

“MOXPKAPOK” 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 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 have the meanings given to them in our General Terms and Conditions.
4. To participate in the Promotion, you must:
 - (a) during the Promotion Period, download the Mox app and open a Mox Account using the Invitation Code;
 - (b) during the period from the day you use the Invitation Code and the following 15 days, complete the Mox Account opening process so that your Mox Account is ready for use;
 - (c) during the period from the day your Mox Account is ready for use and the following 30 days, spend at least HKD800 with Mox Credit on one or more Eligible Transaction(s), as described in clause 5 of these terms (“**Mox Credit Spending Requirement**”); and
 - (d) comply with any other requirements that we may specify in connection with the Promotion.
5. “**Eligible Transaction(s)**” are transactions for the purchase of goods or services, made

「MOXKAPOK」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**」、「**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（可參閱 Mox 應用程式及/或我們的網站），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，而你就使用我們的任何產品及服務仍須受該等其他條款的約束。本條款如有任何不一致，概以此版本為準。
3. 除非本條款另有定義或另有所指，否則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. 要參與本推廣，你必須：
 - (a) 於推廣期內下載 Mox 應用程式並使用邀請碼開立 Mox 戶口；
 - (b) 以邀請碼申請開立 Mox 戶口當日起及其後 15 天內，完成 Mox 戶口申請程序，以使你的 Mox 戶口已開立及可使用；
 - (c) 於你成功開立及可使用 Mox 戶口當日起及其後 30 日內，完成一個或以上的合資格交易（於本條款第 5 條詳述）而交易金額合共不少於港幣 800 元（「**Mox Credit 消費要求**」）；及

