



## Spending Rewards Switching Fee Waiver Promotion (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 (including the schedules thereto), 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. If there is any inconsistency between these terms and any of our other terms, these terms will prevail.
- 4. Unless defined in these terms or the context requires otherwise, capitalised terms have the meanings given to them in our General Terms and Conditions.
- 5. During the Promotion Period, if you change your Spending Rewards Scheme in the Mox app, we will waive the Spending Rewards Switching Fee as set out in the 'Fees and Charges' section in the Mox app and/or on our website.
- 6. You will receive the reward, gift or any other benefit in respect of the Promotion, only if:
  - (a) you hold a valid Mox Account and Mox Credit in your name when we attempt to give you the reward, gift or other benefit with that Mox Account and Mox Credit not having been suspended or closed by you or us or in arrears or default; and
  - (b) you satisfy any additional requirements we may specify from time to time.

## 消費獎賞轉換費豁免推廣優惠(「本推廣」) 條款及細則

- 1. 本條款適用於由 Mox Bank Limited (「Mox」或「我們」)進行的本推廣。 參加本推廣即表示您同意本條款。
- 2. 您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(包括其所有附表), 其分別可於 Mox 應用程式及/或我們的網站找到,及我們可 能向您提供的任何其他條款,而該等條款 將繼續一併適用於您與我們的關係及您就 我們的產品及服務的使用。
- 3. 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。
- 4. 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。
- 5. 於推廣期內,如果您轉換您的消費獎賞計 劃, 我們會豁免您於 Mox 應用程式及 / 或 我們的網站的「收費及手續費」部分所顯 示的消費獎賞轉換費。
- 6. 您只能於以下情況有資格獲得本推廣的任 何獎賞、禮品或任何其他利益:
  - (a) 當我們發放獎賞、禮品或其他利益給您 時,您持有有效並以自己名義開立的 Mox戶口及 Mox Credit, 且該 Mox戶 口及 Mox Credit 並未被您本人或我們 暫停或關閉,也沒有拖欠或違約;及
  - (b) 滿足我們不時指定的任何其他要求。
- 7. 我們保留全權酌情決定, 而無需通知或提





- 7. We reserve the right, at any time, without notice or reason and in our sole and absolute discretion, to:
  - (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);
  - (b) suspend or terminate the Promotion or these terms;
  - (c) refuse to give you any reward, gift or other benefit in respect of the Promotion for any reason we deem appropriate; and
  - (d) make any decision in connection with the Promotion (including to refuse or suspend your participation in the Promotion).

Any such decision shall be conclusive and binding on you.

- 8. Without limiting anything in these terms, we may determine whether or not you can combine the Promotion with other offers or promotions that we may offer from time to time. We will let you know if you can combine the Promotion with other offers or promotions in the Mox app and/or our website or through any other communication channels may determine from time to time.
- 9. If any dispute arises in connection with the Promotion, our decision is final.
- 10. To the extent permitted by laws and regulations:
  - (a) neither Mox nor any of its affiliates, shareholders or partners shall be responsible for any loss or damages suffered by you; and
  - (b) you shall release Mox and its affiliates, shareholders and partners from all actions, proceedings and

供理由的情況下, 隨時:

- (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有關本推 廣的任何獎賞、禮品或其他利益及/或 其現金價值);
- (b) 暫停或終止本推廣或本條款;
- (c) 根據任何我們認為適當的理由, 拒絕給 您本推廣的任何獎賞、禮品或其他利 益; 及
- (d) 作出與本推廣相關的任何決定(包括拒絕或暫停本推廣之您參與本推廣)。

任何此等決定均該視為最終決定並對您具有約束力。

- 8. 在不限制本條款的情況下,我們可以確定 您是否可以將本推廣與我們不定時提供的 其他優惠或推廣一併使用。我們將在 Mox 應用程式和/或我們網站或透過我們不時鑒 定的任何其他通訊渠道通知您本推廣是否 可以與其他優惠或推廣一併使用。
- 9. 如有任何有關本推廣的爭議,我們保留最終決定權。
- 10. 在法律及法規允許的範圍內,就您因參與本推廣或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(包括任何不向您提供獎賞、禮品或其他利益的決定或您未能獲得任何獎賞、禮品或其他利益):
  - (a) Mox 或任何其關聯公司、股東或合作 夥伴對您遭受的任何損失或損害賠償均 不承擔任何責任;及





claims which may be brought against Mox or its affiliates, shareholders or partners,

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:

- (y) any such loss, damages, action, proceeding or claim is due to; and
- (z) where such loss, damages, action, proceeding or claim was reasonably foreseeable and has arisen directly and solely from,

Mox's or its affilates', shareholders' or partners' negligence, fraud or wilful default.

This clause 10 continues after the expiry or termination of the Promotion or these terms.

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

(b) 您須使 Mox 及其關聯公司、股東及合作夥伴免於針對 Mox、其關聯公司、股東及合作夥伴的所有法律行動、法律程式及索償。

除非該等損失、損害賠償、法律行動、法 律程序或索償是:

- (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
- (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。

本第 10 條在本推廣或本條款到期或終止後繼續有效。

- 11. 您知悉第三方(包括我們的直接或間接股東)可能向我們提供與本推廣有關的付款 (例如津貼)和其他利益或好處。任何此 等利益或好處的性質、金額及計算方法可 不時更改。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 您披露。
- 12. 您知悉第三方可直接或間接從我們獲得與本推廣相關的付款(例如報酬、佣金及回扣)或其他利益或好處。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,而無需事先向您披露。
- 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。
- 14. 您就本推廣的參與資格或獲得本推廣的任何 何獎賞、禮品或其他利益的資格不得轉讓





to you.

- 13. The Promotion does not constitute any offer, invitation or recommendation to any person to enter into any transaction.
- 14. Neither your right to participate 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.
- 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.
- 16. A person who is not a party to these terms has no right 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.
- 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.
- 18. The English version prevails if there is any inconsistency between the English and Chinese versions of these terms.
- 19. To borrow or not to borrow? Borrow only if you can repay!

## 20. Definitions

The following capitalised terms have the meanings set out below:

(a) "Promotion Period" means the period beginning on 4 December 2024 and

或分配給任何其他人、也不得交換或轉換 為任何其他利益或權利。

- 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。
- 16. 除本條款另有所指,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。
- 17. 本條款在所有方面均受香港特別行政區法 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。
- 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。
- 19. 借定唔借? 還得到先好借!

## 20. 定義

以下定義於本條款内具有以下的含義:

(a) 「**推廣期**」是指 2024 年 12 月 4 日至 2025 年 1 月 10 日 (包括首尾兩日)。

最後更新日期: 2024年12月4日





ending on 10 January 2025 (both dates inclusive).	
Last updated: 4 December 2024	