# BOC Life "RetireCation" Experience Program

#### **Terms and Conditions**

BOC Life "RetireCation" Experience Program ("**RetireCation**") provides an exclusive and brand-new experience to selected customers. BOC Group Life Assurance Company Limited ("**BOC Life**" or "**we**") partners with various business partners to establish the retirecation network, featuring livable cities with "low Consumer Price Index and high quality of life", allowing selected customers to indulge deeply in the retirecation experience while embracing the "Six Aspects of Well-being". "RetireCation" is operated and managed by BOC Life.

#### 1. Membership and Qualification

Subject to these Terms & Conditions, in order to be eligible to apply for the membership of "RetireCation" ("**Membership**"), you must fulfill all of the below requirements:

- holding an effective policy of any of the BOC Life Selected Insurance Plan(s); and
- have a valid email address; and
- have a valid mobile phone number

If you hold more than one effective policy of BOC Life Selected Insurance Plan(s) at the time of Membership application, you must select one of your effective policies for applying for and maintaining the Membership. Please refer to the latest update in the "RetireCation" Details (https://www.boclife.com.hk/en/retirecation/program.html) for the definition of BOC Life Selected Insurance Plan(s) which will be updated from time to time at the sole and absolute discretion of BOC Life without prior notice.

The Membership is not available to corporate or other legal entities. Each individual is entitled to only one Membership. The Membership is personal to you and will not be assigned by you at law or in equity. Except as provided otherwise in these Terms and Conditions or in any other documents relating to "RetireCation", you cannot transfer, assign, sell, barter or pledge your rights under the Membership. The Membership is granted based on the sole and absolute discretion of BOC Life and BOC Life may refuse Membership to any applicant. Without prejudice to the foregoing, BOC Life may at any time at its sole and absolute discretion grant Membership to selected individuals ("Selected Individual(s)") conditionally or unconditionally, who will be deemed to have satisfied the eligibility requirements to apply for the Membership. The choice of Selected Individual(s) and the condition(s) so imposed (if any) shall be at the sole and absolute discretion of BOC Life.

Your Membership commences from the date when the Membership is granted by BOC Life up to the 31st of December of that calendar year, which is subject to annual renewal for a period of 12 months running from the 1st of January of each subsequent year in accordance with the then prevailing renewal procedures and conditions as may be prescribed by BOC Life. To obtain the Membership, you must register as a member of "RetireCation" ("**Member**") and complete the relevant application procedures, and the personal information provided for registration must be consistent with your identity card/passport. Once the membership account is activated, BOC Life will notify you by email or through the system with a success message delivered. When you receive such confirmation message from BOC Life, your Membership is immediately effective. In order to maintain the Membership, you must ensure that the policy of BOC Life Selected Insurance Plan(s) selected by you for applying the Membership remains effective, maintain a valid email address and Hong Kong mobile phone number which is registered under your real name for the Membership account and observe these Terms and Conditions. BOC Life may, in its sole and absolute discretion, revoke or terminate your Membership at any time if you cannot fulfill the aforesaid requirements.

#### 2. Member Privileges

Only Members of "RetireCation" can enjoy the relevant services, privileges, rewards and benefits of "RetireCation" ("**Member Privileges**"). Member Privileges may only be used for personal but not business purposes. After becoming a Member, you will be eligible to choose different kinds of Member Privileges of "RetireCation", including the goods, services, privileges and offers provided by third-party business partners other than BOC Life.

The extent of Member Privileges entitled by you depends on your Membership category and reward levels achieved under "RetireCation", and is subject to relevant regulations. For details of the Member Privileges of "RetireCation", please visit BOC Life "RetireCation" Official Website, and refer to the announcements on

https://www.boclife.com.hk/tc/retirecation/home.html, which will include the scope of Member Privileges as well as the rules governing the use and access to the Member Privileges. Contents of the website may be changed from time to time.

You may opt out of receiving any marketing promotional materials related to BOC Life (including "RetireCation") by advising BOC Life in writing. For details, please refer to the BOC Life's Privacy Policy Statement and Personal Information Collection Statement of "RetireCation".

## 3. Third-Party Business Partners

The Member Privileges of "RetireCation" will include goods, services, privileges and offers provided by the third-party business partners other than BOC Life. If necessary, before using these Member Privileges, you must understand and agree to the terms and conditions, company's privacy policy and personal information collection statement issued by such third-party business partners.

In some cases, the third-party business partners may collect, store, use, and share your personal information as independent data users when providing their goods, services, privileges or offers within the scope of Member Privileges. For details, please refer to the company's privacy policy and personal information collection statement issued by the third-party business partners separately.

BOC Life shall not be liable for any direct or indirect loss or damage suffered or incurred by any Member due to the use of goods, services, privileges or offers related to the third-party business partners.

