

MoneyHero x uSmart 條款及細則 - (以下稱「推廣活動」) (202607)

1. 於推廣期內透過MoneyHero申請指定賬戶，並獲批准且完成此處列明的其他要求的合資格客戶，將獲得推廣獎賞(各自定義如下)。

2. 推廣期

除非另有說明，推廣活動的推廣期為 2026/06/30 6pm 至 2026/07/31 6pm，包括首尾兩日(以下稱「推廣期」)。

3. 推廣活動相關定義

- a. 「指定賬戶」是指uSmart證券戶口。
- b. 「產品供應商」是指uSmart證券。
- c. 「新客戶」是指獎勵活動對象為18歲或以上並且在推廣期前未曾開通uSMART盈立證券賬戶及存入資金的人士，只限持有香港居民身份證或持海外護照的人士。

4. 合資格客戶

為獲得推廣獎賞並成為「合資格客戶」，客戶需：

- a. 成為年滿18歲或以上，持有有效香港身份證並擁有香港通訊地址的新客戶；
- b. 在被重定向到信用卡提供者網站前向 MoneyHero 提供有效的電子郵件地址；
- c. 在推廣期內透過MoneyHero使用指定連結完整填寫並提交指定賬戶的申請；
- d. 在推廣期內成功提交指定賬戶的申請後的7天內(無論如何不得遲於2026/08/07)完整填寫並提交 MoneyHero獎賞換領表格，包括在MoneyHero獎賞換領表格的「申請參考號碼」部分提供其uSmart賬戶ID(8位數字)；
- e. 其指定賬戶的申請需獲產品供應商批准，並在2026/07/31 6pm或之前完成開戶手續，根據產品供應商的系統記錄；及
- f. 為獲得某些推廣獎賞，需在指定賬戶中存入至少HK\$10,000並保持至少30天。

5. 推廣獎賞及兌換

- a. 完成上述第4條規定條件的合資格客戶，根據所達成的條件(視供應情況而定)，可選擇以下「推廣獎賞」之一：
 - i. 如果成功開立指定賬戶，存入至少HK\$10,000並保持至少30天：
 - HK\$500 Apple Store 禮品卡；或
 - HK\$500 惠康購物禮券；或
 - HK\$500 HKTvmall電子購物禮券；或
 - 5,500 Max Miles 飛行里數；或
 - JBL Link 20 Voice-activated portable 藍牙智能喇叭(價值HK\$1,199)。
- b. 合資格客戶將最多獲得1個推廣獎賞。

