

Terms and Conditions of CNCBI Motion Credit Card –6% Cash Rebate on Dining, Online and Foreign Currency Spending Year-round Program (the “6% Cash Rebate Program”)

1. The promotion period of the 6% Cash Rebate Program is valid from 1 January 2023 till 31 December 2023 (both dates inclusive) (the “Promotion Period”).
2. The 6% Cash Rebate Program is only applicable to principal and supplementary cardmember of the CNCBI Motion Credit Card and CNCBI Motion Credit Card (*virtual*) (“Motion Credit Card”) (the “Eligible Cardmember”).
3. Eligible Cardmember can enjoy 6% cash rebate on eligible dining and/or online spending (as described in Clause 8 below) by settling the transactions with his/her Motion Credit Card during the Promotion Period (the “6% Cash Rebate”). The 6% Cash Rebate includes the basic cash rebate offered under the “Cash Rebate” Rewards Program (the “Basic Cash Rebate”) and the extra cash rebate offered under the 6% Cash Rebate Program (the “Extra Cash Rebate”). The Extra Cash Rebate is subject to a maximum of HK\$200 cash rebate per calendar month (based on the transaction date shown on the credit card monthly statement) (the “6% Cash Rebate Cap”).
4. Shall the Eligible Cardmember conduct a JPY/EUR/GBP foreign exchange transaction via inMotion under his/her own CNCBI banking account, including joint name account (the “Eligible FX Transaction”) at the accumulated amount equivalent to HK\$20,000 in any calendar month within the Promotion Period (the “FX Transaction Month”) (the “Eligible FX Transaction Amount”), the 6% Cash Rebate would also include eligible foreign currency spending (as described in Clause 8 below) s/he made with his/her Motion Credit Card in the same calendar month as the FX Transaction Month (based on the transaction date as shown on the credit card monthly statement) (the “6% Cash Rebate Includes FX Spending”), with the 6% Cash Rebate Cap remains unchanged.
5. For non-Hong Kong Dollars denominated foreign exchange transactions, the transaction amount will be converted into Hong Kong Dollars based on the relevant prevailing foreign exchange rate determined by the Bank for calculation.
6. The Eligible FX Transaction Amount is calculated at customer level and each Eligible FX Transaction can only be counted under one Eligible Cardmember. Shall the Eligible FX Transaction is conducted under a joint name account, it would only be used to calculate the Eligible FX Transaction Amount for the holder of the inMotion account which was being used to log-in to conduct the Eligible FX Transaction.
7. Eligible Cardmember can only enjoy the Extra Cash Rebate once under the 6% Cash Rebate Program for each single transaction.
8. Definition of eligible dining spending, eligible online spending and eligible foreign currency spending:
 - i. Eligible dining spending includes retail transactions (1) made at all local and/or overseas food and beverage outlets according to the merchant codes/transaction types defined by MasterCard Asia/Pacific (Hong Kong) Limited or the merchant's acquiring bank, regardless of the transaction country and currency, and (2) with official payment records, and (3) being posted at the Bank's system at the time when the 6% Cash Rebate is rewarded (the “Eligible Dining Spending”). Transactions made in hotel dining spots, hotel banquet, private parties/functions, private room events, private kitchen, food and beverage outlets in food courts/supermarkets/department stores, associations/club houses, fast food restaurants and bakeries are



excluded from the Eligible Dining Spending.

- ii. Eligible online spending includes retail transactions (1) made via internet according to the merchant codes/transaction types defined by MasterCard Asia/Pacific (Hong Kong) Limited or the merchant's acquiring bank, regardless of the transaction country and currency, and (2) with official payment records, and (3) being posted at the Bank's system at the time when the 6% Cash Rebate is rewarded (the "Eligible Online Spending"). Transactions made at any online supermarkets are excluded from the Eligible Online Spending.
- iii. 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 6% Cash Rebate is rewarded (the "Eligible Foreign Currency Spending").

The Bank determines whether a spending is an Eligible Transaction based on the transaction type and merchant code defined by Mastercard HK or a merchant's acquiring bank at its sole and absolute discretion. The Bank has no obligation to clarify the eligibility of a spending before the Cardmember conducts the transaction. The Bank's decision on the eligibility of a spending shall be final and conclusive.

9. For the avoidance of doubt, Eligible Dining Spending, Eligible Online Spending and Eligible Foreign Currency Spending do not include, but not limited to, **WeChat Pay/ Alipay/ PayMe transactions**, autopay, ATM/ online bill payment, Octopus Automatic Add-Value Service payment, balance transfers, repayments of Cash-in Program, Dollar\$mart 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, 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/ 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 6% Cash Rebate from the Eligible Cardmember's account.
10. For the avoidance of doubt, Eligible FX Transaction excludes the followings:
 - i. Any Hong Kong Dollars to other currencies transactions induced by cross currency transactions; and



- ii. Any foreign exchange transactions involving notes exchange, cash deposit, notes withdrawal, inward/outward remittance, and placed via online or phone banking channel; and
 - iii. Any foreign exchange transactions conducted by One Account with account suffix of 90, 91 and 98, and their designated saving accounts.
11. The Bank will calculate the 6% Cash Rebate that each Eligible Cardmember is entitled to on a monthly basis according to the total transaction amount of Eligible Dining Spending, Eligible Online Spending and Eligible Foreign Currency Spending (if applicable) in Hong Kong Dollars (as shown on the credit card monthly statement) made in each calendar month (based on the transaction date as shown on the credit card monthly statement) within the Promotion Period. Eligible Cardmembers will first receive the Basic Cash Rebate accordance with the timeline stated under the terms and conditions of the “Cash Rebate” Rewards Program. The Extra Cash Rebate will be credited to Eligible Cardmember’s Motion Credit Card account within 3 months after each spending month and will be shown on the credit card monthly statement.
12. The Bank reserves the right to determine Eligible Cardmember’s entitlement to the 6% Cash Rebate Program. The relevant Motion Credit Card account must remain valid and in good standing at the time that the 6% Cash Rebate is rewarded. Otherwise the Bank has the right to forfeit the 6% Cash Rebate without any prior notice.
13. This eligibility of the 6% Cash Rebate Program is subject to the Bank (in its sole and absolute discretion) verification and confirmation.
14. In respect of any cash rebate offered under this 6% Cash Rebate Program:
- i. If the relevant Motion Credit Card account is voluntarily or involuntarily closed, the cash rebate that is unused or yet to credit will be immediately forfeited upon the account closure; and
 - ii. It shall be subject to the Terms and Conditions of “Cash Rebate” Rewards Program. For details, please visit the Bank’s website.
15. No part of the 6% Cash Rebate is transferable, returnable or redeemable for cash. Cash rebate received under this 6% Cash Rebate Program can only be used to offset retail purchase transactions and cannot be used to settle any outstanding statement balance.
16. Eligible Cardmember is required to keep the credit card transaction records of the eligible transactions in respect of the 6% Cash Rebate 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.
17. Unless otherwise specified, the 6% Cash Rebate Program cannot be enjoyed in conjunction with any other promotions, including promotional offers related to foreign exchange.
18. The Bank reserves the right to cancel the 6% Cash Rebate Program 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.
19. The use of the Motion Credit 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 the Bank’s website.



20. Fraud and abuse will result in forfeiture of the Eligible Cardmember's eligibility to the 6% Cash Rebate under this 6% Cash Rebate 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 6% Cash Rebate offered under this 6% Cash Rebate Program directly from the Motion Credit Card without prior notice.
21. 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.
22. 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.
23. In the event of any inconsistencies between the English and Chinese versions of these Promotional Terms and Conditions, the English version shall prevail.