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"THECLUB" Invitation Code Promotion (the "Promotion") terms and conditions

- 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** (https://mox.com/legaldocuments/privacy/#pics), Privacy **Policy Statement** (https://mox.com/legaldocuments/privacy/), General Terms and Conditions (https://mox.com/legaldocuments/general-terms-andconditions/) and any other terms we may provide to you. These terms apply in addition to any such other terms, and the use of your Mox Card and account(s) will remain subject to our other terms.
- 3. If there is any inconsistency between these terms and any of our other terms, these terms will prevail.
- 4. The dates during which the Invitation Code (as defined below) is active for use is displayed in the table in clause 19 of these terms (the "Promotion Period"). We may change the dates of the Promotion Period at any time in our absolute discretion. The Promotion Period may depend on the number of times the Invitation Code is used to open a Mox Account (the "Quota"), and if so, the Promotion Period will end upon the earlier of the last day of the Promotion Period or the date on which the Quota has been exhausted. Any Quota applicable to

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「THECLUB」邀請碼推廣(「推廣優惠」)條款及細則

- 1. 以下條款適用於由 Mox Bank
 Limited(「Mox」、「我們」)所
 提供的推廣優惠。參加本推廣優惠・
 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 (https://mox.com/legal-documents/privacy/#pics)、私隱政策聲明 (https://mox.com/legal-documents/privacy/)、一般條款及細則 (https://mox.com/legal-documents/general-terms-and-conditions/)、以及我們可能向您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,而您就 Mox Card 及 Mox 戶口的使用仍須受我們其他條款的約束。
- 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。
- 4. 邀請碼(定義見下文)的推廣期可見 於本條款第 19 條。Mox 有絕對酌情 權隨時更改推廣期。推廣期可能會受 以邀請碼於 Mox 開戶的使用次數 (「名額」)影響,在這情況下,推 廣期將於推廣期最後一天或名額已滿 時(以較早者為準)結束。適用於使 用邀請碼的名額見本條款第 19 條。 我們不會向您更新適用於使用邀請碼





the use of the Invitation Code is displayed in the table in clause 19 of these terms. We will not update you on the use of any Quota applicable to the use of the Invitation Code.

- 5. To participate in the Promotion, you must:
 - (a) download the Mox app and successfully open a Mox Account using the invitation code displayed in the table in clause 19 of these terms (the "Invitation Code") during the Promotion Period. The Invitation Code is not case sensitive and so its letters can be entered into the Mox app in uppercase or lowercase; and
 - (b) comply with any other requirements that we may specify in connection with the Promotion or use of the Invitation Code,

(each, a "Participant").

- 6. Each Participant will be eligible to receive a cash reward as displayed in the table in clause 19 of these terms and referable to the use of the Invitation Code (a "Cash Reward") (each, a "Successful Participant"). Cash Rewards will be credited into each Successful Participant's Mox Account by Mox within 30 days of a Successful Participant successfully opening a Mox Account using the Invitation Code, A Successful Participant can only receive one Cash Reward. The provision of a Cash Reward is on a first come, first served basis and in Mox's absolute discretion.
- 7. Each Successful Participant is only eligible for a Cash Reward if:

名額的使用情況。

- 5. 每位合資格參加者必須:
 - (a)於推廣期內下載 Mox app 並成功 使用在本條款第 19 條列表中顯示的 邀請碼(「邀請碼」) 開立 Mox戶 口;邀請碼不區分大小寫·因此可以 將其字母以大寫或小寫形式輸入到 Mox app 內;及
 - (b)遵守我們所有其他有關參與推廣 優惠及使用邀請碼的要求,

