ICBC Credit Card – Receive Shopping Vouchers worth up to S\$250 For Qualifying Overseas Spend ("Promotion") Terms and Conditions

Promotion Period:

This Promotion is valid from 1 June 2022 till 31 August 2022 (both dates inclusive).

Eligibility Criteria:

This Promotion is open to all ICBC Cardmembers who hold a debit Card and credit cards issued by ICBC Singapore branch ("Qualifying Card") issued by ICBC Singapore and the card account has been satisfactorily conducted and remains active ("Eligible Cardmembers").

Promotion Details:

Participating Eligible Cardmembers's Qualifying Overseas Spend amount ("Spend Amount") will be calculated at the end of the Promotion. Participating Eligible Cardmembers will be placed under Tier 1, Tier 2 or neither based on his/her Spend Amount. If Participating Eligible Cardmember belongs to either Tier 1 or Tier 2 and he /she is one of the top spenders with the highest Spend Amounts among all the Eligible Cardmembers in that Tier, he/she will be entitled to receive the shopping vouchers for that Tier.

| Tier | Tier Spend Amount | Shopping Voucher (e.g., Takashimaya/ NTUC/CapitaLand) | Number of Top Spenders in the Tier |
|------|---|---|---------------------------------------|
| 1 | Equal to or more than S\$ 10,000 (equivalent in any foreign currency) | S\$ 250 | 40 |
| 2 | Between S\$ 3,000 to S\$9,999 (equivalent in any foreign currency) | S\$ 80 | 200 |

Qualifying Overseas Spend means a qualifying transactions that (i) is transacted in a foreign country (i.e. not in Singapore) by reference to the physical location of the merchant outlets (for online transaction the location is to be determined by the merchant's acquiring bank which determination shall be conclusive) and (ii) the payment for which transaction is not made in Singapore Dollar.

ICBC Singapore Terms and Conditions

- 1. By participating in this Promotion, you agree to the terms and conditions set out below (including any amendments to the terms after this).
- 2. The Promotion is valid during the Promotion Period only.

- 3. Qualifying Overseas Spend means a qualifying transactions that (i) is transacted in a foreign country (i.e. not in Singapore) by reference to the geographic location of the merchant outlets from and (ii) is not denominated in Singapore Dollar.
- 4. Participating Eligible Cardmembers's Qualifying Overseas Spend amount ("Spend Amount") will be calculated at the end of the Promotion and:
 - 1) Participating Eligible Cardmembers whose Spend Amount is not less than S\$10,000 will be placed under Tier 1 group ("Tier 1 Group");
- 2) Participating Eligible Cardmembers whose Spend Amount is not less than S\$3,000 but is less than S\$ 10,000 will be placed under Tier 2 group ("Tier 2 Group").
- 5. Participating Eligible Cardmembers
 - in the Tier 1 Group will be ranked according to their Spend Amounts in descending order and the top 40 Eligible Cardmembers in Tier 1 Group will be entitled to receive Shopping Voucher worth S\$250.
 - in the Tier 2 Group will be ranked according to their Spend Amounts in descending order and the top 200 Eligible Cardmembers in Tier 2 Group will be entitled to receive Shopping Voucher worth S\$80.

For the avoidance of doubt, Eligible Cardmembers belong to one Tier Group shall not participate in the ranking of the other Tier Group.

- 6. The voucher will be posted to entitled participating Eligible Cardmembers' mailing address within thirty (30) working days after the end of Promotion Period. The mailing address will base on the Eligible Cardmember's last known registered mailing address in ICBC Singapore's records. ICBC Singapore assumes no liability for any letter and/or voucher that is lost during mailing.
- 7. The voucher is neither transferable nor exchangeable for cash, credits, other gifts or otherwise refundable in part or in full.
- 8. Types of the voucher (including its issuers) and combination thereof that Eligible Cardmembers may receive will be determined by ICBC Singapore in its absolute discretion.
- ICBC Singapore reserve the right to replace or substitute the voucher with any other gifts of equal or similar value of our choice at any time, without notice or assigning any reason thereof.
- 10. All qualifying transactions charged to the supplementary card will be calculated as qualifying transactions under the principal card.
- 11. In the event that the Eligible Cardmember holds more than one (1) Qualifying Card(s), the qualifying transactions across all Qualifying Card(s) will be combined to determine the total spend amount in qualifying transactions.
- 12. Qualifying Overseas Spend means a qualifying transactions that (i) is transacted in a foreign country (i.e. not in Singapore) by reference to the physical location of the merchant outlets (for online transaction the location is to be determined by the merchant's acquiring bank which determination shall be conclusive) and (ii) is not denominated in Singapore Dollar.

