



**Instant Loan 3-month Interest Cash Rebate Promotion ("Promotion") Terms and Conditions**

1. These terms apply to the Promotion offered by Mox Bank Limited ("**Mox**", "**we**", "**us**" or "**our**"). 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 Statement, 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, which continue to apply to your relationship with us and your use of our products and services. 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 have the meaning given to them in our General Terms and Conditions.
4. If:
  - (a) during the Promotion Period, you apply for an Eligible Instant Loan in the Mox app; and
  - (b) your application for the Eligible Instant Loan is one of the first 5,000 applications which are approved by us ("**Quota**") on or before 4 January 2024 (on 18 December 2023, this date was changed to 1 March 2024). (a "**Successful Instant Loan**"),you will be eligible to receive the Cash Rebate, which we will credit into your Mox Account on or before 31 March 2024. For the avoidance of doubt, where there are more than one Eligible Instant Loans, the Successful Instant Loan shall be the first one approved by Mox.

**「即時借」三個月利息現金回贈推廣（「本推廣」）條款及細則**

1. 本條款適用於由 Mox Bank Limited（「**Mox**」或「**我們**」）進行的推廣。參與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、私隱政策聲明、一般條款及細則（分別可於 Mox 應用程式及/或我們的網站找到）及我們可能向你提供的任何其他條款。除本條款外，任何前述條款亦繼續一併適用於你與我們的關係及你就我們的產品及服務的使用。本條款與我們任何其他條款如有任何不一致，概以本條款為準。
3. 除非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. 如果：
  - (a) 你在推廣期期間於 Mox 應用程式內申請「合資格即時借」；及
  - (b) 你的「合資格即時借」申請是於 2024 年 1 月 4 日或之前前（於 2023 年 12 月 18 日，此日期已改為 2024 年 3 月 1 日）獲得我們批准的首 5,000 宗（「**名額**」）之一（「**成功貸款**」），你將有資格獲得現金回贈，我們將在 2024 年 3 月 31 日或之前存入你的 Mox 戶口。為免生疑問，如有多過一項「合資格即時借」，「成功貸款」為首項獲得 Mox 的批准的「合資格即時借」。

