

## <u>Terms and Conditions of CNCBI Motion Credit Card – 6% Cash Rebate on Dining and Online</u> Spending Program (the "6% Cash Rebate Program")

- 1. The promotion period of the 6% Cash Rebate Program is valid from 1 January 2025 till 30 June 2025 (both dates inclusive) (the "**Promotion Period**").
- 2. The 6% Cash Rebate Program is applicable to the principal and supplementary cards of the CNCBI Motion Credit Card and CNCBI Motion Credit Card (*virtual*) issued by China CITIC Bank International Limited (the "Bank") (the "Motion Credit Card").
- 3. Cardmembers who accumulate Eligible Retail Transactions (as defined in clause 4 below) of HK\$3,800 or above with the Motion Credit Card in a calendar month (the "Eligible Cardmembers") will be entitled to 6% Cash Rebate on Eligible Dining and Online Transactions (as defined in clause 4 below) made with the Motion Credit Card in the same calendar month (the "6% Cash Rebate").
- 4. Definition of eligible dining, online and retail transactions (collectively "Eligible Transactions"):
  - (i) Eligible dining transactions include retail transactions (1) made at 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 Transactions"). 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 and bakeries are excluded.
  - (ii) Eligible online transactions include 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 Transactions"). Transactions made at any online supermarkets are excluded.
  - (iii) Eligible retail transactions include posted local and overseas retail transactions, online transactions, the monthly repayment amount of merchant instalment plan, retail transactions incurred by way of mail/phone order(s) (the "Eligible Retail Transactions").

For the avoidance of doubt, the Eligible Transactions do not include, but not limited to, WeChat Pay/ Alipay/ PayMe transactions, autopay, ATM/ online bill payment (including but without limitation tax, parking, tolls, rent and utilities 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. The Bank has no obligation to clarify the eligibility of any transaction before the Eligible Cardmember conducts the transaction.

- 5. The 6% Cash Rebate includes the basic Cash Rebate offered under the prevailing "Cash Rebate" Rewards Program (the "Basic Cash Rebate") of the Motion Credit Card and the extra Cash Rebate offered under the 6% Cash Rebate Program (the "Extra Cash Rebate") subject to a maximum of HK\$200 Cash Rebate per calendar month (based on the transaction date shown on the credit card monthly statement). For details of the Basic Cash Rebate, please refer to Terms and Conditions for "Cash Rebate" Rewards Program.
- 6. Eligible Cardmember can only enjoy the Extra Cash Rebate once under the 6% Cash Rebate Program for each single transaction.
- 7. The Bank will convert non-Hong Kong Dollars denominated foreign exchange Eligible
  Transactions into Hong Kong Dollars based on the relevant prevailing foreign exchange rate
  determined by the Bank (as shown on the credit card monthly statement) to calculate the 6%
  Cash Rebate that each Eligible Cardmember is entitled to in each calendar month (based on the
  transaction date as shown on the credit card monthly statement) on a monthly basis within the
  Promotion Period. Eligible Cardmembers will firstly receive the Basic Cash Rebate accordance
  with the timeline as stated under the terms and conditions of the "Cash Rebate" Rewards
  Program. The Extra Cash Rebate will be rounded up to HK\$0.01 and credited to Eligible
  Cardmember's Motion Credit Card account within 4 months after each transaction month which
  will be shown on the credit card monthly statement.
- 8. 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.
- 9. The eligibility of the 6% Cash Rebate Program is subject to the Bank (in its sole and absolute discretion) verification and confirmation.



- 10. In respect of any Cash Rebate offered under this 6% Cash Rebate Program:
  - 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.
- 11. 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 new retail purchase transactions and cannot be used to settle any outstanding statement balance.
- 12. 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.
- 13. Unless otherwise specified, the 6% Cash Rebate Program cannot be enjoyed in conjunction with any other promotions.
- 14. 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.
- 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 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.
- 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.