

Terms and Conditions of "Spend. Rebate. Give. Program" ("Program")

A. General Terms and Conditions

1. The Promotion Period of the Program is from 1 July 2022 till 30 September 2022 (both dates inclusive) (the "Promotion Period").
2. The Program is only applicable to existing cardmembers who are holding any CNCBI Credit Card (except CNCBI Business Card) issued by China CITIC Bank International Limited (the "Bank") on or before 30 June 2022 (the "Eligible Credit Card") (the "Eligible Cardmember").
3. The Program consists of the "6% Cash Rebate on Retail Spending Offer" (as stated in Section B below) ("Offer 1") and the "Charity Donation Cash Rebate" (as stated in Section C below) ("Offer 2").
4. To be entitled to the Program, the Eligible Cardmember must log in to the Bank's mobile application inMotion and register for the Program's mission via "Rewards Go!" during the Promotion Period (the "Program Registration").
5. The Bank reserves the right to determine Eligible Cardmember's eligibility to the Program. The Eligible Credit Card account must remain valid, in good standing, and is not cancelled or terminated as determined by the Bank at its sole and absolute discretion at all times during the entire Promotion Period and at the time the Offer 1 and Offer 2 are rewarded; otherwise the Bank has the right to forfeit the Offer 1 and Offer 2 for such Eligible Cardmembers without any prior notice.
6. The eligibility for the Program is subject to the Bank's verification and confirmation at its sole and absolute discretion.
7. In respect of any cash rebate offered under the Offer 1 and Offer 2:
 - a. If the relevant Eligible Credit Card account is voluntarily or involuntarily closed, the cash rebate unused or not yet credited to the Eligible Credit Card will be immediately forfeited upon the account closure; and
 - b. It shall be subject to the Terms and Conditions of "Cash Rebate" Rewards Program. For details, please visit the Bank's website or contact the Bank's branch.
8. The Program is not transferable, returnable nor redeemable for cash. Cash rebate received under this Program can only be used to offset retail purchase transactions and cannot be used to settle any outstanding statement balance.
9. Eligible Cardmember is required to keep the relevant Eligible Credit Card purchase records (the "Purchase Records") in respect of the eligible retail spending (as described in clause 17 below). 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 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 cancel the 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 on Eligible Cardmembers.
11. The use of the Eligible 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 website of the Bank.
12. Fraud and abuse will result in forfeiture of an Eligible Cardmember's eligibility for the cash rebate in this Program as well as cancellation of the Eligible Cardmember's Eligible Credit Card(s). The Bank further reserves the right to debit the relevant amount of the cash rebate in this Program directly from the Eligible Credit Card without prior notice.
13. 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 Special Administrative Region. 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 terms of these terms and conditions without the consent of that third party.

14. 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 Special Administrative Region.
15. In the event of any inconsistencies between the English and Chinese versions of these Terms and Conditions, the English version shall prevail.

B. Terms and Conditions of 6% Cash Rebate on Retail Spending ("6% cash rebate") ("Offer 1")

16. Eligible Cardmembers who make eligible retail spending (as described in Clause 17 below) with Eligible Credit Card during Promotion Period can enjoy 6% cash rebate which includes extra cash rebate ("Extra Cash Rebate") and basic cash rebate or basic bonus point (depends on the Credit Card Product).
17. Definition of Eligible Retail Spending ("Eligible Retail Spending")
 - i. Only applicable to all Eligible Credit Card except CNCBI Motion Credit Card and CNCBI Motion Credit Card (*virtual*)
Eligible retail spending are transactions in HKD and posted to the Bank's system including retail and online transaction(s), monthly payment of newly setup merchant installment during the Promotion Period and transaction(s) incurred by way of mail/phone order(s) as determined by the Bank.
 - ii. Only applicable to Eligible CNCBI Motion Credit Card and CNCBI Motion Credit Card (*virtual*)
Eligible retail spending transactions are transactions posted in HKD to the Bank's system including retail transaction(s), monthly payment of newly setup merchant installment during the Promotion Period and transaction(s) incurred by way of mail/phone order(s) as determined by the Bank. Eligible dining spending and eligible online spending stated in the promotional offer of "Up to 6% Cash Rebate on Dining and Online Spending" will be excluded. For the definition of related eligible dining spending and eligible online spending, please refer to terms and conditions of "Up to 6% Cash Rebate on Dining and Online Spending" Promotion Offer.
18. For the avoidance of doubt, Eligible Retail Spending does not include, but not limited to all transaction made via WeChat Pay /Alipay /PayMe /UnionPay App Mobile Payment, 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, NonConventional 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 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 Eligible 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 cash rebate from the Eligible Cardmember's account.
19. If the Eligible Cardmember holds more than one Eligible Credit Card and makes purchase of Eligible Retail Spending with different Eligible Credit Cards, the Eligible Retail Spending will be summed up for the calculation of Extra Cash Rebate. Each Eligible Cardmember can enjoy a maximum of HK\$100 Extra Cash Rebate in each calendar month and a maximum of HK\$300 during the whole Promotion Period.

20. Extra Cash Rebate will be calculated according to Eligible Retail Spending made by Eligible Cardmember in each calendar month and will be credited to the designated Eligible Credit Card account (based on the highest Eligible Retail Spending made by valid Eligible Credit Card during Promotion Period) on or before 30 November 2022 and be shown in the monthly statement of the designated Eligible Credit Card account.

C. **Terms and Conditions of Charity Donation Cash Rebate ("Offer 2")**

21. For the Eligible Cardmember who makes accumulated Eligible Retail Spending (as described in 17 above) of HK\$3,000 or above with the Eligible Credit Card in any calendar month during the Promotion Period (the "Eligible Accumulated Spending"), the Bank will debit HK\$100 from the Eligible Credit Card account and donate to Hong Kong Student Aid Society (the "Donation") on behalf of the Eligible Cardmember on or before 30 November 2022 according to the authorization given by the Eligible Cardmember during Program Registration. After making a successful Donation, HK\$100 cash rebate (equal to the value of the charity donation) ("Donation Cash Rebate") will be credited to the same Eligible Credit Card account within next 5 business days.
22. The amount of Donation and Donation Cash Rebate is fixed at HK\$100 for each Eligible Cardmember throughout the whole Promotion Period and the record will be shown on the statement.
23. If Eligible Cardmember uses more than one Eligible Credit Cards to make Eligible Retail Spending during the Promotion Period, all Eligible Retail Spending made with different Eligible Credit Cards under the same Eligible Cardmember will be counted collectively for the calculation of the Eligible Accumulated Spending. The Donation will be debited from the valid Eligible Credit Card account with the highest Eligible Retail Spending and the Donation Cash Rebate will be credited to the same Eligible Credit Card account, subject to the condition stated in Clause (5) and (7).
24. The Donation cannot be claimed for tax deduction. Please seek independent tax advice if deemed necessary.