

**Mox Referral Programme 11 (the “Programme”) Terms and Conditions**

1. These terms apply to the Programme offered by Mox Bank Limited (“**Mox**”, “**we**”, “**us**” or “**our**”). 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 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 defined in these terms or the context requires otherwise, capitalised terms have the meanings given to them in our General Terms and Conditions.
4. You may participate in the Programme as a Referrer or a Referee or both.
5. We will provide to each individual, who has a valid Mox Account in their name (a “**Referrer**”), a unique invitation code via the ‘Discover’ page in their 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 Promotion Period:
    - (i) a Referrer provides their Invitation Code to an individual who has never held a Mox Account in their name (a “**Referee**”); and
    - (ii) the Referee downloads the Mox app and opens a Mox Account using the Referrer’s Invitation Code;

**Mox 推薦共賞計劃 11（「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. 你可以參加本計劃成為推薦人或好友或同時成為推薦人及好友。
5. 我們會向每位持有自己名義並有效的 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) 在推廣期內：
    - (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>(b) during the period from the day the Referee uses the Referrer's Invitation Code and the following 15 days, the Referee completes their Mox Account opening process so that their Mox Account is ready for use; and</p> <p>(c) during the period from the day the Referee's Mox Account is ready to use and the following 30 days, the Referee spends at least HKD500 with Mox Credit on one or more Eligible Transaction(s), as described in clause 7 to these terms ("<b>Mox Credit Spending Requirement</b>").</p> <p>7. "<b>Eligible Transaction(s)</b>" are transactions for the purchase of goods or services which we as determine (in our 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, it must have been settled by the merchant (i.e. appear as 'completed' in the Mox app) during the period from the day the Referee's Mox Account is ready for use and the following 30 days; and</p> <p>(b) transactions that are ineligible for CashBack are <i>not</i> Eligible Transaction(s) (see clause 8.5(b) of Schedule 1(Terms and Conditions for Accounts and Card Management) to the General Terms and Conditions for transactions that re ineligible for CashBack which include e-wallet top-ups such as transactions conducted through WeChat Pay and Octopus top-ups using Apple Pay).</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>(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) 該好友使用推薦人的邀請碼當日及其後的 15 天內完成開立 Mox 戶口的申請程序, 以使其 Mox 戶口可使用; 及</p> <p>(c) 於好友成功開立及可使用 Mox 戶口當日及其後的 30 天內, 好友透過 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), 而交易金額不少於港幣 500 元 (「<b>Mox Credit 消費要求</b>」) 。</p> <p>7. 「<b>合資格交易</b>」是指計入 Mox Credit 消費要求購買商品或服務的交易 (由 Mox 按其絕對酌情權而作出最終決定)。在不限制以上條款的情況下:</p> <p>(a) 一項交易要成為「合資格交易」及計入 Mox Credit 消費要求, 該交易須在好友開立 Mox 戶口當天及其後 30 天內由該商戶完成結算 (即交易狀態於 Mox 應用程式顯示為「完成」); 及</p> <p>(b) 不合資格享有 CashBack 的交易不被視為合資格交易 (見一般條款及細則附表 1 (戶口及卡慣例條款及細則) 第 8.5(b)條中列明不合資格賺取 CashBack 的交易, 包括電子錢包交易, 如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>我們將根據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「合資格交易」。</p>
