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If you are in any doubt as to any aspect of this circular or as to the action to be taken, you should consult a stockbroker or other registered dealer in securities, a bank manager, solicitor, professional accountant or other professional adviser.

If you have sold or transferred all your shares in Samsonite International S.A., you should at once hand this circular, together with the enclosed form of proxy, to the purchaser or transferee or to the bank, stockbroker or other agent through whom the sale or transfer was effected for transmission to the purchaser or transferee.

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SAMSONITE INTERNATIONAL S.A.

新 秀 麗 國 際 有 限 公 司 *

13-15 Avenue de la Liberté, L-1931 Luxembourg

R.C.S. LUXEMBOURG: B 159469

(Incorporated in Luxembourg with limited liability)

(Stock code: 1910)

**PROPOSED ADOPTION OF SHARE AWARD SCHEME
AND
NOTICE OF GENERAL SHAREHOLDERS' MEETING**

A notice convening the General Shareholders' Meeting of Samsonite International S.A. to be held at 13-15 Avenue de la Liberté, L-1931 Luxembourg on Friday, September 14, 2012 at 9:00 a.m. (CET)/3:00 p.m. (Hong Kong time) is set out on pages 23 to 24 of this circular. A form of proxy for use at the General Shareholders' Meeting is also enclosed. Such form of proxy is also published on the websites of Hong Kong Exchanges and Clearing Limited (<http://www.hkexnews.hk>) and the Company (www.samsonite.com).

Whether or not you are able to attend the General Shareholders' Meeting, please complete and sign the enclosed form of proxy in accordance with the instructions printed thereon and return it to the Company's branch Share Registrar in Hong Kong, Computershare Hong Kong Investor Services Limited, at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong as soon as possible but in any event not less than 48 hours before the time appointed for the holding of the General Shareholders' Meeting or any adjournment thereof. Completion and return of the form of proxy will not preclude shareholders from attending and voting in person at the General Shareholders' Meeting if they so wish.

August 23, 2012

* For identification purposes only

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RESPONSIBILITY STATEMENT

This document, for which the Directors collectively and individually accept full responsibility, includes particulars given in compliance with the Listing Rules for the purpose of giving information with regard to the Company. The Directors, having made all reasonable enquiries, confirm that to the best of their knowledge and belief the information contained in this document is accurate and complete in all material respects and not misleading or deceptive, and there are no other matters the omission of which would make any statement herein or this document misleading.

DEFINITIONS

In this circular, unless the context otherwise requires, the following expressions shall have the following meanings:

“Adoption Date”	the date on which the conditions to the Share Award Scheme becoming effective as set out in paragraph 3.1 of the Appendix are satisfied;
“Articles of Incorporation”	the articles of incorporation of the Company currently in force;
“associate”	has the meaning ascribed to it in the Listing Rules;
“Award”	an award granted under the Share Award Scheme in the form of an Option or an RSU;
“Board”	the board of Directors from time to time or a duly authorised committee of the Board or such other committee as the Board may authorise;
“business day(s)”	day(s) (other than Saturday and day on which a tropical cyclone warning No.8 or above or a “black rainstorm warning signal” is hoisted in Hong Kong at any time between 9:00 a.m. and 5:00 p.m.) on which banks are open in Hong Kong for general banking business;
“Cause”	with respect to a Grantee, such event as will entitle the Company and/or any of its subsidiaries to terminate the employment or service of the Grantee with immediate notice without compensation under the relevant employment or service agreement or, if it is not otherwise provided for in the relevant employment or service agreement, (a) the commission of an act of theft, embezzlement, fraud, dishonesty, ethical breach or other similar acts or the commission of a criminal offence, (b) a material breach of any agreement, arrangement or understanding between the Grantee and the Company and/or any of its subsidiaries, including any applicable invention assignment, employment, non-competition, confidentiality or other similar agreement, (c) misrepresentation or omission of any material fact in connection with his employment agreement or service agreement, (d) a material failure to perform the customary duties of an employee of the Company and/or any of its subsidiaries, to comply with the reasonable directions of a supervisor or to abide by the policies or codes of conduct of the Group or (e) any conduct that is materially adverse to the name, reputation or interests of the Group;
“Company”	Samsonite International S.A. 新秀丽國際有限公司*, a société anonyme incorporated and existing under the laws of the Grand-Duchy of Luxembourg on 8 March 2011 having its registered office at 13-15 Avenue de la Liberté, L-1931, Luxembourg, registered with the Luxembourg trade and companies register with number B159469 with limited liability, the Shares of which are listed on the Main Board of the Stock Exchange;

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DEFINITIONS

“Competitor”	any corporation, partnership, joint venture, trust, individual proprietorship, firm, governmental unit or other enterprise (including any of their respective affiliates) that carries on activities for profit or is engaged in or is about to become engaged in any activities of any nature that compete (directly or indirectly) with a product, process, technique, procedure, device or service of the Company or any of its subsidiaries;
“connected person”	has the meaning as ascribed to it in the Listing Rules;
“Director(s)”	the director(s) of the Company;
“Disability”	a disability, whether temporary or permanent, partial or total as determined by the Board in its absolute discretion;
“Exercise Period”	in respect of any Option, the period to be determined by the Board and notified to the Grantee in the notice of grant or, where applicable, any period for the exercise of an Option determined under paragraph 12 of the Appendix, which period shall commence on the Vesting Date and shall expire no later than 10 years from the Offer Date;
“Exercise Price”	the price per Share at which a Grantee may subscribe for or acquire Shares upon the exercise of an Option, as determined under paragraph 5.2 of the Appendix;
“General Shareholders’ Meeting”	a General Shareholders’ Meeting of the Company to be held at 13-15 Avenue de la Liberté, L-1931 Luxembourg on Friday, September 14, 2012 at 9:00 a.m. (CET)/3:00 p.m. (Hong Kong time) notice of which is set out on pages 23 to 24 of this circular, or any adjournment thereof;
“Grantee”	any Participant who accepts an Offer in accordance with the terms of the Share Award Scheme or, where the context so permits, a person entitled to any such Option in consequence of the death of the original Grantee or the legal personal representative of such person;
“Group”	the Company and its subsidiaries;
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong;
“inside information”	price sensitive information and inside information, as each of those terms are defined under the Listing Rules from time to time;
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange;
“Luxembourg Companies Law”	The Luxembourg law of 10 August 1915 on commercial companies and of the amending laws in force;

