

## Terms and Conditions of CNCBI Motion Credit Card Promotional Offer ("Promotional Offer")

#### **General Terms and Conditions**

- Unless otherwise specified, this Promotional Offer only applies to principal cardmembers ("Cardmember(s)") of the CNCBI Motion Credit Card ("Card(s)") issued by China CITIC Bank International Limited (the "Bank") whose application is submitted and approved between 1 July and 30 September 2021 (both dates inclusive) (the "Promotion Period").
- 2. Welcome Offer is not applicable to any credit card applicant who currently holds or held any other CNCBI credit cards issued by the Bank in the 12-month immediately preceding the relevant application for the credit card (excluding supplementary cardmember).
- 3. For CNCBI Credit Cards, the total amount in HK\$ as shown on the relevant monthly statements will be used to determine the eligibility for the Promotional Offer.
- 4. Cash Rebate means Welcome Offer Cash Rebate (as described in Clause 18, 19 below) and Online Spending Cash Rebate (as described in Clause 25 below).
- For the avoidance of doubt, Eligible Transactions (as described in Clause 18iii, 20vii below) 5. and/or Eligible Online Spending (as described in Clause 19iii, 26 below) do not include, but not limited to, autopay, ATM/ online bill payment, Octopus Automatic Add-Value Service payment, balance transfers, repayments of Cash-in Program, Dollar\$mart Personal Installment Loan, monthly repayments of Retail Purchase Installment Program, Statement Balance Interest Free Installment Plan, Non-Conventional Interest Free Flexi Installment Plan and Tax Interest Free Flexi Installment Program, handling fees and fees and charges, contribution to any unit trust /monthly investment plan, relevant insurance payment, payments to the Inland Revenue Department, purchase of casino chips, annual fees, finance charges, transaction made via mobile app/ funds transfer and merchant transaction via electronic fund transfer platform/ reload of e-wallets (include but not limited to any transfer made via person to person (P2P) payment services) and any other types of electronic transaction specified by the Bank from time to time, other banking service charges, any unposted/cancelled/ refunded/ invalid transactions and any other types of transactions specified by the Bank from time to time. Whether a transaction is eligible is subject to the Bank's (in its sole and absolute discretion) satisfaction and confirmation. In case of any dispute, the decision of the Bank shall be final and binding on Cardmembers. If a transaction is considered by the Bank to be ineligible, the Bank reserves the right to debit an amount equal to the value of the Welcome Offer or Cash Rebate from the Cardmember's account.
- 6. The Bank reserves the right to determine Cardmember's entitlement to any Promotional Offer. This Promotional Offer is only applicable to Cardmembers whose relevant Card account is determined by the Bank (in its sole and absolute discretion) to remain valid, in good standing, is not cancelled or terminated at all times during the entire Promotion Period and at the time of fulfillment. Otherwise the Bank may terminate the relevant Promotional Offer for such Cardmember without any prior notice.
- 7. This eligibility of this Promotional Offer is subject to the Bank (in its sole and absolute discretion) verification and confirmation.
- 8. In respect of any Cash Rebate offered under this Promotional Offer:
  - i. If the relevant Card account is voluntarily or involuntarily closed, the Cash Rebate unused or not yet credited to the account will be immediately forfeited upon the account closure; and
  - ii. It shall be subject to the Terms and Conditions of "Cash Rebate" Rewards Program and "CNCBI Dual Currency Credit Card Cash Rebate" Rewards Program. For details, please visit www. cncbinternational. com or contact the Bank's staff.



