

Shop at PARKnSHOP and other Designated Supermarkets with Octopus to enjoy up to HK\$30 Rebate **Promotion Terms & Conditions**

Terms and Conditions

1. This promotion (this “**Promotion**”) is open to you, as a customer of Octopus Cards Limited (and its successors and assigns) (“**OCL**”), who meet the eligibility criteria set out in Clause 7 and is subject to the terms and conditions as stated below (“**these Terms and Conditions**”).
2. This Promotion is organised by OCL.
3. By participating in this Promotion, you are deemed to have read and accepted and agree to be bound by these Terms and Conditions.
4. Conditions of Issue of Octopus, Schedule of Fees and Guidelines relating to the use of Octopus, Terms of Use of Octopus App and other terms and conditions of use published by OCL at www.octopus.com.hk, as amended from time to time, shall apply to this Promotion.
5. “**O! ePay Account**”, “**O! ePay Account Holder**”, “**Octopus**”, “**Octopus Mobile App**” and “**Stored Value Limit**” referenced in these Terms and Conditions are defined in the Conditions of Issue of Octopus.

Promotion Details

6. This Promotion is valid during the period from **7 October 2019 to 31 October 2019** (Hong Kong time) (both dates inclusive) (the “**Promotion Period**”).
7. Subject to Clause 16, you will be eligible to enjoy the Promotion Offer (as defined in Clause 9 below) if, within the Promotion Period, you have: -
 - 7.1 used your *Octopus* (the “**Eligible Octopus**”) to complete an Eligible Transaction (as defined in Clause 8 below); and
 - 7.2 completed registration for this Promotion by registering the *Octopus* number of the Eligible Octopus and the number of a valid O! ePay Account (the “**Registered O! ePay Account**”) on the promotion registration form on the Octopus website (www.octopus.com.hk/parknshop) (the “**Promotion Registration Form**”). If you have registered the Eligible Octopus and/or the Registered O! ePay Account for this Promotion for more than once, the last registration of the Eligible Octopus and the Registered O! ePay Account as recorded by OCL shall be final and conclusive.
8. Definition of Eligible Transactions
 - 8.1 An “**Eligible Transaction**” refers to a single successful payment transaction that deducts HK\$80 or above from the Eligible Octopus at any cashier checkout counter or self-checkout counter in any physical outlet of PARKnSHOP, FUSION, TASTE, INTERNATIONAL, food le parc, GOURMET, GREAT FOOD HALL and SU-PA-DE-PA (the supermarket session only) in Hong Kong (collectively, the “**Designated Supermarkets**”) to pay for purchase of goods and/or services at such physical outlet **on any day from Monday to Thursday within the Promotion Period**.
 - 8.2 An Eligible Transaction does not include a payment transaction of which the related transaction data has not been received or obtained by OCL from the Designated Supermarkets at the time when OCL conducts data processing for fulfillment under this Promotion or a payment transaction that is eventually cancelled.
 - 8.3 Where an Eligible Octopus malfunctions, is lost or stolen or becomes invalid for whatever reason(s) during the Promotion Period, any and all payment transaction(s) and payment amount(s) recorded on such malfunctioned, lost, stolen or invalid *Octopus* during the Promotion Period will not be considered as Eligible Transactions.
 - 8.4 The time of completing the Eligible Transactions and the value thereof as recorded in the transaction data received by OCL from the Designated Supermarkets shall be final and conclusive for the purpose of this Promotion, including, but not limited to, for determining the eligibility for the Promotion Offer under Clause 10 below.
9. The “**Promotion Offer**” is a rebate of HK\$10 credited to the Registered O! ePay Account in respect of each Eligible Transaction.
10. The Promotion Offer is limited and will be offered on a first-come-first-served basis, as determined by the time of completing the first Eligible Transaction during the Promotion Period, to the first thirty thousand (30,000) customers (the “**Promotion Offer Limit**”) who have made the Eligible Transaction and fulfilled all other requirements set out in Clause 7 above and have complied with these Terms and Conditions (each an “**Eligible Customer**”). No Promotion Offer will be offered once the Promotion Offer Limit is reached.
11. Each Eligible Customer can enjoy the Promotion Offer for not more than three times in this Promotion.
12. The Promotion Offer cannot be altered, transferred, redeemed or exchanged for cash, other products or services or other electronic value under any circumstances whatsoever.

