## Terms and Conditions of "Harbour City Spending Rewards Program"

- 1. "Harbour City Spending Rewards Program" (the "Program") runs from 13 March to 31 May 2023, both dates inclusive (the "Promotion Period"). The Program is subject to limited quotas and available while quotas last. If quotas are full, the program will be ended earlier.
- 2. Unless otherwise specified, the Program is only applicable to the below means of payment:
  - i. Physical cards of BOC Credit Cards, BOC Dual Currency Cards and BOC Co-branded Cards issued in Hong Kong bearing the logo (the "Eligible Credit Card") or transactions made with Apple Pay, Google Pay, Samsung Pay or Huawei Pay with these physical cards (if applicable) ("Eligible Mobile Payments") but excluding BOC Credit Cards issued in the mainland and Macau, USD Credit Cards, Private Label Cards and Intown Cards, and/or;
  - ii. BoC Pay mobile app, which refers to QR Code payments made with the BoC Pay mobile app. The customer may settle payments by successfully binding the BoC Pay mobile app with a BOC Dual Currency Card issued in Hong Kong bearing the logo and/or Smart Account and/or Payment Account and/or Consumption Voucher Account ("BoC Pay")
- 3. Unless otherwise specified, this Program is only applicable to the promotion operated by Harbour City Estates Limited (the "Partner") and BOC Credit Card (International) Limited (the "Company"), and to transactions settled at merchants in Harbour City (the "Participating Mall") (except Gallery by the Harbour, banks and medical service merchants) (the "Eligible Merchants") during the Promotion Period (the "Eligible Transactions").
- 4. The customer is required to register as a HARBOUR CITYZEN and present the e-pass in "My Wallet" (the "Eligible Customer") in advance in order to join the Promotion. Each customer can register as a Member once only. The Partner reserves the right to request customers to present their proof of identity for verification.
- 5. During the Promotion Period, each Eligible Customer is entitled to redeem 2 pieces of "HK\$100 Selected Merchants Cash Voucher" upon same-day cumulative spending of HK\$5,000 with an Eligible Credit Card and/or BoC Pay ("Reward 1"); each Eligible Customer is entitled to redeem a HK\$500 Harbour City Gift Card and 3 pieces of "HK\$100 Selected Merchants Cash Voucher" upon same-day cumulative spending of HK\$40,000 with an Eligible Credit Card and/or BoC Pay ("Reward 2").
- 6. The Eligible Customer must present his/her physical Eligible Credit Card and/or Eligible Mobile Payment (if applicable) bearing the same card number as imprinted on the payment slips and/or relevant interface of BoC Pay transaction record (screenshots of the digital device are not accepted), together with the original copies of the valid merchant machine-printed invoices and the corresponding payment slips (the "Eligible Receipts") of Eligible Transactions in person at the designated redemption location at the Participating Mall where the transactions were made on the transaction day within the designated redemption time. If the transaction was made after 8pm, the customer can redeem during the redemption time on the day after the transaction was made. The last redemption date of the promotion period is 31 May 2023, late redemption will not be accepted. Receipts that are out of the Promotion Period are not accepted. The redemption time may change without prior notice, please check with the staff of Participating Mall for details. The customer redeeming the Reward(s) must be the person making the transactions. Staff of the Participating Mall reserves the right to ask for identity proof for the sole purpose of verification. The Partner may not process the redemption if the customer refuses to provide the above relevant information.
- 7. Same-day cumulative spending amount is based on a minimum of 1 and a maximum of 3 Eligible Receipts from different Eligible Merchants in the Participating Mall. Spending on different transaction days cannot be merged. Eligible spending amount is the final transaction amount charged after all applicable discounts, reductions and use of coupons. Spending on gift card purchases are not eligible.
- 8. The "HK\$100 Selected Merchants Cash Voucher" can be used as HK\$100 upon any spending at Lane Crawford, Facesss, city'super, LOG-ON, cookedDeli, Starbucks, adidas, adidas FTWR Supply, GigaSports

