

**Mox New Funds Promotion (July 2023) (Phase 2) (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 same meanings given to them in our General Terms and Conditions.
4. You can participate in the Promotion if you:
  - (a) hold a valid Mox Account in your name; and
  - (b) have received an email directly from Mox inviting you to participate in the Promotion (we reserve the right to select and invite customers to participate in the Promotion in our sole and absolute discretion).
5. If you maintain at least the amount of New Funds set out in the Rewards Table on each calendar day during the Hold Fund Period, subject to these terms, you will receive the New Funds Reward set out in the Rewards Table that corresponds to the amount of New Funds that you have maintained, which we will deposit into your Mox Account on or before 30 November 2023.

For the avoidance of doubt, if, at any point during the Hold Fund Period, the amount of

**Mox 新資金推廣 (2023 年 7 月) (第二階段) (「本推廣」) 條款及細則**

1. 本條款適用於 Mox Bank Limited (「**Mox**」或「**我們**」) 進行的推廣。參與本推廣即表示你同意接受本條款。
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 (分別可於 Mox 應用程式及/或我們的網站找到)，以及我們可能向你提供的任何其他條款。除本條款外，任何該等條款亦繼續一併適用於你與我們的關係及你就我們任何產品及服務的使用。如本條款與我們任何其他的條款有任何不一致，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. 要參與本推廣，你必須：
  - (a) 以你的名義持有有效的 Mox 戶口；及
  - (b) 直接從 Mox 收到電郵，邀請你參加本推廣 (我們保留權利選擇及享有絕對酌情決定權邀請客戶參與本推廣)。
5. 如你於資金計算期內的每個曆日維持至少於獎賞列表內列明的新資金的金額，受制於本條款，你將可獲取於獎賞列表內列明與你維持的新資金金額相應的新資金獎賞，而我們將於 2023 年 11 月 30 日或之前將該等新資金獎賞存入你的 Mox 戶口。為免存疑，如在資金計算期內任何時間，你的新資金金額低於獎賞列表所述的

