



## Mox Referral Programme 12 (the "Programme") Terms and Conditions

- 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 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 the other Mox terms, these terms will prevail.
- 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 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 a Referee; and
    - (ii) the Referee opens a Mox Account using the Referrer's Invitation Code;
  - (b) during the period on and from the day the Referee uses the Referrer's Invitation Code and the following 15 days, the Referee completes their Mox Account opening process (the

## Mox 推薦共賞計劃 12 (「本計劃」) 條款及 細則

- 1. 本條款適用於 Mox Bank Limited (「**Mox**」或「**我們**」) 所提供的本計 劃。參加本計劃,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 (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 們的產品及服務的使用。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。
- 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,以完成本條款第6條所指的一項成功推薦。
- 6. 「成功推薦」是指,當:
  - (a) 在推廣期内:
    - (i) 推薦人提供其邀請碼予好友;及
    - (ii) 該好友以推薦人的邀請碼開立 Mox 戶口;





Referee will have 'completed' the Mox Account opening process once they have received a welcome notification from Mox (the day on which the Referee receives their welcome notification, their "Joining Day")); and

- (c) during the period on and from the Referee's Joining Day 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 ("Mox Credit Spending Requirement").
- 7. "Eligible Transaction(s)" are transactions for the purchase of goods or services which we determine (in our absolute discretion) are eligible to contribute towards the Mox Credit Spending Requirement. Without limiting the above:
  - (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 on and from the Referee's Joining Day and the following 30 days; and
  - (b) transactions that are ineligible for CashBack are *not* 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 are ineligible for CashBack, which include e-wallet topups such as transactions conducted through WeChat Pay and Octopus top-ups using Apple Pay).

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).

- (b) 該好友使用推薦人的邀請碼當天及其後 15 天的期間內完成開立 Mox 戶口的開戶程序(當好友收到 Mox 向其發出的迎新通知時,即代表好友的 Mox 戶口開戶程序已「完成」(好友收到該迎新通知當日為「**開戶日**期」));及
- (c) 於好友的開戶日期當天及其後 30 天的期間内,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(「Mox Credit 消費要
- 7. 「**合資格交易**」是指計入 Mox Credit 消費要求購買商品或服務的交易(按我們的絕對酌情權而定)。在不限制以上條款的情況下:

求」)。

- (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 好友的開戶日期當天及其後 30 天的期 間内由該商戶完成結算(即交易狀態 於 Mox 應用程式顯示為「完成」); 及
- (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(戶口及卡管理條款及細則)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)。





- 8. If a Successful Referral occurs, then, subject to clause 12 of these terms, if you are:
  - (a) the Referrer, you will receive:
    - (i) for your first Successful Referral, a cash reward of HKD400;
    - (ii) for each of your second and third Successful Referrals, a cash reward of HKD300;
    - (iii) for any subsequent Successful Referrals, a cash reward of HKD100; and
    - (iv) for each of your first five Successful Referrals, an entry into the Lucky Draw; and
  - (b) the Referee, you will receive a cash reward of HKD500.
- 9. We will deposit the respective Cash Reward into your Mox Account within 30 days after:
  - (a) if you are the Referrer, we have determined that a Successful Referral has occurred. We will determine whether a Successful Referral has occurred based on referral records held by us (which are final and conclusive in case of any dispute); and
  - (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).
- 10. If you are a Referrer and you have received an entry into the Lucky Draw, we will automatically enter you into the draw without any further action from you.
- 11. We will hold the Lucky Draw on 25 July 2023 and will select the winners randomly. We will notify each winner on or before 26 July 2023. If you are a winner of

- 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。
- 8. 如成功推薦後,受制於本條款第12條,假如你是:
  - (a) 推薦人, 你將獲得:
    - (i) 就第一個成功推薦,港幣 400元 的現金獎賞;
    - (ii) 就第二個及第三個成功推薦,每個成功推薦港幣 300 元的現金獎賞;
    - (iii) 就其後的每個成功推薦,每個成功 推薦港幣 100 元的現金獎賞;及
    - (iv) 就首五個成功推薦的每一個,參加 大抽獎的機會一次;及
  - (b) 好友, 你將獲得港幣 500 元的現金獎 賞。
- 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:
  - (a) 如你是推薦人,我們確定你已成功推薦。我們將根據我們持有的推薦紀錄以決定你是否已成功推薦(如有任何爭議,我們保留最終決定權);及
  - (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」)。





the Lucky Draw, we will send you an email and SMS letting you know that you have won. The email will contain a unique redemption code and details on how you can collect your tickets to the Concert. We will send the email and SMS to your email address and phone number that is in our records. You must collect your tickets yourself, in-person, and at the time and location specified in your email, otherwise you will forfeit your right to the tickets. We will allocate a date and seat for your tickets, in our sole and absolute discretion.

