

Terms and Conditions Governing the BOC Elite Miles World Mastercard™ – Spend and MGM Promotion 2023 (for existing principal cardmembers of a BOC Elite Miles World Mastercard) (the “Promotion”)

All capitalised words and expressions in these Terms and Conditions shall, unless otherwise defined herein, have the same meanings as defined in the prevailing BOC Cardmember Agreement.

Promotion Period

1. This promotion is referred to as the BOC Elite Miles World Mastercard – Spend and MGM Promotion 2023 (the “**Promotion**”). This Promotion shall be valid from 16 October 2023 to 31 December 2023 (both dates inclusive) (the “**Promotion Period**”) or such other period as may be determined by Bank of China Limited, Singapore Branch (“**BOC**”) at its absolute discretion.

Eligibility & Promotion Mechanics

(A) The Spend Promotion

2. The Promotion is open to all existing principal cardmembers of a BOC Elite Miles World Mastercard issued by BOC (each a “**Card**”, collectively “**Cards**”), and the Promotion is not applicable to New-to-Bank and New-to-Card cardmembers (as defined in Clause [8] below) during the Promotion Period.
3. To qualify for the additional BOC Bonus Points (the “**Reward**”) under this Promotion, an Eligible Cardmember (as defined in Clause [14] below) must fulfil the conditions set out below:
 - a) To participate in this Promotion, Eligible Cardmembers will need to enrol by sending a message via short message service (“**SMS**”)* (using the Eligible Cardmember’s Singapore mobile phone number registered with BOC) to 75665 in the following format:

**BOCEM <space> last 4 characters of the Eligible Cardmember’s NRIC or Passport Number
<space> the Eligible Cardmember’s Frequent Flyer Programme Membership No.**
E.g. SMS <BOCEM 234A 8**> to 75665

The SMS must be received by BOC within the Promotion Period and in the format as specified above. Eligible Cardmembers will receive an automatic SMS response acknowledging receipt of the SMS. Enrolment is considered unsuccessful if the Eligible Cardmember did not receive any automatic SMS response from BOC. An automatic SMS response does not constitute confirmation of eligibility or qualification for the Reward.

**Please note that SMS charges by your network operator may apply.*

- b) The Eligible Cardmember must meet a minimum Qualifying Spend (as defined in Clause [16] below) of S\$200 each calendar month during the Promotion Period.

4. The first BOC Bonus Points shall be applicable from the first day of the calendar month of the successful enrolment or the first day of the Promotion Period, whichever is later, to the end of the same calendar month. For example, if the enrolment was completed successfully on 20 October 2023, the first Bonus BOC Bonus Points shall be applicable from 16 October 2023 (i.e. from the first day of the Promotion Period) to 31 October 2023, both dates inclusive. If the enrolment was completed successfully on 15 November 2023, the first BOC Bonus Points will be applicable from 1 November 2023 (i.e. from the first day of the calendar month of the successful enrolment) to 30 November 2023, both dates inclusive. The calculation for all subsequent months shall be on a calendar-month basis.
5. An Eligible Cardmember, who fulfils the conditions set out in Clause [3] above, shall be eligible to receive the Reward based on the Qualifying Spend amounts (as defined in Clause [16] below) from both Category A and Category B set out below during the Promotion Period:

Category A:

- a) 9 BOC Bonus Points (equivalent to 2 KrisFlyer Miles) shall be awarded for every S\$1 of local spending; or
- b) 13.5 BOC Bonus Points (equivalent to 3 KrisFlyer Miles) shall be awarded for every S\$1 of overseas spending;

Category B:

- c) 18 BOC Bonus Points (equivalent to 4 KrisFlyer Miles) shall be awarded for every S\$1 of spending on Singapore Airlines, Scoot, KrisShop and Pelago.

An Eligible Cardmember may receive up to a maximum of 135,000 BOC Bonus Points (equivalent to 30,000 KrisFlyer Miles) each calendar month, during the Promotion Period.

(B) The Member Get Member Promotion

6. To qualify for the Member Get Member Promotion (the “**MGM Promotion**”), a BOC Elite Miles World Mastercard cardmember (the “**Referrer**”), whom during the Promotion Period, successfully refers any family member or friend (such referred individual to be termed as a “**Referred Individual**”) to BOC, shall receive 22,500 BOC Bonus Points (equivalent to 5,000 KrisFlyer Miles) (the “**Referral Gift**”) for each Referred Individual. Such Referred Individual should be procured by the Referrer and should be accepted by BOC as a new BOC Elite Miles World Mastercard cardmember).

The Referred Individual must fulfil the conditions set out below:

- a. he/she successfully applied for a BOC Elite Miles World Mastercard as a Principal Cardmember during the Promotion Period;
- b. he/she must be a “**New-to-Card**” or “**New-to-Bank**” BOC Principal Cardmember (as defined in Clause [8] below).

There is no limit to the Referral Gift that a Referrer can receive under this MGM Promotion.

