

5% CashBack Unlock 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 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. Terms used but not defined herein have the meaning given to them in the General Terms and Conditions.

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).

3. If there is any inconsistency between these terms and any of our other terms, these terms will prevail.
4. To participate in the Promotion, you must be a Mox Credit customer and during the Promotion Period (as defined in clause 20 of these terms), fulfil the eligible criteria as set out in the table in clause 19 of these terms (the "**Eligible Criteria**"). We may change the dates of the Promotion Period at any time in our absolute discretion.
5. Subject to these terms, for so long as your Eligible Split Purchase (as defined in clause 20 of these terms) is active during the Promotion Period, you will enjoy the 5% CashBack Unlock (as defined in clause 20 of these terms), on any subsequent eligible Mox Credit transaction settled at a 'CashBack Merchant' during the Promotion Period, as each are specified as applicable to this

5% CashBack 解鎖推廣優惠 (「推廣優惠」) 條款及細則

1. 以下條款適用於由 Mox Bank Limited (「**Mox**」、「**我們**」) 所提供的推廣優惠。參加本推廣優惠, 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(以上詳情請參閱我們的網站及/或 Mox 應用程式)。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, 而你就使用任何我們的產品及服務仍須受該等其他條款的約束。

請注意, 本條款必須與載於 Mox 應用程式中「關於我們」頁面或我們的網站「條款及細則」頁面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(詳情請參閱我們的網站及/或 Mox 應用程式)。

3. 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。
4. 要參與本推廣優惠, 你必須是 Mox Credit 客戶, 並且在推廣期內 (定義見本條款第 20 條) 符合本條款第 19 條列表中的規定 (「**解鎖資格**」)。Mox 可按其絕對酌情權隨時更改推廣期的日子。
5. 受制於本條款, 如你在推廣期內持有有效的合資格簽賬分期 (定義見本條款第 20 條), 隨後於推廣期內以 Mox Credit 於「Cashback 商戶」(適用於本推廣優惠的商戶見於 Mox CashBack 列表) 消費, 即可享 5% CashBack 解鎖 (定義見本條

