

## **“ICBC (Asia) Online Fund Subscription Rewards” Terms and Conditions**

### **General Terms and Conditions:**

1. **“ICBC (Asia) Online Fund Subscription Rewards”** (the “Promotion”) is organized by Industrial and Commercial Bank of China (Asia) Limited (the “Bank” or “ICBC (Asia)”).
2. The Promotion is composed of **“Online Fund Subscription Fee Offer”** .
3. The Promotion Period of **“Online Fund Subscription Fee Offer”**( the “Subscription Fee Offer”) are from 1<sup>st</sup> October 2020 to 31<sup>st</sup> December 2020 (both dates inclusive) (The “Promotion Period”).
4. The Promotion is only applicable to personal customers who fulfill the following requirements (the “Eligible Customer”):
  - a) Must be aged 18 or above at the first date of the Promotion Period specified above;  
AND
  - b) Maintain the valid Investment Fund Account/ Elite Club Account / e-Age Account or Integrated Account with the Bank; AND
  - c) Perform fund subscription through ICBC (Asia) Personal Internet Banking or Mobile Banking; AND
  - d) Agree and follow all Terms and Conditions.
5. All rewards cannot be exchanged for other gift and are non-transferable.
6. All rewards cannot be used in conjunction with any other promotional rewards.
7. The Promotion is not applicable to the Bank’s staff.
8. The Bank reserves the right to vary or terminate the Rewards of the Promotion at any time and to amend these Terms and Conditions from time to time without prior notice.
9. In case of any dispute of the Promotion, the decision of the Bank shall be final and conclusive.
10. In case of any discrepancy between the Chinese and English versions of the Terms and Conditions, the English version shall apply and prevail.
11. Any person or entity that is not a party to these Terms and Conditions shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap. 623, Laws of Hong Kong) to enforce any part of these Terms and Conditions.
12. Eligible Customers participating in the Promotion represent their understanding, acceptance, and willingness to comply with the Terms and Conditions of the Promotion.

- Eligible Customers participating in the Promotion are voluntary, the Bank shall not be responsible for any liabilities arising from or caused by the Promotion or the relevant rewards. The Bank shall not be responsible for any law related obligations or costs incurred by any person who participates in the Promotion.
13. If the Bank finds that any Eligible Customers do not comply with the Terms and Conditions during the Promotion Period, involve in any fraud, abuse and/or fraudulent act, false information or violation of applicable laws or regulations, the Bank reserves the right to immediately cancel the Eligible Customers' qualification to participate and/or entitlement to the rewards without any prior notice, and reserves the right to institute any proceed legal action against any violation of law by customers..
  14. All transactions, results, dates and times relating to the Promotion (including but not limited to the date and time of participation in the Promotion and the winners' replied date and time of reply etc.) will be determined by the records and information in the Bank's computer systems. The Bank shall not be responsible for any matters arising from or in connection with the submission delay, loss, incorrectness, or situation unable to determine etc. of the information submitted by the Eligible Customers due to any technical problems relating to computer or network.
  15. If any Eligible Customer is found to have adopted any way to invade and/or modify the computer program to participate in the Promotion, the Bank reserves the right to cancel the Eligible Customer's qualification to participate and/or entitlement to the rewards, and the Eligible Customer will bear all related liabilities and consequences. The Bank has the sole and absolute discretion to determine a person's eligibility to receive the rewards.

**Terms and Conditions of “Online Fund Subscription Fee Offer”** ( “Subscription Fee Offer” )

1. During the Promotion Period, the Eligible Customer who has completed Fund Subscription with the lump sum amount of not less than HK\$10, 000 or its equivalent through ICBC(Asia) Personal Internet Banking or Mobile Banking will enjoy 1% Fund Subscription Fee, without limitation in number of trades.
2. This Offer is only applicable to the Securities and Futures Commission of Hong Kong's authorized funds distributed by the Bank. The Offer is not applicable to fund switching and fund monthly saving plan. If the currency of transaction is not Hong Kong dollars,

the subscription amount will be based on the Bank's predetermined exchange rate.

**Risk Disclosure:**

Investment involves risk and the prices of the investment products fluctuate, sometimes dramatically. The prices of the investment products may move up or down, and may become valueless. It is as likely that losses will be incurred rather than profit made as a result of buying and selling investment products. Past performance is no guide to its future performance.

**Important Notice**

The above risk disclosure statements cannot disclose all the risks involved. If you wish to obtain the comprehensive risk disclosure, please approach our branch staff for enquiries. Before making investment decision, you should thoroughly study the offering documents, financial reports and relevant risk disclosure statements issued by the issuer of the investment product(s). Further you should consider your own circumstances including financial position, investment experience and objective to ensure the investment is suitable for your particular investment needs and risk tolerance capacity. You should seek independent financial and professional advice before any trading or investment. This promotional material does not constitute an offer or solicitation for the purchase or sales of any investment products. This promotional material is issued by Industrial and Commercial Bank of China (Asia) Limited (the "Bank") and the contents have not been reviewed by Securities and Futures Commission of Hong Kong.

The Bank distributes the fund product for the fund houses and the fund product is a product of fund houses but not that of the Bank. In respect of an eligible dispute (as defined in the Terms of Reference for the Financial Dispute Resolution Centre in relation to the Financial Dispute Resolution Scheme) arising between the Bank and the customer out of the selling process or processing of the related transaction, the Bank is required to enter into a Financial Dispute Resolution Scheme process with the customer; however any dispute over the contractual terms of the fund product should be resolved between directly the fund houses and the customer.