Crediting of Promotion Offer

13. The Promotion Offer will be credited to the Registered O! ePay Account by 15 November 2019 (the “**Promotion Offer Credit Date**”).
14. Nothing in these Terms and Conditions shall oblige OCL to notify you of the availability of the Promotion Offer or the crediting of the Promotion Offer to the Registered O! ePay Account. Nevertheless, OCL may issue push notification to you through the Octopus Mobile App after the Promotion Offer is credited to the

Registered O! ePay Account if, before such crediting, you have opted-in to receive push notifications in the Octopus Mobile App.

15. Each O! ePay Account can only store value up to the applicable Stored Value Limit and is subject to, among other things, the applicable annual transaction limit for the anniversary year of the Registered O! ePay Account in which the Promotion Offer is credited thereto (both limits as set out in the Schedule of Fees and Guidelines relating to the use of Octopus). If the applicable Stored Value Limit and/or the applicable annual transaction limit of the Registered O! ePay Account has/have been reached at the time of crediting the Promotion Offer to the Registered O! ePay Account, no Promotion Offer can be credited to the Registered O! ePay Account except in the case where only the applicable Stored Value Limit is reached, the Promotion Offer can be credited to the Registered O! ePay Account after the stored value in the Registered O! ePay Account has been reduced by an amount not less than the value of the Promotion Offer before the crediting of the Promotion Offer to the Registered O! ePay Account again by the Promotion Offer Credit Date.

Forfeiture or return of Promotion Offer

16. The Promotion Offer will be forfeited automatically without notice in the following situations:
 - 16.1 in the event that the Promotion Offer cannot be credited to the Registered O! ePay Account in accordance with these Terms and Conditions;
 - 16.2 if the Registered O! ePay Account is suspended, terminated or cancelled or is no longer valid for whatever reason(s) at any time prior to or at the time when the Promotion Offer is credited to the Registered O! ePay Account; or
 - 16.3 in addition to Clause 16.2 above, in the event that the Registered O! ePay Account is not connected to any mobile device or the Octopus Mobile App has been uninstalled from the relevant mobile device at the time when OCL is crediting the Promotion Offer to the Registered O! ePay Account.
17. In the case of any fraud or rejection, reversal or cancellation of any Eligible Transaction in respect of which the Promotion Offer has been credited, OCL shall have the sole and absolute right to debit from the Registered O! ePay Account an amount that is equivalent to the value of such Promotion Offer without prior notice.

General

18. No claims can be made against OCL in relation to any aspect of this Promotion or any failure in the communication networks, mobile applications, mobile devices or any interruption, interception, suspension, delay, blackout, loss, unavailability, mutilation, incorrect data transmission or other failure.
19. Any act that is found or suspected to be fraudulent may result in you being disqualified from participating in this Promotion and not being eligible for the Promotion Offer.
20. OCL has the sole and absolute discretion to modify these Terms and Conditions at any time, which shall be effective immediately upon posting on its website www.octopus.com.hk.
21. OCL's decisions in relation to any and all aspects of this Promotion shall be final and conclusive.
22. No person other than you and other Eligible Customers and OCL shall have any right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce the provisions of these Terms and Conditions.
23. Any enquiries or issues relating to any item of the goods and/or services sold and/or supplied by the Designated Supermarkets shall be referred to PARKnSHOP (HK) Limited and/or the relevant supplier(s).
24. Subject to Clause 23 above, any enquiries or disputes concerning this Promotion must be made to OCL on or before 16 December 2019 by post to Customer Service, Octopus Cards Limited at 46/F, Manhattan Place, 23 Wang Tai Road, Kowloon Bay, Kowloon, Hong Kong, by facsimile (no.: 2266 2211), by calling Octopus Customer Service Hotline (no.: 2266 2222) or by email to customerservice@octopus.com.hk.
25. The *Octopus* number and the Registered O! ePay Account number provided by you on the Promotion Registration Form and the corresponding transaction information retrieved by OCL from its system information for the purpose of this Promotion will be used by OCL for (i) identifying and verifying your eligibility to participate in this Promotion and/or receiving the Promotion Offer, (ii) fulfilling the Promotion Offer and (iii) sending notification pursuant to Clause 14 above.
26. You will be required to provide your name, contact information (e.g. telephone number and/or address), the *Octopus* number, the Registered O! ePay Account number and/or information relating to the transaction in dispute (as the case may be) to OCL when making an enquiry or lodging a dispute in relation to this Promotion. If you fail to provide the aforesaid information, OCL may not be able to process your enquiry or dispute.
27. Information collected, retrieved or received as aforesaid and which is solely for the purpose of this Promotion will be destroyed by 16 February 2020.
28. These Terms and Conditions shall be governed by, and construed in accordance with, the laws of Hong Kong.
29. In case of any inconsistency between the English version and the Chinese version of these Terms and Conditions, the English version shall prevail.