- 13. Qualifying transactions shall refer to retail transactions, online transactions and foreign currency transactions charged to the Qualifying Card and posted from 1 June 2022 to 31 August 2022. For the avoidance of doubt, if transaction was made on or before 31 August 2022 and posted on 1 September 2022, this transaction would not be considered as qualifying transaction under this Promotion.
- 14. Subject to the posting time as above, foreign currency transactions which are denominated in a currency shall be converted into Singapore Dollars based on the Bank's prevailing foreign currency exchange rates for the purposes of calculating qualifying transactions.
- 15. Qualifying transactions excludes the following transactions:
 - 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 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 mayspecify 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 payment to securities brokers or dealers, or any 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;
 - i) any tax payments;
 - j) any transaction subsequently cancelled, void or reversed;
 - any payment for any outstanding balance owing on the Credit Card account from previous and/or other months;
 - I) any POI funding transactions;
 - m) any disputed transactions;
 - n) any tax refunds credited into the Card account (including supplementary Card account);
 - o) any payment made with the following Merchant Category Code ("MCC"); and

| MCC | Description |
|------|---|
| 4829 | Wire Transfer/Money Orders |
| 5199 | Nondurable Goods (Not Elsewhere Classified) |
| 5960 | Direct Marketing - Insurance Services |
| 6012 | Financial Institutions |
| 6050 | Quasi Cash - Financial Institutions, Merchandise and Services |
| 6051 | Non-FI, Money Orders |
| 6211 | Security Brokers/Dealers |
| 6300 | Insurance Underwriting, Premiums |

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| 6513 | Real Estate Agents and Managers - Rentals |
| 6529 | Remote Stored Value Load - Financial Institute Rentals |
| 6530 | Remote Stored Value Load - Merchant Rentals |
| 6540 | POI Funding Transactions |
| 7995 | Betting/Casino Gambling |
| 8062 | Hospitals |
| 8211 | Elementary, Secondary Schools |
| 8220 | Colleges, Universities |
| 8241 | Correspondence Schools |
| 8244 | Business/Secretarial Schools |
| 8249 | Vocational/Trade Schools |
| 8299 | Educational Services |
| 8651 | Organizations, Political |
| 8661 | Organizations, Religious |
| 8699 | Organizations, Membership (Not Elsewhere Classified) |
| 9211 | Court Costs, Including Alimony and Child Support - Courts of Law |
| 9222 | Fines - Government Administrative Entities |
| 9223 | Bail and Bond Payments |
| 9311 | Tax Payments - Government Agencies |
| 9399 | Government Services (Not Elsewhere Classified) |
| 9402 | Postal Services - Government Only |
| | |

- p) any transactions as may be prescribed or amended by ICBC Singapore from time to time, without prior notice or being liable to cardholders.
- 16. You will not be eligible for this Promotion if at the time of fulfillment:
 - a) your Qualifying Card is not in good standing and is overdue;
 - b) your Qualifying Card has been reported lost or stolen;
 - c) your Qualifying Card has been frozen for any reason;
 - d) your Qualifying Card and/or card account is suspended, cancelled or terminated for any reason during the Promotion Period;
 - e) where applicable, you violated the terms of your ICBC Credit Card Cardmember's Agreement or ICBC Singapore Dual Currency Debit Card Agreement; or
 - f) we believe or suspect that any transaction is illegal, fraudulent, dishonest, or unauthorized.
- 17. We shall reserve the right to disqualify Eligible Cardmembers from this Promotion if the Qualifying Card is no longer in good standing, or in circumstances otherwise determined by us as not eligible for the Promotion.
- 18. 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. We shall not be liable for any late posting of the transactions thereby affecting your eligibility for this Promotion.
- 19. We shall not accept any liability in relation to the voucher offered under this Promotion. We give no representation or warranty with respect to the quality of the voucher or their suitability

for any purpose and shall not be responsible for any consequence, loss, injury, claim, or damage suffered or incurred from or in connection with the Promotion and/or mailing or use of the voucher. Any dispute about same must be resolved directly with the voucher's issuer. We shall not be responsible for any loss, injury, claim, or damage suffered or incurred as result of the use of the voucher.

- 20. By participating in this Promotion, participating cardmembers consent under the Personal Data Protection Act (Cap. 26 of 2012) to the collection, use and disclosure of the participating cardmember's personal data by/to ICBC Singapore's agent or vendors and such other third party for the purpose of the Promotion and participating cardmembers agree to be bound by the terms of ICBC Singapore Privacy Policy, a copy of which can be found on https://singapore.icbc.com.cn/.
- 21. 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 Promotion.
- 22. We reserve the right to terminate this Promotion without prior notice to you and accept no liability for such termination.
- 23. These Terms and Conditions are to be read together with our prevailing ICBC Credit Card Cardmember's Agreement and ICBC Singapore Dual Currency Debit Card Agreement (collectively "Cardmember's Agreements") (and may be subject to changes from time to time). In the event of inconsistencies between these terms and Cardmember's Agreements, these terms shall prevail only to the extent of such inconsistency.
- 24. These Terms and Conditions are governed by Singapore law and by participating in this Promotion, you agree to submit to the non-exclusive jurisdiction of the Singapore courts. A person who is not a party to any agreement governed by these terms and conditions shall have no right under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce any of these terms and conditions.
- 25. Our decision in all matters arising from this Promotion is final, conclusive, and binding on all participating cardmembers.
- 26. The promotional materials for this Promotion may be prepared in English and Chinese, in the event of inconsistency, the English version shall prevail.

All information is correct as of 26 May 2022.

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