DEFINITIONS

“New Approval Date”	has the meaning ascribed to it in paragraph 6.2 of the Appendix;
“Offer”	the offer of the grant of an Award under the Share Award Scheme;
“Offer Date”	in respect of an Award, the date on which an Offer is made to a Participant, which must be a business day;
“Option”	an option to subscribe for or acquire Shares which is granted under the Share Award Scheme;
“Participants”	the Directors (including executive Directors, non-executive Directors and independent non-executive Directors), the directors of the Company’s subsidiaries, the employees of the Group or any other persons as determined by the Board who the Board considers, in its absolute discretion, have contributed or will contribute to the Group;
“RSU”	a restricted share unit, being a contingent right to receive Shares which is awarded under the Share Award Scheme;
“Scheme Mandate Limit”	the total number of Shares in respect of which Awards may be granted under the Share Award Scheme and any other share award schemes of the Company, being (a) 10 per cent. of the Shares in issue on the Adoption Date, or (b) 10 per cent. of the Shares in issue as at the New Approval Date;
“Shares”	fully paid ordinary shares with a nominal value of US\$0.01 each in the share capital of the Company or, if there has been a sub-division, reduction, consolidation, reclassification or reconstruction of the share capital of the Company, the shares forming part of the ordinary share capital of the Company of such nominal amount as shall result from any such sub-division, reduction, consolidation, reclassification or reconstruction;
“Shareholder(s)”	holder(s) of Share(s);
“Share Award Scheme”	the share award scheme to be adopted by the Company at the General Shareholders’ Meeting, the principal terms of which are set out on pages 10 to 22 of this circular;
“Stock Exchange”	The Stock Exchange of Hong Kong Limited;
“subsidiary”	has the meaning ascribed to it in the Listing Rules;
“substantial shareholder”	has the meaning ascribed to it in the Listing Rules;
“Term”	has the meaning ascribed to it in paragraph 3.2 of the Appendix;

DEFINITIONS

“Trustee”	the professional trustee from time to time of the Share Award Scheme appointed by the Company under paragraph 3.3 of the Appendix;
“US\$”	United States dollars, the lawful currency of the United States;
“vest”	(a) in respect of Shares underlying an Option, the Grantee becoming entitled to exercise the Option to subscribe for or acquire such Shares; and (b) in respect of Shares underlying an RSU, the Grantee becoming entitled to receive such Shares;
“Vesting Date”	in respect of an Award, the date to be determined by the Board and notified to the relevant Grantee in the notice of grant on which the Shares underlying such Award shall vest;
“Vesting Period”	the period commencing on the Offer Date and ending on the Vesting Date;
“%”	per cent.



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(Incorporated in Luxembourg with limited liability)

(Stock code: 1910)

Executive Directors:

Timothy Parker (*Chairman and Chief Executive Officer*)

Kyle Gendreau

Ramesh Tainwala

Registered Office:

13-15 Avenue de la Liberté

L-1931

Luxembourg

Non-executive Directors:

Nicholas Clarry

Keith Hamill

Hardy McLain

Principal Place of Business in Hong Kong:

13/F, AXA Center

151 Gloucester Road

Wan Chai

Hong Kong

Independent Non-executive Directors:

Paul Etchells

Miguel Ko

Ying Yeh

August 23, 2012

To the Shareholders

Dear Sir/Madam,

**PROPOSED ADOPTION OF SHARE AWARD SCHEME
AND
NOTICE OF GENERAL SHAREHOLDERS' MEETING**

1. INTRODUCTION

The purpose of this circular is to provide the Shareholders with information in respect of the resolutions to be proposed at the General Shareholders' Meeting relating to the adoption of the Share Award Scheme, and to give notice of the General Shareholders' Meeting.

2. PROPOSED ADOPTION OF THE SHARE AWARD SCHEME

The Share Award Scheme constitutes a share award scheme governed by Chapter 17 of the Listing Rules and adoption of the Share Award Scheme is subject to the approval of the Shareholders in the General Shareholders' Meeting to be held on September 14, 2012.

* *For identification purposes only*

LETTER FROM THE BOARD

As at the date hereof, the number of Shares in issue was 1,407,137,004 Shares. Subject to the passing of the resolutions approving the Share Award Scheme and on the basis of such figure (and assuming no Shares are issued or repurchased after the date hereof and up to the date of passing the relevant resolutions), the Directors would be authorised to grant Awards in respect of up to 140,713,700 Shares, representing approximately 10 per cent. of the Company's issued share capital as at the date of the resolutions approving the Share Award Scheme.

Under the Share Award Scheme, the Board may grant Awards of Options or RSUs to participants. The difference between RSUs and Options is that holders of Options have the right to elect, at their discretion, whether to exercise their Option to subscribe for the new Share; and they are required to pay an exercise price upon such exercise. By contrast, holders of RSUs hold contingent rights to receive Shares when the RSUs vest. Upon the vesting of an Award of RSUs, they neither elect whether to receive the Shares underlying the RSUs nor pay any consideration in order to receive those Shares: instead, the Shares will automatically be issued or transferred (as the case may be) to the RSU holders in accordance with the terms of the Share Award Scheme. As participants are not required to pay for Shares upon vesting of an Award of RSUs, they can receive the same economic advantage using fewer Shares than upon exercise of an Award of Options, which means that the dilutive effect of Awards of RSUs is less than that of Awards of Options. The Board will consider these factors as well as all applicable laws, rules and regulations and the Scheme's purpose (as described below) in determining whether to make Awards of Options or of RSUs.

The purpose of the Share Award Scheme is to attract skilled and experienced personnel, to incentivise them to remain with the Group and to motivate them to strive for the future development and expansion of the Group by providing them with the opportunity to acquire equity interests in the Company. The achievement of this purpose is facilitated by the rules of the Share Award Scheme, which allow the Board to determine the participants to be granted Awards; whether their Awards take the form of Options and/or RSUs; the terms on which each Award is granted, including as to the minimum period for which it must be held and any performance targets that must be reached before it will vest or can be exercised; and the exercise price of an Award of an Option (subject to the minimum exercise price prescribed by the rules of the Share Award Scheme). This discretion enables the Board to grant Awards which are appropriate to the participants, based on factors such as their working experience, industry knowledge and their past and/or expected contribution to the development and success of the Group.