<p>5. You can only participate in the Promotion once. You can only receive the Cash Rebate once.</p> <p>6. During the Promotion Period, your participation in the Promotion cannot be combined with any other Instant Loan promotions.</p> <p>7. The Promotion Period will end on the earlier of: the last day of that period and the day on which the number of Successful Instant Loans has been reached 5,000 times, determined by us in our absolute discretion on a first come, first served basis. We will not update you on the quota usage or its continued availability.</p> <p>8. Instant Loan applications are ultimately determined by Mox in its absolute discretion based on Instant Loan application records held by Mox (which are final and conclusive in case of any discrepancy).</p> <p>9. You will receive the reward, gift or any other benefit in respect of the Promotion, only if:</p> <p>(a) you hold a valid Mox Account in your name when Mox attempts to pay the reward, gift or other benefit with that Mox Account not having been suspended or closed by you or Mox or in arrears or default;</p> <p>(b) your Successful Instant Loan is still valid and active at the time Mox attempts to credit the reward, gift or any other benefit; and</p> <p>(c) you satisfy any additional requirements we may specify from time to time.</p> <p>10. We reserve 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</p>	<p>5. 你只能參加本推廣一次。你只能獲得現金回贈一次。</p> <p>6. 在推廣期內，你不能同時參與本推廣活動和任何其他「即時借」推廣活動。</p> <p>7. 推廣期將於以下日期（以較早者為準）結束：推廣期的最後一日或「成功貸款」的數目達到5,000次當日（由我們絕對酌情權按先到先得的原則決定）。我們不會向您更新名額使用方式或其延長有效期的可能性。</p> <p>8. 將根據我們持有的紀錄決定一項「即時借」是否為符合條件的「即時借」申請（如有任何差異，我們保留最終決定權）。</p> <p>9. 你只能於以下情況下獲得與本推廣相關的任何獎賞、禮品或任何其他利益：</p> <p>(a) 如在 Mox 試圖存入獎賞、禮品或任何其他利益之時，你必須持有有效並以自己名義開立的 Mox 戶口，且該 Mox 戶口並未被你或 Mox 暫停或關閉，也沒有拖欠或違約；</p> <p>(b) 你的「成功貸款」仍然有效，並且在 Mox 試圖存入獎賞、禮品或任何其他利益之時未有償還或關閉；及</p> <p>(c) 你符合 Mox 的其他附加要求</p> <p>10. 我們保留全權酌情決定，而不另行通知或提供理由，隨時：</p> <p>(a) 修訂或更改本推廣或本條款（包括本條款列出的任何日期或有關本推廣的任何獎賞、禮品或其他利益及/或其現金價</p>
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<p>other benefit in respect of the Promotion and/or its monetary value);</p> <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:</p> <p>(i) if we believe any proceeds in your accounts with Mox are the proceeds of any illegal, fraudulent or abnormal activity; or</p> <p>(ii) for any other reason we deem appropriate; and</p> <p>(d) 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).</p> <p>Any such decision shall be conclusive and binding on you, and we will not be liable to you for any compensation in respect of any such decision.</p> <p>11. If any dispute arises in connection with the Promotion, our decision is final.</p> <p><b>12. To the extent permitted by laws and regulations:</b></p> <p>(a) Mox and its affiliates and shareholders shall not be responsible for any loss or damages suffered by you; and</p> <p>(b) you shall release Mox and its affiliates and shareholders from all actions, proceedings and claims which may be brought 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 offer or distribute to you, or your failure to receive, any reward, gift or other benefit) or these terms, unless any such</p>	<p>值) ;</p> <p>(b) 暫停或終止本推廣或本條款;</p> <p>(c) 拒絕就本推廣向你提供任何獎賞、禮品或其他利益:</p> <p>(i) 如果我們認為你在 Mox 戶口中的任何收益是任何非法、欺詐或異常活動的收益; 或</p> <p>(ii) 出於我們認為適當的任何其他原因; 及</p> <p>(d) 作出與本推廣相關的任何決定 (包括拒絕或暫停你參與本推廣, 或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>任何此等決定均該視為最終決定並對你具有約束力, 而我們並不會向你作出任何賠償。</p> <p>11. 如有任何有關本推廣的爭議, 我們保留最終決定權。</p> <p><b>12. 在法律及法規允許的範圍內, 就你因參與本推廣或本條款所致或相關引起的損失 (包括任何不向你提供獎賞、禮品或其他利益的決定或你未能獲得任何獎賞、禮品或其他利益) :</b></p> <p>(a) Mox 及其關聯公司及股東對你遭受的任何損失或損害不承擔任何責任; 及</p> <p>(b) 你須使 Mox 及其關聯公司及股東免於針對 Mox、其關聯公司或股東的所有法律行動、法律程序及索償,</p>
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<p>loss, damages, 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, damages, action, proceeding or claim is reasonably foreseeable and has arisen directly and solely from such negligence, fraud or wilful default.</p> <p><b>This clause 12 continues after the expiry or termination of these terms or the Promotion.</b></p> <p>13. The Promotion does not constitute any offer, invitation or recommendation to any person to enter into any transaction.</p> <p>14. 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>15. Nothing in 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>16. A person who is not a party to these terms has no right to enforce or enjoy the benefit of any of these terms pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap. 623), other than as set out in these terms.</p> <p>17. You acknowledge that third parties (including our direct or indirect shareholders) may provide us with payments (such as subsidies) and other benefits or advantages in connection with the Promotion. The nature, amount and method of calculating any such benefits or advantages may vary from time to time. We are entitled to retain any such benefits or advantages for our own account and benefit, absolutely, without having to make any prior disclosure to you.</p> <p>18. You acknowledge that third parties may receive remuneration, commission, rebates or other payments, benefits or</p>	<p><b>惟因 Mox、其關聯公司或股東的疏忽、欺詐行為或故意失責而引致的損失、損害、訴訟、法律程序或索賠而該等損失、損害、法律行動、法律程序或索償是合理可預見的及直接及完全由該等疏忽、欺詐行為或故意失責而引致的除外。</b></p> <p><b>本第12 條在本條款或本推廣終止後仍繼續有效。</b></p> <p>13. 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>14. 你不得將本推廣的參與資格或獲得有關本推廣的任何獎賞、禮品或其他利益的資格轉讓或分配給任何其他人，或交換或轉換作其他利益或權利。</p> <p>15. 本推廣或本條款並未視作、暗示或表示任何人或實體為我們的代理或代表，或以其他方式代表我們招攬業務。</p> <p>16. 除本條款另有列出外，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。</p> <p>17. 你知悉第三方（包括我們的直接或間接股東）可能向我們提供任何與本推廣有關的付款（例如津貼）、其他利益或好處。任何此等利益或好處的性質、金額和計算方法可不時更改。我們可絕對享有並有權為自身保留任何此等利益或好處，而無需事先向你披露。</p> <p>18. 你知悉第三方可直接或間接從我們獲得與本推廣有關的報酬、佣金、回扣或其他付款、利益或好處。任何此等利益或好處的</p>
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advantages from us directly or indirectly in connection with the Promotion. The nature, amount and method of calculating any benefit may vary at any time and such third parties are entitled to retain any such benefit or advantages for its own account and benefit absolutely without having to make any prior disclosure to you.

