

<u>Terms and Conditions of CNCBI Credit Card Winter Festive Foreign Currency Spending Program (the</u> <u>"Winter Spending Program")</u>

- 1. The promotion period of the Winter Spending Program is from **15 December 2023 to 29 February 2024** (both dates inclusive) (the "**Promotion Period**").
- 2. The Winter Spending Program is only applicable to the principal cardmember (the "**Eligible Cardmember**") of the following designated CNCBI Credit Cards (the "**Eligible Credit Cards**") issued by China CITIC Bank International Limited (the "**Bank**"):
 - CNCBI Jewel World Elite Mastercard[®] Card
 - CNCBI Jewel World Mastercard® Card
 - CNCBI DCH Living Mastercard[®] Card
 - CNCBI Motion Credit Cards
 - CNCBI Motion Credit Cards (virtual)
 - CNCBI GBA Dual Currency Credit Card
- 3. During the Promotion Period, Eligible Cardmember can enjoy extra 6% cash rebate (the "Extra Cash Rebate") on Eligible Foreign Currency Spending (as defined in Clause 5 below) settled with the Eligible Credit Card by making an accumulated Eligible Retail Spending (as defined in Clause 6 below) of HK\$18,000 or above with the Eligible Credit Card.
- 4. Each Eligible Cardmember can receive a maximum of HK\$3,800 cash rebate offered under the Extra Cash Rebate during the entire Promotion Period.
- 5. Eligible Foreign Currency Spending includes retail and online transactions (1) settled in any currencies other than Hong Kong Dollars (based on the currency posted on the credit card monthly statement), and (2) with official payment records, and (3) being posted at the Bank's system at the time when the Extra Cash Rebate is rewarded (the "Eligible Foreign Currency Spending"). The Bank has no obligation to clarify the eligibility of a spending before the Eligible Cardmember conducts the transaction. The Bank's decision on the eligibility of a spending shall be final and conclusive.
- 6. Eligible Retail Spending includes posted local and overseas retail transactions, online transactions, auto-pay, the monthly repayment amount of merchant instalment plan, and retail transactions incurred by way of mail/phone order(s) (the "Eligible Retail Spending").
- 7. Both Eligible Foreign Currency Spending and Eligible Retail Spending <u>do not include</u> transactions made via e-wallets (including but not limited to WeChat Pay, Alipay, PayMe, FPS transactions), ATM/ online payment, Octopus Automatic Add-Value Service payment, balance transfers, any repayments, Cash-in Program, Dollar\$mart Personal Installment Loan, \$mart Plus Installment Ioan, Retail Purchase Installment Program, Statement Balance Interest Free Installment Plan, 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, any unposted/cancelled/ refunded/ invalid/ unauthorized 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 Extra Cash Rebate from the Eligible Cardmember's account without prior notice.
- 8. All Eligible Foreign Currency Spending and Eligible Retail Spending will be counted on the respective transaction dates and must be successfully posted on or before **7 March 2024**.
- 9. The Bank will base on the total Eligible Foreign Currency Spending and Eligible Retail Spending in Hong Kong Dollars after conversion (as shown on the credit card monthly statement) to determine the Eligible Cardmember's entitlement to the Extra Cash Rebate and calculate the Extra Cash Rebate amount that each Eligible Cardmember entitled. Shall the Eligible Cardmember hold more than one Eligible Credit Card, the Eligible Foreign Currency Spending and Eligible Retail Spending made by all Eligible Credit Cards will be counted collectively.
- 10. The Extra Cash Rebate will be credited to the Eligible Credit Card account that the Eligible Cardmember used to make Eligible Foreign Currency Spending on or before **30 June 2024** and will be shown on the credit card monthly statement. Shall the Eligible Cardmember used more than one Eligible Credit Card to make Eligible Foreign Currency Spending, the Extra Cash Rebate will be credited to the Eligible Credit Card account with the highest Eligible Foreign Currency Spending.
- 11. No part of the Extra Cash Rebate is transferable, returnable or redeemable for cash. The Extra Cash Rebate received under this Winter Spending Program can only be used to offset future retail purchase transactions and cannot be used to settle any outstanding statement balance.



- 12. The Bank reserves the right to determine Eligible Cardmember's entitlement to the Extra Cash Rebate. The relevant Eligible Credit Card account(s) must remain valid and in good standing at the time that the Extra Cash Rebate is rewarded. Otherwise the Bank has the right to forfeit the Extra Cash Rebate without any prior notice.
- 13. If the relevant Eligible Credit Cards account is voluntarily or involuntarily closed, the Extra Cash Rebate that is unused or yet to credit will be immediately forfeited upon the account closure.
- 14. Eligible Cardmember is required to keep the Eligible Credit Card records of the Eligible Foreign Currency Spending and Eligible Retail Spending in respect of the Winter Spending Program. In case of disputes, the Bank reserves the right at any time during or after the Promotion Period to request the Eligible 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 Eligible Cardmember.
- 15. Fraud and abuse will result in forfeiture of the Eligible Cardmember's eligibility to the Extra Cash Rebate under this Winter Spending Program as well as cancellation of the Eligible Cardmember's credit card(s). The Bank further reserves the right to deduct the relevant amount of the Extra Cash Rebate offered under this Winter Spending Program directly from the Eligible Credit Cards without prior notice.
- 16. The use of the Eligible Credit Cards 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 the Bank's website.
- 17. 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.
- 18. The Bank reserves the right to cancel the Winter Spending Program or delete, replace, supplement or amend any of these Terms and Conditions without prior notice. In case of any dispute, the decision of the Bank shall be final and binding.
- 19. 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.
- 20. If there is any discrepancy between the English and Chinese versions of these Terms and Conditions, the English version shall prevail.