


Terms and Conditions for “Exclusive Privileges at Wellcome, Market Place by Jasons and its specialty stores” (the “Programme”):

1. Unless otherwise specified, the Programme runs from 25 September to 31 October 2020 (both dates inclusive, based on the transaction date) (the “Promotion Period”).
2. The Programme applies to:
 - i. BOC Credit Card issued in Hong Kong bearing the  logo including all Co-branded Credit Cards but excluding BOC Credit Card issued in the mainland and Macau, Purchasing Card, Private Label Card and Intown Card (“Eligible Credit Card”), and/or
 - ii. Mobile payment refers to contactless payment made with Eligible Credit Card that provisioned on a designated mobile phone or device (includes Apple Pay, Google Pay and Samsung Pay) (“Mobile Payment”). Apple Pay only applies to Eligible Credit Card (not applicable to BOC Commercial Card); Google Pay and Samsung Pay apply only to Eligible Credit Card (not applicable to BOC Commercial Card and BOC Dual Currency Credit Card), and/or
 - iii. BoC Pay refers to QR Code payments made with the BoC Pay mobile app. Customers must successfully bind the BoC Pay mobile app with eligible BOC Dual Currency Credit Card and/or Smart Account and/or register the Payment Account (“BoC Pay”).
3. The Program is applicable to the physical outlets (except short-term promotional booth) of Wellcome, Market Place by Jasons, Market Place, 3hreesixty, Oliver's The Delicatessen and Jasons ichiba in Hong Kong (the “Merchants”).
4. Unless otherwise specified, customers who settle payment with Eligible Credit Card, Mobile Payment or BoC Pay at the Merchants can enjoy the following offers (the “Offers”):
 - i. Offer 1: Every Friday to Sunday during the Promotion Period, customers can get an instant discount of HK\$60 upon any eligible single net spending (as defined in clause 5) of HK\$500 or above with BoC Pay (“Offer 1”).
 - ii. Offer 2: Every Friday to Sunday during the Promotion Period, customers can get an instant discount of HK\$40 upon any eligible single net spending (as defined in clause 5) of HK\$500 or above with Eligible Credit Card or Mobile Payment (“Offer 2”).
 - iii. Offer 3: Every Monday to Thursday during the Promotion Period, customers can get an instant discount of HK\$10 upon any eligible single net spending (as defined in clause 5) of HK\$100 or above with BoC Pay (“Offer 3”).
5. Eligible Spending is the final amount payable after deducting the value of any cash coupon /gift voucher used when making a retail purchase.
6. **All spending made by customers at the physical outlets of the Merchants during 25 September to 30 September 2020 is not counted as the eligible transactions of “Spend with BOC Credit Card to earn up to HK\$1,500 Cash Rebate” Promotion. Please visit BOCHK website for details and terms and conditions of the “Spend with BOC Credit Card to earn up to HK\$1,500 Cash Rebate” Promotion (BOCHK website> Credit Card> Promotions & Offers> Latest Promotion).**
7. **To enjoy the Offers, customers must state the intention to use the Offers in advance and/or present the Eligible Credit Card, Mobile Payment or BoC Pay payment screen to the cashier of the Merchants before settling payment.**
8. Each customer can enjoy Offer 1 or Offer 2 or Offer 3 once per day.
9. The Offers are available on a first-come-first served basis and while quotas last. The total quotas of Offer 1 and Offer 2 will not be less than 20,000. Quota of Offer 3 will not be less than 30,000.
10. The Offers are applicable to eligible single net spending on a single sales slip. The Offers are not applicable to the charges on plastic shopping bags, delivery charges, transaction of prepaid cards and stored value cards, any reloads, top up, recharging or value-added services, cash withdrawal service, any orders made by phone, fax, email, online, “Click & Collect” services , any split transactions and any unauthorized transactions.
11. The Offers are not applicable to the purchases of gift vouchers, any festival / festive food related coupons, baby diaper coupons, any mobile / data prepaid and SIM cards, selected hampers, pre-order items, all infant milk powder (stage 1), baby diapers, bird’s nest and chicken essence items at the physical outlets of the Merchants, and any redemption merchandise for any stamp collection

programs or promotions.

