

Terms and Conditions of CNCBI Motion Credit Card (*virtual*) Promotional Offers (“Promotional Offers”):

General Terms and Conditions

1. Unless otherwise specified, these Promotional Offers only apply to cardmembers (“Eligible Cardmembers”) of the CNCBI Motion Credit Card(*virtual*) (“Card”) issued by China CITIC Bank International Limited (the “Bank”) whose Card applications is submitted and approved via the Bank’s inMotion Application from 5 July 2021 to 30 September 2021 (both dates inclusive) (“Promotion Period”).
2. The Bank reserves the right to determine the eligibility of an Eligible Cardmember for the Promotional Offers. To be eligible for the Promotional Offers, a Card account must be valid and in good financial standing during the Promotion Period and at the time when the Promotional Offers are awarded.
3. In respect of any cash rebate offered under the Promotional Offers:
 - i. It can only be used offset retail purchase transactions and cannot be used to settle any outstanding statement balance;
 - ii. If the Card account is voluntarily or involuntarily closed, any cash rebate unused or not yet credited will be immediately forfeited; and
 - iii. It shall be subject to the Terms and Conditions of Cash Rebate Rewards Program. For details, please visit www.cncbinternational.com or contact the Bank’s staff.
4. Eligible Cardmembers are required to keep the relevant transaction records. In case of disputes, the Bank reserves the right at any time during or after the Promotion Period to request an Eligible Cardmember to submit such transaction records as may be required for inspection. All records submitted to the Bank will not be returned.
5. The Bank reserves the right to delete, replace, supplement or amend any of these terms and conditions without prior notice, and shall not be responsible for any costs, expenses, losses or liabilities incurred. In the event of any matter or dispute arising out of or in connection with the Promotional Offers, the decision of the Bank shall be final and conclusive.
6. Fraud and abuse will result in forfeiture of an Eligible Cardmember’s eligibility for the Promotional Offers and/or cancellation of an Eligible Cardmember’s Card. The Bank further reserves the right to deduct the relevant amount of the Promotional Offers awarded to an Eligible Cardmember directly from the Card account without prior notice and/or take legal action in such instances.
7. 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.
8. These 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.
9. In the event of any inconsistencies between the English and Chinese versions of these terms and conditions, the English version shall prevail.

Terms and Conditions of Welcome Offer

10. Welcome Offer is not applicable to an Eligible Cardmember who currently holds and / or held any principal credit card issued by the Bank in the past 12 months immediately preceding the date of Card application.
11. Each Eligible Cardmember who fulfills the spending requirement (“Spending Requirement” as described in Clause 12) is entitled to one of the following welcome offers (“Welcome Offer”):

- i. HK\$900 Times Square Gift Card (“Merchant Offer”) (as described in Clause 13); or
- ii. HK\$600 cash rebate (“Cash Rebate”) (as described in Clause 14); or
- iii. Welcome Offer is not required

If an Eligible Cardmember does not specify his/her Welcome Offer preference on the Card application form, the Bank will automatically select “Welcome Offer is not required” for the Eligible Cardmember. The Welcome Offer once selected by an Eligible Cardmember cannot be changed or returned. Each Eligible Cardmember is entitled to the Welcome Offer once only during the Promotion Period.

12. Spending Requirement:

- i. Eligible Transactions are transactions posted to the Bank’s system including local or overseas retail purchase (including credit card mobile payment transaction), 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. For the avoidance of doubt, transaction(s) which shall not be considered as Eligible Transactions include, but not limited to autopay, ATM/online bill payment, Octopus Automatic Add-Value Service payment, balance transfers, repayments of Cash-in Program, DollarSmart Personal Installment Loan, \$mart Plus 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 and transactions made in casino, 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.
- ii. Whether a transaction is an “Eligible Transaction” 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 the Eligible Cardmembers. If a transaction is considered by the Bank to be ineligible after the Promotion Period, the Bank reserves the right to deduct an amount equal to the value of the Welcome Offer awarded to the Eligible Cardmember from the Card account.
- iii. The total amount of Eligible Transactions in Hong Kong dollars as shown on the monthly statements will be used to determine the eligibility of an Eligible Cardmember for the Welcome Offer.

