

## ICBC UnionPay Credit Cards –

### Up to RM100 Huawei Pay Cashback Promotion (“Huawei Cashback Promotion”)

#### Terms and Conditions

##### Huawei Pay Cashback Promotion

This Huawei Pay Cashback Promotion (“**Promotion**”) is co-organised by Industrial and Commercial Bank of China (Malaysia) Berhad (“**ICBC**”), UnionPay International Co., Ltd (“**Union Pay**”) and Huawei Services (Hong Kong) Co., Limited (“**Huawei**”)(collectively as “**we**”, “**our**” or “**us**”) and open to all individual card members of a valid ICBC UnionPay Credit Card (“**Cardmember(s)**” or “**you**” or “**your**”) who satisfy the eligibility criteria below: -

##### Eligibility Criteria

You will be eligible for this Promotion if all 4 steps below are fulfilled: -

Step 1: You are an individual and residing in Malaysia that holds ICBC UnionPayDual Currency Credit Card (“**Card**”) issued by ICBC (“**Card Account**”).

Step 2: You have downloaded and installed the Huawei Wallet mobile app from Huawei AppGallery during the Promotion Period (as defined below).

Step 3: You have registered for Huawei Pay services of Huawei Wallet mobile app with your Card within the Promotion Period.

Step 4: You have used your Card to complete payment transactions (with a minimum spending of RM20 each) via Huawei Pay within the Promotion Period (“**Transaction(s)**”) and receive 50% cash rebate within 90 days after Promotion.

\*Maximum cash rebate is capped at RM100 for each Cardmember (of the same NRIC/Passport No.).

\*The total cash rebate redeemable under this Promotion is capped at RM50,000.00 throughout the Promotion Period, on first-come-first-serve basis.

\*All Transactions must be a Qualifying Huawei Pay Transactions to be considered for the cash rebate.

\*Credit Card is not protected by Perbadanan Insurans Deposit Malaysia (“PIDM”).

\*You must be aged 18 years old and above as of 12<sup>th</sup>December 2020.

##### Promotion Period

This Promotion will run from 12th December 2020 to 12th March 2021 (both dates inclusive) only.

##### Huawei Pay Cashback Promotion Terms and Conditions

1. By participating in this Promotion, you hereby agree to the terms and conditions set out herein (including any amendments to the terms after this).

2. The Promotion is valid during the Promotion Period only. Under this Promotion, You will receive 50% cash rebate (“**Cashback**”) when you complete a Transaction (with minimum spending of RM20.00 for each Transaction) with your Card via Huawei Pay within the Promotion Period. The maximum Cashback is capped at RM100.00 for the same Cardmember (of the same NRIC/Passport No.) throughout the Promotion Period. All Transactions must be a Qualifying Huawei Pay Transactions to be considered for the Cashback.

3. Qualifying Huawei Pay Transactions refer to all unconditional Transactions via Huawei Pay charged to the Card and posted within the Promotion Period with the description starting with “HuaweiPay”. For the avoidance of doubt, if the Transaction was made on 12<sup>th</sup> March 2021 and

posted on 13<sup>th</sup> March 2021, the Transaction would not be considered as Qualifying Huawei Pay Transaction.

4. Cashback will be awarded by ICBC and directly credited into the Cardmember's Card Account by ICBC within 90 days after Transaction(s).

5. Examples below for illustration purposes only: -

Example 1

Transaction Sequence	1st	2nd	3rd	4th	5th	6th
Qualifying Huawei Pay Transactions Amount	RM200	RM20	-	RM100	RM20	RM20
Cashback received instantly	RM100	-	-	-	-	-
Total Huawei Pay Cashback received at the end of Promotion Period	RM100					

Example 2

Transaction Sequence	1st	2nd	3rd	4th	5th	6th
Qualifying Huawei Pay Transactions Amount	RM20	-	RM100	RM100	-	RM20
Cashback received instantly	RM10	-	RM50	RM40	-	-
Total Huawei Pay Cashback received at the end of Promotion Period	RM100					

Example 3

Transaction Sequence	1st	2nd	3rd	4th	5th	6th
Qualifying Huawei Pay Transactions Amount	RM10	RM10	-	-	RM150	RM50
Cashback received instantly	-	-	-	-	RM75	RM25
Total Huawei Pay Cashback received at the end of Promotion Period	RM100					

6. A minimum spend of RM20 is required for each Qualifying Huawei Pay Transaction to be considered for this Promotion. The maximum amount of Cashback on all Qualifying Huawei Pay Transactions that you may receive for this Promotion is capped at RM100 throughout the Promotion Period.

7. You will not qualify for the Promotion if you at any time during the Promotion Period deleted or deregister your Card from Huawei Wallet app before or during the Promotion Period. Even if you subsequently re-add or re-register your Card back to Huawei Wallet app during the Promotion Period, the Transactions under the said Card will not be considered for the Promotion.

