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<p>Mox x Neat Referral Promotion (the "Promotion") terms and conditions</p> <ol style="list-style-type: none"> 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 (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 Promotion terms will prevail. 4. The Promotion will begin on 2 August 2021 and end on the earlier of 31 August 2021 or the date on which the Invitation Code (defined below) has been used by 2,000 individuals to successfully open a Mox Account (both dates inclusive) ("Promotion Period"). We may change the dates of the Promotion Period at any time in our absolute discretion. Mox will not update you on the use of the quota for the Invitation Code. 5. In order to participate in the Promotion, you must: <ol style="list-style-type: none"> a. download the Mox app and successfully open a Mox Account using the code provided to you by Neat Limited ("Invitation Code") during the Promotion Period; 	<p>Mox x Neat 推薦企劃 (「推廣優惠」) 條款及細則</p> <ol style="list-style-type: none"> 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，即表示你同意此推廣優惠的條款。 2. 你必須一併閱讀本條款、Mox 的個人資料收集聲明 (https://mox.com/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 Mox Card 及 Mox 戶口的使用仍須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. 本推廣優惠由 2021 年 8月2日開始，至 2021 年 8月31日或在達成 2,000 人成功使用邀請碼 (定義見下文) 開立 Mox戶口之日結束 (包括首尾兩日) (「推廣期」)。Mox 可隨時自行決定更改推廣期，並不會向你更新邀請碼的名額數量。 5. 每位合資格參加者必須：

- b. during the period from your Mox Account opening date and the following 30 days, spend at least HKD200 in aggregate on your Mox Card (digital or physical, from your Mox Account or with Mox Credit) across one, or many, “**Successful Purchase Transaction(s)**” (“**Spend Requirement**”),

(each, a “**Participant**”).

Successful Purchase Transaction(s) are ultimately determined by Mox in its absolute discretion based on transaction records held by Mox (which are final and conclusive in case of any discrepancy). The following are some examples of transactions that do not constitute Successful Purchase Transaction(s): cash withdrawals, money transfers via the Mox app and invalid, cancelled, refunded or reversed transactions. Successful Purchase Transactions do not need to have settled (ie. appear as ‘completed’ in the Mox app) during the 30 day period following your Mox Account opening date (ie. they can still appear as ‘pending’ in the Mox app).

6. Each Participant will be eligible to receive HKD200 (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 meeting the Spend Requirement provided that the Successful Purchase Transaction(s) with an aggregate transaction value of at least HKD200 have settled (ie. appear as ‘completed’ in the Mox app) per Mox’s transaction records (which are final and conclusive in case of any discrepancy). A Successful Participant can only receive one Cash Reward. The provision of a Cash Reward is on a first come, first served basis at Mox’s absolute discretion.

7. Each Successful Participant is only eligible for a Cash Reward if:

- a. 於推廣期內下載 Mox app 並成功使用由 Neat Limited 提供的邀請碼 (「**邀請碼**」) 開立 Mox 戶口；

- b. 於開戶後的 30 曆日內，以電子或實體 Mox Card (經 Mox Credit 或 Mox 戶口) 進行一次或多次的有效交易 (「**有效交易**」) · 累積消費總額滿 HKD200 (「**消費要求**」) ·

(每位稱為「**參加者**」) ·

Mox 可根據其持有的交易紀錄 (如有任何爭議 · Mox 保留最終決定權) 及按其絕對酌情權對交易是否符合有效交易的定義作出最終決定。以下是一些不符合有效交易的例子：現金提取、經 Mox app 進行的轉賬及任何無效、取消、退款或撤銷的交易等。有效交易並不代表交易需在開戶當日起計的 30 曆日內完成結算 (即交易狀態於 Mox app 可顯示為「處理中」 · 而非必須顯示為「已完成」) ·

6. 每位參加者均有資格獲得 HKD200 (「**現金獎賞**」) (每位稱為「**獲獎者**」) · 在達到消費要求並於所有有效交易的交易狀態顯示為「已完成」後 (即交易狀態於 Mox app 顯示為「已完成」) · Mox 將會在 30 曆日內把 HKD200 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 ·

<p>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);</p> <p>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</p> <p>c. the Successful Participant meets any additional requirements communicated by Mox.</p> <p>8. For the avoidance of doubt but subject to these terms, Mox will continue to pay Cash Rewards after the Promotion Period has ended.</p> <p>9. 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.</p> <p>10. Mox reserves the right at any time, without notice or reason and in its sole discretion, to:</p> <p>a. change, modify, suspend or terminate the Promotion or these terms (including any Cash Reward and its monetary value);</p> <p>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;</p> <p>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</p>	<p>7. 每位獲獎者只在以下情況下才合資格獲得現金獎賞：</p> <p>a. 在推廣期前的任何時間，從未使用邀請碼開立以自己名義持有的 Mox 戶口（無論參加者有否透過之前的 Mox 戶口完成任何交易）；</p> <p>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</p> <p>C. 符合 Mox 向參加者傳達的其他附加要求。</p> <p>8. 為免生疑問，在遵從本條款的前提下，Mox 將於推廣期結束後繼續發放現金獎賞。</p> <p>9. 你只能參加此推廣優惠一次。你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士，也不得交換或轉換為任何其他利益或權利。</p> <p>10. Mox 保留全權酌情決定，恕不另行通知或提供理由，隨時：</p> <p>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）；</p> <p>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；</p>
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<p>cannot be combined with any other offer or promotion); and</p> <p>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.</p> <p>11. If any dispute arises in connection with the Promotion, Mox's decision is final.</p> <p>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 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.</p> <p>13. 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.</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 their provisions under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) other than as set out</p>	<p>c. 作出與此推廣優惠相關的任何決定（包括拒絕或停止你參與此推廣優惠，決定此推廣優惠是否可以與其他任何優惠或推廣活動結合使用）；和</p> <p>d. 決定已被使用的邀請碼是否存在不正當目的，並取消你使用邀請碼的權力和能力。</p> <p>任何此類決定均應視為最終決定並對你具有約束力。</p> <p>11. 如就此推廣優惠有任何爭議，Mox 保留最終決定權。</p> <p>12. 在法律及法規允許的範圍內，你應豁免 Mox、其關聯公司及股東就你對本推廣優惠及本條款相關的參與（包括任何不向你提供現金獎賞的決定，或你未能收取現金獎賞）向你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。此豁免在本推廣優惠條款或本推廣終止後繼續有效。</p> <p>13. 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）代表 Mox 參與任何商業行為。</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</p>
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<p>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. The parties submit to the exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.</p> <p>16. The English version prevails if there is any inconsistency between the English and Chinese versions of these terms.</p> <p>17. To borrow or not to borrow? Borrow only if you can repay!</p>	<p>本條款的任何條文下的利益。</p> <p>15. 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。</p> <p>16. 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。</p> <p>17. 借定唔借？還得到先好借。</p>
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