

<u>Terms and Conditions of CNCBI Motion Credit Card "Summer Super Reward Program – HK\$10,800 Cash Rebate on</u> <u>Foreign Currency Spending" (the "Foreign Currency Spending Program")</u>

- 1. The Foreign Currency Spending Program is valid from 1 July 2023 till 31 October 2023 (both dates inclusive) (the "Promotion Period").
- The Foreign Currency Spending Program is only applicable to principal and supplementary cardmembers of the CNCBI Motion Credit Card and CNCBI Motion Credit Card (*virtual*) issued by China CITIC Bank International Limited (the "Bank") ("Motion Credit Card") (the "Eligible Cardmember").
- 3. During the Promotion Period, Eligible Cardmember can enjoy extra 6% cash rebate on eligible foreign currency spending s/he made with his/her Motion Credit Card (the "Extra 6% Cash Rebate"). There is no minimum spending requirement for the Foreign Currency Spending Program and each Eligible Cardmember is entitled to a maximum of HK\$10,800 Extra Cash Rebate within the Promotion Period (the "Extra Cash Rebate").
- 4. 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 Transaction"). 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.
- 5. For the avoidance of doubt, Eligible Foreign Currency Transaction does not include, but not limited to, any transactions made via WeChat Pay HK, AlipayHK and PayMe, 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 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 6% Cash Rebate from the Eligible Cardmember's account.
- 6. All Eligible Foreign Currency Transactions will be counted on the respective transaction dates and must be successfully posted on or before 7 November 2023.
- 7. The Bank will base on the total Eligible Foreign Currency Transactions in Hong Kong Dollars after conversion (as shown on the credit card monthly statement) to calculate the amount of Extra 6% Cash Rebate that each Eligible



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Cardmember entitled. The Eligible Foreign Currency Transaction Amount is calculated at customer level and each Eligible FX Transaction can only be counted under one Eligible Cardmember. Shall the Eligible Foreign Currency Transaction is conducted under a joint name account, it would only be used to calculate the Eligible Foreign Currency Transaction Amount for the holder of the inMotion account which was being used to log-in to conduct the Eligible Foreign Currency Transaction.

- 8. The Extra Cash Rebate will be credited to the Eligible Cardmember's Motion Credit Card account on or before 31 January 2024 and will be shown on the credit card monthly statement.
- 9. The Foreign Currency Spending Program is only applicable to spending transactions with sales slips/electronic payment slips. Eligible Cardmember must retain all original transaction sales slips for reference. 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.
- 10. The Bank reserves the right to determine Eligible Cardmember's entitlement to the Foreign Currency Spending Program. The relevant Motion Credit Card account 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.
- 11. This eligibility of the Foreign Currency Spending Program is subject to the Bank (in its sole and absolute discretion) verification and confirmation.
- 12. If the relevant Motion Credit Card 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
- 13. No part of the Extra Cash Rebate is transferable, returnable or redeemable for cash. Extra Cash rebate received under this Foreign Currency Spending Program can only be used to offset retail purchase transactions and cannot be used to settle any outstanding statement balance.
- 14. The Bank reserves the right to cancel the Foreign Currency Spending Program or delete, replace, supplement or amend any of these Promotional Terms and Conditions (including but not limited to early termination of the Foreign Currency Spending Program) without prior notice. In case of any dispute, the decision of the Bank shall be final and binding.
- 15. 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.
- 16. Fraud and abuse will result in forfeiture of the Eligible Cardmember's eligibility to the Extra 6% Cash Rebate under this Foreign Currency 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 Foreign Currency Spending Program directly from the Motion Credit Card without prior notice.
- 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. 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.
- 19. In the event of any inconsistencies between the English and Chinese versions of these Promotional Terms and Conditions, the English version shall prevail.
- 20. If you do not wish to receive any marketing or promotional materials from the Bank in the future, you may at any time make the request without charge by calling (852) 2287 6767 or using the form at https://www cncbinternational com/contact-us/en/ The Bank's staff will call you to confirm the arrangement if you submit such request online.