8. All Qualifying Huawei Pay Transactions must be charged to Cardmember's Card. Only one (1) of the Cards of the same Cardmember (of the same NRIC/Passport No.) will be considered for this Promotion. Amounts charged to any other Cards issued by ICBC in the name of the same Cardmember cannot be added together to fulfil the requirement of Qualifying Huawei Pay Transactions or for the Promotion.

9. All Qualifying Huawei Pay Transactions charged to a ICBC Malaysia UnionPay Supplementary Credit Card will be calculated as a Qualifying Huawei Pay Transaction of the Principal Credit Card of Cardmember.

10. This Promotion can be enjoyed in conjunction with all other ongoing cashback promotions of ICBC. The Qualifying Huawei Pay Transactions under this Promotion will also be included in the calculation of the Cashback Rewards for all other on-going cashback promotions of ICBC.

11. ICBC shall be entitled to offset any Cashback with any account you have with ICBC and you will not be eligible for this Promotion if:

- a) The Qualifying Huawei Pay Transactions is subsequently is cancelled, void or reversed; or
- b) Your Card Account is not in good standing and is overdue; or
- c) Your Card has been reported lost or stolen; or
- d) Your Card has been frozen for any reason; or
- e) Your Card is cancelled or terminated for any reason; or
- f) you breached the terms of your ICBC Credit Card Cardmember's Agreement, Digital Wallet Terms and Conditions or ICBC Rewards Terms and Conditions; or
- g) we believe or suspect that any transaction is illegal, fraudulent, dishonest or unauthorized; or
- h) if you transfer or cancel your Card before the Cashback is credited to you.

12. Any Cashback withdrawn from your Card Account will be treated as a cash advance, and interest, fees and charges are applicable.

13. The Cashback is neither transferable nor exchangeable for credits, other gifts or otherwise refundable in part or in full.

14. We will not accept any liability for any products or services you purchase to qualify for the Qualifying Huawei Pay Transactions. To the maximum extent permissible by laws, we shall not be held liable for any loss, injury, damage or harm suffered in connection with or arising from this Promotion and/or the products and services purchased using the Card.

15. We shall not be liable for any failure or delay in the transmission of the transactions by any party and we do not accept any liability for any late posting of the transactions (howsoever caused) affecting the Cardmember's eligibility for this Promotion.

16. We reserve the right to replace or substitute this Promotion with any other gifts of equal or similar value of our choice from time to time.

17. We may at our absolute discretion from time to time to, delete, vary, supplement, amend or modify any one or more of the terms and conditions of this Promotion.

18. We reserve the right to terminate this Promotion from time to time, and accept no liability for such termination.

19. These Terms and Conditions are to be read together with ICBC's prevailing ICBC Credit Card Cardmember's Agreement ("Cardmember's Agreement"). In the event of inconsistencies between these terms and the Cardmember's Agreement, these terms shall prevail only to the extent of such inconsistency.

20. These Terms and Conditions are governed by Malaysia law and by participating in this Promotion, you agree to submit to the exclusive jurisdiction of the Malaysia courts.

21. Our decision in all matters arising from this Promotion is final, conclusive and binding on all participating Cardmembers.

22. The promotional materials may be prepared in English and Chinese, in the event of inconsistency, the English version shall prevail.

23. To the maximum extent permissible by laws, you agrees to discharge and release us and any third party which is related to and connected with this Promotion, including all Huawei's affiliates from any liabilities and claims (including from breach of contract, tort, negligence or any other cause of actions at law or equity) arising out of or in any way connected to this Promotion.

24. You agree and provide consent to the use of any Personal Data as provided by you for the purpose of participation in this Promotion in line with the Personal Data Protection Act 2010, to the extent that any personal data provided shall only be processed and be used for lawful purpose directly related to the running of this Promotion including but not limited to the purposes of promotional events, advertising, marketing and any administrative matters to facilitate the management and organizing of this Promotion.

25. By providing the personal data, you indicate that you have read, understood and agreed to be bound by ICBC Credit Card Policy stated at <http://malaysia.icbc.com.cn>, Huawei's Privacy Policy stated at <https://consumer.huawei.com/my/legal/privacy-policy>. You agree that we and/or our service providers may contact you by telephone, email or such other method in connection with this Promotion.

26. By entering into this Promotion, you agrees to indemnify and hold us and our group of companies, our officers, directors, shareholders, predecessors, successors in title, employees, agents and representatives harmless from any claims, losses, damages, liability, claims or expenses (including any legal fees), suffered or incurred by us due to or in any way arising from this Promotion.

27. If you are discovered to be using or have used improper means to participate in this Promotion, we reserves the right to cancel the eligibility without notice including without hesitation, the commencement of legal proceedings under the full extent of the applicable laws.

All information is correct as at 19th October 2020.

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