

<p>Mox New Year Scratch Card Promotion (the "Promotion") Terms and Conditions</p> <ol style="list-style-type: none"> 1. These terms apply to the Promotion offered by Mox Bank Limited ("Mox", "we", "us"). By participating in the Promotion, you agree to these terms. 2. You must read these terms along with Mox's Personal Information Collection Statement, Privacy Policy, General Terms and Conditions (each of which can be found in the Mox app and/or on our website) and any other terms we may provide to you. These terms apply in addition to any such other terms, and your use of any of our products and services remains subject to such other terms. If there is any inconsistency between these terms and any of our other terms, these terms will prevail. 3. Unless defined in these terms or the context requires otherwise, capitalised terms used in these terms have the same meanings given to them in our General Terms and Conditions. 4. An "Eligible Transaction" is a single transaction for the purchase of goods or services with a value of at least HKD800 made with Mox Credit at restaurants, bars or fast food restaurants, the classification of which is based on the Merchant Category Codes issued by Mastercard Asia/Pacific (Hong Kong) Limited from time to time, and as determined by Mox in its absolute discretion based on transaction records held by Mox (which are final and conclusive, in case of any discrepancy). <p>Without limiting the above, some examples of transactions that are not 'Eligible Transaction(s)' are:</p> <ol style="list-style-type: none"> (a) those that are not eligible for CashBack (see clause 8.5(b) of Schedule 1 (Terms and Conditions for Accounts and Card Management) to the General Terms and Conditions) and e-wallet top-ups including, but not limited to, transactions conducted via WeChat Pay and 	<p>Mox 新年刮刮卡推廣(「本推廣」)條款及細則</p> <ol style="list-style-type: none"> 1. 本條款適用於由 Mox Bank Limited (「Mox」、「我們」) 所提供的推廣。參加本推廣，即表示你同意本條款。 2. 你必須一併閱讀本條款、Mox 的個人資料收集聲明、私隱政策、一般條款及細則，以及我們可能向你提供的任何其他條款(可於我們的網站及/或 Mox 應用程式內參閱)。除本條款外，任何該等條款亦一併適用，而你就使用任何我們的產品及服務仍須受該等其他條款的約束。如本條款與我們任何其他的條款有任何不一致，概以本條款為準。 3. 除非本條款另有定義或另有所指，本條款中使用的定義與我們一般條款及細則的定義含義相同。 4. 「合資格交易」是以 Mox Credit 於餐廳、酒吧或快餐店單筆購買港幣 800 元或以上的商品及服務的交易，根據 Mastercard Asia/Pacific (Hong Kong) Limited 不時所設定的商戶類別代碼釐定，並根據 Mox 持有的交易紀錄及按其絕對酌情權而作出最終決定(如有任何差異，Mox 保留最終決定權)。 <p>在不受上述條款的限制，以下交易例子不視為合資格交易：</p> <ol style="list-style-type: none"> (a) 不合資格享有 CashBack 的交易，詳情請參閱一般條款及細則附表 1(戶口及卡管理條款及細則)第 8.5(b)條及增值電子錢包，包括但不限於通過微信支付進行的交易，以及通過 Apple Pay 增值八達通卡的交易；及
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<p>Octopus top-ups conducted via Apple Pay; and</p> <p>(b) transactions made at the CashBack Merchants which are eligible for 3% CashBack or 5% CashBack; and</p> <p>(c) transactions which do not fall into the Dining category according to the classification based on the Merchant Category Codes issued by Mastercard Asia/Pacific (Hong Kong) Limited from time to time, including but not limited to those made in private parties/functions, private kitchen, food and beverage outlets in food courts/supermarkets/department stores, associations/club houses.</p> <p>We will determine which transactions are 'Eligible Transactions' for the purposes of the Promotion, based on transaction records held by us (which are final and conclusive in case of any discrepancy).