## Mox Card with Apple Pay 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.
- You must read these terms along with Mox's Personal Information Collection Statement (https://mox.com/legal-documents/privacy/#pics), Privacy Policy Statement (https://mox.com/legal-documents/privacy/), General Terms and Conditions (https://mox.com/legal-documents/general-terms-and-conditions/) 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 Promotion terms and any of our other terms, these Promotionterms will prevail.
- 4. The Promotion will begin on 19 November 2021 and end on the earlier of 31 January 2022 or the date on which 6,000 Cash Rewards (defined below) have been distributed by Mox ("Promotion Period"). Mox may change the Promotion Period at any time in its absolute discretion.
- 5. During the Promotion Period, the first 6,000 individuals who apply for and successfully on-board to Mox (with a new Mox Account being opened in their name) and then successfully complete a Valid Add Value Transaction (defined below) via Apple Pay with their Mox Card (from their Mox Account or with Mox Credit) (each, an "Eligible Participant") will be eligible to receive a HKD100 cash reward ("Cash Reward") from Mox.

## Mox Card 與Apple Pay推廣優惠(「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Mox x Apple Pay推廣優惠,即表示您同意此推廣優惠的條款。
- 2. 您必須一併閱讀本條款、Mox 的個人資料收集聲明 (https://mox.com/zh/legaldocuments/privacy/#pics),私隱政策聲明 (https://mox.com/zh/legaldocuments/privacy/),一般條款及細則 (https://mox.com/zh/legaldocuments/general-terms-and-conditions/)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戶口的使用仍將受我們其他條款的約束。
- 3. 本推廣優惠條款與我們任何其他的條款如 有任何不一致,概以本推廣優惠條款為 準。
- 4. 本推廣優惠條款的推廣期由 2021年11月19日開始至2022年1月31日 或 Mox 完成分發所有現金獎賞日(以較早日 期為準)結束(「**推廣期**」)。 Mox可隨時決 定更改推廣期(包括每個階段的日期)。
- 5. 在推廣期內, 首 6,000 位在每階段內申請並成功以自己名字開設一個新的 Mox 戶口, 及其後使用 Mox Card (從 Mox Credit 或 Mox 戶口) 經 Apple Pay 成功進行有效的增值交易(定義見下文)的新 Mox 客戶(每位稱為「**合資格參加者**」)將獲得HKD100現金獎賞(「**現金獎**賞」)。

「有效的增值交易」是指iPhone 或 Apple Watch內的八達通卡進行有效並以已完成結算(在 Mox app中顯示為「完成」)的單次增值交易但不包括任何無效、取消、

- A "Valid Add Value Transaction" means a single transaction to top up an Octopus Card on an iPhone or Apple Watch that has settled (and shows as 'Completed' in the Mox app) but excludes any invalid, cancelled, reversed or refunded transactions and any transactions deemed fraudulent.
- 6. The number of Cash Rewards that will be distributed during the Promotion Period is limited to 6,000. Cash Rewards are available on a first-come-first-served basis, while available for distribution during a Phase, and are ultimately distributed to Eligible Participants at Mox's absolute discretion. Mox will not update you on the remaining Cash Rewards to be distributed during a Phase.
- 7. Mox will notify each Eligible Participant by push notification that they are eligible to receive a Cash Reward (to the mobile phone linked to that Eligible Participant's Mox Account) on the Thursday of each week while there remain Cash Rewards to be distributed. To qualify within a week's communication, the Valid Add Value Transaction must have settled per Mox's records prior to 8AM of the relevant Thursday (otherwise it will qualify within the next week's communication, provided there are remaining Cash Rewards to be distributed during a Phase and the Phase hasn't ended).
- The Cash Reward will be credited to the Eligible Participant's Mox Account by Mox within 30 days of them receiving the push notification from Mox.
- 9. Each Eligible Participant is only eligible for a Cash Reward if:
  - (a) they have never held a Mox Account in their name at any time prior to the Promotion Period (irrespective of whether they completed any

