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Unless the context otherwise requires, terms used herein shall bear the same meanings as defined in the composite offer and response document dated 24 April 2015 ("Composite Offer Document") issued jointly by Huiji Limited and Magnum Entertainment Group Holdings Limited.

除文義另有所指外，本表格所用詞彙與匯日控股有限公司及Magnum Entertainment Group Holdings Limited於二零一五年四月二十四日聯合刊發之綜合要約及回應文件(「綜合要約文件」)所界定之詞彙具有相同涵義。

FORM OF ACCEPTANCE AND CANCELLATION FOR USE IF YOU WANT TO ACCEPT THE OPTION OFFER.

本接納及註銷表格在閣下欲接納購股權要約時適用。



MAGNUM ENTERTAINMENT GROUP HOLDINGS LIMITED

(incorporated in the Cayman Islands with limited liability)

(於開曼群島註冊成立之有限公司)

(Stock Code: 2080)

(股份代號: 2080)

YELLOW FORM OF ACCEPTANCE AND CANCELLATION OF OPTIONS IN MAGNUM ENTERTAINMENT GROUP HOLDINGS LIMITED MAGNUM ENTERTAINMENT GROUP HOLDINGS LIMITED 之購股權黃色接納及註銷表格

This form must be completed in full

本表格每項均須填寫

Company secretary of Magnum Entertainment Group Holdings Limited
Magnum Entertainment Group Holdings Limited 公司秘書

22/F, Silver Fortune Plaza, No. 1 Wellington Street, Central, Hong Kong
香港中環威靈頓街1號荊威廣場22樓

FOR THE CONSIDERATION stated below the Optionholder(s) named below does/do hereby agrees to accept the Option Offer and to cancel the number of outstanding Option(s) held by the Optionholder(s) specified below subject to the terms and conditions contained herein and in the Composite Offer Document.
下述購股權持有人僅此同意按下列代價，根據綜合要約文件所載條款及條件，接納購股權要約並註銷以下註明購股權持有人之尚未行使購股權數目。

OPTIONHOLDER(S) name(s) and address in full 購股權持有人 全名及地址 (EITHER TYPEWRITTEN OR WRITTEN IN BLOCK CAPITALS) (請用打字機或正楷填寫)	Family name(s) or company name(s): 姓氏或公司名稱:	Forename(s): 名字:
	Address: 地址:	
	Telephone number: 電話號碼:	
CONSIDERATION 代價	HK\$0.89 in cash for cancellation of each Option 註銷每份購股權現金0.89港元	

Date of grant of the Options 購股權授出日期	Exercise price per Share (HK\$) 每股股份行使價(港元)	Number of Shares underlying the Options that you wish to tender for acceptance under the Option Offer 閣下欲提呈的購股權以接納購股權要約的相關股份數目	
		FIGURE 數目	WORDS 大寫
28 November 2014 2014年11月28日	0.99		

Note: Your acceptance of the Option Offer will be deemed null and void if you fail to attach with this form the Option certificate(s) and all letter(s) of grant in respect of the Options so tendered for acceptance.

附註: 如閣下未隨本表格附上所提呈接納的購股權所相關的購股權證書以及所有有關購股權的授予函件，則閣下對於購股權要約的接納將視為無效及失效。

Signed by the Optionholder(s) in the presence of:

購股權持有人在下列見證人見證下簽署:

SIGNATURE OF WITNESS 見證人簽署

NAME OF WITNESS 見證人姓名

Address 地址

Occupation 職業

Signature(s) of Optionholder(s)
購股權持有人簽署

Date of submission of this Form of Acceptance and cancellation
提交本接納及註銷表格之日期

ALL JOINT
REGISTERED
HOLDERS MUST
SIGN HERE
所有聯名
登記持有人
均須於本欄
個別簽署



THIS FORM IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. If you are in any doubt as to any aspect of this Form of Acceptance or as to the action to be taken, you should consult your licensed securities dealer or registered institution in securities, a bank manager, solicitor, professional accountant or other professional adviser.

