

Spend HK\$40 or more with Octopus at McDonald's App to enjoy up to HK\$10 Rebate
Promotion Terms & Conditions

Terms and Conditions

1. This promotion (this "**Promotion**") is open to you, as a customer of Octopus Cards Limited ("**OCL**") and is subject to the terms and conditions as stated below ("**these Terms and Conditions**").
2. This Promotion is organised by OCL (and its successors and assigns).
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. OCL's Privacy Policy, Conditions of Issue of Octopus, Schedule of Fees and Guidelines relating to the use of Octopus (the "**Schedule of Fees**"), Terms of Use of Octopus App, Terms & Conditions for Octopus Online Payment Service, and other terms and conditions of use, published by OCL at www.octopus.com.hk and/or Octopus App, as the case may be, as amended from time to time, shall apply to this Promotion.
5. "**Service Provider**", "**Octopus Wallet**", "**Octopus Wallet Holder**", "**Octopus App**", "**Octopus**" and "**Stored Value Limit**" referenced in these Terms and Conditions are defined in the Conditions of Issue of Octopus. "**Octopus Online Payment Transaction**" referenced in these Terms and Conditions are defined in the Terms & Conditions for Octopus Online Payment Service.

Promotion Details

6. This Promotion is valid during the period from **00:00 on 1 January 2024 to 23:59 on 10 January 2024** (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 used your *Octopus* (the "**Eligible Octopus**") or Octopus Wallet (the "**Eligible Octopus Wallet**") to complete an Eligible Transaction (as defined in Clause 8 below).
8. Definition of Eligible Transactions
 - 8.1 An "**Eligible Transaction**" refers to a single successful Octopus Online Payment Transaction that deducts HK\$40 or above from the Eligible Octopus or Eligible Octopus Wallet via the McDonald's App of MHK Restaurants Limited ("**MHK**") which operates a fast food chain in Hong Kong under the trading names of "McDonald's" and "McCafé (collectively, "**McDonald's**") to pay for purchase of goods and/or services at a physical store of McDonald's **on any day 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 MHK 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 or an Eligible Octopus Wallet, as the case may be, 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 Eligible Octopus or an Eligible Octopus Wallet 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 MHK 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 9 below.
9. The "**Promotion Offer**" is a top-up value ("**Octopus Top-up Value**") of HK\$5 to the Eligible Octopus or Eligible Octopus Wallet in respect of, as the case may be, each Eligible Transaction, up to a maximum credit of 2 times of HK\$5 of Octopus Top-up Value during the entire Promotion Period under this Promotion, that is a maximum of HK\$10 of Octopus Top-up Value to be credited to your Eligible Octopus or Eligible Octopus Wallet, as the case may be, during the entire Promotion Period under this Promotion.
10. The Promotion Offer is limited and offered on a first-come-first-served basis, as determined by the time of completing the Eligible Transaction, to the respective Eligible Octopus and Eligible Octopus Wallets which have completed an Eligible Transaction within the first one hundred and twenty thousands (120,000) Eligible Transactions during the Promotion Period, i.e. a maximum of 120,000 Promotion Offers of HK\$5 Octopus Top-up Value (totaling HK\$600,000 Octopus Top-up Value) during the entire Promotion Period (the "**Promotion Offer Limit**"). No Promotion Offer will be offered once the Promotion Offer Limit is reached.
11. The Promotion Offer cannot be altered, transferred, redeemed or exchanged for cash, other products or services or other electronic value under any circumstances whatsoever.

Availability of Promotion Offer

12. The Promotion Offer will be made available to be credited to an Eligible Octopus or Eligible Octopus Wallet, as the case may be, within 5 days after completing the Eligible Transaction, until 15 February 2024, both dates inclusive ("**Availability Period**").
13. In the case of an Eligible Octopus, you must follow the steps set out at www.octopus.com.hk/collection_en in order to be able to collect the Promotion Offer during the Availability Period.
14. Nothing in these Terms and Conditions shall oblige OCL to notify you of the availability of the Promotion Offer. Nevertheless, OCL may issue a notification to you in the following situations: (a) in the case of an Eligible Octopus if you have previously registered your Eligible Octopus in your Octopus App, and have opted-in to

receive push notifications in the Octopus App; or (b) in the case of an Eligible Octopus Wallet if you have opted-in to receive push notifications in the Octopus App.

15. Each Eligible Octopus and Eligible Octopus Wallet can store up to the Stored Value Limit. If the Eligible Octopus or the Eligible Octopus Wallet has reached the Stored Value Limit, you must spend such amount of the stored value in the Eligible Octopus or the Eligible Octopus Wallet that is equivalent to the amount of the Promotion Offer before you will be able to receive the Promotion Offer.

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 Eligible Octopus or the Eligible Octopus Wallet, as the case may be, in accordance with these Terms and Conditions;
 - 16.2 if the Eligible Octopus or the Eligible Octopus Wallet 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 Eligible Octopus or Eligible Octopus Wallet, as the case may be; or
 - 16.3 in addition to Clause 16.2 above, in the event that the Eligible Octopus or Eligible Octopus Wallet is not connected to any mobile device or the Octopus App has been uninstalled from the relevant mobile device at the time when OCL is crediting the Promotion Offer to the Eligible Octopus or the Eligible Octopus Wallet, as the case may be.
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 Eligible Octopus or the Eligible Octopus Wallet, as the case may be, an amount that is equivalent to the value of such Promotion Offer without prior notice.

General

18. No claims can be made against OCL and MHK 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 the participant under this Promotion 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 McDonald's shall be referred to MHK 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 15 March 2024 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. Personal Information Collection Statements
 - 25.1 The *Octopus* number, the Eligible Octopus number and the Eligible Octopus Wallet number 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.
 - 25.2 You will be required to provide your name, contact information (e.g. telephone number and/or address), the *Octopus* number, the Eligible Octopus and Eligible Octopus Wallet 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.
 - 25.3 Information collected, retrieved or received as aforesaid and which is solely for the purpose of this Promotion will be destroyed by 15 April 2024.
26. These Terms and Conditions shall be governed by, and construed in accordance with, the laws of Hong Kong.
27. In case of any inconsistency between the English version and the Chinese version of these Terms and Conditions, the English version shall prevail.