- 9. No part of this Promotional Offer is transferable, returnable or redeemable for cash. Cash Rebate received under this Promotional Offer can only be used to offset retail purchase transactions and cannot be used to settle any outstanding statement balance.
- 10. Cardmember is required to keep the relevant Card purchase records in respect of the Eligible Transaction, Eligible Spending, Eligible Renminbi Spending and Eligible Online Spending. In case of disputes, the Bank reserves the right at any time during or after the Promotion Period to request the Cardmember to submit the original sales slips/official payment records and/or such further documents or evidence (the "Purchase Records") as may be required for inspections. All Purchase Records submitted to the Bank will be retained by the Bank and will not be returned to the Cardmember.
- 11. The Bank reserves the right to cancel the Promotional Offer or delete, replace, supplement or amend any of these Promotional Terms and Conditions without prior notice. In case of any dispute, the decision of the Bank shall be final and binding on Cardmembers.
- 12. The use of the Card is subject to the relevant Credit Cardmember Agreement and relevant terms and conditions of all other applicable prevailing promotions offered by the Bank. For details, please refer to www. cncbinternational. com.
- 13. Fraud and abuse will result in forfeiture of a Cardmember's eligibility to the Welcome Offer and/or Cash Rebate in this Promotional Offer as well as cancellation of the Cardmember's credit card(s). The Bank further reserves the right to deduct the relevant amount of the Welcome Offer and/or Cash Rebate in this Promotional Offer directly from the Card without prior notice.
- 14. Except as otherwise expressly stated in these Terms and Conditions, no one other than a party to these Terms and Conditions may enforce any of their terms under the Contracts (Rights of Third Parties) Ordinance, Cap. 623 of the Laws of Hong Kong. Where any clause of these Terms and Conditions entitles any third party to enforce any term of these Terms and Conditions under the Contracts (Rights of Third Parties) Ordinance, the parties reserve the right to vary that term or any other term of these Terms and Conditions without the consent of that third party.
- 15. These Promotional Terms and Conditions shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region and any dispute arising out or in connection therewith shall be referred to the courts of Hong Kong SAR.
- 16. In the event of any inconsistencies between the English and Chinese versions of these Promotional Terms and Conditions, the English version shall prevail.

## Terms and Conditions of Welcome Offer

- 17. Each Cardmember is entitled to select one of the following welcome offers ("Welcome Offer"):
  - i. Up to HK\$800 Cash Rebate ("Cash Rebate") (as described in Clause 18 below); or

ii. Up to HK\$1,000 Online Spending Cash Rebate ("Online Spending Cash Rebate")
(only applicable to CNCBI Motion Credit Card) (as described in Clause 19 below); or
iii. HK\$900 Times Square Gift Card ("Merchant Offer") (only applicable to CNCBI Motion Credit Card) (as described in Clause 20)

#### 18. Up to HK\$800 Cash Rebate

 i. Cardmember is entitled to HK\$400 Cash Rebate upon accumulating Eligible Transactions (as described in Clause 18iii below) for the total net amount of HK\$5,000
 - HK\$8,000 below ("Spending Tier 1") within the Spending Period (as described in Clause 18ii below). Cardmember is entitled to HK\$800 Cash Rebate upon accumulating Eligible Transactions for the total net amount of HK\$8,000 or above



("Spending Tier 2") within the Spending Period. Each Cardmember is entitled to a maximum of HK\$800 Cash Rebate, details as follows:

	Spending Requirement	Cash Rebate
Spending Tier 1	HK\$5,000 - HK\$8,000 below	HK\$400
Spending Tier 2	HK\$8,000 or above	HK\$800

ii. The Welcome Offer Cash Rebate will be credited to the relevant Card account in the Fulfilment Months as stated under below table upon fulfilling the corresponding Spending Requirement

Card Account Open Month	Spending Period	Fulfilment Month
July 2021	1 July – 31 December 2021	March 2022
August 2021	1 August 2021– 31 January 2022	April 2022
September 2021	1 September 2021– 28 February2022	May 2022
October 2021	1 October 2021 – 31 March 2022	June 2022

- iii. "Eligible Transaction(s)" are transactions posted to the Bank's system including local retail, overseas spending, cash advance and monthly payment amount of merchant installment, online retail transaction(s) and retail transaction(s) incurred by way of mail/phone order(s) as determined by the Bank.
- 19. Up to HK\$1,000 Online Spending Cash Rebate
  - i. Up to HK\$1,000 Online Spending Cash Rebate is only applicable to principal cardmember of the CNCBI Motion Credit Card ("Designated Credit Card").
  - ii. Cardmembers who make Eligible Online Spending (as described in Clause 19iii below) with Designated Credit Card per calendar month within the first 12 months of Card issuance ("Spending Period") can enjoy 10% cash rebate on posted Eligible Online Spending made within the same calendar month (calculated with reference to the transaction dates). Cardmembers are entitled to a maximum of HK\$1,000 Online Spending Cash Rebate within the Spending Period.
  - iii. Eligible Online Spending refers to any transactions conducted by Card via internet with official payment records and posted on the Bank's system during the offer fulfilment period. Eligible Online Spending classified as online transaction according to the merchant codes/transaction types as defined by MasterCard Asia/Pacific (Hong Kong) Limited or a merchant's acquiring bank, regardless of the transaction country and currency. If an online transaction is conducted in a currency other than Hong Kong Dollars, the transaction amount will be based on the currency and amount in Hong Kong Dollars after conversion posted in the credit card statement. Whether a transaction is an Eligible Online Spending shall be determined at the sole and absolute discretion of the Bank. For the avoidance of doubt, Alipay / WeChat Pay / PayMe transactions will not be qualified as Eligible Online Spending.



