

Terms and Conditions of CNCBI Motion Credit Card (*virtual*) Promotional Offers (“Promotional Offers”):

General Terms and Conditions

1. Unless otherwise specified, these Promotional Offers only apply to cardmembers (“Eligible Cardmembers”) of the CNCBI Motion Credit Card (*virtual*) (“Card”) issued by China CITIC Bank International Limited (the “Bank”) whose Card applications are approved by tapping the designated promotion banner in MyLink HK Application (“MyLink App”) of China Mobile Hong Kong (“CMHK”) and submitting the Card applications through the Bank’s inMotion Application from 1 January 2024 to 30 June 2024 (both dates inclusive) (“Promotion Period”). An Eligible Cardmember must download the MyLink App and register for a MyLink App account to access the designated promotion banner. An Eligible Cardmember must also maintain the same MyLink App account at the time of fulfillment in order to receive the Welcome offer.
2. The Bank reserves the right to determine the eligibility of an Eligible Cardmember for the Promotional Offers. To be eligible for the Promotional Offers, a Card account must be valid and in good financial standing during the Promotion Period and at the time when the Promotional Offers are awarded.
3. Eligible Cardmembers are required to keep the relevant transaction records. In case of disputes, the Bank reserves the right at any time during or after the Promotion Period to request an Eligible Cardmember to submit such transaction records as may be required for inspection. All records submitted to the Bank will not be returned.
4. The Bank reserves the right to delete, replace, supplement or amend any of these terms and conditions without prior notice, and shall not be responsible for any costs, expenses, losses or liabilities incurred. In the event of any matter or dispute arising out of or in connection with the Promotional Offers, the decision of the Bank shall be final and conclusive.
5. Fraud and abuse will result in forfeiture of an Eligible Cardmember’s eligibility for the Promotional Offers and/or cancellation of an Eligible Cardmember’s Card. The Bank further reserves the right to deduct the relevant amount of the Promotional Offers awarded to an Eligible Cardmember directly from the Card account without prior notice and/or take legal action in such instances.
6. 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.
7. 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.
8. In the event of any inconsistencies between the English and Chinese versions of these terms and conditions, the English version shall prevail.

Terms and Conditions of Welcome Offer

9. Welcome Offer is not applicable to an Eligible Cardmember who currently holds and / or held any principal credit card issued by the Bank in the past 12 months immediately preceding the date of Card application.
10. Each Eligible Cardmember who fulfills the spending requirement (“Spending Requirement” as described in Clause 11) is entitled to one of the following welcome offers (“Welcome Offer”):
 - i. CMHK 75,000 MyLink Points (“MyLink Points”) (as described in Clause 13); or
 - ii. Welcome Offer is not required

If an Eligible Cardmember does not specify his/her Welcome Offer preference on the Card application form, the Bank will automatically select “Welcome Offer is not required” for the Eligible Cardmember. The Welcome Offer once selected by an Eligible Cardmember cannot be changed

or returned. Each Eligible Cardmember is entitled to the Welcome Offer once only during the Promotion Period.

11. Spending Requirement:

- i. Each Eligible Cardmember is required to conduct eligible transactions (“Eligible Transactions”) of net amount of HK\$6,000 or above within the first 3 months from the date of Card issuance (calculated with reference to the transaction dates).
- ii. Eligible Transactions are transactions posted to the Bank’s system including local or overseas retail purchase (Including credit card mobile payment transaction), monthly payment amount of merchant installment, online retail transaction(s) and retail transaction(s) incurred by way of mail/phone order(s) as determined by the Bank. For the avoidance of doubt, transaction(s) which shall not be considered as Eligible Transactions include, but not limited to autopay, ATM/online bill payment, Octopus Automatic Add-Value Service payment, balance transfers, repayments of Cash-in Program, DollarSmart 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 and transactions made in casino, 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.
- iii. Whether a transaction is an “Eligible Transaction” 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 the Eligible Cardmembers. If a transaction is considered by the Bank to be ineligible after the Promotion Period, the Bank reserves the right to deduct an amount equal to the value of the Welcome Offer awarded to the Eligible Cardmember from the Card account.
- iv. The total amount of Eligible Transactions in Hong Kong dollars as shown on the monthly statements will be used to determine the eligibility of an Eligible Cardmember for the Welcome Offer.

12. **Welcome Offer may be awarded to an Eligible Cardmember before the Spending Requirement is fulfilled.** If an Eligible Cardmember fails to fulfill the Spending Requirement after the Welcome Offer is awarded, regardless of whether the Welcome Offer has been used by the Eligible Cardmember or not, the Bank will deduct HK\$600 (equivalent to the value of Welcome Offer) from the Card account in the 5th month from the date of Card issuance without prior notice.

13. MyLink Points:

- i. **The Bank will transfer the Eligible Cardmember’s application status to CMHK for offer fulfillment.** MyLink Points will be credited to an Eligible Cardmember’s CMHK MyLink App account within 60 working days upon Card approval. MyLink Points will be expired in one year after crediting into Eligible Customer’s MyLink App account.
- ii. The use of MyLink points is subject to the terms and conditions of CMHK, please refer to <https://www.hk.chinamobile.com/tc/mylinkpoints.html> for details.
- iii. The Bank is not the supplier of MyLink Points. Any enquiry, claim or complaint in relation to MyLink Points shall be directed to CMHK. The Bank shall bear no liability relating to any aspect thereof.
- iv. Eligible Cardmembers shall be deemed to have accepted any risks and liabilities of whatsoever nature associated with MyLink Points supplied by CMHK and shall waive any claim against the Bank in relation to such risks and liabilities.