The making of the Option Offer to the Overseas Optionholder(s) may be prohibited or affected by the laws of the relevant jurisdictions. Overseas Optionholder(s) should obtain appropriate legal advice on, inform themselves about and observe any applicable legal requirements. It is the responsibility of each Overseas Optionholder(s) who wishes to accept the Option Offer to satisfy himself, herself or itself as to the full observance of the laws of the relevant jurisdictions in connection therewith, including but not limited to the obtaining of any governmental, exchange control or other consent and any registration or filing which may be required in compliance with all necessary formalities, regulatory and/or legal requirements. Overseas Optionholder(s) will also be fully responsible for the payment of any taxes and duties by whomsoever payable in respect of all relevant jurisdictions. The Offeror, Haitong International Securities, and all persons involved in the Option Offer shall be entitled to be fully indemnified and held harmless by the Overseas Optionholder(s) for any taxes as they may be required to pay. Acceptance of the Option Offer by you will be deemed to constitute a warranty by you that you are permitted under all applicable laws to receive and accept the Option Offer, and any revision thereof, and such acceptance shall be valid and binding in accordance with all applicable laws. You are recommended to seek professional advice on deciding whether to accept the Option Offer.

HOW TO COMPLETE THIS FORM OF ACCEPTANCE

This Form of Acceptance should be read in conjunction with the Composite Offer Document. The provisions of Appendix I to the Composite Offer Document are incorporated into and form part of this Form of Acceptance.

To accept the Option Offer made by Haitong International Securities on behalf of the Offeror, you should complete and sign this Form of Acceptance overleaf and forward this Form of Acceptance, together with the relevant option certificate(s) and/or all letter(s) of grant in respect of the Options so tendered for acceptance, stating the number of Shares underlying the Options of which you intend to accept the Option Offer, by post or by hand, marked **"Magnum Entertainment Group Holdings Limited – Option Offer"** on the envelope, to the company secretary of the Company at 22/F, Silver Fortune Plaza, No. 1 Wellington Street, Central, Hong Kong as soon as practicable, but in any event so as to reach 22/F, Silver Fortune Plaza, No. 1 Wellington Street, Central, Hong Kong no later than 4:00 p.m. on Friday, 15 May 2015 (or such later time and/or date as the Offeror may announce with the permission of the Executive).

FORM OF ACCEPTANCE IN RESPECT OF THE OPTION OFFER

To: The Offeror and Haitong International Securities

1. My/Our execution of this Form of Acceptance (whether or not this Form of Acceptance is dated) shall be binding on my/our successors and assignees and shall constitute:
 - (a) my/our irrevocable acceptance of the Option Offer made by Haitong International Securities on behalf of the Offeror, as contained in the Composite Offer Document, for the consideration and on and subject to the terms and conditions therein and herein mentioned, in respect of the number of Options specified in this Form of Acceptance;
 - (b) my/our irrevocable instruction and authority to the Offeror, Haitong International Securities or their respective agent(s) to send a cheque crossed "Not negotiable – account payee only" drawn in my/our favour for the cash consideration to which I/we shall have become entitled under the terms of the Option Offer, together with the Option certificate(s) and the letter(s) of grant in respect of the balance of the Option not accepted by the Offeror under the Option Offer, by ordinary post at my/our risk to the person and the address stated below or, if no name and address is stated below, to me/us at the registered address kept by the Company:
Name: (in block capitals) _____
Address:(in block capitals) _____
 - (c) my/our irrevocable instruction and authority to each of the Offeror and/or Haitong International Securities and/or such person or persons as any of them may direct to complete and execute any document on my/our behalf in connection with my/our acceptance of the Option Offer and to do any other act that may be necessary or expedient for the purpose of cancelling the Option(s) tendered for acceptance under the Option Offer;
 - (d) my/our undertaking to execute such further documents and to do such acts and things by way of further assurance as may be necessary or desirable to cancel my/our Option(s) tendered for acceptance under the Option Offer free from all third party rights, liens, claims, charges, equities and encumbrances in respect of the Option(s), following which such Option(s) will be cancelled; and
 - (e) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror, Haitong International Securities or their respective agents or such person or persons as it/they may direct on the exercise of any of the authorities contained herein.
2. I/We understand that acceptance of the Option Offer by me/us will be deemed to constitute a warranty by me/us to the Offeror that all Options are surrendered by me/us under the Option Offer together with all rights attaching thereto, with effect from the date on which the Option Offer is made, that is, the date of despatch of the Composite Offer Document.
3. I/We warrant that I am/we are the holder of the Option(s) specified in this Form of Acceptance and I/we have the full right, power and authority to surrender my/our Option(s) for cancellation by way of acceptance of the Option Offer.
4. In the event that my/our acceptance is not valid, or is treated as invalid, in accordance with the terms of the Option Offer, all instructions, authorisations and undertakings contained in paragraph 1 above shall cease and in which event, I/we authorise and request you to return to me/us my/our Option certificate(s) and the relevant letter(s) of grant of the Options, together with this Form of Acceptance duly cancelled, by ordinary post at my/our risk to the person and address stated in paragraph 1(b) above or, if no name and address is stated, to me/us at the registered address kept by the Company.
5. I/We enclose the Option certificate(s) and the relevant letter(s) of grant of the Options for the whole or part of my/our holding of Options(s) which are to be held by you on the terms and conditions of the Option Offer. I/We understand that no acknowledgement of receipt of any Form of Acceptance or such Option certificate(s) and the relevant letter(s) of grant of the Options will be given. I/we further understand that all documents will be sent at my/our own risk.
6. I/We warrant to the Offeror and Haitong International Securities that I/we have satisfied the laws of the jurisdiction which my/our registered address as kept by the Company belongs in connection with my/our acceptance of the Option Offer, including the obtaining of any governmental, exchange control or other consent which may be required and the compliance with necessary formalities or legal or regulatory requirements that I/we have not taken or omitted to take any action which will or may result in the Company, the Offeror or Haitong International Securities or any other person acting in breach of the legal or regulatory requirements of any jurisdiction in connection with the Option Offer or my/our acceptance thereof, and am/are permitted under all applicable laws to receive and accept the Option Offer, and any revision thereof, and that such acceptance is valid and binding in accordance with all applicable laws.
7. I/We warrant to the Offeror and Haitong International Securities that I/we shall be responsible for payment of any transfer or other taxes or duties, if any, payable in respect of the jurisdiction where my/our address is located in connection with my/our acceptance of the Option Offer.
8. I/We acknowledge that, save as expressly provided in the Composite Offer Document and this Form of Acceptance, all acceptance, instructions, authorities and undertakings hereby given shall be irrevocable and unconditional.