iv. Online Spending Cash Rebate will be calculated based on Eligible Online Spending of each calendar month and to be credited to Cardmember's Designated Credit Card Account within 3 months after each calendar month's spending period and be shown in monthly statement.

### 20. Merchant Offer:

- i. The promotion period of Merchant Offer only applies to principal Cardmember(s)") of CNCBI Motion Credit Card ("Designated Credit Card") issued by the Bank whose application is submitted between 1 August till 30 September 2021 (both dates inclusive) (the "Promotion Period").
- ii. The Merchant Offer will be provided in the form of promotional code(s) to Cardmember. The promotional code(s) will be sent to the Cardmember via email within 30 days upon approval for Card application. Cardmember is required to redeem the Merchant Offer within the designated redemption period as specified on the welcome offer notification, or else Cardmember shall be deemed to forfeit the Welcome Offer. Please note that email transmission may be delayed due to internet traffic or public nature of the internet. The Bank shall bear no liability relating to any transmission delay.
- iii. <u>Cardmember is required to provide a valid email address upon credit card</u> <u>application submission whose application is submitted during the Promotion</u> <u>Period and approved on or before 31 October 2021 in order to receive welcome</u> <u>offer redemption email, otherwise Welcome Offer will be forfeited, the bank will</u> <u>not send welcome offer redemption email or make any compensation with</u> <u>equivalent value of gift or cash rebate to Cardmember without prior notice.</u>
- iv. The promotional code(s) will not be reissued for any reason (e.g. loss, damaged or stolen, etc.).
- v. <u>Cardmember is entitled to the Merchant Offer upon successfully completing</u> <u>Eligible Transactions (as described in Clause 20vii) for the total net amount of</u> <u>HK\$8,000 or above within the first 3 months of Card issuance (calculated with</u> <u>reference to the transaction dates).</u>
- vi. <u>The promotional code of the Merchant Offer will be provided to the Cardmember</u> <u>before fulfilling the requirements as described in Clause 20v above. If the</u> <u>Cardmember fails to fulfill the spending requirement within the first 3 months of</u> <u>Card issuance but Cardmember has redeemed the Merchant Offer, the Bank will</u> <u>debit the equivalent value of the Merchant Offer from the Card account on or</u> <u>before 28 February 2022 without prior notice. The value of the Merchant Offer is</u> <u>HK\$900.</u>
- vii. "Eligible Transaction(s)" are transactions posted to the Bank's system including local retail, overseas spending, cash advance and monthly payment amount of merchant installment, online retail transaction(s) and retail transaction(s) incurred by way of mail/phone order(s) as determined by the Bank.
- viii. The Merchant Offer and the use of promotional codes is subject to the terms and conditions of Times Square, please contact Times Square for details.
- ix. The Merchant Offer is available while stocks last. If the Merchant Offer is out of stock, the Bank has the right to provide Cardmember with an alternative gift without any notice.
- x. The Bank is not the supplier of the Merchant Offer. The description, photos or reference price in relation to the Merchant Offer published in our marketing



materials are not provided by the Bank and are intended for reference only. Any enquiry, claim or complaint in relation to the quality or availability of the Merchant Offer or the accuracy of any of the aforementioned information contained in our marketing materials shall be directed to the relevant supplier. The Bank shall bear no liability relating to any aspect thereof, including the quality of the Merchant Offer, the supply, the descriptions of goods and/or services provided by the merchant, any false trade description, misrepresentation, mis-statement, omission, unauthorized representation, unfair trade practices or conduct in connection the products and/or services provided by the merchant, its employees, officers or agents.

