

Mox New Funds Promotion (January 2023) (the “Promotion”) Terms and Conditions

1. These terms apply to the Promotion offered by Mox Bank Limited (“**Mox**”, “**we**”, “**us**”). 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, 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 other terms, and your use of any of our products and services remains subject to such other terms. 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 used in these terms have the same meaning given to them in our General Terms and Conditions.
4. You can participate in the Promotion if you hold a valid Mox Account in your name on or before the first day of the Hold Fund Period.
5. Subject to these terms, if you maintain at least:
 - (a) HKD50,000 of New Funds on each calendar day during the Hold Fund Period, you will receive a cash reward of HKD500;
 - (b) HKD100,000 of New Funds on each calendar day during the Hold Fund Period, you will receive a cash reward of HKD1,000; or
 - (c) HKD250,000 of New Funds on each calendar day during the Hold Fund Period, you will receive a cash reward of HKD2,500,

Mox 新資金推廣 (2023 年 1 月) (「本推廣」) 條款及細則

1. 本條款適用於 Mox Bank Limited (「**Mox**」, 「**我們**」) 進行的推廣。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, 一般條款及細則(可於我們的網站及/或 Mox 應用程式內參閱) 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, 而你就我們任何產品及服務的使用仍將受該等其他條款的約束。如本條款與我們任何其他條款有任何不一致, 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. 如你於資金計算期的第一天或之前以你的名義持有有效的 Mox 戶口, 則可參加本推廣。
5. 受制於本條款, 如你符合下列要求, 則可從 Mox 獲得相應現金獎賞:
 - (a) 於資金計算期內的每個曆日持有最少港幣 50,000 元的新資金, 則可從 Mox 獲得港幣 500 元現金獎賞;
 - (b) 於資金計算期內的每個曆日持有最少港幣 100,000 元的新資金, 則可從 Mox 獲得港幣 1,000 元現金獎賞; 或
 - (c) 於資金計算期內的每個曆日持有最少港幣 250,000 元的新資金, 則可從 Mox 獲得港幣 2,500 元現金獎賞,