<p>Promotion in the Mox CashBack Table.</p> <p>The list of 'CashBack Merchants' may be changed from time to time and is available in the Mox CashBack Table on our website and/or Mox app.</p> <p>6. Please note:</p> <ul style="list-style-type: none"> (a) your entitlement to any CashBack pursuant to these terms remains subject to clause 8 under the Terms and conditions for accounts and card management (Schedule 1 to the General Terms and Conditions); (b) the 5% CashBack Unlock only applies to Mox Credit transaction(s) after an Eligible Split Purchase is activated; (c) the 5% CashBack Unlock will be deactivated automatically by us when you no longer have an active Eligible Split Purchase or the Promotion Period has ended (whichever is earlier). When that happens, you may still be eligible to earn CashBack in accordance with clause 8 under the Terms and conditions for accounts and card management (Schedule 1 to the General Terms and Conditions) until Promotion Period has ended (but we will not reset any cap); (d) the Unlock CashBack Cap only applies once the 5% CashBack Unlock has been activated. The Unlock CashBack Cap may be shared with other caps that may apply to you for CashBack earned at other CashBack Rates; (e) only the highest applicable CashBack Rate will apply to each Mox Credit transaction eligible for CashBack; (f) if a single eligible Mox Credit transaction results in you earning more than any applicable cap (for example, the Unlock CashBack Cap), you will receive CashBack up to that Cap and any other form of applicable CashBack on the remaining value of 	<p>款第 20 條) 。</p> <p>「Cashback 商戶」的列表將不時更改並可到我們的網站及/或 Mox 應用程式了解詳情。</p> <p>6. 請注意:</p> <ul style="list-style-type: none"> (a) 你享有 CashBack 的權利仍受制於一般條款及細則附表 1 (戶口及卡管理條款及細則)第 8 條; (b) 5% CashBack 解鎖只適用於合資格簽賬分期生效之後的 Mox Credit 交易; (c) 當你不再持有生效的合資格簽賬分期或推廣期已結束 (以較早者為準), 你的 5% CashBack 解鎖將自動失效。之後, 你仍然可以根據一般條款及細則附表 1 (戶口及卡管理條款及細則)第 8 條享有 Cashback 直至推廣期結束 (但我們不會重設任何上限); (d) 解鎖 CashBack 上限僅適用於 5% CashBack 解鎖生效時。解鎖 CashBack 上限可能與其他適用於你的 CashBack 比率上限共享; (e) 每項合資格交易只會用最高適用的 CashBack 比率作結算; (f) 若單筆合資格 Mox Credit 交易導致你賺取的金額超過任何適用的上限 (例如解鎖 CashBack 上限), 你將獲得不超過該上限的 CashBack, 而該筆合資格 Mox Credit 交易的剩餘價值交易可享任何其他形式的適用 CashBack (惟不超過任何適用上限);
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<p>that Mox Credit transaction (up to any applicable cap);</p> <p>(g) you can only have one 5% CashBack Unlock active at any one time during the Promotion Period (even if you have two Eligible Split Purchases active at the same time);</p> <p>(h) 5% CashBack Unlock can be activated and deactivated more than once during the Promotion Period depending on when you have an active Eligible Split Purchase. However, the Unlock CashBack Cap will not be reset during the Promotion Period; and</p> <p>(i) we may specify within the Mox app and/or on our website any special or additional terms that apply to particular CashBack Merchants (for example, the period within the Promotion Period during which each CashBack Merchant will participate in this Promotion).</p> <p>7. You are eligible for the 5% CashBack Unlock only if:</p> <p>(a) you hold a valid Mox Account in your name when Mox attempts to pay you the relevant CashBack, with that Mox Account not having been suspended or closed by you or Mox or in arrears or default; and</p> <p>(b) you comply with any other requirements that we may specify in connection with the Promotion.</p> <p>8. Neither your participation in the Promotion nor your eligibility for the 5% CashBack Unlock may be transferred or assigned to any other person or exchanged or converted into any other benefit or right.</p> <p>9. 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 the Promotion or these terms</p>	<p>(g) 於推廣期間內，你同一時間只能有一個有效的 5% CashBack 解鎖（即使你同時有兩個有效合資格簽賬分期）；</p> <p>(h) 根據你是否有合資格簽賬分期，5% CashBack 解鎖可以於推廣期內多次生效或失效。但於推廣期內，5% Cashback 解鎖上限不會重設；及</p> <p>(i) 於推廣期內我們可以在 Mox 應用程式及/或我們的網站指定適用於特定 CashBack 商戶的任何特別或額外條款（如每個 CashBack 商戶於推廣期內參與本推廣優惠的時期）。</p> <p>7. 要獲得 5% CashBack 解鎖的資格，你必須：</p> <p>(a) 在 Mox 發放相關 CashBack 時，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；及</p> <p>(b) 遵守我們其他與本推廣優惠相關的任何要求。</p> <p>8. 參與本推廣優惠的資格和 5%CashBack 解鎖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。</p> <p>9. 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、暫停或終止本推廣優惠或本條款（包括 5%CashBack 解鎖）；</p> <p>(b) 以任何 Mox 認為適當的理由拒絕向你提供 5%CashBack 解鎖；及</p>
