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香港交易及結算所有限公司、香港聯合交易所有限公司及香港中央結算有限公司對本接納表格之內容概不負責，對其準確性或完整性亦不發表任何聲明，並明確表示，概不對因本接納表格全部或任何部份內容而產生或因倚賴該等內容而引致之任何損失承擔任何責任。

Unless the context otherwise requires, terms used in this Acceptance Form shall bear the same meanings as those defined in the offer document dated 28 September 2012 issued by China Star Entertainment Limited (the "Offer Document").

除文義另有所指外，本接納表格所用詞彙與中國星集團有限公司於二零一二年九月二十八日刊發之要約文件（「要約文件」）所界定者具有相同涵義。



CHINA STAR ENTERTAINMENT LIMITED

中國星集團有限公司

(Incorporated in Bermuda with limited liability)

(於百慕達註冊成立之有限公司)

(Stock Code: 326)

(股份代號: 326)

CONDITIONAL CASH OFFER

BY

GET NICE SECURITIES LIMITED

ON BEHALF OF

CHINA STAR ENTERTAINMENT LIMITED

TO REPURCHASE UP TO 887,901,665 SHARES

AT A PRICE OF HK\$0.35 PER SHARE

ACCEPTANCE FORM AND TRANSFER OF SHARES

結好證券有限公司

代表

中國星集團有限公司

提出按每股股份0.35港元之價格

購回最多887,901,665股股份之有條件現金要約

接納及過戶表格

Branch Share Registrar: Computershare Hong Kong Investor Services Limited

股份過戶登記分處: 香港中央證券登記有限公司

Shops 1712-1716, 17th Floor, Hopewell Centre,

183 Queen's Road East, Wanchai, Hong Kong

香港灣仔皇后大道東183號合和中心17樓1712-1716號舖

FOR THE CONSIDERATION stated below, the "Transferor(s)" named below hereby transfer(s) to the "Transferee" named below the Share(s) specified below subject to the terms and conditions contained herein and in the accompanying Offer Document.
根據本表格及隨附之要約文件所載之條款及條件，下列「轉讓人」現按下列代價，將以下註明之股份轉讓予下列「承讓人」。

Number of Share(s) 股份數目	Figures 數字	Words 大寫
CERTIFICATE NUMBER(S) 股票號碼		
Transferor(s) name(s) and address(es) in full 轉讓人 全名及詳細地址 (Either typewritten or written in block capitals) (請用打字機或以正楷填寫)	Surname(s) or company names 姓氏或公司名稱	Other Name(s) 名字
	Address(es) 地址	Telephone Number 電話號碼
CONSIDERATION 代價	HK\$0.35 per Share to be satisfied by cash 每股股份0.35港元(將以現金支付)	
TRANSFEEE 承讓人	Name名稱: China Star Entertainment Limited 中國星集團有限公司 Principal Place of Business 主要營業地點: Unit 3409, Shun Tak Centre West Tower 168-200 Connaught Road Central Hong Kong 香港干諾道中168-200號信德中心西翼34樓09室	

Signed by or for and on behalf of the Transferor(s) in the presence of:

轉讓人或其代表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 of witness 見證人地址

Occupation of witness 見證人職業

ALL JOINT

REGISTERED HOLDERS

MUST SIGN HERE

所有聯名登記

持有人均須於

本欄簽署

Signature(s) of Transferor(s)/company chop (if applicable)

轉讓人簽署/公司印鑑(如適用)

Date of Submission of this Acceptance Form

提交本接納表格日期

DO NOT
COMPLETE
請勿填寫本欄

Signed by or for and on behalf of the Transferee in the presence of:

承讓人或其代表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 of witness 見證人地址

Occupation of witness 見證人職業

For and on behalf of 為及代表

China Star Entertainment Limited
中國星集團有限公司

Authorised Signatory(ies) 授權簽署人

Signature of Transferee or its duly authorised agent(s)
承讓人或其正式授權代理人簽署

Date of transfer 過戶日期

Personal Data

Personal Information Collection Statement

The main provisions of the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) (the "Privacy Ordinance") came into effect in Hong Kong on 20 December 1996. This personal information collection statement informs you of the policies and practices of the Company, Get Nice and/or the Registrar in relation to personal data and the Privacy Ordinance.

1. Reasons for the collection of your personal data

To accept the Offer for your Share(s), 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 may also prevent or delay the despatch of the consideration to which you are entitled under the Offer.