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 Special Administrative Region of the People's Republic of China.

20. The English version prevails if there is any inconsistency between the English and Chinese versions of these terms.

21. To borrow or not to borrow? Borrow only if you can repay!

## 22. Definitions

The following capitalized terms have the meanings set out below:

(a) "**Cash Rebate**" means one of the following (whichever is lower):

(i) the amount equivalent to three (3) months of the monthly fee for the Successful Instant Loan, which is calculated as follows:

$(\text{monthly fee (\%)} \times \text{Instant Loan amount}) \times 3$

The 'monthly fee', being the amount of interest you will be charged on an Instant Loan and required to repay in each month (the rate of which is calculated by reference to the applicable APR). You may refer to the 'monthly fee' as displayed in the Mox app at the time you apply for an Instant Loan;

**OR**

性質、金額及計算方法可隨時更改。該第三方絕對享有及保留任何此等利益或好處，而不必事先向你披露。

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詮釋。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。

20. 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。

21. 借定唔借？還得到先好借！

## 22. 定義

以下定義具有以下含義：

(a) 「**現金回贈**」指以下其中一項（以較低者為準）：

(i) 相等於「成功貸款」三個月的金額，計算如下：

$(\text{月費 (\%)} \times \text{「即時借」貸款金額}) \times 3$

「月費」，即你就「即時借」將被收取並需要在每月償還的利息金額（其計算參考適用的實際年利率）。你可以參考申請「即時借」時 Mox 應用程式中顯示的「月費」；

**或**

(ii) 港幣 4,000 元。

(b) 「**符合條件的「即時借」申請**」指申請「即時借」的貸款金額及還款期符合下表所列要求的即時貸款：

(ii) HKD4,000.

(b) “**Eligible Instant Loan**” means the application for an Instant Loan of the loan amount and with the repayment period which meets the requirements in the table below:

<u>Instant Loan amount</u>	<u>Repayment period</u>
HKD100,000 or above	36 months or above

(c) “**Promotion Period**” means subject to clause 7 of these terms, the period beginning on 7 November 2023 and ending on 3 January 2024 (Please note, with effect on and from 18 December 2023, the end date of the Promotion Period is extended from 3 January 2024 to 29 February 2024) (both dates inclusive).

(d) “**Quota**” has the meaning given to is in clause 4(b) of these terms.

(e) “**Successful Instant Loan**” has the meaning given in clause 4(b) of these terms.

<u>「即時借」 金額</u>	<u>還款期</u>
港幣 100,000 元 或以上	36 個月或以上

(c) 「**推廣期**」是指受制於本條款第 7 條，2023 年 11 月 7 日至 2024 年 1 月 3 日 (請注意，推廣期完結日自 2023 年 12 月 18 日，由 2024 年 1 月 3 日延長至 2024 年 2 月 29 日) (包括首尾兩日)。

(d) 「**名額**」具有本條款第4(b)條賦予的含義。

(e) 「**成功貸款**」具有本條款第4(b)條賦予的含義。

最後更新日期：2023 年 12 月 18 日

Last updated: 18 December 2023