

Mox Referral Programme 10 (the "Programme") Terms and Conditions

1. These terms apply to the Programme offered by Mox Bank Limited ("**Mox**", "**we**", "**us**"). By participating in the Programme, 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 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 the other Mox terms, these terms will prevail.
3. Unless the context requires otherwise, capitalised terms used in these terms have the same meanings as those defined in our General Terms and Conditions.
4. Subject to these terms, you may participate in the Programme as a Referrer (as defined in clause 5 of these terms) or a Referee (as defined in clause 6(a)(i) of these terms) or both.
5. We will provide to each individual, who has a valid Mox Account opened in their name (a "**Referrer**"), a unique invitation code via the 'Discover' page in the Referrer's Mox app (an "**Invitation Code**") that can be used by a Referee to open a Mox Account and complete a Successful Referral (as described in clause 6 of these terms).
6. A "**Successful Referral**" occurs when:
 - (a) during the period displayed in the table in clause 24 of these terms ("**Promotion Period**");
 - (i) a Referrer provides their Invitation Code to an individual who has

Mox 推薦共賞計劃 10 (「本計劃」) 條款及細則

1. 本條款適用於 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 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，而你就使用任何我們的產品及服務仍須受該等其他條款的約束。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。
4. 根據本條款，你可以參加本計劃成為推薦人（定義見本條款第5條）或好友（定義見本條款第6(a)(i)條）或同時成為推薦人及好友。
5. 我們會向已持有以自己名義開立有效的 Mox 戶口之客戶（「**推薦人**」），透過其 Mox 應用程式內的「探索」頁面，提供一個獨特的邀請碼（「**邀請碼**」）供好友開立 Mox 戶口，以完成一項成功推薦（定義見本條款第6條）。
6. 「**成功推薦**」是指，當：
 - (a) 在本條款第24條列表中顯示的時期（「**推廣期**」）內：