The Directors consider that it is not appropriate or helpful to the Shareholders to state the value of all Awards that can be granted under the Share Award Scheme as if they had been granted on 20 August 2012, being the latest practicable date. The Directors believe that any statement regarding the value of the Awards as at the latest practicable date will not be meaningful to the Shareholders, since the Awards to be granted shall not be assignable, and no holder of an Award shall in any way sell, transfer, charge, mortgage, encumber or create any interest in favour of any third party over or in relation to any Award.

In addition, the calculation of the value of the Awards is based on a number of variables such as exercise price, exercise period, interest rate, expected volatility and other relevant variables. The Directors believe that any calculation of the value of the Awards as at the latest practicable date based on a great number of speculative assumptions would not be meaningful and would be misleading to the Shareholders.

An application has been made by the Company to the Listing Committee of the Stock Exchange for the listing of, and permission to deal in, the new Shares which may be issued pursuant to the exercise of the Awards which may be granted under the Share Award Scheme.

As of the date of this document, no Award had been granted or agreed to be granted by the Company under the Share Award Scheme.

LETTER FROM THE BOARD

None of the Directors is a trustee of the Share Award Scheme or has a direct or indirect interest in the trustee of the Share Award Scheme.

As at the date hereof, to the extent that the directors of the Company are aware having made all reasonable enquiries, none of the shareholders is required to abstain from voting on this resolution in relation to the adoption of the Share Award Scheme.

The full terms of the Share Award Scheme may be inspected at the Company's branch office in Hong Kong at 13/F., AXA Center, 151 Gloucester Road, Wan Chai, Hong Kong and the Company's registered office at 13-15 Avenue de la Liberté, L-1931 Luxembourg from the date of this document up to and including the date of the Company's General Shareholders' Meeting, and at such General Shareholders' Meeting.

A summary of the principal terms of the Share Award Scheme is set out in the Appendix to this Circular.

Details of the Share Award Scheme, including particulars and movements of the Awards granted during each financial year of the Company, and the employee costs arising from the grant of the Awards will be disclosed in the Company's annual report.

3. GENERAL SHAREHOLDERS' MEETING AND PROXY ARRANGEMENT

The notice of the General Shareholders' Meeting is set out on pages 23 to 24 of this circular. At the General Shareholders' Meeting, resolutions will be proposed to approve the adoption of the Share Award Scheme.

Pursuant to the Listing Rules, any vote of shareholders at a general meeting must be taken by poll. Accordingly, the proposed resolutions will be put to vote by way of poll at the General Shareholders' Meeting.

An announcement on the poll vote results will be made by the Company after the General Shareholders' Meeting in the manner prescribed under Rule 13.39(5) of the Listing Rules.

A form of proxy for use at the General Shareholders' Meeting is enclosed with this circular and such form of proxy is also published on the websites of Hong Kong Exchanges and Clearing Limited (<http://www.hkexnews.hk>) and the Company (www.samsonite.com). To be valid, the form of proxy must be completed and signed in accordance with the instructions printed thereon and deposited at the Company's branch Share Registrar in Hong Kong, Computershare Hong Kong Investor Services Limited, at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong as soon as possible but in any event not less than 48 hours before the time appointed for holding the General Shareholders' Meeting or any adjournment thereof. Completion and delivery of the form of proxy will not preclude you from attending and voting at the General Shareholders' Meeting if you so wish.

LETTER FROM THE BOARD

4. RECOMMENDATION

The Directors consider that the proposed adoption of Share Award Scheme is in the best interests of the Company, the Group and the Shareholders. Accordingly, the Directors recommend the Shareholders to vote in favour of the relevant resolutions to be proposed at the General Shareholders' Meeting.

Yours faithfully,
For and on behalf of the Board
Timothy Charles Parker
Chairman

The following is a summary of the principal terms of the Share Award Scheme proposed to be adopted at the General Shareholders' Meeting. The Share Award Scheme is governed by, and its terms are in accordance with, the provisions of Chapter 17 of the Listing Rules.

1. PURPOSE OF THE SHARE AWARD SCHEME

The purpose of the Share Award Scheme is to attract skilled and experienced personnel, to incentivise them to remain with the Group and to motivate them to strive for the future development and expansion of the Group by providing them with the opportunity to acquire equity interests in the Company.

2. WHO MAY PARTICIPATE IN THE SHARE AWARD SCHEME

On and subject to the terms of the Share Award Scheme and the Listing Rules, the Board shall be entitled (but shall not be bound) at any time during the Term to make an Offer to any Participant, as the Board may in its absolute discretion select.

3. STATUS OF THE SHARE AWARD SCHEME

3.1 Conditions of the Share Award Scheme

The Share Award Scheme shall take effect subject to (a) the passing of the resolutions by the Shareholders to approve and adopt the Share Award Scheme and to authorise the Board to grant Awards under the Share Award Scheme and to allot, issue, procure the transfer of and otherwise deal with Shares in connection with the Share Award Scheme; and (b) the Listing Committee of the Stock Exchange granting the listing of, and permission to deal in, the new Shares that may be allotted and issued by the Company to satisfy the Awards which may be granted under the Share Award Scheme.

3.2 Duration of the Share Award Scheme

Subject to paragraph 3.1 and 16, the Share Award Scheme shall be valid and effective for the period commencing on the Adoption Date and expiring on the tenth anniversary thereof or such earlier date as the Share Award Scheme is terminated in accordance with paragraph 16 (the *Term*), after which period no further Awards shall be offered or granted but the provisions of the Share Award Scheme shall remain in full force and effect in all other respects. Awards granted during the Term shall continue to be valid in accordance with their terms of grant after the end of the Term.

3.3 Appointment of Trustee

The Company may appoint the Trustee to assist with the administration, exercise and vesting of Awards granted under the Share Award Scheme. The Company may, to the extent permitted by the Luxembourg Companies Law and the Listing Rules, (a) allot and issue Shares to the Trustee and/or (b) direct and procure the Trustee to make on-market purchases of Shares, in either case to satisfy the Awards upon vesting or exercise. The Company shall, to the extent permitted by the Luxembourg Companies Law, and in the respect of Article 49-6 thereof concerning the provision by a company of financial assistance for the acquisition of its own shares by a third party, provide sufficient funds to the Trustee by whatever means as the Board may in its absolute discretion determine to enable the Trustee to satisfy its obligations in connection with the administration, vesting and exercise of Awards.