and UNIQLO at Harbour City. A maximum of 5 vouchers can be used in each transaction. Each Cash Voucher can be used once only. The total value of Cash Voucher will be deducted in full when used and any unused balance of Cash Voucher will be forfeited. Any outstanding balance after deducting the face value of Cash Voucher must be settled by Eligible Credit Card and/or BoC Pay. The vouchers redeemed from 13 March to 26 April 2023 are valid until 15 May 2023, the vouchers redeemed on or after 27 April 2023 are valid until 15 June 2023. The usage of Cash Vouchers are subject to terms and conditions. Please refer to the back of the voucher for details.

- 9. The customer will receive a Collection Letter ("Collection Letter") to claim a "HK\$500 Harbour City Gift Card" upon redemption of Reward 2. The customer is required to present his/her Eligible Credit Card and/or BoC Pay used for the transaction during collection of the Gift Card. The original Collection Letter issued from 13 March to 26 April 2023 must be redeemed on or before 31 May 2023, and the original Collection Letter issued on or after 27 April 2023 must be redeemed on or before 30 June 2023. Collection must be made in person at the Gift Card Sales Counter located at Level 4, Ocean Terminal, Harbour City. The Gift Card is valid for 12 months from the date it is collected. Please refer to the terms and conditions on the Collection Letter and Gift Card for details.
- 10. A "1-Hour Free Parking Coupon" will be offered with each redemption of Reward 1 or Reward 2. The coupon offered from 13 March to 26 April 2023 is valid until 15 May 2023. The coupon offered on or after 27 April 2023 is valid until 15 June 2023. The usage of parking coupon is subject to terms and conditions. Please refer to the back of the parking coupon for details.
- 11. Total quotas for Reward 1 and Reward 2 for redemption at the Participating Mall during the entire Promotion Period are 5,880 and 1,470 respectively. Each Eligible Customer can redeem Reward 1 and Reward 2 once each only. The quota of "1-Hour Free Parking Coupon" is 7,350. All quotas are available on a first-come-first-served basis, while stocks last. There will not be any prior notice if the quotas are full. The quotas are calculated based on the computer record of the Company and/or the Partner and/or the Participating Mall. Customers are suggested to check the redemption status at the redemption counter.
- 12. BoC Pay spending includes Eligible Transactions made by BoC Pay with a BOC Dual Currency Card and/or Smart Account and/or Payment Account and/or Consumption Voucher Account at Eligible Merchants. If using a BoC Pay Consumption Voucher Account, the usage will be restricted to the Consumption Voucher amount that has been stored, and other terms and conditions apply. The Smart Account/ Payment Account are subject to the transaction limit of up to HK\$10,000 per day or relevant terms & conditions. For details, please refer to "Help" or "Consumption Voucher Scheme" section in the BoC Pay App or contact Personal Customer Service Hotline on (+852) 3988 2388.
- 13. All original copies of Eligible Receipts used for rewards registration and redemption will be stamped by Participating Mall's staff after verification, to indicate reward(s) and "1-Hour Free Parking Coupon" have been redeemed. The staffs of Partner and Participating Mall reserve the right to make any marking on each set of Eligible Receipts during Reward redemption and registration. Customers cannot request refund from merchants with the original copy of machine-printed sales invoices that have been stamped. If a customer must get a refund, the customer must return the redeemed reward(s) and "1-Hour Free Parking Coupon" to the redemption counter prior to the refund, and the returned reward(s) will be automatically counted as invalid and will not be re-issued. For the avoidance of doubt, the refund shall be governed by the terms and/or restrictions of the relevant merchant(s).
- 14. Each set of Eligible Receipts can only be used to redeem either Reward 1 or Reward 2 once. Eligible Receipts used for Reward 1 redemption cannot be re-used to redeem Reward 2, and vice versa. Eligible Receipts used in this Program cannot be re-used for other promotions at the Participating Mall, and any amount exceeding the spending requirement for redemption cannot be retained and used for other promotions (except Harbour City VIC redemption and parking offer). The same Eligible Customer can redeem either Reward 1 or Reward 2 and "1-Hour Free Parking Coupon" once with the same-day spending at the same Eligible Merchant.

