

## **ICBC Koipy Dual Currency Credit Card – Cashback Promotion**

### **(“Cashback Promotion”) Terms and Conditions**

1. This Cashback Promotion is valid from 1 April 2017 onwards until such time ICBC notifies otherwise (“**Promotion Period**”). The Promotion is open to all eligible ICBC Koipy Dual Currency Platinum/Gold Credit Cards issued by our Singapore Branch (“**Card**”). By participating in this Promotion, Cardmembers agree to be bound by the Terms and Conditions hereunder.
  
2. To qualify for the Cashback Promotion, you will need to incur a minimum spend amount (“**Qualifying Spend**”) during the Promotion Period. You will be entitled to receive the Cashback corresponding to the Spend Tier which your total spend amount falls under for that calendar month:

<b>Spend Tier</b>	<b>Qualifying Spend</b>	<b>Cashback</b>	<b>Maximum Cashback a month</b>
1	Below S\$1000	1%	S\$60
2	S\$1000 and above	3%	

3. Qualifying Spend is calculated based on:
  - a. posted local and overseas retail transactions charged at UnionPay Merchants during the Promotion Period (“**Qualifying Transactions**”); and
  - b. shall include all Qualifying Transactions charged to the Supplementary Credit Card under the Principal Credit Cardmember.
  
- 3A. To clarify: (i) the following transactions are excluded:
  - a. all cash advances, fees and charges;
  - b. annual fees, interests, late payment fees and charges, goods and services taxes or any other fees and charges incurred as a result of using the Credit Card;
  - c. any top-ups or payment of funds to any prepaid cards and any prepaid accounts including without limitation to the following accounts or any other accounts as we may specify from time

to time: EZ LINK PTE LTD, EZ LINK PTE LTD (FEVO), EZ-LINK PTE LTD SINGAPORE, EZ-LINK TOP-UP KIOSK, EZ-LINK (IMAGINE CARD), EZLINK\*, EZ LINK, EZLINKS.COM, FLASHPAY ATU, TRANSITLINK\*, TRANSIT LINK\*, TRANSIT LINK PL, TRANSIT, MB\* MONEYBOOKERS.COM, WWW.IGMARKETS.COM.SG, OANDAASIAPA, OANDA ASIA PAC, PAYPAL \* BIZCONSULTA, PAYPAL \* OANDAASIAPA, PAYPAY\*, CAPITALROYA, Saxo Cap Mkts Pte Ltd and SKR\*SKRILL.COM;

- d. any securities brokers, dealers, trading, or forex related transactions;
- e. any payment of insurance premiums;
- f. any real estate related transactions;
- g. school fees or any other education related fee transactions;
- h. any AXS transactions (except AXS Pay+ Earn transactions with "Pay+ Earn" description);
- i. any tax payments;
- j. any transaction subsequently cancelled, void or reversed;
- k. any payment for any outstanding balance owing on the Credit Card account from previous and/or other months;
- l. any POI funding transactions;
- m. any disputed transactions;
- n. any tax refunds credited into the Credit Card account (including Supplementary Credit Card account); and
- o. any other excluded transactions as we may inform you in advance from time to time.

and (ii) the total spend amount will be rounded to the nearest dollar.

3B. In the event of an ambiguity, ICBC reserves the right to determine whether the particular transaction is a Qualifying Transaction.

4. If the spend amount is made in foreign currency, it will be converted to

Singapore dollars (at the prevailing foreign exchange rates as determined by ICBC) for determination of Qualifying Spend.

5. Each eligible Principal Cardmember is only entitled to one (1) Cashback per calendar month in accordance to the Spend Tier which their total spend amount falls under, and will receive the Cashback credited into the respective Credit Card within 30 business days from the end of each month.
6. The award of ICBC Reward Points will be suspended whilst this Cashback Promotion is ongoing.
7. Unless otherwise stated, this Cashback Promotion cannot be combined with other cashback promotions.
8. You will not be eligible for this Promotion if at the time of fulfillment:
  - a. your Card Account is not in good standing and is overdue;
  - b. your Card has been reported lost or stolen;
  - c. your Card has been frozen for any reason;
  - d. your Card is cancelled or terminated for any reason;
  - e. you violated the terms of your ICBC Credit Card Cardmember's Agreement or ICBC Rewards Terms and Conditions;
  - f. we believe or suspect that any transaction is illegal, fraudulent, dishonest or unauthorized; or
  - g. you transfer or cancel your Card before the Cashback credited to you.
9. Cashback earned in that calendar month shall only be used to offset Singapore dollar transactions incurred in the following calendar month.
10. Cashback withdrawn from your Card Account will be treated as a cash advance, and interest, fees and charges are applicable.

11. The Cashback is neither transferable nor exchangeable for credits, other gifts or otherwise refundable in part or in full.
12. In the event that a Principal Cardmember or Supplementary Cardmember's Card is no longer in good standing, or in circumstances otherwise determined by us as not eligible, we shall reserve the right to debit and set off the Cashback from your ICBC Credit Card or any other accounts you may have with us.
13. We shall not be liable for any failure or delay in the transmission of the transactions by any party including but not limited to merchant establishments.
14. We reserve the right to replace or substitute this Cashback Promotion with any other gifts of equal or similar value of our choice at any time, without notice or assigning any reason thereof.
15. We may at our absolute discretion, and without notice or assigning any reason thereof, delete, vary, supplement, amend or modify any one or more of the terms and conditions of this Cashback Promotion, including but not limited to the Qualifying Spend.
16. We reserve the right to terminate this Cashback Promotion without prior notice to you, and accept no liability for such termination.
17. These Terms and Conditions are to be read together with our ICBC Credit Card Cardmember's Agreement ("**Cardmember's Agreement**"). In the event of inconsistencies between these terms and the Cardmember's Agreement, these terms shall prevail only to the extent of such inconsistency.
18. These Terms and Conditions are governed by Singapore law and by participating in this Cashback Promotion, you agree to submit to the non-exclusive jurisdiction of the Singapore courts.

19. Our decision in all matters arising from this Cashback Promotion is final, conclusive and binding on all participating Cardmembers.

20. The promotional materials are prepared in English and Chinese, in the event of inconsistency, the English version shall prevail.

All information is correct as 28<sup>th</sup> February 2020