

## ICBC Rewards Terms and Conditions

### 1. DEFINITIONS

“**Bank**”, “**ICBC**”, “**us**”, “**we**” “**our**” mean Industrial and Commercial Bank of China Limited, Singapore Branch including its successors and assigns.

“**Card**” means an ICBC credit card (including UnionPay Dual Currency Credit Card and Visa Dual Currency Credit Card) issued by the bank.

“**Card Account**” means the SGD sub-account, the RMB sub-account, the USD sub-account, or any other sub-accounts the Bank may link to the card for the settlement of Card Transactions.

“**Cardmember**” or “**you**” for Credit Card means a Principal Cardmember of the Credit Card and includes the Supplementary Cardmember where the context requires.

“**Cardmember Agreement**” means the credit card cardmember agreement in respect of the Cards.

“**Merchant**” means an individual, firm, company engaged in the business of selling and/or providing goods and/or services, benefits or other privileges comprising ICBC Rewards.

“**ICBC Points**” means the rewards points awarded under these Terms.

“**ICBC Rewards**” means anything, including but not limited to goods or services or vouchers we allow you to redeem with ICBC Points.

“**ICBC Rewards Period**” means a promotion validity period specified by us in every promotion from time to time.

“**S\$**” or “**Singapore Dollars**” means the lawful currency of Singapore.

“**RMB**” or “**Renminbi**” or “**¥**” is the lawful currency of Mainland China.

“**USD**” or “**US Dollar**” or “**US\$**” is the lawful currency of United States of America.

“**Terms**” means this ICBC Rewards Terms and Conditions.

Unless the context otherwise requires, words referring to the male gender shall include the female gender and neuter gender and words referring to the singular number shall include the plural number and vice versa. The headings to clauses are inserted for convenience of reference only.

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

These Terms are to be read together with the Cardmember Agreement and form an integral part of the same. In the event of inconsistencies, these Terms prevail in so far as the mechanism redeeming of any ICBC Rewards.

### 2. ICBC POINTS

2.1. Unless we specify otherwise, every S\$1 charged to the Card earns you three (3) ICBC Points.

2.2. Charges made to the Card with any other foreign currency other than S\$ will be converted to S\$ and rounded down to the nearest cent before calculation of the ICBC Points. Unless otherwise

agreed, conversion will be made on the day the Card is charged.

2.3. All spend made by the supplementary Cardmember will be considered as spend by Principal Cardmember for purposes of calculation of ICBC Points. ICBC Points is calculated based on the amount of each Card transaction charged to the Card Account, rounded down to the nearest whole number.

2.4. If a Cardmember has more than one Card account, ICBC Points earned on all such Cardmember's Cards can be combined.

2.5. We reserve the right to amend, vary or modify the mechanism of the reward, computation of ICBC Points from time to time without prior notice.

2.6. Purchases made with the Card which have yet to be posted to your Card Account by the Merchant will not be taken into consideration when computing the total ICBC Points.

2.7. Unless we agree otherwise, the ICBC Points is not exchangeable with cash and/or cannot be used to offset any payment due to us.

2.8. ICBC Points will be reflected in the statement of account for the Card.

2.9. Unless we agree otherwise, all unutilised ICBC Points will be automatically forfeited and cancelled upon the expiry or termination of the Card, or the termination of the Card Account, or upon death.

2.10. Annual Card Fees, interests, late payment charges, goods and services taxes, cash advances, fund transfer and other fees and charges will not be taken into account in the award and computation of ICBC Points.

2.11. ICBC Points are not the property of the Principal or Supplementary Cardmember. ICBC Points may not be sold, attached, seized, levied upon, pledged, or transferred under any

circumstances, including, without limitation, by operation of law, upon death, or in connection with any domestic relations dispute.

2.12. Unless we agree otherwise, ICBC Points are not exchangeable or redeemable with cash or credit and cannot be used to offset any outstanding balance due on the Card or any fees and charges on the Card.

2.13. We reserve the right to determine the ICBC Points required for any redemption of ICBC Rewards.

2.14. If the ICBC Rewards are redeemable with ICBC Points and cash in combination, you must pay the required cash portion using our Card.

