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<p><b>EARN200 Invitation Code Promotion (the “Promotion”) terms and conditions</b></p> <ol style="list-style-type: none"> <li>1. These terms apply to the Promotion offered by Mox Bank Limited (“<b>Mox</b>”, “<b>we</b>”, “<b>us</b>”). By participating in the Promotion, you agree to these terms.</li> <li>2. You must read these terms along with Mox’s Personal Information Collection Statement (<a href="https://mox.com/legal-documents/privacy/#pics">https://mox.com/legal-documents/privacy/#pics</a>), Privacy Policy Statement (<a href="https://mox.com/legal-documents/privacy/">https://mox.com/legal-documents/privacy/</a>), General Terms and Conditions (<a href="https://mox.com/legal-documents/general-terms-and-conditions/">https://mox.com/legal-documents/general-terms-and-conditions/</a>) and any other terms we may provide to you. These terms apply in addition to any such other terms, and the use of your Mox Card and account(s) will remain subject to our other terms.</li> <li>3. If there is any inconsistency between these terms and any of our other terms, these terms will prevail.</li> <li>4. The dates during which the Invitation Code (as defined below) is active for use is displayed in the table in clause 19 of these terms (the “<b>Promotion Period</b>”). We may change the dates of the Promotion Period at any time in our absolute discretion. The Promotion Period may depend on the number of times the Invitation Code is used to open a Mox Account (the “<b>Quota</b>”). Any Quota applicable to the use of the Invitation Code is displayed in the table in clause 19 of these terms. We will not update you on the use of any Quota applicable to the use of the Invitation Code.</li> </ol>	<p><b>EARN200 邀請碼推廣 (「推廣優惠」) 條款及細則</b></p> <ol style="list-style-type: none"> <li>1. 以下條款適用於由 Mox Bank Limited (「<b>Mox</b>」、「<b>我們</b>») 所提供的推廣優惠。參加本推廣優惠，即表示你同意本條款。</li> <li>2. 你必須一併閱讀本條款、Mox 的個人資料收集聲明 (<a href="https://mox.com/zh/legal-documents/privacy/-pics">https://mox.com/zh/legal-documents/privacy/-pics</a>)、私隱政策聲明 (<a href="https://mox.com/zh/legal-documents/privacy/">https://mox.com/zh/legal-documents/privacy/</a>)、一般條款及細則 (<a href="https://mox.com/zh/legal-documents/general-terms-and-conditions/">https://mox.com/zh/legal-documents/general-terms-and-conditions/</a>)，以及我們可能向你提供的任何其他條款。除本條款外，任何該等條款亦一併適用，而你就 Mox Card 及 Mox 戶口的使用仍須受我們其他條款的約束。</li> <li>3. 本條款與我們任何其他的條款如有任何不一致，概以本條款為準。</li> <li>4. 邀請碼 (定義見下文) 的推廣期可見於本條款第 19 條 (「<b>推廣期</b>」)。Mox 有絕對酌情權隨時更改推廣期。推廣期可能會受以邀請碼於 Mox 開戶的使用次數 (「<b>名額</b>」) 影響。適用於使用邀請碼的名額見本條款第 19 條。我們不會向你更新適用於使用邀請碼名額的使用情況。</li> </ol>