We will also announce the winners of the Lucky Draw on our website and social media pages on or before 26 July 2023.

- 12. You will receive the reward, gift or any other benefit in respect of the Programme, only if:
  - (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 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;
  - (b) each of the relevant Referrer and the relevant Referee holds a valid Mox Account in their respective names when we attempt to give you the applicable reward, gift or other benefit 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
  - (c) each of the relevant Referrer and the relevant Referee satisfies any additional requirements we may specify from time to time.
- 13. We reserves the right, at any time without notice or reason and in its sole and absolute discretion, to:
  - (a) change or modify the Programme or these terms (including any dates set

- 10. 假如你是推薦人並已獲得抽獎機會,我們會自動將你加入參加抽獎,而你無須額外登記。
- 11. 我們將於 2023 年 7 月 25 日舉行大抽獎,並隨機抽出獲獎者。我們將於 2023 年 7 月 26 日或之前通知每位獲獎者。如果你是大抽獎的獲獎者,我們將通過電子郵件及短訊通知你已獲獎。該電子郵件將載有一個領獎代碼及領取演唱會門票的詳情。我們會將電子郵件及短訊發送到你在我們的紀錄中的電郵地址及電話號碼。你必須於電子郵件內指定的時間及地點親身領取門票,逾期作棄權論。我們擁有絕對酌情權,為你的門票安排日期和座位。

我們亦將於 2023 年 7 月 26 日或之前在 我們的網站及社交媒體專頁公布抽獎結 果。

- 12. 你只有在以下情況下才可獲得本計劃相應 的現金獎賞、禮品或任何其他利益:
  - (a) 如你是好友,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;
  - (b) 當我們向你發放相應現金獎賞、禮品或其他利益時,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





- out in these terms or any reward, gift or other benefit in respect of the Programme and its monetary value);
- (b) suspend or terminate the Programme or these terms;
- (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, 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; and
- (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 Programme can or cannot be combined with any other offer or promotion.

Any such decision shall be conclusive and binding on you (whether as a Referrer or a Referee, as applicable) and we will not be liable to you (whether as Referrer or Referee) for any compensation in respect of any such decision.

- 14. If you are the Referee and you receive any reward, gift or other benefit in respect of the Programme 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 reward, gift or other benefit from your Mox Account prior to us completing the closure of your Mox Account.
- 15. If any dispute arises in connection with the Programme, our decision is final.

- (c) 每位相關的推薦人及相關的好友滿足 我們不時向他們提出的任何額外要 求。
- 13. 我們保留全權酌情決定,而無須通知或提供原因,隨時:
  - (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);
  - (b) 暫停或終止本計劃或本條款;
  - (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;及
  - (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。

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,而我們不會就任何此等決定向你 (無論作為推薦人或好友) 承擔任何賠償責任。

14. 如你是好友而你就本計劃獲取任何獎賞、 禮品或其他利益,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





- 16. To the extent permitted by laws and regulations:
  - (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
  - (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,

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 claim are reasonably foreseeable and has arisen directly and solely from such negligence, fraud or wilful default.

This clause 16 continues after the expiry or termination of the Programme or these terms.

- 17. You acknowledge that third parties (including our direct or indirect shareholders) may provide us with payments (such as subsidies) and other benefits or advantages in connection with the Programme. The nature, amount and method of calculating any such benefits or advantages may vary from time to time. We are entitled to retain any such benefits or advantages for our own account and benefit, absolutely, without having to make any prior disclosure to you.
- 18. You acknowledge that third parties may receive payments (such as remuneration, commission and rebates) or other benefits or advantages from us directly or indirectly

- Mox 戶口扣除該獎賞、禮品或其他利益的 總價值。
- 15. 如與本計劃有關而引起的任何爭議,則我們擁有最終決定權。
- 16. 在法律及法規允許的範圍內,就本條款或你,無論作為推薦人或好友或以其他身分,參與本計劃引起或相關之損失(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):
  - (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
  - (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 所有訴訟、法律程序及索償,

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 致的損失、訴訟、法律程序或索償而該損 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疏忽、欺詐行為、或 故意失責而引致則除外。

本條款第16 條在本條款或本計劃終止後仍 會繼續有效。

17. 你知悉第三方(包括於我們的直接或間接 股東)可能向我們提供與本計劃有關的付 款(包括津貼)及其他利益或好處。任何 此等利益或好處的性質、金額和計算方法 可隨時更改。我們可絕對享有並有權為自





in connection with the Programme. The nature, amount and method of calculating any such benefits or advantages may vary from time to time and such third parties are entitled to retain any such benefits or advantages for its own account and benefit, absolutely, without having to make any prior disclosure to you.