(每位稱為「參加者」)。

- 6. 每位參加者均有資格獲得在我們在本條款第 19 條列表中所列的現金獎賞 (「現金獎賞」)(每位稱為「獲獎者」)。成功使用邀請碼開立 Mox戶口後,Mox 將會在 30 曆日內把現金獎賞直接存入獲獎者的 Mox戶口中。 Mox 的紀錄將為最終及不可推翻的版本。每名獲獎者只能獲得現金獎賞一次。現金獎賞以先到先得的方式提供,送完即止,並由 Mox 保留絕對酌情權。
- 每位獲獎者只在以下情況下才合資格 獲得現金獎賞:
 - (a) 在使用邀請碼開戶前的任何時間,從以自己名義持有的 Mox戶口 (無論參加者有否透過之前的 Mox 戶口完成任何交易);





- (a) the Successful Participant has never held a Mox Account in their name at any time prior to the opening of their Mox Account using the Invitation Code (irrespective of whether that Successful Participant completed any transactions on their prior Mox Account);
- (b) the Successful Participant holds a valid Mox Account in their name when Mox attempts to pay a Cash Reward, with that Mox Account not having been suspended or closed by the Successful Participant or Mox or in arrears or default; and
- (c) the Successful Participant meets any additional requirements communicated by Mox, such as any requirements specified in connection with the Promotion or use of the Invitation Code.
- 8. Subject to these terms, including satisfaction of any requirements specified by Mox in connection with the Promotion or use of the Invitation Code, Mox will continue to pay Cash Rewards after the Promotion Period has ended.
- You can only participate in the Promotion once. Neither your participation in the Promotion nor your eligibility for a Cash Reward may be transferred or assigned to any other person or exchanged or converted into any other benefit or right.
- 10. Mox reserves the right at any time, without notice or reason and in its sole discretion, to:

- (b) 當 Mox 發放現金獎賞時,參加者 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 Mox 或該參加者暫停或關閉,也沒有 拖欠或違約;及
- © 符合 Mox 向參加者傳達的其他附加要求,例如與推廣優惠或使用邀請碼有關的任何要求。
- 8. 受制於本條款包括 Mox 對有關推廣 優惠或使用邀請碼的任何要求,Mox 將於推廣期結束後繼續發放現金獎 賞。
- 您只能參加此推廣優惠一次。您就本 推廣的參加資格或現金獎賞均不得轉 讓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。
- 10. Mox 保留全權酌情決定, 恕不另行通知或提供理由, 隨時:
 - (a) 修訂、更改、暫停或終止此推廣 優惠或本條款(包括任何現金獎賞及 獎賞金額);
 - (b) 拒絕向獲獎者提供或分發現金獎 賞,若 Mox 認為該 Mox 戶口存在不 正當的開設目的(如試圖通過關閉和 開設一個或多個 Mox 戶口以獲得現 金獎賞)或任何 Mox 認為適當的理 由;
 - (c) 作出與此推廣優惠相關的任何決定(包括拒絕或停止您參與此推廣優





- (a) change, modify, suspend or terminate the Promotion or these terms (including any Cash Reward and its monetary value);
- (b) refuse to offer or distribute a
 Cash Reward to a Successful
 Participant if Mox believes a
 Mox Account has been opened
 for an improper purpose (for
 example attempting to secure
 payment of a Cash Reward by
 closing and opening one or
 more Mox Accounts) or for any
 other reason Mox deems
 appropriate;
- (c) 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); and
- (d) determine that an Invitation Code has been used for an improper purpose and cancel your use of any such Invitation Code.

Any such decision shall be conclusive and binding on you.

