



**“MOXEARN” 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 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 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 (the day on which you receive your welcome notification, your “**Joining Day**”));
  - (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

**「MOXEARN」邀請碼推廣（「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（當你收到 Mox 向你發出的迎新通知時，即代表你的 Mox 戶口開戶程序已「完成」）（你收到該迎新通知當日為「**開戶日期**」））；
  - (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（當你收到 Mox 向你發出的 Mox Credit 批核通知時，即代表你的 Mox Credit 批核程序已「完成」（你收到該批核通知

<p>notification, your “<b>Approval Day</b>”); and</p> <p>(d) during the period beginning on and from your Approval Day and the following 30 days, complete at least five Eligible Transactions of at least HKD100 each with Mox Credit (“<b>Spending Requirement</b>”),</p> <p>subject to these terms, you will receive the Spending Reward, which we will deposit into your Mox Account on or before 31 March 2024 (on 1 November 2023, this date was changed to 10 April 2024).</p> <p>5. You can only participate in the Promotion once. You can only receive the Spending Reward once.</p> <p>6. The use of the Invitation Code is subject to a quota of 10,000 uses. The Promotion Period will end on the earlier of the last day of that period and the day on which the Invitation Code has been used 10,000 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>7. 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).</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 not held a Mox Account in your name at any time in the 12-month prior to your Joining Day. 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) when we attempt to give you the reward, gift or other benefit, the Mox</p>	<p>當日為「<b>批核日期</b>」) ) ; 及</p> <p>(d) 於批核日期當天及其後 30 天的期間內, 以 Mox Credit 完成五項合資格交易, 而每項交易的消費金額不少於港幣 100 元 (「<b>消費要求</b>」) ,</p> <p>受制於本條款, 你將獲得消費獎賞, 而我們將在 2024 年 3 月 31 日或之前 (於 2023 年 11 月 1 日, 此日期已改為 2024 年 4 月 10 日) 將獎賞存入你的 Mox 戶口內。</p> <p>5. 你只能參加本推廣一次。你只能獲得消費獎賞一次。</p> <p>6. 邀請碼的名額為 10,000 位。推廣期將於該期間的最後一天或當邀請碼的使用次數達 10,000 次當天結束 (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。我們不會通知你任何名額使用或供應的最新情況。</p> <p>7. 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。</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) 在你的開戶日期前 12 個月的任何時間, 你沒有以你的名義持有 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, 你必須仍持有你以邀請碼開立的 Mox 戶口及按本推廣批核使用的 Mox Credit, 且該 Mox 戶口及 Mox Credit</p>
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<p>Account that you opened using the Invitation Code and your Mox Credit account that was approved and opened in connection with the Promotion each remain open and have not been suspended or closed and are not 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 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</p>	<p>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</p>
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<p>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>(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 give you, or your failure to receive, any reward, gift or other benefit) or these terms, unless any such 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 the Promotion or these terms.</b></p> <p>13. 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</p>	<p>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><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> <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、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。</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. 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>14. 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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<p>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>14. You acknowledge that third parties may receive remuneration, commission, rebates or other payments, benefits or 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.</p> <p>15. The Promotion does not constitute any offer, invitation or recommendation to any person to enter into any transaction.</p> <p>16. 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>17. 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>18. 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>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.</p> <p>20. The English version prevails if there is any</p>	<p>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。</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. 你不得將參與本推廣的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>17. 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>18. 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>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。</p> <p>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。</p> <p>21. 借定唔借？還得到先好借！</p> <p><b>22. 定義</b></p> <p>以下定義具有以下含義：</p> <p>(a) 「<b>批核日期</b>」具有本條款第 4(c)條賦予的含義。</p> <p>(b) 「<b>合資格交易</b>」是指購買商品或服務的</p>
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<p>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><b>22. 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>” means transactions for the purchase of goods or services, as determined by Mox (in its sole and absolute discretion) to be eligible to contribute towards the Spending Requirement. Without limiting the above:</p> <p>(i) 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 3 March 2024 (on 1 November 2023, this date was changed to 13 March 2024); and</p> <p>(ii) transactions that are ineligible for CashBack are <i>not</i> Eligible Transaction(s) (see clause 8.5(b) of Schedule 1 (Terms 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).</p> <p>(c) “<b>Invitation Code</b>” means ‘MOXEARN’.</p> <p>(d) “<b>Joining Day</b>” has the meaning given in clause 4(b) of these terms.</p>	<p>交易而我們按絕對酌情權決定計入一項消費要求。在不限制以上條款的情況下:</p> <p>(i) 一項交易要成為「合資格交易」及計入相關的消費要求, 該交易須在 2024 年 3 月 3 日或之前 (於 2023 年 11 月 1 日, 此日期已改為 2024 年 3 月 13 日), 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</p> <p>(ii) 不合資格賺取 CashBack 的交易不被視為適用於任何消費要求的合資格交易 (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)。</p> <p>(c) 「邀請碼」是指「MOXEARN」。</p> <p>(d) 「開戶日期」具有本條款第 4(b)條賦予的含義。</p> <p>(e) 「推廣期」是指受制於本條款第 6 條, 2023 年 10 月 1 日至 2023 年 12 月 31 日 (於 2023 年 11 月 1 日, 推廣期完結日已改為 2024 年 1 月 10 日) (包括首尾兩日)。</p> <p>(f) 「消費要求」具有本條款第 4(d)條賦予的含義。</p> <p>(g) 「消費獎賞」是指港幣 1,000 元的現金獎賞。</p>
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<p>(e) <b>“Promotion Period”</b> means, subject to clause 6 of these terms, the period beginning on 1 October 2023 and ending on 31 December 2023 (on 1 November 2023, this end date was changed to 10 January 2024) (both dates inclusive).</p> <p>(f) <b>“Spending Requirement”</b> has the meaning given in clause 4(d) of these terms.</p> <p>(g) <b>“Spending Reward”</b> means a cash reward of HKD1,000.</p> <p>Last updated: 1 November 2023</p>	<p>最後更新日期: 2023年11月1日</p>
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