13. Merchant Offer:

- i. 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 24 hours upon approval for Card application. Cardmember is required to redeem the Merchant Offer within the designated redemption period as specified in 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.
- ii. The promotional code(s) will not be reissued for any reason (e.g. loss, damaged or stolen, etc.).
- iii. **Cardmember is entitled to the Merchant Offer upon successfully completing Eligible Transactions (as described in Clause 12i) for the total net amount of HK\$8,000 or above within the first 3 months of Card issuance (calculated with reference to the transaction dates).**
- iv. **The promotional code of the Merchant Offer will be provided to the Cardmember before fulfilling the requirements as described in Clause 13iii above. If the Cardmember fails to fulfill the spending requirement within the first 3 months of Card issuance but Cardmember has redeemed the Merchant Offer, the Bank will debit the equivalent value**

of the Merchant Offer from the Card account on or before 28 February 2022 without prior notice. The value of the Merchant Offer is HK\$900.

- v. The Merchant Offer and the use of promotional codes is subject to the terms and conditions of Times Square, please contact the Times Square for details.
 - vi. 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.
 - vii. 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.
 - viii. 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.
14. Cash Rebate:
- i. Cash Rebate will be credited to the Card account within 24 hours upon Card approval.
 - ii. Cardmember is entitled to Cash Rebate upon successfully completing Eligible Transactions (as described in Clause 12i) for the total amount of HK\$6,000 or above within the first 3 months of Card issuance (calculated with reference to the transaction dates).
 - iii. **Cash Rebate will be awarded to an Eligible Cardmember before the Spending Requirement is fulfilled. If an Eligible Cardmember fails to fulfill the Spending Requirement after the Welcome Offer is awarded, regardless of whether the Cash Rebate has been used by the Eligible Cardmember or not, the Bank will debit HK\$600 (equivalent to the value of the Welcome Offer) from the Card account in the 5th month from the date of Card issuance without prior notice.**

Terms and Conditions of up to 5% Online Spending Cash Rebate ("Online Spending Cash Rebate")

- 15. The Promotion Period of Online Spending Cash Rebate is valid from 1 January 2021 to 31 December 2021 (both dates inclusive) ("Online Spending Cash Rebate Promotion Period").
- 16. Online Spending Cash Rebate is only applicable to cardmembers of CNCBI Motion Credit Card(virtual) ("Eligible Virtual Credit Cardmembers").
- 17. Eligible online transactions ("Eligible Online Transaction" as described in Clause 21 below) conducted by each Eligible Virtual Credit Card Cardmember with the Card in each statement cycle during Online Spending Cash Rebate Promotion Period will earn up to extra 4.45% cash rebate ("Extra Cash Rebate") (calculated with reference to the transaction dates).
- 18. Eligible Virtual Credit Cardmembers are entitled to a maximum of HK\$100 Extra Cash Rebate in each statement cycle.
- 19. Online Spending Cash Rebate includes i) 0.55% cash rebate under the Bank's "Cash Rebate" Rewards Program ("Basic Cash Rebate") and (ii) extra cash rebate ("Extra Cash Rebate"). For details of the Basic Cash Rebate, please refer to <https://www.cncbinternational.com/personal/credit-cards/rewards-programs/en/index.jsp>. Extra Cash Rebate will be credited to the Card account within 3 months after each statement cycle and be shown in monthly statement.
- 20. Only Eligible Online Transactions which earn the Basic Cash Rebate will be counted towards the calculation of Extra Cash Rebate.
- 21. Eligible Online Transactions include transactions 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. Eligible Online Transactions must be conducted during the Online Spending Cash Rebate Promotion Period and

posted on the Bank's system during the offer fulfilment period. 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 Transaction shall be determined at the sole and absolute discretion of the Bank. Online bill payment, Alipay transactions, WeChat Pay transactions, Payme transactions, insurance, Octopus automatic add-value transactions, 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, transactions include but not limited to betting and gambling transactions, tax payments, autopay transactions and unposted / cancelled / refunded transactions will not qualify as Eligible Online Transactions.