15. The redemption location, date and time are as follows:

Reward	Location	Date and time
Reward 1 and Reward 2	Level 2, Gateway Arcade (Near Shop GW 2217-18 ACCA KAPPA)	13 March to 31 May 2023, 12:30pm to 9pm

- 16. Reward 1, Reward 2 and "1-Hour Free Parking Coupon" cannot be cancelled, altered, transferred, refunded, or redeemed for cash or other gifts, and no change will be provided under any circumstance once they have been issued. They will not be re-issued in case of loss or damage. The Company and/or the Partner and/or the Participating Mall reserves the right to collect or cancel the Rewards used for sale.
- 17. The customer must keep all original copies of the Eligible Receipts. In case of dispute, the Company and/or the Partner and/or the Participating Mall may at any time ask a customer to submit these receipts, and/or further documents or evidence for inspection and record.
- 18. Merchant Staff at the Participating Mall are not eligible to participate in this Program. Merchant Staff at the Participating Mall cannot redeem the Reward(s) on behalf of the customers under any circumstance. The customer must redeem in person and redemption by third party is not accepted.
- 19. Redemption is only eligible for customers with original copies of the payment slips and merchant machine-printed invoices issued by the Eligible Merchants within the opening hours. The customer's payment slips issued by Eligible Merchants must clearly state the credit card number, merchant name, transaction date, spending amount, valid authorisation code and customer's signature (if applicable). The merchant machine-printed invoices must clearly state the merchant name, transaction date, spending amount and purchase items. Credit card statements, photocopies of payment slips / merchant machine-printed invoices, and transaction types displayed as "FPS" on BoC Pay are not accepted. The customer will not be eligible for redemption if he / she cannot present the original copies of the payment slips and merchant machine-printed invoices and/or the relevant Physical Eligible Credit Card and/or Eligible Mobile Payment and/or relevant interface of BoC Pay transaction record (for any reasons) on the transaction day, or if the information provided by the customer is incomplete. Eligible Receipts that are damaged, outdated or not clearly showing the relevant information are not accepted. All Eligible Receipts for the same redemption must be settled with an Eligible Credit Card and/or BoC Pay of the same HARBOUR CITYZEN member. The same customer can redeem the reward once only for same-day spending at the same merchant. Transactions from the same merchant cannot be split into multiple merchant machine-printed invoices or payment slips with the same or different credit card(s) or BoC Pay to participate in the program. Receipts splitting is not acceptable. Multiple redemptions by using different HARBOUR CITYZEN memberships of the same customer at the Participating Mall will not be accepted. Spending with different principal credit card and supplementary credit card will be counted separately.
- 20. Transactions at Gallery by the Harbour, transactions at hotels, value-adding receipts, and transactions for purchasing cash vouchers/gift vouchers/gift cards are not eligible for the Program. Receipts from bank charges, membership fee payments (including but not limited to gold club / jewellery club and fitness club), medical charges, insurance & investment fee payments, telecommunications services, bill payment services, car parking fees, car wash services, and receipts for wedding banquets, private and corporate functions at F&B outlets are not eligible. For instalment transactions, only the first month's