7. To participate in the MGM Promotion, the Referrer must within the Promotion Period:
- a) send to the Referred Individual the link or QR code for access to the BOC Credit Card online application form;
 - b) obtain the Referred Individual's application reference number ("**AR Number**") after the Referred Individual has successfully submitted the BOC Credit Card online application form. The AR Number will be reflected on the application submission page upon successful submission; and
 - c) send a message via SMS* (using the Referrer's Singapore mobile phone number registered with BOC) to BOC at 75665 in the following format:

MGM <space> the Referred Individual's AR Number <space> the Referrer's Frequent Flyer Programme Membership No.

E.g. SMS <MGM SGA201800005 8**> to 75665

The SMS must be received by BOC within the Promotion Period and in the format as specified above. The Referrer will receive an automatic SMS response acknowledging receipt of the SMS. Enrolment in the MGM Promotion is considered unsuccessful if the Referrer did not receive any automatic SMS response from BOC. An automatic SMS response does not constitute confirmation of eligibility or qualification for the Referral Gift.

**Please note that SMS charges by your network operator may apply.*

8. For the purposes of this Promotion, a "**New-to-Card**" applicant refers to an applicant who:
- a) is not an existing Principal and/or Supplementary Cardmember of the BOC Elite Miles World Mastercard; and
 - b) who has not terminated any Principal and/or Supplementary BOC Elite Miles World Mastercard within the last six (6) months.

A "**New-to-Bank**" applicant refers to an applicant who:

- a) is not an existing Principal and/or Supplementary Cardmember of any BOC credit cards; and
- b) who has not terminated any Principal and/or Supplementary BOC Credit Card within the last six (6) months.

Reward

9. The Reward and Referral Gift that Eligible Cardmembers earn under this Promotion is on top of existing BOC Elite Miles World Mastercard card benefit.
10. All BOC Bonus Points awarded under this Promotion (including the Reward and Referral Gift) is available on a first-come-first-serve basis, can only be converted to KrisFlyer Miles and is strictly non-transferable and non-exchangeable for cash, credit, cashier's orders, reward points or other objects or benefits, whether in whole or in part.
11. BOC reserves the right to substitute or replace the Reward and/or Referral Gift with an item of equal or similar value (to be determined by BOC in its sole discretion) at any time without prior notice, without assigning any reason and without any liability to any person.

12. At the point of crediting of the Reward and/or Referral Gift, the BOC Elite Miles World Mastercard of the Eligible Cardmember and his/her corresponding card account must not be suspended, cancelled and/or terminated for any reason, and should be in good standing and conducted in a proper and satisfactory manner as determined by BOC in its discretion (and BOC shall not be obliged to disclose its reasons for such determination). In the event that such BOC Elite Miles World Mastercard and/or corresponding card account is delinquent, terminated or suspended for any reason, BOC reserves the right to forfeit the Reward and/or Referral Gift at its sole discretion.
13. Subject to the fulfilment of these Terms and Conditions, a cardmember who has qualified for the Reward and/or Referral Gift shall receive the BOC Bonus Points within sixty (60) days from the end of each calendar month.

Terms and Conditions

14. For a cardmember to be eligible for the Promotion, his/her Card account must be valid (i.e. must not be suspended, cancelled and/or terminated), must be in good standing, and must be conducted in a proper and satisfactory manner, as determined by BOC in its absolute discretion (and BOC shall not be obliged to disclose its reasons for such determination). Each cardmember who fulfils the eligibility criteria above shall be referred to as an **“Eligible Cardmember”**, and collectively, the **“Eligible Cardmembers”**.
15. For the avoidance of doubt, an Eligible Cardmember may only participate in one promotion at any one time. In the event that an Eligible Cardmember qualifies for more than one promotion, BOC shall and without further notice, decide and reward Eligible Cardmembers at its absolute discretion. Unless otherwise stated, the Promotion is not valid with any other promotion and may not be used in combination or in conjunction with any other offers, discounts, rebates, vouchers, privileges or promotions by BOC.
16. For the purposes of the Promotion, **“Qualifying Spend”** shall refer to all retail transactions (including offline and online transactions) which are charged locally and overseas by the Eligible Cardmember to his/her principal BOC Elite Miles World Mastercard that:
 - a) have a transaction date falling within the Promotion Period;
 - b) have been successfully posted to the Eligible Cardmember’s statement of account for his/her BOC Elite Miles World Mastercard within the Promotion Period; and
 - c) are not Excluded Transactions (as defined in Clause [17] below).

For the avoidance of doubt, only transactions containing the terms below or matching the descriptions will be captured as Qualifying Spend under Category B (as defined in Clause [5] above):

- Flyscoot;
- SCOOT;
- Singapore Airlines;
- Singapore Air;
- SIA;
- KRISSHOP; and
- Pelago.

Please note that the list of descriptions above is subject to change by BOC at its discretion at any time without prior notice.

BOC shall not be responsible or liable for any delay in the transmission to BOC of any evidence of purchases by merchants or any other third parties.