</p> <p>5. Each time you complete an Eligible Transaction, you will receive one digital scratch card in your Mox app ("Mox Scratch Card"), each containing a single cash reward ranging from HKD16 to HKD800 (the "Reward") that you can reveal by 'scratching' the Mox Scratch Card in your Mox app. You must 'scratch' your Mox Scratch Card on or before the last day of the Redemption Period.</p> <p>6. Subject to clause 10 of these terms, you will receive your Reward in your Mox Account once:</p> <p>(a) you have scratched the Mox Scratch Card; and</p> <p>(b) the Eligible Transaction, for which you received the Mox Scratch Card, is settled by the merchant (i.e. appear as 'completed' in the Mox app).</p> <p>7. You will receive one Mox Scratch Card per Eligible Transaction. You may receive up to five Mox Scratch Cards during the Promotion Period.</p>	<p>(b) 可獲得 3% CashBack 或 5% CashBack 的 CashBack 商戶進行的交易; 及</p> <p>(c) 根據 Mastercard Asia/Pacific (Hong Kong) Limited 不時所設定的商戶類別代碼釐定為非食肆類別的交易, 包括但不限於酒席宴會、包場派對、私房菜、設於美食廣場/超級市場/百貨公司/俱樂部/會所內之餐飲食肆。</p> <p>我們將根據其持有的交易紀錄而決定一項交易是否為「合資格交易」(如有任何差異, Mox 保留最終決定權)。</p> <p>5. 當你每次完成一項合資格交易, 你會於 Mox 應用程式內獲發 1 張電子刮刮卡 (「Mox 刮刮卡」), 而每張 Mox 刮刮卡的單次現金價值為港幣 16 元至港幣 800 元(「現金獎賞」)(在 Mox 應用程式內「刮一刮」揭曉現金獎賞)。你須於兌換期的最後一天或之前「刮出」你的 Mox 刮刮卡。</p> <p>6. 受制於本條款第 10 條, 當你符合以下情況才可於你的 Mox 戶口內獲得現金獎賞:</p> <p>(a) 你已刮出 Mox 刮刮卡; 及</p> <p>(b) 該合資格交易已被結算 (即在 Mox 應用程式顯示為「完成」)。</p> <p>7. 每項合資格交易可獲得 1 張 Mox 刮刮卡。於推廣期內, 你最多可獲得 5 張 Mox 刮刮卡。</p> <p>8. Mox 刮刮卡數量有限, 先到先得, 發完即止。此外, 如本條款第 22 條有顯示適用名額 (「名額」), 推廣期將於推廣期最後一天或名額已滿當天 (以較早者為準) 結束。我們不會向你更新名額的使用情況。</p>
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<p>8. The provision of the Mox Scratch Cards are on a first come first served basis, while stocks last. Furthermore, if there is a quota displayed in the table in clause 22 of these terms (the “Quota”), the Promotion Period will end on the earlier of the last day of the Promotion Period or the date on which the use of the Invitation Code has reached the Quota. We will not update you on the use of the Quota.</p> <p>9. You are required to comply with any instructions and/or requirements as set out in the Mox app relating to the receipt of your Mox Scratch Card and/or your Reward. If you fail to follow such instructions and/or requirements, the relevant Mox Scratch Card and/or a related Reward will be deemed to be forfeited.</p> <p>10. You are eligible to receive the reward, gift or any other benefit in respect of the Promotion only if:</p> <p>(a) you hold a valid and active Mox Account in your name when Mox attempts to pay the Reward into your Mox Account, with that Mox Account not having been suspended or closed by you or Mox or in arrears or default; and</p> <p>(b) you satisfy any additional requirements we may specify from time to time.</p> <p>11. Neither your participation in the Promotion nor your eligibility to receive any reward, gift or other benefit in respect of the Promotion may be transferred or assigned to any other person or exchanged or converted into any other benefit or right.</p> <p>12. Mox reserves the right at any time, without notice or reason and in our sole and absolute discretion, to:</p> <p>(a) change or modify the Promotion or these terms (including any dates set out in these terms or any reward gift or other benefit in respect of the Promotion and its monetary value);</p>	<p>9. 你必須遵守 Mox 應用程式所顯示的任何有關獲享 Mox 刮刮卡及/或現金獎賞的指引及/或要求。若你於未能遵守上述指引及/或要求，將視為放棄任何 Mox 刮刮卡及其相應的現金獎賞而不作補償。</p> <p>10. 你只能在以下情況符合資格獲得本推廣的獎賞、禮品或任何其他利益：</p> <p>(a) 當 Mox 向你發放獎賞、禮品或任何其他利益時，你必須持有有效並以自己名義開立的 Mox 戶口，且該 Mox 戶口並未被 Mox 或你暫停或關閉，也沒有拖欠或違約；及</p> <p>(b) 你符合 Mox 可能不時指定的任何額外要求。</p> <p>11. 你參與本推廣或獲享獎賞、禮品或其他利益的資格，均不得轉讓或分配給任何其他人，也不得交換或轉換為任何其他利益或權利。</p> <p>12. Mox 保留全權酌情決定，而不須另行通知或提供理由隨時：</p> <p>(a) 修訂、更改、暫停或終止本推廣或本條款（包括本推廣中定立的任何日期或任何獎賞，禮品或其他利益及現金價值）；</p> <p>(b) 暫停或終止本推廣或本條款；</p> <p>(c) 基於任何 Mox 認為適當的理由拒絕向你發放本推廣中的任何獎賞、禮品或其他利益，包括但不限於合資格交易已被退還或撤銷（全部或部分）以致該合資格交易少於港幣 800 元之金額要求，或當 Mox 認為你的 Mox 戶口存在任何非法、欺詐或異常活動；及</p>