- 11. If any dispute arises in connection with the Promotion, Mox's decision is final.
- 12. To the extent permitted by laws and regulations, you shall release Mox, its affiliates and shareholders from all actions, proceedings and claims which may be brought by or against Mox, its affiliates or shareholders arising from or in connection with

- 惠,決定此推廣優惠是否可以與其他 任何優惠或推廣優惠結合使用);和
- (d) 決定已被使用的邀請碼是否存在 不正當目的,並取消您使用邀請碼的 權利。

任何此類決定均應視為最終決定並對 您具有約束力。

- 11. 如就此推廣優惠有任何爭議·Mox 保留最終決定權。
- 12. 在法律及法規允許的範圍內,您應使 Mox、其關聯公司及股東免於就您對 本推廣優惠及本條款相關的參與(包括任何不向您提供現金獎賞的決定 或您未能收取現金獎賞)您向 Mox、其關聯公司及股東提出的所有 法律行動、法律程序及索償。惟就直接及純粹因 Mox、其關聯公司和股東的嚴重疏忽、欺詐行為或故意失責所引致的直接及合理可預見的損失及損害除外。此豁免在本條款或本推廣終止後繼續有效。
- 13. 您知悉任何給予您的現金獎賞可能是由第三方(包括但不限於 Mox 的直接或間接股東)(統稱為「Mox 合作夥伴」)補貼。因此,Mox 可直接或間接從 Mox 合作夥伴獲得與本推廣有關的利益。任何此類利益的性質、金額和計算方法可隨時間變化而更改。Mox 可絕對享有並有權為自身保留任何此類利益,而無需事先向和





your participation in the Promotion (including any decision not to offer or distribute you, or your failure to receive, a Cash Reward) or these terms, unless due to Mox's, its affiliates' or shareholders' gross negligence, fraud or wilful default and only to the extent of direct and reasonably foreseeable loss and damage arising directly and solely from such gross negligence, fraud or wilful default. This release continues after the termination of these terms or the expiry of the **Promotion Period.**

- 13. You acknowledge that a Cash Reward distributed to you pursuant to these terms may be subsidised by a third party (including direct or indirect shareholders of Mox) (collectively, the "Mox Business Partners"). As a result, Mox may receive benefits from the Mox Business Partners directly or indirectly in connection with the Promotion. The nature, amount and method of calculating any such benefits may be varied at any time. Mox is entitled to retain any such benefits for its own account and benefit absolutely without having to make any prior disclosure to you. Mox may also offer benefits or advantages to the Mox Business Partners in connection with the Promotion.
- 14. The Promotion does not constitute any offer, invitation or recommendation to any person to enter into any transaction described in these terms or any similar transaction. Nothing under these terms or the Promotion will deem, imply or suggest that a person or entity is acting as an agent or

- 您披露。 Mox 亦可向 Mox 合作夥伴 提供與本推廣有關的利益或優惠。
- 14. 本推廣優惠並不構成對任何人進行本條款所述的任何交易或任何類似交易的要約、邀請或推薦。本推廣優惠或本條款並未視作、暗示或建議推薦人(或其他任何人)代理或代表 Mox參與任何商業行為。
- 15. 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。
- 16. 本條款在所有方面均受香港特別行政 區法律的管限,並須根據香港特別行 政區法律的解釋。雙方得受香港特別 行政區法院的專屬管轄權管轄。
- 17. 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。
- 18. 借定唔借?還得到先好借。 **9**8.

| 邀請碼 | THECLUB |
|------|-----------------|
| 推廣期 | 2021年11月8日 |
| | 至 2022 年 1 月 31 |
| | 日 |
| 名額 | 12,000 |
| 現金獎賞 | HKD150 |





representative of Mox or otherwise soliciting business on behalf of Mox.

- 15. A person who is not a party to these terms has no rights to enforce or enjoy the benefit of any of their provisions under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) other than as set out in these terms.
- 16. These terms are governed in all respects by and construed in accordance with the laws of the Hong Kong Special Administrative Region. The parties submit to the exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.
- 17. The English version prevails if there is any inconsistency between the English and Chinese versions of these terms.
- 18. To borrow or not to borrow? Borrow only if you can repay!

19.

| Invitation Code | THECLUB |
|---------------------|------------------------------------------|
| Promotion Period | 8 November 2021 to 31 January 2022 |
| Quota | 12,000 |
| Cash Reward | HKD150 |