<p><i>directly</i> with Mox Credit at Kapok Limited's ("kapok") 'kapok eShop' (https://ka-pok.com/), or retail stores, and which Mox determines (in its absolute discretion) are eligible to contribute towards the Mox Credit Spending Requirement. Without limiting the above:</p> <p>(a) for a transaction to be an 'Eligible Transaction' and contribute towards the Mox Credit Spending Requirement, the transaction must have been settled by kapok (i.e. appear as 'completed' in the Mox app) during the period from the day your Mox Account is ready for use and the following 30 days</p> <p>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>6. If you've completed all the steps in clause 4 of these terms, then, subject to the eligibility requirements set out in clause 10 of these terms, you will receive, each of:</p> <p>(a) the Cash Reward, which we will deposit in your Mox Account; and</p> <p>(b) the Kapok Cash Vouchers and one set of Mox x kapok limited edition BeCandle, which we will deliver in accordance with clause 7 of these terms,</p> <p>within 30 days upon completing Mox Credit Spending Requirement</p> <p>7. We will send you an email which will contain a unique promotion code ("Promotion Code") that you can use to redeem your Cash Vouchers through your kapok eShop ("Redemption Email"). We will send the Redemption Email to your email address that is in our records. You must use your Cash Vouchers within 60 days upon receiving the Redemption Email, otherwise you will forfeit your Cash Vouchers.</p>	<p>(d) 遵守我們所有其他有關參與本推廣的要求。</p> <p>5. 「合資格交易」指直接以 Mox Credit 於 kapok (「kapok」) 的「網購」(https://ka-pok.com/) 或實體店付款購買商品或服務之交易 (， 並由 Mox 按其絕對酌情權而作出決定， 以計入 Mox Credit 消費要求。在不限以上條款的情況下：</p> <p>(a) 一項交易要成為「合資格交易」及計入 Mox Credit 消費要求， 該交易須於開立 Mox 戶口當日起及其後 30 日內， 由 kapok 完成結算 (即交易狀態於 Mox 應用程式顯示為「完成」)</p> <p>(b) 。</p> <p>我們將根據我們持有的交易紀錄 (如有任何差異， Mox 保留最終決定權) 以決定一項交易是否一項「合資格交易」。</p> <p>6. 如你完成本條款第4 條列出的步驟， 在符合本條款第10 條所列的資格的前提下， 你將於完成 Mox Credit 消費要求後 30 日內獲享：</p> <p>(a) 現金獎賞， 我們將存入你的 Mox 戶口； 及</p> <p>(b) Kapok 現金券及 Mox x kapok 特別版 BeCandle 一件我們將根據本條款第7 條向你發放現金券。</p> <p>7. 我們將向你發送附有專屬優惠碼 (「優惠碼」) 的電子郵件， 你可於 kapok 網購使用該優惠碼兌換現金券 (「兌換電</p>
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<p>8. You can only participate in the Promotion once. You can only receive one Cash Reward and one set of Cash Vouchers.</p> <p>9. The use of the Invitation Code is subject to a quota. The Promotion Period will end on the earlier of the last day of the Promotion Period and the date on which use of the Invitation Code has reached the Promotion Quota. 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>10. You are eligible for the reward, gift or any other benefit in respect of this Promotion, only if:</p> <p>(a) you have never held a Mox Account in your name at any time prior to the opening of 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; and</p> <p>(b) you hold a valid Mox Account in your name when we attempt 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>11. We reserve the right at any time, without notice or reason and in its 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 values);</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 if we believe your Mox Account has been opened for an improper purpose (for example, attempting to secure multiple rewards, gifts or other benefits</p>	<p>郵])。現金券電郵將根據我們的紀錄發送至你的登記電郵地址，你必須在獲取兌換電郵後 60 日內之前使用現金券，否則你將喪失現金券。</p> <p>8. 你只能參加本推廣一次，並只能獲得一項現金獎賞及一組現金券。</p> <p>9. 可使用的邀請碼名額有限。推廣期將於推廣期最後一天或邀請碼達至優惠名額（以較早者為準）結束，邀請碼以先到先得形式安排（由我們按其絕對酌情權作出決定），我們不會向你更新名額使用情況及其使用量。</p> <p>10. 你只在以下情況下才符合資格獲得與本推廣有關的獎賞、禮品或任何其他利益：</p> <p>(a) 在使用邀請碼開 Mox 戶口前的任何時間，你從未以自己名義持有 Mox 戶口。即使你已有 Mox 戶口但尚未完成任何交易，你亦被視為已持有 Mox 戶口；及</p> <p>(b) 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 戶口並未被你或 Mox 暫停或關閉，也沒有拖欠或違約。</p> <p>11. Mox 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、更改本推廣或本條款（包括本推廣中定立的任何日期或任何獎賞，禮品或其他利益及其現金價值）；</p>
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<p>by closing and opening one or more Mox Accounts) or for any other reason we deem appropriate;</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); and</p> <p>(e) determine that the Invitation Code has been used for an improper purpose and cancel your use of the Invitation Code.</p> <p>Any such decision shall be conclusive and binding on you.</p> <p>12. 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>13. If any dispute arises in connection with the Promotion, Mox's decision is final.</p> <p>14. To the extent permitted by laws and regulations:</p> <p>(a) Mox and its affiliates and shareholders shall not be responsible for any loss 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 any 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</p>	<p>(b) 暫停或終止本推廣或本條款;</p> <p>(c) 拒絕向你提供或分發本推廣中的任何獎賞、禮品或其他利益, 若 Mox 認為你 Mox 戶口的開立存在不正當的目的 (如試圖通過關閉及開立一個或多個 Mox 戶口以獲得多項獎賞、禮品或其他利益) 或任何 Mox 認為相關的理由;</p> <p>(d) 作出與本推廣相關的任何決定 (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); 及</p> <p>(e) 決定邀請碼是否以不正當目的被使用, 並取消你對邀請碼的使用。</p> <p>任何此等決定均視為最終決定並對你具有約束力。</p> <p>12. 你如收到獎賞, 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>13. 如就本推廣有任何爭議, Mox 保留最終決定權。</p> <p>14. 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 (包括任何不向你提供獎賞、禮品或其他利益的決定, 或你未能收取獎賞、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>
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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.

This clause 14 continues after the expiry or termination of the Promotion or these terms.