4. GRANT OF AWARDS

4.1 Making an Offer

The Board shall, in its absolute discretion and at any time prior to the relevant offer date, determine whether the relevant Award shall take the form of an Option and/or an RSU.

An Offer shall be made to a Participant by a notice of grant in such form as the Board may from time to time determine requiring the Participant to undertake to hold the Award on the terms on which it is to be granted and to be bound by the terms of the Share Award Scheme. The notice of grant shall specify the terms on which the Award is to be granted, including: (a) whether the Award is in the form of an Option and/or an RSU; (b) the number of Shares underlying the Award; (c) the Vesting Date and any performance conditions or other conditions that must be satisfied in order for the Award to vest in whole or in part; (d) in the case of an Award of an Option, the Exercise Price and the Exercise Period; and (e) any other terms which may be imposed or not imposed either on a specific Award or generally, provided such terms shall not be inconsistent with any other terms and conditions of this Scheme.

4.2 Acceptance of an Offer

An Offer is accepted when the Company receives from the Grantee the duplicate notice of grant duly executed by the Grantee. The Company may, in its discretion, require the Grantee to pay a remittance of HK\$1.00 (or such other amount in any other currency as the Board may determine) as consideration for the grant of an Option. Such remittance is not refundable in any circumstances.

The Offer shall remain open for acceptance by the Participant for such time to be determined by the Board, provided that no such Offer shall be open for acceptance after the expiry of the Term or after the Participant to whom the Offer is made has ceased to be a Participant. To the extent that the Offer is not accepted within the time period and in the manner specified in the Offer, the Offer will be deemed to have been irrevocably declined and will lapse.

4.3 Restrictions on Time of Grant

The Company may not grant any Options after inside information has come to its knowledge until it has announced the information. In particular, it may not grant any Option during the period commencing one month immediately before the earlier of:

- (a) the date of the meeting of the Board (as such date is first notified to the Stock Exchange in accordance with the Listing Rules) for the approval of the Company's results for any year, half-year, quarterly or any other interim period (whether or not required under the Listing Rules); and
- (b) the deadline for the Company to publish an announcement of its results for any year or half-year under the Listing Rules, or quarterly or any other interim period (whether or not required under the Listing Rules),

and ending on the date of the results announcement, no Award may be granted; and where a grant of an Award is to a Director, no Award may be granted on any day on which the financial results of the Company are published and during the period of:

- (c) 60 days immediately preceding the publication date of the annual results or, if shorter, the period from the end of the relevant financial year up to the publication date of the results; and
- (d) 30 days immediately preceding the publication date of the quarterly results (if any) and half-year results or, if shorter, the period from the end of the relevant quarterly or half-year period up to the publication date of the results.

4.4 Grant to Connected Persons

Any grant of an Award to any Director, chief executive or substantial shareholder of the Company, or any of their respective associates, shall be subject to the prior approval of the independent non-executive Directors (excluding the independent non-executive Director who is the proposed Grantee of the Award in question) and all grants to connected persons shall be subject to compliance with the requirements of the Listing Rules, including where necessary the prior approval of the Shareholders.

4.5 Grant to Substantial Shareholders and Independent Non-Executive Directors

Where any grant of an Award to a substantial shareholder or an independent non-executive Director of the Company, or any of their respective associates, would result in the Shares issued and to be issued and/or transferred and to be transferred upon the exercise and/or vesting of all Awards already granted and to be granted (including Options and/or RSUs exercised, cancelled and outstanding) to such person under the Share Award Scheme and any other share award schemes of the Company in the 12 month period up to and including the offer date:

- (a) representing in aggregate over 0.1 per cent. of the Shares in issue on the Offer Date; and
- (b) having an aggregate value, based on the closing price of the Shares as stated in the daily quotations sheets issued by the Stock Exchange on the Offer Date, in excess of HK\$5 million,

such further grant of an Award shall be subject to prior approval by the Shareholders in general meeting by way of poll and all connected persons of the Company shall abstain from voting in favour of the resolutions relating to the grant of such Award at such general meeting.

Any change in the terms of an Award granted to any independent non-executive Director or substantial shareholder of the Company, or any of their respective associates, shall also be subject to the prior approval of the Shareholders in general meeting by way of poll and all connected persons of the Company shall abstain from voting in favour of the resolutions relating to the change in the Award's terms.

5. VESTING AND EXERCISE PRICE**5.1 Vesting**

Subject to the terms of the Share Award Scheme and to the specific terms on which each Award is granted, the Shares underlying an Award shall vest on the Vesting Date of such Award, provided that in the case of an RSU, if the vesting date of the RSU falls within a period during which the Company, the Trustee (in its capacity only under its appointment in terms of paragraph 3.3 above) or the relevant Grantee is prohibited from dealing in Shares by the Stock Exchange, the Listing Rules or any applicable laws, rules or regulations, the RSU shall vest on the first business day after the expiry of such period or such later date as the Board notifies to the Grantee. If vesting is subject to the satisfaction of performance or other conditions and such conditions are not satisfied in whole or in part, the Award shall lapse automatically in respect of such proportion of underlying Shares as have not vested with effect from the date on which the conditions are not satisfied.

5.2 Exercise Price

The Exercise Price of an Option shall be determined by the Board at the Offer Date in its absolute discretion but in any event shall not be less than the higher of:

- (a) the closing price of the Shares as stated in the daily quotations sheets issued by the Stock Exchange on the offer date, which must be a business day;
- (b) the average closing price of the Shares as stated in the daily quotation sheets issued by the Stock Exchange for the five business days immediately preceding the offer date; and
- (c) the nominal value of the Shares.

5.3 Exercise

An Option will be deemed to be exercised when the Company receives a written notice from the Grantee accompanied by payment for the full amount of the Exercise Price multiplied by the number of Shares in respect of which the Option is exercised, save to the extent that other arrangements have been made for payment of the Exercise Price which are satisfactory to the Board.

Any amount payable by the Grantee upon exercise of an Option shall be paid by cash, cheque or any other means deemed acceptable by the Board (including, without limitation, the sale on behalf of the Grantee of a sufficient number of the Shares in respect of which the Option is exercised to satisfy the Grantee's payment liability).

