

Terms and Conditions governing ICBC Mastercard® Credit Card Activate and Spend: Be rewarded with Commonwealth Concepts Dining Vouchers Campaign (“Promotion”)

Promotion Period:

This Promotion is valid from 1 October 2023 till 30 November 2023 (both dates inclusive).

Promotion:

Eligible Cardmembers who activate their qualifying cards and with a minimum spend of S\$200 in a single transaction from 1 October 2023 till 30 November 2023 will be rewarded with S\$50 worth of Commonwealth Concepts dining vouchers (**“Prize”**).

Qualifying ICBC Mastercard Credit Cards (“Qualifying Card”):

- a) ICBC Chinese Zodiac Credit Card

Eligibility Criteria:

This Promotion is open to ICBC Mastercard Credit Card Cardmembers of ICBC Singapore who satisfy the eligibility criterias below (**“Eligible Cardmembers”**):

- a) this promotion is applicable to ICBC Mastercard Credit Card Cardholders who received the letter from ICBC. Please note that the letter is not transferable;
- b) your ICBC Mastercard Credit Card has to be activated within the Promotion Period;
- c) you have made a minimum spend of S\$200 in a single transaction within the Promotion Period; and
- d) your Card account is active and in good standing with ICBC Bank from the start of Promotion Period until point of fulfilment.

Please note:

- 1. Merchant’s terms and conditions apply.***
- 2. 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).
2. The Promotion is valid during the Promotion Period.
3. Vouchers are in limited quantity and based on first come first served basis.
4. Each Eligible Cardmember is entitled to a maximum **ONE (1)** Prize upon meeting the terms and conditions of this Promotion.

5. Eligible Cardmembers who qualify to receive the Prize will be notified via SMS or email and the physical vouchers will be sent out via post within sixty (60) working days after the end of Promotion Period.

All SMS, email or post will be directed to Eligible Cardmembers' last known registered number and email or mailing address in ICBC Singapore's records.

6. In The Prize is neither transferable nor exchangeable for cash, credits, other gifts or otherwise refundable in part or in full.
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 was made on 30 November and posted on 1 December 2023, this transaction would not be considered as qualifying transaction under this Promotion.
8. Foreign currency transaction which is denominated in a currency other than Singapore Dollars shall be converted into Singapore Dollars based on the Bank's prevailing foreign currency exchange rates.
9. Qualifying transaction 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 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;
 - 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 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 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) 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 Qualifying 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 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 (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/>.
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.
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 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.
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.

All information is correct as of September 2023.
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