<p>never held a Mox Account in their name (a “Referee”); and</p> <p>(ii) the Referee downloads the Mox app and applies for a Mox Account using the Referrer’s Invitation Code;</p> <p>(b) the Referee completes their Mox Account application process within 15 days of using the Referrer’s Invitation Code to open their Mox Account; and</p> <p>(c) during the period from the day the Referee successfully opens their Mox Account (i.e. the date on which their digital Mox Card is ready to use) and the following 30 days, the Referee applies and is approved for Mox Credit and spends at least the HKD amount displayed in the table in clause 25 of these terms with Mox Credit across one or more Eligible Card Transaction(s) (as described in clause 7 to these terms) (“Mox Credit Spend Requirement”).</p> <p>7. “Eligible Card Transaction(s)” are transactions for the purchase of goods and/or services as determined by us, from time to time, in our absolute discretion. Without limiting the above:</p> <p>(a) for a transaction to be an ‘Eligible Card Transaction’ and contribute towards the Mox Credit Spend Requirement, it does not need to have settled (i.e. appear as ‘completed’ in the Mox app) during the 30-day period following the day the Referee opens their Mox Account (i.e. the transaction can still appear as ‘pending’ in the Mox app); and</p> <p>(b) some examples of transactions that are not Eligible Card Transaction(s) are those that are not eligible for CashBack (see clause 8.5(b) of Schedule 1 (Terms and Conditions for Accounts and Card Management) to the General Terms and Conditions), and e-wallet top-ups including, but not limited to, transactions conducted via</p>	<p>(i) 推薦人提供其邀請碼予從未以自己名義持有 Mox 戶口的人 (「好友」) ; 及</p> <p>(ii) 該好友下載 Mox 應用程式並以推薦人的邀請碼申請開立 Mox 戶口;</p> <p>(b) 該好友以推薦人的邀請碼申請開立其 Mox 戶口起計的 15 天內完成 Mox 戶口申請程序; 及</p> <p>(c) 於好友成功開立 Mox 戶口 (即其電子 Mox 卡可被使用) 當日及其後的 30 天內, 好友申請及被批核 Mox Credit, 並透過 Mox Credit 完成一個或以上的合資格卡交易 (定義見本條款第7 條), 而交易金額不少於本條款第25 條列表中以港元顯示的金額 (「Mox Credit 消費要求」) 。</p> <p>7. 「合資格卡交易」是由 Mox 按其絕對酌情權, 並可不時更新, 而作出最終決定的購買商品及/或服務的交易。在不限制以上條款的情況下:</p> <p>(a) 一項交易要成為「合資格卡交易」及計入 Mox Credit 消費要求並不代表該交易須在好友開立 Mox 戶口當天起計及其後 30 天內完成結算 (即交易狀態於 Mox 應用程式可顯示為「處理中」, 而非必須顯示為「完成」) ; 及</p> <p>(b) 不合資格享有 CashBack 的交易 (詳情請參閱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), 以及電子錢包交易, 包括但不</p>
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<p>WeChat Pay and Octopus top-ups conducted via Apple Pay.</p> <p>We will refer to transaction records held by us (which are final and conclusive in case of any discrepancy) to determine whether a transaction is an 'Eligible Card Transaction'.</p> <p>8. Subject to these terms (including clause 6 of these terms), following a Successful Referral, if you are:</p> <p>(a) the Referrer, you will be eligible to receive the applicable cash reward ; and</p> <p>(b) the Referee, you will be eligible to receive the cash reward ,</p> <p>(each a "Cash Reward").</p> <p>9. We will pay you the respective Cash Reward into your Mox Account within 30 days after:</p> <p>(a) if you are the Referrer, we have determined that a Successful Referral has taken place. In this respect, whether a Successful Referral has taken place, and the number of Successful Referrals you have completed, are ultimately determined by us in our absolute discretion based on referral records held by us (which are final and conclusive in case of any dispute); and</p> <p>(b) if you are the Referee, the Eligible Card Transaction(s) made by you which contribute towards the Mox Credit Spend Requirement have settled in your Mox Credit (i.e. appear as 'completed' in your Mox app) per our transaction records (which are final and conclusive in case of any discrepancy).</p> <p>10. You can only participate in the Programme as a Referee once.</p>	<p>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，均是不符合「合資格卡交易」的例子。</p> <p>我們將按我們持有的交易紀錄（如有任何差異，我們保留最終決定權）決定一項交易是否為「合資格卡交易」。</p> <p>8. 受制於本條款（包括本條款第6 條），成功推薦後，假如你是：</p> <p>(a) 推薦人，你有資格獲得相應的現金獎賞；及</p> <p>(b) 好友，你有資格獲得現金獎賞，</p> <p>（每個為「現金獎賞」）。</p> <p>9. 我們將會在以下情況發生後 30 天內將相應的現金獎賞存入你的 Mox 戶口：</p> <p>(a) 如你是推薦人，我們確定你已成功推薦。你是否已成功推薦及成功推薦的次數是根據我們持有的推薦紀錄及按其絕對酌情權作出最終決定（如有任何爭議，我們保留最終決定權）；及</p> <p>(b) 如你是好友，根據 Mox 的交易紀錄，好友完成計入 Mox Credit 消費要求之合資格消費卡交易已在你的 Mox Credit 結算（即在好友的 Mox 應用程式內顯示為「完成」）（Mox 的交易紀錄為最終及決定性）。</p> <p>10. 你只可以好友身份參加本計劃一次。</p> <p>11. 你只有在以下情況下才有資格獲得相應的現金獎賞：</p>
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<p>11. You will receive the respective Cash Reward only if:</p> <p>(a) if you are the Referee:</p> <ul style="list-style-type: none"> (i) 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 (ii) you have never previously received any Cash Reward as a Referee or been a referee pursuant to any Mox referral programmes (including the Programme). <p>You can only complete a Successful Referral as a Referee once (determined by our records which are final and conclusive), you cannot be referred by any other Referrer to also complete a Successful Referral. You can however become a Referrer as many times as you choose to;</p> <p>(b) each of the relevant Referrer and the relevant Referee holds a valid Mox Account in their respective names when we attempt to deposit the applicable Cash Reward, with neither Mox Account having been suspended or closed by you (the Referrer or Referee, as the case may be) or Mox or in arrears or default; and</p> <p>(c) each of the relevant Referrer and the relevant Referee meets any additional requirements we may specify from time to time.