<p>5. To participate in the Promotion, you must:</p> <p>(a) download the Mox app and successfully open a Mox Account using the Invitation Code displayed in the table in clause 19 of these terms (the “<b>Invitation Code</b>”) during the Promotion Period. The Invitation Code is not case sensitive and so its letters can be entered into the Mox app in uppercase or lowercase;</p> <p>(b) during the period from your Mox Account opening date and the following 30 days, spend at least the HKD amount as displayed in the table in clause 19 of these terms and referable to the use of the Invitation Code in aggregate on your Mox Card (digital or physical, from your Mox Account or with Mox Credit) across one, or many, “<b>Successful Purchase Transaction(s)</b>” (“<b>Spend Requirement</b>”) and comply with any other requirements that we may specify in connection with the Promotion or use of the Invitation Code,</p> <p>(each, a “<b>Participant</b>”).</p> <p>Successful Purchase Transaction(s) are ultimately determined by Mox in its absolute discretion based on transaction records held by Mox (which are final and conclusive in case of any discrepancy). The following are some examples of transactions that do <u>not</u> constitute Successful Purchase Transaction(s): cash withdrawals, money transfers via the Mox app and invalid, cancelled, refunded or reversed transactions. Successful Purchase Transactions do not need to have</p>	<p>5. 每位合資格參加者必須：</p> <p>(a) 於推廣期內下載 Mox app 並成功使用在本條款第 19 條列表中顯示的邀請碼 (「邀請碼」) 開立 Mox 戶口；邀請碼不區分大小寫，因此可以將其字母以大寫或小寫形式輸入到 Mox app 內；</p> <p>(b) 於開戶後的 30 日內，以電子或實體 Mox Card (經 Mox Credit 或 Mox 戶口) 進行一次或多次的有效交易 (「有效交易」)，累積消費達至在本條款第 19 條列表中以港元顯示的消費總額 (「消費要求」) 並遵守我們所有其他有關參與推廣優惠及使用邀請碼的要求，</p> <p>(每位稱為「參加者」)。</p> <p>Mox 可根據其持有的交易紀錄 (如有任何爭議，Mox 保留最終決定權) 及按其絕對酌情權對交易是否符合有效交易的定義作出最終決定。以下是一些不符合有效交易的例子：現金提取、經 Mox app 進行的轉賬及任何無效、取消、退款或撤銷的交易等。有效交易並不代表交易需在開戶當日起計的 30 日內完成結算 (即交易狀態於 Mox app 可顯示為「處理中」，而非必須顯示為「已完成」)。</p> <p>6. 每位參加者均有資格獲得我們在本條款第 19 條列表中所列的現金獎賞</p>
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<p>settled (i.e. appear as 'completed' in the Mox app) during the 30-day period following your Mox Account opening date (i.e. they can still appear as 'pending' in the Mox app).</p> <p>6. Each Participant will be eligible to receive a cash reward as displayed in the table in clause 19 of these terms and referable to the use of the Invitation Code (a "Cash Reward") (each, a "Successful Participant"). Cash Rewards will be credited into each Successful Participant's Mox Account by Mox within 30 days of a Successful Participant meeting the Spend Requirement provided that the Successful Purchase Transaction(s) with an aggregate transaction value of at least the HKD amount as displayed in the table in clause 19 of these terms and referable to the use of the Invitation Code have settled (i.e. appear as 'completed' in the Mox app) per Mox's transaction records (which are final and conclusive in case of any discrepancy). A Successful Participant can only receive one Cash Reward. The provision of a Cash Reward is on a first come, first served basis (if a Quota applies) and is in Mox's absolute discretion.</p> <p>7. Each Successful Participant is only eligible for a Cash Reward if:</p> <p>(a) the Successful Participant has never held a Mox Account in their name at any time prior to the opening of their Mox Account using the Invitation Code (irrespective of whether that Successful Participant completed any transactions on their prior Mox Account);</p> <p>(b) the Successful Participant holds a valid Mox Account in their name</p>	<p>(「現金獎賞」) (每位稱為「獲獎者」)。在達到本條款第 19 條所列的消費要求並於所有有效交易的交易狀態顯示為「已完成」後 (即交易狀態於 Mox app 顯示為「已完成」)，Mox 將會在 30 日內把現金獎賞直接存入獲獎者的 Mox 戶口中。Mox 的紀錄將為最終及不可推翻的版本。每名獲獎者只能獲得現金獎賞一次。現金獎賞以先到先得的方式提供，送完即止 (如有名額限制)，並由 Mox 保留絕對酌情權。</p> <p>7. 每位獲獎者只在以下情況下才合資格獲得現金獎賞：</p> <p>(a) 在使用邀請碼開戶前的任何時間，從未以自己名義持有的 Mox 戶口 (無論參加者有否透過之前的 Mox 戶口完成任何交易)；</p> <p>(b) 當 Mox 發放現金獎賞時，參加者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 或該參加者暫停或關閉，也沒有拖欠或違約；及</p> <p>(c) 符合 Mox 向參加者傳達的其他附加要求，例如與推廣優惠或使用邀請碼有關的任何要求。</p> <p>8. 受制於本條款，包括 Mox 對有關推廣優惠或使用邀請碼的任何要求，Mox</p>
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<p>when Mox attempts to pay a Cash Reward, with that Mox Account not having been suspended or closed by the Successful Participant or Mox or in arrears or default; and</p> <p>(c) the Successful Participant meets any additional requirements communicated by Mox, such as any requirements specified in connection with the Promotion or use of the Invitation Code.</p> <p>8. Subject to these terms, including satisfaction of any requirements specified by Mox in connection with the Promotion or use of the Invitation Code, Mox will continue to pay Cash Rewards after the Promotion Period has ended.</p> <p>9. You can only participate in the Promotion once. Neither your participation in the Promotion nor your eligibility for a Cash Reward may be transferred or assigned to any other person or exchanged or converted into any other benefit or right.</p> <p>10. Mox reserves the right at any time, without notice or reason and in its sole discretion, to:</p> <p>(a) change, modify, suspend or terminate the Promotion or these terms (including any Cash Reward and its monetary value);</p> <p>(b) refuse to offer or distribute a Cash Reward to a Successful Participant if Mox believes a Mox Account has been opened for an improper purpose (for example attempting to secure payment of a Cash Reward by closing and opening one or more Mox Accounts) or for any other reason Mox deems appropriate;</p>	<p>將於推廣期結束後繼續發放現金獎賞。</p> <p>9. 你只能參加此推廣優惠一次。你就本推廣的參加資格或現金獎賞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>10. Mox 保留全權酌情決定，恕不另行通知或提供理由，隨時：</p> <p>(a) 修訂、更改、暫停或終止此推廣優惠或本條款（包括任何現金獎賞及獎賞金額）；</p> <p>(b) 拒絕向獲獎者提供或分發現金獎賞，若 Mox 認為該 Mox 戶口存在不正當的開設目的（如試圖通過關閉和開設一個或多個 Mox 戶口以獲得現金獎賞）或任何 Mox 認為適當的理由；</p> <p>(c) 作出與此推廣優惠相關的任何決定（包括拒絕或停止你參與此推廣優惠，決定此推廣優惠是否可以與其他任何優惠或推廣優惠結合使用）；和</p> <p>(d) 決定已被使用的邀請碼是否存在不正當目的，並取消你使用邀請碼的權利。</p> <p>任何此類決定均應視為最終決定並對你具有約束力。</p> <p>11. 如就此推廣優惠有任何爭議，Mox 保留最終決定權。</p>
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(c) make any decision 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); and