- 撤銷或退款的交易以及任何被視為欺詐的交易。
- 6. 推廣期內發放的現金獎賞名額上限為 6,000 位。現金獎賞以先到先得的方式提供,送 完即止,並 Mox 享有絕對酌情權決定是否 分發給符合條件的參加者。 在推廣期內, Mox 將不會提前通知您現金獎賞倘餘多少 名額。
- 7. Mox 將於倘餘現金獎賞的每個星期四,透過推送通知通知每位合資格參加者他們有資格獲得現金獎賞(至該合格參加者之Mox 戶口所相聯的手機)。要符合獲得該週推送通知通訊的資格,其有效的增值交易必須在該週星期四上午8點之前完成結算,以Mox 的記錄為準。(若未在該週星期四上午8點之前完成結算,合資格參加者可在下週星期四通過推送通知獲得通知,但前提是Mox 倘餘現金獎賞及該階段還未完結)。
- 8. 現金獎賞將於合資格參加者收到推送通知 後的30天內存入合資格參加者的Mox戶 口。
- 9. 合資格參加者只有在以下情況下才有資格 獲得現金獎賞:
  - (a) 在推廣期前的任何時間,從未以自己的 名義持有 Mox 戶口(無論他們是否在 之前的 Mox 賬戶上完成了任何交 易):
  - (b) 在推廣期完結前,沒有結束其 Mox 戶口或取消其 Mox Credit(如適用);
  - (c) 當Mox 發放現金獎賞時,持有有效並以自己名字開設的Mox 戶口,且該 Mox 戶口並未被 Mox 或該合資格參加者暫停或關閉,也沒有拖欠或違約;及
  - (d) 符合Mox 向他們傳遞的其它附加要求。

- transactions on their prior Mox Account);
- (b) they do not close their Mox Account or cancel Mox Credit (if applicable) prior to the end of the Promotion Period;
- (c) they hold 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 them or Mox or in arrears or default; and
- (d) they meet any additional requirements communicated by Mox.
- 10. You can only participate in the Promotion once and receive one Cash Reward. 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.
- 11. Mox reserves the right at any time, without notice or reason and in its sole discretion, to:
  - (a) change, modify, suspend or terminate the Promotion or these terms (including the provision of any Cash Reward and its monetary value);
  - (b) refuse to offer or distribute a Cash Reward to an Eligible 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 reason Mox deems appropriate; and
  - (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).

- 10. 您只能參加此推廣優惠一次並獲得現金獎 賞一次。您的推廣優惠參參加資格或現金 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。
- 11. Mox 保留全權酌情決定, 恕不另行提供通 知或理由, 隨時:
  - (a) 修訂、更改、暫停或終止此推廣優惠 或本條款 (包括任何現金獎賞的條款及 獎賞金額);
  - (b) 以 Mox 認為該Mox 戶口不正當目的開設 (例如試圖通過關閉和開設一個或多個 Mox 戶口來獲得現金獎賞) 或認為該適當的任何理由,拒絕向合資格參加者提供或分發現金獎賞;和
  - (c) 作出與此推廣優惠相關的任何決定(包 括拒絕或暫停您參與此推廣優惠或確定 此推廣優惠是否可以或不能與任何其他 優惠或推廣活動結合使用)。

任何此類決定均應為最終決定並對您具有約束力。

- 12. 凡就此推廣優惠有任何爭議, Mox保留最 終決定權。
- 13. 在法律及法規允許的範圍內, 您須豁免就 有關參加本推廣優惠(包括拒絕給予您現 金獎賞的決定或您未能收到現金獎賞)或 本推廣優惠條款, 由你或第三方提出對 Mox或其關聯公司和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或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則除外。本豁免在本 推廣優惠條款或本推廣終止後仍會繼續有 效。

- Any such decision shall be conclusive and binding on you.
- 12. If any dispute arises in connection with the Promotion, Mox's decision is final.
- 13. 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 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.
- 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 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

- 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(或任何其他人) 代表Mox參與任何商業行為。
- 15. 並非本條款的協議一方人士無權按《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。
- 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**. 本推廣優惠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。

最後更新日期: 2021年11月19日

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!

Last updated: 19 Nov 2021