</p> <p>12. Subject to these terms, including satisfaction of any requirements we may specify in connection with the Programme, we will continue to deposit the applicable Cash Reward(s) to the eligible Referrer and Referee after the Promotion Period has ended.</p>	<p>(a) 如果你是好友:</p> <ul style="list-style-type: none"> (i) 在使用邀請碼開立 Mox 戶口之前的任何時間, 你從未以自己名義持有 Mox 戶口。如你已有 Mox 戶口但尚未完成任何交易, 你亦被視為已持有 Mox 戶口; 及 (ii) 你未曾以好友身分獲得任何現金獎賞或就任何 Mox 推薦共賞計劃 (包括本計劃) 曾經成為好友。 <p>你只可以好友身分被成功推薦一次 (根據我們的紀錄及最終決定), 但你可選擇成為推薦人 (不限次數);</p> <p>(b) 當我們向你存入相應現金獎賞時, 每位相關的推薦人及相關的好友均持有有效並以自己名義開立的 Mox 戶口, 且該 Mox 戶口並未被我們或你 (即推薦人或好友 (視何者適用而定)) 暫停或關閉, 也沒有拖欠或違約; 及</p> <p>(c) 各相關的推薦人及相關的好友遵守我們不時向他們提出的任何額外要求。</p> <p>12. 受制於本條款包括我們對本計劃提出的任何要求, 我們會在推廣期結束後繼續向符合條件的推薦人和好友提供相應的現金獎賞。</p> <p>13. 你作為推薦人或好友參加本計劃的資格或任何領取獎賞、禮品或其他利益的資格均不得轉讓或分配給任何其他人士、交換或換取為任何其他獎賞或權利。</p> <p>14. 我們保留全權酌情決定, 而無須通知或提供原因, 隨時:</p>
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<p>13. Neither your participation in the Programme as a Referrer or a Referee nor your eligibility for the reward, gift or other benefit may be transferred, exchanged or converted into any other benefit or right.</p> <p>14. We reserves the right, at any time without notice or reason and in its sole discretion, to:</p> <ul style="list-style-type: none"> (a) change, modify, suspend or terminate the Programme or these terms (including any dates Cash Reward and its monetary value); (b) refuse to offer or distribute any Cash Reward to you (whether as a Referrer or a Referee) or to any other Referrer or Referee if Mox believes that any relevant Mox Account has been opened for an improper purpose (for example attempting to secure payment of any Cash Reward by closing and opening one or more Mox Accounts) or for any other reason Mox deems relevant; (c) make any decision in connection with the Programme (including to refuse or suspend your (whether as a Referrer or a Referee) or any other Referrer's or Referee's participation in the Programme or determine whether any Cash Reward can or cannot be combined with any other offer or promotion); and (d) determine that an Invitation Code has been used for an improper purpose and cancel the use of any such Invitation Code. <p>Any such decision shall be conclusive and binding on you (whether as a Referrer or a Referee, as applicable).</p> <p>15. If you are the Referee and you've received the Cash Reward referred to in clause 27 of these terms and you subsequently close your Mox Account within 12 months of when you opened it, we have the right to deduct an amount</p>	<ul style="list-style-type: none"> (a) 更改、修訂、暫停或終止本計劃或其條款（包括本條款列出的任何日期或任何獎賞、禮品或其他利益及其現金價值）； (b) 拒絕向你（無論作為推薦人或好友）或其他任何推薦人或好友支付或發放任何現金獎賞，如 Mox 相信任何相關的 Mox 戶口的開立是建基於不當目的（例如：試圖通過關閉和開立一個或多個 Mox 戶口來換取任何現金獎賞）或任何其他 Mox 認為適當的理由； (c) 對本計劃作出任何決定（包括拒絕或暫停你（無論作為推薦人或好友）或其他推薦人或好友參與本計劃、決定現金獎賞是否可與其他優惠或推廣一併使用）；及 (d) 決定一個邀請碼的使用是否建基於不當目的而取消該邀請碼之使用。 <p>就以上的任何決定，Mox 擁有最終決策權及對你（無論作為推薦人或好友，按適用）具有約束力。</p> <p>15. 如你是好友而收到本條款第 27 條所提及之現金獎賞，而隨後於開戶後的 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 戶口扣除該現金獎賞的總價值。</p> <p>16. 如與本計劃有關而引起的任何爭議，則 Mox 擁有最終決策權。</p> <p>17. 在法律及法規允許的範圍內，就你，無論作為推薦人或好友或以其他身分，對本計劃及本條款相關的參與（包括拒絕向你支</p>
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<p>equal to the total value of that Cash Reward from your Mox Account prior to us completing the closure of your Mox Account.</p> <p>16. If any dispute arises in connection with the Programme, Mox's decision is final.</p> <p>17. 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 (whether as a Referrer or a Referee or otherwise); and</p> <p>(b) you (whether as a Referrer or a Referee or otherwise) shall release Mox and, 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 Programme, whether as a Referrer or a Referee or otherwise, (including any decision not to offer or distribute you, or your failure to receive any Cash Reward) or these terms, unless due to Mox's or its affiliates' or shareholders' negligence, fraud or wilful default and only to the extent such losses, actions, proceedings or claims are reasonably foreseeable and has arisen directly and solely from such negligence, fraud or wilful default.</p> <p>This clause 17 continues after the termination of these terms or the expiry of the Promotion .</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).</p>	<p>付或分發現金獎賞的任何決定，或你未能收取任何現金獎賞）：</p> <p>(a) Mox 及其關聯公司及股東對你（無論作為推薦人或好友或以其他身分）遭受的任何損失不承擔任何責任；及</p> <p>(b) 你（無論作為推薦人或好友或以其他身分）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。</p> <p>本條款第 17 條在本條款或推廣終止後仍會繼續有效。</p> <p>18. 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. 本計劃並不構成對任何人進行任何交易的要約、邀請或推薦。</p> <p>20. 本計劃或其條款並未視作、暗示或表示推薦人（或任何人或實體）為 Mox 的代理或代表，或以其他方式代表 Mox 招攬業務。</p> <p>21. 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>
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19. The Programme does not constitute an offer, invitation or recommendation to any person to enter into any transaction.