BOC Life cannot guarantee the availability of any third-party business partner, and reserves the right to change the identity and scope of third-party business partners at any time. BOC Life shall have no liability if any third-party business partner, for any reasons at any time, withdraws from "RetireCation", and/or changes or stops the supply of any goods, services, privileges or offers.

### 4. Terms and Conditions

Your Membership shall at all times be governed by these Terms and Conditions. BOC Life reserves the right to change these Terms and Conditions (including amendments, deletion or replacement thereof) at any time at its sole and absolute discretion without prior notice. If you are not satisfied with these changes, your sole recourse shall be to terminate your Membership in accordance with the termination provisions set out in Section 6.

### 5. Communication

BOC Life and/or third-party business partners shall be entitled from time to time to contact you via electronic transmission (e.g. email), SMS, MMS (if applicable), telephone and other means of communication in respect of your Membership and participation in "RetireCation". We may use reasonable methods to convey notices and other material relevant to "RetireCation" to advise you of any important matter (including changes to "RetireCation"), but BOC Life shall not be responsible for correspondence lost or destroyed.

Any notice or other material shall be deemed to be communicated if it is uploaded to the official website of "RetireCation", or if it is sent to the email address last notified to us by you in respect of "RetireCation". You are responsible for advising us of any change in your contact details (including email address), and ensuring that your email address remains valid and unblocked and that communications from BOC Life are not filtered or placed in a location where you do not see them.

Information and/or messages sent or submitted through the internet or other electronic means may be subject to interruption, blackout, delay or error. BOC Life shall not be responsible for any loss of accuracy or timeliness of any messages sent or information submitted through the internet or other electronic means arising from or in relation to any malfunctions in communication facilities or any reasons that are out of the control of BOC Life and/or third-party business partners.

## 6. Termination of Membership

If you decide to terminate your Membership, you may terminate your Membership by 60 calendar days' prior written notice to us through email to cs@boclife.com.hk, or by following such other procedures and rules as may be prescribed by us from time to time. Your Membership will be terminated automatically if you no longer fulfill the eligibility requirements. If a Member passes away, his/her Membership will be automatically terminated. BOC Life reserves the right at its sole and absolute discretion to terminate the Membership anytime with immediate effect if a Member is a Selected Individual.

BOC Life reserves the right to ask you to provide any relevant supporting documents , and/or to terminate, suspend or deactivate your Membership (in whole or in part, including your access and right to utilize one or more of the Member Privileges) if we believe in good faith you are not eligible to apply for or maintain the Membership, and/or abusing or misusing the relevant services, privileges, rewards or benefits of "RetireCation", and/or having any acts or omissions which are detrimental to the interests of BOC Life, and/or breaching or threatening to violate any of these Terms and Conditions or relevant regulations.

All your rights (including your access and right to utilize one or more of the Member Privileges, and all rights, benefits, offers, rewards and entitlements accrued prior to termination) under "RetireCation" will cease upon the termination of your Membership, irrespective of whether you subsequently re-apply for the Membership. For the avoidance of doubt, BOC Life reserves the right at its sole and absolute discretion to refuse your re-application for the Membership, and in such event you shall be deemed to have given up and relinquished all rights (if any) to pursue against BOC Life.

## 7. Modification and/or Termination of "RetireCation"

BOC Life reserves the right to modify, terminate, suspend, cancel, stop, withdraw or revoke "RetireCation" at any time without prior notice at its sole discretion and for any reason, including and not limited to the nature and scope of third-party business partners, Membership, Member Privileges (such as related services, privileges, rewards, benefits, goods, offers, membership categories, reward levels, conditions, requirements and rules for using and obtaining Member Privileges, rewards calculation methods (including the methods in which such rewards are earned, credited, accumulated or structured), rewards redemption methods, membership type conversion rules, collection of annual or monthly membership fees, etc.), these Terms and Conditions, relevant Terms of Use, BOC Life's Privacy Policy Statement and/or Personal Information Collection Statement of "RetireCation" (all or any part thereof). We do not guarantee that "RetireCation" will continue indefinitely, or that "RetireCation" will continue to be operated and managed by us.

In the event of suspension or termination (howsoever occurred) of "RetireCation" (in whole or in part), BOC Life does not assume any liabilities or responsibilities (including all liabilities or responsibilities accrued and owed to you prior to termination) for any suspension or termination of "RetireCation" and/or the Member Privileges under any circumstances.

### 8. Dishonesty or Fraud

The contract entered into between you and BOC Life is based on mutual trust. Where dishonesty or fraud (which includes exaggeration) is picked up, Member Privileges may not be awarded and your Membership may be cancelled or become invalid, and we may take other actions consistent with our legal rights.

If we detect or suspect any dishonest, fraudulent or unauthorized use or activity, misconduct or if any dishonest or fraudulent means or devices are used by you, any member of your household or anyone acting on your or their behalf in relation to "RetireCation", BOC Life reserves the right to terminate your Membership and all benefits (including your access and right to utilize one or more of the Member Privileges, and all rights, rewards, benefits, offers and entitlements that have been generated before the termination of Membership) under "RetireCation" as a result of any of these actions.