- instalment payment amount will be accepted for this Program and the remaining amount is not eligible for any other promotions. Photocopied, handwritten, duplicated and split receipts are not accepted.
- 21. For product deposit payments and deposit payments for dining bookings during the promotion period, the HARBOUR CITYZEN member is required to present corresponding Eligible Receipts of original machine-printed deposit payments and balance payments to redeem rewards, counted by the total value of deposit and balance payments on the day of product pickup or dining (last redemption date of product pickup or dining is 31 May 2023). Spending/ receipts for deposits cannot be used for reward redemption.
- 22. Any fraudulent, unauthorised, unposted, cancelled or refunded transactions will not be deemed as Eligible Transactions, and will not qualify for the Program. Only posted transactions with payment slip(s)/record(s) are eligible for the Program.
- 23. All transactions made via AlipayHK, WeChat Pay HK and UnionPay App and other designated payment means / e-Wallet as decided by the Company, and split transactions will not be accepted.
- 24. During the redemption process, staff of Participating Mall / the Partner reserves the right to record the first and last 4 digits of the Eligible Credit Card or BoC Pay account (if applicable) of each Eligible Customer and the information such as spending amount stated on the Eligible Receipts, and make photocopies of the receipt(s) and relevant electronic payment receipts for the purpose of registration and verification. The personal information collected is limited to the use of this Program only and will be destroyed 3 months after the Program has ended. By providing the above information, customers have agreed on the collection of related data and understand the purpose of the use of such data. All personal information collected is subject to relevant terms and conditions of the Participating Mall. The Company does not accept any liability arising in conjunction with the personal information collected.
- 25. The Company will verify the transaction record of the relevant credit card or BoC Pay account to confirm the customer's eligibility for registration and entitlement of the Rewards. In case of discrepancy between the Company's record and details recorded on the payment slip, the Company's record shall prevail. For any cancelled / refunded transactions, the Company has the right to and will be entitled to debit the equivalent amount of the Reward(s) so granted to the customer from the relevant credit card or BoC Pay account directly without prior notice.
- 26. Should there be any illegal or fraudulent act or violation of promotion rules committed by a customer, Bank of China (Hong Kong) Limited ("BOCHK") / the Company / the Partner / Participating Mall has the right of forfeiture of a customer's eligibility to participate in this Program and reserve the right to take legal action in such instances.
- 27. The status of the Eligible Customer's credit card accounts and/or BoC Pay accounts must be valid, normal and in good credit at the time the Rewards are received in order to be eligible for this Program. In the event of violation of the Card User Agreement, Credit Card User Agreement or Credit Card Agreement, termination of the accounts, overdue payment or bad credit record, BOCHK / the Company / the Partner/ Participating Mall has the right of forfeiture of a customer's eligibility of Rewards redemption without prior notice.
- 28. BOCHK and/or the Company are not the providers of the goods or the services of the merchant. Any enquiries or disputes relating to the goods and services should be directed to the merchant. BOCHK and/or the Company gives no representation or guarantee as to the goods and services provided by the merchant (including but not limited to the quality and quantity of goods), and does not accept any liability arising in conjunction with the goods and services provided by the merchant. The merchant is solely responsible for all obligations and liabilities relating to the goods and services. BOCHK and/or the Company shall not be responsible for the quality of the goods or the services, or any additional promotional offers / discounts provided by the Participating Mall. Please check with the staff of the Participating Mall for the latest details and terms and conditions of the offers.

