



Mox Referral Programme: Premium Referrer Top-up Campaign (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 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.
3. Without limiting clause 2 of these terms, these terms must also be read together with the Mox Referral Programme 16 Terms and Conditions (“**Referral Programme 16 Terms**”), which can be found in the Mox app and/or our website.
4. If there is any inconsistency between these terms and any of our other terms, these terms will prevail.
5. Unless defined in these terms or the context requires otherwise, capitalised terms have the meanings given to them in our General Terms and Conditions.
6. To participate in the Programme, you must have received:
 - (a) an invitation directly from Mox to participate in the Programme; and
 - (b) the status of ‘Premium Referrer’ as shown in your Mox app.

We reserve the right, in our sole and absolute discretion, to select and invite customers and/or update your eligibility to participate in the Programme from time to time.

Mox 推薦共賞計劃：「星級推薦人」額外獎賞推廣（「本計劃」）條款及細則

1. 本條款適用於由 Mox Bank Limited（「**Mox**」或「**我們**」）進行的本計劃。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、我們的個人資料收集聲明、私隱政策聲明、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）及我們可能向你提供的任何其他條款。除本條款外，任何前述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。
3. 在不限制本條款第 2 條的情況下，本條款須與 Mox 推薦共賞計劃 16 條款及細則（「**推薦共賞計劃 16 條款**」）（可於 Mox 應用程式及 /或我們的網站找到）一併閱讀。
4. 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。
5. 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。
6. 如要參加本計劃，你必須：
 - (a) 直接收到由 Mox 發出的邀請，確認可以參與本計劃；及
 - (b) 獲得「星級推薦人」級別（如你的 Mox 應用程式所顯示）。