6. MAXIMUM NUMBER OF SHARES AVAILABLE FOR THE SHARE AWARD SCHEME**6.1 Scheme Mandate Limit**

At any time during the Term, the maximum aggregate number of Shares in respect of which Awards may be granted under the Share Award Scheme shall be calculated in accordance with the following formula:

$$X = A - B - C$$

where:

X = the maximum aggregate number of Shares in respect of which Awards may be granted under the Share Award Scheme;

A = the Scheme Mandate Limit;

B = the maximum aggregate number of Shares which may be issued and/or transferred upon the vesting or exercise of the Awards already granted under the Share Award Scheme which in the event that there has been a New Approval Date, shall only include those Shares underlying Awards that have been granted since that most recent New Approval Date; and

C = the maximum aggregate number of Shares which may be issued and/or transferred upon the vesting or exercise of the Awards already granted under any other share award schemes of the Company.

Shares in respect of Awards which have lapsed in accordance with the terms of the Share Award Scheme and any other share award schemes of the Company will not be counted for the purpose of determining the maximum aggregate number of Shares which may be issued and/or transferred upon the vesting or exercise of Awards granted under the Share Award Scheme.

6.2 Renewal of Scheme Mandate Limit

The Scheme Mandate Limit may be renewed subject to prior Shareholders' approval, but in any event, the total number of Shares which may be issued and/or transferred upon the vesting or exercise of the Awards granted under the Share Award Scheme and any other share award schemes of the Company following the date of approval of the renewed limit (the *New Approval Date*) under the limit as renewed must not exceed 10 per cent. of the Shares in issue as at the New Approval Date. Shares which may be issued and/or transferred upon the vesting or exercise of Awards granted under the Share Award Scheme and any other share award schemes of the Company (including those outstanding, cancelled, lapsed in accordance with the Share Award Scheme or any other share award schemes of the Company or vested or exercised Awards) prior to the New Approval Date will not be counted for the purpose of determining the maximum aggregate number of Shares which may be issued and/or transferred upon the vesting or exercise of Awards granted following the New Approval Date under the limit as renewed. For the avoidance of doubt, Shares issued prior to the New Approval Date pursuant to the vesting or exercise of Awards granted under the Share Award Scheme and any other share award schemes of the Company will be counted for the purpose of determining the number of Shares in issue as at the New Approval Date.

6.3 Grant of Awards Beyond the Scheme Mandate Limit

Notwithstanding the foregoing, the Company may grant Awards beyond the Scheme Mandate Limit to Participants if:

- (a) separate Shareholders' approval has been obtained for granting Awards beyond the Scheme Mandate Limit to Participants specifically identified by the Company before such Shareholders' approval is sought; and
- (b) the Company, in connection with the seeking of such separate Shareholders' approval, has first sent a circular to Shareholders containing such information as may be required by the Listing Rules.

6.4 Annual Mandate

If the Company proposes to grant Awards of RSUs under the Share Award Scheme during the period between one annual general meeting and the subsequent annual general meeting of the Company which may be satisfied upon vesting by allotment and issue of new Shares, the Company shall, at the Company's annual general meeting, obtain an ordinary resolution granting a mandate specifying:

- (a) the maximum number of new Shares that may underlie the RSUs granted under the Share Award Scheme during the Applicable Period (as defined below) (which, for the avoidance of doubt, shall not be greater than the maximum aggregate number of Shares in respect of which Awards may be granted under the Share Award Scheme pursuant to paragraph 6.1 above, subject always to paragraph 6.2 and 6.3 above and to paragraph 6.5 below); and
- (b) that the Board has the power to allot, issue and otherwise deal with Shares underlying the RSUs granted under the Share Award Scheme during the Applicable Period as and when the Awards vest.

This mandate shall remain in effect from the passing of the ordinary resolution by granting the mandate until the earliest of:

- (a) the end of the next annual general meeting of the Company;
- (b) the end of the period within which the Company is required by law or by its articles of incorporation to hold its next annual general meeting; and
- (c) the variation or revocation of such mandate by an ordinary resolution of the Shareholders in a general meeting,

(the *Applicable Period*).

6.5 Maximum Number of Shares Issued Pursuant to the Exercise of Awards

At any time, the maximum number of Shares which may be issued and/or transferred upon the vesting or exercise of all outstanding Awards which have been granted and have yet to vest or be exercised under the Share Award Scheme and any other share award schemes of the Company shall not exceed 30 per cent. of the Shares in issue from time to time.

6.6 Grantee's Maximum Holding

Subject to the paragraph below, the maximum number of Shares issued and to be issued and/or transferred and to be transferred upon the vesting or exercise of the Awards granted to each Participant under the Share Award Scheme (including all vested, exercised and outstanding Awards) in any 12-month period shall not (when aggregated with any Shares underlying the Awards granted during such period under any other share award schemes of the Company) exceed 1 per cent. of the Shares in issue for the time being.

Where any further grant of Awards to a Participant would result in this 1 per cent. limit being exceeded for the 12-month period up to and including the date of such further grant, such further grant must be separately approved by Shareholders in general meeting with such Participant and his associates abstaining from voting. The Company must send a circular to the Shareholders disclosing the identity of the Participant in question, the number and terms of the Awards to be granted (and Awards previously granted to such Participant) and such other information required under the Listing Rules.

7. RIGHTS ATTACHED TO THE AWARDS

The Awards do not carry any right to vote at general meetings of the Company, or any dividend, transfer or other rights (including those arising on the winding-up of the Company).

No Grantee shall enjoy any of the rights of a Shareholder by virtue of the grant of an Award under the Share Award Scheme, unless and until the Shares underlying the Award are actually allotted and issued or transferred (as the case may be) to the Grantee pursuant to the vesting or exercise of such Award.

8. RIGHTS ATTACHED TO THE SHARES

A Grantee shall not be entitled to any dividends or distributions in respect of any Shares underlying the Awards granted until such Shares have been allotted and issued or transferred to the Grantee. Subject to the foregoing, the Shares to be allotted and issued or transferred upon the vesting or exercise of the Awards shall be subject to all the provisions of the memorandum and articles of incorporation of the Company for the time being in force and shall rank *pari passu* in all respects with, and shall have the same voting, dividend, transfer and other rights (including those rights arising on a winding-up of the Company) as, the existing fully paid Shares in issue on the date on which those Shares are allotted and issued or transferred pursuant to the vesting or exercise of the Awards and, without prejudice to the generality of the foregoing, shall entitle the holders to participate in all dividends or other distributions paid or made on or after the date on which Shares are allotted and issued, or transferred, other than any dividends or distributions previously declared or recommended or resolved to be paid or made if the record date thereof shall be before the date on which the Shares are allotted and issued or transferred.

