaver Campaign, the Account Holder agrees to be bound by these Terms, including any amendments and variations thereto.

4.7 These Terms shall be governed by and construed in accordance with the laws of Singapore and all persons participating in the BOC SuperSaver Campaign hereby agree to irrevocably submit to the non-exclusive jurisdiction of the courts of Singapore.

4.8 Unless expressly provided to the contrary in these Terms, a person who is not a party to these Terms has no right under the Contracts (Rights of Third Parties) Act (Chapter 53B) of Singapore to enforce any provision of these Terms.

4.9 All information provided herein 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.

Deposit Insurance Scheme

Singapore dollar deposits of non-bank depositors are insured by the Singapore Deposit Insurance Corporation, for up to S\$75,000 in aggregate per depositor per Scheme member by law. Foreign currency deposits, dual currency investments, structured deposits and other investment products are not insured. Please visit www.sdic.org.sg for full details.