

'5% CashBack Unlock' HKD250 Rewards Promotion (the "Promotion") Terms and Conditions

1. These terms apply to the Promotion offered by Mox Bank Limited ("Mox", "we", "us"). 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. Unless the context requires otherwise, capitalised terms used in these terms have the same meanings as those defined in our General Terms and Conditions.
3. In particular, these terms must be read together with clause 8 under the Terms and conditions for accounts and card management (Schedule 1 to the General Terms and Conditions) and the Mox CashBack Table (which can be found in the Mox app and/or our website).
4. If there is any inconsistency between these terms and any of our other terms, these terms will prevail.
5. The Promotion will begin on 16 January 2023 and end on 31 March 2023, both dates inclusive (the "Promotion Period"). We may change the dates of the Promotion Period at any time in our absolute discretion.
6. To participate in the Promotion:
 - (a) you must apply for a Split Purchase of any tenor for one Eligible Card Transaction (as defined below in this clause) of HKD5,000 or above made at any CashBack Merchant which is eligible for 3% or 5% CashBack (an

「5% CashBack 解鎖」港幣 250 元獎賞推廣 (「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, 以及我們可能向你提供的任何其他條款(可於我們的網站及/或 Mox 應用程式內參閱)。除本條款外, 任何該等條款亦一併適用, 而你就使用任何我們的產品及服務仍須受該等其他條款的約束。除非本條款另有所指, 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。
3. 本條款必須與載於 Mox 應用程式或我們的網站中一般條款及細則附表 1 (戶口及卡管理條款及細則)第 8 條及 Mox CashBack 列表一併閱讀。
4. 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。
5. 本推廣由 2023 年 1 月 16 日至 2023 年 3 月 31 日 (「推廣期」), 包括首尾兩天。Mox 可按其絕對酌情權隨時更改推廣期。
6. 要參與本推廣, 你必須:
 - (a) 在推廣期內於可獲得 3%或 5% CashBack 的 CashBack 商戶進行一筆港幣 5,000 或以上的「合資格卡交易」(定義如下) 並申請一項「簽賬分期」(「合資格簽賬分期」); 及
 - (b) 該「合資格簽賬分期」申請必須於 2023 年 4 月 1 日或之前由 Mox 成功批