2. Purposes

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

- processing your acceptance and verification of compliance with the terms and application procedures set out in this Acceptance Form and the Offer Document;
- registering transfers of the Share(s) out of your name;
- maintaining or updating the relevant register of holders of the Share(s);
- conducting or assisting to conduct signature verification, and any other verification or exchange of information;
- distributing communications from the Company, Get Nice, the Registrar and/or their respective agents;
- compiling statistical information and Shareholder profiles;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise);
- disclosing relevant information to facilitate claims or entitlements;
- any other incidental or associated purposes relating to the above and/or to enable the Company, Get Nice and/or the Registrar to discharge their obligations to Shareholders and/or under applicable regulations, and any other purposes to which Shareholders may from time to time agree or be informed of.

3. Transfer of personal data

The personal data provided in this Acceptance Form will be kept confidential but the Company, Get Nice and/or the Registrar 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 Company, Get Nice, the Registrar and/or their respective agents;
- any agents, contractors or third parties service providers who offer administrative, telecommunications, computer, payment or other services to the Company, Get Nice and/or the Registrar in connection with the operation of their business;
- any regulatory or governmental bodies;
- any other persons or institutions with which you have or propose to have dealings, such as their bankers, solicitors, accountants or licensed securities dealers; and
- any other persons or institutions whom the Company, Get Nice and/or the Registrar consider(s) to be necessary or desirable in the circumstances.

4. Access and correction of personal data

The Privacy Ordinance provides you with rights to ascertain whether the Company, Get Nice and/or the Registrar hold your personal data, to obtain a copy of that data, and to correct any data that is incorrect. In accordance with the Privacy Ordinance, the Company, Get Nice 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 Company, Get Nice and/or the Registrar (as the case may be).

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

個人資料

收集個人資料聲明

香港法例第486章個人資料(私隱)條例(「私隱條例」)之主要條文已於一九九六年十二月二十日在香港生效。本個人資料收集聲明旨在知會閣下有關於本公司、結好及/或登記處有關個人資料及私隱條例之政策及常規。

1. 收集閣下個人資料之原因

倘閣下欲就閣下之股份接納要約，則閣下須提供所需個人資料。若未能提供所需資料，可能會導致閣下之接納不獲受理或有所延誤，亦有可能阻延寄發閣下根據要約應得之代價。

2. 資料用途

閣下於本接納表格提供之個人資料可以任何方式採用、持有及/或保存，以作下列用途：

- 處理閣下之接納及核實是否遵守本接納表格及要約文件載列之條款及申請手續；
- 登記以閣下名義進行之股份轉讓；
- 置存或更新有關股份之股東名冊；
- 核對或協助核對簽名，以及核對或交換任何其他資料；
- 送遞由本公司、結好、登記處及/或彼等各自之代理人發出之通訊；
- 編製統計資料及股東資料；
- 遵照法例、規則或規例(不論法定或在其他方面)之規定作出披露；
- 披露有關資料以便加快進行申索或獲得所有權；
- 與上述有關之任何其他附帶或相關用途及/或令本公司、結好及/或登記處得以履行彼等對股東及/或適用規例項下之責任，以及股東可能不時同意或接獲通知之任何其他用途。

3. 轉交個人資料

本接納表格所載個人資料將會保密，但本公司、結好及/或登記處可能會作出彼等認為必要之查詢以確定個人資料之準確性，以便有關資料可作任何上述用途，尤其是彼等可能會向下列任何及所有人士及實體披露、取得或轉交該等個人資料(不論在香港或香港以外地方)：

- 本公司、結好、登記處及/或彼等之各自代理人；
- 任何向本公司、結好及/或登記處提供與其業務運作有關之行政、電訊、電腦、付款或其他服務之代理、承包商或第三方服務供應商；
- 任何監管或政府機構；
- 現時或擬與閣下有業務往來之任何其他人士或機構，例如銀行、律師、會計師或持牌證券交易商；及
- 本公司、結好及/或登記處在有關情況下認為必需或適當之任何其他人士或機構。

4. 查閱及更正個人資料

私隱條例賦予閣下權利，查證本公司、結好及/或登記處有否持有閣下之個人資料，並索取資料副本及更正任何不確資料。根據私隱條例，本公司、結好及/或登記處有權就處理任何查閱資料之要求收取合理手續費。所有關於查閱資料或更正資料或詢問關於政策及常規及所持資料類別之要求，應向本公司、結好及/或登記處(視乎情況而定)提出。

閣下簽署本接納表格即表示同意上述各項。

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

If you have sold or otherwise transferred all your Shares, you should at once hand this Acceptance Form and the Offer Document to the purchaser(s) or transferee(s) or to the bank, the licensed securities dealer or other agent through whom the sale or transfer was effected for onward transmission to the purchaser(s) or transferee(s).