9. ASSIGNMENT OF AWARDS

An Award shall be personal to the Grantee and shall not be assignable or transferable by the Grantee and the Grantee shall not in any way sell, transfer, charge, mortgage, encumber or create any interest in favour of any third party over or in relation to any Award.

10. CORPORATE EVENTS**10.1 Rights on a Takeover**

If a general offer by way of voluntary offer, takeover or otherwise (other than by way of scheme of arrangement under paragraph 10.2 below) is made to all the Shareholders (or all such Shareholders other than the offeror and/or any person controlled by the offeror and/or any person acting in association or concert with the offeror) by any person and such offer becomes or is declared unconditional prior to the expiry of the Exercise Period of any Option or the Vesting Date of any RSU, the Company shall as soon as practicable give notice to each Participant of such general offer and the Shares underlying the Award (to the extent not already vested) shall vest in accordance with paragraph 10.5 below and, in the case of an Option, the Grantee shall be entitled to exercise the Option (to the extent vested and not already exercised) at any time after the general offer becomes or is declared unconditional and up to the close of such offer (or, as the case may be, revised offer). The Award (to the extent not vested or, in the case of Options, not exercised) will lapse automatically on the date on which such offer (or, as the case may be, revised offer) closes.

10.2 Rights on a Scheme of Arrangement

If a general offer for Shares by way of scheme of arrangement is made by any person to all the Shareholders and has been approved by the necessary number of Shareholders at the requisite meetings prior to the expiry of the Exercise Period of any Option or the Vesting Date of any RSU, the Company shall as soon as practicable give notice to each Participant of such approval and the Shares underlying the Award (to the extent not already vested) shall vest in accordance with paragraph 10.5 below and, in the case of an Option, each Grantee shall be entitled to exercise the Option (to the extent vested and not already exercised) at any time after the meetings whereby the scheme is approved and up to the record date for determining entitlements under such scheme of arrangement. Subject to the scheme of arrangement becoming effective, the Award (to the extent not vested or, in the case of an Option, not exercised) will lapse automatically on the record date for determining entitlements under such scheme of arrangement.

10.3 Rights on a Compromise or Arrangement

If, under the Luxembourg Companies Law, a compromise or arrangement (other than a scheme of arrangement contemplated in paragraph 10.2 above) between the Company and the Shareholders and/or the creditors of the Company is proposed for the purposes of or in connection with a scheme for the reconstruction of the Company or its amalgamation with any other company or companies prior to the expiry of the Exercise Period of any Option or the Vesting Date of any RSU, the Company shall give notice thereof to all the Grantees on the same day as it despatches to the Shareholders and/or its creditors a notice summoning the meeting to consider such a compromise or arrangement and the Shares underlying the Award (to the extent not already vested) shall vest in accordance with paragraph 10.5 below and, in the case of an Option, each Grantee shall be entitled to exercise the Option (to the extent vested and not already exercised) provided that such exercise is not later than three business days prior to the date of the proposed meeting. The Company shall as soon as possible and at least one business day before the date of the proposed meeting, allot and issue or procure the transfer (as the case may be) of such number of Shares to the Grantee which falls to be issued or transferred on such vesting or exercise of the Award, credited as fully paid, and shall register such Shares in the Grantee's name and issue to the Grantee (or his custodian agent) share certificates in respect of such Shares. With effect from the date two business days before the date of such meeting,

the rights of all Grantees to exercise their Options shall be suspended. The Board shall endeavour to procure that the Shares issued or transferred (as the case may be) upon the vesting or exercise of the Awards in such circumstances shall for the purposes of such compromise or arrangement form part of the issued share capital of the Company on the effective date thereof and that such Shares shall in all respects be subject to such compromise or arrangement. If, for any reason, such compromise or arrangement is not approved by the relevant court (whether upon the terms presented to the relevant court or upon any other terms as may be approved by such court), the rights of the Grantees to exercise their Options shall, with effect from the date of the court's order and to the extent they had not been exercised at the date such rights were suspended, be restored in full as if such compromise or arrangement had not been proposed by the Company and neither the Company nor the Directors shall be liable for any loss or damage suffered or sustained by any Grantee as a result of the aforesaid suspension of rights.

10.4 Rights on a Voluntary Winding-up

If a notice is given by the Company to the Shareholders to convene a general meeting for the purposes of considering and, if thought fit, approving a resolution to voluntarily wind-up the Company prior to the expiry of the Exercise Period of any Option or the Vesting Date of any RSU, the Company shall give notice thereof to all the Grantees on the same day as it despatches to the Shareholders the notice convening the meeting. Notwithstanding any other terms on which the Award was granted, the Shares underlying the Award (to the extent not already vested) shall vest in accordance with the paragraph below and, in the case of an Option, each Grantee shall be entitled to exercise the Option (to the extent vested and not already exercised) provided such exercise is not later than three business days prior to the date of the proposed meeting. The Company shall as soon as possible and in any event at least one business day before the date of the proposed general meeting, allot and issue or procure the transfer of (as the case may be) such number of Shares to the Grantee which falls to be issued or transferred on such vesting or exercise of the Award, credited as fully paid and shall register such Shares in the Grantee's name and issue to the Grantee (or his custodian agent) share certificates in respect of such Shares. With effect from the date two business days prior to the date of such meeting, the rights of all Grantees to exercise their Options shall be suspended. If, for any reason, the resolution for the voluntary winding-up of the Company is not approved by the Shareholders, the rights of the Grantees to exercise their Options shall be restored in full, to the extent that they had not been exercised at the date such rights were suspended, as if such resolution for the voluntary winding-up of the Company had not been proposed by the Company and neither the Company nor the Directors shall be liable for any loss or damage suffered or sustained by any Grantee as a result of the aforesaid suspension of rights.

10.5 Upon the occurrence of any of the events referred to in paragraphs 10.1 to 10.4 above, the number of underlying Shares (if any) which shall vest and the date on which any such vesting will occur shall be determined by the Board in its absolute discretion by reference to factors which may include (a) the extent to which any performance or other conditions to vesting have been satisfied and (b) the proportion of the Vesting Period that has expired, in each case as at the relevant event, and the Company shall notify the Grantee of the date on which and the extent to which his Award will vest and, in the case of an Option, the period during which it may be exercised (which period shall not expire after the expiry of the periods for exercising the Options referred to in paragraphs 10.1 to 10.4 above). If the Board determines that any Award shall vest in part only, the balance of the Award shall lapse.