### **3. ICBC REWARDS**

3.1. ICBC Rewards are not refundable or exchangeable for cash and cannot be used in conjunction with other promotions, discounts, privileges or offers, unless otherwise stated.

3.2. We may allow you to redeem ICBC Rewards based on individual promotion from time to time and the ICBC Rewards must be redeemed or utilised within each individual ICBC Rewards Period stipulated. Please check to ensure you are aware of the expiry date of the ICBC Rewards before using it. Expired ICBC Rewards are not exchangeable. ICBC Rewards cannot be replaced if it is lost, defaced, torn, damaged or stolen for whatever reason.

3.3. You must bring along your identification documents, the Card and other document evidencing your right to redeem the ICBC Rewards when redeeming any ICBC Rewards at any Merchants. ICBC Rewards redeemable from the Merchants are subject to availability and further terms as may be imposed by the Merchant. By making any redemption, you are deemed to have accepted all the Terms herein and the terms imposed by the Merchants.

3.4. ICBC Rewards may be in the form of vouchers or any goods or service provided by any Merchants of our choice. We reserve the discretion in the selection of Merchants and need not give you any reason for selection of any Merchant or otherwise.

3.5. We are not an agent of the Merchant participating in the ICBC Rewards. We are not in any way be liable or responsible for any quantity, quality, performance, or fitness purpose of any ICBC Rewards given or redeemed by or from the Merchants or any acts or default of the Merchant. Disputes if any must be resolved directly with the Merchant.

3.6. All hotel stays are subject to availability of rooms. Reservations and payments (where applicable) must be done using your card. No walk-ins will be entertained and the hotels reserve the right to impose a one-night charge for late cancellations and no-shows.

3.7. We are not liable to any person for any losses, damages, claims, liabilities or expenses incurred or suffered by any person as a result of usage of any ICBC Rewards.

3.8. Redemption of any form of ICBC Rewards is subject to your Card Account being in good standing, as determined by ICBC in its sole discretion. Expired and/or Terminated Cards are not eligible for any ICBC Rewards and any other redemption conditions we or the Merchants may impose from time to time based on the individual promotion.

3.9. Redemption of any ICBC Rewards are always on a first come first serve basis and subject to availability. We or the Merchant reserve the right to replace any ICBC Rewards with another reward of similar value.

3.10. If your ICBC Points are deleted, revised, corrected by us due to any reason after you redeem any ICBC Rewards, you must pay us such difference between the value of the goods or services and the amount stated in your ICBC

Rewards. You authorize us to deduct such cash amount due from your Card Account (even if the deduction may result in your Card Account going into overdraft).

#### **4. OTHERS**

4.1. You (including your Supplementary Cardmember) authorize us to disclose any information regarding you, your Supplementary Cardmember and your Card Account to any third parties for the purpose of redeeming any ICBC Rewards.

4.2. We reserve the right to revoke, deduct and/or recompute any ICBC points awarded in the event that you and/or a Supplementary Cardmember fails to effect due payment for the Card Transactions and/or if a Card Account is closed or terminated by the Cardmember or us as the case may be.

4.3. Any abuse or fraud in respect of the issuance of ICBC Points and ICBC Rewards may result in the cancellation of accrued ICBC Points and any ICBC Rewards already redeemed.

4.4. We reserve the right to use any agents, contractors, vendors or third parties to administer and/or implement these Terms and we are not liable to any person for any act of omission or neglect on the part of such agents, contractors, vendors or third parties.

4.5. These Terms shall be governed by and construed in accordance with the laws of Singapore and the parties submit to the non-exclusive jurisdiction of the courts of Singapore.

4.6. We may change the any Terms herein. If we do so, we will give you at least 30 days prior notice. We will communicate the change to you via email, facsimile, letter, displaying it at our branch or Automatic Teller Machine, our website, local mews paper at our discretion.

4.7. We may without giving you prior notice suspend or discontinue the ICBC Rewards at any time.

4.8. In the event of any inconsistency between these Terms and any brochure, marketing material relating to a promotion, these Terms shall prevail.

4.9. Our decision on all matters pertaining to all matters herein shall be final and binding on Supplementary Cardmember and you.

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