

# ICBC Mastercard<sup>®</sup> Credit Card – Top Spenders: Win 3D2N Resorts World Sentosa Staycation Package ("Promotion") Terms and Conditions

#### **Promotion Period:**

This Promotion is valid from 1 December 2022 till 31 January 2023 (both dates inclusive).

#### **Promotion Details:**

Top 3 spenders on ICBC Mastercard Credit Card during the Promotion Period will be awarded **ONE (1)** 3D2N Resorts World Sentosa Staycation Package inclusive of daily breakfast for two.

## **Applicable ICBC Mastercard Credit Cards:**

- ICBC Global Travel Mastercard Credit Card
- ICBC Chinese Zodiac Credit Card

# **Eligibility Criteria:**

You will qualify for the Promotion ("Eligible Cardmember") if:

- (a) you are an individual who holds ICBC Mastercard Credit Card (ICBC Global Travel Mastercard Credit Card or ICBC Chinese Zodiac Credit Card) issued by ICBC Singapore ("Card") and your Card account is satisfactorily conducted and remains active; and
- (b) you are among the top 3 Eligible Cardmembers with the highest amount charged to the Card of qualifying transactions (minimum spend of \$\$4,000.00) within the Promotion Period.

**Please note:** Mastercard does not assume any responsibility for any products and services offered under the Promotion. The products and services have not been certified by Mastercard and under no circumstances shall the inclusion of any product or service in the Promotion to be construed as an endorsement or recommendation of such product or service by Mastercard.

#### **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).
- The Promotion is valid during the Promotion Period. The top 3 Eligible Cardmembers with the highest amount charged to the Card of qualifying transactions during the Promotion Period will each receive <u>ONE (1)</u> 3D2N Sentosa Staycation Package inclusive of daily breakfast for two (worth S\$1,800.00) ("Prize").
- 3. Each Eligible Cardmember is entitled to a maximum of **ONE (1)** Prize upon meeting the terms and conditions of this Promotion.
- 4. Eligible Cardmembers who qualify to receive the Prize will be notified via SMS and/or email, and the redemption letter will be posted to entitled Eligible Cardmembers' mailing address within forty-five (45) working days after the end of Promotion Period. Notification SMS and/or email, and post will be directed to Eligible Cardmember's last known phone number and/or emailing and mailing address registered in ICBC Singapore's records. Eligible Cardmember is



to follow the instructions on the letter to book his/her hotel stay. ICBC Singapore assumes no liability for any letter and/or voucher that is lost during mailing.

- 5. The Prize is neither transferable nor exchangeable for credits, other gifts or otherwise refundable in part or in full.
- 6. All qualifying transactions charged to the supplementary card will be calculated as qualifying transaction under the principal card.
- 7. Qualifying transactions shall refer to retail transactions, online transactions and foreign currency transactions charged to the Card and posted during the Promotion Period. For the avoidance of doubt, if transaction is made on 31 January 2023 and posted on 1 February 2023, this transaction would not be considered as qualifying transaction under this Promotion.
- 8. Subject to the posting time as above, foreign currency transactions which are denominated in a currency other than Singapore Dollars shall be converted into Singapore Dollars based on the Bank's prevailing foreign currency exchange rates for the purposes of calculating qualifying transactions.
- 9. 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 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;
  - i) any tax payments;
  - i) any transaction subsequently cancelled, void or reversed;
  - k) any payment for any outstanding balance owing on the 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
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
9405	Intra-Government Purchases - 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.
- 10. 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 and/or Card account is suspended, cancelled or terminated for any reason during the Promotion;
  - e) you violated the terms of your ICBC Credit Card Cardmember's Agreement; or
  - f) we believe or suspect that any transaction is illegal, fraudulent, dishonest, or unauthorized.
- 11. We shall reserve the right to disqualify Eligible Cardmembers from this Promotion if the Card is no longer in good standing, or in circumstances otherwise determined by us as not eligible for the Promotion.



- 12. 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.
- 13. We are shall not accept any liability in relation to the Prize offered under this Promotion. We give no representation or warranty with respect to the quality of the Prize 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 redemption or use of the Prize. Any dispute about the same must be resolved directly with the merchant. We shall not be responsible for any loss, injury, claim, or damage suffered or incurred as result of the merchant's goods and services.
- 14. By participating in this Promotion, participating cardmembers consent under the Personal Data Protection Act 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/.
- 15. We reserve the right to replace or substitute the Prize with any other gifts of equal or similar value of our choice at any time, without notice or assigning any reason thereof.
- 16. 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, including but not limited to setting a minimum qualifying transaction spend criteria.
- 17. We reserve the right to terminate this Promotion without prior notice to you and accept no liability for such termination.
- 18. These Terms and Conditions are to be read together with our prevailing ICBC Credit Card Cardmember's Agreement ("Cardmember's Agreement") (and may be subject to changes from time to time). In the event of inconsistencies between these terms and other terms, these terms shall prevail only to the extent of such inconsistency.
- 19. 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 2001 to enforce any of these terms and conditions.
- 20. Our decision in all matters arising from this Promotion is final, conclusive, and binding on all participating cardmembers.
- 21. The promotional materials for this Promotion may be prepared in English and Chinese, in the event of inconsistency, the English version shall prevail.



### **Merchant Terms and Conditions**

- 1. Prize is neither transferable nor exchangeable for cash or otherwise. Any unused portion of the Prize cannot be retained or refunded in cash, credit, other gifts or otherwise in full or in part.
- 2. Redemption period is valid for one (1) year from the date of the issuance of the redemption letter and is non-extendable.
- 3. Winner to make booking and present physical letter during check-in to complete redemption. Full instructions on redemption provided on the Prize letter.
- 4. All reservations must be made at least one (1) week in advance of the stay date and confirmation is subject to availability. Reservations excludes PH and eve of PH.
- 5. Any unredeemed Prize will also be forfeited.
- 6. Prize is only valid for customers above 18 years old.
- 7. Booking periods are subjected to availability.
- Any winner whose prize has been forfeited shall not be entitled to any payment or compensation notwithstanding non-receipt of notification. All forfeited Prize (or the equivalent value thereof) shall be donated to such charitable organisation shall be decided at the sole and absolute discretion of ICBC.
- 9. In the event that the Prize incurs any tax liability, such tax is the sole responsibility of the Eligible Cardmember.

All information is correct as of November 2022.

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