<p>7. During the Promotion Period, for each 'Successful Referral' you make, if you are eligible for a Cash Reward under the Referral Programme 16 Terms as a Referrer, subject to these terms you will receive an additional cash reward of HKD200, which we will deposit into your Mox Account on or before 30 November 2024.</p> <p>8. You will receive the reward, gift or any other benefit in respect of the Programme only if:</p> <p>(a) each of the Referrer and the relevant Referee(s) hold a valid Mox Account in their respective names when we attempt to give you the reward, gift or other benefit, with neither Mox Accounts having been suspended or closed by you or us or in arrears or default; and</p> <p>(b) each of the Referrer and the relevant Referee(s) satisfies any additional requirements we may specify from time to time.</p> <p>9. We reserve the right, at any time without notice or reason and in its sole and absolute 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 Promotion and/or 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 for any reason we deem appropriate; and</p> <p>(d) make any decision in connection with the Programme (including to refuse or suspend your participation in the Programme).</p>	<p>我們保留全權酌情決定不時選擇及邀請客戶參加本計劃，及/或就你參加本計劃的資格作出更新。</p> <p>7. 於推廣期內，就你完成的每項「成功推薦」，如果你根據推薦共賞計劃 16 條款有權獲得現金獎賞，受制於本條款，你將獲得額外港幣 200 元的現金獎賞，將在 2024 年 11 月 30 日或之前存入你的 Mox 戶口內。</p> <p>8. 只有在以下情況下，你才有資格獲得特選客戶額外推薦獎賞：</p> <p>(a) 當我們試圖向推薦人及相關的好友發放獎賞、禮品或其他利益時，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 戶口並未被我們或推薦人或該相關的好友暫停或關閉，也沒有拖欠或違約；及</p> <p>(b) 推薦人及相關的好友均符合我們向你們傳遞的任何其他附加要求。</p> <p>9. Mox 保留其權利及酌情權而無須通知或提供原因，隨時：</p> <p>(a) 修訂或更改本計劃或其條款（包括本條款中的任何日期、特選客戶額外推薦獎賞或好友額外獎賞及其現金價值）；</p> <p>(b) 暫停或終止本計劃或本條款；</p> <p>(c) 因任何我們認為適當的理由拒絕就本計劃向你提供的任何獎賞、禮品或其他利益；及</p>
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<p>Any such decision shall be conclusive and binding on you.</p> <p>10. Without limiting anything in these terms, we may determine whether or not you can combine the Programme with other offers or promotions that we may offer from time to time. We will let you know if you can combine the Programme with other offers or promotions in the Mox app and/or our website.</p> <p>11. If any dispute arises in connection with the Programme, our decision is final.</p> <p>12. To the extent permitted by laws and regulations:</p> <p>(a) neither Mox nor any of its affiliates, shareholders or partners shall be responsible for any loss or damages suffered by you; and</p> <p>(b) you shall release Mox and its affiliates, shareholders and partners 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, (including any decision not to give you, or your failure to receive, any reward, gift or other benefit) or these terms, unless:</p> <p>(y) any such loss, damages, action, proceeding or claim is due to; and</p> <p>(z) where such loss, damages, action, proceeding or claim was reasonably foreseeable and has arisen directly and solely from,</p> <p>Mox's or its affiliates', shareholders' or partners' negligence, fraud or wilful default.</p>	<p>(d) 對本計劃作出任何決定（包括拒絕或暫停你參與本計劃）。</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. 在不限制這些條款的情況下，我們可以確定你是否可以將本計劃與我們不時提供的其他優惠或推廣一併使用。我們將在 Mox 應用程式和/或我們網站通知你本計劃是否可以與其他優惠或推廣一併使用。</p> <p>11. 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>12. 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、損害賠償、法律行動、法律程序或索償（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）：</p> <p>(a) Mox 或任何其關聯公司、股東或合作夥伴對你遭受的任何損失或損害賠償均不承擔任何責任；及</p> <p>(b) 你須使 Mox 及其關聯公司、股東及合作夥伴免於針對 Mox、其關聯公司、股東或合作夥伴的所有法律行動、法律程序及索償，</p> <p>除非該等損失、損害賠償、法律行動、法律程序或索償是：</p> <p>(y) 因 Mox、其關聯公司、股東或合作夥伴的疏忽、欺詐行為或故意失責而引致；及</p>
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<p>This clause 12 continues after the expiry or termination of the Programme or these terms.</p> <p>13. 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 Promotion. 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.</p> <p>14. You acknowledge that third parties may receive payments (such as remuneration, commission and rebates) and other benefits or advantages from us directly or indirectly in connection with the Promotion. 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.</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 these terms pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap. 623), other than as set out in these terms.</p> <p>16. The Programme does not constitute an offer, invitation or recommendation to any person to enter into any transaction.</p> <p>17. 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.</p> <p>18. Nothing under these terms or the Programme will deem, imply or suggest</p>	<p>(z) 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引致。</p> <p>本條款第 12 條在本條款或計劃終止後仍會繼續有效。</p> <p>13. 你知悉第三方（包括我們的直接或間接股東）可能會向我們提供與本推廣有關的付款（例如津貼）、其他利益或好處。任何此等利益或好處的性質、金額和計算方法可不時更改。我們可絕對享有並有權為自身保留任何此等利益或好處，而無需事先向你披露。</p> <p>14. 你知悉第三方可能會直接或間接從我們獲得與本推廣有關的付款（例如報酬、佣金及回扣）及其他利益或好處。任何此等利益或好處的性質、金額及計算方法可不時更改。該第三方可絕對享有並有權為自身保留任何此等利益或好處，而無需事先向你披露。</p> <p>15. 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>16. 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>17. 你就本計劃的參與或獲取本計劃的任何獎賞、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，也不得交換或轉換為任何其他利益或權利。</p>
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that any person or entity is acting as our agent or representative or otherwise soliciting business on our behalf.

19. 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.

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

21. Definitions

The following capitalised terms have the meanings set out below:

- (a) "**Promotion Period**" means the period beginning on 9 July 2024 and ending on 31 August 2024 (both dates inclusive).
- (b) "**Referral Programme 16 Terms**" has the meaning given in clause 3 of these terms.
- (c) "**Referee**" has the meaning given in the Referral Programme 16 Terms.
- (d) "**Referrer**" has the meaning given in the Referral Programme 16 Terms.
- (e) "**Successful Referral**" has the meaning given in the Referral Programme 16 Terms.

Last updated: 9 July 2024

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。

19. 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。

20. 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。

21. 定義

以下定義具有以下含義：

- (a) 「**推廣期**」是指 2024 年 7 月 9 日至 2024 年 8 月 31 日（包括首尾兩天）。
- (b) 「**推薦計劃 16 條款**」具有本條款第 3 條賦予的含義。
- (c) 「**好友**」具有推薦計劃 16 條款賦予的含義。
- (d) 「**推薦人**」具有推薦計劃 16 條款賦予的含義。
- (e) 「**成功推薦**」具有推薦計劃 16 條款賦予的含義。

最後更新日期：2024 年 7 月 9 日