- c. 為免產生疑問，成為「合資格客戶」只需向指定帳戶注入指定金額，無需訂閱或購買任何證券、投資產品及/或進行任何證券或投資產品的交易或交易。
- d. 經確認資格後，兌換指示將通過電子郵件發送至合資格客戶在MoneyHero提供的電郵地址。提供不準確或錯誤信息的合資格客戶（由MoneyHero自行全權決定）將無法獲得任何推廣獎賞。
- e. 推廣獎賞的資格將根據MoneyHero和產品供應商的內部記錄。如有任何爭議，MoneyHero保留在其全權酌情下作出最終決定的權利，該決定對所有用戶具有約束力。
- f. 如果申請指定帳戶不是通過指定連結進行，或在申請過程中啟用了廣告攔截器、追蹤攔截器或隱身模式，則可能不計算為有效，並可能導致用戶不符合任何推廣獎賞的資格。MoneyHero保留根據其記錄，不通過MoneyHero按這些條款和細則申請的情況下，扣留任何推廣獎賞的權利。
- g. 推廣獎賞不可退款或兌換現金或其他獎賞。所有與推廣活動相關的產品和服務均在庫存有限的情況下提供。合資格客戶有責任在兌換時檢查推廣獎賞的質量。MoneyHero對推廣獎賞的任何方面（包括但不限於質量、供應、交付或維護）均不承擔法律責任。
- h. 如果MoneyHero的供應商無法提供推廣獎賞或指定推廣獎賞無法再從官方渠道購買，MoneyHero保留以類似價值的替代品取代推廣獎賞的權利。
- i. MoneyHero和產品供應商與推廣獎賞的提供者或製造商無關，對使用推廣獎賞引起的任何索賠、損害、損失、費用、責任或成本不承擔任何責任。任何有關推廣獎賞的查詢應直接向提供者或製造商提出。
- j. 如果推廣獎賞是第三方商戶的禮券，所有發行的禮券均受禮券商戶的條款和細則約束。MoneyHero對任何第三方商戶、網站或服務提供者所提供的商品、服務或其質量或性能不承擔任何責任。
- k. 上述推廣獎賞的建議零售價僅供參考，並可能由發行商更改，MoneyHero無法控制。
- l. 成功申請指定帳戶並提交MoneyHero獎賞兌換表格但未獲產品供應商批准的用戶將無法獲得任何推廣獎賞。
- m. 在指定期限內未提交MoneyHero獎賞兌換表格的用戶，即使滿足所有其他條件，也無法獲得推廣獎賞。
- n. 提供不準確或錯誤信息的用戶（由MoneyHero自行全權決定）將無法獲得推廣獎賞。
- o. 如果推廣獎賞有多種顏色或其他外觀變化，合資格客戶將無法選擇顏色，並將隨機收到一種。
- p. MoneyHero網站上列明的一般兌換流程不適用於此推廣活動。推廣獎賞的兌換流程僅受本推廣活動條款和細則約束。
- q. 從產品供應商確認資格之日起，兌換流程可能需要至少16週，具體取決於交付或兌換安排、用戶批准和交易狀況或其他可能影響推廣獎賞資格的因素。
- r. 過了指定的領取期限（如有）的任何推廣獎賞將被沒收，MoneyHero對合資格客戶不承擔任何責任。推廣獎賞被沒收的合資格客戶無權從MoneyHero獲得任何支付或補償。
- s. 在推廣期結束後超過6個月收到的任何有關兌換或兌換提交的查詢將不予處理，除非已在進行中的查詢。
- t. 推廣獎賞升級選項
 - i. 合資格客戶可選擇通過在MoneyHero獎賞兌換表格中選擇獎賞升級並支付相應的額外費用（「獎賞升級費」）來獲得升級的推廣獎賞（「升級獎賞」）。
 - ii. 通過選擇升級獎賞，合資格客戶同意並承認：
 - 1. 一旦選擇，升級獎賞不可更改，並且
 - 2. 他們將僅獲得升級獎賞，而不是額外的推廣獎賞。

- iii. 合資格客戶需向MoneyHero指定的兌換中心合作夥伴支付獎賞升級費，具體詳情請參見發送給合資格客戶的兌換郵件。合資格客戶需自行確保在兌換時支付正確的獎賞升級費。
- iv. 合資格客戶應確保僅按照MoneyHero直接收到的兌換和支付獎賞升級費的指示進行。
- v. 合資格客戶不得在兌換時選擇將升級獎賞更改為另一升級獎賞或反之亦然。合資格客戶不得在提交MoneyHero獎賞兌換表格時選擇接收升級獎賞之外的任何時間點。
- vi. 完成付款後，獎賞升級費不可退還。
- vii. 選擇升級獎賞但未完成全額支付獎賞升級費的合資格客戶將無法在兌換中心獲得升級獎賞。
- viii. 選擇升級獎賞的合資格客戶承認並同意MoneyHero對其支付或領取獎賞升級費引起的任何事項不承擔任何責任或義務。
- u. Apple並非此推廣活動的參與者或贊助者。
- v. 請參閱產品供應商的條款和細則以了解由產品供應商提供的迎新優惠。任何此類優惠均由Webull單獨提供而非MoneyHero提供。任何有關此類優惠的查詢、投訴或其他通信應直接向產品供應商提出。
- w. 有關Max Miles 之推廣獎賞，所有發出的Max Miles均受HeyMax Limited的[條款及細則](#)約束。MoneyHero對任何第三方商戶、網站或服務提供者提供的商品、服務或其質量或性能不承擔任何責任。合資格客戶選擇Max Miles獎賞：
 - i. 須使用提供予 MoneyHero 之電郵地址註冊 HeyMax 帳戶；
 - ii. 須全權負責確保提供予 MoneyHero 之電郵地址已註冊 HeyMax 帳戶，並為其本人名下 HeyMax 帳戶之正確電郵地址。