本接納表格乃重要文件，請即處理。閣下如對本接納表格之任何方面或應採取之行動有任何疑問，應諮詢閣下之持牌證券交易商或註冊證券機構、銀行經理、律師、專業會計師或其他專業顧問。

向海外購股權持有人提出購股權要約或會受有關司法權區之法例禁止或影響。海外購股權持有人應取得適當的法律意見，自行瞭解並遵守任何適用法例規定。欲接納購股權要約的各海外購股權持有人有責任完全遵守相關司法權區之法例，包括但不限於取得任何可能必要之政府、外匯管制或其他同意及任何登記或存檔或辦理所有必要之正式手續，以及規例及/或法例規定。海外購股權持有人亦須全面負責支付任何人士於所有司法權區任何轉讓費或其他施加之稅項及徵費，而要約人、海通國際證券及任何涉及購股權要約之人士均有權獲悉數賠償及毋須就海外購股權持有人可能須付之任何稅項承擔任何責任。閣下接納購股權要約，即被視作表示閣下保證閣下根據所有適用法例可收取及接納購股權要約(包括任何有關修訂)，而有關接納根據所有適用法例為有效及具約束力。閣下決定是否接納購股權要約應諮詢專業意見。

本接納表格填寫方法

本接納表格應與綜合要約文件一併閱讀。綜合要約文件附錄一之條文已經收錄在本接納表格內，並構成其中一部份。

閣下如欲接納由海通國際證券代表要約人提出之購股權要約，應填妥及簽署本接納表格之背頁，連同閣下交出以接納購股權要約之相關購股權證書及/或所有授予文件(指明接納購股權要約的相關股份數目)(信封面須註明「Magnum Entertainment Group Holdings Limited-購股權要約」)，於實際可行情況下盡快郵寄或專人送遞之方式送抵公司的公司秘書(地址為香港中環威靈頓街1號荊威廣場22樓)，方為有效，惟無論如何必須於二零一五年五月十五日(星期五)下午四時正(或要約人在執行人員允許下可能公佈之有關較後時間及/或日期)前送達。