<p>the New Funds falls below the relevant amount set out in the Rewards Table, you will not receive the respective New Funds Reward.</p> <p>6. You can only participate in the Promotion once. You can only receive one New Funds Reward pursuant to the Promotion.</p> <p>7. You will receive the reward, gift or any other benefit in respect of the Promotion, only if:</p> <p>(a) you hold a valid Mox Account in your name when we attempt to give you the reward, gift or other benefit, with that Mox Account not having been suspended or closed by you or us or in arrears or default; and</p> <p>(b) you satisfy any additional requirements we may specify from time to time.</p> <p>8. 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 other benefit in respect of the Promotion and/or its 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 that any part of the New Funds are the proceeds of any illegal, fraudulent or abnormal activity; 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</p>	<p>相應金額，你將不會獲得相應的新資金獎賞。</p> <p>6. 你只能參加本推廣一次。你只能在本推廣內獲得新資金獎賞一次。</p> <p>7. 你只能在以下情況獲得本推廣的獎賞、禮品或其他利益：</p> <p>(a) 當我們向你發放獎賞、禮品或其他利益時，你必須持有有效並以自己名義開立的 Mox 戶口且該 Mox 戶口並未被你本人或我們暫停或關閉，也沒有拖欠或違約的狀態；及</p> <p>(b) 你滿足我們可能不時指定的任何額外要求。</p> <p>8. 我們保留絕對酌情權決定，恕不另行提供通知或理由，隨時：</p> <p>(a) 修訂或更改本推廣或本條款（包括本條款內指定的任何日期或與本推廣及/或其貨幣價值有關的任何獎賞、禮品或其他利益）；</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) 如我們認為新資金的任何部分是任何非法、欺詐或異常活動的收益；或</p> <p>(ii) 出於我們認為適當的任何其他理由；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</p>
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<p>Promotion can or cannot be combined with any other offer or promotion).</p> <p>Any such decision shall be conclusive and binding on you, and we will not be liable to you for any compensation in respect of any such decision.</p> <p>9. If any dispute arises in connection with the Promotion, our decision is final.</p> <p>10. <b>To the extent permitted by laws and regulations:</b></p> <p>(a) <b>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 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, 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 10 continues after the expiry or termination of the Promotion or these terms.</b></p> <p>11. The Promotion does not constitute any offer, invitation or recommendation to any person to enter into any transaction.</p> <p>12. 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</p>	<p>推廣是否可以與任何其他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，我們亦不會就任何此類決定向你承擔任何賠償責任。</p> <p>9. 如有任何有關本推廣的爭議，我們保留最終決定權。</p> <p>10. <b>在法律及法規允許的範圍內，就你因參與本推廣或因本條款所致或引起的相關損失（包括任何我們不向你提供任何獎賞、禮品或其他利益的決定或你未能獲得任何獎賞、獎品或其他利益）：</b></p> <p>(a) <b>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</b></p> <p>(b) <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訴訟、法律程序及索償，</b></p> <p><b>惟就直接及純粹因 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、法律程序或索償而該等損失、訴訟、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。</b></p> <p><b>本第 10 條在本推廣或本條款到期或終止後繼續有效。</b></p> <p>11. 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>12. 本推廣的參與資格或獲得本推廣的任何獎賞、禮品或其他利益的資格不得轉讓或分</p>
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<p>person or exchanged or converted into any other benefit or right.</p> <p>13. A person who is not a party to these terms has no rights to enforce or enjoy the benefit of any of the provisions under the Contracts (Rights of Third Parties) Ordinance (Cap. 623), other than as set out in these terms.</p> <p>14. 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>15. The English version prevails if there is any inconsistency between the English and Chinese versions of these terms.</p> <p><b>16. Definitions</b></p> <p>The following capitalised terms have the meanings set out below:</p> <p>(a) <b>"HKD Account Balance"</b> means, in respect of a calendar day, the Hong Kong dollar denominated deposits held in all your accounts with Mox as of 11:59:59 pm (Hong Kong time) on that calendar day.</p> <p>(b) <b>"HKD Savings Account Balance"</b> means, in respect of a calendar day, the Hong Kong dollar denominated deposits held in your savings accounts with Mox as of 11:59:59 pm (Hong Kong time) on that calendar day. For the avoidance of doubt, any deposits held in your Time Deposit Accounts with Mox will not count towards your HKD Savings Account Balance.</p> <p>(c) <b>"Hold Fund Period"</b> means the period beginning on 31 July 2023 and ending on 31 October 2023 (both dates inclusive).</p>	<p>配給其他人、或交換或轉換成任何其他利益或權利。</p> <p>13. 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>14. 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>15. 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><b>16. 定義</b></p> <p>以下定義具有以下含義：</p> <p>(a) <b>「港元存款戶口結餘」</b>是指就一個曆日而言，該曆日香港時間晚上 11 時 59 分 59 秒，你於 Mox 的所有存款戶口內的港元存款。</p> <p>(b) <b>「港元活期存款戶口結餘」</b>是指就一個曆日而言，該曆日香港時間晚上 11 時 59 分 59 秒，你於 Mox 的活期存款戶口內的港元存款。為免存疑，任何你於 Mox 的定期存款戶口中的存款將不會計入你的港元活期存款戶口結餘。</p> <p>(c) <b>「資金計算期」</b>是指 2023 年 7 月 31 日至 2023 年 10 月 31 日（包括首尾兩天）。</p> <p>(d) <b>「新資金」</b>是指就一個曆日而言，你於該曆日持有超出你於 2023 年 7 月</p>
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(d) “**New Funds**” means, in respect of a calendar day, any HKD Savings Account Balance held by you on that calendar day that is in excess of your HKD Account Balance on 3 July 2023.

(e) “**New Funds Reward**” means each of the cash rewards set out in the Rewards Table.

(f) “**Rewards Table**” means the following table in respect of the amount of New Funds and the New Funds Rewards:

New Funds (HKD)	New Funds Reward (HKD)
20,000	520
50,000	640
100,000	1,280
200,000	2,560

Last updated: 20 July 2023

3 日港元存款戶口結餘的港元活期存款戶口結餘。

(e) 「**新資金獎賞**」是指於獎賞列表內列明的每項現金獎賞。

(f) 「**獎賞列表**」是指就新資金及新資金獎賞的金額而言，以下列表：

新資金 (港幣)	新資金獎賞 (港幣)
20,000	520
50,000	640
100,000	1,280
200,000	2,560

最近更新日期：2023 年 7 月 20 日