17. For the purposes of this Promotion, **“Excluded Transactions”** shall refer to:

- a) any interest charges, card annual fees, finance charges, late payment charges, goods and services taxes, cash advances, fund transfers, purchases made through Instalment 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, payments to educational institutions, hospitals, financial institutions (including banks and brokerages) for financial service and real estate agents and managers, insurance payments, payments for betting through any channel (including but not limited to lottery, gambling, casino, horse/dog racing), cigar stores, any form of money transfer and remittance payments (including but not limited to Swiss Money Transfer, TransferWise and WorldRemit), and 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; or
- b) any transactions which are performed at merchants that fall into the exclusion categories or excluded organisations as set out under BOC’s Terms and Conditions Governing BOC Rewards Programme and such terms and conditions applicable to the BOC Elite Miles World Mastercard, including the BOC Cardmember Agreement.

18. In the event of any ambiguity, BOC retains the right to determine whether a transaction would count towards the amount of “Qualifying Spend” or would be classified as an Excluded Transaction (and BOC shall not be obliged to disclose its reasons for such determination).

19. For all non-Singapore dollar Qualifying Spend charged to the BOC Elite Miles World Mastercard, the transaction amount(s) posted in the Eligible Cardmember’s credit card statement (inclusive of the exchange rate conversion and commission, if any) will be used by BOC to determine if the Eligible Cardmember has met the Qualifying Spend under Clause [3].

20. All Qualifying Spend amounts charged and posted to the card accounts of all supplementary cards linked to the credit cards of an Eligible Cardmember shall be treated as Qualifying Spend made by the Eligible Cardmember. However, the Reward will only be awarded to the Eligible Cardmember. The Qualifying Spend amounts across all credit cards and associated supplementary cards shall be aggregated for the purposes of calculating the total Qualifying Spend in respect of the Promotion.

21. In the event that the Eligible Cardmember terminates his/her banking relationship with BOC within six (6) months of the expiry of the Promotion Period, BOC reserves the right to recover the value of any Reward and/or Referral Gift given to him/her under the Promotion (whether by charging or deducting any of his/her BOC Card account(s) or otherwise).

22. In the event that any transaction(s) made during the Promotion Period for the accumulation of the Qualifying Spend is reversed/refunded/rejected/disputed, BOC reserves the right to forfeit the Reward at its sole discretion.
23. BOC is entitled, for any reason and at any time, without liability, to rectify any errors in the computation of the Qualifying Spend, or otherwise adjust such computation.
24. In the event that a cardmember (including Eligible Cardmembers) wrongly receives the Reward and/or Referral Gift, BOC reserves the right, at its sole discretion, without prior notice and without any liability to any person, to recover the value of the Reward and/or Referral Gift from that cardmember, including to charge that cardmember with the full value of the Reward and/or Referral Gift or deduct the full value of the Reward and/or Referral Gift from his/her credit card account. No person shall be entitled to any payment or compensation from BOC should BOC exercise its discretion under these Terms and Conditions.
25. By participating in the Promotion, each Eligible 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 Promotion) to collect, use, process and disclose his/her personal data and information to any person for the purposes of the Promotion, and confirms that he/she has read and agrees to be bound by the terms of BOC Singapore's Personal Data Protection Policy, as may be amended, supplemented and/or substituted by BOC from time to time, an up-to-date copy of which can be found at www.bankofchina.com/sg/aboutus.
26. BOC reserves the right in its discretion to delete, amend, supplement or vary any of the terms and conditions of the Promotion (including those set out hereunder and in the SMS, Facebook and WeChat channel, collectively, these "**Terms and Conditions**") or extend, suspend or terminate the Promotion at any time without any notice or liability to any party. In such event, BOC shall not be held responsible notwithstanding that the Eligible Cardmember may have made a Qualifying Transaction.
27. BOC shall not be responsible for any failures or delays and shall not be liable in any way to any customer for any loss, damages, claims or expenses arising out of or in connection with this Promotion, including without limitation, any loss, damages or expenses incurred or sustained by reason of any late notification or non-notification by any party.
28. In the event of any inconsistency between the Terms and Conditions and any brochures, marketing or promotional materials relating to the Promotion, the Terms and Conditions shall prevail to the extent of such inconsistency. In the event that there is any inconsistency between any of these Terms and Conditions hereunder and any term of the BOC Cardmember Agreement, these Terms and Conditions shall prevail.
29. BOC's decision on all matters relating to the Promotion, including on whether a customer is an Eligible Cardmember or Qualified Cardmember within the meaning of these Terms and Conditions, shall be final, conclusive and binding on all customers. No appeals, correspondence or claims shall be entertained.

30. By participating in this Promotion, Cardmembers shall be deemed to have read, understood and accepted these Terms and Conditions. These Terms and Conditions are additional to, and shall be read together with the terms contained in the prevailing BOC Cardmember Agreement and other terms and conditions applicable to the BOC Elite Miles World Mastercard, which shall continue to apply.
31. A person who is not a party to these Terms and Conditions has no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any of these Terms and Conditions.
32. These Terms and Conditions shall be governed by the laws of Singapore and all customers and cardmembers irrevocably submit to the non-exclusive jurisdiction of the Singapore courts.
33. All information is correct at the time of publication.