<p>(each cash reward referred to above, a "Reward").</p> <p>If, at any point during the Hold Fund Period, the amount of the New Funds falls below the amount specified in clause 5(a), clause 5(b) or clause 5(c) above, you will not receive the respective Reward.</p> <p>6. Subject to clause 8 of these terms, we will credit the respective Reward to your Mox Account on or before 31 May 2023.</p> <p>7. You can only participate in the Promotion once. You can only receive one Reward (either the Reward referred to in clause 5(a) of these terms, the Reward referred to in clause 5(b) of these terms or the Reward in clause 5(c) of these terms) for the Promotion.</p> <p>8. You are eligible for 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 Mox attempts to give you the reward, gift or other benefit, with that Mox Account not having been suspended or closed by you or Mox or in arrears or default; and</p> <p>(b) you satisfy 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 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 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 if we believe that any part of the New Funds are the proceeds of any illegal, fraudulent or abnormal activity</p>	<p>(「新資金獎賞」指上述每項現金獎賞)。</p> <p>如在資金計算期內任何時間，新資金金額低於以上第 5(a)條、第 5(b)條或第 5(c)條所述的金額，你將不會收到相應新資金獎賞。</p> <p>6. 受制於本條款第 8 條，我們將於 2023 年 5 月 31 日或之前存入相應新資金獎賞至你的 Mox 戶口。</p> <p>7. 你只能參加本推廣一次。你只可就本推廣獲得一項新資金獎賞（本條款第 5(a)條中提及的新資金獎賞、本條款第 5(b)條中提及的新資金獎賞或本條款第 5(c)條中提及的新資金獎賞的其中一項）。</p> <p>8. 你只能在以下情況符合資格獲得本推廣的獎賞、禮品或任何其他利益：</p> <p>(a) 當 Mox 向你發放獎賞、禮品或任何其他利益時，你必須持有有效並以自己名義開立的 Mox 戶口且該 Mox 戶口並未被你或 Mox 暫停或關閉，也沒有拖欠或違約；及</p> <p>(b) 符合 Mox 可能不時指定的任何額外要求。</p> <p>9. 我們保留全權酌情決定，而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（包括本推廣中定立的任何日期或任何獎賞，禮品或其他利益及其現金價值）；</p> <p>(b) 暫停或終止本推廣或本條款；</p>
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<p>or for any other reason we deem appropriate; and</p> <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>10. If any dispute arises in connection with the Promotion, our decision is final.</p> <p>11. To the extent permitted by laws and regulations:</p> <p>(a) Mox and its affiliates and shareholders shall not be responsible for any loss 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 by or 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 any such loss, 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, action, proceeding or claim is reasonably foreseeable and has arisen directly and solely from such negligence, fraud or wilful default.</p> <p>This clause 11 continues after the expiry or termination of the Promotion or these terms.</p> <p>12. 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</p>	<p>(c) 如我們認為新資金的任何部分是任何非法、欺詐或異常活動的收益，或出於我們認為適當的任何其他理由，拒絕向你發放本推廣中的任何獎賞、禮品或其他利益；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活動同時使用）。</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>10. 如有任何有關本推廣的爭議，Mox 保留最終決定權。</p> <p>11. 在法律及法規允許的範圍內，就你對本推廣的參與或本條款所致或相關引起的損失（包括任何不向你發放任何獎賞、禮品或其他利益的決定，或你未能收取任何獎賞、禮品或其他利益）：</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由 Mox 或其關聯公司或股東提出或針對 Mox 或其關聯公司或股東的所有法律行動、法律程序及索償，</p> <p>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所引致的合理可預見之損失、訴訟、法律程序或索賠除外。</p> <p>本第11 條在本推廣或本條款到期或終止後繼續有效。</p>
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<p>to any other person or exchanged or converted into any other benefit or right.</p> <p>13. The Promotion does not constitute any offer, invitation or recommendation to any person to enter into any transaction.</p> <p>14. 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>15. 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>16. The English version prevails if there is any inconsistency between the English and Chinese versions of these terms.</p> <p>17. Definitions</p> <p>The following capitalised terms have the meanings set out below:</p> <p>(a) "HKD Savings Account Balance" means, in respect of a calendar day, the Hong Kong dollar denominated deposits held in your savings accounts with Mox as of 11:59:59pm (Hong Kong time) on that calendar day. For the avoidance of doubt, deposits held in any Time Deposit Accounts will not contribute towards the HKD Savings Account Balance.</p> <p>(b) "Hold Fund Period" means the period beginning on 31 January 2023 and ending on 30 April 2023 (both dates inclusive).</p> <p>(c) "Monthly Average Savings Balance" means, in respect of a calendar month, the average of your HKD Savings</p>	<p>12. 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移轉或分配給其他人、交換或轉換成任何其他利益或權利。</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. 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,除本條款另有列出外。</p> <p>15. 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>16. 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>17. 定義</p> <p>以下定義具有以下含義:</p> <p>(a) 「港元活期存款戶口結餘」是指就每個曆日而言,該曆日香港時間晚上11時59分59秒,你於Mox的活期存款戶口內的港元存款。為免疑問,任何定期存款中的的存款將不會計入港元活期存款戶口結餘。</p> <p>(b) 「資金計算期」是指由2023年1月31日至2023年4月30日(包括首尾兩天)。</p>
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<p>Account Balance across all calendar days in that calendar month.</p> <p>(d) “New Funds” means, in respect of a calendar day, any HKD Savings Account Balance held by you on that calendar day that is in excess of your Monthly Average Savings Balance for the previous calendar month.</p> <p>(e) “Reward” has the meaning given to that term in clause 5 of these terms.</p> <p>Last updated: 18 January 2023</p>	<p>(c) 「每月平均活期存款結餘」是指就每個曆月而言，你於該曆月所有曆日的港元活期存款戶口結餘的平均值。</p> <p>(d) 「新資金」是指就每個曆日而言，你於該曆日持有的港元活期存款戶口結餘超出你於上一個月的每月平均活期存款結餘所持有的港元活期存款戶口結餘。</p> <p>(e) 「新資金獎賞」具有本條款第 5 條賦予該詞的含義。</p> <p>最近更新日期：2023 年 1 月 18 日</p>
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