6. 一般推廣條款

- a. 此推廣活動由MoneyHero Global Limited(「MoneyHero」)組織。參與此推廣活動即表示用戶同意受這些條款和細則約束。
- b. 如有任何爭議，MoneyHero保留在其全權酌情下作出最終決定的權利，該決定對所有用戶具有約束力。
- c. MoneyHero保留隨時修改這些條款和細則的權利，包括更改推廣期或推廣獎賞或終止此推廣活動，無需事先通知或對用戶承擔責任。
- d. 如果這些條款和細則與任何其他材料(如市場營銷材料)有不一致之處，應以這些條款和細則為準。
- e. 參與此推廣活動即表示用戶同意(i) MoneyHero向產品供應商分享其個人資料，以準確確認用戶是否有資格獲得任何推廣獎賞，(ii) 產品供應商向MoneyHero更新有關用戶申請指定銀行產品狀態的信息，包括申請是否成功以及用戶是否已滿足所有獲得推廣獎賞的條件，(iii) MoneyHero與MoneyHero的推廣合作夥伴分享MoneyHero獎賞兌換表格中提供的信息，以促進推廣獎賞的兌換，及(iv)根據MoneyHero的隱私政策，通過電子郵件或其他電子方式接收有關此推廣活動的通信。
- f. 用戶同意定期瀏覽MoneyHero網站以查看這些條款和細則，以確保自己充分了解MoneyHero可能不時對這些條款和細則的任何更改或變更。用戶還同意，他們繼續參與此推廣活動將構成他們接受這些條款和細則(包括可能不時更改或修改的版本)的行為。
- g. 參與此推廣活動即表示用戶在此聲明並保證他們將遵守所有適用的香港法律或法規，並且他們不會將此推廣活動用於任何非法或欺詐目的。
- h. MoneyHero對用戶因參與此推廣活動而遭受的任何損害、損失、責任、傷害或失望不承擔任何責任。通過參與此推廣活動，用戶釋放MoneyHero及其代理人對此推廣活動和推廣獎賞的所有責任，包括但不限於。

- i. 通過參與此推廣活動，所有用戶同意並承諾，隨時賠償MoneyHero及其員工和代理人，並保持其免受所有損失(包括直接、間接、附帶和/或後果性損失)、損害(包括一般性、特別性和/或懲罰性損害)、要求、傷害、索賠、費用、罰款、利息和費用(包括全額賠償基礎上的法律費用)，這些損失由MoneyHero因用戶參與推廣活動、接受或使用任何推廣獎賞和/或違反或企圖違反這些條款和細則和/或任何適用法律而產生的。
- j. MoneyHero保留取消任何用戶資格並扣留或沒收全部或部分推廣獎賞的權利，如果用戶被發現或合理懷疑參與任何形式的欺詐行為(包括但不限於假冒身份、篡改圖像、惡意垃圾郵件或操縱MoneyHero的任何流程或網站)。
- k. 任何產品的最終批准由產品供應商在其絕對酌情決定下確定，並受其信用和風險處理標準約束。參與此推廣活動不保證所申請的任何產品的批准。MoneyHero不保證所申請的任何產品的批准。
- l. 合資格客戶同意並承認推廣獎賞的履行由MoneyHero促進；產品供應商對推廣獎賞的履行不承擔任何責任或義務。
- m. MoneyHero致力於保持其信息準確和最新。然而，這可能有時與產品供應商、金融機構、服務提供者或特定產品的網站上提供的信息有所不同。用戶應參閱產品供應商的網站以獲取最更新的利率/費用/條款和條件。
- n. 本文中的任何內容均不得視為購買或出售證券、期貨或其他投資產品的要約、招攬或建議。所有類型的投資都有風險，投資者可能會遭受損失。網站上的所有信息和數據僅供參考。過去的表現並不保證未來的結果。此推廣活動未考慮投資目標、財務狀況或財務需求。
- o. 這些條款和細則應受香港法律管轄並依據其解釋。
- p. 如果這些條款和細則的英文版本與中文版本之間存在任何差異，應以英文版本為準。

Terms and Conditions of MoneyHero x uSmart - (the “Promotion”) (202607)

1. Eligible Customers who apply for a Designated Account through MoneyHero during the Promotion Period, are approved for the same and complete the other requirements set out herein will receive a Promotion Reward (each as defined below).

2. Promotion Period

Unless otherwise specified, the promotion period of the Promotion is from 2026/06/30 6pm to 2026/07/31 6pm, dates inclusive (the “**Promotion Period**”).