20. Nothing under these terms or the Programme will deem, imply or suggest that a Referrer or any other person or entity is acting as an agent or representative of Mox or otherwise soliciting business on behalf of Mox.

21. 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.

22. The English version prevails if there is any discrepancy or inconsistency between the English and Chinese versions of these terms.

23. To borrow or not to borrow? Borrow only if you can repay!

24.

Promotion Period	10 March 2023 to 11 April 2023 (on 11 April 2023, this end date was changed to 11 May 2023) (both dates inclusive)
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25.

Mox Credit Spend Requirement	HKD300
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22. 本條款的中英文版本如有任何歧異或不一致，概以英文版為準。

23. 借定唔借？還得到先好借！

24.

推廣期	2023 年 3 月 10 日至 2023 年 4 月 11 日（於 2023 年 4 月 11 日，推廣期完結日已改為 2023 年 5 月 11 日）（包括首尾兩日）
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25.

Mox Credit 消費要求	HKD300
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26. 推薦人的現金獎賞

成功推薦	現金獎賞
第一個成功推薦	HKD300
第二個或以上的成功推薦	HKD100（每次成功推薦）

26. Referrer's Cash Reward

Successful Referral	Cash Reward
1 st Successful Referral	HKD300
2 nd Successful Referral and onwards	HKD100 (for each Successful Referral)

27. Referee's Cash Reward

Successful Referral	Cash Reward
Each Referee who completes a Successful Referral by meeting the Mox Credit Spend Requirement	HKD300

Last updated: 11 April 2023

27. 好友的現金獎賞

成功推薦	現金獎賞
每位完成 Mox Credit 消費要求及成功推薦的好友	HKD300

最後更新日期：2023 年 4 月 11 日