15. You acknowledge that the reward, gift or other benefit 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, 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.
16. You acknowledge that third parties may receive remuneration, commission, rebates or other payments or benefits (together “**Benefits**”) 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.
17. Neither your participation in the Promotion nor your eligibility for any reward, gift or other benefit in respect of this Promotion may be transferred or assigned to any other person or exchanged or converted into any other benefit or right.
18. The Promotion does not constitute any offer, invitation or recommendation to any person to enter into any transaction.
19. Nothing under these terms or the Promotion will deem, imply or suggest that a person or

(b) 你須使 Mox 及其關聯公司及股東免於針對 Mox 或其關聯公司或股東的所有法律行動、法律程序及索償，

惟就直接及純粹因 Mox 或其關聯公司或股東的疏忽、欺詐行為或故意失責而引致該損失、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疏忽、欺詐行為或故意失責而引致則除外。

本第14條在本條款或推廣終止後繼續有效。

15. 你知悉任何給予你的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。任何此等利益的性質、金額及計算方法可隨時間而更改。Mox 可絕對享有並有權為自身保留任何此等利益，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。
16. 你知悉第三方可能會直接或間接從我們獲得與推廣相關的報酬、佣金、回贈、其他付款或利益（統稱為「**利益**」）。計算任何利益的性質、金額和方法可能隨時發生變化，而該第三方有權保留此等利益，而無需向你作出任何事前通知。
17. 你參加本推廣或獲得任何獎賞、禮品或其他利益的資格，均不得轉讓或分配給任何其他人，也不得交換或轉換為任何其他利益或權利。
18. 本推廣並不構成對任何人進行任何交易

<p>entity is acting as an agent or representative of Mox or otherwise soliciting business on behalf of Mox.</p> <p>20. The Promotion Code and the Cash Vouchers are provided by kapok and their use is subject to terms and conditions issued by kapok. If you have any questions regarding the Promotion Code (including the use of the Promotion Code on kapok eShop app) or the Cash Vouchers, please contact kapok. The Mox Disclaimer (which can be found in the Mox app and/or on our website) applies in respect of any goods or services provided by kapok.</p> <p>21. A person who is not a party to these terms has no rights 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>22. 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>23. The English version prevails if there is any inconsistency between the English and Chinese versions of these terms.</p> <p>24. To borrow or not to borrow? Borrow only if you can repay!</p> <p>25. Definitions</p> <p>The following capitalised terms have the meanings set out below:</p> <p>(a) "Cash Reward" means HKD800.</p> <p>(b) "Cash Vouchers" means cash vouchers with a total value of HKD200, consisting of:</p> <p>(c) "Invitation Code" means 'MOXKAPOK'.</p>	<p>的要約、邀請或推薦。</p> <p>19. 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>20. 優惠碼及現金券均由 kapok 提供，並受 kapok 發出的條款及細則約束。如你對優惠碼（包括在 kapok 網購使用優惠碼）或現金券有任何疑問，請與 kapok 聯絡。Mox 免責聲明（可於 Mox 應用程式及 / 或我們的網站查閱）適用於 kapok 所提供之任何商品或服務。</p> <p>21. 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>22. 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>23. 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>24. 借定唔借？還得到先好借！</p> <p>25. 定義</p> <p>以下定義具有以下含義：</p> <p>(a) 「現金獎賞」指港幣 800 元。</p> <p>(b) 「現金券」指總值港幣 200 元的現金券，包括：</p>
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<p>(d) “Mox Credit Spending Requirement” has the meaning given in clause 4(c) of these terms.</p> <p>(e) “Promotion Period” means the period beginning on 7 August 2023 and ending on 31 December 2023 (both dates inclusive), subject to clause 9 of terms.</p> <p>(f) “Promotion Quota” means 1,000.</p> <p>Last updated: 7 August 2023</p>	<p>(c) 「邀請碼」指「MOXKAPOK」。</p> <p>(d) 「Mox Credit 消費要求」具有本條款第4(c)條賦予的含義。</p> <p>(e) 「推廣期」是指 2023 年 8 月 7 日至 2023 年 12 月 31 日（包括首尾兩天），並受本條款第9 條約束。</p> <p>(f) 「優惠名額」指 1,000 名。</p> <p>最後更新日期：2023 年 8 月 7 日</p>
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