3. For the purposes of this Promotion:

- a. “**Designated Account**” means the uSmart Account.
- b. “**Product Provider**” means uSmart .
- c. “**New Customer**” means customers who are aged 18 or above and have not opened a uSmart Brokers account or made a deposit before and only for customers who are holding a Hong Kong identity card.

4. Eligible Customers

In order to receive a Promotion Reward and to comprise “**Eligible Customers**”, customers are required to:

- a. Be a New Customer who is aged 18 or above, a holder of a valid Hong Kong Identity Card and with a correspondence address within Hong Kong;
- b. Provide a valid email address to MoneyHero prior to being redirected to the Product Provider’s website;
- c. Fully complete and submit an application for a Designated Account through MoneyHero using the designated link during the Promotion Period;
- d. Fully complete and submit the MoneyHero Reward Redemption Form within 7 days after successfully submitting the application for the Designated Account within the Promotion Period (and in any event no later than 2026/08/07, including providing their uSmart Account ID (8 digits) in the “Application Reference Number” section of the MoneyHero Reward Redemption Form;
- e. Have their application for the Designated Account approved by the Product Provider and complete the account opening procedure on or before 2026/07/31 6pm, according to the Product Provider’s system records; and
- f. In order to receive certain Promotion Rewards, deposit at least HK\$10,000 into the Designated Account and maintain the same for at least 30 days.

5. Promotion Rewards and Redemption

- a. Eligible Customers who complete the conditions set out in Clause 4 above will be able to select one of the following “Promotion Rewards”, depending on the criteria fulfilled, subject to availability:
 - i. If you successfully open a Designated Account, deposit at least HK\$10,000 into the Designated Account and maintain the same for at least 30 days:

- HK\$500 Apple Store Gift Card; OR
- HK\$500 Wellcome Shopping Voucher; OR
- HK\$500 HKTVmall e-Shopping Voucher; OR
- 5,500 Max Miles; OR
- JBL Link 20 Voice-Activated Portable Speaker (value of HK\$1,199).

- b. Eligible Customers will receive a maximum of 1 Promotion Reward.
- c. For the avoidance of doubt, in order to comprise “Eligible Customers”, a user is only required to fund the Designated Account with the specified amount and is not required to subscribe to or purchase any securities, investment products and/or initiate any transactions or dealings of securities or investment products.
- d. After confirmation of eligibility, redemption instructions will be sent to Eligible Customers via email to the email address provided by the Eligible Customer to MoneyHero. Eligible Customers who provide inaccurate or incorrect information (as determined by MoneyHero acting in its absolute discretion) will not be able to receive any Promotion Reward.
- e. Eligibility for the Promotion Reward will be based on MoneyHero and the Product Providers’ internal records. In the event of any disputes, MoneyHero reserves the right to make the final decision in its absolute discretion, which shall be binding on all users.
- f. If the application for the Designated Account is not made via the designated link, or an ad-blocker, tracking blocker or incognito mode is enabled during the application process, it may not be counted as valid and may lead to the user not being eligible for any Promotion Reward. MoneyHero reserves the right to withhold any Promotion Reward where, according to its records, the application was not made through MoneyHero in accordance with these Terms and Conditions.
- g. Promotion Rewards are not refundable nor exchangeable for cash or other rewards. All products and services relating to the Promotion are available while stocks last. Eligible Customers are responsible for checking the quality of the Promotion Rewards at the time of redemption. MoneyHero shall have no legal liability relating to any aspects of the Promotion Rewards including but not limited to their quality, supply, delivery or maintenance.
- h. In the event that a Promotion Reward is not available from MoneyHero’s suppliers or the specified Promotion Reward can no longer be purchased from official channels, MoneyHero reserves the right to replace the Promotion Reward with an alternative of similar value.
- i. MoneyHero and the Product Provider are not associated with the provider or manufacturer of the Promotion Reward(s) and are not responsible for any claims, damages, losses, expenses, liabilities or costs arising from usage of the Promotion Reward(s). Any enquiries regarding the Promotion Reward(s) should be directed to the provider or manufacturer.
- j. Where the Promotion Reward is a voucher for a third-party merchant, all vouchers issued are subject to the terms and conditions of the vouchers’ merchants. MoneyHero shall not in any way be liable for any goods, services or the quality or performance of such goods or services supplied by any third-party merchant, site or service provider.
- k. The recommended retail values of the Promotion Rewards provided above are for reference purposes only and are subject to change by the issuing merchant, over which MoneyHero has no control.
- l. Users who successfully apply for a Designated Account and submit the MoneyHero Reward Redemption Form but are not approved by the Product Provider will not be able to receive any Promotion Reward.

