

**“MMFLASH” Invitation Code Promotion (the “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, General Terms and Conditions (each of which can 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 meanings given to them in our General Terms and Conditions.
4. If you:
  - (a) during the Promotion Period, use the Invitation Code to open a Mox Account;
  - (b) during the period beginning on and from the day you use the Invitation Code and the following 15 days, complete the Mox Account opening process (you will have ‘completed’ the Mox Account opening process once you have received a welcome notification from Mox); and
  - (c) during the period beginning on and from the day you use the Invitation Code and the following 30 days, complete the Mox Credit application process (you will have ‘completed’ the Mox Credit application process once you have received a Mox Credit approval notification from Mox (the day on which you receive your approval notification, your “**Approval Day**”)).

**「MMFLASH」邀請碼推廣（「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、一般條款及細則（可參閱 Mox 應用程式及/或我們的網站）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的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. 如果你：
  - (a) 於推廣期內，使用邀請碼開立 Mox 戶口；
  - (b) 於使用該邀請碼當天及其後 15 天的期間內完成 Mox 戶口開戶程序（即當你收到 Mox 向你發出的迎新通知時，代表你的 Mox 戶口開戶程序已「完成」）；及
  - (c) 於使用該邀請碼當天及其後 30 天的期間內完成 Mox Credit 申請程序（即當你收到 Mox 向你發出的 Mox Credit 批核通知時，代表你的 Mox Credit 批核程序已「完成」），你收到該批核通知當日為「批核日

5. In addition to clause 4 of these terms, if you, during the period beginning on and from your Approval Day and the following 30 days, spend at least HKD800 on one or more, 'Eligible Transaction(s)' (as described in this clause 5) with Mox Credit ("**Spending Requirement**"), subject to these terms, you will receive the Spending Reward, which we will deposit into your Mox Account on or before 16 September 2023.

"**Eligible Transaction(s)**" are transactions for the purchase of goods or services, which we determine (in our sole and absolute discretion) are eligible to contribute towards the Spending Requirement. Without limiting the above:

- (a) for a transaction to be an 'Eligible Transaction' and contribute towards the Spending Requirement, the transaction must have been settled by the merchant (i.e. appear as 'completed' in the Mox app) on or before 18 August 2023; and
- (b) transactions that are ineligible for CashBack are not Eligible Transaction(s) (see clause 8.5(b) of Schedule 1 (Term and conditions for accounts and card management) to the General Terms and Conditions for transactions that are ineligible for CashBack, which include e-wallet top-ups such as transactions conducted through WeChat Pay and Octopus top-ups using Apple Pay).

We will determine whether an Eligible Transaction has occurred based on transaction records held by us (which are final and conclusive in case of any discrepancy).

- 6. You can only participate in the Promotion once. You can only receive the Spending Reward once.
- 7. The use of the Invitation Code is subject to a quota of 500 uses. The 'Promotion Period' will end on the earlier of the last day of that period and the day on which the Invitation

期」。

5. 在完成本條款第 4 條之上，假如你於批核日期其後 30 天的期間內，以 Mox Credit 完成一項或以上的「合資格交易」（於本第 5 條詳述），而該交易金額合共不少於港幣 800 元（「消費要求」），受制於本條款，你將獲得該消費獎賞，獎賞將於 2023 年 9 月 16 日或之前存入你的 Mox 戶口內。

「合資格交易」是由我們（按其絕對酌情權及根據我們持有的交易紀錄）決定的購買商品或服務的交易，以計入消費要求。在不限制以上條款的情況下：

- (a) 一項交易要成為「合資格交易」及計入消費要求，該交易須在 2023 年 8 月 18 日或之前，由該商戶完成結算（即交易狀態必須於 Mox 應用程式顯示為「完成」）；及
- (b) 不合資格賺取 CashBack 的交易不被視為合資格交易（見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)條中列明不合資格賺取 CashBack 的交易，包括電子錢包充值，如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）。