### 9. Disclosure of information

You hereby agree that any information provided by you for participation in "RetireCation" is on a voluntary basis and is only for your Membership, participation and Member Privileges. You also agree that the information provided by you for your Membership, participation and Member Privileges or any health-related reports/ information provided in connection with the use of Member Privileges does not constitute disclosure of information for the purposes of an insurance policy contract between BOC Life and you (if any). Notwithstanding the information provided by you for the Membership, participation and Member Privileges, you are still obliged to disclose all relevant and material information in any proposal or insurance application form for the purchase of an insurance policy and/or any claims form for claims under an insurance policy sold by BOC Life.

Any personal information provided by you for "RetireCation" will not update your other records with us, and vice versa. If there is any change of your personal information, please notify us by formal notice for our different services with you respectively.

## 10. Disclaimer

To the fullest extent permissible pursuant to applicable law, you release BOC Life from all liabilities and shall indemnify BOC Life, any officers, employees, directors, agents, advisors and/or contractors of BOC Life against all actions, suits, costs, claims, demands, charges, expenses, losses, damages and liabilities howsoever and wheresoever (including, without limitation, legal fees on a full indemnity basis, economic loss, loss of profits and loss of opportunity) which may be incurred by any of them and all actions and proceedings which may be brought by or against any of them arising out of these Terms and Conditions, relevant Terms of Use, and/or "RetireCation" (regardless of whether we have any control over circumstances giving rise to the claim or not), except in respect of liability that is incurred by the particular person(s) to be indemnified.

To the fullest extent permissible pursuant to applicable law, BOC Life shall not be liable for any direct or indirect loss or damage suffered or incurred as a result of participating in "RetireCation" or using the goods, services, privileges and/or offers related to "RetireCation". Please refer to the Terms of Use for the important notes concerning the wellness services, health information, exercise and workout guide provided under "RetireCation".

### 11. Others

Please review the latest version of these Terms and Conditions periodically for changes and updates. To see when these Terms and Conditions are last revised, please refer to the date stated at the end of these Terms and Conditions.

It is your responsibility to keep yourself up to date in respect of "RetireCation", these Terms and Conditions, the relevant Terms of Use, details of Member Privileges of "RetireCation",

BOC Life's Privacy Policy Statement, Personal Information Collection Statement of "RetireCation" and the latest information contained in the official site of "RetireCation".

For the provision of relevant services under "RetireCation", it will be necessary for us to collect, store, use and share certain data collected from you. BOC Life highly values personal privacy and strives to preserve the confidentiality and security. We welcome you to learn more about the BOC Life's Privacy Policy Statement at <a href="http://www.boclife.com.hk/en/privacy-policy.html">www.boclife.com.hk/en/privacy-policy.html</a>.

You must read and agree to be bound by these Terms and Conditions which are applicable to us and the website, online facilities, information or content related to "RetireCation", relevant Terms of Use, details of the Member Privileges of "RetireCation", BOC Life's Privacy Policy Statement and the Personal Information Collection Statement of "RetireCation"; agree to BOC Life's collection, storage, use (including but not limited to processing) and disclosure of your personal data in accordance with the Personal Information Collection Statement of "RetireCation"; acknowledge and agree that we can at any time revise these Terms and Conditions, relevant Terms of Use, details of the Member Privileges of "RetireCation", the BOC Life's Privacy Policy Statement and the Personal Information Collection Statement of "RetireCation", and to be bound by these documents as revised and any other rules, policies or procedures that may be adopted, implemented, modified or changed by BOC Life from time to time. If we use your data for a new purpose, we shall seek your consent in advance. BOC Life reserves the sole right to interpret, apply and not to apply any of these Terms and Conditions, relevant Terms of Use, details of the Member Privileges of "RetireCation", BOC Life's Privacy Policy Statement, Personal Information Collection Statement of "RetireCation", and any other rules, policies or procedures.

### 12. Law and jurisdiction

These Terms and Conditions are governed by and will be construed in accordance with the laws of the Hong Kong Special Administrative Region ("Hong Kong") and you agree to submit to the exclusive jurisdiction of the courts of Hong Kong.

If for any reason, any provision or part of these Terms and Conditions is found to be void or unenforceable, such provision or part of these Terms and Conditions shall be deemed to be severed from these Terms and Conditions and the remainder of such provision or part of these Terms and Conditions, as the case may be, shall remain in full force and effective and may be enforced to the fullest extent possible.

Chinese version of these Terms and Conditions is for reference only. In case of inconsistency between the English and Chinese versions of these Terms and Conditions, the English

version shall prevail. In the event of dispute, the decision of BOC Life shall be final and conclusive.

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