<p>“Eligible Split Purchase”) during the Promotion Period; and</p> <p>(b) the Eligible Split Purchase must be approved by Mox no later than 1 April 2023 (an “Approved Split Purchase”). An Eligible Card Transaction that is subsequently cancelled, refunded or reversed does not constitute an Approved Split Purchase.</p> <p>“Eligible Card Transaction” is a transaction for the purchase of goods and/or services made with your Mox Credit which is determined by Mox in its absolute discretion based on transaction records held by Mox (which are final and conclusive in case of any discrepancy). Some examples of transactions that are not Eligible Card Transactions are those that are not eligible for CashBack – see clause 8.5(b) of Schedule 1 to the General Terms and Conditions (Terms and conditions for accounts and card management), and e-wallet top-ups including, but not limited to, transactions conducted via WeChat Pay and Octopus top-ups conducted via Apple Pay.</p> <p>7. If you meet the requirements in clause 6 of these terms, then, subject to your eligibility in clause 8 of these terms, you will receive a cash reward of HKD250 (the “Reward”) credited to your Mox Account after your Split Purchase is approved in accordance with these terms.</p> <p>8. You are eligible to receive a Reward only if:</p> <p>(a) you hold a valid Mox Account in your name when Mox attempts to pay to you the Reward;</p> <p>(b) such Mox Account has not been suspended or closed by you or Mox or in arrears or default;</p> <p>(c) your Approved Split Purchase is still valid and active when Mox attempts to pay to you the Reward; and</p>	<p>核 (「成功簽賬分期」)。任何無效、取消、退款或撤銷等合資格卡交易並不構成「成功簽賬分期」。</p> <p>「合資格卡交易」由 Mox 根據其持有的交易紀錄及按其絕對酌情權而作出最終決定以 Mox Credit 購買商品和服務的交易 (如有任何爭議, Mox 保留最終決定權)。不合資格卡交易的例子包括戶口及卡管理條款及細則 (一般條款及細則附表 1) 第 8.5(b)條中列明不合資格賺取 CashBack 的例子, 以及電子錢包交易, 包括但不限於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>7. 如你達到本條款第 6 條要求, 在符合本條款第 8 條的前提下, 你將於該合資格簽賬分期按本條款成功批核後, 獲得一次獎賞港幣 250 元 (「獎賞」) 並存入你的 Mox 戶口。</p> <p>8. 你只有在以下情況才有資格獲得獎賞:</p> <p>(a) 在 Mox 存入獎賞之時, 你持有一個有效並以自己名義開立的 Mox 戶口;</p> <p>(b) 該 Mox 戶口並未被 Mox 或你暫停或關閉, 也沒有拖欠或違約;</p> <p>(c) 在 Mox 存入獎賞之時, 你的成功簽賬分期仍然有效及未被清還; 及</p> <p>(d) 你符合 Mox 向其傳遞的其他附加要求。</p> <p>9. 你只可參加本推廣一次。你只可獲得獎賞一次。</p>
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<p>(d) you meet any additional requirements communicated by Mox.</p> <p>9. You may participate in the Promotion once. You can receive the Reward once.</p> <p>10. Your participation in the Promotion, or eligibility to receive the Reward, may not be transferred or assigned to any other person or exchanged or converted into any other benefit or right.</p> <p>11. 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 these terms (including the Reward or the monetary value of the Reward, the eligibility criteria for receiving the Reward);</p> <p>(b) refuse to offer or pay the Reward to you for any reason Mox deems appropriate; and</p> <p>(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).</p> <p>Any such decision shall be conclusive and binding on you.</p> <p>12. If, after you have received the Reward, the Eligible transaction of your Approved Split Purchase is cancelled, refunded or reversed (or for whatever reason does not constitute a Split Purchase) during the Promotion, we have the right to deduct the total value of the Reward from 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>10. 你的參加資格或獲得獎賞的資格不得轉讓或分配給其他人，或交換或轉換作其他利益或權利。</p> <p>11. Mox 保留全權酌情決定，在隨時而無需通知或解釋的情況下：</p> <p>(a) 更改、修訂、暫停或終止本推廣或其條款（包括任何獎賞及其現金價值）；</p> <p>(b) 根據任何 Mox 認為適當的理由，拒絕向你提供或發放任何獎賞；及</p> <p>(c) 作出與本推廣相關的任何決定（包括拒絕或暫停你在本推廣之參加資格或決定本推廣是否可與其他 Mox 優惠或推廣一併使用）。</p> <p>Mox 擁有最終決策權及對你具有約束力。</p> <p>12. 如在本推廣期間，你收到獎賞而隨後於你成功簽賬分期之合資格交易被取消、退款或撤銷（或因任何原因不再是簽帳分期），我們有權從您的 Mox 戶口扣除獎賞的總價值。</p> <p>13. 如有任何有關本推廣的爭議，Mox 保留最終決定權。</p> <p>14. 在法律及法規允許的範圍內，就本條款或你參與本推廣引起或相關之損失（包括不向你提供獎賞的決定，或你未能收取獎賞）：</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由 Mox 或其關聯公司或股東提出或針</p>
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<p>(a) Mox, its affiliates and shareholders shall not be responsible for any loss suffered by you; and</p> <p>(b) you shall release Mox, its affiliates and shareholders from all actions, proceedings and claims which may be brought by or 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, the Reward) or these terms, unless any such loss is due to Mox, its affiliates' or shareholders' negligence, fraud or wilful default and only to the extent such loss is reasonably foreseeable and has arisen directly and solely from such negligence, fraud or wilful default.</p> <p>This clause 14 continues after the termination of these terms or the expiry of the Promotion.</p> <p>15. You acknowledge that the CashBack offered 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.</p> <p>16. The Promotion does not constitute any offer, invitation or recommendation to any person to enter into any transaction.</p> <p>17. 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</p>	<p>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。</p> <p>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所引致的直接及合理可預見的損失除外。</p> <p>本第 14 條在本條款或本推結束後繼續有效。</p> <p>15. 你知悉根據本條款給予你的任何 CashBack 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優惠有關的利益。任何此等利益的性質、金額和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優惠有關的利益或優惠。</p> <p>16. 本推廣並不構成任何要約、邀請或建議任何人進行任何交易。</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 Mox 的代理或代表，或以其他方式代表 Mox 招攬業務。</p> <p>18. 並非本條款的協議一方人士無權按《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>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管限及詮釋。各方得受</p>
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<p>otherwise soliciting business on behalf of Mox.</p> <p>18. 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.</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 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>Last updated: 27 February 2023</p>	<p>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. 本推廣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>最後更新日期：2023年2月27日</p>
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