- m. Users who do not submit the MoneyHero Reward Redemption Form within the specified period will not be eligible to receive the Promotion Reward, even if they fulfill all other conditions.
- n. Users who provide inaccurate or incorrect information in the MoneyHero Reward Redemption Form (as determined by MoneyHero acting in its absolute discretion) will not be able to receive the Promotion Reward.
- o. Where a Promotion Reward is available in multiple colours or other cosmetic variations, Eligible Customers will not be able to select a colour and will receive one at random.
- p. The general redemption process set out on the MoneyHero Website shall not apply to this Promotion. The redemption process for the Promotion Reward shall be governed solely by the Terms and Conditions of this Promotion.
- q. The redemption process may take at least 16 weeks starting from the date on which the eligibility is confirmed by the Product Provider, depending on the actual situation regarding delivery or redemption arrangements, user approval and transaction status or other factors that may affect eligibility for the Promotion Reward.
- r. Any Promotion Reward(s) not claimed past the stipulated collection period (if any) be forfeited without any liability on the part of MoneyHero to the Eligible Customer. Any Eligible Customer whose Promotion Reward has been forfeited shall not be entitled to any payment or compensation in lieu from MoneyHero.
- s. Any queries regarding redemption, or redemption submissions of the Promotion Reward that are received more than 6 months after the end of the Promotion Period will not be handled, except for those already in progress.
- t. Promotion Reward Upgrade Options
 - i. Eligible Customers may select to receive an upgraded Promotion Reward (the “**Upgraded Reward**”) by selecting the reward upgrade in the MoneyHero Reward Redemption Form and paying the corresponding additional fee (“**Reward Upgrade Fee**”).
 - ii. By selecting an Upgraded Reward, Eligible Customers agree and acknowledge that:
 - 1. once selected, the Upgraded Reward cannot be changed, and
 - 2. they will only receive an Upgraded Reward and not any Promotion Reward in addition to the Upgrade Reward.
 - iii. Eligible Customers are required to make payment of the Reward Upgrade Fee to MoneyHero’s designated redemption centre partner as set out in the redemption email sent to the Eligible Customer. Eligible Customers are fully responsible for ensuring that they make payment of the correct Reward Upgrade Fee at the time of redemption.
 - iv. Eligible Customers should ensure that they only follow instructions received directly from MoneyHero in respect of redemption and payment of the Reward Upgrade Fee.
 - v. Eligible Customers may not choose to change the Upgraded Reward to another Upgraded Reward at the time of redemption or vice versa. Eligible Customers may not choose to receive the Upgraded Reward at any point other than when submitting the MoneyHero Reward Redemption Form.
 - vi. The Reward Upgrade Fee is non-refundable once payment has been completed.
 - vii. Eligible Customers who select an Upgraded Reward but do not complete payment of the Reward Upgrade Fee in full will not receive the Upgraded Reward at the redemption centre.

- viii. Eligible Customers who select the Upgraded Reward acknowledge and agree that MoneyHero has no liability or responsibility to the Eligible Customer in respect of any matters arising from their payment or collection of the Reward Upgrade Fee.
- u. Apple is not a participant in or sponsor of this Promotion.
- v. Please refer to Product Provider's terms and conditions for welcome offers provided by Product Provider. Any such offers are provided separately and solely by Webull and not MoneyHero. Any queries, complaints or other correspondence relating to the same should be directed to Product Provider.
- w. Where the Promotion Reward selected includes Max Miles, all issued Max Miles are subject to the [terms and conditions](#) of HeyMax Limited. Please refer to these terms for further information on how to redeem Max Miles. MoneyHero assumes no liability for the goods, services, or their quality or performance, provided by any third-party merchants, websites, or service providers. By selecting Max Miles Reward, eligible customers:
 - i. Must register a HeyMax account using the email address provided to MoneyHero;
 - ii. Are solely responsible for ensuring that the email address provided to MoneyHero has been used to register a HeyMax account, and that it is the correct email address associated with their own HeyMax account.