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<p>8. If a Successful Referral occurs, then, subject to clause 11 of these terms, if you are:</p> <p>(a) the Referrer, you will receive a cash reward of:</p> <p>(i) HKD400 for your first Successful Referral; and</p> <p>(ii) HKD300 each for your second and third Successful Referrals; and</p> <p>(iii) HKD100 for each subsequent Successful Referral; and</p> <p>(b) the Referee, you will receive a cash reward of HKD500, (each cash reward a <b>"Cash Reward"</b>).</p> <p>9. We will deposit 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 occurred. Whether a Successful Referral has occurred will be 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 Transaction(s) made by you which contribute towards the Mox Credit Spending Requirement have been settled by the merchant (i.e. appear as 'completed' in your Mox app).</p> <p>10. You can only participate in the Programme as a Referee <b>once</b>. However, you can participate in the Programme as a Referrer as many times as you like.</p> <p>11. You will receive the respective Cash Reward, only if:</p> <p>(a) if you are the Referee, you have never held a Mox Account in your name at any time prior to the opening of your</p>	<p>8. 如成功推薦後，受制於本條款第11條，假如你是：</p> <p>(a) 推薦人，你將獲得相應的現金獎賞：</p> <p>(i) 第一個成功推薦港幣 400 元；及</p> <p>(ii) 第二個及第三個成功推薦每個港幣 300 元；及</p> <p>(iii) 其後的每個成功推薦，每個港幣 100 元；及</p> <p>(b) 好友，你將獲得港幣 500 元的現金獎賞，</p> <p>(每個現金獎賞為「<b>現金獎賞</b>」)。</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。你是否已成功推薦根據我們持有的推薦紀錄及按其絕對酌情權作出決定 (如有任何爭議，我們保留最終決定權)；及</p> <p>(b) 如你是好友，你完成計入 Mox Credit 消費要求之合資格交易已由商戶結算 (即在 Mox 應用程式內顯示為「完成」)。</p> <p>10. 你只可以好友身份參加本計劃<b>一次</b>。但你可以推薦人身分多次參與本計劃。</p> <p>11. 你只有在以下情況下才可獲得相應的現金獎賞：</p> <p>(a) 如你是好友，在使用一組邀請碼開立 Mox 戶口之前的任何時間，你從未以</p>
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<p>Mox Account using an Invitation Code. You are considered to have held a Mox Account even if you haven't completed any transactions on your prior Mox Account;</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 the Referrer or Referee (as applicable) or by us 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. We reserves the right, at any time without notice or reason and in its sole discretion, to:</p> <p>(a) change or modify the Programme or these terms (including any dates set out in these terms or any reward, gift or other benefit in respect of the Programme and its monetary value);</p> <p>(b) suspend or terminate the Programme or these terms;</p> <p>(c) refuse to give you any reward, gift or other benefit in respect of the Programme (whether as a Referrer or a Referee) or to any other Referrer or Referee if we believe that any relevant Mox Account has been opened for an improper purpose (for example attempting to secure multiple rewards, gifts or other benefits 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 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 the</p>	<p>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；</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 戶口並未被推薦人或好友（按適用）或我們暫停或關閉，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. 我們保留全權酌情決定，而無須通知或提供原因，隨時：</p> <p>(a) 更改或修訂本計劃或其條款（包括本條款列出的任何日期或本計劃的任何獎賞、禮品或其他利益及其現金價值）；</p> <p>(b) 暫停或終止本計劃或本條款；</p> <p>(c) 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提供本計劃的任何獎賞、禮品或其他利益，如我們相信任何相關 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 戶口以獲得多項獎賞、禮品或其他利益）或任何其他我們認為適當的理由；</p> <p>(d) 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、決定本計劃是否可與其他優惠或推廣一併使用；及</p>
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<p>Programme can or cannot be combined with any other offer or promotion; and</p> <p>(e) determine that an Invitation Code has been used for an improper purpose and cancel the use of the Invitation Code.</p> <p>Any such decision shall be conclusive and binding on you (whether as a Referrer or a Referee, as applicable).</p> <p>13. If you are the Referee and you've received the applicable Cash Reward, and you subsequently close your Mox Account within 12 months from when you opened it, we have the right to deduct an amount 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>14. If any dispute arises in connection with the Programme, our decision is final.