Get Nice is making the Offer on behalf of the Company. The making of the Offer to the Overseas Shareholders may be prohibited or affected by the laws of the relevant jurisdictions. If you are an Overseas Shareholder, you should obtain appropriate legal advice regarding the implications of the Offer in the relevant jurisdictions with a view to observing all applicable legal or regulatory requirements. It is your responsibility if you wish to accept the Offer to satisfy yourself as to the full observance of the laws and regulations of the relevant jurisdictions in connection therewith, including but not limited to the obtaining of any governmental, exchange control or other consents which may be required and the compliance with all other necessary formalities, regulatory or legal requirements. You will also be fully responsible for the payment of any transfer or other taxes and duties by whomsoever payable in respect of all relevant jurisdictions. The Company, Get Nice, the Registrar or any of their respective directors or any parties or person involved in the Offer shall be entitled to be fully indemnified and held harmless by you for any taxes as you may be required to pay. Acceptance of the Offer by you will constitute a warranty by you that you are permitted under all applicable laws to receive and accept the Offer, and any revision thereof, and such acceptance shall be valid and binding in accordance with all applicable laws.

The provisions set out herein form part of the terms and conditions of the Offer and this Acceptance Form should be read in conjunction with the Offer Document.

WARNING: YOU SHOULD READ CAREFULLY THE INSTRUCTIONS BEFORE COMPLETING THIS ACCEPTANCE FORM. THE DULY COMPLETED ACCEPTANCE FORM DULY RECEIVED BY OR ON BEHALF OF THE COMPANY WILL BECOME IRREVOCABLE AND CANNOT BE WITHDRAWN UNLESS PURSUANT TO RULE 19 OF THE TAKEOVERS CODE.

HOW TO COMPLETE THIS ACCEPTANCE FORM

To accept the Offer made by Get Nice on behalf of the Company, you should complete and sign this Acceptance Form overleaf and forward this entire Acceptance Form, together with the relevant share certificate(s), transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof), for the number of Shares in respect of which you wish to accept the Offer, by post or by hand, to the Registrar, Computershare Hong Kong Investor Services Limited, at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, in an envelope marked "China Star Entertainment Limited – Repurchase Offer" as soon as possible but in any event so as to reach the Registrar by not later than 4:00p.m. on Friday, 9 November 2012 (or such later time and/or date as the Company may decide and announce, subject to the prior consent of the Executive). Should any Shareholder require any assistance in completing this Acceptance Form or have any queries regarding the procedures for acceptance and settlement or any other similar aspect of the Offer, he/she may contact the Registrar on its telephone hotline as soon as possible at (852) 2862 8555 during the period from Friday, 28 September 2012 to the last date for submission of acceptances in respect of the Offer (which is expected to be Friday, 9 November 2012) (both days inclusive) between 9:00 a.m. and 6:00 p.m. from Mondays to Fridays (excluding Hong Kong public holidays) up to the Latest Acceptance Time.