6. General Promotion Terms

- a. This Promotion is organised by MoneyHero Global Limited ("**MoneyHero**"). By participating in this Promotion, users agree to be bound by these Terms and Conditions.
- b. In the event of any disputes, MoneyHero reserves the right to make the final decision in its absolute discretion, which shall be binding on all users.
- c. MoneyHero reserves the right to amend these Terms and Conditions at any time, including changing the Promotion Period or Promotion Reward or to terminate this Promotion with or without prior notice or liability to users.
- d. In the event of any inconsistencies between these Terms and Conditions and any other materials (e.g marketing materials) relating to this Promotion, these Terms and Conditions shall prevail.
- e. By participating in this Promotion, users consent to (i) MoneyHero sharing their personal details with the Product Provider in order to accurately confirm whether a user is eligible to receive any Promotion Reward, (ii) the Product Provider updating MoneyHero with information regarding the status of the user's application for the Designated Bank Product, including whether or not said application is successful and whether the user has fulfilled all the conditions required to receive the Promotion Reward, (iii) MoneyHero sharing the information provided in the MoneyHero Reward Redemption Form with MoneyHero's promotion partners as required to facilitate redemption of the Promotion Reward, and (iv) receiving communications in relation to this Promotion from MoneyHero via email or other electronic means, each in accordance with MoneyHero's [Privacy Policy](#).
- f. Users agree to regularly browse the MoneyHero website to review these Terms and Conditions to ensure that they are fully aware of any changes or changes that MoneyHero may make to these Terms and Conditions from time to time. Users also agree that their continued participation in this Promotion will constitute their acceptance of these Terms and Conditions (including the versions that may be changed or modified from time to time) from time to time.
- g. By participating in this Promotion, users hereby represent and warrant that they will comply with all applicable Hong Kong laws or regulations in connection with their participation in this Promotion and they will not use this Promotion for any illegal or fraudulent purposes.

- h. MoneyHero accepts no responsibility for any damage, loss, liabilities, injury or disappointment incurred or suffered by users arising from this Promotion. By participating in this Promotion, users release MoneyHero and its agents from all liability, including, without limitation, with respect to this Promotion and the Promotion Rewards.
- i. By participating in this Promotion, all users agree and undertake to, at all times, indemnify, keep indemnified and hold MoneyHero, its employees and agents harmless against all losses (including direct, indirect, incidental and/or consequential losses), damages (including general, special, and/or punitive damages), demands, injuries, claims, costs, penalties, interest and fees (including legal fees on a full indemnity basis) incurred by Money Hero, howsoever arising from the user's participation in the Promotion, acceptance or usage of any Promotion Reward, and/or any breach or purported breach of these Terms and Conditions and/or any applicable law.
- j. MoneyHero reserves the right to disqualify any user and withhold or confiscate in full or part any Promotion Rewards if the user is found to be, or reasonably suspected of participating in any form of fraudulent practices (including but not limited to false identities, doctoring images, willful spamming or manipulation of any MoneyHero's processes, or website).
- k. Final approval of any product is determined by the Product Provider in its absolute discretion and is subject to their credit and risk processing criteria. Participation in this Promotion does not guarantee the approval of any product applied for. MoneyHero does not guarantee the approval of any product applied for.
- l. Eligible Customers agree and acknowledge that Promotion Reward fulfillment is facilitated by MoneyHero; the Product Provider does not have any liability or responsibility in respect of Promotion Reward fulfillment.
- m. MoneyHero strives to keep its information accurate and up to date. However, this may sometimes differ from the information provided on the Product Provider, financial institution, service provider or specific product's site. Users should refer to the Product Provider's website for the most updated rates/fees/T&Cs on the relevant product.
- n. No content herein shall be considered an offer, solicitation or recommendation for the purchase or sale of securities, futures, or other investment products. All types of investments are risky and investors may suffer losses. All information and data on the website are for reference only. Past performance does not guarantee future results. This Promotion does not take into account investment objectives, financial situations or financial needs.
- o. These Terms and Conditions shall be governed by and construed in accordance with the laws of Hong Kong.
- p. In the event of any discrepancies between the English and Chinese versions of these Terms and Conditions, the English version shall prevail.