12. Unless otherwise specified, the Offers cannot be used in conjunction with any other promotional offers, member benefits, promotional discount coupons or store-wide discount offers on specific days. Offers cannot be exchanged for cash, other products, services or discounts.
13. The Offers are not applicable to any bulk purchases, please enquire with the Merchants for details.
14. To qualify for free delivery service, the remaining balance of the transaction must be at or above the minimum criteria of enjoying free delivery service after the instant discount entitlement is deducted from the total amount payable for the transaction. Please enquire with the Merchants for details.
15. The Offers will be provided by the Merchants immediately at the time of eligible transactions. The Offers cannot be transferred, accumulated or saved for future use.
16. Any cancelled/refunded/falsified/unposted transactions are not counted as eligible transactions. In the event of cancellation of the transactions that are used for the offer eligibility, Bank of China (Hong Kong) Limited (the "BOCHK") and/or BOC Credit Card (International) Ltd (the "Company") reserve the right to debit the relevant Credit Card/Smart Account/Payment account with the amount equivalent to the value of the instant discount(s) without prior notice to the customer.
17. Apple Pay, iPhone and Touch ID are trademarks of Apple Inc., registered in US and other countries. For compatible devices and more details about Apple Pay, please refer to www.apple.com/hk/apple-pay. Google Pay works with NFC capable Android™ devices running Android Lollipop 5.0 or higher. Samsung Pay is a trademark of Samsung Electronics Co., Ltd. Samsung Pay only supports NFC payment. For compatible devices and more details about Samsung Pay, please refer to www.samsung.com/hk/samsungpay/#samsung-pay.
18. No person other than the customer, the Merchants, BOCHK and/or the Company will have any rights under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefits of any of the provisions of these terms and conditions.
19. The above products, services and Offers are subject to the respective terms and conditions, please enquire with the Merchants for details.
20. Customers are responsible for the data charges of using and/or downloading BOCHK Mobile Application imposed by their service providers.
21. Please download BOCHK Mobile Application from official application stores or BOCHK website, and ensure the search wording is correct.
22. By using BOCHK Mobile Application, the viewer agrees to be bound by the content of this disclaimer as it may be amended by BOCHK from time to time and posted to on BOCHK Mobile Application.
23. Mobile Payment Applications are the third parties' Mobile Applications. Mobile Payment Applications are subject to such service providers' terms and conditions. BOCHK is not the service provider of the Mobile Payment Applications. If customers have any enquiries or complaints to them, please directly contact the service providers. BOCHK gives no guarantee to the Mobile Payment Applications of the service providers, or does not accept any liability arising in conjunction with the use of the Mobile Payment Applications or the services provided by the service providers.
24. BOCHK has not reviewed or verified the information in the Third Party Mobile Applications or any materials, products or services or privacy practices posted or offered therein or thereat and shall not be in any circumstances liable for any loss (whether in negligence or otherwise) whatsoever or howsoever that you may sustain arising from the use of any information, materials, products or services or privacy practices posted or offered at the Third Party Mobile Applications. BOCHK does not or does not mean to endorse or recommend any information, materials, products or services posted or offered at the Third Party Mobile Applications. Nor shall BOCHK be liable for any inaccuracy or failure of any information, materials, products or services posted or offered at the Third Party Mobile Applications. Please read the terms and conditions and the relevant disclaimer(s) and privacy policy that may be contained in the Third Party Mobile Applications.
25. BOCHK and/or the Company are not the providers of the goods and the services of the Merchants. Any enquires or disputes of the goods and the services should be directed to the Merchants. BOCHK and/or the Company do not guarantee and accept no liability for the quality of or any other matters relating to the goods and services provided by the Merchants and/or their suppliers.

26. BOCHK and/or the Company and the Merchants reserve the right to change, suspend or terminate the Offers or its terms and conditions at their sole discretion.
27. BOCHK and/or the Company and the Merchants reserve the right of final decision on all matters and disputes.
28. Should there be any discrepancy or inconsistency between the English and the Chinese versions of these terms and conditions, the Chinese version shall prevail.