

Mox Exclusive Channel Promotion Terms and Conditions

Mox x 小斯獨家「Foodpanda HKD100 現金券」推廣（「Mox 獨家推廣」）條款及細則

<ol style="list-style-type: none"> 1. These terms apply to the Mox Exclusive Channel Promotion offered by Mox Bank Limited and its affiliates (“Mox”, “we”, “us”). By participating in the Mox Exclusive Channel Promotion, you agree to these terms. 2. 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 Mox Exclusive Channel Promotion terms and any of our other terms, these Mox Exclusive Channel Promotion terms will prevail. 4. The Mox Exclusive Channel Promotion will begin on 15 December 2021 and end on 31 December 2021, both dates inclusive (the “Promotion Period”). We may change the dates of the Promotion Period at any time in our absolute discretion. 5. In order to participate in the Mox Exclusive Channel Promotion, you must apply to open a Mox Account using the invitation code CZDE5V (the “Invitation Code”) during the Promotion Period (i.e. between 15 December 2021 and 31 December 2021), and that account opening application must 	<ol style="list-style-type: none"> 1. 本 Mox 獨家推廣條款適用於 Mox Bank Limited 及其關聯公司（「Mox」、「我們」）進行的 Mox 獨家推廣。參與本 Mox 獨家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（https://mox.com/zh/legal-documents/privacy/#pics）、私隱政策聲明（https://mox.com/zh/legal-documents/privacy/）、一般條款及細則（https://mox.com/zh/legal-documents/general-terms-and-conditions/），以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，而你就於 Mox Card 及 Mox 戶口的使用仍將受我們其他條款的約束。 3. 本 Mox 獨家條款與我們任何其他的條款如有任何不一致，概以本 Mox 獨家推廣條款為準。 4. 本 Mox 獨家推廣由 2021 年 12 月 15 日開始至 2021 年 12 月 31 日（「推廣期」）結束，包括首尾兩天。Mox 可按其絕對酌情權隨時更改推廣期之有效日。 5. 要參加 Mox 獨家推廣，您須在推廣期內（即 2021 年 12 月 15 日至 2021 年 12 月 31 日）透過邀請碼 CZDE5V（「邀請碼」）申請 Mox 戶口，並於 2022 年 1 月 15 日或以前獲得 Mox 成功批核開戶（每位「參加者」）。 6. 我們將於 2022 年 1 月 31 日或以前經電郵傳送一張 HKD100 Foodpanda 優惠券（「優惠券」）給每位參加者，郵件地址為每位參加者在 Mox 紀錄中的的電子郵件地址。
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<p>be approved by Mox on or before 15 January 2022 (each, a “Participant”).</p> <p>6. Mox will send a HKD100 foodpanda voucher (the “Voucher”) to each Participant via email on or before 31 January 2022, at the email address of each Participant per Mox’s records.</p> <p>7. Each Participant can only participate in the Mox Exclusive Channel Promotion once and receive one Voucher. Each Participant’s participation in the Mox Exclusive Channel Promotion, or eligibility to receive the Voucher, may not be transferred or assigned to any other person or exchanged or converted into any other benefit or right.</p> <p>8. The Voucher will only be valid for a certain period of time and can only be used for purchases via the foodpanda app or website, which are paid by using a Mox Card.</p> <p>9. The Voucher is subject to additional terms and conditions provided by the entity which owns foodpanda. When a Participant redeems the Voucher sent to them, Mox is not responsible for:</p> <ol style="list-style-type: none"> any acts or omissions of foodpanda, the entity which owns foodpanda or its directors, officers, employees or agents or performance of the foodpanda app or website; or any goods or services purchased using the Voucher. <p>10. The Participant acknowledges and agrees that their redemption of the Voucher is subject to the ‘Mox disclaimer’ as set out on the Mox app and on Mox’s website (https://mox.com/legal-documents/mox-disclaimer/).</p>	<p>7. 在是次 Mox 獨家推廣之中，每位參加者只可參加本 Mox 獨家推廣 1 次及獲得優惠券 1 張。本 Mox 獨家推廣的參與資格或獲得優惠券的資格不得轉讓或分配給其他人，或交換或轉換作其他利益或權利。</p> <p>8. 優惠券僅在指定時間有效並僅適用於在 foodpanda 應用程式或網站進行並使用 Mox Card 付款的交易。</p> <p>9. 優惠券受持有 foodpanda 的公司提供額外的條款及細則約束。當參加者兌換優惠券時，Mox 將不負責：</p> <ol style="list-style-type: none"> foodpanda、持有 foodpanda 的公司或其董事、高級職員、僱員或代理人的任何行為或遺漏；或 foodpanda 應用程式或網站的性能；或 使用優惠券購買的任何商品或服務。 <p>10. 參加者明白並同意，他們兌換優惠券受載於 Mox 應用程式和 Mox 網站 (https://mox.com/zh/legal-documents/mox-disclaimer/) 上的「Mox 免責聲明」約束。</p> <p>11. 每位參加者只有在以下情況才有資格獲得優惠券：</p> <ol style="list-style-type: none"> 在使用邀請碼開立 Mox 戶口之前的任何時間，參加者從未以自己名義持有 Mox 戶口（無論該好友在之前的 Mox 戶口上是否完成過任何交易）； 如參加者在 Mox 向其發放優惠券之時，持有一個有效並以自己名義開立的 Mox 戶口； 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