</p> <p>15. <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 (whether as a Referrer or a Referee or otherwise); and</b></p> <p>(b) <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,</b></p> <p><b>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 give you, or your failure to receive, any reward, gift or other benefit) or these terms, unless due to Mox's or its affiliates' or shareholders' negligence, fraud or wilful default and only to the extent such loss, action, proceeding or</b></p>	<p>(e) 決定邀請碼是否以不當目被使用，而取消邀請碼之使用。</p> <p>任何此等決定均視為最終決定及對你（無論作為推薦人或好友，按適用）具有約束力。</p> <p>13. 如你是好友而你獲取相應現金獎賞，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>14. 如與本計劃有關而引起的任何爭議，則我們擁有最終決策權。</p> <p>15. <b>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（包括拒絕向你提供任何獎賞、禮品或其他利益的任何決定，或你未能收取任何獎賞、禮品或其他利益）：</b></p> <p>(a) <b>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</b></p> <p>(b) <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，</b></p> <p><b>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。</b></p>
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<p>claim are reasonably foreseeable and has arisen directly and solely from such negligence, fraud or wilful default.</p> <p><b>This clause 15 continues after the expiry or termination of the Promotion or these terms.</b></p> <p>16. 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>17. The Programme does not constitute an offer, invitation or recommendation to any person to enter into any transaction.</p> <p>18. Nothing under these terms or the Programme will deem, imply or suggest that a Referrer or any other person or entity is acting as our agent or representative or otherwise soliciting business on our behalf.</p> <p>19. 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>20. 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>21. The English version prevails if there is any inconsistency between the English and Chinese versions of these terms.</p> <p>22. To borrow or not to borrow? Borrow only if you can repay!</p> <p><b>23. Definitions</b></p>	<p><b>本條款第15 條在本條款或推廣終止後仍會繼續有效。</b></p> <p>16. 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、交換或換取為任何其他獎賞或權利。</p> <p>17. 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>18. 本計劃或本條款並未視作、暗示或表示推薦人（或任何人或實體）為我們的代理或代表，或以其他方式代表我們招攬業務。</p> <p>19. 除本條款另有列出外，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>20. 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>21. 本條款的中英文版本如有任何不一致，概以英文版為準。</p> <p>22. 借定唔借？還得到先好借！</p> <p><b>23. 定義</b></p> <p>以下詞彙具有以下定義：</p> <p>(a) 「邀請碼」具有本條款第5 條賦予的含義。</p>
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<p>The following capitalised terms have the meanings set out below:</p> <p>(a) “<b>Invitation Code</b>” has the meaning given in clause 5 of these terms.</p> <p>(b) “<b>Mox Credit Spending Requirement</b>” has the meaning given in clause 6(c) of these terms.</p> <p>(c) “<b>Promotion Period</b>” means the period beginning on 3 May 2023 and ending on 3 June 2023 (on 31 May 2023, this end date was changed to 5 July 2023) (both dates inclusive).</p> <p>(d) “<b>Referee</b>” has the meaning given in clause 6(a)(i) of these terms.</p> <p>(e) “<b>Referrer</b>” has the meaning given in clause 5 of these terms.</p> <p>(f) “<b>Successful Referral</b>” is described in clause 6 of these terms.</p> <p>Last updated: 31 May 2023</p>	<p>(b) 「<b>Mox Credit 消費要求</b>」具有本條款第6(c)條賦予的含義。</p> <p>(c) 「<b>推廣期</b>」是指 2023 年 5 月 3 日至 2023 年 6 月 3 日 (於 2023 年 5 月 31 日, 推廣期完結日已改為 2023 年 7 月 5 日) (包括首尾兩天)。</p> <p>(d) 「<b>好友</b>」具有本條款第6(a)(i)條賦予的含義。</p> <p>(e) 「<b>推薦人</b>」具有本條款第5 條賦予的含義。</p> <p>(f) 「<b>成功推薦</b>」見本條款第6 條的詳述。</p> <p>最後更新日期: 2023 年 5 月 31 日</p>
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