

ICBC (Asia) Mobile Banking “New Customer Account Opening” - Consolidated Investment Account Opening Promotion (the “Promotion”) Terms and Conditions

General Terms and Conditions

1. The Promotion Period is valid from 5 March, 2020 to 30 June, 2020 ("Promotion Period"), both dates inclusive.
2. The Promotion is organized by Industrial and Commercial Bank of China (Asia) Limited (the “Bank” or “ICBC (Asia)”).
3. **Customers must open the consolidated investment account successfully via the “New Customer Account Opening” of the Bank’s Mobile Banking App, and complete the specified securities or fund transaction successfully via the Mobile Banking App or “ICBC Securities” App to be awarded cash rebate.**
4. **The Promotion is not applicable to the customers who open the consolidated investment account via the branch of the Bank.**
5. The customers’ account status must remain valid at the time when the cash rebate is credited to the account. Otherwise, the cash rebate will be forfeited absolutely.
6. Except the New Securities Customer Promotion, the Promotion cannot be used in conjunction with other promotional offers.
7. All cash rebate cannot be exchanged for other gift, cannot be transferred and cannot be used in conjunction with other promotional rewards.
8. The Promotion is not applicable to the staff of the Bank.
9. All results, dates and times related to the Promotion (Including but not limited to the date and time of participation in the Promotion etc.) will be determined by the records and information of the Bank’s computer systems. The Bank shall not be liable for any delay, loss, error or inability to identify any information caused by technical problems such as computers or networks and/or the information submitted by the customer.
10. If the customers do not comply with these 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 disqualify his/her award entitlement immediately without any prior notice and to proceed legal action against any violation of law.
11. The Bank reserves the right to vary and/or terminate the Promotion at any time and to amend these Terms and Conditions from time to time without prior notice . In case of any dispute of the Promotion, the decision of the Bank shall be final and conclusive.

12. 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.
13. In case of any discrepancy between the Chinese and English versions of the Terms and Conditions, the English version shall apply and prevail.

“Consolidated Investment Account Opening Promotion” Terms and Conditions

1. “Consolidated Investment Account Opening Promotion” is only applicable to the customers who fulfill the following requirements (“Eligible Customers”),
 - a. Successfully open the integrated account via the “New Customer Account Opening” of the Bank’s Mobile Banking and activate the Mobile Banking service on or before 30 June, 2020 ; AND
 - b. Open the new consolidated investment account via the Bank’s Mobile Banking within the Promotion Period (**customers must successfully open the integrated account via the “New Customer Account Opening” of the Bank’s Mobile Banking and activate the Mobile Banking service firstly, then customers can open the new consolidated investment account via the Mobile Banking**); AND
 - c. Customers do not hold any securities account and/ or fund account and/ or consolidated investment account of the Bank with sole-named account, joint-named account and company account within 12 preceding months (as calculate on the date submitting the consolidated investment account opening application via the Mobile Banking) which calculate from the application date of the consolidated investment account opening; AND
 - d. “Consolidated Investment Account Opening Promotion” is not applicable to those customers who change their existing securities cash accounts to securities margin accounts, and vice versa; AND
 - e. Must complete the single purchase transaction of the HKD denominated securities (including local shares, warrants, callable bull/ bear contracts, Exchange Traded Funds and Leveraged and inverse products) listed on the HKEX with an amount of HK\$50,000 or above via the Mobile Banking App or “ICBC Securities” App of the Bank once within the first month from the date of successfully opening consolidated investment account; OR
 - f. Must complete the single fund subscription with an amount of HK\$50,000 or above once via the Mobile Banking App within the first month from the date of successfully opening consolidated investment account.
2. The cash rebate of “Consolidated Investment Account Opening Promotion” is limited to 1,000 quotas. It is available on a first-come, first-served basis (calculated according to the earliest time of related securities transaction or fund transaction completed) and while stocks last.
3. Each Eligible Customer can enjoy HK\$500 cash rebate once only.

4. Cash rebate will be credited to the Eligible Customers' settlement HKD account of the Bank within 4 months after the end of Promotion Period.

Risk warnings and disclaimers

Investment involves risk and the prices of securities products fluctuate. The prices of securities may move up or down, sometimes dramatically, and may become valueless. It is as likely that loss will be incurred rather than profit made as result of buying and selling investment. The risk of loss in financing a transaction by deposit of collateral is significant. You may sustain losses in excess of your cash and any other assets deposited as collateral with the licensed or registered person. You may be called upon at short notice to make additional margin or interest payments. If the required margin or interest payments are not made within the prescribed time, your collateral may be liquidated without your consent. Moreover, you will remain liable for any resulting deficit in your account and interest charged on your account.

The price of the warrants and Callable Bull/Bear Contracts ("CBBC") may move up or down rapidly and investors may sustain a total loss of their investment. Past performance of the underlying asset is not an indicator of future performance. You should ensure that you understand the nature of the warrants and CBBC and carefully study the risk factors set out in the relevant listing documents of the warrants and CBBC and where necessary, seek independent professional advice. Warrants that are not exercised will have no value upon expiry. CBBC has a mandatory call feature and may be terminated early, in such case, (i) in the case of Category N CBBCs, an investor will not receive any residual value and (ii) in the case of Category R CBBCs, the residual value may be zero.

Investors should bear in mind the key risks of ETFs which include but not limited to political, economic, currency, and other risks of a specific sector or market related to the underlying index; liquid secondary market may not exist for ETFs; changes in the net asset value of the ETFs may deviate from the performance of the tracking index, ETFs may invest in single country and sector; ETFs with tracking index relating to emerging markets may be subject to a greater risk of loss than investments in developed markets; and like all investments, an ETF is subject to the risk of change in policy of the reference market.

Leveraged and inverse products (L&I Products) are derivative products structured as funds. L&I Products are different from conventional ETFs. They do not share the same characteristics and risks. L&I Products are not designed for holding longer than one day, it is for short-term trading or hedging purposes. When L&I Products are held after a period of time, their return may deviate from and may be uncorrelated to the multiple (in the case of leveraged products) or the opposite (in the case of inverse products) of the return of the underlying index. Investors may suffer significant or even total losses. Trading L&I Products involves investment risk and are not intended for all investors. There is no guarantee of repaying the principal amount. Investors should read the relevant offering documents of Leveraged and inverse products and ensure they understand the key product features and related risks before making an investment.

Fund Product

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.

To borrow or not to borrow? Borrow only if you can repay!