11. LAPSE OF AWARDS

An Award or any part thereof which has not yet vested or which, in the case of an Option, has vested but not yet been exercised shall lapse automatically and not be exercisable on the earliest of:

- (a) in the case of an Option, the expiry of the Exercise Period (subject to the provisions of the Share Award Scheme);
- (b) the date of termination of the Grantee's employment or service by the Company or any of its subsidiaries for Cause;
- (c) the date on which the Grantee:
 - (i) becomes an officer, director, employee, consultant, adviser, partner of, or a shareholder or other proprietor owning an interest of 5 per cent. or more in, any Competitor; or
 - (ii) knowingly performs any act that may confer any competitive benefit or advantage upon any Competitor;
- (d) subject to paragraph 10.1 above, the date on which the offer (or, as the case may be, revised offer) closes;
- (e) subject to paragraph 10.2 above, the record date for determining entitlements under a scheme of arrangement;
- (f) the date on which the compromise or arrangement referred to in paragraph 10.3 above becomes effective;
- (g) the date of the commencement of the winding-up of the Company;
- (h) the expiry of the period for exercising the Option referred to in paragraph 13 below;
- (i) the date on which the Grantee (whether intentionally or otherwise) commits a breach of paragraph 9 above;
- (j) the date on which the Grantee is declared bankrupt or enters into any arrangement or composition with his creditors generally; and
- (k) (in respect of Shares underlying an Award which are subject to performance or other vesting condition(s)) the date on which the condition(s) to vesting are not satisfied.

The Board shall have the right to determine whether the Grantee's employment or service has been terminated for Cause, the effective date of such termination for Cause and whether someone is a Competitor, and such determination by the Board shall be final and conclusive.

12. RIGHTS ON CESSATION OF EMPLOYMENT OR SERVICE

If the Grantee's employment or service with the Company or any of its subsidiaries is terminated for any reason other than for Cause (including by reason of resignation, retirement, death, Disability or non-renewal of the employment or service agreement upon its expiration for any reason other than for Cause) prior to the expiry of the Exercise Period of any Option or the vesting of any RSU, then notwithstanding any other terms on which the Award was granted, the Board shall determine at its absolute discretion and shall notify the Grantee whether following such termination of employment or service the Award (to the extent not already vested) shall vest, the date on which any such vesting will occur and, in the case of an Option, the period within which the Grantee will be entitled to exercise the Option (to the extent not already exercised). To the extent that (a) the Board determines that any Award shall not vest in respect of some or all of the underlying Shares following such termination of employment or service or (b) in the case of an Option, the Option has vested but has not been exercised by the expiry of the period for exercise of Options determined by the Board under this paragraph 12, such Award shall automatically lapse in respect of those underlying Shares with effect from the date on which the Grantee's employment or service is terminated or the expiry of such period for the exercise of Options (as the case may be).

13. CANCELLATION OF AWARDS

The Board may at any time with the consent of and on such terms as may be agreed with the relevant Grantee cancel Awards previously granted but which have not yet vested. Where the Company cancels Awards and offers new Awards to the same Grantee, the offer of such new Awards may only be made with available Awards to the extent not yet granted (excluding the cancelled Awards) within the limits prescribed by paragraph 6 above.

14. REORGANISATION OF CAPITAL STRUCTURE

In the event of an alteration in the capital structure of the Company by way of a capitalisation of profits or reserves, bonus issue, rights issue, open offer, subdivision or consolidation of shares or reduction of the share capital of the Company in accordance with applicable laws and the Listing Rules (other than any alteration in the capital structure of the Company as a result of an issue of Shares as consideration in a transaction to which the Company or any of its subsidiaries is a party or in connection with any share award schemes of the Company) during the Term, such corresponding adjustments (if any) shall be made to:

- (a) the Scheme Mandate Limit;
- (b) the number and/or nominal value of Shares underlying any RSU or part thereof which has not yet vested and/or been satisfied; and/or
- (c) the number and/or nominal value of underlying Shares and the Exercise Price of any Option which has not yet vested or has vested but not yet been exercised and/or satisfied,

or any combination thereof, provided that:

- (d) any such adjustments give a Grantee the same proportion of the share capital of the Company as that to which that Grantee was previously entitled; and

- (e) notwithstanding sub-paragraph (d) above, any adjustments as a result of an issue of securities with a price-dilutive element, such as a rights issue, open offer or capitalisation issue, should be based on a scrip factor similar to the one used in accounting standards in adjusting the earnings per share figures,

but no such adjustments shall be made to the extent that a Share would be issued at less than its nominal value. In respect of any such adjustments, the Auditors or an independent financial adviser to the Company (as the case may be) must confirm to the Board in writing that the adjustments are in their opinion fair and reasonable.

The Company shall engage the Auditors or an independent financial adviser to the Company to certify in writing, either generally or as regards any particular Grantee, that the adjustments made by the Company under this paragraph 14 satisfy the requirements set out in sub-paragraphs (d) and (e) above.

15. ALTERATION OF THE SHARE AWARD SCHEME

Save as provided in this paragraph 15, the Board may alter any of the terms of the Share Award Scheme at any time.

Those specific provisions of the Share Award Scheme which relate to the matters set out in Rule 17.03 of the Listing Rules cannot be altered to the advantage of Participants and changes to the authority of the Board in relation to any alteration of the terms of the Share Award Scheme shall not be made, in either case, without the prior approval of Shareholders in general meeting.

Any alterations to the terms and conditions of the Share Award Scheme which are of a material nature or any changes to the terms of the Awards granted must be approved by the Shareholders in general meeting, except where the alterations or changes take effect automatically under the existing terms of the Share Award Scheme. The Board's determination as to whether any proposed alteration to the terms and conditions of the Share Award Scheme is material shall be conclusive. This Scheme so altered must comply with the requirements of the Listing Rules.

16. TERMINATION OF THE SHARE AWARD SCHEME

The Company by ordinary resolution in general meeting or the Board may at any time terminate the Share Award Scheme and in such event, no further Awards may be offered or granted but in all other respects the terms of the Share Award Scheme shall remain in full force and effect in respect of Awards which are granted during the Term and which remain unvested or which have vested but not yet been exercised immediately prior to the termination of the Share Award Scheme.