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<p>(including 5% CashBack Unlock);</p> <p>(b) refuse to offer 5% CashBack Unlock 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>10. If any dispute arises in connection with the Promotion, Mox's decision is final.</p> <p>11. To the extent permitted by laws and regulations:</p> <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, its affiliates or shareholders,</p> <p>arising from or in connection with your participation in the Promotion (including any decision not to offer you, or your failure to receive the 5% CashBack Unlock) or these terms, unless any such loss, is due to Mox's, its affiliates' or shareholders' gross negligence, fraud or wilful default and only to the extent such loss is reasonably foreseeable and has arisen directly and solely from such gross negligence, fraud or wilful default.</p> <p>This clause 11 continues after the termination of these terms or the expiry of the Promotion Period.</p> <p>12. You acknowledge that the CashBack offered to you pursuant to these terms may be subsidised by a third party (including direct or indirect shareholders</p>	<p>(c) 作出與本推廣優惠相關的任何決定（包括拒絕或停止你參與本推廣優惠，決定本推廣優惠是否可以與其他任何優惠或推廣優惠結合使用）。</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. 如就本推廣優惠有任何爭議，Mox 保留最終決定權。</p> <p>11. 在法律及法規允許的範圍內，就本條款或你參與本推廣優惠引起或相關之損失（包括不向你發放 5%CashBack 解鎖的決定，或你未能收取 5%CashBack 解鎖）：</p> <p>(a) Mox、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、其關聯公司及股東免於由 Mox、其關聯公司或股東提出或針對 Mox、其關聯公司或股東的所有法律行動、法律程式及索償，</p> <p>惟就直接及純粹因 Mox、其關聯公司或股東的嚴重疏忽、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 11 條在本條款或本推廣期終止後繼續有效。</p> <p>12. 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。</p>
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<p>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>13. The Promotion does not constitute any offer, invitation or recommendation to any person to enter into any transaction.</p> <p>14. 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 otherwise soliciting business on behalf of Mox.</p> <p>15. 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>16. 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>17. The English version prevails if there is any inconsistency between the English and Chinese versions of these terms.</p> <p>18. To borrow or not to borrow? Borrow only if you can repay!</p> <p>19.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%; padding: 5px;">Eligible Criteria</td> <td style="padding: 5px;">Either: (a) successfully apply and</td> </tr> </table>	Eligible Criteria	Either: (a) successfully apply and	<p>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>13. 本推廣優惠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. 本推廣優惠或本條款並未視作、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>15. 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>16. 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，並根據中華人民共和國香港特別行政區法律的詮釋。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>17. 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>18. 借定唔借？還得到先好借！</p> <p>19.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%; padding: 5px;">解鎖資格</td> <td style="padding: 5px;">以下任何一項： (a) 成功申請並獲批准 核本金不少於 HKD5,000 簽賬 分期或合併簽賬 分期（「合資格簽賬分期」）</td> </tr> </table>	解鎖資格	以下任何一項： (a) 成功申請並獲批准 核本金不少於 HKD5,000 簽賬 分期或合併簽賬 分期（「 合資格簽賬分期 」）
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	be approved for a Split Purchase (on one or multiple 'grouped' eligible Mox Credit transaction(s)) having a principal amount of at least HKD5,000 ("Eligible Split Purchase") or (b) already have an active Eligible Split Purchase.		或 (b) 已持有合資格簽賬分期。
<p>20. Definitions</p> <p>(a) "5% CashBack Unlock" means the 5% CashBack specified for this Promotion as specified in the Mox CashBack Table, subject to the Unlock CashBack Cap.</p> <p>(b) "Eligible Criteria" has the meaning given to that term in clause 19 of these terms.</p> <p>(c) "Eligible Split Purchase" has the meaning given to it in clause 19 of these terms.</p> <p>(d) "Promotion Period" means 1 August 2022 to 30 April 2023 (both dates inclusive) (please note, with the effect on and from 24 February 2023, the end date for the Promotion Period has been extended from 28 February 2023 to 30 April 2023).</p> <p>(e) "Unlock CashBack Cap" refers to the CashBack Cap referable to 5% CashBack Unlock, i.e. HKD100 as specified in the Mox CashBack Table (please note that if you have activated 5% CashBack Unlock, such cap will be shared between the CashBack Rate you may be eligible to earn from 3% CashBack).</p>		<p>20. 定義</p> <p>(a) 「5% CashBack 解鎖」指 Mox CashBack 列表中所列適用本推廣優惠的 5% CashBack, 受制於「解鎖 CashBack 上限」。</p> <p>(b) 「解鎖資格」具有本條款第 19 條賦予該詞的含義。</p> <p>(c) 「合資格簽賬分期」具有本條款第 19 條賦予該詞的含義。</p> <p>(d) 「推廣期」指 2022 年 8 月 1 日至 2023 年 4 月 30 日 (包括首尾兩日) 自 2023 年 2 月 24 日起, 推廣期結束日期已從 2023 年 2 月 28 日延長至 2023 年 4 月 30 日。</p> <p>(e) 「解鎖 CashBack 上限」指 5% CashBack 解鎖的 CashBack 上限, 即 Mox CashBack 列表所指的 HKD100 (請注意, 如果你已啟動 5% CashBack 解鎖, 此上限會與 3% 的 CashBack 比率共享)。</p> <p>最後更新日期: 2023 年 2 月 24 日</p>	



Last updated: 24 February 2023	
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