我們將根據我們持有的交易紀錄決定一項交易是否為合資格交易，如有任何差異，我們保留最終決定權。

- 6. 你只能參加本推廣一次。你只能獲得消費獎賞一次。
- 7. 邀請碼的名額為 500 位。該「推廣期

<p>Code has been used 500 times. The use of the Invitation Code is on a first come, first served basis (as determined by us in our absolute discretion). We will not update you on the quota usage or its continued availability.</p> <p>8. You will receive the reward, gift or any other benefit in respect of the Promotion, only if:</p> <p>(a) you have never held a Mox Account in your name at any time prior to the opening your Mox Account using the Invitation Code. You are considered to have held a Mox Account even if you haven't completed any transactions on your prior Mox Account;</p> <p>(b) you still have your Mox Account and Mox Credit when we attempt to give the reward, gift or other benefit with that Mox Account and Mox Credit not having been suspended or closed by you or us or in arrears or default; and</p> <p>(c) you satisfy any additional requirements we may specify from time to time.</p> <p>9. 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 benefit in respect of the Promotion and/or its respective 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 your Mox Account has been opened for an improper purpose (for example, to secure multiple rewards, gifts or other benefits by closing and opening one</p>	<p>將於該期間的最後一天或該邀請碼名額已用完當天結束（以較早者為準）。邀請碼的使用，按我們絕對酌情權，以先到先得的方式提供。我們不會通知你使用名額的最新情況。</p> <p>8. 你只能於以下情況下獲得與本推廣的任何獎賞、禮品或任何其他利益：</p> <p>(a) 在使用邀請碼開立你的 Mox 戶口前的任何時間，你從未以你的名義持有 Mox 戶口。儘管你未曾使用你舊有的 Mox 戶口進行任何交易，你亦會被視為曾經持有 Mox 戶口；</p> <p>(b) 當我們發放獎賞、禮品或其他利益給你時，你必須仍持有你的 Mox 戶口及 Mox Credit，且該 Mox 戶口及 Mox Credit 並未被你本人或我們暫停或關閉，也沒有拖欠或違約；及</p> <p>(c) 你滿足我們可能不時指定的任何額外其他要求。</p> <p>9. 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) 如果我們認為你的 Mox 戶口是</p>
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<p>or more Mox Accounts); 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.</p> <p>10. If you received any reward, gift or other benefit in respect of the Promotion and you subsequently close your Mox Account within 12 months of when you opened it, we have the right to deduct an amount equal to the total value of the reward, gift or other benefit from your Mox Account prior to us completing the closure of your Mox Account.</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><b>(a) Mox and its affiliates and shareholders shall not be responsible for any loss suffered by you; and</b></p> <p><b>(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,</b></p> <p><b>arising from or in connection with your participation in the Promotion (including any decision not to give you, or your failure to receive, any 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,</b></p>	<p>出於不當目的而開設（例如通過關閉和開立一個或多個 Mox 戶口以換取數項獎賞、禮品或其他利益）；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。</p> <p>10. 如你已收到與本推廣相關的任何獎賞、禮品或其他利益，而隨後於你開戶後的 12 個月內結束你的 Mox 戶口，我們有權在我們完成結束你的 Mox 戶口之前從你的 Mox 戶口扣除獎賞、禮品或其他利益的總價值。</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>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）：</p> <p>(a) Mox 及其關聯公司及股東對你遭受的任何損失不承擔任何責任；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><b>action, proceeding or claim is reasonably foreseeable and has arisen directly and solely from such negligence, fraud or wilful default.</b></p> <p><b>This clause 12 continues after the expiry or termination of the Promotion or these terms.</b></p> <p>13. You acknowledge that third parties may receive remuneration, commission, rebates or other payments, benefits or advantages (together “<b>Benefits</b>”) 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 for its own account and benefit absolutely without having to make any prior disclosure to you.</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. The Promotion does not constitute any offer, invitation or recommendation to any person to enter into any transaction.</p> <p>16. Nothing under these terms or the Promotion will deem, imply or suggest that a person or entity is acting as our agent or representative or otherwise soliciting business on our behalf.</p> <p>17. 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>18. 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>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、訴訟、法律程序或索賠而該等損失、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。</p> <p>本第 12 條在本條款或本推廣終止後仍繼續有效。</p> <p>13. 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、福利或好處（統稱為「福利」）。任何此等福利的性質、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福利，而不必事先向你披露。</p> <p>14. 你就本推廣的參與或領取任何獎賞、禮品或其他利益的資格均不得轉讓或分配給任何其他人士，也不得交換或轉換為任何其他利益或權利。</p> <p>15. 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>16. 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>17. 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>18. 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</p>
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<p>Special Administrative Region of the People's Republic of China.</p> <p>19. The English version prevails if there is any inconsistency between the English and Chinese versions of these terms.</p> <p>20. To borrow or not to borrow? Borrow only if you can repay!</p> <p><b>21. Definitions</b></p> <p>The following capitalised terms have the meanings set out below:</p> <p>(a) “<b>Approval Day</b>” has the meaning given in clause 4(c) of these terms.</p> <p>(b) “<b>Eligible Transaction(s)</b>” has the meaning given in clause 5 of these terms.</p> <p>(c) “<b>Invitation Code</b>” means ‘MMFLASH’.</p> <p>(d) “<b>Promotion Period</b>” means, subject to clause 7 of these terms, the period beginning on 10 May 2023 and ending on 4 June 2023 (both dates inclusive).</p> <p>(e) “<b>Spending Requirement</b>” has the meaning given in clause 5 of these terms.</p> <p>(f) “<b>Spending Reward</b>” means a cash reward of HKD800.</p> <p>Last updated: 10 May 2023</p>	<p>法院的專屬管轄權管轄。</p> <p>19. 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。</p> <p>20. 借定唔借？還得到先好借！</p> <p>21. 定義</p> <p>以下定義具有以下含義：</p> <p>(a) 「批核日期」具有本條款第 4(c)條賦予的含義。</p> <p>(b) 「合資格交易」具有本條款第 5 條賦予的含義。</p> <p>(c) 「邀請碼」是指「MMFLASH」。</p> <p>(d) 「推廣期」是指受制於本條款第 7 條，2023 年 5 月 10 日至 2023 年 6 月 4 日（包括首尾兩日）。</p> <p>(e) 「消費要求」具有本條款第 5 條賦予的含義。</p> <p>(f) 「消費獎賞」是指港幣 800 元的現金獎賞。</p> <p>最後更新日期：2023 年 5 月 10 日</p>
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