ACCEPTANCE FORM AND TRANSFER IN RESPECT OF THE OFFER

To: Get Nice Securities Limited, the Company and the Registrar

1. My/Our execution of the Acceptance Form overleaf which shall be binding on my/our personal representatives, heirs, successors and assigns shall constitute:
 - (i) my/our irrevocable instruction and authority to the Company and/or Get Nice or their respective agent(s) to collect from the Company or the Registrar on my/our behalf the share certificate(s) in respect of the Shares due to be issued to me/us in accordance with, and against surrender of, the enclosed transfer receipt(s) (if any), which has/have been duly signed by me/us and to deliver the same to the Registrar and to authorise and instruct the Registrar to hold such share certificate(s) subject to the terms of the Offer, as if it is/they were share certificate(s) delivered to them together with this Acceptance Form;
 - (ii) my/our irrevocable instruction and authority to the Company and/or Get Nice or their respective agent(s) to collect from the Company or its agent(s) or the Registrar (as applicable) to send a cheque crossed "Not negotiable – account payee only" drawn in my/our favour for the consideration (after deducting all sellers' ad valorem stamp duty, rounded to the nearest HK\$1.00) to which I/we shall have become entitled under the terms of the Offer (and/or, as applicable, balancing share certificate(s) (the balancing share certificate will be sent/returned in jumbo form unless the Registrar is otherwise duly informed in writing in advance)) by ordinary post at my/our risk or in favour of the person named below or, if no name and address is stated below, to the first-named Accepting Shareholder at the registered address shown in the Register;
(Insert here the name and address of the person to whom the cheque and other documents are to be sent if different from the registered Accepting Shareholder or the first-named of the joint registered Accepting Shareholders.)
Name: (in block capitals) _____
Address: (in block capitals) _____
 - (iii) my/our irrevocable instruction and authority to the Company and/or Get Nice or their respective agent(s) to collect from the Company or such person or persons as it may direct for the purpose, on my/our behalf, to make and execute the contract note and any other document, including an instrument of transfer, required by Section 19(1) of the Stamp Duty Ordinance (Chapter 117 of the Laws of Hong Kong), if applicable to be made and executed by me/us as the seller(s) of the Shares to be sold by me/us under the Offer and to cause the same to be stamped and to cause an endorsement to be made on the Acceptance Form (or instrument of transfer, if required) in accordance with the provisions of that Ordinance if applicable;
 - (iv) my/our irrevocable instruction and authority to the Company and/or Get Nice or their respective agent(s) to collect from the Company or such person or persons as it may direct for the purpose, on my/our behalf, to complete and execute any document on my/our behalf and to do any other act that may be necessary or expedient for the purpose of vesting my/our Shares to the Company; and
 - (v) my/our undertaking to execute any further documents, take any further action and give any further assurances as the Company may consider necessary, desirable or expedient in connection with my/our acceptance of the Offer including, without limitation, to complete the Offer in respect of which I/we have accepted the Offer free from all liens, charges, encumbrances, equitable interests, rights of pre-emption or other third party rights of any nature and together with all rights attaching thereto on the date of their cancellation (including the right to all dividends and distributions declared, made or paid on the date of their cancellation) and/or to perfect any of the authorities expressed to be given under this Acceptance Form or the Offer Document.
2. I/We understand that acceptance of the Offer by me/us will constitute a warranty by me/us to the Company and Get Nice that the number of Share(s) specified in this Acceptance Form will be sold free from all liens, charges, encumbrances, equitable interests, rights of pre-emption or other third party rights of any nature and together with all rights attaching thereto on the date of their cancellation (including the right to all dividends and distributions (if any) declared, made or paid on the date of their cancellation).
3. In the event that my/our acceptance is treated as invalid in accordance with the terms of the Offer, all instructions, authorisations and undertakings given by me/us as contained in paragraph 1 above shall cease in which event, I/we authorise and request you to return to me/us my/our share certificate(s), transfer receipt(s) and/or any other document(s) of title (and/or any indemnity or indemnities in respect thereof), together with this Acceptance Form duly cancelled, by ordinary post at my/our own risk to the person named above or, if no name and address is stated, to me or the first-named of us (in the case of joint registered Accepting Shareholders) at the registered address referred to above.
Note: Where the Accepting Shareholders have sent one or more transfer receipt(s) and in the meantime the relevant share certificate(s) has/have been collected by the Company or its agent(s) from the Registrar on the Accepting Shareholders' behalf, you will be sent such share certificate(s) in lieu of the transfer receipt(s).
4. I/We enclose the relevant share certificate(s), transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) in respect of the ownership of the whole/part of my/our holding of Shares which are to be held by you on the terms of the Offer. I/We understand that no acknowledgement of receipt of any Acceptance Form, share certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) will be given. I/We further understand that all documents will be sent by ordinary post at my/our own risk.
5. I/We warrant that I/we have the full right, power and authority to sell and pass the title and ownership of my/our Shares to the Company by way of acceptance of the Offer.
6. I/We warrant to the Company, Get Nice, the Registrar and any of their respective directors and any person involved in the Offer that I/we have satisfied the laws of the jurisdiction where my/our address is stated in the Register in connection with my/our acceptance of the Offer, including 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, legal or regulatory requirements.
7. I/We warrant to the Company, Get Nice, the Registrar and any of their respective directors and any person involved in the Offer that I/we shall be fully responsible for payment of any transfer or other taxes or duties payable in respect of the jurisdiction where my/our address is located as set out in the Register.
8. I/We acknowledge that, save as expressly provided in the Offer Document and this Acceptance Form, all acceptance, instructions, authorities and undertakings hereby given shall be irrevocable and unconditional.