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<p>(b) suspend or terminate the Promotion or these terms;</p> <p>(c) refuse to give you any reward, gift or other benefit in respect of the Promotion for any reason Mox deems appropriate, including, but not limited to, situations where an Eligible Transaction has been refunded or reversed (in full or in part) after which the relevant Eligible Transaction is less than HKD800 or if Mox believes there is any illegal, fraudulent or abnormal activity on your Mox Account; and</p> <p>(d) make any decision or take any action in connection with the Promotion (including to refuse or suspend your participation in the Promotion or determine whether the Promotion can or cannot be combined with any other offer or promotion).</p> <p>Any such decision shall be conclusive and binding on you.</p> <p>13. In the circumstances where you are unable to receive your Mox Scratch Card(s) after meeting all the requirements set out in these terms, solely due to network or technical errors related to the Mox app (the occurrence of such error to be solely determined by us in our absolute discretion), we may (in our absolute discretion) credit into your Mox Account HKD16 for each Mox Scratch Card that was not received by you. Any payment under this clause 13 will not be counted towards the maximum number of Mox Scratch Cards you can receive pursuant to these terms.</p> <p>14. If any dispute arises in connection with the Promotion, Mox's decision is final.</p> <p>15. To the extent permitted by laws and regulations:</p> <p>(a) Mox and its affiliates and shareholders shall not be responsible for any loss, action,</p>	<p>(d) 作出與本推廣相關的任何決定或採取任何行動（包括拒絕或停止你參與本推廣，決定本推廣是否可以與其他任何優惠或推廣一併使用）。</p> <p>任何此等決定均應視為最終決定並對你具有約束力。</p> <p>13. 在你滿足本條款所有要求的前提下，若因與 Mox 應用程式有關的網絡或技術故障（Mox 有絕對酌情權決定該故障是否成立）而導致你未能獲取 Mox 刮刮卡，Mox 可按其絕對酌情權就每張未能獲取的 Mox 刮刮卡，存入港幣 16 元至你的 Mox 戶口內（並且將不會計入你根據本條款可領取的 Mox 刮刮卡數量上限）。</p> <p>14. 如就本推廣有任何爭議，Mox 保留最終決定權。</p> <p>15. 在法律及法規允許的範圍內，就你對本推廣的參與或本條款所致或相關引起的損失(包括任何不向你發放任何獎賞、禮品或其他利益的決定，或你未能收取任何獎賞、獎品或其他利益)：</p> <p>(a) Mox 及其個別關聯公司及股東對你遭受的任何損失、法律行動、法律程序及索償不承擔任何責任；及</p> <p>(b) 你須使 Mox 及其個別關聯公司及股東免於由 Mox 及其個別關聯公司或股東提出或針對 Mox、其個別關聯公司或股東的所有損失、法律行動、法律程序及索償，</p> <p>惟就直接及純粹因 Mox、其關聯公司或股東的疏忽、欺詐行為或故意失責所引致的合理</p>
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<p>proceeding or claim suffered by you; and</p> <p>(b) you shall release Mox and its affiliates and shareholders from all losses, actions, proceedings and claims which may be brought by or against Mox or its affiliates or shareholders</p> <p>arising from or in connection with your participation in the Promotion (including any decision not to give you, or your failure to receive or reward, gift or other benefit) or these terms, unless any such loss, action, proceeding or claim is due to Mox's or its affiliates' or shareholders' negligence, fraud or wilful default and only to the extent such loss, action, proceeding or claim is reasonably foreseeable and has arisen directly and solely from such negligence, fraud or wilful default.