- 29. BOCHK and/or the Company and/or the Partner and/or Participating Mall reserve the right to amend, suspend or cancel the Program or its terms and conditions and the right of final decision on all matters and disputes.
- 30. The Program is subject to their respective terms and conditions. For details, please refer to the relevant promotion materials, or make enquiries to the staff of the Partner and/or Participating Mall and/or BOCHK and/or the Company.
- 31. All information and images are for reference only.
- 32. These terms and conditions of the Program are governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.
- 33. No person other than the customers, Partner, Participating Mall, BOCHK and/or the Company will have any rights under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefits of any of the provisions of these terms and conditions.
- 34. Please download the BoC Pay mobile app from official application stores or the BOCHK website, and ensure the search wording is correct (i.e. "BoC Pay"). iPhone users may download BoC Pay via the App Store; Android users may download BoC Pay via Google Play, Huawei AppGallery or the BOCHK website. By using the BoC Pay mobile app, the customer agrees to be bound by the contents of the relevant disclaimer and privacy policy posted on the BoC Pay mobile app and which may be updated by BOCHK from time to time. For more details, please refer to Menu>Settings>About> Related Terms & Conditions>Terms and Conditions for BoC Pay. Recommended Operating Systems are iOS (14.0 or above) and Android (8.1 or above). Customers are responsible for the data charges of downloading and/or using BoC Pay imposed by their service providers. Apple and the Apple logo are trademarks of Apple Inc., registered in the U.S. and other countries. App Store is a service mark of Apple Inc. Google Play and the Google Play logo are trademarks of Google LLC. Huawei App Gallery is provided by Huawei Services (Hong Kong) Co., Limited.
- 35. By using the BOCHK mobile applications, the customer agrees to be bound by the contents of the relevant disclaimer and privacy policy posted on the BOCHK mobile applications which may be updated from time to time.
- 36. Mobile Payment / e-Wallet Applications are the third parties' Mobile Applications. Third parties' Mobile Payment / e-Wallet Applications are subject to such service providers' terms and conditions. The Company is not the service provider of the third parties' Mobile Payment Applications. If customers have any enquiries or complaints about the third parties' Mobile Payment Applications, please directly contact the service providers. The Company gives no guarantee on the third parties' Mobile Payment Applications of the service providers, and does not accept any liability arising in conjunction with the use of the Mobile Payment Applications or the services provided by the service providers.
- 37. The Company has not reviewed or verified the information in the third parties' Mobile Applications or any materials, products, services or privacy practices posted or offered therein or thereat, and shall not be under any circumstances liable to any loss (whether in negligence or otherwise) whatsoever or howsoever that customers may sustain arising from the use of any information, materials, products, services, or privacy practices posted or offered by the third parties' Mobile Applications. The Company does not nor does not mean to endorse or recommend any information, materials, products or services posted or offered at the third parties' Mobile Applications. Not shall the Company be liable for any inaccuracy or failure of any information, materials, products or services posted or offered at the third parties' Mobile Applications. Please read the terms and conditions and the relevant disclaimer(s) and privacy policy that may be contained in the third parties' Mobile Applications.
- 38. Apple Pay is a trademark of Apple Inc., registered in the US and other countries. For compatible devices and more details about Apple Pay, please refer to www.apple.com/hk/apple-pay. Google Pay is not applicable to BOC Commercial Cards and BOC Dual Currency Cards. Google Pay is a trademark of Google Inc. Google Pay works with NFC capable Android™ devices running Android Lollipop 5.0 or higher. Samsung Pay is not applicable to BOC Commercial Cards and BOC Dual Currency Cards. Samsung Pay is

a trademark of Samsung Electronics Co., Ltd. Samsung Pay only supports NFC payments. For compatible devices and more details about Samsung Pay, please refer to www.samsung.com/hk/samsungpay/#samsung-pay. Huawei Pay is not applicable to BOC Commercial Cards. Huawei Pay is a trademark of Huawei Technologies Co., Ltd., registered in China and other countries. For compatible devices and more details about Huawei Pay, please refer to the Hong Kong website of Huawei Pay.

- 39. Details and related terms and conditions of "So Three Amazing Rewards" Promotion: www.bochk.com/s/a/ms2023\_e.
- 40. Please visit www.bochk.com/cc/s/pc/e/ and www.bochk.com/s/a/vi\_e for details, and terms and conditions of "Earn 10X Credit Card Points on gourmet dining with BOC Private Card/ BOC Visa Infinite Card".
- 41. Should there be any discrepancy or inconsistency between the English and the Chinese versions of these terms and conditions, the Chinese version shall prevail.

BoC Pay SVF License Number: SVFB072

Reminder: To borrow or not to borrow? Borrow only if you can repay!