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<p>11. Each Participant is only eligible to receive the Voucher if:</p> <ol style="list-style-type: none"> he/she 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 the he/she completed any transactions on their prior Mox Account); he/she holds a valid Mox Account in their name when Mox attempts to send the Voucher to them; such Mox Account has not been suspended or closed by the Participant or Mox or is in arrears, suspension or default; and the Participant meets any additional requirements communicated by Mox. <p>12. Subject to these terms, including satisfaction of any requirements specified by Mox in connection with the Mox Exclusive Channel Promotion, Mox will continue to distribute the Voucher to Participants after the Promotion Period has ended.</p> <p>13. Mox reserves the right at any time, without notice or reason and in its sole discretion, to:</p> <ol style="list-style-type: none"> change, modify, suspend or terminate the Mox Exclusive Channel Promotion or these terms (including the Voucher and its monetary value); refuse to offer or distribute to, or claw back from, a Participant, a Voucher to a Participant for any reason Mox deems appropriate, including but not limited to where Mox believes a Mox Account has been opened for an improper purpose (for example attempting to obtain the Voucher by closing and opening one or more Mox Accounts) or if Mox determines that the 	<ol style="list-style-type: none"> 該參加者符合 Mox 向他們傳遞的其他附加要求。 <p>12. 受制於本推廣條款，包括符合本 Mox 獨家推廣的任何要求，Mox 會在推廣期結束後繼續向參加者發放優惠券。</p> <p>13. Mox 保留全權酌情決定，在隨時而無需通知或解釋的情況下：</p> <ol style="list-style-type: none"> 更改、修訂、暫停或終止本 Mox 獨家推廣或其條款（包括優惠券及其現金價值）； 根據任何 Mox 認為適當的理由，拒絕向參加者提供或發放或向參加者收回任何優惠券，包括但不限於 Mox 有任何適當的理由相信戶口的開立是建基於不當目的（例如：試圖通過關閉和開立一個或多個 Mox 戶口來換取優惠券）或 Mox 判定邀請碼的使用是建基於不當目的）；及 做出與本 Mox 獨家推廣相關的任何決定或行動（包括拒絕或暫停本 Mox 獨家推廣之參加者的參加資格或決定本 Mox 獨家推廣是否可與其他 Mox 優惠或促銷一併使用）。 <p>14. Mox 擁有最終決策權及對參加者具有約束力。</p> <p>15. 如有任何有關本 Mox 獨家推廣的爭議，Mox 保留最終決定權。</p> <p>16. 在法律及法規允許的範圍內，參加者須使 Mox、其關聯公司及股東免於就有關參加本 Mox 獨家推廣（包括任何不提供或發放優惠券予參加者的決定或參加者未能接收優惠券的情況）或其條款產生而由 Mox、其關聯公司及股東提出，或對 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、其關聯公司及股東的疏忽、欺詐行為，或故</p>
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<p>Invitation Code has been used for an improper purpose; and</p> <p>c. make any decision or take any action in connection with the Mox Exclusive Channel Promotion (including to refuse or suspend a Participant's participation in the Mox Exclusive Promotion or determine whether the Mox Exclusive Promotion can or cannot be combined with any other offer or promotion).</p> <p>14. Any such decision shall be conclusive and binding on you.</p> <p>15. If any dispute arises in connection with the Mox Exclusive Channel Promotion, Mox's decision is final.</p> <p>16. 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 Mox Exclusive Channel Promotion (including any decision not to offer or distribute you, or your failure to receive, the Voucher) 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.</p> <p>17. The Mox Exclusive Channel 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 Mox Exclusive Promotion will</p>	<p>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 Mox 獨家推廣條款終止後或推廣期後仍會繼續有效。</p> <p>17. 本 Mox 獨家推廣並不構成任何要約、邀請或建議任何人就上述條款或任何類似交易的描述完成任何交易。本 Mox 獨家推廣或其條款並未視作、暗示或建議任何人代理或代表 Mox 參與任何商業行為。</p> <p>18. 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，除本條款另有列出外。</p> <p>19. 本條款及細則受香港特別行政區法律管轄，並按其進行解釋。當事人受到香港特別行政區法院唯一管轄。</p> <p>20. 本 Mox 獨家推廣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>21. 借定唔借？還得到先好借！</p> <p>最後更新日期 2021 年 12 月 15 日</p>
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<p>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.</p> <p>18. 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.</p> <p>19. 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.</p> <p>20. The English version prevails if there is any inconsistency between the English and Chinese versions of these Mox Exclusive Channel Promotion terms.</p> <p>21. To borrow or not to borrow? Borrow only if you can repay!</p> <p>Last updated: 15 December 2021</p>	
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