- xi. Cardmember shall be deemed to have accepted any risks and liabilities of whatsoever nature associated with the products/ services/ auxiliary services supplied by the Merchant and shall waive any claim against the Bank in relation to such risks and liabilities when Cardmember make the relevant transactions.
- 21. The Welcome Offer, as selected or redeemed by the Cardmember, cannot be changed or returned. Each Cardmember is only eligible to one of the above Welcome Offer regardless of the number of card applications. If Cardmember does not specify his/her preference or has selected more than one Welcome Offer, the Bank will automatically select Up to HK\$800 Cash Rebate as the preferred Welcome Offer. If Cardmember has selected Up to HK\$1,000 Online Spending Cash Rebate or Merchant Offer as the Welcome Offer but applied non CNCBI Motion Credit Card(s), the Bank will automatically select Up to HK\$800 Cash Rebate as the preferred Welcome Offer.
- 22. If Cardmember applies for multiple Cards simultaneously, a Card is required to be selected to entitle for the Welcome Offer. Only the spending on the selected Card will be counted as Eligible Transaction(s) / Eligible Online Spending. If Cardmember applies for multiple Cards simultaneously but does not specify which Card to entitle for the Welcome Offer, the Bank will automatically select one Card to entitle for the Welcome Offer and without prior notice. The Card selected cannot be changed. For any query, please contact the Bank staff for details.

# <u>Terms and Conditions of CNCBI Motion Credit Card – Up to 5% Cash Rebate on Online Spending</u> ("Online Spending Promotional Offer")

- 23. The Promotion Period of Online Spending Promotion Offer is valid from 1 January till 31 December 2021 (both dates inclusive) (the "Promotion Period").
- 24. Up to 5% Cash Rebate on Online Spending is only applicable to principal cardmember of the CNCBI Motion Credit Card ("Designated Credit Card").
- 25. Cardmembers who make Eligible Online Spending (as described in Clause 37 below) with Designated Credit Card during the Promotion Period can enjoy extra 4.45% cash rebate on posted Eligible Online Spending made within the same calendar month (calculated with reference to the transaction dates) ("Online Spending Cash Rebate").
- 26. Eligible Online Spending refers to any transactions conducted by Card via internet with official payment records and posted on the Bank's system during the offer fulfilment period. Eligible Online Spending classified as online transaction according to the merchant codes/transaction types as defined by MasterCard Asia/Pacific (Hong Kong) Limited or a merchant's acquiring bank, regardless of the transaction country and currency. If an online transaction is conducted in a currency other than Hong Kong Dollars, the transaction amount will be based on the currency and amount in Hong Kong Dollars after conversion posted in the credit card statement. Whether a transaction is an Eligible Online Spending



shall be determined at the sole and absolute discretion of the Bank. For the avoidance of doubt, Alipay / WeChat Pay / PayMe transactions will not be qualified as Eligible Online Spending.

- 27. Up to 5% Cash Rebate on Online Spending includes i) 0.55% Basic Cash Rebate under "Cash Rebate" Rewards Program ("Basic Cash Rebate") and ii) 4.45% Extra Cash Rebate under Online Spending Promotional Offer ("Online Spending Cash Rebate"). The maximum amount of the monthly Basic Cash Rebate (calculated on credit card statement cycle basis) shall be the multiple of the Cardmember's credit limit as approved by the Bank ("Credit Limit") or first HK\$100,000 of new Eligible Transactions in the month (whichever is lower) and the Basic Cash Rebate percentage. The Basic Cash Rebate will be calculated on the relevant statement date of the monthly card statement and to be credited to Cardmember's Designated Credit Card account and be shown in next monthly statement. Cardmembers are entitled to a maximum of HK\$100 Online Spending Cash Rebate per calendar month. Online Spending Cash Rebate will be calculated based on Eligible Online Spending of each calendar month and to be credited to Cardmember's Designated Credit Card account within 3 months after each calendar month's spending period and be shown in monthly statement.
- 28. Basic Cash Rebate is subject to the Terms & Conditions of the "Cash Rebate" Rewards Program. Please visit the Bank's website www. cncbinternational. com for details.