- 19. The Programme does not constitute any offer, invitation or recommendation to any person to enter into any transaction.
- 20. Neither your participation in the Programme nor your eligibility to receive any reward, gift or other benefit in respect of the Programme may be transferred or assigned to any other person or exchanged or converted into any other benefit or right.
- 21. 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.
- 22. The Mox Disclaimer (which can be found on our website) applies in respect of the tickets to the Concerts.
- 23. If you have any questions regarding:
  - (a) the Programme, please contact our Customer Care Team; and
  - (b) your tickets to the Concert, please contact organiser on +852 2587 0725.
- 24. 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.
- 25. 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

- 身保留任何此等利益或好處,而無需事先向你披露。
- 18. 你知悉第三方可能會直接或間接從我們獲得與本計劃相關的付款(例如報酬、佣金及回贈)或其他利益或好處。任何此等利益或好處的性質、金額和計算方法可隨時更改。該第三方可絕對享有並有權為自身保留此等利益或好處,而無需事先向你披露
- 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。
- 20. 你不得將參與大抽獎的資格或獲得有關本計劃的任何獎賞、禮品或其他利益的資格轉讓或分配給任何其他人,或交換或轉換作其他利益或權利。
- 21. 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。
- 22. Mox 免責聲明(可在我們的網站找到)適 用於演唱會門票。
- 23. 假如獲獎者對下列有任何疑問:
  - (a) 本計劃,請聯絡我們的顧客服務團隊;及
  - (b) 你的演唱會門票,請致電+852 2587 0725 與主辦機構聯絡。
- 24. 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。





- the Hong Kong Special Administrative Region of the People's Republic of China.
- 26. The English version prevails if there is any inconsistency between the English and Chinese versions of these terms.
- 27. To borrow or not to borrow? Borrow only if you can repay!

## 28. Definitions

The following capitalised terms have the meanings set out below:

- (a) "Cash Reward" means each of the cash rewards set out in clause 8 of these terms.
- (b) "Concert" means 'FWD Insurance 10th Anniversary x HKT Present: KEUNG TO "WAVES" IN MY SIGHT SOLO CONCERT 2023' which will take place at the Asia World-Expo on 2, 3, 4 and 5 August 2023.
- (c) "Invitation Code" has the meaning given in clause 5 of these terms.
- (d) "Lucky Draw" means the lucky draw operated by Mox for a chance to win one of 70 sets of two tickets to the Concert (each ticket valued at HKD1,080).
- (e) "Mox Credit Spending Requirement" has the meaning given in clause 6(c) of these terms.
- (f) "Promotion Period" means the period beginning on 6 July 2023 and ending on 23 July 2023 (both dates inclusive).
- (g) "Referee" means an individual who has never held a Mox Account in their name.
- (h) "Referrer" means an individual, who has a valid Mox Account in their name.

- 25. 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。
- 26. 本條款的中英文版本如有任何不一致,概以英文版為準。
- 27. 借定唔借? 還得到先好借!

## 28. 定義

以下詞彙具有以下定義:

- (a) 「**現金獎賞**」是指本條款第8條列出的 每個現金獎賞。
- (b) 「演唱會」是指將於 2023 年 8 月 2、 3、4及 5 日在亞洲國際博覽館舉行的 「《FWD 富衛保險 10 周年 x HKT 呈 獻: KEUNG TO "WAVES" IN MY SIGHT SOLO CONCERT 2023》」演 唱會。
- (c) 「**邀請碼**」具有本條款第5條賦予的含義。
- (d) 「**大抽獎**」是指由 Mox 舉辦的抽獎以 提供贏取 70 套演唱會門票 (每套兩 張,每張票價港幣 1,080 元) 的其中 一套的機會。
- (e) 「**Mox Credit 消費要求**」具有本條 款第6(c)條賦予的含義。
- (f) 「推廣期」是指 2023 年 7 月 6 日至 2023 年 7 月 23 日 (包括首尾兩 天)。





(i) "Successful Referral" is described in clause 6 of these terms.

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- (g) 「**好友**」是指從未以自己名義持有 Mox 戶口的人。
- (h) 「**推薦人**」是指以自己名義持有有效 的 Mox 戶口的人。
- (i) 「**成功推薦**」具有本條款第6 條賦予的 含義。

最後更新日期: 2023年7月6日