(d) determine that an Invitation Code has been used for an improper purpose and cancel your use of any such Invitation Code.

Any such decision shall be conclusive and binding on you.

11. If any dispute arises in connection with the Promotion, Mox's decision is final.

12. **To the extent permitted by laws and regulations, you shall release Mox, its affiliates and shareholders from all actions, proceedings and claims which may be brought by or against Mox, its affiliates or shareholders arising from or in connection with your participation in the Promotion (including any decision not to offer or distribute you, or your failure to receive, a Cash Reward) or these terms, unless due to Mox's, its affiliates' or shareholders' gross negligence, fraud or wilful default and only to the extent of direct and reasonably foreseeable loss and damage arising directly and solely from such gross negligence, fraud or wilful default. This release continues after the termination of these terms or the expiry of the Promotion Period.**

13. You acknowledge that a Cash Reward distributed to you pursuant to these terms may be subsidised by a third party (including direct or indirect shareholders of Mox) (collectively, the "Mox Business Partners"). As a result,

12. 在法律及法規允許的範圍內，你應使 Mox、其關聯公司及股東免於就你對本推廣優惠及本條款相關的參與（包括任何不向你提供現金獎賞的決定，或你未能收取現金獎賞），任何向 Mox、其關聯公司及股東提出的所有法律行動、法律程序及索償。惟就直接及純粹因 Mox、其關聯公司和股東的嚴重疏忽、欺詐行為或故意失責所引致的直接及合理可預見的損失及損害除外。此豁免在本條款或本推廣終止後繼續有效。

13. 你知悉任何給予你的現金獎賞可能是由第三方（包括但不限於 Mox 的直接或間接股東）（統稱為「Mox 合作夥伴」）補貼。因此，Mox 可直接或間接從 Mox 合作夥伴獲得與本推廣有關的利益。任何此類利益的性質、金額和計算方法可隨時間變化而更改。Mox 可絕對享有並有權為自身保留任何此類利益，而無需事先向你披露。Mox 亦可向 Mox 合作夥伴提供與本推廣有關的利益或優惠。

14. 本推廣優惠並不構成對任何人進行本條款所述的任何交易或任何類似交易的要約、邀請或推薦。本推廣優惠或本條款並未視作、暗示或建議推薦人（或其他任何人）代理或代表 Mox 參與任何商業行為。

15. 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

Mox may receive benefits from the Mox Business Partners directly or indirectly in connection with the Promotion. The nature, amount and method of calculating any such benefits may be varied at any time. Mox is entitled to retain any such benefits for its own account and benefit absolutely without having to make any prior disclosure to you. Mox may also offer benefits or advantages to the Mox Business Partners in connection with the Promotion.

14. The Promotion does not constitute any offer, invitation or recommendation to any person to enter into any transaction described in these terms or any similar transaction. 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.
15. 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.
16. These terms are governed in all respects by and construed in accordance with the laws of the Hong Kong Special Administrative Region. The parties submit to the exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.
17. The English version prevails if there is any inconsistency between the English and Chinese versions of these terms.
18. To borrow or not to borrow? Borrow only if you can repay!

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。

16. 本條款在所有方面均受香港特別行政區法律的管限，並須根據香港特別行政區法律的解釋。雙方得受香港特別行政區法院的專屬管轄權管轄。
17. 本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。
18. 借定唔借？還得到先好借。
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邀請碼	EARN200
推廣期	2021 年 9 月 14 日至 2021 年 11 月 30 日
名額	不適用 ( 請注意，我們取消了之前適用的 10,000 個名額限制 )
消費要求	HKD200
現金獎賞	HKD200

最後更新日期：2021 年 10 月 6 日。

19.

<b>Invitation Code</b>	EARN200
<b>Promotion Period</b>	14 September 2021 to 30 November 2021
<b>Quota</b>	Not applicable (please note that we have removed the previously applicable Quota of 10,000)
<b>Spend Requirement</b>	HKD200
<b>Cash Reward</b>	HKD200

Last updated: 6 October 2021