17. ADMINISTRATION OF THE SHARE AWARD SCHEME

The Share Award Scheme shall be subject to the administration of the Board whose decision as to all matters arising in relation to the Share Award Scheme or its interpretation or effect shall (save as otherwise provided herein) be final and binding on all parties. The Board shall have the right to (a) interpret and construe the provisions of the Share Award Scheme; (b) determine the persons (if any) who shall be offered Awards under the Share Award Scheme; (c) determine the terms on which Awards are granted; (d) determine the number of Shares underlying the Awards; (e) subject to paragraphs 14 and 15 above, make such adjustments to the terms of the Share Award Scheme and of Awards granted under the Share Award Scheme as the Board deems necessary and shall notify the relevant Grantee(s) of such adjustment(s) by written notice; and (f) make such other decisions or determination as it shall deem appropriate provided that the same are not inconsistent with the provisions of the Share Award Scheme and the Listing Rules. The Board shall have the power from time to time to make or vary regulations for the administration and operation of the Share Award Scheme, provided that the same are not inconsistent with the other provisions of the Share Award Scheme. The Board shall also have the power to delegate its powers to grant Awards and to determine the terms on which such Awards are granted to any of the Directors or any duly authorized committee of the Board from time to time.



SAMSONITE INTERNATIONAL S.A.

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13-15 Avenue de la Liberté, L-1931 Luxembourg

R.C.S. LUXEMBOURG: B 159469

(Incorporated in Luxembourg with limited liability)

(Stock code: 1910)

Notice is hereby given that a General Shareholders' Meeting (the "**General Shareholders' Meeting**") of Samsonite International S.A. (the "**Company**") will be held at 13-15 Avenue de la Liberté, L-1931 Luxembourg on Friday, September 14, 2012 at 9:00 a.m. (CET)/3:00 p.m. (Hong Kong time) for the purposes of considering and, if thought fit, passing (with or without amendments) the following resolutions as ordinary resolutions:

"ORDINARY RESOLUTIONS

1. Approval and adoption of the rules of the share award scheme pursuant to which the Company intends to attract skilled and experienced personnel, to incentivize them to remain with the Company's group and to motivate them to strive for the future development and expansion of the Company's group by providing them with the opportunity to acquire shares in the Company, a copy of which marked "A" is produced to the meeting and for the purpose of identification signed by the Chairman thereof (the "**Share Award Scheme**"), subject to and conditional upon the Listing Committee of The Stock Exchange of Hong Kong Limited (the "**Stock Exchange**") granting the listing of and permission to deal in the shares to be issued pursuant to the vesting or exercise of any awards granted under the Share Award Scheme;
2. Authorization of the board of directors of the Company (the "**Board**") to grant awards of options or restricted share units ("**RSUs**") pursuant to the Share Award Scheme and to allot and issue shares, direct and procure any professional trustee as may be appointed by the Company to assist with the administration, exercise and vesting of options and RSUs to transfer shares and otherwise deal with shares underlying the options and/or RSUs granted pursuant to the Share Award Scheme as and when they vest or are exercised (as the case may be); and
3. Approval of the grant of a mandate authorizing the Board to grant awards of RSUs pursuant to the Share Award Scheme in respect of a maximum number of new shares equal to 10 per cent. of the shares in issue as at the date of adoption of the Share Award Scheme during the period from the date of adoption until the earliest of (a) the conclusion of the Company's next annual general meeting, (b) the end of the period within which the Company is required by any applicable law or its articles of incorporation to hold its next annual general meeting and (c) the date on which the resolution granting such authorization is varied or revoked by ordinary resolution of the Shareholders in general meeting (the "**Applicable Period**") and to allot, issue and deal with shares underlying the RSUs granted pursuant to the Share Award Scheme during the Applicable Period as and when such RSUs vest."

By Order of the Board
SAMSONITE INTERNATIONAL S.A.
Timothy Charles Parker
Chairman

Hong Kong, August 23, 2012

* *for identification purposes only*

NOTICE OF GENERAL SHAREHOLDERS' MEETING

Notes:

1. All resolutions at the General Shareholders' Meeting will be taken by poll pursuant to the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the "**Listing Rules**") and the results of the poll will be published on the websites of Hong Kong Exchanges and Clearing Limited and the Company in accordance with the Listing Rules.
2. Any shareholder of the Company entitled to attend and vote at the above meeting is entitled to appoint a proxy to attend and vote instead of him. A proxy need not be a shareholder of the Company. If more than one proxy is so appointed, the appointment shall specify the number and class of shares in respect of which each such proxy is so appointed.
3. Any shareholder of the Company whose ownership is either recorded through the Central Clearing and Settlement System (CCASS) or maintained with a licensed securities dealer (i.e. not directly recorded in his own name in the Register of Members of the Company) shall only be entitled to vote by providing its instructions to vote to HKSCC Nominees Limited either directly as a CCASS Participant or through its licensed securities dealer and the relevant financial intermediaries. In order to attend and vote at the meeting, any such shareholder shall be appointed by HKSCC Nominees Limited as its proxy to attend and vote instead of him.
4. In order to be valid, the form of proxy must be deposited at the Company's branch Share Registrar in Hong Kong, Computershare Hong Kong Investor Services Limited, at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, or at the registered office of the Company in Luxembourg, at 13-15 Avenue de la Liberté, L-1931 Luxembourg, not less than 48 hours before the time appointed for the holding of the meeting or any adjournment thereof. Delivery of the form of proxy shall not preclude a shareholder of the Company from attending and voting in person at the meeting and, in such event, the instrument appointing a proxy shall be deemed to be revoked.
5. For determining the entitlement to attend and vote at the above meeting, the Register of Members of the Company will be closed from Wednesday, September 12, 2012 to Friday, September 14, 2012 both dates inclusive, during which period no transfer of shares will be registered. The record date for determining which shareholders will be eligible to attend and vote at the General Shareholders' Meeting will be Friday, September 14, 2012. In order to be eligible to attend and vote at the General Shareholders' Meeting, all transfer documents accompanied by the relevant share certificates must be lodged with the Company's branch Share Registrar in Hong Kong, Computershare Hong Kong Investor Services Limited, at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong for registration not later than 4:30 p.m. on Tuesday, September 11, 2012.