購股權要約之接納表格

致：要約人及海通國際證券

1. 本人/吾等一經簽署本接納表格(不論本接納表格是否已註明日期)，即表示本人/吾等之承繼人及受讓人將受此約束，並表示：
 - (a) 本人/吾等按綜合要約文件及本接納表格所述代價，願意不可撤回地按照並遵守當中所列條款及條件，就本接納表格所註明之購股權數目接納綜合要約文件所載由海通國際證券代表要約人提出之購股權要約；
 - (b) 本人/吾等不可撤回地指示及授權要約人、海通國際證券或彼等各自之代理，各自就本人/吾等根據購股權要約之條款應得之現金代價，以「不得轉讓—只准入抬頭人賬戶」方式向本人/吾等開出劃線支票，連同購股權要約項下要約人並無接納之購股權餘額涉及的購股權證書及授予函件，按以下地址以平郵方式寄予以下人士，或如無於下欄填上姓名及地址，則按本公司存置之登記地址以平郵方式寄予本人或吾等，郵誤風險概由本人/吾等承擔：
姓名：(請用正楷填寫) _____
地址：(請用正楷填寫) _____
 - (c) 本人/吾等不可撤回地指示及授權要約人及/或海通國際證券及/或彼等任何一方可能指定的任何人士，就本人/吾等接納購股權要約事宜，各自代表本人/吾等填妥及簽署任何就購股權要約項下就接納而交出的購股權予以註銷而言屬必需或合宜之文件及進行任何其他有關行動；
 - (d) 本人/吾等承諾於必需或合宜時簽署有關其他文件及辦理有關其他手續及事項，以註銷本人/吾等任何就購股權要約項下就接納而交出的購股權，有關購股權將不附所有第三方權利、留置權、申索、押記、衡平權利及產權負擔，此後該等購股權將予註銷；及
 - (e) 本人/吾等同意追認由要約人、海通國際證券或彼等各自之代理或彼等任何一方可能指定之有關人士於行使本表格所載任何權利時可能作出或進行之各種行動或事宜。
2. 本人/吾等明白，本人/吾等接納購股權要約將被視為表示本人/吾等保證本人/吾等根據購股權要約交回之購股權連同所有附帶權利，自作出購股權要約日期起(即綜合要約文件的寄發日期)起生效。
3. 本人/吾等保證，本人/吾等是本接納表格所指的購股權的持有人，而本人/吾等有十足權利、權力及授權以接納購股權要約之方式，交出本人/吾等之購股權予以註銷。
4. 倘本人/吾等之接納根據購股權要約之條款而言乃屬無效或被視為無效，則上文第1段所載之所有指示、授權及承諾均會失效。在此情況下，本人/吾等授權並懇請閣下將購股權證書及相關之購股權授予函件，連同已正式註銷之本接納表格，以平郵方式一併寄予上文1(b)段所列之人士及地址，或如未有列明姓名及地址，則按本公司存置之登記地址寄予本人/吾等，郵誤風險概由本人/吾等承擔。
5. 本人/吾等茲附上本人/吾等持有之購股權之全部或部分之購股權證書及相關之購股權授予函件，由閣下按購股權要約之條款及條件予以持有。本人/吾等明白任何交回之接納表格或該等購股權證書及相關之購股權授予函件概不獲發收據。本人/吾等亦了解以平郵方式寄發之所有文件之一切郵誤風險概由本人/吾等自行承擔。
6. 本人/吾等向要約人及海通國際證券保證，本人/吾等已遵守在本公司存置之本人/吾等登記地址所在司法權區關於本人/吾等接納購股權要約方面之法例，包括取得任何所需之政府、外匯管制機關或其他方面之同意，及辦理一切必須之手續或遵守法律規定，而本人/吾等並無採取或遺漏採取任何行動，致使導致(或可能導致)本公司、要約人或海通國際證券或任何其他人士就進行購股權要約或本人/吾等之接納而違反任何司法權區之法例或監管規定，且本人/吾等現根據所有適用法例乃有權接受及接納購股權要約及其任何修訂，而根據所有適用法例，有關的接納均為有效及具有約束力。
7. 本人/吾等向要約人及海通國際證券保證，本人/吾等將負責支付任何本人/吾等地址所在司法權區關於本人/吾等接納購股權要約方面應付之任何轉讓稅或其他稅項或徵稅。
8. 本人/吾等知悉，除在綜合要約文件及本接納表格清楚規定之外，所有就此作出之接納、指示、授權及承諾均為不可撤回及無條件。

PERSONAL DATA

Personal Information Collection Statements

This personal information collection statement informs you of the policies and practices of the Offeror, Haitong International Securities and the Company in relation to personal data and the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) (the “Ordinance”).

1. Reasons for the collection of your personal data

To accept the Option Offer for your Options, you must provide the personal data requested. Failure to supply the requested data may result in the processing of your acceptance being rejected or delayed. It is important that you should inform the Offeror, Haitong International Securities and/or the Company immediately of any inaccuracies in the data supplied.

2. Purposes

The personal data which you provide on this Form of Acceptance may be used, held and/or stored (by whatever means) for the following purposes:

- processing your acceptance and verification of your compliance with the terms and application procedures set out in this Form of Acceptance and the Composite Offer Document;
- cancelling the Option(s) in your name(s);
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- distributing communications from the Offeror and/or its agents such as Haitong International Securities and the Company;
- compiling statistical information and Optionholder profiles;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise);
- establishing your entitlements under the Option Offer;
- any other purpose in connection with the business of the Offeror or the Company; and
- any other incidental or associated purposes relating to the above and other purposes to which the Optionholders may from time to time agree to or be informed of.