</p> <p>This clause 15 continues after the termination of these terms or the expiry of the Promotion.</p> <p>16. The Promotion does not constitute any offer, invitation or recommendation to any person to enter into any transaction.</p> <p>17. Nothing under these terms or the Promotion will deem, imply or suggest that a person or entity is acting as an agent or representative of Mox or otherwise soliciting business on behalf of Mox.</p> <p>18. A person who is not a party to these terms has no rights to enforce or enjoy the benefit of any of their provisions under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) other than as set out in these terms.</p> <p>19. These terms are governed in all respects by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China. The parties submit to the exclusive jurisdiction of the courts of the Hong Kong</p>	<p>可預見之損失、法律行動、法律程序及索償除外。</p> <p>本第 15 條在本條款或推廣終止後繼續有效。</p> <p>16. 本推廣並不構成對任何人進行任何交易的要約、邀請或推薦。</p> <p>17. 本推廣或本條款並未視作、暗示或表示任何人或實體為 Mox 的代理或代表，或以其他方式代表 Mox 招攬業務。</p> <p>18. 並非本條款協議一方的人士無權按《合約（第三者權利）條例》（香港法例第 623 章）執行本條款的任何條文，或享有本條款的任何條文下的利益，除本條款另有列出外。</p> <p>19. 本條款在所有方面均受中華人民共和國香港特別行政區法律的管限及解釋。雙方得受中華人民共和國香港特別行政區法院的專屬管轄權管轄。</p> <p>20. 本推廣條款的英文與中文版本如有任何不一致，概以英文版本為準。</p> <p>21. 借定唔借？還得到先好借！</p> <p>22. 定義</p> <p>以下定義於本條款內具有以下的含義：</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 5px;">Mox 刮刮卡</td> <td style="padding: 5px;">具有本條款第 5 條中的含義</td> </tr> <tr> <td style="padding: 5px;">推廣期</td> <td style="padding: 5px;">2023 年 1 月 20 日開始至 2023 年 2 月 15 日（包括首尾兩日）或在可用庫存 Mox 刮</td> </tr> </table>	Mox 刮刮卡	具有本條款第 5 條中的含義	推廣期	2023 年 1 月 20 日開始至 2023 年 2 月 15 日（包括首尾兩日）或在可用庫存 Mox 刮
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<p>Special Administrative Region of the People's Republic of China.</p> <p>20. The English version prevails if there is any inconsistency between the English and Chinese versions of these terms.</p> <p>21. To borrow or not to borrow? Borrow only if you can repay!</p> <p>22. Definitions</p> <p>The below terms have the following meanings when used in these terms:</p> <table border="1" data-bbox="253 674 786 1402"> <tr> <td>Mox Scratch Card</td> <td>Has the meaning in clause 5 of these terms.</td> </tr> <tr> <td>Promotion Period</td> <td>20 January 2023 to 15 February 2023 (both dates inclusive) or when the Quota has been exhausted, whichever is earlier.</td> </tr> <tr> <td>Redemption Period</td> <td>20 January 2023 to 25 February 2023 (both dates inclusive).</td> </tr> <tr> <td>Quota</td> <td>35,000 Mox Scratch Cards</td> </tr> <tr> <td>Reward</td> <td>Has the meaning in clause 5 of these terms.</td> </tr> </table> <p>Last updated: 31 January 2023</p>	Mox Scratch Card	Has the meaning in clause 5 of these terms.	Promotion Period	20 January 2023 to 15 February 2023 (both dates inclusive) or when the Quota has been exhausted, whichever is earlier.	Redemption Period	20 January 2023 to 25 February 2023 (both dates inclusive).	Quota	35,000 Mox Scratch Cards	Reward	Has the meaning in clause 5 of these terms.	<table border="1" data-bbox="873 195 1395 743"> <tr> <td></td> <td>刮卡名額已耗盡時結束 (以較早者為準)</td> </tr> <tr> <td>兌換期</td> <td>2023 年 1 月 20 日至 2023 年 2 月 25 日 (包括首尾兩日)</td> </tr> <tr> <td>名額</td> <td>35,000 張 Mox 刮刮卡</td> </tr> <tr> <td>現金獎賞</td> <td>具有本條款第 5 條中的含義</td> </tr> </table> <p>最後更新: 2023 年 1 月 31 日</p>		刮卡名額已耗盡時結束 (以較早者為準)	兌換期	2023 年 1 月 20 日至 2023 年 2 月 25 日 (包括首尾兩日)	名額	35,000 張 Mox 刮刮卡	現金獎賞	具有本條款第 5 條中的含義
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