

Mox New Funds Promotion (November 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;
 - (b) have not enrolled in the ‘Mox New Funds Promotion (November 2023)’; and
 - (c) during the Registration Period, enrol in the Promotion on the Mox app by:
 - (i) depositing Mox New Funds of at least your Selected Mox New Funds Amount; and
 - (ii) selecting the amount of Mox New Funds to maintain during the Hold Fund Period (your “**Selected Mox New Funds Amount**”).
- 5 If you maintain at least the amount of your Selected Mox New Funds Amount 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 your Selected Mox

Mox 新資金推廣 (2023 年 11 月) – 第 2 期 (「本推廣」) 條款及細則

- 1 以下條款適用於由 Mox Bank Limited (「**Mox**」或「**我們**」) 所提供的本推廣。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, 而該等條款繼續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;
 - (b) 從未登記參加「Mox 新資金推廣 (2023 年 11 月)」; 及
 - (c) 在註冊期內, 於 Mox 應用程式完成下列步驟以登記參加本推廣:
 - (i) 存入不少於你的選定 Mox 新資金金額的 Mox 新資金; 及
 - (ii) 選擇你於資金計算期內需要維持的 Mox 新資金金額 (你的「**選定 Mox 新資金金額**」) 。
- 5 如你於資金計算期內的每個曆日維持至少你的選定 Mox 新資金金額, 受制於本條

<p>New Funds Amount, which we will deposit into your Mox Account on or before 31 May 2024.</p> <p>For the avoidance of doubt, if, at any point during the Hold Fund Period, the amount of Mox New Funds falls below your Selected Mox New Funds Amount, 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 Mox 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>款, 你將可獲取於獎賞列表內列明與你的選定 Mox 新資金金額相應的新資金獎賞, 將於 2024 年 5 月 31 日或之前存入你的 Mox 戶口。</p> <p>為免存疑, 如在資金計算期內任何時間, 你的 Mox 新資金金額低於你的選定 Mox 新資金金額, 你將不會獲得相應新資金獎賞。</p> <p>6 你只能參加本推廣一次。你只能就本推廣獲得一項新資金獎賞。</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; 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 (包括本條款列出的任何日期或與本推廣的任何獎賞、禮品或其他利益及/或其現金價值);</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 Mox 新資金的任何部分是什麼非法、欺詐或異常活動</p>
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<p>(d) make any decision in connection with the Promotion (including to refuse or suspend your participation in the Promotion or determine whether the Promotion can or cannot be combined with any other offer or promotion).</p> <p>Any such decision shall be conclusive and binding on you.</p> <p>9 If any dispute arises in connection with the Promotion, our decision is final.</p> <p>10 To the extent permitted by laws and regulations:</p> <p>(a) Mox and its affiliates and shareholders shall not be responsible for any loss or damages suffered by you; and</p> <p>(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,</p> <p>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, damages, 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, damages, action, proceeding or claim is reasonably foreseeable and has arisen directly and solely from such negligence, fraud or wilful default.</p> <p>This clause 10 continues after the expiry or termination of the Promotion or these terms.</p> <p>11 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</p>	<p>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。</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 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、訴訟、法律程序或索償 (包括任何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 及其關聯公司及股東對你遭受的任何損失或損害不承擔任何責任; 及</p> <p>(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,</p> <p>惟因 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、損害、訴訟、法律程序或索償而該等損失、損害、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。</p> <p>本第 10 條在本推廣或本條款到期或終止</p>
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<p>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>12 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 Benefit may vary at any time and such third parties are entitled to retain any such benefit or advantages for its own account and benefit absolutely without having to make any prior disclosure to you.</p> <p>13 The Promotion does not constitute any offer, invitation or recommendation to any person to enter into any transaction.</p> <p>14 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 person or exchanged or converted into any other benefit or right.</p> <p>15 Nothing under these terms or the Promotion will deem, imply or suggest that a person or entity is acting as our agent or representative or otherwise soliciting business on our behalf.</p> <p>16 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>17 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>後繼續有效。</p> <p>11 你知悉第三方（包括我們的直接或間接股東）可能向我們提供任何與本推廣有關的付款（例如津貼）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>12 你知悉第三方可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、金額及計算方法可隨時更改。該第三方絕對享有及保留任何此等利益或好處，而不必事先向你披露。</p> <p>13 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>14 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配給其他人、或交換或轉換成任何其他利益或權利。</p> <p>15 本推廣或本條款並未視作、暗示或表示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>16 除本條款另有列出外，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。</p> <p>17 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</p>
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<p>18 The English version prevails if there is any inconsistency between the English and Chinese versions of these terms.</p> <p>19 Definitions</p> <p>The following capitalised terms have the meanings set out below:</p> <p>(a) “HKD Eligible Account Balance” means, in respect of a calendar day, the Hong Kong dollar denominated deposits held in all your savings accounts with Mox, <i>excluding</i> any deposits in your Time Deposit Accounts, as of 11:59:59 pm (Hong Kong time) on that calendar day.</p> <p>(b) “Hold Fund Period” means the period beginning on 1 December 2023 and ending on 15 April 2024 (both dates inclusive).</p> <p>(c) “Mox New Funds” means, in respect of a calendar day, the HKD Eligible Account Balance held by you on that calendar day that is in excess of the Reference Balance.</p> <p>(d) “New Funds Reward” means each of the cash rewards set out in the Rewards Table.</p> <p>(e) “Reference Balance” means the Hong Kong dollar denominated deposits held in all your accounts with Mox, <i>including</i> any deposit in your Time Deposit Accounts, as of 11:59:59 pm (Hong Kong time) on 31 October 2023, as specified in your Mox app.</p> <p>(f) “Registration Period” means the period beginning on 17 November 2023 and ending on 30 November 2023 (both dates inclusive).</p> <p>(g) “Rewards Table” means the following table in respect of the amount of Mox New Funds and the New Funds Rewards:</p>	<p>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>18 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>19 定義</p> <p>以下定義具有以下含義：</p> <p>(a) 「港元合資格戶口結餘」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的活期存款戶口所持有的港元存款（任何定期存款戶口內的存款除外）。</p> <p>(b) 「資金計算期」是指2023年12月1日至2024年4月15日（包括首尾兩天）。</p> <p>(c) 「Mox 新資金」是指就一個曆日而言，你於該曆日持有超出你的參考結餘的港元合資格戶口結餘。</p> <p>(d) 「新資金獎賞」是指於獎賞列表內列明的每項現金獎賞。</p> <p>(e) 「參考結餘」是指於香港時間2023年10月31日晚上11時59分59秒，於你的Mox應用程式顯示，你於Mox的所有戶口所持有的港元存款，包括任何定期存款戶口內的存款。</p> <p>(f) 「註冊期」是指2023年11月17日至2023年11月30日（包括首尾兩天）。</p> <p>(g) 「獎賞列表」是指就Mox新資金及新資金獎賞的金額而言，以下列表：</p>
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Mox New Funds (HKD)	New Funds Reward (HKD)	Mox 新資金 (港幣)	新資金獎賞 (港幣)
75,000	1,188	75,000	1,188
150,000	2,368	150,000	2,368
300,000	5,068	300,000	5,068
500,000	8,828	500,000	8,828
1,000,000	18,888	1,000,000	18,888

(h) **“Selected Mox New Funds Amount”** has the meaning given in clause 4(c)(ii) of these terms.

Last updated: 17 November 2023

(h) **「選定 Mox 新資金金額」** 具有本條款第 4(c)(ii)條賦予的含義。

最近更新日期: 2023 年 11 月 17 日