3. Transfer of personal data

The personal data provided in this Form of Acceptance will be kept confidential but the Offeror and Haitong International Securities and/or the Company may, to the extent necessary for achieving the purposes above or any of them, make such enquiries as they consider necessary to confirm the accuracy of the personal data and, in particular, they may disclose, obtain, transfer (whether within or outside Hong Kong) such personal data to, from or with any and all of the following persons and entities:

- the Offeror and/or its agent(s), such as Haitong International Securities, the Company and the Registrar;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror, Haitong International Securities, the Company and/or the Registrar, in connection with the operation of its business;
- any regulatory or governmental bodies;
- any other persons or institutions with which you have or propose to have dealings, such as your bankers, solicitors, accountants or licensed securities dealers or registered institution in securities; and
- any other persons or institutions whom the Offeror, Haitong International Securities, the Company and/or the Registrar considers to be necessary or desirable in the circumstances.

4. Access and correction of personal data

The Ordinance provides you with rights to ascertain whether the Offeror, Haitong International Securities, the Company and/or the Registrar holds your personal data, to obtain a copy of that data, and to correct any data that is incorrect. In accordance with the Ordinance, the Offeror, Haitong International Securities, the Company and/or the Registrar have the right to charge a reasonable fee for the processing of any data access request. All requests for access to data or correction of data or for information regarding policies and practices and the kinds of data held should be addressed to the Offeror, Haitong International Securities, the Company and/or the Registrar (as the case may be).

BY SIGNING THIS FORM OF ACCEPTANCE YOU AGREE TO ALL OF THE ABOVE.

個人資料

收集個人資料聲明

本收集個人資料聲明旨在知會閣下有關於約人、海通國際證券及本公司有關個人資料及香港法例第486章個人資料(私隱)條例(「該條例」)的政策及慣例。

1. 收集閣下個人資料的原因

如閣下就本身之購股權接納購股權要約，閣下須提供所需之個人資料。倘閣下未能提供所需資料，則可能導致閣下之接納申請被拒或受到延誤。如所提供的資料不準確，閣下須即時知會要約人、海通國際證券及/或本公司。

2. 用途

閣下於本接納表格提供之個人資料可能會用作、持有及/或保存(以任何方式)作下列用途：

- 處理閣下之接納申請及核實閣下是否已遵循本接納表格及綜合要約文件的條款及申請手續；
- 註銷閣下名義之購股權；
- 核實或協助核實簽名，以及進行任何其他資料核實或交換；
- 由要約人及/或其代理人(如海通國際證券及本公司)發佈通訊；
- 編製統計資料及購股權持有人概況；
- 按法例、規則或規例(無論法定或其他規定)作出披露；
- 確立閣下於購股權要約項下之權益；
- 有關要約人或本公司業務之任何其他用途；及
- 有關上文所述任何其他附帶或關連用途及購股權持有人可能不時同意或知悉的其他用途。

3. 轉交個人資料

於本接納表格所提供之個人資料將作為機密資料保存，惟要約人、海通國際證券及/或本公司為達致上述或有關任何上述之用途，可能作出彼等認為必須之查詢，以確認個人資料之準確性，尤其可向或自下列任何及所有個人及實體披露、獲取或轉交(無論在香港或香港以外的地區)該等個人資料：

- 要約人及/或其代理，如海通國際證券、本公司及登記處；
- 為要約人、海通國際證券、本公司及/或登記處之業務經營提供行政、電訊、電腦、付款或其他服務之任何代理、承包商或第三方服務供應商；
- 任何監管或政府機構；
- 與閣下進行交易或建議進行交易的任何其他人士或機構，如閣下的銀行、律師、會計師或持牌證券商或註冊證券機構；及
- 要約人、海通國際證券、本公司及/或登記處認為必須或適當情況下之任何其他人士或機構。

4. 獲取及更正個人資料

根據該條例規定，閣下有權確認要約人、海通國際證券、本公司及/或登記處是否持有閣下之個人資料，並獲取該資料副本，以及更正任何錯誤資料。依據該條例之規定，要約人、海通國際證券、本公司及/或登記處有權就處理獲取任何資料之請求收取合理之手續費。獲取資料或更正資料或獲取有關政策及慣例及所持資料類型之資料之所有請求，須提交予要約人、海通國際證券、本公司及/或登記處(視情況而定)。

閣下一經簽署本接納表格即表示同意上述所有條款。